



## AGENDA

### Special/Regular City Council Meeting

and Successor Agency to the  
Former Redevelopment Agency

Tuesday, June 15, 2021 – 6:00 pm.

Via Zoom Webinar

[www.cityofwasco.org](http://www.cityofwasco.org)

### IMPORTANT NOTICE REGARDING JUNE 15, 2021 SPECIAL/REGULAR CITY 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/89527029434>

#### 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:** **8952 7029 9434**

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIMES. 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](mailto: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](mailto: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](mailto: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.

**SPECIAL MEETING – 6:00 pm**

- 1) **CALL TO ORDER:** Mayor
- 2) **FLAG SALUTE:** Mayor
- 3) **ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Members: Cortez, Martinez, Pallares
- 4) **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 agendaized for a report and discussed at a future City Council meeting.

**5) NEW BUSSINESS:**

- a. Adopt a Resolution Authorizing the City Manager to issue an Informal Bid and Award Contract to Lowest Responsible Bidder for the Emergency Repair of damages Associated with 6" Water Main Break on 7<sup>th</sup> Street between Cedar Avenue and Birch Avenue and to make necessary Budget Adjustments to pay for the Emergency Repairs. (Bishop)

**6) ADJOURNMENT:**

**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 Members: Cortez, Martinez, Pallares

**5) PRESENTATIONS:**

- a. Proclamation for Juneteenth

- b. Presentation by Farmworkers Institute of Education & Leadership Development (F.I.E.L.D) Representative.

**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:**

- a. Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Successor Agency Bank Accounts. (Perez Hernandez)

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:**

- a. Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts (Perez- Hernandez)

## **CITY COUNCIL BUSINESS:**

### **9) CONSENT CALENDAR:**

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

- a. Receive and file departments totaling \$22,415.26
- b. Adopt a Resolution Authorizing Michael Scott Hurlbert, the Signing Authority for all City Bank Accounts.
- c. Adopt a Resolution Authorizing the City Manager to Sign a Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2021-22 on its behalf.
- d. Adopt a Resolution Adopting a List of Projects for Fiscal Year 2021-22 Funded by SB 1: The Road Repair and Accountability Act of 2017.
- e. Adopt a Resolution Authorizing the City Manager to Enter Into An Agreement with Badawi and Associates for Auditor Services.
- f. Adopt a Resolution Declaring the City's Intention to Review the Improvements and Assessments for Wasco Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22 and Authorizing the City Clerk to Publish the Resolution Setting the Public Hearing

### **10) PUBLIC HEARINGS:**

- a. Adopt a Resolution Amending Traffic Impact Fees Rate Schedule. (Bishop)

### **11) DEFERRED BUSINESS: NONE**

### **12) NEW BUSINESS:**

- a. Discussion and Possible Minute Action on Commemorating Pride Month. (Mayor Garcia)
- b. Adopt a Resolution to Authorize the Adoption of the Caltrans Local Assistance Procedures Manual Chapter 10. (Bishop)
- c. Adopt a Resolution Approving the Cost Report for Abatement of Weeds, Trash, Rubbish, Property Board-up, and Approving the Cost Report for Outstanding Fines, Assessing the Cost Thereof and Imposing Liens Pursuant to City of Wasco Municipal Code Chapters 8.24 and 17.80 in the Amount of \$14,886.00. (Cobb)
- d. Adopt a Resolution Declaring the City's Intention to Review the Improvements and Assessments for Wasco Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22 and Authorizing the City Clerk to Publish the Resolution Setting the Public Hearing for July 6, 2021. (Bishop)
- e. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Affinity Truck Center in the Amount of \$716,399.87 to Purchase Two Refuse Trucks via Sourcewell Contract #060920-ATC and Authorize the City Manager to Adjust Original 2020-21 Capital Improvement Plan Project No. 20238 Budgeted Amount to \$725,000. (Bishop)



- f. Adopt a Resolution of the City Council of the City of Wasco Approving an Agreement by and between the City of Wasco and the County of Kern to Provide Law Enforcement Services Within the City of Wasco. (Ortiz Hernandez)
- g. Adopt a Resolution to Approve the Amended Employment Agreement Terms Between Roger Mobley and the City of Wasco. (Vera)

**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: None**

**18) CLOSED SESSION ACTION: None**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on June 14, 2021. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org)



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Maria O. Martinez, City Clerk

*All agenda item supporting documentation is available for public review in the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> Street, Wasco, CA 93280 during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm 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.***

*The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.*

*If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215 Requests for assistance should be made at least two (2) days in advance whenever possible.*

RESOLUTION NO. 2021 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF WASCO AUTHORIZING THE CITY MANAGER TO ISSUE AN INFORMAL BID AND AWARD CONTRACT TO LOWEST RESPONSIBLE BIDDER FOR THE EMERGENCY REPAIR OF DAMAGES ASSOCIATED WITH 6" WATER MAIN BREAK ON 7<sup>TH</sup> STREET BETWEEN CEDAR AVE AND BIRCH AVE AND TO MAKE NECESSARY BUDGET ADJUSTMENTS TO PAY FOR THE EMERGENCY REPAIRS**

**WHEREAS**, the 6" water main on 7<sup>th</sup> Street between Cedar Avenue and Birch Avenue experienced longitudinal cracking that led to a large water leak; and,

**WHEREAS**, said water leak deteriorated base layers over that time caused severe pavement distress; and,

**WHEREAS**, the City has identified water infrastructure and road repairs reflected in Exhibit "A" need to be repaired in order to ensure steady circulation and proper delivery of water; and,

**WHEREAS**, the City will be issuing an informal bid for repair work; and,

**WHEREAS**, the City will need to make necessary budget adjustments to pay for the repair.

**WHEREAS**, said repair agreement will be made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract code; and,

**WHEREAS**, awarded contractor and the City of Wasco shall each acknowledge that each party and their respective legal counsel have reviewed the Agreement before it is executed; and,

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

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

**SECTION 1:** Authorizes the City Manager to issue an informal bid for the emergency repairs needed.

**SECTION 2:** Authorizes the City Manager to make necessary budget amendments to complete the repair.

**SECTION 3:** Authorizes the City Manager to execute the agreement and contract change orders in an amount not to exceed an aggregate of 15% of awarded bid price.

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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 special meeting thereof held on June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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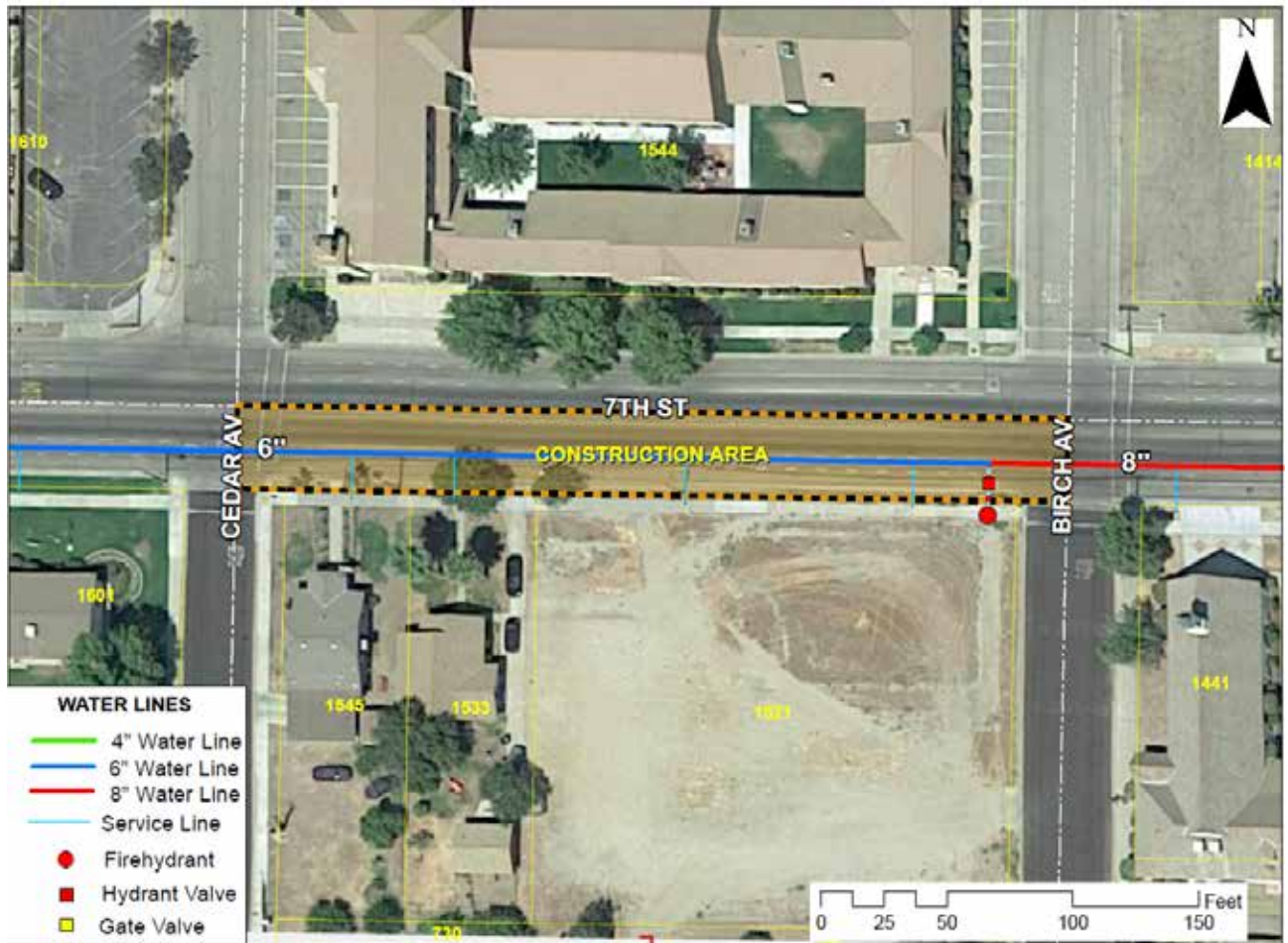
**ALEXANDRO GARCIA**  
**MAYOR** of the City of Wasco

**ATTEST:** \_\_\_\_\_

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

## EXHIBIT "A"





## STAFF REPORT

### Successor Agency to the Former Wasco Redevelopment Agency

**TO:** Honorable Chairman and Governing Board

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Successor Agency Bank Accounts

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**Recommendation:**

Staff recommends the Governing Board Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Successor Agency Bank Accounts

**Discussion:**

The Successor Agency bank accounts require a formal resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank account. Through this resolution, we are adding Michael Scott Hurlbert as the City Manager and removing Daniel Ortiz Hernandez.

Alexandro Garcia	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

**Fiscal Impact:**

None.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WASCO REDEVELOPMENT AGENCY AUTHORIZING THE SIGNING AUTHORITY FOR ALL SUCCESSOR AGENCY BANK ACCOUNTS**

**WHEREAS,** The Governing Board hereby authorizes the following individuals to have signing authority for all bank accounts of the Successor Agency to the Former Wasco Redevelopment Agency:

Alexandro Garcia	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

**NOW THEREFORE BE IT RESOLVED,** by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency as follows:

**SECTION 1:** These individuals shall have authority to sign checks and conduct banking transactions on behalf of the Agency until they are removed from their elected or assigned position.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 -        was passed and adopted by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency at a regular meeting thereof held on June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**ALEXANDRO GARCIA**  
**CHAIRMAN** of the Successor  
Agency to the Former Wasco  
Redevelopment Agency

**Attest:** \_\_\_\_\_

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**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Board of the Successor Agency  
to the Former Wasco  
Redevelopment Agency



## STAFF REPORT

### Wasco Public Financing Authority

**TO:** Honorable Chairman and Board of Directors

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts

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**Recommendation:**

Staff recommends the Board of Directors Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority to add Michael Scott Hurlbert as an Authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts.

**Discussion:**

The Authority bank accounts require a formal resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank account. Through this resolution, we are adding Michael Scott Hurlbert as the City Manager.

Alexandro Garcia	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

**Fiscal Impact:**

None.

**Attachments:**

1. Resolution



**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WASCO PUBLIC  
FINANCING AUTHORITY AUTHORIZING SIGNING AUTHORITY FOR ALL  
WASCO PUBLIC FINANCING AUTHORITY BANK ACCOUNTS**

**WHEREAS,** The Board of Directors hereby authorizes the following individuals to have signing authority for all bank accounts of the Wasco Public Financing Authority:

Alexandro Garcia.	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

**NOW THEREFORE BE IT RESOLVED,** by the Board of Directors of the Wasco Public Financing Authority as follows:

**SECTION 1:** These individuals shall have authority to sign checks and conduct banking transactions on behalf of the Wasco Public Financing Authority until they are removed from their elected or assigned position.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 - \_\_\_\_\_ was passed and adopted by the Governing Board of the Wasco Public Financing Authority at a regular meeting thereof held on June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**ALEXANDRO GARCIA**  
**CHAIRMAN** of the Wasco  
Public Financing Authority

**Attest:** \_\_\_\_\_

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**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Board of the Wasco Public  
Financing Authority



Bill Pay List

Council Meeting: Tuesday June 15, 2021

Digitally signed by: Isarel Perez-Hernandez  
DN: CN = Isarel Perez-Hernandez  
email = isperhez@cityofwasco.org  
C= US, O = City of Wasco  
Date: 2021.06.10 11:47:48 -0800

WarrantNo	Amount
G050521	22,415.26
Grand Total	\$ 22,415.26

Verified by:  
Finance Director

A	B	C	D	E	F	G	H	I
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	ClkNo	Description	Amounts
1	G050521	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1006637		21259	DEC 2020 HRA & MEDICAL ADMIN FEES	1,350.00
2	G050521	AFFINITY TRUCK CENTER	405	F013220508:01		21261	DISPOSAL #23: BELT TENSIONER	354.51
3	G050521	AMAZON CAPITAL SERVICES, INC	4968	R1UL-DV9C-QL4L		21262	DYMO LABELWRITER TWIN TURBO FOR CITY CLERK	329.62
4	G050521	APPLIED TECHNOLOGY GROUP	905	INV0000021854		21264	RADIO STATION INSTALL WITH REMOTE MICS-PW	2,292.85
5	G050521	ATV INC	4796	153020208		21263	TRANSIT DAR #63: ALIGNMENT	84.00
6	G050521	AUTOZONE, INC	851	5346001019		21258	WATER #53: PM FILTERS	19.89
7	G050521	AUTOZONE, INC	851	5346986503		21258	MATERIAL: BRAKE CLEANER	25.85
8	G050521	BC LABORATORIES, INC.	63	B416069		21265	WW TEST SAMPLE 5/7/21 INFLUENT MONITORING	70.00
9	G050521	BC LABORATORIES, INC.	63	B416253		21265	WW TEST SAMPLE 4/20/21 INFLUENT MONITORING	239.00
10	G050521	BC LABORATORIES, INC.	63	B416804		21265	WW TEST SAMPLE 5/13/21 INFLUENT MONITORING	70.00
11	G050521	BC LABORATORIES, INC.	63	B416185		21265	WTR TEST SAMPLE 5/4/21 WELL #7 DRINKING WTR EDT	891.60
12	G050521	BC LABORATORIES, INC.	63	B416987		21265	WTR SAMPLE TEST 5/11/21 BACTERIOLOGICAL	70.00
13	G050521	BC LABORATORIES, INC.	63	B417031		21265	WW SAMPLE TEST 5/11/21 INFLUENT MONITORING	70.00
14	G050521	CINTAS CORPORATION NO. 3	4480	4085747369		21266	UNIFORM SRVCS MAY 21	290.33
15	G050521	CINTAS CORPORATION NO. 3	4480	4086243796		21266	UNIFORM SRVCS JUNE 21	253.33
16	G050521	CITY OF WASCO/PUBLIC TRANSIT	1683	9761		21267	CNG FUEL MAY 2021 FOR PUBLIC TRANSIT	444.02
17	G050521	CITY OF WASCO/PUBLIC TRANSIT	1683	9767		21267	CNG FUEL MAY 21- SANITATION	4,449.68
18	G050521	CLARK PEST CONTROL	117	28315962		21268	MAY 2021: PEST CONTROL SERVICE @ 5409 7TH ST	51.00
19	G050521	COUNTRY AUTO & TRUCK, INC.	3008	727281		21269	DISPOSAL #14: PM FILTERS	149.02
20	G050521	COUNTRY TIRE & WHEEL	4953	2209122		21270	TRANSIT DAR #63: 4 NEW TIRES	706.06
21	G050521	COUNTRY TIRE & WHEEL	4953	2209068		21270	WTR #50,54, & 51: 6 NEW TIRES	889.24
22	G050521	DEPARTMENT OF JUSTICE	1668	514708		21271	FINGERPRINT FOR MAY 21	32.00
23	G050521	FED EX	123	7-387-24984		21272	FEDEX MAY 28,21	155.57
24	G050521	HALL LETTER SHOP, INC	1160	22188		21274	2 MISSION STATEMENT POSTERS @ PW OFFICE	79.04
25	G050521	JEFFRIES BROS., INC	140	88600		21275	55 GALLON DURM WHITE OIL 90	1,280.07
26	G050521	LAWSON PRODUCTS INC	792	9308473326		21276	DISPOSAL #GENERAL: HYDRAULIC FITTING ALL SIZES	412.91
27	G050521	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-412724		21277	AC #33: RACK AND PINION	419.30
28	G050521	PETERSON AUTO SUPPLY	152	7417-226002		21278	DISPOSAL #22: 30 FT HYDRAULIC HOSE AND FITTINGS	354.20
29	G050521	PG & E COMPANY	85	07051823859 05/24/2		21279	UB 501 F STREET 05/24/21	879.38
30	G050521	PG & E COMPANY	85	0008011995-1		21279	UB APR 2021 5409 7TH STREET	142.96
31	G050521	PG & E COMPANY	85	4675436856-4		21279	UB 04/28/21-05/26/21 NE COR CENTRAL AVE & MARGALO	162.31
32	G050521	READYREFRESH BY NESTLE	4027	01E0033487406		21280	4/27/21 TO 5/26/21 DRINKING WTR @ 5409 7TH ST	45.70
33	G050521	SAFETY-KLEEN SYSTEMS, INC	4768	859999308		21281	MATERIAL: PART WASHER SERVICE	168.88
34	G050521	SANDOVAL INDUSTRIES LLC	1180	33		21282	MAKE DRAIN COVER	349.99
35	G050521	SOUTHWESTERN EQUIPMENT COMPANY	4791	40046		21283	DISPOSAL #14: TAILGATE SEAL	103.72
36	G050521	SWAGIT PRODUCTIONS, INC	5178	16668		21260	VIDEO STREAMING SERVICE: NOVEMBER 2020	1,435.00
37	G050521	THE HOME DEPOT PRO	5006	617365168		21285	JANITORIAL SUPPLIES	107.06
38	G050521	T-MOBILE	4899	964042089 MAY 21		21284	CELL PHONES SRVCS 04/21/21-05/20/21	753.49
39	G050521	TRADICIONES MARKETS, INC	5259	532 MAY 21		21273	MAY 2021 - 532 UB TRANSACTION	95.76
40	G050521	UNIVAR USA INC	111	49153318		21286	WELL #14: 747 G ST LIQUID CHLORINE	575.13
41	G050521	UNIVAR USA INC	111	49153319		21286	WELL #7: 4TH & POPLAR CHLORINE LIQUID	625.14
42	G050521	VERIZON WIRELESS SERVICE LLC	4237	9880615224		21287	CELL PHONES & IPADS 04/26/21-05/25/21	1,137.65
43							GRAND TOTAL	\$ 22,415.26



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Authorizing Michael Scott Hurlbert, the Signing Authority for all City Bank Accounts.

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**Recommendation:**

Staff recommends City Council Adopt a Resolution authorizing Michael Scott Hurlbert the signing authority for all City Bank Accounts.

**Discussion:**

The City's Bank Accounts require a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank accounts. Through this resolution, we are adding Michael Scott Hurlbert as the City Manager.

Alexandro Garcia	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

**Fiscal Impact:**

None.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING  
THE SIGNING AUTHORITY FOR ALL CITY OF WASCO BANK ACCOUNTS**

**WHEREAS,** The City Council hereby authorizes the following individuals to have signing authority for all City of Wasco bank accounts :

Alexandro Garcia	Mayor
Gilberto Reyna	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

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

**SECTION 1:** These individuals shall have authority to sign checks and conduct banking transactions on behalf of the City until they are removed from their elected or assigned position.

-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 June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**ALEXANDRO GARCIA**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Sign a Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2021-22 on its behalf.

---

### **Recommendation:**

Staff recommends adopting a resolution authorizing the City Manager to sign a letter authorizing the County of Kern as the lead agency to submit to the California Department of Resources Recycling and Recovery CalRecycle a regional application for the used oil payment program fiscal year 2021-22 on its behalf.

### **Background:**

The City has historically opted into the regional application for used oil payment program with the County of Kern.

### **Discussion:**

It is in the City's best interest to authorize the County of Kern to be the lead agency and submit an application on the City of Wasco's behalf for funding to CalRecycle for the support and marketing of used oil recycling centers within the City limits. The City has authorized the County previously and is required to do so on an annual basis.

Public Resources Code 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which provides for, among other things, funding to assist local governments in developing and maintaining an ongoing used oil and used oil filter collection/recycling program for their communities. In 2009, Senate Bill 546 (Lowenthal, Chapter 353, Statutes of 2009) was enacted and made various changes to the Act, including changing the funding from a reimbursable grant program (formerly known as the Used Oil Block Grant Program [UBG]) to a payment program (referred to as the Used Oil Payment Program [OPP]), increasing the funding to \$11 million per year (up from \$10million), and encouraging local governments to use a minimum of \$1 million (approximately 10 percent of their individual funding) on collection and recycling of used oil filters.

As lead agency, the County manages and oversees the used oil recycling program. This program consists of the operation and oversight of certified used oil collection centers in Kern Unincorporated areas and within the participating jurisdictions. The County also provides advertisement and promotion of the program, submits required reporting to the State, and covers other administrative responsibilities. The County has larger staffing resources and capacity than the City to monitor and implement the used oil recycling program; therefore, staff recommends the City opt into the regional application as it has historically done.

The letter was originally due June 4, 2021; however, the County of Kern granted the City an extension to June 16, 2021.

**Fiscal Impact:**

None

**Attachments:**

1. Letter of Participation for the Used Oil Payment Program, Fiscal Year 2021-2022
2. Resolution
3. Correspondence from Kern County Public Works



**CRAIG M. POPE, P.E., DIRECTOR**  
ADMINISTRATION & HUMAN RESOURCES  
FINANCE & ENGINEERING  
BUILDING & CODE  
OPERATIONS



**2700 "M" STREET, Suite 400**  
**BAKERSFIELD, CA 93301-2370**

Phone: (661) 862-5100  
FAX: (661) 862-8851  
Toll Free: (800) 552-5376 Option 5  
TTY Relay: (800) 735-2929

April 20, 2021

Mr. Daniel Ortiz-Hernandez, City Manager  
City of Wasco  
746 8<sup>th</sup> Street  
Wasco, CA 93280  
([daortiz@ci.wasco.ca.us](mailto:daortiz@ci.wasco.ca.us))

Dear: Mr. Ortiz-Hernandez,

**RE: Letter of Participation for the Used Oil Payment Program, Fiscal Year 2021-2022**

Kern County, as the lead agency for the Used Oil Program, will be submitting an annual application for the Used Oil Payment Program to CalRecycle on behalf of the County and participating jurisdictions for the Fiscal Year 2021-2022. As in prior years, your City may choose to be a participating jurisdiction.

In order to be a participating jurisdiction, your City must submit a Letter of Authorization. Attached is an authorization letter template for your use.

As lead agency, the County manages and oversees the used oil recycling program. This program consists of the operation and oversight of certified used oil collection centers in Kern Unincorporated areas and within the participating jurisdictions. The County also provides advertisement and promotion of the program, submits required reporting to the State, and covers other administrative responsibilities.

The authorization letter should be on the city letterhead and addressed to CalRecycle. Both electronic and original wet ink signatures will be acceptable and must be either mailed to Kern County Public Works Department or directly emailed to me at [woodardr@kerncounty.com](mailto:woodardr@kerncounty.com). Please arrange to submit a letter by June 4, 2021. This will allow the submittal of application in a timely manner.

If you have any questions, feel free to contact me at (661) 862-5211.

Sincerely,

Rachel Woodard  
Kern County Public Works Department  
Operations and Maintenance Division  
[woodardr@kerncounty.com](mailto:woodardr@kerncounty.com)



**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN A LETTER AUTHORIZING THE COUNTY OF KERN AS THE LEAD AGENCY TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) A REGIONAL APPLICATION FOR THE USED OIL PAYMENT PROGRAM FISCAL YEAR 2021-22**

**WHEREAS**, the City Council of the City of Wasco has limited staffing capacity and historically ops into the regional application for used oil payment program with the County of Kern; and

**WHEREAS**, Public Resources Code 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which provides for, among other things, funding to assist local governments in developing and maintaining an ongoing used oil and used oil filter collection/recycling program for their communities; and

**WHEREAS**, the County of Kern acts as the lead agency and oversees the used oil recycling program; and

**WHEREAS**, the City wishes to submit a letter with language attached as Exhibit "A" to authorize the County of Kern as the Lead Agency to submit to CalRecycle a regional application for the used oil payment program; and

**WHEREAS**, the County of Kern provides advertisement and promotion of the program, submits required reporting to the State and covers other administrative responsibilities;

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

**SECTION 1:** The City Manager is authorized to endorse and send a letter authorizing the County of Kern as the lead agency to submit to CalRecycle a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2021-22 on the City of Wasco's behalf.

-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 June 15, 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



## City Manager's Office

(661) 758-7214 Fax (661) 758-5411

746 8<sup>th</sup> Street, Wasco, CA 93280

[www.cityofwasco.org](http://www.cityofwasco.org)

June 15, 2021

Rachel Woodard  
Kern County Public Works Department  
Operations and Maintenance Division  
2700 M Street, Suite 400  
Bakersfield, CA 93301-2370

### RE: Letter of Authorization

I am Daniel Ortiz Hernandez of the City of Wasco. I am authorized to contractually bind the City of Wasco. Pursuant to this authority, I hereby authorize the County of Kern to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the City of Wasco. The County of Kern is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

\_\_\_\_\_  
Signatory's Name

Job Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

Signed \_\_\_\_\_



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Adopting a List of Projects for Fiscal Year 2021-22  
Funded by SB 1: The Road Repair and Accountability Act of 2017

---

### **Recommendation:**

Staff recommends adopting a resolution adopting a list of project for Fiscal Year 2021-22 funded by SB 1: The Road Repair Accountability Act of 2017, as required by the California Transportation Commission to receive the City's apportionment of funds.

### **Background:**

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017 and is now going to be entering into its Fourth year. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road systems. The bill also requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds.

### **Discussion:**



After reviewing the Cities current Pavment Condition Index (PCI) map along with the current outlook for Street Projects funded by other sources it was determined that Poplar Avenue would be a beneficial selection for our 2021-22 SB1 Project. This is due to the high pedestrian and vehicle traffic present on Poplar as well as quickly deteriorating segments of the roadway between HWY 46 and Filburn Avenue. This Project will address various locations of concern in order to enhance both pedestrian and vehicle facilities along the roadway. In addition, the segments that will be improved will tie into segments of two other Projects that were completed with SB1 funds in past years.

The reason for recommending approval of the attached resolution is to satisfy the requirements of SB 1 relative to holding local governments accountable for the efficient investment of public funds to maintain public streets and roads, and especially the following addition to the Streets & Highways Code: (a) (1) Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding shall be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting. The list of projects proposed to be funded with these funds shall include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030.

**Fiscal Impact:**

Based on estimates provided by CaliforniaCityFinance.com, Wasco is expected to receive a total of \$546,372.00 in FY 21-22. These are estimates and the actuals are anticipated to come in close to this estimate.

The approval of this Resolution will make the City eligible to receive its apportionment of funds. This will be put forth in the CIP as part of the 21/22 FY budget.

**Attachments:**

1. Pavement Condition Index Map
2. Resolution

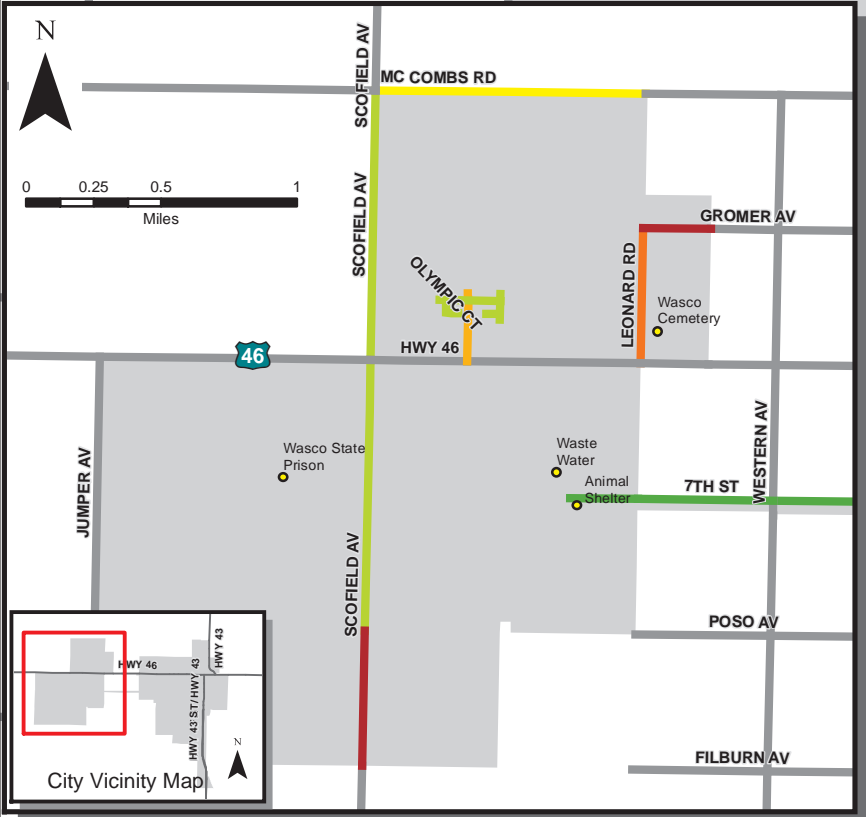
# CITY OF WASCO

## STREET PCI

FEB 2021



SEE MAP BELOW



LEGEND

PCI

EXCELLENT 85 - 100

VERY GOOD 70 - 84

GOOD 55 - 69

FAIR 40 - 54

POOR 25 - 39

VERY POOR 10 - 24

FAILED 0 - 9

MAINTAIN BY OTHERS

CITY LIMITS

## **RESOLUTION NO. 2021 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$546,372 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

**WHEREAS**, this is the 4th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate its streets and add active transportation infrastructure throughout the City this year and a number of similar projects into the future; and



**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

**SECTION 1:** The foregoing recitals are true and correct.

**SECTION 2:** The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

**Project Title: Poplar Ave. Pavement Rehabilitation (Various Locations)**

**Project Description: Pavement Rehabilitation on Poplar Avenue in various locations.**

**Project Location: Poplar Ave. between Filburn Ave. and HWY 46 in various locations.**

**Estimated Project Schedule: Start (02/22) – Completion (08/22) based on the component being funded with RMRA funds**

**Estimated Project Useful Life: 15-20 years.**

**SECTION 3:** The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Not Applicable.

-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 June 15, 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



## STAFF REPORT

### CITY OF WASCO

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Enter Into An Agreement with Badawi and Associates for Auditor Services.

---

#### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Badawi and Associates for auditor services.

#### **DISCUSSION:**

##### **Overview**

The City's financial statements have been audited by Albert and Associates, LLP, for the last ten years. While the City has been satisfied with the work performed by this firm and expected to use them for audit services for the fiscal year ending June 30, 2021, they notified the City in March 2021 that they would no longer be able to provide the City with audit services due to increasing requirements that as a small firm they cannot meet.

Accordingly, as described below, the City launched a comprehensive, competitive process to select a replacement audit firm. This selection process resulted in the recommendation to enter into an agreement for auditor services with Badawi and Associates.

##### **Selection Process**

Four key steps were leading to the selection of Badawi and Associates:

1. **RFP Preparation and Issuance.** The request for proposals (RFP) was prepared to incorporate "best practice" provisions and was distributed on April 1, 2021, to fourteen highly qualified audit firms with offices in California. Proposers were provided an opportunity to present written questions about the City's RFP and receive written responses. Additionally, a pre-proposal conference via Zoom was held on April 15 to answer any questions that prospective proposers may have about the RFP or the City's selection process.

2. **Proposal Review.** The City received five proposals by the May 11, 2021, due date:

- Badawi and Associates
- Brown Armstrong
- Lance, Soll & Lunghard (LSL)
- Price Paige
- The Pun Group

As set forth in the RFP, proposals were evaluated by a review team (Isarel Perez-Hernandez, Finance Director; Diego Viramontes, Accounting Manager; and Bill Statler, Fiscal Advisor) based on the following criteria:

- Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- Auditors' experience in conducting audits of cities of similar nature, size, and complexity.
- The audit team's technical experience and professional qualifications; the number of key and supervisory personnel who will directly participate in the audit will be a consideration; and the auditors' commitment to keeping a stable team assigned to the audit.
- Size and structure of the firm's office from which the audit work is to be done. The City is looking for a highly qualified team that is able to meet the due dates specified in this document.
- Proposed compensation.

The RFP noted that contract award would not be based solely on price but on a combination of factors as determined to be in the City's best interest.

The following is an evaluation summary of the five proposals:

Criteria	Badawi	Brown Armstrong	LSL	Price Paige	Pun Group
RFP responsiveness; understanding of workscope	Excellent	Excellent	Excellent	Excellent	Excellent
Firm experience	Excellent	Excellent	Excellent	Good	Excellent
Audit team experience	Excellent	Excellent	Excellent	Good	Excellent
Size and structure	Excellent	Excellent	Excellent	Good	Excellent
Proposed 2020-21 compensation	\$39,900	\$58,800	\$54,400	\$68,000	\$70,000

As reflected above, all of the proposals were ranked as excellent or good. However, proposed fees varied significantly, ranging (for the first year) from \$39,900 to \$70,000.

3. **Candidate Interviews.** Based on their excellent proposals and competitive pricing, three firms – Badawi and Associates, Brown Armstrong, and LSL were invited to follow-up interviews on May 20, 2021. All of the firms did well in their presentations and responses to follow-up questions; however, Badawi and Associates interview was especially notable in proactively addressing key issues of interest to the City. In summary, based on their solid experience in performing local government audits, excellent proposal and understanding of the City's needs, interview results, and very competitive fees, the review team selected Badawi and Associates as the finalist firm.
4. **Reference Checks.** The last step in the selection process was reference checks. Four cities were contacted about their experience with Badawi and Associates, and all gave the firm excellent reviews.

### Key Agreement Features

As set forth in the RFP, the following are key features of the proposed agreement.

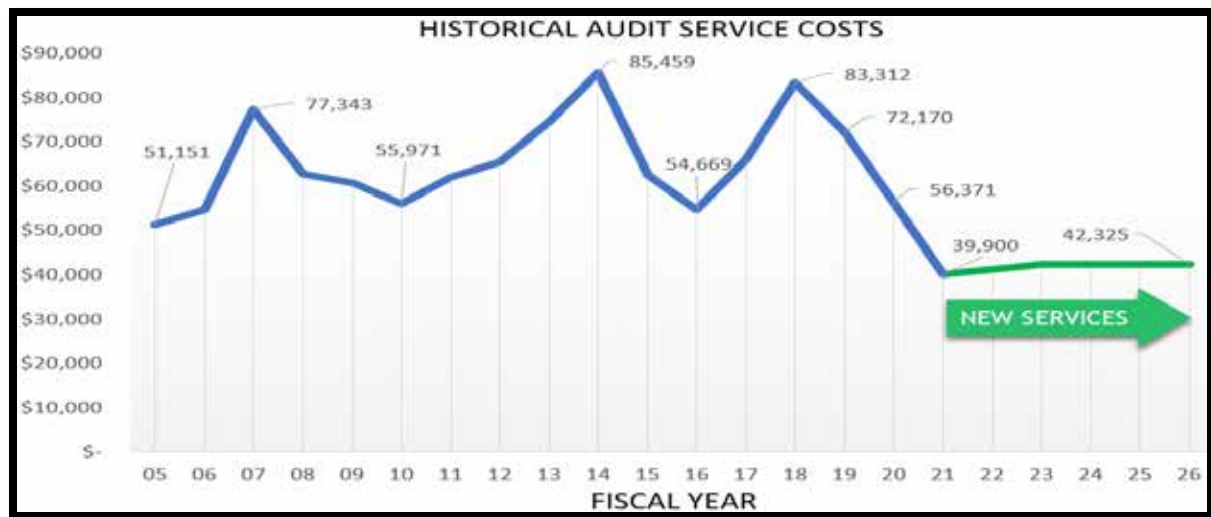
- **Term.** Three-year agreement with an option to renew for another three years.
- **Scope of Services and Compensation.** The following summarizes the five main services the auditor will provide to the City and its compensation for the initial three-year term and for the optional three-year term (if the City decides to exercise this option).

Services	Term Fiscal Years			Optional Fiscal Years		
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
City Financial Statements	34,800	35,775	36,773	36,773	36,773	36,773
Single Audit	1,875	1,895	1,927	1,927	1,927	1,927
Measure X Audit	1,285	1,365	1,453	1,453	1,453	1,453
State Controller's Report	1,435	1,520	1,613	1,613	1,613	1,613
Gann Limit Agreed-Upon Procedures	505	530	559	559	559	559
Total	\$39,900	\$41,085	\$42,325	\$42,325	\$42,325	\$42,325

### FISCAL IMPACT

The proposed fees compare very favorably with current fees of \$56,371.12 for the same scope of services.

Below is a graph for audit services depicting the audit service year over year. Over the past ten years, the City has experience fees as high as \$85,459 and as low as \$51,15. These swings in fees can be related to size, risk or complexity of the audit.



## ATTACHMENTS

1. Resolution
2. Agreement
3. Badawi and Associates Proposal
4. Government Finance Officers Association (GFOA) guidance on Audit Procurement

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH  
BADAWI AND ASSOCIATES FOR AUDITOR SERVICES**

**WHEREAS**, the City of Wasco's current auditor Albert and Associates has notified the City it will no longer be able to provide the City with audit services due to increasing requirements that, as a small firm, they cannot meet; and

**WHEREAS**, the City followed a comprehensive request for proposals and selection process in seeking a replacement audit firm, which resulted in receiving proposals from five highly-qualified firms, including Badawi and Associates; and

**WHEREAS**, Badawi and Associates have solid experience in performing local government audits, submitted an excellent proposal demonstrating an understanding of the City's needs, performed well in the follow-up interview, received excellent references in background checks, and proposed very competitive fees.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Wasco that it hereby authorizes the City Manager to enter into an agreement with Badawi and Associates for audit services.

-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 June 15, 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 NO. 2021 –**

### **AGREEMENT FOR AUDITOR SERVICES BETWEEN THE CITY OF WASCO AND BADAWI AND ASSOCIATES**

**THIS AGREEMENT** (the "Agreement") made is on this 15<sup>th</sup> day of June 2021, between the CITY OF WASCO (the "City") and BADAWI AND ASSOCIATES (the "Auditor").

### **WITNESSETH**

**WHEREAS**, the City wishes to hire Auditor to perform auditing services (the "Services") as set forth in the City's Request for Proposal (the "RFP") dated April 1, 2021, and the Auditor's proposal (the "Proposal") dated May 11, 2021, which are hereby incorporated into this Agreement as though set forth in full as part of its services, pursuant to the terms and conditions described hereinafter. Auditor may be asked to provide additional services if necessary during the term of this Agreement.

**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. City hereby contracts with Auditor to perform the Services, and Auditor hereby agrees to perform the Services for City pursuant to the terms and conditions of this Agreement.
3. The term of this Agreement (the "Term") shall commence on the date of this Agreement and terminate on completion of the financial audit for Fiscal Year 2022-23 unless extended by City's exercise of its option (the "Option") for Services" as set forth in the RFP for an additional three-year Term, or unless earlier terminated as hereinafter provided. The City shall exercise its Option, if at all, by sending written notice of exercise of the Option to Auditor prior to expiration of the Term.
4. Auditor shall perform the Services for each fiscal year during the Term and Option Term for a maximum fee (the "Fee") as set forth in the Proposal and below:

Services	Term Fiscal Years			Optional Fiscal Years		
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
City Financial Statements	34,800	35,775	36,773	36,773	36,773	36,773
Single Audit	1,875	1,895	1,927	1,927	1,927	1,927
Measure X Audit	1,285	1,365	1,453	1,453	1,453	1,453
State Controller's Report	1,435	1,520	1,613	1,613	1,613	1,613
Gann Limit Agreed-Upon Procedures	505	530	559	559	559	559
Total	\$39,900	\$41,085	\$42,325	\$42,325	\$42,325	\$42,325

The Auditor shall submit invoices (the "Invoices") for the Services no more often than monthly, which shall include a description of all Services performed and such additional information as requested by the City Manager. The City Manager or his designated representative shall have the right of reasonable review of the Invoices, and the Services described therein and, at the conclusion of the review, shall process the Invoices for payment.

5. Auditor shall indemnify, defend and hold harmless the City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages arising out of or in any way connected with any act or omission by or on behalf of Auditor.

6. Without limiting Auditor's obligations under Paragraph 5 of this Agreement, Auditor 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 liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Auditor's performance hereunder in amounts not less than \$1 million per occurrence, which policy shall be primary insurance naming City, its officers, councilpersons, and employees as additional insureds and affording City at least ten (10) days' notice prior to cancellation or reduction of coverage. Auditor shall also obtain and maintain during the life of this Agreement professional and negligent acts, errors, and omissions insurance satisfactory to the City Attorney in an amount not less than \$1 million per occurrence.

7. Auditor shall not assign its interest herein or any part thereof without City's prior written consent, which may be approved or denied in City's sole discretion.

8. City may terminate this Agreement at any time with or without cause by giving Auditor ten days prior written notice. In such event, Auditor shall be entitled to payment for that portion of the Fee represented by the amount of the Services completed by Auditor to the date of termination as reasonably determined by City in consultation with Auditor except in the case of termination for cause in which case Auditor shall not be entitled to payment for any Services which were performed in breach of this Agreement.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

City:  
City Manager  
746 8th Street  
Wasco, California 93280

Auditor:  
Ahmed Badawi, CPA  
Badawi & Associates  
2855 Telegraph Avenue, Suite 312  
Berkeley, CA 94705

Any party may change its address giving notice to the other party in the manner herein described.

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 constitutes 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.

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 attorneys' fees and actual costs.

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

16. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

17. 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.

18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

19. 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.

20. City and Auditor 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.

21. Unless such property is proprietary in nature, all reports, information, data, and exhibits drafted or provided by Auditor and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

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

CITY OF WASCO:

AUDITOR:

\_\_\_\_\_

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

**Daniel Ortiz Hernandez**  
City Manager  
City of Wasco

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
**Tom Schroeter**  
*City Attorney*  
City of Wasco

**Maria Martinez**  
*City Clerk*  
City of Wasco

# City of Wasco

## TECHNICAL PROPOSAL

### **For Professional Auditing Services for the City of Wasco**

For fiscal years ending June 30, 2021 through 2023,  
with an option to renew for another three years.

***May 11, 2021***

**Contact Person:**

Ahmed Badawi, CPA  
Badawi & Associates  
Certified Public Accountants  
2855 Telegraph Avenue, Suite 312  
Berkeley, CA 94705  
Phone: (510) 768-8244  
Fax: (510) 768-8249  
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# City of Wasco

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May 11, 2021

Mr. Isarel Perez-Hernandez  
Finance Director  
City of Wasco  
764 E Street  
Wasco, CA 93280

Dear Mr. Perez-Hernandez:

Badawi & Associates (B&A), Certified Public Accountants (the "Firm") is pleased to have the opportunity to respond to your request for a proposal to provide external audit services and to submit its qualifications to perform an independent audit of the financial statements of the City of Wasco (the "City") for the fiscal years ending June 30, 2021 through 2023, with an option to renew for another three years. The objective of our audits is to issue opinions regarding the fairness of presentation of the financial position of the City in accordance with generally accepted accounting principles. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Accountability Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984, as amended in 1996), and the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations, Uniform Administrative Requirements, as well as any other applicable federal, state, local or programmatic audit requirements.

We will also perform the following as part of our engagement:

- Single Audit
- Measure X Audit
- State Controller's Report
- GANN Limit Agreed-upon Procedures

We will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information. In addition, we will prepare the management letter containing comments and recommendations regarding our review and evaluation of the systems of internal control and accounting procedures.

This proposal will highlight the background of the partners and staff assigned to the engagement, summarize our experience in the governmental area, and describe our approach to auditing the City.

This proposal demonstrates our ability to render the quality examination and to perform the necessary accounting and auditing services requested by the City on a timely basis.

As a partner of the Firm, I will be the primary contact for negotiation of the contract. Additionally, I have been authorized to legally bind the Firm. You may contact me at the following address and phone number:

Mr. Ahmed Badawi, CPA  
Badawi & Associates  
Certified Public Accountants  
2855 Telegraph Avenue, Suite 312  
Berkeley, CA 94705  
Telephone: (510)768-8244  
E-mail: [abadawi@b-acpa.com](mailto:abadawi@b-acpa.com)



Mr. Isarel Perez-Hernandez  
Finance Director  
City of Wasco  
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We are committed to performing the required work, completing the audit, and issuing the necessary auditors' reports.

We believe we are the best qualified to perform the audit because our audit staff includes individuals well versed in municipal auditing and reporting requirements. Our Firm audit staff is experienced in proofreading and formatting governmental financial statements, and participates in the Governmental Finance Officers Association ("GFOA") Certificate of Achievement for Excellence in Financial Reporting Program. We have performed auditing and consulting engagements for numerous cities throughout California. We will be responsive to the needs of the City, we understand the City's operational environment, and pledge to you our complete commitment to providing a quality product that meets the City's requirements.

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's office operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies and disruptions are kept to a minimum. In addition, we perform almost half of the audit tasks during the interim phase to minimize any unforeseen delays during the year-end phase and to ensure a smooth and timely audit process.

The Firm is a local firm and is located in Berkeley, California.

The Firm maintains liability insurance coverage for professional liability, Workers' Compensation, Comprehensive General Liability and Auto as part of our comprehensive insurance policy.

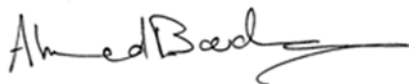
The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

This proposal is a firm and irrevocable offer for 180 days.

We are confident that you will find our organization offers the required expertise, technical knowledge, and business understanding to perform an audit of the City. Our past experience provides us with a thorough understanding of the needs and requirements of the City, as well as the technical knowledge to perform such services in accordance with the accounting and auditing guidelines as published by the various authoritative entities.

We welcome your inquiries and look forward to further discussions with you.

Sincerely,



Ahmed Badawi  
Partner  
Badawi & Associates  
Certified Public Accountants

## **Firm Independence**

### **Qualifications and Experience**

The Firm is independent of the City of Wasco as defined by the GAO's Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and the AICPA and California State Society of Certified Public Accountants as promulgated in various auditing and professional standards.

#### **Insurance**

The Firm maintains professional liability insurance and other coverage as part of our comprehensive insurance policy. Upon selection as the City's independent auditor, the Firm and our insurance provider will provide a certificate of insurance to the City which shows the minimum requirements identified by City have been met.

#### **License to Practice in California**

The Firm and all key professional staff assigned to the City's audit are properly licensed to practice as Certified Public Accountants in the State of California and comply with GAO *Government Auditing Standards*.

The Firm is registered with the California State Board of Accountancy. Its State number is COR6823.

The Firm has met all required State and local laws, rules, and regulations.

#### **Firm Qualifications**

Badawi & Associates was founded by Mr. Ahmed Badawi. Mr. Badawi has over 20 years of experience working with state and local government with a special focus on cities. Prior to founding B&A, Mr. Badawi was a partner with several local and national firms, where he headed their government practice in Northern California. Mr. Badawi founded Badawi & Associates to serve the fast-paced needs of California's local governments. The goal is to build a proactive, client-focused culture from the ground up and to eliminate the entrenched bureaucratic culture and intrinsic limitations of the big audit firms.

Located in Berkeley, CA, the Firm serves a variety of cities and towns throughout California as well as conducting financial related services for numerous special districts and authorities. Names and phone numbers of several of our current and past clients and other references are provided for your inquiries. We encourage you to contact these individuals to obtain information on the quality of the audit and the ability of the audit staff.

Our Berkeley office will be the Engagement Office assigned to the City.

In addition to specific City financial statements, the Firm members have also audited numerous redevelopment agencies, public financing authorities, hospitals, housing authorities, transportation authorities, special districts, water districts, OCJP grants, self-insurance pools, joint power authorities and has also performed numerous compliance audits in accordance with the Single Audit Act, childcare regulations, TOT regulations, AQMD regulations, franchise requirements.

The Engagement Partner assigned to the City will be Mr. Ahmed Badawi. Mr. Badawi has over 20 years of government audit experience. He is a member of various governmental committees, has actively participated in the development of accounting and audit guidelines for the governmental sector, and is an instructor for the California Society of Municipal Finance Officers.

The professional staffs assigned to the Engagement are qualified and experienced. Each individual of the Engagement Team has several years of experience and has conducted or participated in numerous municipal audits of various sizes. Their understanding of governmental operations and the various authoritative guidelines will provide the where-with-all to perform the audit in an efficient and effective manner with minimal disruption to the City's finance department.

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### Technical Approach

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.

The audit approach will consist of four phases:

1) **Initial Planning Meeting:**

The Engagement Partner and Manager will meet with City Management to discuss the audit approach, identify specific needs of City Management, and familiarize themselves with City policies and practices.

2) **Interim:**

The Engagement Team members including the Engagement Team Partner will perform the internal control reviews, test transactions, evaluate compliance with Single Audit Act requirements, identify potential audit issues that need to be addressed, perform limited confirmation procedures, and develop a clear understanding between the Engagement Team and City Management of the year-end audit responsibilities and assignments. **In addition, we strive to complete many of the year-end audit tasks during the interim phase to ensure a smoother audit process. We will work with the City on providing a list of those tasks that we will target to complete during interim and work with the City on how to complete them to minimize the amount of effort and time needed at year-end which in turn will assist the City in meeting its goal of issuing the requested reports on time.**

3) **Year-end:**

The Engagement Team members including the Engagement Team Partner will conduct validation procedures on general ledger account balances, complete confirmation procedures, perform analytical procedures on revenue and expenditures, perform search for unrecorded liabilities, complete compliance work on Federal Assistance, and wrap up audit field work.

4) **Reporting:**

Auditor's reports for all City reporting entities and compliance requirements will be finalized along with Single Audit Reports and Management Letter comments. The Partner and Manager will be available to make presentations to the City Council and/or designated bodies.

### **Firm Experience**

The Firm is located in Berkeley, and provides a full range of accounting services to governmental agencies throughout California, including audit, tax and accounting. The Firm's professional staff members provide the financial background and specific experience to meet the City's operational needs. Additionally, this situation provides the City with an auditing firm that has depth in capabilities to address any financial issue the City may need assistance with, and the quality audit approach that you expect.

Our Berkeley office will be the Engagement Office assigned to the City.

Firm policy requires that the Engagement Partner, during the first year of the engagement, be actively involved in the daily fieldwork. This means to the City that Mr. Badawi will actually be on-site during the audit coordinating the audit process, supervising the audit staff, gaining a hands-on understanding of City processes, and benefiting the City with his broad municipal experience. We have found that this effort benefits the City and the Firm through developing a thorough knowledge of the City's practices and issues and establishing a close working relationship with the City's Management. Additionally, continuity of audit personnel is assured because of the hands on involvement of the Partner.

We are committed to providing appropriate and related experience, personal involvement, and a broad business perspective to produce a quality end product within the time frames required.

The Firm provides financial and compliance auditing services to governmental agencies throughout California. We are a governmental agency auditing firm and our professional staff members have been performing these services for many years. As a result, we have performed financial and compliance audits on most, if not all, types of governmental agencies and operations including:

- |                          |                              |                             |
|--------------------------|------------------------------|-----------------------------|
| • Cities                 | • Waste Management           | • Investment Activities     |
| • Redevelopment Agencies | • Authorities and Operations | • Landfills                 |
| • Financing Authorities  | • Pension Plans              | • Enterprise Funds          |
| • Housing Authorities    | • Child Care Operations      | • Airports                  |
| • Special Districts      | • Joint Power Authorities    | • Transportation Operations |
| • Water Districts        |                              | • Federal and State Grants  |

### **Additional Activities**

We offer a full range of accounting and finance services to the governmental sector. These services include:

- |   |   |
|---|---|
| • Financial audits  | • Operational reviews   |
| • Compliance audits   | • Technical guidance on existing and upcoming accounting issues |
| • Tax advice  | • Training seminars   |
| • Development of financial and accounting policies and procedures | • Pension/profit-sharing plans                                  |
| • Investment review and compliance evaluation                     | • Performance audits  |
|   | • Business consulting   |

Consequently, Firm personnel are well qualified to perform the services expected by the City.

**Client Training Seminar**

The Firm hosts an annual update on recent technical accounting and finance issues affecting the governmental area. This all day session reviews new and anticipated pronouncements from GASB, discusses future issues under consideration by GASB, reviews accounting treatment of various transactions where issues may arise, and provides a general overview of state and federal compliance issues. All of our clients are invited to attend, free of charge. The one day session qualifies for CPE under the rules of the State Board of Accountancy and is held in the Bay Area.

**GASB 68 Firm Developed Tools and Assistance**

The Firm has developed tools to assist our clients with preparation of GASB 68 journal entries for the CalPERS' Cost Sharing Plans (for which individualized actuarial valuations are no longer prepared) and the CalPERS' Agent Multiple Employer Plans. In addition to providing our clients with these tools and instructions on how to use them, we are available to answer any questions on how to prepare and complete the GASB 68 journal entries.

**Flowcharting Documentation**

As part of our risk assessment procedures, we prepare flowcharts for documenting our understanding of the City's significant accounting and financial processes. Flowcharts are updated annually for any changes in the City's processes and copies can be provided upon request for the City's internal use. Flowcharted processes may include:

- Financial Reporting, Closing, and Manual Journal Entries
- Cash Receipts, Billing, and Accounts Receivable/Revenues
- Cash Disbursements, Purchasing, and Accounts Payable/Expenditures
- Payroll and Human Resources

**1st Time Comprehensive Annual Financial Report Preparation Assistance**

We have assisted numerous clients in preparing their first Comprehensive Annual Financial Report to be submitted to the GFOA. The Firm's staff includes numerous experienced GFOA reviewers. The Firm will provide guidance and provide templates upon request for the City's preparation of:

- Introductory Section, including:
  - Letter of transmittal
  - Management's Discussion and Analysis
- Statistical Section, including:
  - Financial trends
  - Revenue capacity
  - Debt capacity
  - Demographic and economic information
  - Operating information

**Quality Control Review**

According to Government Auditing Standards, firms who perform audits under the Yellow Book are required to have a peer review once every three years. We received a report with a rating of pass with no deficiencies which we attached for your review.



### Report on the Firm's System of Quality Control

#### **Badawi & Associates**

Oakland, California;  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **CPAs ■ Advisors**

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909.948.9990 / 800.644.0696 / FAX 909.948.9633  
gyl@gylcpa.com  
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Peer Review Report  
Page 2 of 2

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

GYL LLP

Ontario, California  
May 31, 2019

GYL



The Firm has policies and procedures to ensure it hires only qualified people, that it properly supervises them and provides professional training, that it advances them to responsibilities they are capable of handling, and that it provides them with necessary technical resources. All members of the Firm are very familiar with the stringent quality control standards established by the AICPA.

**The Firm is a member of the AICPA Government Audit Quality Center.**

**The Firm is a member of the AICPA Private Companies Practice Section.**

**Federal or State Desk Reviews**

The Firm has had no negative federal or state reviews in the past three (3) years.

**Disciplinary Action**

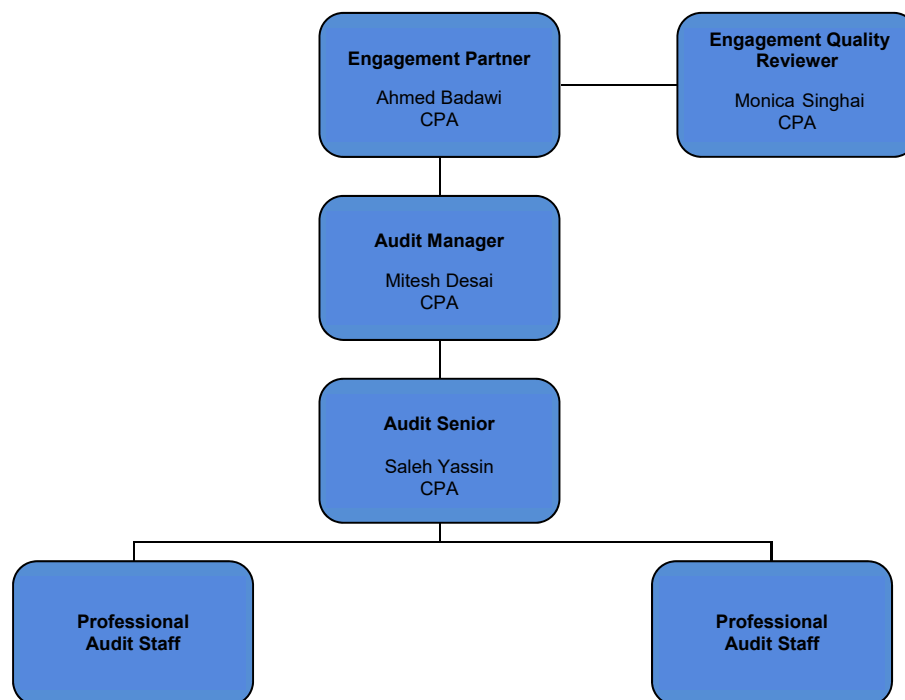
There has not been any state or federal disciplinary actions taken or pending against the Firm nor any findings to report.

**Litigations**

The Firm has not experienced any lawsuits or legal actions that have been resolved or are currently pending in the prior five years.

## Partner, Supervisory, and Staff Qualifications and Experiences

The Engagement Team will normally consist of six individuals who provide a broad business perspective and significant experience in governmental auditing. This team will provide access to a wide range of technical capabilities which will provide the City with not only the technical support necessary to perform the audit, but also the broad business background to interpret findings and observations to offer effective solutions to issues, and the personal involvement of the Engagement and Compliance Partners of the Firm.



The Engagement Team will be led by Ahmed Badawi, CPA. Mr. Badawi's background includes over twenty years of municipal auditing experience with a special focus on cities. He is the instructor of the CSMFO "Introduction to Governmental Accounting" training classes. Mr. Badawi is a member of the Government Accounting and Auditing Committee of the California Society of Certified Public Accountants. He has participated in the audits of numerous City, county and special district governments, as well as non-profit entities. His diversified background offers the technical qualities required of the governmental and non-profit areas and the necessary wherewithal to properly evaluate the entire accounting process, develop opportunities to improve the accounting process, and to offer practical business recommendations.

The second member of the Engagement Team will be Mitesh Desai, CPA. Mr. Desai's background includes thirteen years of experience in municipal auditing. Mr. Desai has participated in the audits of numerous governmental agencies, assisted in their efforts to publish their Comprehensive Annual Financial Reports in compliance with GASB 34, and is a volunteer member of the GFOA Special Review Committee. Mr. Desai has also achieved the Advanced Single Audit Certificate offered by the AICPA. He will serve as the Audit Manager.

The third member of the Engagement Team will be Saleh Yassin, CPA. Mr. Yassin's background includes nine years of accounting and auditing experience. He has participated in the audits of numerous governmental entities, assisted in their efforts to publish their financial statements in compliance with various regulations, and is a volunteer member of the GFOA Special Review Committee. Mr. Yassin will be the Audit Senior of this engagement.

The fourth member of the Engagement Team will be Monica Singhai, CPA. Mrs. Singhai's background includes over seventeen years of experience in municipal auditing. She has participated in the audits of numerous governmental agencies and assisted in their efforts to publish their financial statements in compliance with various regulations. Mrs. Singhai will be the Engagement Quality Reviewer of this engagement.

Each member of the Engagement Team participates in continuing education programs offered by the AICPA and California State Society of Certified Public Accountants, and each has met the continuing education requirements for municipalities. In addition, the firm offers at least 60 hours of in-house CPE annually focused mainly on municipal audits.

**Professional Development:**

The Firm maintains a comprehensive training program targeted at appropriate professional staff levels. It utilizes in-house developed educational programs, AICPA and California CPA Foundation educational programs, and on-the-job training.

The Firm's annual training schedule which officially begins in April for all professional staff and administrative staff includes comprehensive in-house training sessions on such topics as:

- Review of principles of accounting and financial reporting for state and local governments
- Review of governmental fund types and account groups
- Review of newly issued generally accepted auditing standards and GAO auditing standards
- Review of Internal Control evaluation approaches including COSO principles
- Updates on recent governmental accounting and reporting guidelines
- Review of Single Audit requirements and approaches
- Review of financial audit approaches
- Overview of audit and internal control work paper techniques
- Review of GASB reporting requirements
- Review of current issues facing the governmental community

During the year, professional staff members are sent to various educational sessions sponsored by the AICPA and California State Society of CPAs, as considered appropriate for the level and need of the individual. These classes include, among others:

- Governmental Financial Reporting Standards and Practices
- Yellow Book: Government Auditing Standards
- Financial Accounting Standards: Comprehensive Review
- Single Audit
- Governmental Auditing & Accounting Update
- Governmental Accounting Principles
- Comprehensive Review of Generally Accepted Auditing Standards

The result of the Firm's training program is the production of a highly educated and competent municipal audit group capable of performing an efficient and effective audit for the City.

The Engagement Team members will continue their professional development efforts.

**Staff Retention and Continuity:**

The Firm's policy on providing service to our clients includes a commitment to maintaining continuity of audit personnel. We cannot guarantee that our staff will remain with the Firm. However, to encourage our staff to remain with us, we pay competitive wage rates; offer promotional opportunities; provide state-of-the-art equipment and excellent working conditions; and offer various benefits, such as retirement plans, medical plans, profit sharing programs, educational benefits, and other such benefits. We can also guarantee that the partner will be involved in future years. Continuity of audit staff is of prime concern to us and because of the hands-on involvement of the partner; we can assure you that future years' audits will be conducted in an efficient and effective manner with qualified and experienced professionals.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

Resumes of each member of the Engagement Team follow.

**Ahmed Badawi, Certified Public Accountant – Engagement Partner**Length of Career

- Twenty years' experience in municipal auditing and accounting with a special focus on cities
- Certified Public Accountant for the State of California

Professional Experience

- Partial listing of clients served:

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Albany	X	X	X			X
Antioch	X	X		X	X	X
Azusa	X	X			X	X
Berkeley	X	X	X		X	X
Buena Park	X	X	X		X	X
Burlingame	X				X	X
Dublin	X	X				X
East Palo Alto	X	X			X	X
Foster City	X	X	X		X	X
Fremont	X	X	X			X
Menlo Park	X	X	X		X	X
Newark	X	X	X			X
Pleasanton	X	X		X		X
Richmond	X	X	X	X	X	X
San Bruno	X	X	X		X	X
San Leandro	X	X	X			X
San Luis Obispo	X				X	X
San Mateo	X	X	X		X	X
Susanville	X					X
Turlock	X	X	X	X	X	X
Union City	X	X	X		X	X
Vacaville	X	X	X	X		X
Walnut Creek	X	X	X		X	X
Yountville	X	X			X	X
Yuba City	X	X	X		X	X
Child Care Programs:						
Contra Costa County Child Care	X					X
Menlo Park Child Care	X					X
Stanislaus County Childcare	X					X
Special Districts and Other:						
Marin Municipal Water District	X					X
Coastside Fire Protection District	X					X
Alameda County Water District	X				X	X
Cosumnes Community Services District	X					X
East Bay Regional Park District	X	X				X
Metropolitan Transportation Commission						X
South Bayside System Authority	X					X
West County Wastewater District	X					X

- Has performed numerous financial audits, Single Audits, Transportation Development Act audits, housing audits, electrical utility audits, RDA audits, PFA audits, and Trust Fund audits, and has prepared numerous Comprehensive Annual Financial Reports

Education

- BS Degree in Accounting from the University of Alexandria, Egypt

Professional Activities

- Instructor, CSMFO's "Introduction to Governmental Accounting" training class
- Member, CALCPA Government Accounting and Auditing Committee
- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Member, Government Finance Officers Association
- Member, California Society of Municipal Finance Officers

Continuing Education

- Has met the current CPE educational requirements to perform audits on governmental agencies

**Mitesh Desai, Certified Public Accountant – Professional Audit Manager**Length of Career

- Thirteen years' experience in municipal auditing with a special focus on cities
- Certified Public Accountant for the State of California
- GFOA Reviewer

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits, PFA audits, Transportation Development Act audits, and housing audits

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Albany	X					
Antioch	X					
Azusa	X	X			X	X
Berkeley	X	X	X		X	X
Buena Park	X	X			X	X
East Palo Alto	X	X			X	X
Foster City	X	X	X		X	X
Fremont	X	X	X		X	X
Lemon Grove	X				X	
Menlo Park	X				X	X
Newark	X	X	X			X
Oakdale	X	X			X	X
Pittsburg	X	X	X		X	X
Placerville	X	X			X	X
Rio Vista	X		X		X	X
San Mateo	X	X	X		X	X
Susanville	X					
Turlock	X				X	X
Union City	X				X	X
Vacaville	X	X	X	X		X
Yountville	X				X	X
Yuba City	X	X			X	X
Child Care Programs:						
Menlo Park Child Care	X					X
Stanislaus County Childcare	X					X
Non-profits:						
Golden Valley Health Centers	X					X
Housing Endowment and Regional Trust	X					
Newark Betterment Corporation	X					
Special Districts and Other:						
Alameda County Water District	X					X
Alameda County Medical Center	X	X				X
Castro Valley Sanitary District	X					
Cosumnes Community Services District	X					
Marin Municipal Water District	X					
West County Wastewater District	X					X
Contra Costa Child Development Programs	X					X

Education

- BS Degree in Business Economics with an emphasis in Accounting from University of California, Santa Barbara

Professional Activities

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Volunteer Member, GFOA Special Review Committee

Continuing Education

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies

**Saleh Yassin, Certified Public Accountant – Professional Audit Senior**Length of Career

- Nine years' of experience in auditing
- Certified Public Accountant for the State of California
- GFOA Reviewer

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits, PFA audits, Transportation Development audits, and housing audits

	Services Provided				
	Financial Audit	SCO Report	Single Audit	PFA Audit	Enterprise Fund Other
Cities:					
Albany	X				X
Antioch	X				X
Azusa	X				X
Berkeley	X				X
East Palo Alto	X				
El Cerrito	X				
Larkspur	X				X
Newark	X				X
Oakdale	X				X
Petaluma	X	X		X	
Pinole	X				X
Richmond	X	X	X		X
San Luis Obispo	X				
San Mateo	X				
Sebastopol	X	X			
Solvang	X				
Vacaville	X	X	X		X
Yountville	X				
Yuba City	X				X
Special Districts:					
Central County Fire District	X				
Hayward Area Recreation and Park District	X	X	X		
Regional Government Services Authority	X				
San Mateo Mosquito District	X	X			
Sutter Animal Services Authority	X				
Sutter Butte Flood Control Agency	X				
Zayante Fire Protection District	X				
Non-profits:					
Housing Endowment and Regional Trust	X				
Newark Betterment Corporation	X				

Education

- BA Degree in Accounting from University of Asmara, Eritrea

Professional Activities

- Member, American Institute of Certified Public Accountants
- Member of the Association of Chartered Certified Accountants
- Volunteer Member, GFOA Special Review Committee

Continuing Education

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies



**Monica Singhai, Certified Public Accountant – Engagement Quality Reviewer**Length of Career

- Seventeen years' of experience in auditing with special focus on municipalities.
- Certified Public Accountant for the State of California.

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits and PFA audits

	Services Provided					Other
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	
Cities:						
Berkeley	X	X			X	
East Palo Alto	X				X	
Menlo Park	X	X			X	
Redwood City	X	X			X	
Special District:						
Alameda County Fire District	X					
Alameda County Law Library	X					
Burbank Sanitary District	X				X	
Lions Gate Community Service District	X					
Los Medanos Community Health Care District	X					
Oakland-Alameda County Coliseum Authority	X					
School District:						
Bayshore Elementary School District	X					
Belmont-Redwood Shores School District	X	X		X		
Brisbane School District	X					
Jefferson Elementary School District	X	X				
La Honda-Pescadero Unified School District	X	X		X		
Pacifica School District	X	X				
Ravenswood City School District	X	X			X	
Redwood City School District	X	X				
San Mateo-Foster City School District	X	X			X	
Charter schools:						
Oakland Military Institute College Preparatory Academy	X	X				
Sacramento Valley Charter School	X					
West Sacramento College Prep Charter School	X					
First 5:						
First 5 Alameda County	X	X				
First 5 Inyo County	X					
First 5 Marin County	X					
First 5 Monterey County	X					
First 5 Santa Cruz County	X					
Others:						
Alameda County Housing Community Development Agency	X	X			X	
Alameda County Redevelopment Agency	X		X			
Alameda County Successor Agency	X					
City of Oakland - Measure C	X					
City of Oakland - Measure Y	X					
City of Oakland - Child Care and Development Program	X					
City of Oakland - Wildfire Prevention Assessment District	X					

Education

- Bachelor of Science in Accounting from Jabalpur University, India.

Professional Activities

- Member, California Society of Certified Public Accountants.
- Member, Institute of Chartered Accountants of India.

Continuing Education

- Various local governments and not for profit accounting courses offered by the California Society of CPAs and AICPA including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies.

## Similar Engagements with Other Governmental Entities

The tables below and on the following page are a partial listing of our clients similar to the City, and illustrates the many different types of components involved in each audit engagement that present very difficult and complex auditing and accounting challenges (in order of audit hours).

\* Indicates cities with population over 50,000

\*\* Indicates cities with governmental revenues over \$100 million and population over 50,000

	City	Client Since	Hours	Engagement Partner	Principal Contact	Comprehensive Annual Financial Report	GFOA Award	RDA/Successor Agency	Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
**	Richmond	2020	3,160	Ahmed Badawi	Ms. Belinda Brown Finance Director/Treasurer (510)620-6740 Belinda_Brown@ci.richmond.ca.us	X		X	X	X				X	X	X
**	Berkeley	2008	1,850	Mitesh Desai	Mr. Henry Oyekanmi Finance Director (510)981-7300 hoyekanmi@ci.berkeley.ca.us	X	X	X	X	X		X			X	X
*	Union City	2006	850	Mitesh Desai	Mr. Mark Evanoff Interim Finance Director (510)675-5345 MarkE@unioncity.org	X	X	X	X	X					X	
**	Folsom	2019	807	Ahmed Badawi	Ms. Stacey Tamagni Finance Director (916)461-6712 stamagni@folsom.ca.us	X	X		X		X	X			X	
*	Petaluma	2019	691	Ahmed Badawi	Ms. Corey Garberolio Finance Director (707)778-4357 cgarbero@cityofpetaluma.org	X	X			X	X	X	X			
	San Luis Obispo	2019	638	Ahmed Badawi	Ms. Brigitte Elke Finance Director (805)781-7125 belke@slocity.org	X	X			X	X	X				
*	Antioch	2005	586	Mitesh Desai	Ms. Dawn Merchant Finance Director (925)779-6135 dmerchant@ci.antioch.ca.us	X	X	X	X	X	X	X			X	
	Lafayette	2020	586	Ahmed Badawi	Ms. Tracy Robinson Administrative Services Director (925)299-3227 trobinson@lovelafayette.org	X	X	X							X	
**	San Mateo	2004	566	Mitesh Desai	Mr. Richard Lee Finance Director (650)522-7102 rlee@cityofsanmateo.org	X	X	X	X	X		X			X	
	East Palo Alto	2014	560	Mitesh Desai	Ms. Brenda Olwin Finance Director (650)853-3122 bolwin@cityofepa.org	X	X	X	X		X				X	
	El Cerrito	2018	547	Ahmed Badawi	Mr. Mark Rasiah Finance Director/City Treasurer (510)215-4312 mrasiah@ci.el-cerrito.ca.us	X	X	X	X	X					X	X

	City	Client Since	Hours	Engagement Partner	Principal Contact	Comprehensive Annual Financial Report	GFOA Award	RDA/Successor Agency Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
**	Dublin	2018	546	Ahmed Badawi	Ms. Lisa Hisatomi Director of Finance & Admin. Services (925)833-6640 Lisa.Hisatomi@dublin.ca.gov	X	X		X						
	Azusa	2017	540	Ahmed Badawi	Ms. Talika Johnson Administrative Services Director (626)812-5202 tjohnson@AzusaCa.Gov	X	X	X	X	X	X			X	
	Millbrae	2015	524	Ahmed Badawi	Mr. Mike Sung Finance Director (650)259-2433 msung@ci.millbrae.ca.us	X		X		X	X			X	
*	Yuba City	2017	450	Ahmed Badawi	Mr. Spencer Morrison Finance Director (530)822-4615 smorrison@yubacity.net	X	X	X	X	X	X			X	
	Pinole	2018	419	Ahmed Badawi	Ms. Markisha Guillory Finance Director (510)724-9823 MGuillory@ci.pinole.ca.us	X		X			X			X	
	Larkspur	2019	382	Ahmed Badawi	Ms. Cathy Orme Administrative Services Director (415) 927-5019 Finance@cityoflarkspur.org				X				X	X	
	Los Gatos	2017	366	Ahmed Badawi	Mr. Stephen Conway Finance and Admin. Services Director (408)354-6828 sconway@losgatosca.gov	X	X								X
	Lindsay	2017	366	Ahmed Badawi	Ms. Juana Espinoza Finance and Accounting Manager (559)562-7102 ext. 8025 jespinoza@lindsay.ca.us					X	X			X	
	Waterford	2018	311	Ahmed Badawi	Mrs. Tina Envia Finance Manager (209)874-2328 Ext: 104 tenvia@cityofwaterford.org			X		X	X			X	
	Solvang	2019	308	Ahmed Badawi	Ms. Xenia Bradford City Manager (805)688-5575 xeniab@cityofsolvang.com	X	X			X	X				
	Oakdale	2016	306	Ahmed Badawi	Mr. Albert Avila Finance Director (209)845-3584 aavila@ci.oakdale.ca.us			X	X	X	X			X	
	Guadalupe	2017	303	Ahmed Badawi	Mrs. Carolyn Cooper Finance Director (805)356-3895 ccooper@ci.guadalupe.ca.us			X	X	X	X			X	

	City	Client Since	Hours	Engagement Partner	Principal Contact	Comprehensive Annual Financial Report	GFOA Award	RDA/Successor Agency	Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
	Sebastopol	2017	275	Mitesh Desai	Mrs. Ana Kwong Finance Director (707)824-4879 akwong@cityofsebastopol.org	X	X	X			X	X			X	
	Cotati	2020	265	Ahmed Badawi	Ms. Angela Courter Director of Administrative Services 707-665-4236 acourter@cotaticity.org	X	X				X	X			X	
	Crescent City	2014	227	Mitesh Desai	Ms. Linda Leaver Finance Director (707)464-7483 x224 lleaver@crescentcity.org			X	X		X	X		X	X	
	Scotts Valley	2019	202	Ahmed Badawi	Ms. Tina Friend City Manager (831)440-5600 tfriend@scottsvally.org	X	X	X							X	
	Calimesa	2013	193	Mitesh Desai	Ms. Bonnie Johnson Finance Director (909)795-9801 ext 231 bjohnson@cityofcalimesa.net			X								

The table below lists all special district engagements (in order of audit hours):

Special District	Client Since	Hours	Engagement Partner	Principal Contact	Comprehensive Annual Financial Report	GFOA Award	Single Audit	Enterprise Funds
Florin Resource Conservation District/ Elk Grove Water District	2015	350	Mitesh Desai	Mr. Patrick Lee Finance Manager / Treasurer (916)685-3556 plee@egwd.org	Yes	Yes		X
Hayward Area Recreation and Park District	2017	350	Ahmed Badawi	Ms. Janelle Cameron Administrative Services Director (510)881-6707 camj@haywardrec.org	No	N/A		
Amador County Transportation Commission	2019	260	Ahmed Badawi	Mr. John Gedney Executive Director (209)267-2282 john@actc-amador.org	No	N/A		
Solano County Water Agency	2020	243	Ahmed Badawi	Mr. Roland Sanford General Manager (707) 455-1103 rsanford@scwa2.com	No	N/A		
San Mateo Mosquito and Vector Control District	2018	228	Ahmed Badawi	Mr. Richard Arrow Finance Director (650)344-8592 rarrow@smcmvcd.org	Yes	Yes		
Monterey Bay Unified Air Pollution Control District	2016	200	Mitesh Desai	Ms. Rosa Rosales Administrative Services Manager (831)718-8019 rrosales@mbard.org	No	N/A		
Southern Marin Fire Protection District	2020	160	Ahmed Badawi	Ms. Alyssa Schiffmann Finance Manager (415)388-8182 aschiffmann@smfd.org	No	N/A		
Aptos La Selva Fire District	2016	150	Mitesh Desai	Ms. Nancy Dannhauser Finance Director nancyd@centralfpd.com (831)685-6690	No	N/A		
Central County Fire Department	2012	150	Mitesh Desai	Ms. Jan Cooke Finance Director (650)375-7408 jcooke@hillsborough.net	Yes	Yes		
Zayante Fire Protection District	2017	150	Mitesh Desai	Mr. John Stipes Fire Chief (831) 335-5100 chief2401@cwncast.net	No	N/A		
Santa Cruz Regional 9 - 1 - 1	2016	150	Mitesh Desai	Mr. Dennis Kidd General Manager (831)471-1038 dennis.kidd@scr911.org	No	N/A		
Resource Conservation District of Santa Cruz County	2017	150	Mitesh Desai	Ms. Sharon Corkrean Director of Finance scorkrean@rcdsantacruz.org	No	N/A	X	
Port of San Luis Harbor District	2017	150	Ahmed Badawi	Ms. Kristen Stout Business Manager (805)595-5413 kristens@portsanluis.com	Yes	Yes		X
Central Fire Protection District of Santa Cruz County	2018	150	Mitesh Desai	Mrs. Nancy Dannhauser Finance Director (831)479-6842 nancyd@centralfpd.com	No	N/A		

## Understanding of Services to be Provided

The City desires an audit of the financial records for the City and an expression of an opinion in accordance with generally accepted accounting principles on the fairness of presentation of financial statements for the fiscal years ending June 30, 2021 through 2023, with an option to renew for another three years.

The Firm will:

- Express an opinion on the fair presentation of its basic financial statements which includes but is not limited to the financial statements of governmental activities, the business-type activities, each major fund and all aggregate remaining fund information in conformity with generally accepted accounting principles in the United States of America.
- Express an “in-relation-to” opinion on the fair presentation of its combining and individual non-major and fiduciary fund financial statements and schedules in conformity with generally accepted accounting principles. The Firm will provide an “in-relation-to” report on the supporting schedules contained in the Comprehensive Annual Financial Report based on the auditing procedures applied during the audit of the basic financial statements and schedules.
- Provide an “in-relation-to” report on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements.
- Perform the audit in accordance with generally accepted auditing standards accepted in the United States of America, applicable to the financial audit contained in the Government Auditing Standards issued by the Comptroller General of the United States and the provisions of the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations.
- Perform limited procedures on supplementary information required by the Government Accounting Standards Board.
- Issue the following reports, following the completion of the audit of the fiscal year’s financial statements:
  - Independent Auditor’s Report on Financial Statements and Schedule of Expenditure of Federal awards
  - Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
  - Independent Auditor’s Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with the Uniform Guidance
  - Schedule of findings and questioned costs
  - Auditor’s Communication with Those Charged with Governance
  - Comprehensive Annual Financial Report following the requirements and guidelines of the GFOA award program
  - Measure X Audit
  - State Controller’s Report
  - GANN Limit Agreed-upon Procedures
- Provide special assistance to the City as needed.
- Retain all working papers and reports at the audit firm’s expense for a minimum of 7 years. In addition, make working papers available to the City and/or any government agency as appropriate.

Should any conditions be discovered requiring corrective action, the Firm will provide a detailed description of the findings and recommended actions as to their resolution.

The Firm will submit a report to the City's Council and management detailing auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting statements, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered during the audit, and any significant deficiencies or material weaknesses found during the audit. Non-material instances of noncompliance will be reported in a separate management letter, if appropriate, along with any other observations or recommendations determined to be informative to City Management.

The Firm will be available to provide advice and counsel regarding significant matters during the year.

The Firm's Partner and Staff welcome the opportunity to make presentations to the City Council and will be ready to respond to questions from the Council and citizens of the City.

## **Specific Audit Objectives of Our Services**

### **Approach**

The basic objective of our audit of the City is to conduct an examination of the financial statements in accordance with generally accepted auditing standards and to express our opinion on the fairness of presentation of such financial statements in conformity with generally accepted accounting principles.

Additionally, we believe that another real value of our audit lies in meeting other objectives at no additional cost. The following are other objectives of our services that have important benefits to the City:

- To offer substantive observations and recommendations relating to accounting and operating control policies and procedures.
- To identify opportunities for operating efficiencies and isolate candidate activities for cost reduction opportunities.
- To perform a professional audit in an efficient and effective way to minimize disruption to the office operations.
- To offer ongoing advisory services to assist in the running of the operation and implementation of improved operating procedures.

The engagement will be conducted within the framework of the Firm's quality control program which includes the use of audit programs, careful planning, use of computerized audit software and internal control evaluation and documentation software, and objective review procedures. On-site staff will use Firm supplied portable computers and printers.

### **Audit Approach**

The specific audit approach has been designed to efficiently and effectively address the audit requirements of the City, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

The audit will be conducted in accordance with:

- 1) Generally accepted auditing standards established by the AICPA
- 2) The standards contained in Government Auditing Standards issued by the GAO
- 3) Provisions of the Single Audit Act and the Uniform Guidance
- 4) Requirements issued by the California State Controller's office
- 5) Other requirements as required



We will conduct the necessary audit steps to perform:

- Planning of the engagement
- Evaluation of the existing internal control environment to determine degree of risk of material misstatement
- Determination of degree of compliance with laws, regulations, grant provisions, and City approved policies
- Assessment of potential fraudulent issues
- Validation of account balances
- Verification of reasonableness of management estimates

### **Technical Approach**

We use an industry specific audit approach tailored to governmental entities. Our governmental audit approach addresses the special risks and circumstances of local governments. As a result, the audit is conducted efficiently and effectively with minimal disruption to your staff.

The core of our governmental technical audit approach can be summarized as follows:

#### **1. Planning, Understanding and Communication:**

Based on our previous audit experience, using the budget, organizational charts, manuals and other financial information systems and our knowledge of how governments work, we will obtain an insight to the specific concerns and sensitivities of the City. Our understanding is updated continuously through our year-round contact and communication efforts. We will agree on common audit objectives and expectations with management before audit work begins and, throughout the audit, will meet regularly with management to discuss audit issues and to gather feedback.

#### **2. In-Depth Review of Systems and Controls:**

We have developed diagnostic reviews which enable us to evaluate your systems and controls, and to provide management with constructive feedback. Combined with our knowledge of the City and understanding and experience with the City's accounting software, our control review will form the basis of our audit risk assessment. We will utilize the COSO approach in our evaluation of the City's internal processes to identify potential control deficiencies. In future years, we will update our understanding through similar procedures.

#### **3. Risk-Based Customized Testing Program:**

Our audit approach is tailored to governmental applications. We will use audit programs specifically designed to address the operational environment of governmental entities. Our approach will identify potential control risks and the opportunities for risk of material misstatements and fraud. We will evaluate the various risk assessments and identify the potential risks relating to the:

- Balance Sheets / Statement of Net Position
- Statement of Revenues and Expenditures / Statement of Activities
- Presentation
- Disclosure

Our audit procedures will then be developed to address these risk areas.

#### **4. Expanded Interim Fieldwork:**

Timeliness and audit efficiency is enhanced by performing extensive interim work. Partners, managers and senior staff work with City staff to identify and resolve potential audit issues early. Accordingly, the amount of audit work to perform at year end is minimized. Because our audit staff is familiar with the operations before year-end fieldwork begins, disruption of accounting staff is minimized.

**5. Smooth Transition:**

Our testing program focuses on audit risks identified by our understanding of the City's operations. We will work with the accounting staff to identify the most effective ways to address our objectives. Communication between the members of the audit engagement team and City staff will be fluid and continuous.

**6. Sample Size and Sampling Techniques:**

Our audit approach will include sampling activities. Population size and the level of assurance to be derived from a particular test will dictate the sample size. We use sampling in our audit approach to compliment skilled judgment and knowledge of the particular situation. Our sample size will range normally from 25 to 60 items.

**7. Automated Systems:**

We will evaluate controls over the IT functions to assess control risk. We intend to test controls for purposes of reliance. Our review procedures will evaluate controls over:

- Security Management
- Logical and Physical Access
- Configuration Management
- Segregation of Duties
- Contingency Planning

In addition, we will review controls over:

- Input, processing, output, master data
- Application interface
- Data management system interface

**8. Analytical Procedures:**

We use analytical procedures in several aspects of our audit. Extensive knowledge and industry background are required for effective analytics, and our staff possesses the appropriate experience and knowledge for the City to benefit from these procedures.

**9. Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work:**

We continuously refer to specific regulations, compliance supplements, state guidelines and contracts currently in force. We perform the procedures required related to laws and regulations, using inquiries, observations and sampling techniques. Some of the laws and regulations that we believe may be applicable to the City are the requirements of the California Public Utilities Commission, Single Audit Act and other applicable laws and regulations, including the California Government Code, provisions of applicable Grant guidelines, California Constitution GANN Limit requirements, requirements of local measures, Child Care Program compliance requirements, etc.

**10. Report Format:**

We will meet with City Management to review report formats. Any report format changes will be made in conjunction with approval from the City Management.

**11. Work Plans:**

The detailed work plans will be designed to efficiently and effectively address the audit requirements of the City in accordance with generally accepted auditing standards, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

**12. Adjusting Journal Entries:**

We will discuss and explain proposed audit adjusting entries with the City's designated Finance Department personnel prior to recording. Audit adjusting entries will be provided in a format showing the lowest level of posting detail needed for data entry on the City's general ledger system.

**13. Listing of Schedules and Tables (anticipated to be prepared by the City):**

Based on preliminary inquiries made with management and City staff and review of documents, we will tailor a list of schedules, tables, and other reconciliations required for the audit. We will take into account as much as possible reconciliations already prepared by the City for day to day operations and reporting, as well as any reports that are system generated to limit the need for additional City staff hours.

We have attached in the Appendix on page 36 a tailored list of anticipated requests for all phases of the audit. We may have a few adjustments to the list as we learn more about the City and its operations.

## Use of Technology in the Audit

The Firm maintains a variety of specialized software packages during the audit that enable us to perform an efficient, thorough, and timely audit and keeping time demands on City staff to a minimum.

### Trial Balance Management and Financial Statement Preparation

ProSystem Fx Engagement allows us to import and manage multiple years of trial balance data including budgetary information, create multiple account groupings, generate reports, post journal entries proposed during the audit (including GASB 34 conversion entries), and link information directly to the financial statements. This gives us the ability to:

- Generate immediate trend and other comparative analysis of trial balance and budget data prior to the start of the audit. This allows us to identify potential issues and make inquiries early in the audit
- Link the financial statements and footnotes prior to the start of the audit allowing us to have majority of the financial statements (including budgetary comparison schedules and other supplementary information) prepared at the time the trial balance is uploaded
- Audit adjustments or City adjustments provided during the audit are automatically reflected in the financial statements

### Audit Request Management and Document Exchange

CCH Engagement Organizer ("Organizer") is a virtual "Prepared by Client (PBC) List" that streamlines the process of requesting, receiving, and keeping track of documents. The Organizer is an integrated cloud-based request list that helps to facilitate the engagement through more seamless collaboration between the Firm and our clients. By utilizing the Organizer, the City can do all of the following in one secure virtual environment:

- Attach files of any type to document requests
- Easily track the status of document requests that are either pending, completed by the City, accepted by us, or rejected by us
- Access templates and documents from us that require completion
- Have multiple City staff get involved and assist in the audit process
- Participate in a dialog with us for questions and notes

Especially with having to perform a large part of the audit remotely in 2020, and anticipated for the upcoming year, we have found that the use of the Organizer has helped our clients be always informed as to the status of their audit, and not be surprised with new requests or follow up on outstanding requests previously provided.

### Computer Aided Audit Tools (CAATs)

The Firm's data analytics software enables our Engagement Team to perform more than 150 Computer Aided Audit Tools (or "CAATs"). CCH Teammate Analytics gives us the ability to perform advanced data analysis and increase efficiency. By utilizing this software, we can:

- Immediately visualize and analyze 100% of account populations with graphs, charts and statistics to identify anomalies
- Make fewer sample selections that are targeted to problematic areas
- Quickly analyze transactional data for:
  - Duplicate records
  - Missing transactions
  - Transaction sequence
  - Unusual items
- Compare excel worksheets for changes or differences
- Generate immediate testing samples
- Perform regression analysis
- Filter and extract data from City reports

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**Audit Planning, Risk Assessment, and Audit Programs**

Our firm utilizes CCH Knowledge Coach, which is an expert system that adapts and customizes our audit approach specifically based on the City's structure, operating environment, specific transactions, and identified risks or matters to be addressed in the audit. The software is frequently updated for new industry trends and audit requirements. Included in the software is a continuous diagnosis of audit forms that identifies missing information, procedures, or any conflicts that need to be addressed prior to issuance of the audit report. We have found that this audit tool greatly benefits our audit clients in the following ways:

- Removal of standardized audit steps and procedures that do not add value to the audit
- Targeted audit procedures focusing on risks and accounts specific to the City's operations
- Audit is always performed in accordance with audit standards especially the risk assessment standards
- Maximizing audit efficiency having less City staff time dedicated to gathering information or responding to inquiries by focusing on material issues
- Automatic self-diagnostics ensure no audit steps are missed, guaranteeing a quality audit

**Research Tools**

We maintain multiple research software packages that are always kept up to date to ensure compliance with accounting and auditing standards, and are also a resources for us to provide guidance to our clients. In addition to accounting and audit literature, we have access to interactive disclosure checklists that include sample footnote disclosures and financial statements.

## Audit Schedule

2021 Period	Audit Tasks
June - July	<p><b>- Planning and Administration</b></p> <ul style="list-style-type: none"> <li>▶ Review and obtain copies of key work papers of prior audit firm.</li> <li>▶ The entrance conference shall be held with City staff. The purpose of this meeting will be to discuss prior audits and the interim work to be performed. This meeting will also be used to establish overall liaison for the audits and to make arrangements for work space and other needs</li> <li>▶ Review and evaluate the City's accounting and financial reporting. Prepare an overall memo of recommendations, potential issues, and suggestions for improvements</li> <li>▶ Prepare overall memo to the City confirming audit procedures, timing, and assistance</li> <li>▶ Prepare detailed audit work plan and audit programs, audit budget and staffing schedule, and list of schedules to be prepared by the City staff</li> <li>▶ Send the Organizer to the City that will include all request items considered to be necessary for the audit</li> </ul>
June - July	<p><b>- Internal Control Evaluation</b></p> <ul style="list-style-type: none"> <li>▶ Meeting with City Manager and Department Heads of other departments with large operating budgets or have significant federal grant expenditures</li> <li>▶ Attending City Council meetings</li> <li>▶ Meeting with off-site locations</li> <li>▶ Meeting with key Finance Department personnel</li> <li>▶ Obtain and document understanding of key internal control systems through walk-throughs, interviews of staff, and review of supporting documentation               <ul style="list-style-type: none"> <li>○ General ledger system</li> <li>○ Budgeting system</li> <li>○ Revenue, utility billing, accounts receivable, and cash collections</li> <li>○ Purchasing, expenditures, accounts payable, and cash disbursements</li> <li>○ Payroll</li> <li>○ Federal Financial Assistance</li> <li>○ Other systems</li> </ul> </li> <li>▶ Identify control risks</li> <li>▶ Evaluate IT control environment</li> <li>▶ Perform testing of the internal control system and evaluate the effectiveness of the City's systems. Select large dollar and random samples of transactions in key operating systems. Sample size to meet required level for determined degree of risk. Review supporting documentation of selected transactions, evaluate adequacy of support and approvals, and conclude on degree of adherence to accuracy and compliance with City policies</li> <li>▶ Conduct fraud assessment procedures</li> <li>▶ Assess degree of risk for material misstatement</li> <li>▶ Provide to the City's management a memo concerning management letter points and identify issues, if any</li> </ul>

2021 Period	Audit Tasks
June - July	<p>- <b>Other Tasks</b></p> <ul style="list-style-type: none"> <li>▶ Review minutes of City Council meetings and other key committees</li> <li>▶ Perform preliminary substantive procedures, which would include tests of:               <ul style="list-style-type: none"> <li>○ Vendor and contractor payments</li> <li>○ Payroll expense</li> <li>○ License, permit, and fee revenues</li> <li>○ Utility billing</li> <li>○ Licenses, permit, and fee revenues</li> <li>○ Pension testing</li> <li>○ Capital asset acquisitions</li> <li>○ Journal entries</li> <li>○ Retrospective review of accounting estimates</li> </ul> </li> <li>▶ Financial statement database management and other setup, in addition to drafting of all necessary report templates</li> <li>▶ Preliminary Single Audit and other compliance testing</li> <li>▶ Coordinate with City staff and prepare of all appropriate confirmation requests including:               <ul style="list-style-type: none"> <li>○ Bank accounts</li> <li>○ Investment pool accounts</li> <li>○ Accounts receivable</li> <li>○ Federal grants</li> <li>○ Revenue from governmental agencies</li> <li>○ Bond and other debts</li> <li>○ Pension plan</li> <li>○ Attorney letters</li> <li>○ Others, as required</li> </ul> </li> <li>▶ Update the Organizer with any additional requests that will be needed for the City's audit</li> <li>▶ Hold exit conference with City Management</li> </ul>
September - November	<p>- <b>Final Fieldwork</b></p> <ul style="list-style-type: none"> <li>▶ Final fieldwork commencing by no later than October 22, 2021</li> <li>▶ Entrance conference with City Management</li> <li>▶ Follow-up on all outstanding confirmations</li> <li>▶ Verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required</li> <li>▶ Perform analytical review of revenue and expenditures. Determine reason for material differences between budget and actual</li> <li>▶ Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing City staff</li> <li>▶ Perform review of subsequent events by discussions with City Management and update all minutes of City Council and key committees</li> </ul>

2021 Period	Audit Tasks
	<ul style="list-style-type: none"> <li>- <b>Single Audit Compliance</b> <ul style="list-style-type: none"> <li>▶ Entrance conference with City Management</li> <li>▶ Obtain Federal Financial Assistance Schedule</li> <li>▶ Determine grants to be considered as major programs including clusters</li> <li>▶ Perform audit tests of major grant programs and compliance with Federal Law and Regulations</li> <li>▶ Review grant documents, select sufficient number of transactions to test for compliance of Federal Requirements</li> <li>▶ Coordinate Single Audit efforts with the Financial Audit efforts</li> <li>▶ Communicate findings to City Management</li> <li>▶ Other Compliance</li> </ul> </li> </ul>
October - November	<ul style="list-style-type: none"> <li>- <b>Audit Reports</b> <ul style="list-style-type: none"> <li>▶ Complete drafts of City's Comprehensive Annual Financial Report</li> <li>▶ Prepare draft of Single Audit Reports concerning internal control structure, compliance with laws and regulations, and administering of federal financial assistance programs</li> <li>▶ Prepare other reports as required</li> <li>▶ Provide revised final drafts of all required reports to the City for approval</li> </ul> </li> </ul>
December	- <b>Final Audit Reports, Financial Statements, Single Audit Reports, and other reports delivered by no later than December 3, 2021.</b>
December	- <b>Audit presentation to City Council</b>
January 2022	- <b>State Controller's Report delivered and submitted</b>

#### **Estimated Hours by Audit Phase**

Position	Planning	Interim Fieldwork	Year End Fieldwork	Reporting	Total
Partner	7	19	13	4	43
Audit Manager	7	34	37	6	84
Audit Senior	13	48	52	7	120
Professional Audit Staff	-	76	69	9	154
Administrative Assistant	6	10	-	11	27
Total	33	187	171	37	428



## Identification of Anticipated Potential Audit Problems

We do not anticipate that there will be any audit problems at the City. However, the following are some areas that we will carefully investigate and monitor during our audit procedures:

- Financial Reporting:
  - Review and evaluate that the City's Annual Financial Reports are in compliance with current reporting and disclosures requirements issued by the GASB and GFOA.
  - Review Annual Financial Reports for financial reporting conformance awards issued by CSMFO and GFOA.
  - Review and evaluate degree of compliance with the various GASBs in effect.
  - Review degree of compliance with infrastructure obligations and regulatory provisions.
- Internal Control Structure:
  - Review and evaluate the City's internal control functions and ascertain compliance with proper internal control philosophies.
  - Review computer system processes and controls and evaluate adequacy of the control environment.

Several new GASB pronouncements will become effective over the time period of this proposal. As such, specific attention will be provided to determine the proper implementation of these new pronouncements. A list of known new pronouncements with implementation dates that fall within this proposal period are as follows:

### 2021

- Statement 84 – Fiduciary Activities
- Statement 90 – Majority Equity Interests
- Statement 93 – Interbank Offered Rates (except LIBOR removal and lease modifications)

### 2022

- Statement 87 – Leases
- Statement 89 – Construction-period Interest
- Statement 92 – Omnibus (multiple effective date)
- Statement 93 – LIBOR Removal and Lease Modifications
- Statement 97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans

### 2023

- Statement 91 – Conduit Debt
- Statement 94 – Public-private Partnerships
- Statement 96 – Subscription-Based Information Technology Arrangements

## Comprehensive Schedule of Professional Fees

### Cost Bid

Service	2021 Hours	2021	2022	2023	2024 Optional Year	2025 Optional Year	2026 Optional Year
City Financial Statements	374	\$ 34,800	\$ 35,775	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773
Single Audit	20	1,875	1,895	1,927	1,927	1,927	1,927
Measure X Audit	14	1,285	1,365	1,453	1,453	1,453	1,453
State Controller's Report	15	1,435	1,520	1,613	1,613	1,613	1,613
Gann Limit Agreed-upon Procedures	5	505	530	559	559	559	559
<b>Total</b>	<b>428</b>	<b>\$ 39,900</b>	<b>\$ 41,085</b>	<b>\$ 42,325</b>	<b>\$ 42,325</b>	<b>\$ 42,325</b>	<b>\$ 42,325</b>

Position	2021		2022		2023		2024		2025		2026	
	Hours	Rates	Hours	Rates	Hours	Rates	Hours	Rates	Hours	Rates	Hours	Rates
Partner	43	\$ 150	42	\$ 155	41	\$ 160	41	\$ 160	41	\$ 160	41	\$ 160
Audit Manager	84	120	82	120	79	125	79	125	79	125	79	125
Audit Senior	120	85	115	95	112	104	112	104	112	104	112	104
Professional Audit Staff	154	75	149	80	144	85	144	85	144	85	144	85
Administrative Assistant	27	60	27	70	26	77	26	77	26	77	26	77
<b>Total Hours</b>	<b>428</b>		<b>415</b>		<b>402</b>		<b>402</b>		<b>402</b>		<b>402</b>	
<b>Total Cost</b>	<b>\$ 39,900</b>		<b>\$ 41,085</b>		<b>\$ 42,325</b>		<b>\$ 42,325</b>		<b>\$ 42,325</b>		<b>\$ 42,325</b>	

**Manner of Payment:**

Each Engagement Team member maintains detailed time sheets describing work performed, date of work, and amount of time spent on each task for the Engagement. The Firm will bill the City after completion of each phase of the audit and bill the City up to a maximum of 90%. The remaining 10% of the proposal amount will not be due until all final reports are delivered and accepted by the City. The City can anticipate three billings as follows:

<b>Work Performed</b>	<b>% of Proposal Amount</b>
For interim work	45%
For year-end work	45%
At presentation and acceptance of final reports	10%
Total	100%

**Rates for Additional Professional Services:**

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

<b>Position</b>	<b>Hourly Rate</b>
Partner	\$ 200
EQR	200
Manager	150
Senior	125
Staff	100
Admin.	75

**Conclusion** A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service
- Developing a long-term working relationship dedicated to meeting the needs of the City
- Assisting the City in operational issues
- Producing a quality end-product

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

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## Appendix References

- 1) City of Berkeley
  - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114, Measure B (Alameda County), Vehicle Registration Fee Audit (Alameda County), Due Diligence Reviews for the RDA Successor Agency
  - Contract Amount: \$188,000
  - Engagement Partner: Ahmed Badawi (2008 – 2019), Mitesh Desai (2020)
  - Principal Contact:  
Mr. Henry Oyekanmi  
Finance Director  
(510)981-7332  
[hoyekanmi@ci.berkeley.ca.us](mailto:hoyekanmi@ci.berkeley.ca.us)
- 2) City of San Mateo
  - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114, Measure A (San Mateo County), Due Diligence Reviews for the RDA Successor Agency
  - Contract Amount: \$60,000
  - Engagement Partner: Ahmed Badawi (2004 – 2019), Mitesh Desai (2020)
  - Address: 330 W 20<sup>th</sup> Avenue, San Mateo, CA 94403
  - Principal Contact:  
Mr. Richard Lee  
Director of Finance  
Phone: (650) 522-7102  
[lee@cityofsanmateo.org](mailto:lee@cityofsanmateo.org)
- 3) City of Azusa
  - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS 114, Public Financing Authority, Community Facility Districts, Azusa RMC-JPA, Public Safety CFD
  - Contract Amount: \$59,680
  - Engagement Partner: Ahmed Badawi (2017 – 2019), Mitesh Desai (2020)
  - Address: 213 E. Foothill Blvd., Azusa, CA 91702
  - Principal Contact:  
Ms. Talika Johnson  
Administrative Services Director  
Phone: (626) 812-5202  
[tjohnson@azusaca.gov](mailto:tjohnson@azusaca.gov)
- 4) City of Folsom
  - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS 114, Folsom Successor Agency, Folsom Ranch Financing Authority
  - Contract Amount: \$60,000
  - Engagement Partner: Ahmed Badawi
  - Address: 50 Natoma Street, Folsom, California 95630
  - Principal Contact:  
Ms. Stacey Tamagni  
Finance Director  
Phone: (916) 461-6712  
[stamagni@folsom.ca.us](mailto:stamagni@folsom.ca.us)
- 5) City of San Luis Obispo
  - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS114, Whale Rock Commission
  - Contract Amount: \$62,500
  - Engagement Partner: Ahmed Badawi
  - Address: 990 Palm Street, San Luis Obispo, CA 93401
  - Principal Contact:  
Ms. Brigitte Elke  
Finance Director  
(805) 781-7125  
[belke@slocity.org](mailto:belke@slocity.org)

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**Exceptions to the Contract**

With regard to the sample contract, we would like the following items to be edited:

Sample – Agreement for Consultant Services between the City of Wasco and [Name of Consultant], we would like to edit the paragraph as follows:

21. Unless such property is proprietary in nature, all reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of the City and shall be delivered to City upon demand without additional costs or expense to City.

**Prepared by Client (PBC) List.**

The following is a sample Prepared by Client (PBC) List. The actual PBC List will be provided via the CCH Engagement Organizer.

**Interim General**

- Year-to-date Trial Balance (Balance Sheets & Revenues & Expenditure Reports) for all funds for most recently closed month with comparison to prior year
- Prior Year Trial Balance (Balance Sheets & Revenues & Expenditure Reports) for all funds
- Prior year confirmation letters and list of new bank accounts & list of new debt
- Internal policies/guidelines for closing and reporting
- Internal policies/guidelines for payroll check runs
- Internal policies/guidelines for cash receipts
- Internal policies/guidelines for accounts payable processes
- Year-to-date Journal entry report for manual journal entries
- Most recent budget-to-actual financial reports submitted to City Council or City Management
- Form 700s from the Council Members & City Manager
- Conflict of interest codes
- List of new funds with description
- Financial Report Fund Grouping, Account Grouping/Mapping Schedule, and Mapping of Program Revenues for Governmental Funds
- Memo summarizing the FY2021 status of PY findings (GAGAS and management comments) and processes/controls implemented to address items.
- Signed engagement letters for FY2021 audit
- Brief memo summarizing management's analysis of new accounting standards to be implemented in FY2021
- Copy of the City's organizational chart applicable to FY2021
- Any reports provided by Federal or State grantors or other regulators during FY2021 to date on reviews or audits that may impact the FY2021 audit.
- Detail of legal expenses for FY2021 (as of date)
- Auditor "read-only" access to the City's general ledger system to expedite control testing process. VPN access if possible.
- Prior year Report worksheet used for allocation of GASB 34 expense adjustments to expense programs/functions on Statement of Activities
- Copy of the internal timeline used to execute all tasks for closing and report preparation and indicating responsible City personnel.

**Interim Budget**

- Resolutions for adopting the 2021 budget
- Electronic report of FY2021 budget adjustments to-date (appropriation changes, object/line item transfers etc.)

**Interim Cash**

- Most recent bank reconciliation for all bank accounts
- List of all bank accounts (Bank Names, Bank Account Numbers and Authorized Signers)

**Interim Investments**

- Investment Report for the most recent month submitted to Council
- Annually adopted Investment Policy for FY2021
- Agreements with bank and custodians

**Interim Loan/Note receivables**

- List of new loans given out in FY2021
- Listing of loans outstanding (most recent)
- Loan agreements

**Interim Capital Assets**

- Most recent capital asset policy
- Detailed listing of assets additions, including CIPs.
- Detailed listing of assets deletions.
- Listing of active construction projects, and construction projects completed during FY2021
- Capital Asset Rollforward Schedule for FY2021 (as of date)

**Interim Payroll**

- List of locations and number of employees at each location
- Payroll Register for the most recent pay period
- Payroll calendar for FY2021
- System-generated report of City employee hires, terminations, promotions during FY2021 to date.
- Copies (PDF) of or access to MOU labor agreements, and other benefit agreements applicable to payroll periods covered in FY2021
- FY2021 941 Forms

**Interim Long-Term Debt**

- Official statements including debt service schedules for loans outstanding
- Capital lease agreement and payment schedules
- Listing and official statements for all new non-City obligations debts, if any
- Related Journal entries to recording of new debt
- Related Debt repayment schedules
- Related calculation of Deferred Gain (loss) on Refunding, Issuance Premium, Issuance Discount with supporting amortization schedule(s)
- Schedule of all operating and capital leases applicable to FY2021, with dollar amounts of payments to be made in FY2021

**Interim Risk Management**

- Agreements with Third Party Claim Administrators
- Detailed claim expenditure reports (General Liability and Workers Comp)
- Listing of attorneys utilized by the City during FY2021
- Memorandum of Coverage for policies in effect for FY2021
- Agreement between City and Central San Joaquin Valley Risk Management Authority

**Interim Computer Controls**

- Contingency plans for the IT department, if there is a new one
- Any new policies and procedures manual for the IT department

**Interim Revenue**

- Approved billing rates and Council Resolution
- Detailed tax revenue reports (sales taxes, property taxes, and etc.)
- Detailed grant revenue reports
- Listing of all sites where cash (and checks) is collected with approximate daily or annual dollar amount

**Interim Expenditures**

- Detailed expenditure report for all funds
- Single excel listing of all City active contracts during FY2021. Please ensure the report includes the following fields: contract number, date contract executed, contract amount, and amount spent in FY2021 (if possible)
- Listing of contract change orders executed during FY2021
- Listing of purchase card (i.e. p-card, CalCard, etc.) holders during FY2021 with Credit Limits and single purchase amounts (if applicable)
- City procurement policy(ies)
- Travel and credit card policy.

**Interim GANN Limit**

- Resolution to adopt the appropriation limit for FY2022
- The City's calculation of the appropriation limit for FY2022
- Letter from County for assessed valuation for non-residential new construction, if applicable
- FY2021 GANN Limit AUP report (or most recently issued report if not for FY2021)
- Resolution to adopt FY2022 appropriation limit

**Interim Pension**

- CalPERS Appointment status change report – instructions for generating to be provided
- List of new hires in FY2019 (note: FY2019 will be actuarial valuation year for FY2021 reporting)
- Agreement with CalPERS

**Interim Fund Balance**

- Fund balance/GASB 54 Policies
- Listing of special revenue funds with fund description and special revenue fund justification (i.e. major revenue source and whether revenue is restricted/committed on what basis (specific law, contract, ordinance/resolution, measure, etc.)

**Interim Single Audit**

- Schedule of Expenditure of Federal Awards for FY2021 (if available)

**State Controller's Report**

- SCO Report Letter for FY2021 (with login credentials)
- Account Mapping used to prepare FY2020 SCO Report
- Supporting documentation used to prepare the FY2020 SCO Report

**Interim Component Units/Potential Component Units**

- Provide agreement/formation documents for Wasco Public Financing Authority

**Interim Measure X Audit**

- Year-to-date Detailed Revenue and Project Expenditure Report



**Year End General**

- Final Trial Balance as of 6/30/2021
- Revenue and expenditure report for FY2021 (budget and actual)
- Detailed by transaction revenue report for FY2021
- Detailed by transaction expenditure report for FY2021
- Annual Financial Report Fund rollup (updated for FYE 6/30/2021)
- Annual Financial Report Account rollup (i.e. account coding classifications) updated for FYE 6/30/2021
- Any monitoring/audit reports received during FY2021 (from other auditors or agencies)
- Major fund determination calculation
- List of all manual journal entries posted to the General Ledger for FY2021 (in Excel format, listing JE numbers, date posted, account posted and the amounts)

**Year End Cash & Investments**

- Cash and investment summary by bank account
- Bank reconciliations as of 6/30/2021 for all bank accounts with support for reconciling items.
- Investment statements as of 6/30/2021
- Interest Income Fund Allocation Worksheet for FY2021
- Schedule of investments held with book values and fair value as of 6/30/2021 (GASB 31 Worksheet and Investment rollforward worksheet) along with the credit rating for each investment.
- GASB 72 Levelling information

**Year End Accounts Receivable**

- Allowance for doubtful accounts calculations as of 6/30/2021 (if any for FY2021)
- A/R aging reports by account numbers/names for all billed receivables for each fund as of 6/30/2021 (if any)
- Listing of A/R accruals by account name for each fund (include nature of revenue and when received)
- Calculation of unbilled revenue accrual

**Year End Interest Receivable**

- Interest receivable listing with calculations as of 6/30/2021

**Year End Taxes Receivable**

- Listing of all Taxes Receivable by type of revenues for each fund (please indicate the date that the cash receipt was received for each tax receivable accrual)
- Property tax remittance advices for FY2021 from Kern County

**Year End Loan Receivable**

- Listing of loans receivable by borrower as of 6/30/2021
- Agreements for new loans issued in FY2021

**Year End Intergovernmental Receivable**

- Listing of all Intergovernmental Receivable for each fund (please indicate the date that the cash receipt was received for each revenue accrual)

**Year End Other Assets**

- Listing of inventory as of 6/30/2021
- Listing of Prepaid Expenses as of 6/30/2021

**Year End Capital Assets**

- Capital Assets Rollforward Schedule for FY2021 (by governmental and business-type activities)
- Capital Asset Detail Listings as of FY2021
- Depreciation expense by function for FY2021
- Roll forward schedule of Construction in Progress (CIP) from 7/1/2020 to 6/30/2021. Please include schedule showing CIP placed in service (transferred from CIP to asset accounts) during fiscal year
- Detail schedule of CIP Projects by Project number as of 6/30/2021 (accumulated costs by Project)

**Year End Interfund Transactions**

- Due to/Due from schedule
- Advance to/Advance from schedule
- Interfund Transfers In/Transfers Out schedule
- Resolutions approving any new interfund advances in FY2021 with repayment schedules

**Year End Accounts Payable and Expenditures**

- Accounts Payable Listing as of 6/30/2021 (by vendor)
- Check Register for all checks written on and after 7/1/2021 through current date (by fund).
- Listing of payments made by ACH/wire transfer on and after 7/1/2021
- Open encumbrance listing for each fund as of 6/30/2021

**Year End Payroll**

- City's calculation of accrued payroll as of 6/30/2021
- Payroll register for last pay period of FY2021

**Year End Compensated Absences**

- Compensated Absence Payable as of 6/30/2021 by employee
- Roll forward Schedule of Compensated Absences (i.e. list beginning balance as of 7/1/2020, additions, deletions, and ending balance as of 6/30/2021 (by governmental and business type activities)
- Schedule of short-term portion and long-term portion by governmental activities and business type activities (if any), and calculation of short term portion.
- For the governmental activities, provide a schedule which details compensated absences by fund and expenditure function. Please reflect prior year amounts by function to determine current year adjustment required in the government-wide statement of activities.

**Year End Refundable Deposit Payable**

- Detailed listing of all deposits payable for each fund as of 6/30/2021

**Year End Claims Payable**

- Loss/Run Reports as of June 30, 2021, July 2021, and August 2021 for general liability and workers' compensation

**Year End Unearned Revenue**

- Detailed listing by fund of unearned revenues with description for each

**Year End Unavailable Revenue**

- Detailed listing by fund of unavailable revenues with description for each

**Year End Long term Debt**

- Long-term debt rollforward schedule for FY2021 (for City and Successor Agency)
- Future debt repayment schedules for all debts as of 6/30/2021
- Any new capital lease agreements and payment schedules for FY2021
- City's calculation of accrued interest payable as of 6/30/2021
- Latest arbitrage report for each debt issue
- Journal entry recording new debt

**Year End Pension**

- MyCalPERS Billing and Payment Summary for FY2021
- GASB 68 Calculation and Journal Entries for FY2021 – Firm Calculation Tool to be provided upon request

**Year End Fund Balances/Net Position**

- GASB 54 rollforward schedule detailing listing of additions and deletions to fund balance classifications
- Any new agreements/resolutions/ordinances/laws supporting assignments/commitments/restrictions on fund balance
- Net Position worksheet, classifying reported fund balance to Net Assets/Net Position

**Year End Local Measure X Audit**

- FY2021 Revenue and Expenditure Reports

**Year End Single Audit**

- Schedule of all expenditures of federal awards, state grants, and local grants for FY2021
- General ledger detail expenditure report for federal grants
- Copies of grant agreements and applicable amendments
- Copies of monitoring reports and resulting action plans
- Schedule of sub-recipients expenditures (if applicable)
- Copies of reimbursement requests submitted

The PBC List will be provided using the CCH Engagement Organizer (Organizer), an integrated browser based and automated client request list. All requests, notes and due dates are logged and reminders and notifications are automatically sent in real-time to keep auditor and client in sync.

Below is an excerpt of the PBC List as it appears in the Organizer:

Wolters Kluwer

Help Feedback Wael Taway

Engagement Organizer

Organizers City of Wasco

City of Wasco  
City of Wasco 2021 [June 30, 2021]

Due Date: December 31, 2021  
Retention End: [blank]

Client Users: Diego Vramontes  
Firm Users: Mitesh Desai

First Sent to Client: July 19, 2021  
Last Sent to Client: April 19, 2021  
Last Sent to Firm: Firm

REQUEST ITEMS NOTES ATTACHMENTS

Pending 22 Rejected 0 Completed 0 Accepted 0 Not Applicable 0 All Clear Download Add Section

INTERIM GENERAL ATTACHMENTS NOTES DUE DATE

Year-to-date Trial Balance (Balance Sheets & Revenues & Expenditure Reports) for all funds for most recently closed month with comparison to prior year

Prior Year Trial Balance (Balance Sheets & Revenues & Expenditure Reports) for all funds

Prior year confirmation letters and list of new bank accounts & list of new debt

Internal policies/guidelines for closing and reporting

Internal policies/guidelines for payroll check runs

Internal policies/guidelines for cash receipts

Internal policies/guidelines for account payable processes

Year-to-date Journal entry report for manual journal entries

Most recent budget-to-actual financial reports submitted to City Council or City Management

Form 700s from the Council Members & City Manager

Conflict of interest codes

List of new funds with description

Comprehensive Annual Financial Report Fund Grouping, Account Grouping/Mapping Schedule, and Mapping of Program Revenues for Governmental Funds

Memo summarizing the FY2021 status of PY findings (GAGAS and management comments) and processes/controls implemented to address items

Signed engagement letters for FY2021 audit

Requested documents can be easily uploaded as shown below. Both auditor and client receive automated notifications when changes in the Organizer are made.

Attachments - Year-to-date Trial Balance, Balance Sheets, and Revenue and Expenditure Detail Reports for all funds as of most recent monthly close, with comparisons to last fiscal year. In excel format. ×

DRAG AND DROP FILES HERE  
- OR -  
[BROWSE...](#)

### Attachments

FILE NAME	DATE	SIZE	ACTIONS
<a href="#">General_Trial Balance as of 3-31-19.xlsx</a>	5/12/19 10:57 PM	392.96 KB	
<a href="#">General_Budget Comparison Report as of 3-31-19.xlsx</a>	5/12/19 10:57 PM	231.21 KB	



## BEST PRACTICES

# Audit Procurement

Select services that include a broad scope of financial presentations and perform their audits in accordance with the Generally Accepted Government Auditing Standards. Governments should enter into multiyear agreements and undertake a full-scale competitive selection process.

The Government Finance Officers Association (GFOA) has long recommended that state and local governmental entities obtain independent audits of their financial statements, and single audits, if required based on the entity's use of federal or state grant funds, performed in accordance with the appropriate professional auditing standards. Properly performed audits play a vital role in the public sector by helping to preserve the integrity of the public finance functions, and by maintaining citizens' confidence in their elected leaders.

## GFOA makes the following recommendations regarding the selection of auditing services:

- The scope of the independent audit should encompass not only the fair presentation of the basic financial statements, but also the fair presentation of the financial statements of individual funds and component units. Nevertheless, the selection of the appropriate scope of the independent audit ultimately remains a matter of professional judgment. Accordingly, those responsible for securing independent audits should make their decision concerning the appropriate scope of the audit engagement based upon their particular government's specific needs and circumstances, consistent with applicable legal requirements.
- Governmental entities should require in their audit contracts that the auditors of their financial statements perform their audits in accordance with the audit standards promulgated in the U.S. Government Accountability Office's Government Auditing Standards. Government Auditing Standards, also known as Generally Accepted Government Auditing Standards (GAGAS), provide a higher level of assurance with regard to internal control than Generally Accepted Audit Standards (GAAS), which are fully incorporated into GAGAS.
- Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year.
- Governmental entities should undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract, consistent with applicable legal requirements. While there is some belief that auditor independence is enhanced by a policy requiring that the independent audit firm be replaced at the end of each multiyear agreement, unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory audit firm rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory. Where audit firm rotation does not result from this process, governments may consider requesting that senior engagement staff, such as engagement partners and senior managers, be rotated to provide a fresh perspective. Except in cases where a multiyear agreement has taken the form of a series of single-year contracts, a contractual provision for the automatic renewal of the audit contract (e.g., an automatic second term for the auditor upon satisfactory performance) is inconsistent with this recommendation.
- Professional standards allow independent auditors to perform certain types of nonaudit services for their audit clients. Any significant nonaudit services should always be approved in advance by a governmental entity's audit committee. Furthermore, governmental entities should routinely explore the possibility of alternative service providers before making a decision to engage their independent auditors to perform significant nonaudit services.
- The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditor's ability to perform a quality audit. Price should not be allowed to serve as the sole criterion for the selection of an independent auditor, rather an independent auditor should have a demonstrated commitment to the state and local government audit practice.

### Notes:

**Contract Issues for Governmental Audits** - The AICPA State and Local Government Expert Panel and GFOA worked together to develop this joint article intended to educate both governments and their auditors about clauses in contracts and engagement letters in the governmental environment that may not meet AICPA professional standards and that may create uncertainty about the auditor's independence.

### References:

- *CPA Audit Quality: A Framework for Procuring Audit Services*, U.S. Government Accountability Office, August 1987.
- *Governmental Accounting, Auditing and Financial Reporting (GAAFR)*, Stephen J. Gauthier, GFOA, 2012.

**Board approval date:** Friday, March 8, 2019





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Declaring the City's Intention to Review the Improvements and Assessments for Wasco Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22 and Authorizing the City Clerk to Publish the Resolution Setting the Public Hearing

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### **Recommendation:**

Staff recommends that the Council receive the 2021 Engineer's Report for Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1, approve the resolution to set the Public Hearing for July 6, 2021 and authorize the City Clerk to publish the resolution setting the public hearing.

### **Background:**

After a maintenance district has been established, it is necessary to complete an annual Engineer's Report to review and update the assessments on the lots and to include new tracts into the Districts. This resolution accepts the filing of the Engineer's Reports and sets the public hearing for confirmation of the levy of assessments.

### **Discussion:**

After a maintenance district has been established, it is necessary to complete an annual Engineer's Report to review and update the assessments on the lots and to include new tracts into the Districts.

Wasco Maintenance District No. 1 includes Tract 5071-A, B and C, Tract 5890 Phases 1 – 3, Tract 5653-A, Precise Development No. 95-2, Tract 6308, and Tract 6451. No new tracts were added. No CPI increase is allowed for this District because it was not included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 01-01 includes Tract 5972 Phases 1 – 4. No new tracts were added. The assessment was increased by 2.2% which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for All Goods for the prior fiscal year. This annual increase by the CPI factor but not to exceed 4% was included when the District was established.



Wasco Landscape and Lighting Maintenance District No. 01-02 includes Tract 5305 Phases 1-3, Tract 6449 Phases 1-3 and Tract 6282. No new tracts were added. The assessment was increased by 2.2% which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 06-1 includes Tract 6334 Phase 1, Tract 6432, Tract 6460 Phase 1, Tract 6473 Phases 1 and 2, Tract 6486, Tract 6589 Phase 1, Tract 6590, Tract 6600 Phase 1. No new tracts were added. The assessment was increased by 2.2% which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 2017-1 includes Tract 7127, and parcel 1 of Lot Line Adjustment No. 2009-02. The assessment was increased by 2.2% which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

The Engineer's Report for each District was completed by the Engineer of Work and submitted to the City Clerk.

A public hearing is required before the assessments can be levied. The City must publish the resolution at least 10 days prior to the date of the public hearing. The City Clerk will publish the public hearing for July 6, 2021 and make the Engineer's Reports available for public review if requested.

**Fiscal Impact:**

The funds from the Districts will be collected by the Kern County Assessor's Office and disbursed to the City as a special assessment. These assessments, when collected, will go to their respective funds to pay for the maintenance and operation of the landscaping, walls, and drainage of each District.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO  
DECLARING ITS INTENTION TO REVIEW THE IMPROVEMENTS AND  
ASSESSMENTS FOR WASCO MAINTENANCE DISTRICT NO. 1, WASCO  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS  
NO. 01-01, NO. 01-02, NO. 06-1, AND 2017-1 FOR TAX YEAR 2021-22  
AND SETTING THE PUBLIC HEARING.**

**WHEREAS**, the Engineer of Work has prepared his report in accordance with Division 15, Part 2, Chapter 1, Article 4 (commencing with §22565) of the Streets and Highways Code; and

**WHEREAS**, pursuant to Streets and Highways Code §5820 et seq., §22500 et seq, and Government Code §56000 et seq, the City established charges for Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance District No. 01-01, No. 01-02, and No. 06-1, and 2017-1; and

**WHEREAS**, the City Council intends to levy and collect assessments within Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance Districts No. 01-01, No. 01-02, No. 06-1, and 2017-1; and

**WHEREAS**, the Engineer of Work has filed with the City Clerk the reports for each District required by the Landscaping and Lighting Act of 1972, all interested persons are referred to those reports for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the assessment districts.

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

**SECTION 1:** The Engineer's Report for each District is received.

**SECTION 2:** A public hearing is to be held at 6:00 p.m., Tuesday, July 6, 2021.

**SECTION 3:** The City Clerk shall give notice by causing this resolution of intention to be published pursuant to Sections 22552 and 22553 of the California Streets and Highways Code

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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 June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ANSENT:

\_\_\_\_\_  
**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



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Amending Traffic Impact Fees Rate Schedule

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**Recommendation:**

Staff recommends adopting a resolution amending traffic impact fees rate schedule.

**Background:**

On an annual basis, the City evaluates Traffic Impact Fees and updates accordingly.

**Discussion:**

Pursuant to Chapter 13.24 of the Wasco Municipal Code, Traffic Impact Fees are to be adjusted annually by reviewing the current April Engineering News Record Construction Cost Index (ENRCCI) from the Los Angeles and San Francisco average and comparing it to the previous year's ENRCCI average for the two cities. When the average of said indices differs from the average of the indices for the preceding April, the increase or decrease factor shall be applied to the schedule of fees. Such a factor shall be computed by dividing the average ENRCCI for the current April by pertaining to the previous April. The individual transportation impact fee rates may be multiplied by the factor to determine the adjusted schedule of fees.

The increase for this year is calculated as follows:

ENRCCI April 2020:	Los Angeles	\$12,053.53
	San Francisco	\$12,816.67
	Average:	<b>\$12,435.10</b>

ENRCCI April 2021:	Los Angeles	\$12,139.56
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San Francisco	\$13,157.41
Average:	<b>\$12,648.48</b>

Factor:  $\$12,648.48 / 12,435.10 = + 1.0171$

Current Traffic Impact Fee: \$96.48 per daily trip

New Traffic Impact Fee: Current Traffic Impact Fee \* Factor

$\$96.48 * 1.0171 = \$98.13$  per daily trip

The ENRCCI is an index of construction costs that into account union wages and the cost of materials. It is a method for tracking public improvement costs. The 1.71% increase is an appropriate amount for the change in costs for constructing or improving roadways. Therefore, it is recommended that the City follow the statutes of the Traffic Impact Fee Ordinance, setting one public hearing to consider passing a resolution approving the proposed fee increase.

#### **Fiscal Impact:**

The amount and type of new development will determine the amount of traffic impact fees collected.

#### **Attachments:**

1. Publication
2. Resolution
3. Exhibit A

## NOTICE OF PUBLIC HEARING

The City of Wasco City Council will conduct a public hearing on Tuesday, June 15, 2021, to provide the opportunity for public comment regarding the City's proposed increase of Traffic Impact Fees. The City will consider the following action:

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY WASCO AMENDING THE TRAFFIC IMPACT FEE SCHEDULE PURSUANT TO CHAPTER 13.24 OF THE WASCO MUNICIPAL CODE (ORD. 02-469)**

The supporting documents may be reviewed during normal business hours at the Wasco City Hall located at 746 8<sup>th</sup> Street, Wasco, CA 93280. Any person wishing to testify on the above resolution or the adoption of the resolution may appear before the City Council at their hearing, or may submit written comments on or before the hearing.

If you challenge this resolution, or any aspect of it in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Wasco City Hall, 746 8<sup>th</sup> Street, Wasco, CA 93280, at, or prior to the public hearing.

If you need special assistance to participate in the meetings described in this notice, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to these meetings. Telephone (661) 758-7215 or via California Relay Service (Hearing Impaired Only). Requests for assistance should be made at least two (2) days in advance whenever possible.

The public hearing will be held on June 15, 2021, at 6:00 p.m., in the Wasco City Council Chambers, at Wasco City Hall, 746 8<sup>th</sup> St. If you have any questions, you may contact City Hall at (661) 758-7214

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Monica Flores, Deputy City Clerk

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING THE  
TRAFFIC IMPACT FEE SCHEDULE PURSUANT TO CHAPTER 13.24 OF THE WASCO  
MUNICIPAL CODE (ORD. 02-469)**

**WHEREAS**, the City Council of the City of Wasco adopted Ordinance 02-469, adding Chapter 13.24 to the Wasco Municipal Code related to Traffic Impact Fees; and

**WHEREAS**, Section 13.24.070(B) calls for the City Engineer to adjust fees annually by comparing the average current Engineering News Record Construction Cost Index (ENRCCI) for the Cities of Los Angeles and San Francisco on April 1 of the current year to April 1 of the previous year; and

**WHEREAS**, the average factor of increase or decrease shall be applied to the schedule of fees by multiplying the current traffic impact fees by said factor; and

**WHEREAS**, the calculation and proposed new fee schedule is attached Exhibit 'A'; and

**WHEREAS**, the Traffic Impact Fees amended by this Resolution have a reasonable relationship between the fee and the type of particular development will have on the City.

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

**SECTION 1:** That all of the facts in the recitals set forth above are hereby found to be true and that the City Council has jurisdiction in this matter.

**SECTION 2:** The City Council, pursuant to Chapter 13.24.070 of the Wasco Municipal Code amends the Traffic Impact Fees as set forth in Exhibit "A" which is attached hereto and fully incorporated by this reference.

**SECTION 3:** The new Traffic Impact Fee schedule shall take effect sixty (60) days after the adoption of this resolution.

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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 June 15, 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'

### Traffic Impact Fee Schedule Fee Amount and Method of Trip Generation Calculation

#### Fee

New fee per daily trip      **\$98.13**

This fee was adjusted pursuant to Chapter 13.24 of the Wasco Municipal code (Ord. 02-469).

#### Calculation of Daily Trip Generation Rates

Daily trip generation rates shall be calculated pursuant to the provisions of Chapter 13.24 of the Wasco Municipal Code (Ord. 02-469) using the *Engineering News Record* Construction Cost Index (ENRCCI) for Los Angeles and San Francisco.

The increase for this year is calculated as follows:

ENRCCI April 2020:	Los Angeles	\$12,053.53
	San Francisco	\$12,816.67
	Average:	\$12,435.10

ENRCCI April 2021:	Los Angeles	\$12,139.56
	San Francisco	\$13,157.41
	Average:	\$12,648.48

Factor:       $\$12,648.48 / 12,435.10 = + 1.0171$

Current Traffic Impact Fee:    \$96.48 per daily trip

New Traffic Impact Fee:    Current Traffic Impact Fee \* Factor  
    $\$96.48 * 1.0171 = \$98.13$  per daily trip

## CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and material prices. Historical data and details for ENR's 20 cities can be found at [ENR.com/economics](http://ENR.com/economics)

### Construction Cost Index

**+1.6%**  
APR. 2020

ANNUAL INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	11412.67	+0.1%	+1.6%
COMMON LABOR	23917.29	0.0%	+1.3%
WAGE \$/HR.	45.96	0.0%	+1.3%

The Construction Cost Index's annual escalation is 1.6%, while the monthly component increased 0.1%.

### Building Cost Index

**+2.0%**  
APR. 2020

ANNUAL INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	6,233.93	+0.3%	+2.0%
SKILLED LABOR	10626.24	0.0%	+1.8%
WAGE \$/HR.	58.72	0.0%	+1.8%

The Building Cost Index is up 2.0%, while the monthly component increased 0.3%.

### Material Cost Index

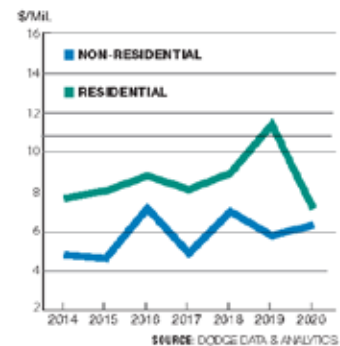
**+0.4%**  
APR. 2020

ANNUAL INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	3526.17	+0.4%	+2.9%
CEMENT \$/TON	145.92	+1.1%	+14.2%
STEEL \$/CWT	55.87	+0.4%	+3.3%
LUMBER \$/MBF	606.17	+0.1%	0.0%

The MCI rose 0.4%, while the annual escalation rate is 2.9%.

Construction starts in the Birmingham metro area are expected to fall 21.8% in 2020, to \$1.3 billion, according to Dodge Data & Analytics. Dodge predicts a 37.4% decrease in residential construction, while non-residential work is expected to rise 9.4%. Office and single-family construction will see the largest drop, while retail and education construction will see only a small decrease.



## ENR's Cost Indexes by City

1913=100  
1967=100  
Revised

	CONSTRUCTION COST		BUILDING COST		COMMON LABOR		SKILLED LABOR		MATERIALS	
	APR '20, 1913	% CHG. YEAR	APR '20, 1913	% CHG. YEAR	APR '20, 1967	% CHG. YEAR	APR '20, 1967	% CHG. YEAR	APR '20, 1967	% CHG. YEAR
ATLANTA	6741.36	+1.2	4601.41	+2.7	825.83	0.0	710.67	+1.9	835.68	+3.6
BALTIMORE	9114.76	+5.4	5367.04	+0.8	1214.52	+7.2	865.76	+1.2	807.68	+0.4
BIRMINGHAM	7489.29	+0.8	4698.91	+1.7	978.68	0.0	818.40	+0.8	748.62	+2.8
BOSTON	14772.90	+0.3	7917.36	+4.3	1597.58	0.0	1465.61	+5.2	746.98	+1.9
CHICAGO	16907.46	+6.5	7975.34	+4.5	1690.57	+7.0	1420.34	+5.2	656.30	+2.9
CINCINNATI	10159.84	+0.1	5359.01	+1.9	1028.46	0.0	899.49	+2.8	729.64	+0.5
CLEVELAND	12464.28	+0.6	5924.25	+1.3	1094.27	0.0	923.51	+0.1	713.65	+3.5
DALLAS	5958.44	+1.0	4567.78	+1.3	742.23	0.0	738.08	0.0	731.20	+2.6
DENVER	7572.55	+0.8	5175.00	+5.7	818.18	0.0	854.73	+7.7	732.71	+3.0
DETROIT	12127.88	+0.1	6371.60	+1.0	1068.28	0.0	1005.65	+1.4	673.80	+0.3
KANSAS CITY	11574.15	+0.7	6265.39	+1.7	1297.51	0.0	1229.58	+0.7	688.56	+3.7
LOS ANGELES	12053.53	-0.4	4387.36	-0.7	1111.66	0.0	1063.02	0.0	722.11	-2.2
MINNEAPOLIS	13085.26	+0.5	6519.04	+1.0	1339.26	0.0	1226.97	0.0	711.00	+2.9
NEW ORLEANS	6329.72	+1.5	4284.98	-2.7	749.82	0.0	646.00	-9.3	775.73	+4.4
NEW YORK CITY	20373.02	+4.5	9497.77	+1.8	1626.07	+4.8	1423.70	+1.6	767.93	+2.6
PHILADELPHIA	13394.58	+0.5	7473.65	+4.4	1495.20	0.0	1335.29	+5.0	789.72	+3.1
PITTSBURGH	10873.14	+0.1	6105.65	+1.3	1120.44	0.0	982.82	+1.7	660.48	+0.6
ST. LOUIS	12372.91	+0.5	6049.44	+1.5	1096.32	0.0	1007.27	+0.9	790.45	+2.7
SAN FRANCISCO	12816.67	+4.9	5222.83	+5.7	1046.50	+2.0	1091.49	0.0	891.69	+18.0
SEATTLE	12141.53	+1.0	6114.78	+0.9	1141.84	+0.7	1129.54	0.0	852.69	+2.6

April 2020 Cost Index

## CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and material prices. Historical data and details for ENR's 20 cities can be found at [ENR.com/economics](http://ENR.com/economics)

### Construction Cost Index

**+3.8%**

ANNUAL INFLATION RATE

APR. 2021

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	11849.31	+0.8%	+3.8%
COMMON LABOR	24253.88	+0.4%	+1.4%
WAGE \$/HR.	45.59	+0.4%	+1.4%

The Construction Cost Index's annual escalation is up 3.8%, while the monthly component rose 0.8%.

### Building Cost Index

**+6.1%**

ANNUAL INFLATION RATE

APR. 2021

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	6612.50	+1.0%	+6.1%
SKILLED LABOR	10805.01	0.0%	+1.7%
WAGE \$/HR.	59.73	0.0%	+1.7%

The Building Cost Index is up 6.1% on an annual basis, while the monthly component increased 1.0%.

### Materials Cost Index

**+2.6%**

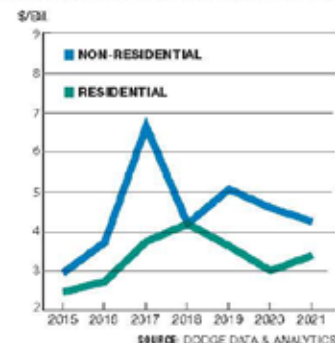
ANNUAL INFLATION RATE

APR. 2021

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	4018.82	+2.8%	+14.0%
CEMENT \$/TON	151.10	+1.0%	+3.5%
STEEL \$/CWT	58.88	+1.4%	+5.0%
LUMBER \$/MBF	820.75	+5.1%	+35.4%

The MCI rose 2.8% on a monthly basis, while the annual escalation rate increased 14%.

Construction starts in the Philadelphia metro area are expected to rise 0.6% in 2021, to \$7.6 billion, according to Dodge Data & Analytics. Dodge predicts a 17.5% decrease in non-residential construction, while residential work is expected to rise 13.1%. Office and warehouse construction are expected to decline, while single-family homes and hotel work will see increases.



## ENR's Cost Indexes by City

1913=100  
1967=100  
R=REVISED

	CONSTRUCTION COST		BUILDING COST		COMMON LABOR		SKILLED LABOR		MATERIALS	
	APR '21, 1913	% CHG. YEAR	APR '21, 1913	% CHG. YEAR	APR '21, 1967	% CHG. YEAR	APR '21, 1967	% CHG. YEAR	APR '21, 1967	% CHG. YEAR
ATLANTA	7038.96	+4.4	4959.08	+7.8	825.83	0.0	728.97	+2.6	945.46	+13.1
BALTIMORE	9708.25	+6.5	6030.69	+12.4	1214.52	0.0	885.81	+2.3	1012.73	+25.4
BIRMINGHAM	7674.41	+2.5	4901.32	+4.3	978.68	0.0	823.99	+0.7	812.84	+8.5
BOSTON	15924.08	+7.8	8400.12	+6.1	1698.09	+6.3	1496.53	+2.1	867.67	+16.2
CHICAGO	17124.05	+1.3	8280.96	+3.8	1690.57	0.0	1442.24	+1.5	720.93	+9.8
CINCINNATI	10927.74	+7.6	5769.24	+7.7	1077.82	+4.8	907.12	+0.8	880.32	+17.9
CLEVELAND	12753.77	+2.3	6396.81	+8.0	1086.20	-0.7	949.75	+2.8	834.61	+16.9
DALLAS	6259.18	+5.0	4868.50	+6.6	742.23	0.0	738.08	0.0	829.71	+13.5
DENVER	7718.50	+1.9	5320.92	+2.8	818.18	0.0	854.73	0.0	781.93	+6.7
DETROIT	12492.27	+3.0	6798.44	+6.7	1068.28	0.0	1020.67	+1.5	735.76	+16.6
KANSAS CITY	12028.81	+4.4	6721.57	+7.3	1308.17	+0.8	1238.10	+0.7	825.13	+19.8
LOS ANGELES	12139.56	-0.7	6436.93	+0.8	1111.66	0.0	1053.90	-0.9	751.18	+4.0
MINNEAPOLIS	13589.45	+2.5	6883.33	+5.6	1339.26	0.0	1238.40	+0.9	814.96	+14.6
NEW ORLEANS	6652.07	+5.1	4632.37	+8.1	749.82	0.0	653.79	+1.2	889.10	+14.6
NEW YORK CITY	20598.65	+1.1	9894.03	+4.2	1626.07	0.0	1456.81	+2.3	848.10	+10.4
PHILADELPHIA	13971.72	+4.3	7811.75	+4.5	1538.40	+2.9	1356.72	+1.6	891.40	+11.6
PITTSBURGH	11719.00	+7.8	6681.94	+9.4	1178.28	+5.2	1027.72	+4.6	781.74	+18.4
ST. LOUIS	12583.38	+3.2	6727.43	+7.6	1096.32	0.0	1029.32	+2.2	927.99	+17.4
SAN FRANCISCO	13157.41	+2.7	7863.57	+4.5	1048.50	0.0	1091.49	0.0	1006.58	+12.9
SEATTLE	12945.18	+6.6	6870.90	+7.1	1210.11	+6.0	1195.72	+5.9	933.67	+9.5

April 2021 Cost Index

enr.com April 12/19, 2021 • ENR • 57



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution to Authorize the Adoption of the Caltrans Local Assistance Procedures Manual Chapter 10

---

### **Recommendation:**

City staff recommends the City Council adopt a resolution authorizing the adoption of the Caltrans Local Assistance Procedures Manual Chapter 10.

### **Background:**

The City underwent an audit of five of its Active Transportation Projects in 2019 and was issued a corrective action plan by Caltrans. Part of the corrective actions required includes adoption of the Caltrans Local Assistance Procedures Manual Chapter 10.

### **Discussion:**

The City has capital improvement projects funded by various state or federal monies. Caltrans has developed the Local Assistance Procedures Manual (LAPM) Chapter 10 to ensure compliance with applicable Federal and State laws and regulations. Although the City has procurement policies and procedures in place, there are some deviations from the Caltrans required LAPM Chapter 10, such as the Caltrans finding associated with conflict of interest and deficiencies in the architectural and engineering procurement processes in place. For procurements of Architectural and Engineering consultants with federal and State funds granted by Caltrans, staff will now follow Chapter 10 of the Local Assistance Procedures Manual located on the Department of Transportation website: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

Rather than request that Caltrans review and approve the City's process and make adjustments that would impact the City's other procurement processes, staff recommends it would be more effective to adopt the Caltrans policies and procedures for State or Federally funded projects administered by Caltrans. This is also part of the required actions identified by Caltrans. City staff continues to work on actions required to correct all findings identified by Caltrans by the established deadline of August 31, 2021.

The City's Project Manager is responsible for drafting and administering all processes associated with procurement of architectural and engineering contracts pertaining to Caltrans funded projects. He has been utilizing the LAPM Chapter 10 guidelines when bidding out and selecting consultants for Caltrans funded projects. He has also attended the Architectural and Engineering Training held on August 29, 2019, by Department of Local Assistance per the required corrective action item.

**Fiscal Impact:**

None.

**Attachments:**

1. Caltrans Corrective Action Plan Letter Dated March 18, 2021
2. Resolution
3. Caltrans Local Assistance Procedures Manual Chapter 10



**DEPARTMENT OF TRANSPORTATION**

DIVISION OF LOCAL ASSISTANCE

P.O. BOX 942874, MS-1

SACRAMENTO, CA 95274-0001

PHONE (916) 653-1776

FAX (916) 654-2409

TTY 711

www.dot.ca.gov

*Making Conservation  
a California Way of Life.*

March 18, 2021

Biridiana Bishop, Director  
Public Works  
City of Wasco  
764 E Street  
Wasco, CA 93280

Dear Ms. Bishop:

This letter serves as the California Department of Transportation (Caltrans) Division of Local Assistance's (DLA) corrective action plan for the findings described in the Incurred Cost audit, File P1575-0059, for the City of Wasco (City) dated November 2020. **The City is required to perform the numerated corrective actions and submit them to DLA by August 31, 2021.**

**Finding 1: Conflict of Interest**

The Director participated in making procurement and contract management decisions related to Palmetto Engineering where the Director's daughter-in-law was employed, which is contrary to federal and State conflict of interest regulations.

**Corrective Actions Required by DLA by August 31, 2021:**

1. Reimburse Caltrans \$168,584 for the disallowed costs associated with the conflict of interest, or the City may provide additional supporting documentation to demonstrate a conflict of interest did not result in a misappropriation of funding.
2. Adopt Chapter 10 of the Local Assistance Procedure Manual (LAPM) for the procurement of Architectural & Engineering (A&E) consultant contracts. Since DLA updates the LAPM annually, it is suggested our partners use similar language as part of their A&E procurement procedures as a best practice: "For procurements of Architectural and Engineering consultants with federal and State funds granted by Caltrans, please follow Chapter 10 of the Local Assistance Procedures Manual located here:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>."

The City may reference templated Council resolution language below if needed:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/ppadoptionresolution.pdf>

3. Require appropriate staff to attend the Local Agency A&E Contract Procurement training to become more familiar with the updated procedures in Chapter 10 of the LAPM. The County must submit a list of staff who attended the DLA A&E webinar for verification. The A&E training webinar is available at the below website:

<https://www.youtube.com/watch?v=CtJGAzh1iJc&feature=youtu.be>

### **Finding 2: Deficiencies in Labor Charging Practices**

The City double-billed a total of 83 hours on two projects, over-billed two hours on another project, and billed Caltrans for unsupported fringe benefits costs.

### **Corrective Actions Required by DLA by August 31, 2021:**

4. Reimburse Caltrans \$7,851 in double and over-billed labor costs. The City may repay the \$37,641 in disallowed fringe benefits, or they may submit new supporting documentation and/or reconcile the disallowed fringe benefit costs. Caltrans must approve the reconciled fringe labor costs prior to considering adjustment of the \$37,641 in disallowed costs.
5. Develop or revise financial management system (FMS) procedures to include, but not be limited to:
  - a. Address labor charging practices according to State and federal laws and regulations.
  - b. Either use only one timesheet for all activities or reconcile timesheets if the City chooses to continue to use two timesheets to ensure accuracy and compliance with State and federal regulations.
  - c. Require project managers to review and track all labor costs prior to billing Caltrans to mitigate future occurrences of double- and over-billed labor costs.

- d. Only bill fully supported and allowable employee fringe benefits costs.

DLA must review and approve the (revised) FMS procedures before implementation and training staff (see corrective action 6.).

- 6. Appropriate staff must be trained on the (revised) FMS procedures once they are approved by DLA for implementation. The City is required to send a list of trained staff to DLA.

### **Finding 3: Architectural and Engineering Procurement Deficiencies**

The auditors observed either no procurement process or deficiencies in the City's A&E procurement practices.

#### **Corrective Actions Required by DLA by August 31, 2021:**

- 7. DLA will work with the City to determine if the \$10,623 in disallowed procurement costs will be reimbursed to Caltrans.

Refer to corrective actions 2 and 3 to resolve the remaining deficiencies in Finding 3.

### **Finding 4: Consultant Contract Management Needs Improvement**

The City did not manage their consultant contracts and contract provisions in accordance with state and federal regulations.

#### **Corrective Actions Required by DLA by August 31, 2021:**

- 8. Develop grant or contract management policies and procedures that comply with State and federal regulations, and agreements with Caltrans. These policies and procedures must include, but not be limited to:
  - a. Approval of agreements prior to the start of work and incurring costs.
  - b. Including all required provisions for State and federal projects. The City should include required provisions from the Master Agreement with Caltrans (Exhibit 4-C & 4-E), and Exhibits 10-R and 12-G:



<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

- c. Identifying and documenting all key personnel names and classifications on all consultant contracts.
- d. Reviewing all grant guidelines and documenting deliverable due dates such as from the ATP program guidelines (Finding 6):  
<https://dot.ca.gov/-/media/ctc-media/documents/051618-2019-atp-guidelines-final-adopted-a11y.pdf>
- e. Utilizing the pedestrian and bike counting methodology for grants that require this reporting (Finding 6):  
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ob/2019/ob19-02-attachment.pdf>
- f. Submit invoices to Caltrans at least once every six months (Finding 8).

DLA must review and approve the grant or contract management policies and procedures before implementation and training staff (see 9.).

- 9. Appropriate staff must be trained on the grant or contract management policies and procedures. The City is required to send a list of trained staff to DLA.

#### **Finding 5: Construction Procurement and Contract Management Deficiencies**

The City did not procure and manage construction contracts in accordance with State and federal regulations.

#### **Corrective Actions Required by DLA by August 31, 2021:**

- 10. Develop or update construction procurement and administration procedures to include, but not be limited to:
  - a. Ensure construction procurements for State and federal funds be performed in accordance with applicable State and federal laws and regulations, and the LAPM. The City may reference Chapter 15 of the LAPM:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch15.pdf>

- b. Execute all Contract Change Orders (CCOs) to meet the requirements of State and federal regulations, and the LAPM. The City may reference Section 16.10 of the LAPM to reference requirements for CCOs:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch16.pdf>

- c. Maintain daily reports in the project files to allow for accountability and an audit trail.

#### **Finding 6: Deficiencies in Project Reporting and Outcomes**

The City missed several reporting requirements and were not consistent with their beginning and ending user counts to establish project outcomes.

#### **Corrective Actions Required by DLA by August 31, 2021:**

Refer to corrective actions 8d and 8e.

#### **Finding 7: Required Utility Relocations Procedures Not Completed**

The City did not complete required utility relocation procedures for two projects tested.

#### **Corrective Actions Required by DLA by August 31, 2021:**

- 11. Implement utility relocation procedures outlined in the LAPM, including completing applicable documentation for any utility work performed. The City may reference Chapters 13 & 14, and exhibits within these Chapters as needed.

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch13.pdf>

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch14.pdf>

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

**Finding 8: Invoices for Reimbursements Not Submitted Timely**

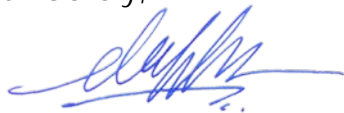
The City did not submit five invoices for reimbursement to Caltrans at a minimum of every six months as required for five projects that were audited.

**Corrective Actions Required by DLA by August 31, 2021:**

Refer to corrective actions 8f and 9 to address this finding.

Daniel Burke will be in contact with the City to discuss the corrective actions in further detail. He may be reached at (916) 654-5854 or <[daniel.burke@dot.ca.gov](mailto:daniel.burke@dot.ca.gov)>.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dee Lam', with a stylized flourish at the end.

DEE LAM, Chief  
Division of Local Assistance

c: Audits E-mail Inbox, <[california.lpa@dot.gov](mailto:california.lpa@dot.gov)>, Federal Highway Administration

Jeanie Ward-Waller, Deputy Director, Planning & Modal Programs, Caltrans  
The' Pham, Program Lead, Architectural & Engineering Oversight Branch,  
Office of Guidance and Oversight, Division of Local Assistance, Caltrans

Diana Gomez, Director, District 6, Caltrans

Michael Navarro, Deputy District Director, Division of Planning, Local Assistance, and Environmental Analysis, District 6, Caltrans

James Perrault, District Local Assistance Engineer, Division of Local Assistance, District 6, Caltrans

Zilan Chen, Deputy Director, Administration and Financial Management, California Transportation Commission

## **RESOLUTION NO. 2021 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE ADOPTION OF CALTRANS' LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10**

**WHEREAS**, the City Council of Wasco through the Department of Public Works is responsible for the execution of State and Federal funded project(s); and

**WHEREAS**, the provision of 23 CFR 172.5(b), sub-recipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

**WHEREAS**, 23 CFR 172.5(b)(1) requires sub-recipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

**WHEREAS**, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and management of contracts for engineering and design related consultant services contracts on federal and state-funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

**WHEREAS**, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement; and

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

**SECTION 1:** The City of Wasco adopts Caltrans LAPM Chapter 10, Consultant Selection, and any updates thereto, in the procurement of Architectural and Engineering Services for State and Federal funding projects.

**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 June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEXANDRO GARCIA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**DEPUTY CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

# Chapter 10 Consultant Selection

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## Exhibits

Exhibits applicable to this chapter can be found [here](#):

[Exhibit 10-A: A&E Consultant Financial Document Review Request](#)

[Exhibit 10-B: Suggested Consultant Evaluation Sheet](#)

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

[Exhibit 10-H: Sample Cost Proposal \(Example#1 thru #4\)](#)

[Exhibit 10-I: Notice to Proposers DBE Information](#)

[Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System](#)

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contracts DBE Commitment](#)

[Exhibit 10-Q: Disclosure of Lobbying Activities](#)

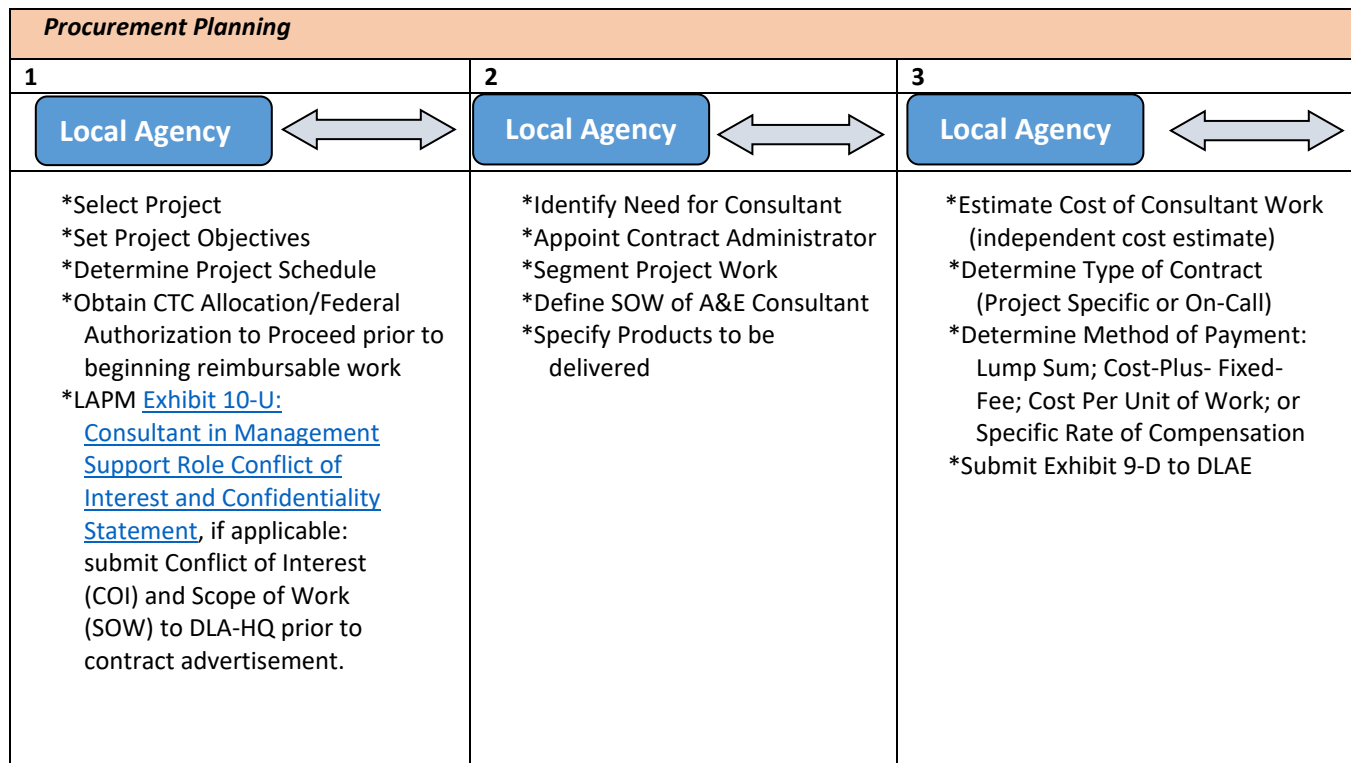
[Exhibit 10-R: A&E Sample Contract Language](#)

[Exhibit 10-S: Consultant Performance Evaluation](#)

[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)




[Exhibit 10-U: Consultant in Management Support Role Conflict of interest and Confidentiality Statement](#)

## Section 10.1: FEDERALLY FUNDED A&E CONTRACTS



**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
**CT = Caltrans**  
**DBE = Disadvantaged Business Enterprise**  
**DLA = Division of Local Assistance**  
**DLAE = District Local Assistance Engineer**  
**DLA-HQ = Division of Local Assistance-Headquarters**  
**LAPG = Local Assistance Program Guidelines**  
**LAPM = Local Assistance Procedures Manual**  
**MOP = Method of Payment**  
**RFP = Request for Proposal**  
**RFQ = Request for Qualifications**  
**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

Solicitation Documents and Advertisement		
4	5	6
		
<ul style="list-style-type: none"> <li>*Determine Solicitation Document; RFP or RFQ</li> <li>*Appoint Consultant Selection Committee</li> <li>*Collect signed Conflict of Interest forms and Confidentiality Statements (see <a href="#">Exhibit 10-T: Conflict of Interest &amp; Confidentiality Statement</a>) from all members involved in process</li> <li>*Determine Procurement Schedule</li> <li>*Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ</li> </ul>	<ul style="list-style-type: none"> <li>*Prepare RFP or RFQ documents</li> <li>*Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal format (see <a href="#">Exhibit 10-H: Sample Cost Proposal</a>) minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see <a href="#">Exhibit 10-I: Notice to Proposers DBE Information</a>), submittal deadline</li> <li>*Advertise RFP or RFQ on public forum (newspaper, technical publications, Web Hosting Site, other local websites)</li> <li>*Issue RFP or RFQ (direct mailing, web posting)</li> </ul>	<ul style="list-style-type: none"> <li>*Prepare to respond to RFP/RFQ questions</li> <li>*Conduct Proposers Conference, if applicable</li> <li>*Receive Proposals or SOQs</li> </ul>

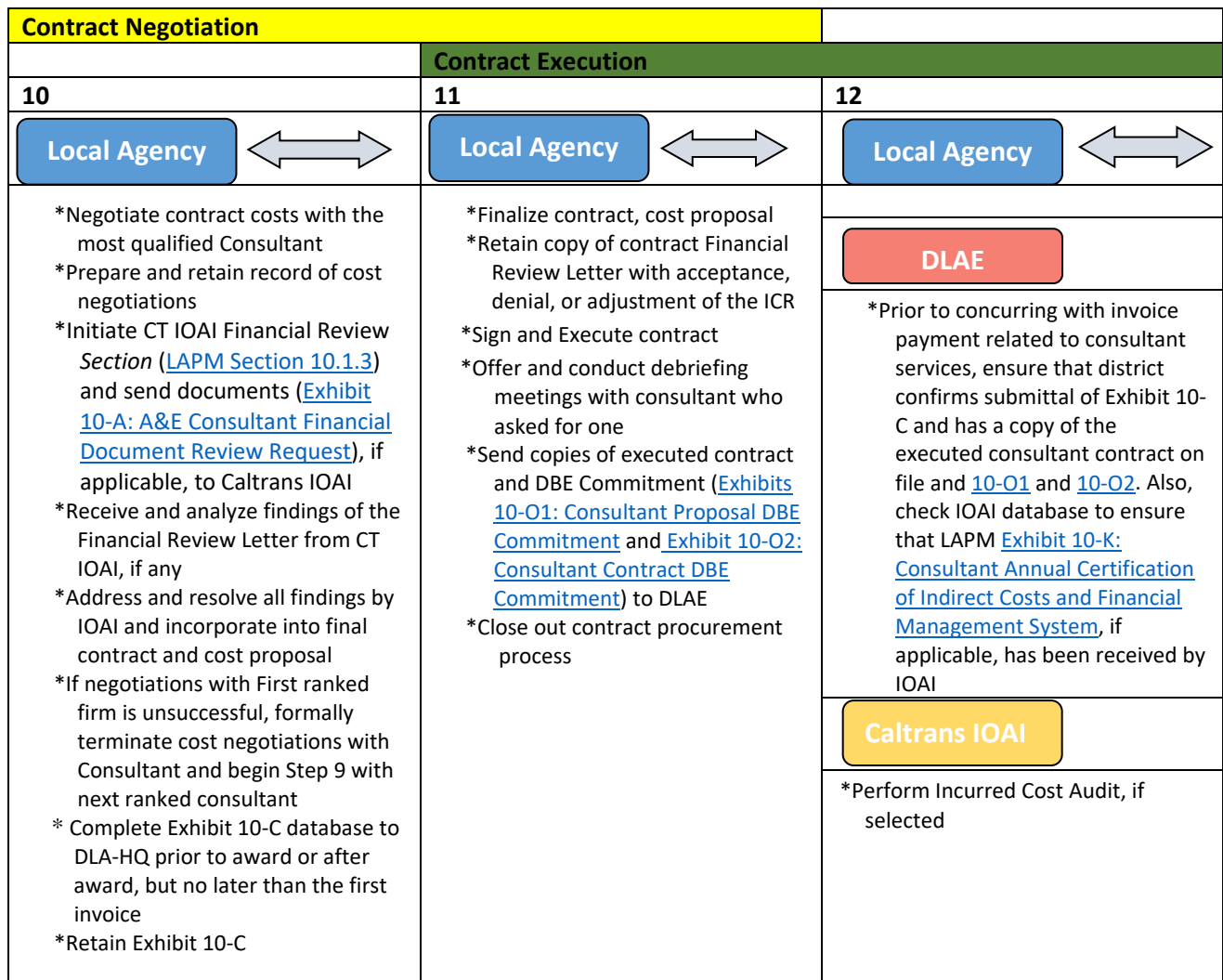
**A&E = Architectural and Engineering**  
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Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

Evaluation and Selection of Consultant		
		Contract Negotiation
7	8	9
Local Agency ↔	Local Agency ↔	Local Agency ↔
<ul style="list-style-type: none"> <li>*Distribute Proposals or SOQs to Selection Committee members</li> <li>*Ensure Committee members receive the appropriate score sheet to use (see <a href="#">Exhibit 10-B: Suggested Consultant Evaluation Sheet</a>)</li> <li>*Convene Selection Committee and evaluate submittals; Perform reference checks</li> <li>*Develop Final Ranking or Short List</li> <li>*Notify proposers of ranking/Short List</li> <li>*Retain all original score sheets and summaries</li> </ul>	<ul style="list-style-type: none"> <li>*Send out RFPs to Short List (two-step process)</li> <li>*Conduct Interview of Short List (if needed)</li> <li>*Develop Final Ranking of Consultants, and notify all interviewees</li> <li>*Retain all original score sheets and summaries</li> <li>*Provide a copy of Standard Contract language to top ranked consultant and invite for negotiations (see <a href="#">Exhibit 10-R: A&amp;E Sample Contract Language</a> for standard contract language and provisions)</li> </ul>	<ul style="list-style-type: none"> <li>*Open and analyze cost proposal from the Highest Ranked firm</li> </ul>
		Caltrans IOAI
		<ul style="list-style-type: none"> <li>*Review and evaluate <a href="#">10-A package</a> and supporting documents, if applicable</li> <li>*Issue Financial Review Letter, if applicable</li> <li>*Perform contract audits and reviews, if applicable, or review of CPA audited ICR workpapers to issue Cognizant Letter of Approval</li> </ul>

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**IOAI = Caltrans Independent Office of Audits and Investigations**  
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**Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued**



**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
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**DBE = Disadvantaged Business Enterprise**  
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**RFP = Request for Proposal**  
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**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

**Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued**

## 10.1.1 General

### Introduction

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. Local agencies requesting federal funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in this chapter.

### Definition of an Architectural and Engineering Consultant

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants.

### Architectural and Engineering Consultants

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ [website](#)
- DIR Wage Determination [website](#)
- [Caltrans Prevailing Wage Interpretive Guidance](#)

## **Non-A&E Consultants**

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value) or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3: Non-A&E Contracts of this chapter.

## **Selecting the Project**

The local agency is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The local agency must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost and the target date for project completion before commencing any consultant selection process.

## **Subcontracted Services**

The consultant is responsible for performing the work required under the contract in a manner acceptable to the local agency. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

## **Organizational and Consultant Conflicts of Interest**

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, local agencies must take all the steps necessary to prevent fraud, waste, and abuse. The local agency must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.



Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- Local agency must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- Local agency must disclose in writing any potential conflict of interest to FHWA.

### **Consultants Performing Work on Multiple Phases of Federal-aid Projects**

Local agencies sometimes wish to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the local agencies are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase

services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the local agency files.

### **Miscellaneous Considerations Authorization to Proceed**

The Federal Highway Administration (FHWA) must give the local agency an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see the [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state funded projects see Section 10.2: State-Only Funded A&E Contracts and the [LAPG Chapter 23: Local Agency State Transportation Improvement Program Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the local agency project files for future audit.

## **10.1.2 Identifying & Defining a Need for Consultants**

The need for a consultant is identified by comparing the project's schedule and objectives with the local agency's capabilities, its staff availability of the required expertise, and its funding resources. If the local agency does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the local agency determines that there is a need to solicit assistance from another local agency, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

### **Appointing the Contract Administrator**

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified local agency employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.333;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the local agency's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other local agency staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)).

## **Segmenting Consultant Work**

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning

assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapters 31: Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

**Figure 10-2: Segmenting Consultant Work**

### Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

### Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement; determine personnel and time requirements; and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

### Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

## **Disadvantaged Business Enterprise (DBE) Participation**

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to Chapter 9: Civil Rights and Disadvantaged Business Enterprises for DBE requirements for A&E Consultant Contracts.

## **Estimated Cost of Consultant Work**

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the local agency's negotiating team has a cost comparison of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the local agency's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

### **Analogous Estimating:**

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

### **Parametric Estimating:**

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

### **Bottom-up Estimating:**

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

## **Determine Type of Contract**

Types of contracts to be used are described as follows:

- Project-specific contract is between the local agency and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed 5 years, and a maximum total contract dollar amount (23 CFR 172). The maximum dollar amount for all contracts awarded under the solicitation is stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. If the solicitation lists that up to 5 contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation (two options exist: geographically designated areas or additional competitive solicitation to all consultants who provide the same type of service and awarded a contract under the same solicitation).
  - To maintain the intent of the Brooks Act (40 USC 1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:
    - Must define a general scope of work, complexity, and professional nature of services.
    - Specify a task order procedure the local agency uses to procure project specific work under the contract.
    - No task order is valid unless the on-call contract is still enforced. For example, if the on-call contract is expired, all task orders issued after the contract expiration date will become invalid.



- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the local agency will use to award/execute task orders among the consultants:
  - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP process later in this chapter), OR
  - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(B)(2), the “backup” option needs to be listed in the respective contracts.
- An example of acceptable contract wording in multiple on-call contracts for the same type of service:
  - “Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

### **Determining the Project Schedule**

The local agency develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;
- Completing the A&E consultant contract audit process;

- Conducting meetings and project reviews.

## **Determine Method of Payment**

The method of payment of contract must be specified. Four methods are permitted depending on the scope of services to be performed reference 23 CFR 172.9(b):

- Cost-Plus-Fixed Fee (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1);
- Cost Per Unit of Work (see [Exhibit 10-H](#), Example #3);
- Specific Rates of Compensation (see [Exhibit 10-H](#), Example #2);
- Lump Sum (see [Exhibit 10-H](#), Example #1).

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by Federal Regulations.

## **Cost-Plus-Fixed Fee**

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H: Sample Cost Proposal Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 1 in this chapter). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the local agency before they incur work on the contract or the costs can be questioned or disallowed. Local agencies are not required to update the Exhibit 10-C database. For more details, reference Section 10.1.8.

## **Cost Per Unit of Work**

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a reasonable maximum length of contract



period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #3 and [Exhibit 10-R](#), Article V Option 2).

### **Specified Rates of Compensation**

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #2 and [Exhibit 10-R](#), Article V Option 3).

### **Lump Sum**

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1 and [Exhibit 10-R: A&E Sample Contract Language](#), Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

Changes to Exhibit 10-H requiring resubmittal to Independent Office of Audits and Investigations for review:

- Consultant name change
- New participating subconsultant
- Change in ICR rate

Since these changes require an amendment, local agency is to update the Exhibit 10-C database.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

### 10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

#### Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between local agencies and Caltrans, (i.e. Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS), Subpart 9900;
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529; and
- Proposed contract terms and conditions.

See Section [10.10: References](#) of this Chapter for links to above referenced standards.

#### Audit Guidance Available

The American Association of State Highway and Transportation Officials, Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide local agencies, consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR compliant Indirect Cost Rates (ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

Local agencies may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Ch 2.5C. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit [FHWA](#).

### **Allowable Costs**

23 USC 112 (b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with Federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the Federal cost principles.

Local agencies are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions. Examples of Cost Analysis Worksheets are provided at Exhibit 10-H1 through 4.

Local agencies are required to apply Caltrans accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or audited by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR Part 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR Part 172 and 48 CFR Part 31.

Generally, whenever local agencies, consultants and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

## **Approval or Acceptance of Indirect Cost Rates**

### **Cognizant Letters of Approval**

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR part 31) and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

### **Caltrans Acceptance of Indirect Cost Rate**

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Local agencies must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. Local agencies may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's [website](#). This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or local agency contracts using pass-through Caltrans funding. Local agencies include Cities, Counties, Metropolitan Planning Organization, Special Districts, and Regional Transportation Planning Agencies.

### **Financial Review Performed Prior to Contract Execution**

All consultants, including prime and subconsultants, on a proposed contract with a dollar value greater than \$150K are subject to an ICR financial review by IOAI. The financial documents required are detailed in Exhibit 10-A, A&E Consultant Financial Document Review Request Letter and Exhibit 10-A Checklist. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

### **Local Agencies' Responsibilities**

Local Agencies are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in Exhibit 10-A: A&E Consultant Financial Document Review Request and the Exhibit 10-A-Checklist. Local Agencies are responsible for forwarding these documents to IOAI for review. Local agencies are also required to ensure that IOAI has copies of the Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System and Exhibit 10-H: Cost Proposal for all consultants, both prime and sub-consultants. The ICR included in Exhibit 10-H must match the ICR included in the Exhibit 10-K and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in Exhibit 10-K and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, local agencies are responsible for ensuring the Exhibit 10-K and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life

of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a shortlist or prequalified list.

The Exhibit 10-H: Cost Proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. Local agencies must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the local agency in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$150,000 are not subject to the Caltrans Financial Document Review but local agencies are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements are met. All documents listed above and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Exhibit 10-A on the requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to:  
[conformance.review@dot.ca.gov](mailto:conformance.review@dot.ca.gov).

Alternatively, if you do not have Internet access, you can mail Financial Review packets to:

Department of Transportation  
Independent Office of Audits and Investigations  
MS 2 Attention: External Audit Manager  
P.O. Box 942874  
Sacramento, CA 94274-0001

### **Consultants' Responsibilities (Both prime consultants and subconsultants)**

A&E prime consultants and subconsultants in contract with local agencies using state or federal-aid highway funds should refer to Exhibit 10-A and the 10-A Checklist for the ICR financial documents required to be submitted to their local agency. Consultants must complete the "Annual Certification of Indirect Costs and Financial Management System" (Exhibit 10-K) that attests that the ICR rate proposed is in compliance with FAR (48 CFR, Chapter 1, Part 31) and that the consultant's financial management system is adequate to accumulate and segregate, reasonable, allowable, and allocable direct and indirect project costs. The Exhibit 10-A and 10-K should be submitted to the local agency who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Exhibit 10-K to the Local Agency.

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and sub-consultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.



Figure 10-3 at the end of this chapter provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project. <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

For guidance see Caltrans' Prevailing Wage Interpretive Guidance and webinar on IOAI's [website](#).

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

### **Independent Office of Audits and Investigations' Responsibilities**

After IOAI receives a consultant's complete financial document packet (per Exhibit 10-A and Exhibit 10-A Checklist) from the local agency, IOAI will review the proposed ICR and supporting documents and notify local agencies in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR and a revised final cost proposal (if applicable) is received. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

### **Audits and Reviews to be Performed**

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

### **Indirect Cost Rate Audits**

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C. Section 112(b)(2)(B), 23 CFR Part 172.11, 48 CFR Part 31 and other FAR and State requirements). As a result of the audit, the local agency will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5,

and Figure 10-3 Standard Indirect Cost Rate Schedule in this Chapter. There is also a review program at Appendix A which serves as a guide for CPAs and IOAI when performing ICR audits and can also be used as a resource for consultants when preparing for an ICR audit.

### **CPA Workpaper Reviews**

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations.

Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

**IMPORTANT NOTE FOR CPAs:** Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

### **Contract Audits**

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

### **Incurred Cost Audits**

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.



## **Audit Findings and Review Deficiencies**

If a consultant's ICR is audited or reviewed, local agencies are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). Local agencies should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The local agencies may be subject to sanctions outlined in [LAPM Chapter 20: Deficiencies and Sanctions](#) if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

**Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company****Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx**

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
<b>Fringe Benefits</b>						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
<b>Total Fringe Benefits</b>	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
<b>General &amp; Administrative Overhead</b>						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
<b>Office Rent</b>	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
<b>Legal and Accounting Services</b>	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
<b>Total General &amp; Admin. Overhead</b>	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237
Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

**Figure 10.3: Standard Indirect Cost Rate Schedule**

**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

This section outlines the audit and review process for A&E contracts that at any time use federal and/or state funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

### 10.1.4 Consultant Selection Methods

Figure 10-4: Consultant Selection Flowchart shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the local agency must retain all consultant selection documentation in their project files as required by 23 CFR Part 172.

**One-Step RFP**

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

**One-Step RFQ**

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. A RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

**Two-Step (RFQ Followed by RFP)**

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

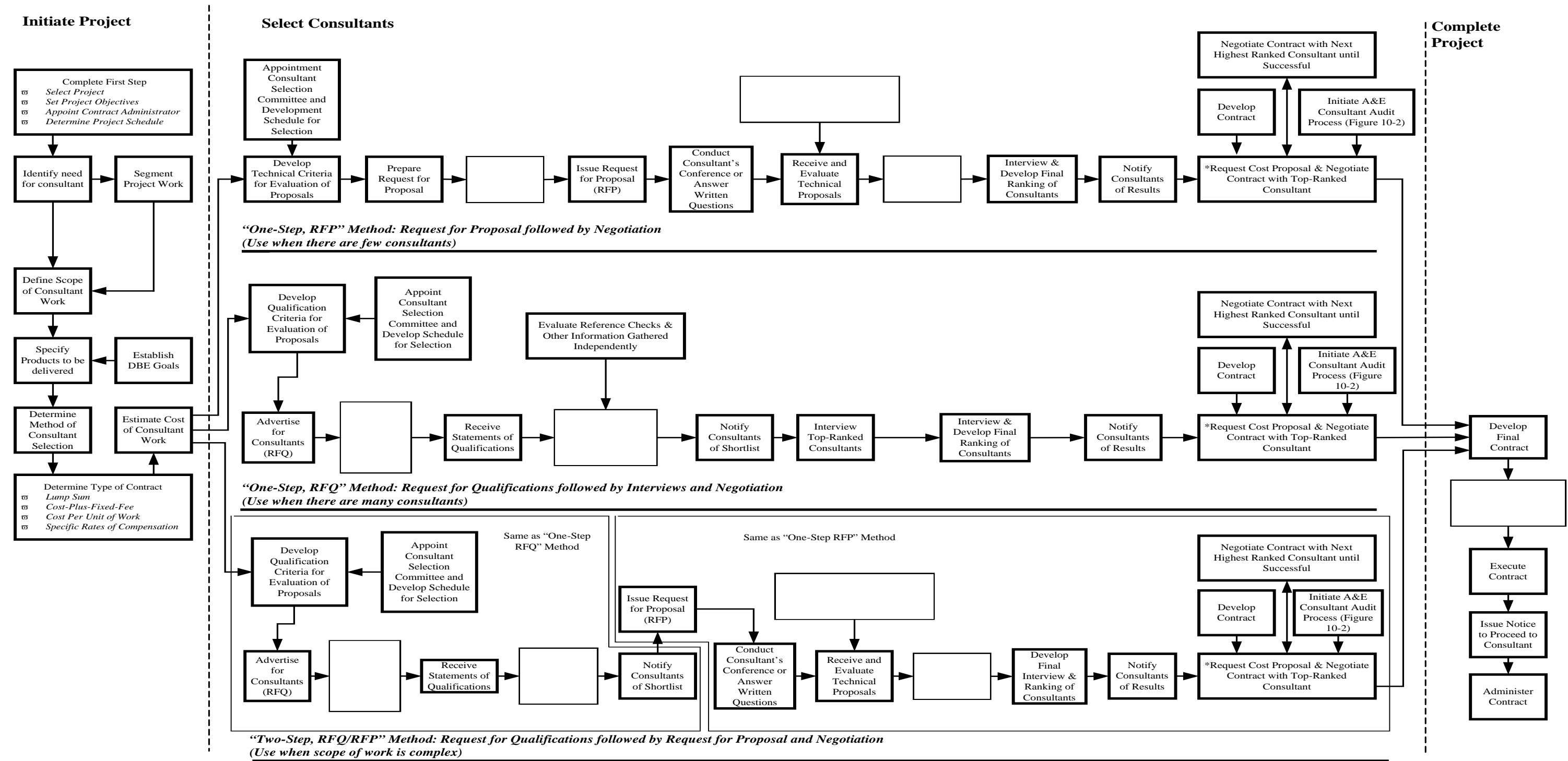


Figure 10-4: Consultant Selection Flowchart

### 10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

#### **Appoint Consultant Selection Committee**

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

#### **Develop Technical Criteria for Evaluation of Proposals**

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, must not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

#### **Develop Schedule for Consultant Selection**

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

## Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See [Exhibit 10-H: Sample Cost Proposal \(Example 3\)](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#);
- Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;



- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

## **Financial Management and Accounting System Requirements**

The local agency must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

## **Advertise for Consultants**

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, or posting the RFP on the local agency's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

## **Issue/Publish RFP**

The local agency must publish the RFP on line and also issue the RFP to all consultants responding to newspaper advertisement. The local agency must keep a record of all consultants that have downloaded RFP on line as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

## **Conduct Proposer's Conference or Answer Written Questions**

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be



specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

### **Receive and Evaluate Technical Proposals**

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

### **Develop Final Ranking and Notify Consultants of Results**

The selection committee evaluates each proposal; interviews the three or more highest ranked consultants (short listed) if noted in solicitation; and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The local agency may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

### **Negotiate Contract with Top-Ranked Consultant**

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and financial Management System](#) of Costs and Financial Management System and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed

envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the local agency's written policies and procedures.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). Local agency Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. The local agency and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist: <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>) and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the local agency must submit a completed Exhibit 10-C for all new or amended federal funded A&E consultant contracts using the database at <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

If there are any changes requiring an amendment to the contract after submittal of Exhibit 10-C, the local agency must submit an updated Exhibit 10-C and all contract amendments to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C>. Submission of Exhibit 10-C to Caltrans HQ is not required for non-A&E consultant contracts.

### 10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

#### **Appoint Consultant Selection Committee**

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the local agency standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

#### **Develop Technical Criteria for Evaluation of Qualifications**

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest

of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

### **Develop Schedule for Consultant Selection**

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

### **Prepare RFQ**

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See [Exhibit 10-H: Sample Cost Proposal](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;

- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

## **Financial Management and Accounting System Requirements**

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

## **Advertise for Consultants**

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultant are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the local agency for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

## **Issue/Publish RFQ**

The local agency must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The local agency must keep a record of all consultants that have downloaded the RFQ on line as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

## **Receive/Evaluate Statements of Qualifications and Develop Shortlist**

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be

rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

### **Notify Consultants of Shortlist**

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

### **Interview Top-Ranked Consultants**

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the local agency may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the local agency may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the local agency in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and



- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or local agency must not gather additional information concerning the consultants after the interviews are completed.

### **Develop Final Ranking and Notify Consultants of Results**

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

### **Conduct Scoping Meeting**

The Contract Administrator meets with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

### **Request Cost Proposal**

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

## Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultant with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and compares it with the local agency's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with local agency's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). Local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;



- Cost items, payments and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist at <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>), and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the local agency must submit a completed Exhibit 10-C for all new or amended federal funded A&E consultant contracts using the database at <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of Exhibit 10-C, the local agency must submit an updated Exhibit 10-C and all contract amendments to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C>. Submission of Exhibit 10-C to Caltrans HQ is not required for non-A&E consultant contracts.

## 10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

### Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and an RFP is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in this method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. The combination of these steps is indicated in Figure 10-4: Consultant Selection Flowchart. Because it is a combination of the

One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex or unusual.

The Two-Step RFQ/RFP is also well suited for procuring multiple on-call contracts through a single solicitation. The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured thru subsequent competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

Local agencies may also use this method to:

1. Develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The pre-qualified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task. The evaluation can include: availability of personnel, staff capabilities, DBE (10% or less of overall score), completion time, experience of consultant, specialized expertise, and past performance. The overall DBE goal was established at the master on-call contract.

Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

### **Categorize work**

Descriptions of the categories of work, deliverables and the minimum qualification standards for each category must be clearly identified.

The local agency may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying

- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

### **Establish Minimum Qualifications**

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1)
- Professional references by the firm with the local agency
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the local agency
- Use of sub-consultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

### **Issue RFQ**

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are

qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to pre-qualifying consultant cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

### **Set-Up Evaluation Process**

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Local agency must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the Local agency has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well defined, open and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The local agency must specify how long the pre-qualified list last, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T.

### **Evaluate Qualifications and Add Firm to List**

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be

considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

### **Maintain List**

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

### **Issue RFP to Pre-Qualified Consultants on List**

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including sub-consultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Sub-consultants, DBE, their proposed participation, and other related information

### **Conduct Proposer's Conference or Answer Written Questions**

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response

should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

### **Receive and Evaluate Technical Proposals**

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (LAPM Exhibit 12-F) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

### **Develop Final Ranking and Notify Consultants of Results**

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

### **Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant**

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein.



Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposal (for both prime and all subconsultants) and contract audit and review documents, such as Exhibit 10-K and Exhibit 10-A, whichever applicable (see Section 10.1.3: A&E Consultant Audit and Review Process), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

A contract audit and review may be required (see Section 10.1.3: A&E Consultant Audit and Review Process). The local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

The local agency and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist

at <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>).

## 10.1.8 COMPLETING THE PROJECT

### Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after:

(1) negotiations have been completed, (2) the local agency and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal, is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

### Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the local agency to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal Exhibit 10-O2: Consultant Contract DBE Commitment is included for all contracts regardless of goal.;
- [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subs), and [Exhibit 10-A: A&E Consultant Financial Document Review Request](#) and Checklist and all supporting documents, if applicable (contracts above \$150,000), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [Exhibit 10-C: A&E Consultant Contract Database](#) must be used to ensure that required documentation has been provided;
- A cost proposal (see [Exhibit 10-H: Sample Cost Proposal](#)), must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;



- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally funded contracts. Per 23 CFR 172.7(b)(3) "A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180."

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for local agency reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and local agency authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the local agency and must be retained for a three-year period after processing of the final voucher by FHWA.

### **Execute Contract and Issue Notice to Proceed to Consultant**

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed contracts must have a begin and end date. Local agency consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be send to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates may not exceed the Master On-call agreement end date.

### **Administer the Contract**

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the local agency manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;

- Receiving, reviewing and assessing reports, plans, and other required products/deliverables;
- Receiving and reviewing state prevailing wages. (See Department of Industrial Relations websites below.
  - [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website: [http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
  - [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

### **Substitution of Consultant Personnel and Subconsultants**

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the local agency. Refer to LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise and Title 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

### **Invoicing (or Progress Payments)**

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the local agency.

For federal reimbursement of consultant costs on a project, the local agency must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

- [Exhibit 10-O2: Consultant Contract DBE Information](#)

DLAE must confirm that the local agency has submitted copies of [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subconsultants) to Caltrans IOAI and agency has submitted [Exhibit 10-C: Consultant Contract Database](#) to Caltrans.

The local agency is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

## **Contract Amendments**

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see [Q&As](#)).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the local agency, clearly outlining the changes and containing a mutually agreed upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and local agency before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the local agency and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of local agency funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit [Exhibit 10-C: Consultant Contract Reviewers Checklist Database](#) to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

## Performance Evaluation

Pursuant to 23 CFR §172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the local agency.

## Project Records

Federal-Aid Highway Program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with Federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR Part 200.333).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of DBE and First-Tier Subcontractors](#), and [Exhibit 17-O: DBE Certification Status Change](#)).
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management ([Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#)) for contracts over \$150,000 or more;

- A&E Consultant Audit Request Letter and Checklist ([Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist](#)) for contracts over \$150,000 and all supporting documentation.
- Executed consultant contracts, cost proposals and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#) and [Exhibit 10-H: Sample Cost Proposal](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- Consultant contract checklists (see [Exhibit 10-C: A&E Consultant Contract Database](#));
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

### Retention Clauses

At the option of the local agency, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXI).

### Review of Local Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The local agency files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

[Exhibit 10-C: A&E Consultant Contract Database](#) is to be completed prior to award, or after contract award but no later than the first invoice. A copy of Exhibit 10-C must be retained in the local agency project files.

## 10.1.9 Miscellaneous Considerations

### Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed. See 2 CFR 200 and CA Government Codes 10340 and 11256.

## **Small Purchase Contracts**

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is not a recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use Section 10.2: State-Only Funded A&E Contracts or the federal guidance for contracts greater than \$250,000. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (State-Only funded section) must not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally funded projects.

## **Noncompetitive Negotiated Contracts (Sole-Source)**

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. A Public Interest Finding prepared by the local agency and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The local agency must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The local agency must carefully document details of the special conditions, obtain Caltrans approval on a Public Interest Finding and retain all documents in the project files for future Caltrans' or FHWA's review.

## **Retaining a Consultant as an Agency Engineer or in Management Support Role**

A local agency may retain qualified consultants in a management support role on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.



- A Project Manager (or equivalent) who manages and oversees a project, series of projects or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a consultant in a management support role is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a consultant in a management support role should be limited to unique or very unusual situations. These situations require a thorough justification as to why the local agency cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. Consultants in a Management Support Role funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a consultant in a management support role requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the local agency and the consultant specifying the local agency engineering services to be performed;
- Written designation by the local agency of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#) by all members (both consultants and employees) prior to participating in the Architect & Engineering (A&E) Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, a local agency consultant in a management support role must not:
  - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
  - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the local agency consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables; and approving invoices.

- Apply for or receive reimbursement of federal-aid funds for the local agency's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

When engineering or architectural consultants in a management support role are procured with federal-aid funds, the local agency (subgrantee) must fully comply with the following:

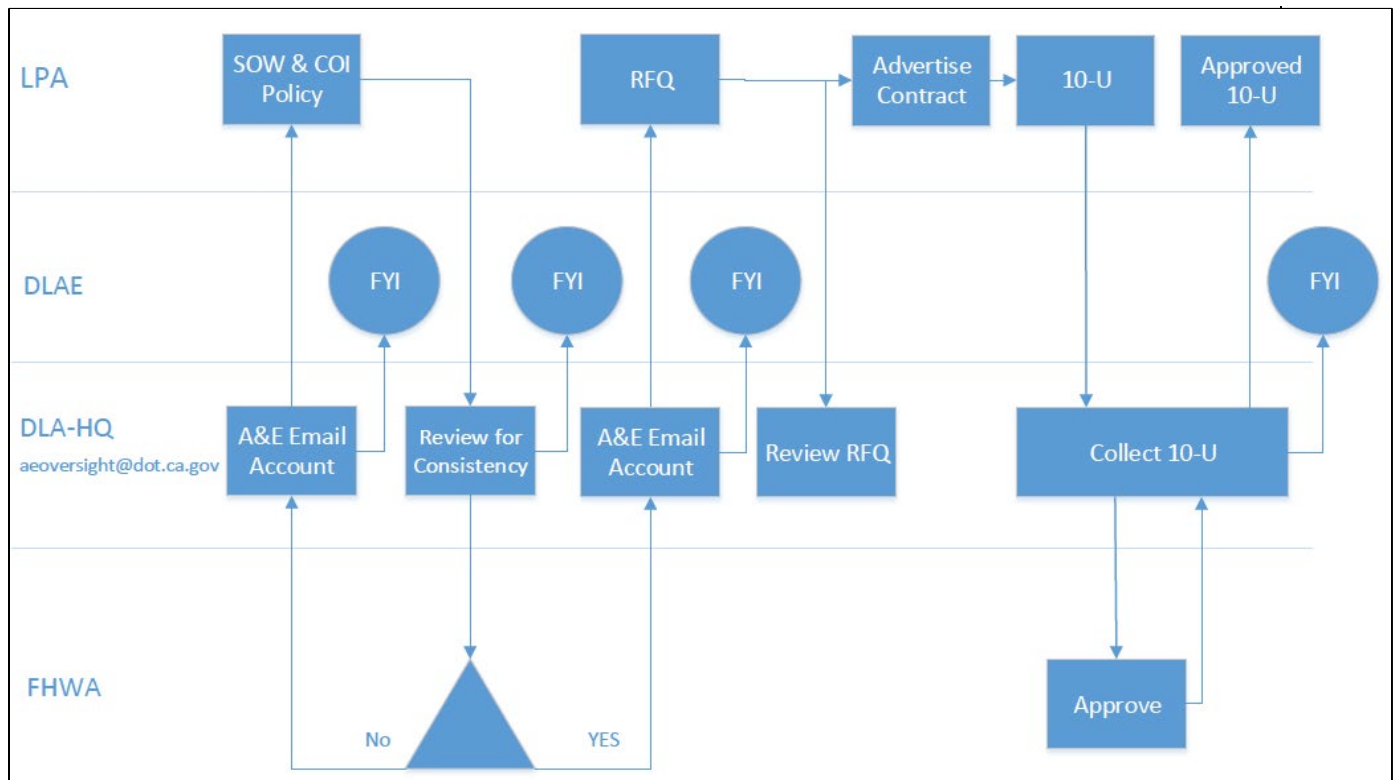
- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR §172.7(b) requires that the local agency must receive approval from FHWA. In addition, any federal-aid projects designated as Projects of Division Interest may also need approval from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally funded projects, local agencies that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a consultant in a management support role to be federally eligible, the following are required prior to contract execution:

- The local agency must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov), prior to solicitation.
- Once the local agency receives FHWA's written response, the local agency may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- After consultant selection, the local agency must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to the DLA-HQ at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). Local agency will receive FHWA's approved [Exhibit 10-U](#) via email.





**Figure 10-5: Consultant in a Management Support Role Flowchart**

## Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the local agency. The local agency must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the local agency in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the local agency, a formal consultant contract must be executed which follows this chapter's requirements. The contract must provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the local agency.

## 10.1.10 Program Management

According to 23 CFR §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency must adopt Caltrans Local Assistance Chapter 10: Consultant Selection. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

An example resolution is located [here](#).

## 10.1.11 REFERENCES

23 CFR, Part 172 Administration of Engineering and Design Related Service Contracts

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.2.3>

40 USC, Section 1104 Brooks Act

<http://www.fhwa.dot.gov/programadmin/121205.cfm>

41 CFR Public Contracts and Property Management

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl)

41 USC Public Contracts

<http://law.onecle.com/uscode/41/index.html>

23 USC Letting of Contracts

<http://www.fhwa.dot.gov/map21/docs/title23usc.pdf>

48 CFR, Chapter 1, Part 15.404

<https://www.acquisition.gov/far/html/FARTOCP15.html>

48 CFR, Chapter 1, Part 31

<https://www.acquisition.gov/far/html/FARTOCP15.html>

Title 48, Part 16 – Types of Contracts

<http://www.elaws.us/subscriber/signin?returnurl=http://federal.elaws.us/cfr/title/4/10/2013/title48/chapter1/part16&IsHistory=1&AspxAutoDetectCookieSupport=1>

48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts

<https://www.law.cornell.edu/cfr/text/48/part-27/subpart-27.3>

48 CFR 31.201-3

<https://www.gpo.gov/fdsys/pkg/CFR-2011-title48-vol1/pdf/CFR-2011-title48-vol1-sec31-201-6.pdf>

48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900

<https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol7/CFR-2002-title48-vol7-chap99>

2 CFR Part 200

[http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

49 CFR, Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide

<http://audit.transportation.org/Pages/default.aspx>

Caltrans Division of Procurement and Contracts Website

<http://www.dot.ca.gov/dpac/index.html>

California Labor Code, Section 1775

<http://law.onecle.com/california/labor/1775.html>

Government Auditing Standards (GAS) issued by the United States Government Accountability Office

<http://www.gao.gov/yellowbook/overview>

Government Code Sections 4525 through 4529.5

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5>












OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

[https://www.whitehouse.gov/omb/circulars\\_a110](https://www.whitehouse.gov/omb/circulars_a110)

Standard Environmental Reference (SER)

<http://www.dot.ca.gov/ser/>

**10.2: STATE-ONLY FUNDED A&E CONTRACTS**

A&E State-Only	Division of Local Assistance Minimum Requirements for State-only funded A&E Contracts
	A. Written Procedures
	B. Conflict of Interest
	C. Records
	D. Full & Open Competition
	E. Selection Basis
	F. Publication
	G. Solicitation
	H. Cost Analysis
	I. Negotiations
	J. Audit and Review Process
	K. Exhibit 10-C: A&E Consultant Contracts Database

## 10.2.1 General

Local Agencies are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the local agency must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections.

All consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures. Also, consultants and Local Agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: A&E Boilerplate Agreement Language contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow LAPM Section 10.1.3 A&E Consultant Audit and Review Process.

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to Chapter 10.1.9 Miscellaneous Considerations: Retaining a Consultant as an Agency Engineer or in a Management Support Role.

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference LAPM Section 10.3: Non-A&E Contracts.

**Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.**

## 10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

**Reference: California Government Code §4527**

## 10.2.3 Minimum Audit Requirements

### A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

Reference: California Government Code §4526

### B. Conflict of Interest

The local agency must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state funded contracts, including the prevention of conflicts of interest.

References:

California Government Code §4526

California Government Code §1090

California Government Code §4529.12

### C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting and financial administration.

References:

California Government Code §4529.14

California Government Code §4006

#### D. Full & Open competition

All A&E contracts shall be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

References:

California Government Code §4526

California Government Code §4527

#### E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

References:

California Government Code §4526

California Government Code §4527

#### F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

Reference: California Government Code §4527

#### G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

Reference: California Government Code §4527

#### H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

Reference: California Government Code §4528

#### I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

Reference: California Government Code §4528

#### J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in LAPM Section 10.3: A&E Consultant Audit and Review Process.

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10a.pdf>

Reference: California Government Code §4529.14



K. Exhibit 10-C: A&E Consultant Contract Database

Exhibit 10-C: A&E Consultant Contract Database must be completed at

<http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice.

## **CA Government Code References**

### **California GOV §1090**

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

### **California GOV §4006**

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

### **California GOV §4525**

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

### **California GOV §4526**

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

**California GOV §4527**

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

**California GOV §4528**

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

**California GOV §4529**

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

**California GOV §4529.12**

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

**California GOV §4529.14**

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

**California GOV §4529.20**

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

## **Federal Highway Administration Memorandum 2 CFR 200 Implementation Guidance 12/4/2014**

**Attachment A: FHWA 2 CFR 200 Uniform Guidance – Questions and Answers**

Question 21: "Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?"

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

**Figure 10.2 State-Only Funded Procurement Criteria**

To comply with CA Government Code (GC) 4525-4529.5, 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures, 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (excluding sections 200.318-200.326), Caltrans Local Assistance Procedures Manual (LAPM) and other applicable STATE and FEDERAL regulations.

A&E Consultants		
Requirements for LGAs that use State funding		Use State requirements below
A.	Written Procedures	GC 4526
B.	Conflict of Interest	GC 1090, GC 4527(b), GC 4529.12
C.	Records	GC 4529.14, 4006
D.	Full & Open Competition	GC 4526, GC 4527, GC 4529.12
E.	Selection Basis	GC 4526*, 4527
F.	Publication	GC 4527
G.	Solicitation	GC 4527
H.	Cost Analysis	GC 4528
I.	Negotiations	GC 4528
J.	A&I Audit & Review Process	GC 4529.14, LAPM Ch. 10, 2 CFR 200
K.	Exhibit 10-C: A&E Consultant Contract Database	LAPM Ch. 10.2

\*Mini Brooks Act - State regulation requiring the initial selection of engineering and architecture firms be based upon qualifications and experience rather than by price. Price is then later negotiated.

## 10.3: NON-A&E CONTRACTS

### Scope

This section covers the procurement requirements for the services that are not included in Section 10.1 Federal and Section 10.2 State-Only. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although local agencies are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section §200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

Local agency must designate one person within the local agency as a contract manager.  
(PCC 10348.5)

### Determining Non-A&E

After identifying that there is a need for consulting services, the local agency must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design related services are considered non-A&E. The services must not be included in Section 10.2.2 Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

### Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the local agency can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure

## **Intelligent Transportation System (ITS) Projects**

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, funds the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG, Chapter 13 LAPG Chapter 13: Intelligent Transportation Systems.

## **Non-Infrastructure Projects**

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.



## **Governing Regulations and Codes for Non-A&E**

When procuring non-A&E services with federal-aid funds, Local agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). Local agencies must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is Public Contract Code 10335-10381.

## **Procurement of Non-A&E Consultant Contracts**

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. Local agency must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized and all evaluation factors and their relative importance identified. (PCC 10339)
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed. (PCC 10329)
3. Local agency must secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.
4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP. (PCC 10344(a))
5. Local agency must have a written procedure for evaluating proposals. (PCC 10344)

## **RFP Basic Requirements**

- A. There are two general types of consulting service contract solicitations:
- B. Request for Proposal using Cost only
- C. Request for Proposal using Cost and Qualifications

The local agency must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals must follow and the elements they must contain.
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.
- E. The procurement schedule that the local agency will follow in reviewing and evaluating the proposals.

(PCC 10344)

## **Additional Requirements and Evaluation Criteria**

### Additional Requirements for Request for Proposal using Cost only

- A. Local agency must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. Local agency must determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

### Additional Requirements for Request for Proposal using Cost and Qualifications

- A. Local agency must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. Local agency must determine those that meet the format requirements specified in the RFP.
- C. Local agency evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the Local Assistance website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of Exhibit 10-C: Consultant Contract Database to Caltrans HQ is not required for non-A&E consultant contracts.

## **Consultant's Proposal**

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles and responsibilities.
- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Sub-contracts - Identify all sub-contracts that are to be used, description of each and the work by each sub-consultant/sub-contractor. No work must be subcontracted unless listed in the technical proposal. Sub-consultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

## **Cost Proposal Worksheet**

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

Local agency is not required to award a contract if it is determined that the contract price is not reasonable. (PCC 10340(c))

## **DBE Consideration**

DBE consideration is required on all federal-aid funded contracts including non-A&E.

## **Administrative Requirements**

Advertisement for RFPs may be through the local agency website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation, late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the

consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally funded projects.

### **Oral Presentations Optional**

When oral presentations are required by the local agency, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

### **Cost-Effective / Public Interest Finding**

A minimum of three proposal must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (LAPM Exhibit 12-F: Cost-Effective/Public Interest Finding) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

### **Protest / Appeals / Reinstatement Procedures**

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defends its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager  
Keri Cobb, Community Development Director

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution approving the Cost Report for Abatement of Weeds, Trash, Rubbish, Property Board-up, and Approving the Cost Report for Outstanding Fines, Assessing the Cost Thereof and Imposing Liens Pursuant to City of Wasco Municipal Code Chapters 8.24 and 17.80 in the amount of \$14,886.00

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### **Recommendation:**

Staff recommends the City Council to adopt a Resolution approving the Cost Report for abatement of weeds, trash, rubbish, property board-up, and outstanding Code Compliance fines, and imposing liens on the subject properties as provided for in City of Wasco Municipal Code Chapters 8.24 and 17.80 in the amount of \$14,886.00.

### **Background:**

This item is the annual Code Compliance fine approval and abatement tax lien hearing, where the Council reviews and confirms the abatement and outstanding fine amounts that are to be placed as liens on the 2021/22 tax rolls.

### **Discussion:**

During calendar year 2020, the City of Wasco initiated and completed the nuisance abatement of weeds, trash, rubbish, and debris, including boarding and securing vacant homes, all of which constitute a public nuisance within the city. These abatements were conducted in accordance with various Wasco Municipal Code Chapters, including 8.24 and 17.80. In order to recoup abatement costs, the City Council is required to conduct a hearing and confirm the assessment and collection of costs of abating weeds, trash, rubbish, and debris on private property, including the securement of vacant, abandoned homes which become a public nuisance to the surrounding areas.

In addition, during calendar year 2020, several unpaid Code Compliance fines have accrued. On May 24, 2021, a Director's Hearing was held to allow any of the property owners to present additional evidence or testimony as to why their fines should be reduced and/or waived. Following that hearing, a letter of determination was sent to each property owner regarding the final status of their fines and notifying them that the

final Council meeting to approve the submittal of the fines and abatement costs to the County Assessor's Office would be on June 15, 2021.

The attached Cost Report, Exhibit A, identifies the twenty-one properties that have accrued abatement costs and administrative fines. These costs include the cost of abatements, accrued fines, and City administrative costs (staff time), which total **\$14,886.**

These properties have created a public nuisance to the surrounding areas of the city. Per these Chapters of the Municipal Code, the City of Wasco is eligible for reimbursement for these abatement costs and the amount of fines and has the authority to place assessments on the properties as a lien on the Property Tax Roll to facilitate the collection of abatement costs. The attached resolution will allow the City to place these costs on the 2021/22 property tax roll.

Attached to this resolution as Exhibit A is a complete list of the parcels to be assessed and the amounts to be placed as liens on the properties.

**Fiscal Impact:**

Allows the City to recover a total of **\$14,886** for reimbursement of abatement costs incurred and unpaid fines.

**Attachments:**

1. Resolution
2. Exhibit A: Code Compliance Cost Report – Calendar Year 2020, Abatement of Weeds, Debris, Waste Matter, Boarding up Property, and Unpaid Administrative Fines

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE COST REPORT FOR ABATEMENT OF WEEDS, TRASH, RUBBISH, PROPERTY BOARD-UP, AND APPROVING THE COST REPORT FOR OUTSTANDING FINES, ASSESSING THE COST THEREOF AND IMPOSING LIENS PURSUANT TO CITY OF WASCO MUNICIPAL CODE CHAPTERS 8.24 AND 17.80 IN THE AMOUNT OF \$14,886.00**

**WHEREAS**, the properties described by assessor's parcel number and street address attached hereto as Exhibit "A" (the "Cost Report") were determined to have created nuisances by violation of Wasco Municipal Code Chapters 8.24 and 17.80, which prohibit public nuisances consisting of hazardous weeds, debris and waste matter, and open and abandoned structures; and

**WHEREAS**, the City has abated the nuisances created on certain properties after the owners failed to do so and expended cost, time, and materials in doing so, the costs of which are included in the written report attached as Exhibit "A"; and

**WHEREAS**, certain properties have accrued administrative fines which have gone unpaid, the costs of which are included in the written report attached as Exhibit "A"; and

**WHEREAS**, pursuant to Wasco Municipal Code Chapters 8.24 and 17.80, the Cost Report shall be presented to the City Council for review and consideration pursuant to a noticed hearing; and,

**WHEREAS**, a notice of hearing for consideration of the Cost Report was sent to each respective property owner listed in the Cost Report on May 27, 2021, setting the hearing for 6:00 pm on June 15, 2021; and

**WHEREAS**, after consideration of all comments received at the hearing, the City Council hereby finds and determines that the Cost Report is true and correct and that each open and abandoned structure and each property with weeds, debris, and waste matter hereby constitutes a public nuisance.

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

**SECTION 1:** That the foregoing recitals and findings are true and correct and are incorporated herein by reference.

**SECTION 2:** That the Cost Report (Exhibit "A") is hereby approved and the cost allocated to each property is hereby charged and assessed to each property, and the charges shall constitute a lien on each property as shown on the most recent equalized property assessment roll of the County of Kern.

**SECTION 3:** The City Clerk of the City of Wasco shall send a certified copy of this resolution along with the Cost Report (Exhibit "A") to the Auditor-Controller of the County of Kern for inclusion of the liens described herein onto the property tax rolls for each property.

-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 June 15, 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  
CODE COMPLIANCE COST REPORT - 2021

2020 UNPAID FINES				
<u>APN</u>	<u>ADDRESS/LOCATION</u>	<u>PROPERTY OWNER</u>	<u>CASE#</u>	<u>ADMIN CITATION TOTAL COST (INCLUDES STAFF COST &amp; INTEREST)</u>
488-091-11	2302 SYCAMORE ST	OCHOA ANA	20-000037	\$590
489-161-04	1770 SNAPDRAGON DR	ARRAMBIDE KRISTIA	20-000032	\$568
490-091-08	2334 JASMINE ST	RIECK EARL G & LINDA J	20-000051	\$200
029-081-19	1626 1ST ST	RODRIGUEZ LILIANA GARCIA	20-000086	\$1,584
490-032-01	2435 GARDEN ST	BOLANOS JUSTIN JACOB	20-000061	\$568
489-253-04	1837 GREENBRIER CT	MARTINEZ ANGEL VEGA & HORTENCIA B	20-000058	\$568

EXHIBIT A

CODE COMPLIANCE COST REPORT - 2021

029-402-05	1322 GRIFFITH AV	FLORES ISIDRO	20-000126	\$2,640
488-220-53	2404 OAK CREEK CT	JIMENEZ MIKE A & FRANCES JEAN	20-000164	\$480
488-321-16	2702 MONDAVI CT	ROQUE ERIC	20-000097	\$1,254
487-040-38	HIGHWAY 46	BILLON ENTERPRISES	20-000215	\$436
487-221-19	1008 ROSE ST	LOPEZ TOMMY & MONICA A	20-000202	\$414
489-091-18	1900 BAY MEADOW DR	ANDRADE HERIBERTA	20-000228	\$768
487-371-32	327 SAGEBRUSH CT	GARCIA CARLOS	20-000223	\$392
490-031-18	2236 GARDEN ST	OSORNIO JOSE G	20-000281	\$680
488-172-12	2433 JO ELLEN CT	PADILLA ALFREDO	20-000299	\$990
487-371-25	300 SAGEBRUSH CT	ACOSTA JOSE & IRENE I	20-000263	\$370

EXHIBIT A

CODE COMPLIANCE COST REPORT - 2021

		FERNANDEZ DE		
488-081-01	2102 3RD ST	SOLORIO ALEXANDER ARROYO JR	20-000302	\$200
<b>TOTAL</b>				<b>\$12,702</b>

EXHIBIT A

CODE COMPLIANCE COST REPORT - 2021

<u>ABATEMENTS OF WEEDS, DEBRIS, WASTE MATTER, AND BOARDING UP PROPERTY FOR</u> <u>CALENDAR YEAR 2020</u>							
<u>APN</u>	<u>ADDRESS/LOCATION</u>	<u>PROPERTY OWNER</u>	<u>CASE#</u>	<u>COST OF ABATEMENT</u>		<u>CITY ADMIN. COST (\$60 PER HR)</u>	<u>TOTAL COST</u>
030-221-02	1043 HIGHWAY 46	WAGSTAFF PROPERTIES LLC	20-000216	\$450.00			\$450.00
030-350-05	930 BROADWAY	CHAVEZ RITO & M RAQUEL	20-000124	\$1,334.00			\$1,334.00
488-132-01	2500 SUNSET ST	PAYNE FAMILY TRUST	20-000125	\$400.00			\$400.00
<b>TOTAL</b>							<b>2,184.00</b>



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Declaring the City's Intention to Review the Improvements and Assessments for the Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22 and Authorizing the City Clerk to Publish the Resolution Setting the Public Hearing

---

### **Recommendation:**

Staff recommends adopting the Resolution declaring the City's intention to review improvements and assessments and for the City Council to receive the 2021 Engineer's Report for Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22, and authorize the City Clerk to publish the resolution setting the public hearing for July 6, 2021.

### **Background:**

After a maintenance district has been established, it is necessary to complete an annual Engineer's Report to review and update the assessments on the lots and to include new tracts into the Districts. This resolution accepts the filing of the Engineer's Reports and sets the public hearing for confirmation of the levy of assessments.

### **Discussion:**

After a maintenance district has been established, it is necessary to complete an annual Engineer's Report to review and update the assessments on the lots and to include new tracts into the Districts.

Wasco Maintenance District No. 1 includes Tract 5071-A, B and C, Tract 5890 Phases 1 – 3, Tract 5653-A, Precise Development No. 95-2, Tract 6308, and Tract 6451. No new tracts were added. No CPI increase is allowed for this District because it was not included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 01-01 includes Tract 5972 Phases 1 – 4. No new tracts were added. The assessment was increased by 2.2%, which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for All Goods

for the prior fiscal year. This annual increase by the CPI factor but not to exceed 4% was included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 01-02 includes Tract 5305 Phases 1-3, Tract 6449 Phases 1-3, and Tract 6282. No new tracts were added. The assessment was increased by 2.2%, which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 06-1 includes Tract 6334 Phase 1, Tract 6432, Tract 6460 Phase 1, Tract 6473 Phases 1 and 2, Tract 6486, Tract 6589 Phase 1, Tract 6590, Tract 6600 Phase 1. No new tracts were added. The assessment was increased by 2.2%, which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

Wasco Landscape and Lighting Maintenance District No. 2017-1 includes Tract 7127 and parcel 1 of Lot Line Adjustment No. 2009-02. The assessment was increased by 2.2%, which is the Consumer Price Index for the Los Angeles-Long Beach-Anaheim County area for All Goods for the prior fiscal year. This annual increase by the CPI was included when the District was established.

The Engineer's Report for each District was completed by the Engineer of Work and submitted to the City Clerk.

A public hearing is required before the assessments can be levied. The City must publish the resolution at least 10 days prior to the date of the public hearing. The City Clerk will publish the public hearing for July 6, 2021, and make the Engineer's Reports available for public review if requested.

**Fiscal Impact:**

The funds from the Districts will be collected by the Kern County Assessor's Office and disbursed to the City as a special assessment. These assessments, when collected, will go to their respective funds to pay for the maintenance and operation of the landscaping, walls, and drainage of each District.

**Attachments:**

1. Resolution
2. 2021 Engineer's Report

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO  
DECLARING ITS INTENTION TO REVIEW THE IMPROVEMENTS AND  
ASSESSMENTS FOR WASCO MAINTENANCE DISTRICT NO. 1, WASCO  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS  
NO. 01-01, NO. 01-02, NO. 06-1, AND 2017-1 FOR TAX YEAR 2021-22  
AND SETTING THE PUBLIC HEARING.**

**WHEREAS**, the Engineer of Work has prepared his report in accordance with Division 15, Part 2, Chapter 1, Article 4 (commencing with §22565) of the Streets and Highways Code; and

**WHEREAS**, pursuant to Streets and Highways Code §5820 et seq., §22500 et seq, and Government Code §56000 et seq, the City established charges for Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance District No. 01-01, No. 01-02, and No. 06-1, and 2017-1; and

**WHEREAS**, the City Council intends to levy and collect assessments within Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance Districts No. 01-01, No. 01-02, No. 06-1, and 2017-1; and

**WHEREAS**, the Engineer of Work has filed with the City Clerk the reports for each District required by the Landscaping and Lighting Act of 1972, all interested persons are referred to those reports for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the assessment districts.

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

**SECTION 1:** The Engineer's Report for each District is received.

**SECTION 2:** A public hearing is to be held at 6:00 p.m., Tuesday, July 6, 2021.

**SECTION 3:** The City Clerk shall give notice by causing this resolution of intention to be published pursuant to Sections 22552 and 22553 of the California Streets and Highways Code

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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 June 15, 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

# ENGINEER'S REPORT AND ASSESSMENT

## CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FUND 20653

**Fiscal Year 2021-2022**

**Zone 1**

TRACT 5071 A, Lots 1-70  
TRACT 5071 B, Lots 1-38  
TRACT 5071 C, Lots 1-43  
TRACT 5890 Ph 1 & 2, Lots 1-65  
TRACT 5890 Ph 3, Lots 1-39  
TRACT 5821, Lots 1-99  
TRACT 5653 UNIT "A" Lots 1-40  
TRACT 6308, Lots 1-98  
APN 030-450-03 (Precise Development 95-2)

**Zone 2**

APN 487-050-62, 487-050-63  
Tract 6451 Lots 1-69



**PREPARED BY:**

**BHT ENGINEERING, INC.  
218 S. H St. Ste. 201  
BAKERSFIELD, CA. 93304  
(661) 558-4641**



**JUNE 2021**

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# CITY OF WASCO ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: \_\_\_\_\_

By: JUAN M. PANTOJA  
Juan M. Pantoja, PE - Engineer of Work

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Wasco, California, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern, State of California, on the day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

## ENGINEER OF WORK STATEMENT

### CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No.1

I, Juan M. Pantoja, Engineer of Work for Landscape and Lighting Maintenance District No. 1 (District), City of Wasco, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The City of Wasco annually levies and collects special assessments in order to maintain the improvements which are subject to this report and are briefly described as follows:

1. The maintenance, repair, replacement, and operating expenses associated with all streetlights within the boundaries of the District as shown on the Street Improvement Plans for Tract 5972 Phases 1 thru 4.
2. The servicing, operation, maintenance, repair, and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities within the Boundaries of the District.
3. The Engineer's Report for Landscape and Lighting Maintenance District No.1 includes landscaped areas as given in maps that are on file at City Hall with the City Clerk of the City of Wasco and is made a part of this report by reference (as Exhibit "E")

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report. The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22.

## INTRODUCTION

The City Council of the City of Wasco adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping, and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement of issuance of a permit for construction of commercial, industrial, and planned unit development.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment to be made in the same manner and same time in conjunction with the ad valorem (in proportion to the value) tax for each Property. The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the Landscape and Lighting Maintenance District No. 1 ("District") as herein described, the City Council will set the assessment for the ensuing fiscal year. In setting the annual assessment City Council will consider any fund balances or shortages and adjust the annual assessment accordingly.

In December 1988, the City formed this District for the maintenance of landscaping, lighting and appurtenant facilities within the boundaries of Tract 5071-A and the separate parcel at the southwest corner of Poso Dr. and Poplar Ave. for a total of 71 single family lots.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the District on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22. This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

For purposes of apportioning the assessment, Maintenance District #1 is divided into two (2) benefit zones. These zones, labeled Benefit Zone No.1 and Benefit Zone No.2, are described as follows:

#### Benefit Zone No. 1

Benefit Zone No. 1 includes designated lots or parcels within the city limits of Wasco located east of Magnolia Avenue. Assessments will be levied against lots or parcels within Benefit Zone No. 1 for the installation (where designated), operation, maintenance and servicing of landscaping, walls, lighting, and appurtenant facilities, which provide public benefit to those designated lots or parcels. Refer to Exhibit "E", Assessment Diagrams, herein for location of lots and parcels.

#### Benefit Zone No. 2

Benefit Zone No. 2 includes designated lots or parcels within the city limits of Wasco, located west of Magnolia Avenue. Assessments will be levied against lots or parcels within Benefit Zone No. 2 for the operation, maintenance and servicing of landscaping, walls, lighting, and appurtenant facilities, which provide public benefit to those designated, lots or parcels. Refer to Exhibit "E", Assessment Diagrams, herein for location of lots and parcels.

Payment for the assessment will be made in the same manner and at the same time in conjunction with the ad valorem (in proportion to the value) tax for each Property.

The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California. The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention.

After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the District as herein described, the City Council will set the assessment for the subsequent fiscal year, which runs July 1 to June 30.

This report consists of six parts as follows:

#### **A) PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in entirety by reference. The plans show the general nature, location, and extent of the improvements.

#### **B) ESTIMATE OF THE COST OF THE IMPROVEMENTS**

An estimate of the cost of landscape maintenance improvements.

#### **C) DIAGRAM OF THE ASSESSMENT DISTRICT**

Being a list showing the Tract Number, Lot number, Landscape and Lighting District Assessment Number, Assessor's Parcel Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office as of May 2021, or as known to the Clerk, and the Assessment for each parcel for the 2021/22 Tax year. This listing is keyed to the lots by assessment number as shown in "EXHIBIT C"

#### **D) ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

#### **E) TRACT DIAGRAMS**

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by assessment number.

#### **F) FINDINGS**

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 1, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.



## EXHIBIT "A" DESCRIPTION OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 (Pursuant to the Landscaping and Lighting Act of 1972)

The improvements covered under this District are outlined as follows:

#### **Location of Landscaping, Lighting and Appurtenant Facilities**

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "F" herein and include the following subdivisions, lots, and/or parcels:

##### **Zone 1**

TRACT 5071 A, Lots 1-70 inclusive  
TRACT 5071 B, Lots 1-38 inclusive  
TRACT 5071 C, Lots 1-43 inclusive  
TRACT 5890 Ph 1 & 2, Lots 1-65 inclusive  
TRACT 5890 Ph 3, Lots 1-39 inclusive  
TRACT 5821, Lots 1-99 inclusive  
TRACT 5653 A & B, Lots 1-75 inclusive  
TRACT 6308, Lots 1-98 inclusive  
APN 030-450-03 (Precise Development 95-2)

##### **Zone 2**

APN 487-050-62, and APN 487-050-63  
Tract 6451

#### **Plans and Specifications**

With exception of the future incremental installation of landscaping and irrigation improvements within dedicated belt park areas by city forces, the installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting, and appurtenant facilities, as previously described are within the boundaries of the district shown on the Assessment Diagram, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Engineer and incorporated herein by reference.

## EXHIBIT "B" ESTIMATE OF IMPROVEMENTS

### WASCO MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 FUND 20653

ESTIMATED FUND BALANCE (DEFICIT) AS OF JUNE 30, 2021	*( \$72,259.04)
<b>BENEFIT ZONE ONE</b>	
<i>490 Lots</i>	
PROJECTED EXPENDITURES & USES	
<b>PERSONNEL</b>	
Salary	\$19,829.82
Admin Fees	\$164.33
Overtime	\$109.55
FICA	\$1,533.72
Retirement Benefit	\$2,229.71
Unfunded retirement benefit	\$2,606.95
Group Insurance	\$8,837.17
Workers Comp	\$1,789.34
Tools & Equipment	\$1,095.52
Boots	\$200.00
Fuel	\$912.93
Uniforms	\$200.00
Training and travel	\$250.00
<b>NON-PERSONNEL</b>	
Materials/Supplies	\$ 1,000.00
Repair & Maintenance	\$ 1,000.00
Utilities	\$ 26,500.00
Professional Services	\$ 4,000.00
<b>TOTAL OPERATING EXPENDITURES ZONE ONE</b>	<b>\$ 72,259.04</b>
<b>BENEFIT ZONE TWO</b>	
<i>72 Lots</i>	
<b>MAINTENANCE COST</b>	
Streetlights	\$ 500.00
Water Usage	\$ 300.00
Landscape Maintenance	\$ 400.00
Walls and Fences	\$ -
Sub-total	\$ 1,200.00
Contingency	\$ 120.00
MAINTENANCE COST ZONE TWO	\$ 1,320.00
<b>INCIDENTAL COSTS</b>	
Legal	\$ 50.59
Engineering	\$ 366.00
City Administration	\$ 150.00
INCIDENTAL COSTS	\$ 566.59
<b>TOTAL MAINTENANCE COSTS ZONE TWO</b>	<b>\$ 1,886.59</b>
Zone Two (72 lots) Annual Assessment per Lot	\$ 26.20

PROJECTED REVENUE FROM MAINTENANCE DISTRICT No. 1	
<b>FY2021-2022(Annual) 490 lots @ \$50.58 ea.</b>	\$ 24,784.20
<b>FY2021-2022(Annual) 72 lots @ \$26.20 ea.</b>	\$ 1,886.40
<b>FY2021-2022(Annual) 1 lots @ \$1,456.70</b>	\$ 1,456.70
<b>MD#1 TOTAL PROJECTED REVIEW REVENUE FOR FY 2021-2022&gt;&gt;&gt;</b>	<b>\$ 28,127.30</b>

ESTIMATED FUND BALANCE (DEFICIT) AS OF JUNE 30, 2021 \$ (46,018.33)

Despite showing a deficit in Maintenance District No. 1, the assessment cannot be increase  
A method to increase the annual assessment per the Consumer Price Index was not included  
when the district was originally established

FY 2021/22 Assessment break-down including Kern County charge of \$0.24 per parcel	
<b>FY 2021/22 Tax Roll Annual Assessment for 490 lots</b>	<b>\$ 50.82</b>
<b>FY 2021/22Tax Roll Annual Assessment for 72 lots</b>	<b>\$ 26.44</b>
<b>FY 2021/22Tax Roll Annual Assessment for 1 lot</b>	<b>\$ 1,456.94</b>

## EXHIBIT "C" ASSESSMENT ROLL

ASSESSMENT ROLL FUND 20653

WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

### BENEFIT ZONE ONE

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
030-450-03-00-9	PM 4571	0	2	PM 4571 Lot 2	\$ 1,456.94
487-261-01-00-5	5890	1	1	920 Margalo St.	\$ 50.82
487-261-02-00-8	5890	1	2	928 Margalo St.	\$ 50.82
487-261-03-00-1	5890	1	3	936 Margalo St.	\$ 50.82
487-261-04-00-4	5890	1	4	944 Margalo St.	\$ 50.82
487-261-05-00-7	5890	1	5	952 Margalo St.	\$ 50.82
487-261-06-00-0	5890	1	6	1000 Margalo St.	\$ 50.82
487-261-07-00-3	5890	1	7	1008 Margalo St.	\$ 50.82
487-261-08-00-6	5890	1	8	1016 Margalo St.	\$ 50.82
487-261-09-00-9	5890	1	9	1024 Margalo St.	\$ 50.82
487-261-10-00-1	5890	1	10	1032 Margalo St.	\$ 50.82
487-261-11-00-4	5890	1	11	1040 Margalo St.	\$ 50.82
487-261-12-00-7	5890	1	12	1100 Margalo St.	\$ 50.82
487-261-13-00-0	5890	1	13	1108 Margalo St.	\$ 50.82
487-261-14-00-3	5890	1	14	1116 Margalo St.	\$ 50.82
487-261-15-00-6	5890	1	15	1124 Margalo St.	\$ 50.82
487-262-01-00-2	5890	1	16	1132 Margalo St.	\$ 50.82
487-262-02-00-5	5890	1	17	1140 Margalo St.	\$ 50.82
487-262-03-00-8	5890	1	18	1200 Margalo St.	\$ 50.82
487-262-04-00-1	5890	1	19	1208 Margalo St.	\$ 50.82
487-262-05-00-4	5890	1	20	1216 Margalo St.	\$ 50.82
487-262-06-00-7	5890	1	21	1224 Margalo St.	\$ 50.82
487-262-07-00-0	5890	1	22	1232 Margalo St.	\$ 50.82
487-262-08-00-3	5890	1	23	1248 Margalo St.	\$ 50.82
487-271-01-00-8	5890	2	31	1133 Pecan St.	\$ 50.82
487-271-02-00-1	5890	2	30	1141 Pecan St.	\$ 50.82
487-271-03-00-4	5890	2	29	1201 Pecan St.	\$ 50.82
487-271-04-00-7	5890	2	28	1209 Pecan St.	\$ 50.82
487-271-05-00-0	5890	2	27	1217 Pecan St.	\$ 50.82
487-271-06-00-3	5890	2	26	1225 Pecan St.	\$ 50.82
487-271-07-00-6	5890	2	25	1231 Pecan St.	\$ 50.82
487-271-09-00-2	5890	2	65	1200 Pecan St.	\$ 50.82
487-271-10-00-4	5890	2	64	1160 Pecan St.	\$ 50.82
487-271-11-00-7	5890	2	63	1140 Pecan St.	\$ 50.82
487-271-12-00-0	5890	2	62	1132 Pecan St.	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
487-271-13-00-3	5890	2	61	1124 Pecan St.	\$ 50.82
487-271-14-00-6	5890	2	60	1116 Pecan St.	\$ 50.82
487-271-15-00-9	5890	2	59	1108 Pecan St.	\$ 50.82
487-271-16-00-2	5890	2	58	1100 Pecan St.	\$ 50.82
487-271-17-00-5	5890	2	57	1040 Pecan St.	\$ 50.82
487-271-18-00-8	5890	2	56	1032 Pecan St.	\$ 50.82
487-271-19-00-1	5890	2	55	1024 Pecan St.	\$ 50.82
487-271-20-00-3	5890	2	54	1016 Pecan St.	\$ 50.82
487-271-21-00-6	5890	2	53	1008 Pecan St.	\$ 50.82
487-271-22-00-9	5890	2	52	1000 Pecan St.	\$ 50.82
487-271-23-00-2	5890	2	51	952 Pecan St.	\$ 50.82
487-271-24-00-5	5890	2	50	944 Pecan St.	\$ 50.82
487-271-25-00-8	5890	2	49	936 Pecan St.	\$ 50.82
487-271-26-00-1	5890	2	48	928 Pecan St.	\$ 50.82
487-271-27-00-4	5890	2	47	920 Pecan St.	\$ 50.82
487-272-01-00-5	5890	2	32	1125 Pecan St.	\$ 50.82
487-272-02-00-8	5890	2	33	1117 Pecan St.	\$ 50.82
487-272-03-00-1	5890	2	34	1109 Pecan St.	\$ 50.82
487-272-04-00-4	5890	2	35	1101 Pecan St.	\$ 50.82
487-272-05-00-7	5890	2	36	1041 Pecan St.	\$ 50.82
487-272-06-00-0	5890	2	37	1133 Pecan St.	\$ 50.82
487-272-07-00-3	5890	2	38	1025 Pecan St.	\$ 50.82
487-272-08-00-6	5890	2	39	1017 Pecan St.	\$ 50.82
487-272-09-00-9	5890	2	40	1009 Pecan St.	\$ 50.82
487-272-10-00-1	5890	2	41	1001 Pecan St.	\$ 50.82
487-272-11-00-4	5890	2	42	951 Pecan St.	\$ 50.82
487-272-12-00-7	5890	2	43	945 Pecan St.	\$ 50.82
487-272-13-00-0	5890	2	44	935 Pecan St.	\$ 50.82
487-272-14-00-3	5890	2	45	927 Pecan St.	\$ 50.82
487-272-15-00-6	5890	2	46	919 Pecan St.	\$ 50.82
487-281-01-00-1	5890	3	83	919 Hazelnut Street	\$ 50.82
487-281-02-00-4	5890	3	82	927 Hazelnut Street	\$ 50.82
487-281-03-00-7	5890	3	81	935 Hazelnut Street	\$ 50.82
487-281-04-00-0	5890	3	80	945 Hazelnut Street	\$ 50.82
487-281-05-00-3	5890	3	79	951 Hazelnut Street	\$ 50.82
487-281-06-00-6	5890	3	78	1001 Hazelnut Street	\$ 50.82
487-281-07-00-9	5890	3	77	1009 Hazelnut Street	\$ 50.82
487-281-08-00-2	5890	3	76	1017 Hazelnut Street	\$ 50.82
487-281-09-00-5	5890	3	75	1025 Hazelnut Street	\$ 50.82
487-281-10-00-7	5890	3	74	1033 Hazelnut Street	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
487-281-11-00-0	5890	3	73	1041 Hazelnut Street	\$ 50.82
487-281-12-00-3	5890	3	72	1101 Hazelnut Street	\$ 50.82
487-281-13-00-6	5890	3	71	1109 Hazelnut Street	\$ 50.82
487-281-14-00-9	5890	3	70	1117 Hazelnut Street	\$ 50.82
487-281-15-00-2	5890	3	69	1131 Hazelnut Street	\$ 50.82
487-281-16-00-5	5890	3	68	1141 Hazelnut Street	\$ 50.82
487-281-17-00-8	5890	3	67	1161 Hazelnut Street	\$ 50.82
487-281-18-00-1	5890	3	66	1201 Hazelnut Street	\$ 50.82
487-281-20-00-6	5890	3	104	1248 Hazelnut Street	\$ 50.82
487-281-21-00-9	5890	3	103	1231 Hazelnut Street	\$ 50.82
487-281-22-00-2	5890	3	102	1224 Hazelnut Street	\$ 50.82
487-281-23-00-5	5890	3	101	1200 Hazelnut Street	\$ 50.82
487-281-24-00-8	5890	3	100	1160 Hazelnut Street	\$ 50.82
487-281-25-00-1	5890	3	99	1140 Hazelnut Street	\$ 50.82
487-282-01-00-8	5890	3	84	920 Hazelnut Street	\$ 50.82
487-282-02-00-1	5890	3	85	928 Hazelnut Street	\$ 50.82
487-282-03-00-4	5890	3	86	936 Hazelnut Street	\$ 50.82
487-282-04-00-7	5890	3	87	944 Hazelnut Street	\$ 50.82
487-282-05-00-0	5890	3	88	952 Hazelnut Street	\$ 50.82
487-282-06-00-3	5890	3	89	1000 Hazelnut Street	\$ 50.82
487-282-07-00-6	5890	3	90	1008 Hazelnut Street	\$ 50.82
487-282-08-00-9	5890	3	91	1016 Hazelnut Street	\$ 50.82
487-282-09-00-2	5890	3	92	1024 Hazelnut Street	\$ 50.82
487-282-10-00-4	5890	3	93	1032 Hazelnut Street	\$ 50.82
487-282-11-00-7	5890	3	94	1040 Hazelnut Street	\$ 50.82
487-282-12-00-0	5890	3	95	1100 Hazelnut Street	\$ 50.82
487-282-13-00-3	5890	3	96	1108 Hazelnut Street	\$ 50.82
487-282-14-00-6	5890	3	97	1116 Hazelnut Street	\$ 50.82
487-282-15-00-9	5890	3	98	1124 Hazelnut Street	\$ 50.82
489-010-24-00-6	0	0	0	1291 Poplar Avenue	\$ 50.82
489-071-01-00-4	5071	A	1	1800 Cherry Tree Way	\$ 50.82
489-071-02-00-7	5071	A	2	1810 Cherry Tree Way	\$ 50.82
489-071-03-00-0	5071	A	3	1822 Cherry Tree Way	\$ 50.82
489-071-04-00-3	5071	A	4	1832 Cherry Tree Way	\$ 50.82
489-071-05-00-6	5071	A	5	1846 Cherry Tree Way	\$ 50.82
489-071-06-00-9	5071	A	6	1900 Cherry Tree Way	\$ 50.82
489-071-07-00-2	5071	A	7	1910 Cherry Tree Way	\$ 50.82
489-071-08-00-5	5071	A	8	1922 Cherry Tree Way	\$ 50.82
489-071-09-00-8	5071	A	9	1932 Cherry Tree Way	\$ 50.82
489-071-10-00-0	5071	A	10	1946 Cherry Tree Way	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-071-11-00-3	5071	A	11	1956 Cherry Tree Way	\$ 50.82
489-071-12-00-6	5071	A	12	1301 Willow Place	\$ 50.82
489-071-13-00-9	5071	A	13	1309 Willow Place	\$ 50.82
489-071-14-00-2	5071	A	14	1315 Willow Place	\$ 50.82
489-071-15-00-5	5071	A	15	1323 Willow Place	\$ 50.82
489-071-16-00-8	5071	A	16	1331 Willow Place	\$ 50.82
489-071-17-00-1	5071	A	17	1339 Willow Place	\$ 50.82
489-071-18-00-4	5071	A	18	1347 Willow Place	\$ 50.82
489-071-19-00-7	5071	A	19	1355 Willow Place	\$ 50.82
489-071-20-00-9	5071	A	20	1363 Willow Place	\$ 50.82
489-071-21-00-2	5071	A	21	1371 Willow Place	\$ 50.82
489-071-22-00-5	5071	A	22	1385 Willow Place	\$ 50.82
489-072-01-00-1	5071	A	39	1700 Juniper Lane	\$ 50.82
489-072-02-00-4	5071	A	40	1710 Juniper Lane	\$ 50.82
489-072-03-00-7	5071	A	41	1722 Juniper Lane	\$ 50.82
489-072-04-00-0	5071	A	42	1732 Juniper Lane	\$ 50.82
489-072-05-00-3	5071	A	43	1746 Juniper Lane	\$ 50.82
489-072-06-00-6	5071	A	44	1800 Juniper Lane	\$ 50.82
489-072-07-00-9	5071	A	45	1810 Juniper Lane	\$ 50.82
489-072-08-00-2	5071	A	46	1822 Juniper Lane	\$ 50.82
489-072-09-00-5	5071	A	47	1832 Juniper Lane	\$ 50.82
489-072-10-00-7	5071	A	48	1846 Juniper Lane	\$ 50.82
489-072-11-00-0	5071	A	49	1900 Juniper Lane	\$ 50.82
489-072-12-00-3	5071	A	50	1910 Juniper Lane	\$ 50.82
489-072-13-00-6	5071	A	51	1922 Juniper Lane	\$ 50.82
489-072-14-00-9	5071	A	52	1932 Juniper Lane	\$ 50.82
489-072-15-00-2	5071	A	53	1946 Juniper Lane	\$ 50.82
489-072-16-00-5	5071	A	54	1956 Juniper Lane	\$ 50.82
489-072-17-00-8	5071	A	55	1955 Cherry Tree Way	\$ 50.82
489-072-18-00-1	5071	A	56	1945 Cherry Tree Way	\$ 50.82
489-072-19-00-4	5071	A	57	1931 Cherry Tree Way	\$ 50.82
489-072-20-00-6	5071	A	58	1921 Cherry Tree Way	\$ 50.82
489-072-21-00-9	5071	A	59	1909 Cherry Tree Way	\$ 50.82
489-072-22-00-2	5071	A	60	1901 Cherry Tree Way	\$ 50.82
489-072-23-00-5	5071	A	61	1845 Cherry Tree Way	\$ 50.82
489-072-24-00-8	5071	A	62	1833 Cherry Tree Way	\$ 50.82
489-072-25-00-1	5071	A	63	1821 Cherry Tree Way	\$ 50.82
489-072-26-00-4	5071	A	64	1809 Cherry Tree Way	\$ 50.82
489-072-27-00-7	5071	A	65	1801 Cherry Tree Way	\$ 50.82
489-072-28-00-0	5071	A	66	1745 Cherry Tree Way	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-072-29-00-3	5071	A	67	1731 Cherry Tree Way	\$ 50.82
489-072-30-00-5	5071	A	68	1721 Cherry Tree Way	\$ 50.82
489-072-31-00-8	5071	A	69	1709 Cherry Tree Way	\$ 50.82
489-072-32-00-1	5071	A	70	1701 Cherry Tree Lane	\$ 50.82
489-073-01-00-8	5071	A	23	1955 Juniper Lane	\$ 50.82
489-073-02-00-1	5071	A	24	1945 Juniper Lane	\$ 50.82
489-073-03-00-4	5071	A	25	1931 Juniper Lane	\$ 50.82
489-073-04-00-7	5071	A	26	1921 Juniper Lane	\$ 50.82
489-073-05-00-0	5071	A	27	1909 Juniper Lane	\$ 50.82
489-073-06-00-3	5071	A	28	1901 Juniper Lane	\$ 50.82
489-073-07-00-6	5071	A	29	1845 Juniper Lane	\$ 50.82
489-073-08-00-9	5071	A	30	1833 Juniper Lane	\$ 50.82
489-073-09-00-2	5071	A	31	1821 Juniper Lane	\$ 50.82
489-073-10-00-4	5071	A	32	1809 Juniper Lane	\$ 50.82
489-073-11-00-7	5071	A	33	1801 Juniper Lane	\$ 50.82
489-073-12-00-0	5071	A	34	1745 Juniper Lane	\$ 50.82
489-073-13-00-3	5071	A	35	1731 Juniper Lane	\$ 50.82
489-073-14-00-6	5071	A	36	1721 Juniper Lane	\$ 50.82
489-073-15-00-9	5071	A	37	1709 Juniper Lane	\$ 50.82
489-073-16-00-2	5071	A	38	1701 Juniper Lane	\$ 50.82
489-161-01-00-0	5653	A	47	1800 Snapdragon Dr.	\$ 50.82
489-161-02-00-3	5653	A	48	1790 Snapdragon Dr.	\$ 50.82
489-161-03-00-6	5653	A	49	1780 Snapdragon Dr.	\$ 50.82
489-161-04-00-9	5653	A	50	1770 Snapdragon Dr.	\$ 50.82
489-161-05-00-2	5653	A	51	1760 Snapdragon Dr.	\$ 50.82
489-161-06-00-5	5653	A	52	1750 Snapdragon Dr.	\$ 50.82
489-161-07-00-8	5653	A	53	1740 Snapdragon Dr.	\$ 50.82
489-161-08-00-1	5653	A	54	1730 Snapdragon Dr.	\$ 50.82
489-161-09-00-4	5653	A	55	1759 Orchid Ln.	\$ 50.82
489-161-10-00-6	5653	A	56	1769 Orchid Ln.	\$ 50.82
489-161-11-00-9	5653	A	57	1779 Orchid Ln.	\$ 50.82
489-161-12-00-2	5653	A	58	1789 Orchid Ln.	\$ 50.82
489-161-13-00-5	5653	A	59	1799 Orchid Ln.	\$ 50.82
489-161-14-00-8	5653	A	60	1811 Orchid Ln.	\$ 50.82
489-161-15-00-1	5653	A	61	1821 Orchid Ln.	\$ 50.82
489-161-16-00-4	5653	A	62	1841 Orchid Ln.	\$ 50.82
489-161-17-00-7	5653	A	63	1820 Orchid Ln.	\$ 50.82
489-161-18-00-0	5653	A	64	1810 Orchid Ln.	\$ 50.82
489-161-19-00-3	5653	A	65	1800 Orchid Ln.	\$ 50.82
489-161-20-00-5	5653	A	66	1790 Orchid Ln.	\$ 50.82



ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-161-21-00-8	5653	A	67	1780 Orchid Ln.	\$ 50.82
489-161-22-00-1	5653	A	68	1770 Orchid Ln.	\$ 50.82
489-161-23-00-4	5653	A	69	1760 Orchid Ln.	\$ 50.82
489-161-24-00-7	5653	A	70	1750 Orchid Ln.	\$ 50.82
489-161-25-00-0	5653	A	71	1740 Orchid Ln.	\$ 50.82
489-161-26-00-3	5653	A	72	1730 Orchid Ln.	\$ 50.82
489-161-27-00-6	5653	A	73	1720 Orchid Ln.	\$ 50.82
489-161-28-00-9	5653	A	74	1710 Orchid Ln.	\$ 50.82
489-161-29-00-2	5653	A	75	1700 Orchid Ln.	\$ 50.82
489-162-01-00-7	5653	A	36	1701 Orchid Ln.	\$ 50.82
489-162-02-00-0	5653	A	37	1711 Orchid Ln.	\$ 50.82
489-162-03-00-3	5653	A	38	1721 Orchid Ln.	\$ 50.82
489-162-04-00-6	5653	A	39	1731 Orchid Ln.	\$ 50.82
489-162-05-00-9	5653	A	40	1741 Orchid Ln.	\$ 50.82
489-162-06-00-2	5653	A	41	1751 Orchid Ln.	\$ 50.82
489-162-07-00-5	5653	A	42	1761 Orchid Ln.	\$ 50.82
489-162-08-00-8	5653	A	43	1771 Orchid Ln.	\$ 50.82
489-162-09-00-1	5653	A	44	1781 Orchid Ln.	\$ 50.82
489-162-10-00-3	5653	A	45	1791 Orchid Ln.	\$ 50.82
489-162-11-00-6	5653	A	46	1801 Orchid Ln.	\$ 50.82
489-171-01-00-3	5821	0	2	1750 Poplar Avenue	\$ 50.82
489-171-02-00-6	5821	0	3	1750 Poplar Avenue	\$ 50.82
489-171-03-00-9	5821	0	4	1750 Poplar Avenue	\$ 50.82
489-171-04-00-2	5821	0	5	1750 Poplar Avenue	\$ 50.82
489-171-05-00-5	5821	0	6	1750 Poplar Avenue	\$ 50.82
489-171-06-00-8	5821	0	7	1750 Poplar Avenue	\$ 50.82
489-171-07-00-1	5821	0	8	1750 Poplar Avenue	\$ 50.82
489-171-08-00-4	5821	0	9	1750 Poplar Avenue	\$ 50.82
489-171-09-00-7	5821	0	10	1750 Poplar Avenue, #10	\$ 50.82
489-171-10-00-9	5821	0	11	1750 Poplar Avenue	\$ 50.82
489-171-11-00-2	5821	0	12	1750 Poplar Avenue	\$ 50.82
489-171-12-00-5	5821	0	13	1750 Poplar Avenue	\$ 50.82
489-171-13-00-8	5821	0	14	1750 Poplar Avenue, #14	\$ 50.82
489-171-14-00-1	5821	0	15	1750 Poplar Avenue	\$ 50.82
489-172-01-00-0	5821	0	16	1750 Poplar Avenue	\$ 50.82
489-172-02-00-3	5821	0	17	1750 Poplar Avenue, #17	\$ 50.82
489-172-03-00-6	5821	0	18	1750 Poplar Avenue	\$ 50.82
489-172-04-00-9	5821	0	19	1750 Poplar Avenue	\$ 50.82
489-172-05-00-2	5821	0	20	1750 Poplar Avenue	\$ 50.82
489-172-06-00-5	5821	0	21	1750 Poplar Avenue	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-172-07-00-8	5821	0	22	1750 Poplar Avenue	\$ 50.82
489-172-08-00-1	5821	0	23	1750 Poplar Avenue	\$ 50.82
489-172-09-00-4	5821	0	24	1750 Poplar Avenue	\$ 50.82
489-172-10-00-6	5821	0	25	1750 Poplar Avenue	\$ 50.82
489-172-11-00-9	5821	0	26	1750 Poplar Avenue	\$ 50.82
489-172-12-00-2	5821	0	27	1750 Poplar Avenue	\$ 50.82
489-172-13-00-5	5821	0	28	1750 Poplar Avenue	\$ 50.82
489-172-14-00-8	5821	0	29	1750 Poplar Avenue	\$ 50.82
489-172-15-00-1	5821	0	30	1750 Poplar Avenue	\$ 50.82
489-172-16-00-4	5821	0	31	1750 Poplar Avenue	\$ 50.82
489-172-17-00-7	5821	0	32	1750 Poplar Avenue	\$ 50.82
489-172-18-00-0	5821	0	33	1750 Poplar Avenue	\$ 50.82
489-172-19-00-3	5821	0	34	1750 Poplar Avenue	\$ 50.82
489-172-20-00-5	5821	0	35	1750 Poplar Avenue	\$ 50.82
489-172-21-00-8	5821	0	36	1750 Poplar Avenue	\$ 50.82
489-172-22-00-1	5821	0	37	1750 Poplar Avenue	\$ 50.82
489-172-23-00-4	5821	0	38	1750 Poplar Avenue	\$ 50.82
489-172-24-00-7	5821	0	39	1750 Poplar Avenue	\$ 50.82
489-172-25-00-0	5821	0	40	1750 Poplar Avenue	\$ 50.82
489-172-26-00-3	5821	0	41	1750 Poplar Avenue	\$ 50.82
489-172-27-00-6	5821	0	42	1750 Poplar Avenue	\$ 50.82
489-172-28-00-9	5821	0	43	1750 Poplar Avenue	\$ 50.82
489-172-29-00-2	5821	0	44	1750 Poplar Avenue	\$ 50.82
489-172-30-00-4	5821	0	45	1750 Poplar Avenue	\$ 50.82
489-172-31-00-7	5821	0	46	1750 Poplar Avenue	\$ 50.82
489-172-32-00-0	5821	0	47	1750 Poplar Avenue	\$ 50.82
489-172-33-00-3	5821	0	48	1750 Poplar Avenue	\$ 50.82
489-172-34-00-6	5821	0	49	1750 Poplar Avenue	\$ 50.82
489-172-35-00-9	5821	0	50	1750 Poplar Avenue	\$ 50.82
489-172-36-00-2	5821	0	51	1750 Poplar Avenue	\$ 50.82
489-173-01-00-7	5821	0	52	1750 Poplar Avenue	\$ 50.82
489-173-02-00-0	5821	0	53	1750 Poplar Avenue	\$ 50.82
489-173-03-00-3	5821	0	54	1750 Poplar Avenue	\$ 50.82
489-173-04-00-6	5821	0	55	1750 Poplar Avenue	\$ 50.82
489-173-05-00-9	5821	0	56	1750 Poplar Avenue	\$ 50.82
489-173-06-00-2	5821	0	57	1750 Poplar Avenue	\$ 50.82
489-173-07-00-5	5821	0	58	1750 Poplar Avenue	\$ 50.82
489-173-08-00-8	5821	0	59	1750 Poplar Avenue	\$ 50.82
489-173-09-00-1	5821	0	60	1750 Poplar Avenue	\$ 50.82
489-173-10-00-3	5821	0	61	1750 Poplar Avenue	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-173-11-00-6	5821	0	62	1750 Poplar Avenue	\$ 50.82
489-173-12-00-9	5821	0	63	1750 Poplar Avenue	\$ 50.82
489-173-13-00-2	5821	0	64	1750 Poplar Avenue	\$ 50.82
489-173-14-00-5	5821	0	65	1750 Poplar Avenue	\$ 50.82
489-173-15-00-8	5821	0	66	1750 Poplar Avenue	\$ 50.82
489-173-16-00-1	5821	0	67	1750 Poplar Avenue	\$ 50.82
489-173-17-00-4	5821	0	68	1750 Poplar Avenue	\$ 50.82
489-173-18-00-7	5821	0	69	1750 Poplar Avenue	\$ 50.82
489-173-19-00-0	5821	0	70	1750 Poplar Avenue	\$ 50.82
489-173-20-00-2	5821	0	71	1750 Poplar Avenue	\$ 50.82
489-173-21-00-5	5821	0	72	1750 Poplar Avenue	\$ 50.82
489-173-22-00-8	5821	0	73	1750 Poplar Avenue	\$ 50.82
489-173-23-00-1	5821	0	74	1750 Poplar Avenue	\$ 50.82
489-173-24-00-4	5821	0	75	1750 Poplar Avenue	\$ 50.82
489-173-25-00-7	5821	0	76	1750 Poplar Avenue	\$ 50.82
489-173-26-00-0	5821	0	77	1750 Poplar Avenue	\$ 50.82
489-173-27-00-3	5821	0	78	1750 Poplar Avenue	\$ 50.82
489-173-28-00-6	5821	0	79	1750 Poplar Avenue	\$ 50.82
489-173-29-00-9	5821	0	80	1750 Poplar Avenue	\$ 50.82
489-173-30-00-1	5821	0	81	1750 Poplar Avenue	\$ 50.82
489-173-31-00-4	5821	0	82	1750 Poplar Avenue	\$ 50.82
489-173-32-00-7	5821	0	83	1750 Poplar Avenue	\$ 50.82
489-174-01-00-4	5821	0	84	1750 Poplar Avenue	\$ 50.82
489-174-02-00-7	5821	0	85	1750 Poplar Avenue	\$ 50.82
489-174-03-00-0	5821	0	86	1750 Poplar Avenue	\$ 50.82
489-174-04-00-3	5821	0	87	1750 Poplar Avenue	\$ 50.82
489-174-05-00-6	5821	0	88	1750 Poplar Avenue	\$ 50.82
489-174-06-00-9	5821	0	89	1750 Poplar Avenue	\$ 50.82
489-174-07-00-2	5821	0	90	1750 Poplar Avenue	\$ 50.82
489-174-08-00-5	5821	0	91	1750 Poplar Avenue	\$ 50.82
489-174-09-00-8	5821	0	92	1750 Poplar Avenue	\$ 50.82
489-174-10-00-0	5821	0	93	1750 Poplar Avenue	\$ 50.82
489-174-11-00-3	5821	0	94	1750 Poplar Avenue	\$ 50.82
489-174-12-00-6	5821	0	95	1750 Poplar Avenue	\$ 50.82
489-174-13-00-9	5821	0	96	1750 Poplar Avenue	\$ 50.82
489-174-14-00-2	5821	0	97	1750 Poplar Avenue	\$ 50.82
489-174-15-00-5	5821	0	98	1750 Poplar Avenue	\$ 50.82
489-174-16-00-8	5821	0	99	1750 Poplar Avenue	\$ 50.82
489-231-01-00-0	5071	B	1	1501 Willow Place	\$ 50.82
489-231-02-00-3	5071	B	2	1525 Willow Place	\$ 50.82

<b>ASSESSOR'S TAX NUMBER</b>	<b>TRACT</b>	<b>PHASE</b>	<b>LOT #</b>	<b>SITE ADDRESS</b>	<b>ANNUAL ASSESSMENT</b>
489-231-03-00-6	5071	B	3	1551 Willow Place	\$ 50.82
489-231-04-00-9	5071	B	4	1575 Willow Place	\$ 50.82
489-231-05-00-2	5071	B	5	1601 Willow Place	\$ 50.82
489-231-06-00-5	5071	B	6	1625 Willow Place	\$ 50.82
489-231-07-00-8	5071	B	7	1651 Willow Place	\$ 50.82
489-231-08-00-1	5071	B	8	1675 Willow Place	\$ 50.82
489-231-09-00-4	5071	B	9	1674 Willow Place	\$ 50.82
489-231-10-00-6	5071	B	10	1650 Willow Place	\$ 50.82
489-231-11-00-9	5071	B	11	1624 Willow Place	\$ 50.82
489-231-12-00-2	5071	B	12	1600 Willow Place	\$ 50.82
489-231-13-00-5	5071	B	13	1574 Willow Place	\$ 50.82
489-231-14-00-8	5071	B	14	1550 Willow Place	\$ 50.82
489-231-15-00-1	5071	B	15	1524 Willow Place	\$ 50.82
489-231-16-00-4	5071	B	16	1500 Willow Place	\$ 50.82
489-231-17-00-7	5071	B	17	1501 Dogwood Court	\$ 50.82
489-231-18-00-0	5071	B	18	1525 Dogwood Court	\$ 50.82
489-231-19-00-3	5071	B	19	1551 Dogwood Court	\$ 50.82
489-231-20-00-5	5071	B	20	1575 Dogwood Court	\$ 50.82
489-231-21-00-8	5071	B	21	1601 Dogwood Court	\$ 50.82
489-231-22-00-1	5071	B	22	1625 Dogwood Court	\$ 50.82
489-231-23-00-4	5071	B	23	1651 Dogwood Court	\$ 50.82
489-231-24-00-7	5071	B	24	1675 Dogwood Court	\$ 50.82
489-231-25-00-0	5071	B	25	1674 Dogwood Court	\$ 50.82
489-231-26-00-3	5071	B	26	1650 Dogwood Court	\$ 50.82
489-231-27-00-6	5071	B	27	1624 Dogwood Court	\$ 50.82
489-231-28-00-9	5071	B	28	1600 Dogwood Court	\$ 50.82
489-231-29-00-2	5071	B	29	1574 Dogwood Court	\$ 50.82
489-231-30-00-4	5071	B	30	1550 Dogwood Court	\$ 50.82
489-231-31-00-7	5071	B	31	1524 Dogwood Court	\$ 50.82
489-231-32-00-0	5071	B	32	1500 Dogwood Court	\$ 50.82
489-232-01-00-7	5071	B	33	1900 Sequoia Drive	\$ 50.82
489-232-02-00-0	5071	B	34	1910 Sequoia Drive	\$ 50.82
489-232-03-00-3	5071	B	35	1920 Sequoia Drive	\$ 50.82
489-232-04-00-6	5071	B	36	1930 Sequoia Drive	\$ 50.82
489-232-05-00-9	5071	B	37	1940 Sequoia Drive	\$ 50.82
489-232-06-00-2	5071	B	38	1950 Sequoia Drive	\$ 50.82
489-241-01-00-3	5071	C	1	1700 Sequoia Drive	\$ 50.82
489-241-02-00-6	5071	C	2	1710 Sequoia Drive	\$ 50.82
489-241-03-00-9	5071	C	3	1720 Sequoia Drive	\$ 50.82
489-241-04-00-2	5071	C	4	1730 Sequoia Drive	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-241-05-00-5	5071	C	5	1740 Sequoia Drive	\$ 50.82
489-241-06-00-8	5071	C	6	1800 Sequoia Drive	\$ 50.82
489-241-07-00-1	5071	C	7	1810 Sequoia Drive	\$ 50.82
489-241-08-00-4	5071	C	8	1820 Sequoia Drive	\$ 50.82
489-241-09-00-7	5071	C	9	1830 Sequoia Drive	\$ 50.82
489-241-10-00-9	5071	C	10	1840 Sequoia Drive	\$ 50.82
489-242-01-00-0	5071	C	11	1501 Peach Tree Court	\$ 50.82
489-242-02-00-3	5071	C	12	1525 Peach Tree Court	\$ 50.82
489-242-03-00-6	5071	C	13	1551 Peach Tree Court	\$ 50.82
489-242-04-00-9	5071	C	14	1575 Peach Tree Court	\$ 50.82
489-242-05-00-2	5071	C	15	1601 Peach Tree Court	\$ 50.82
489-242-06-00-5	5071	C	16	1625 Peach Tree Court	\$ 50.82
489-242-07-00-8	5071	C	17	1651 Peach Tree Court	\$ 50.82
489-242-08-00-1	5071	C	18	1675 Peach Tree Court	\$ 50.82
489-242-09-00-4	5071	C	19	1674 Peach Tree Court	\$ 50.82
489-242-10-00-6	5071	C	20	1650 Peach Tree Court	\$ 50.82
489-242-11-00-9	5071	C	21	1624 Peach Tree Court	\$ 50.82
489-242-12-00-2	5071	C	22	1600 Peach Tree Court	\$ 50.82
489-242-13-00-5	5071	C	23	1576 Peach Tree Court	\$ 50.82
489-242-14-00-8	5071	C	24	1550 Peach Tree Court	\$ 50.82
489-242-15-00-1	5071	C	25	1524 Peach Tree Court	\$ 50.82
489-242-16-00-4	5071	C	26	1500 Peach Tree Court	\$ 50.82
489-242-17-00-7	5071	C	27	1501 Olive Court	\$ 50.82
489-242-18-00-0	5071	C	28	1525 Olive Court	\$ 50.82
489-242-19-00-3	5071	C	29	1551 Olive Court	\$ 50.82
489-242-20-00-5	5071	C	30	1575 Olive Court	\$ 50.82
489-242-21-00-8	5071	C	31	1601 Olive Court	\$ 50.82
489-242-22-00-1	5071	C	32	1625 Olive Court	\$ 50.82
489-242-23-00-4	5071	C	33	1651 Olive Court	\$ 50.82
489-242-24-00-7	5071	C	34	1675 Olive Court	\$ 50.82
489-242-25-00-0	5071	C	35	1698 Olive Court	\$ 50.82
489-242-26-00-3	5071	C	36	1674 Olive Court	\$ 50.82
489-242-28-00-9	5071	C	38	1624 Olive Court	\$ 50.82
489-242-29-00-2	5071	C	39	1600 Olive Court	\$ 50.82
489-242-30-00-4	5071	C	40	1574 Olive Court	\$ 50.82
489-242-31-00-7	5071	C	41	1550 Olive Court	\$ 50.82
489-242-32-00-0	5071	C	42	1524 Olive Court	\$ 50.82
489-242-33-00-3	5071	C	43	1500 Olive Court	\$ 50.82
489-251-01-00-6	6308	0	1	1807 Griffith Ave.	\$ 50.82
489-251-02-00-9	6308	0	2	1817 Griffith Ave.	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-251-03-00-2	6308	0	3	1827 Griffith Ave.	\$ 50.82
489-251-04-00-5	6308	0	4	1837 Griffith Ave.	\$ 50.82
489-251-05-00-8	6308	0	5	1847 Griffith Ave.	\$ 50.82
489-251-06-00-1	6308	0	6	1857 Griffith Ave.	\$ 50.82
489-251-07-00-4	6308	0	7	1867 Griffith Ave.	\$ 50.82
489-251-08-00-7	6308	0	8	1877 Griffith Ave.	\$ 50.82
489-251-09-00-0	6308	0	9	1887 Griffith Ave.	\$ 50.82
489-251-10-00-2	6308	0	10	1897 Griffith Ave.	\$ 50.82
489-251-11-00-5	6308	0	11	1907 Griffith Ave.	\$ 50.82
489-251-12-00-8	6308	0	12	1917 Griffith Ave.	\$ 50.82
489-251-13-00-1	6308	0	13	1927 Griffith Ave.	\$ 50.82
489-251-14-00-4	6308	0	26	1920 Greenbrier Ct.	\$ 50.82
489-251-15-00-7	6308	0	27	1910 Greenbrier Ct.	\$ 50.82
489-251-16-00-0	6308	0	28	1900 Greenbrier Ct.	\$ 50.82
489-251-17-00-3	6308	0	29	1890 Greenbrier Ct.	\$ 50.82
489-251-18-00-6	6308	0	30	1880 Greenbrier Ct.	\$ 50.82
489-251-19-00-9	6308	0	31	1870 Greenbrier Ct.	\$ 50.82
489-251-20-00-1	6308	0	32	1860 Greenbrier Ct.	\$ 50.82
489-251-21-00-4	6308	0	33	1850 Greenbrier Ct.	\$ 50.82
489-251-22-00-7	6308	0	34	1840 Greenbrier Ct.	\$ 50.82
489-251-23-00-0	6308	0	35	1830 Greenbrier Ct.	\$ 50.82
489-251-24-00-3	6308	0	36	1820 Greenbrier Ct.	\$ 50.82
489-251-25-00-6	6308	0	37	1810 Greenbrier Ct.	\$ 50.82
489-251-26-00-9	6308	0	38	1800 Greenbrier Ct.	\$ 50.82
489-252-01-00-3	6308	0	19	1987 Griffith Ave.	\$ 50.82
489-252-02-00-6	6308	0	18	1977 Griffith Ave.	\$ 50.82
489-252-03-00-9	6308	0	17	1967 Griffith Ave.	\$ 50.82
489-252-04-00-2	6308	0	16	1957 Griffith Ave.	\$ 50.82
489-252-05-00-5	6308	0	15	1947 Griffith Ave.	\$ 50.82
489-252-06-00-8	6308	0	14	1937 Griffith Ave.	\$ 50.82
489-252-07-00-1	6308	0	25	1930 Greenbrier Ct.	\$ 50.82
489-252-08-00-4	6308	0	24	1940 Greenbrier Ct.	\$ 50.82
489-252-09-00-7	6308	0	23	1950 Greenbrier Ct.	\$ 50.82
489-252-10-00-9	6308	0	22	1960 Greenbrier Ct.	\$ 50.82
489-252-11-00-2	6308	0	21	1970 Greenbrier Ct.	\$ 50.82
489-252-12-00-5	6308	0	20	1980 Greenbrier Ct.	\$ 50.82
489-252-13-00-8	6308	0	57	1987 Greenbrier Ct.	\$ 50.82
489-252-14-00-1	6308	0	56	1977 Greenbrier Ct.	\$ 50.82
489-252-15-00-4	6308	0	55	1967 Greenbrier Ct.	\$ 50.82
489-252-16-00-7	6308	0	54	1957 Greenbrier Ct.	\$ 50.82

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-252-17-00-0	6308	0	53	1947 Greenbrier Ct.	\$ 50.82
489-252-18-00-3	6308	0	52	1937 Greenbrier Ct.	\$ 50.82
489-252-19-00-6	6308	0	51	1927 Greenbrier Ct.	\$ 50.82
489-252-20-00-8	6308	0	50	1917 Greenbrier Ct.	\$ 50.82
489-252-21-00-1	6308	0	49	1907 Greenbrier Ct.	\$ 50.82
489-252-22-00-4	6308	0	48	1897 Greenbrier Ct.	\$ 50.82
489-252-23-00-7	6308	0	47	1887 Greenbrier Ct.	\$ 50.82
489-252-24-00-0	6308	0	46	1877 Greenbrier Ct.	\$ 50.82
489-252-25-00-3	6308	0	69	1870 Shamrock Ct.	\$ 50.82
489-252-26-00-6	6308	0	68	1880 Shamrock Ct.	\$ 50.78
489-252-27-00-9	6308	0	67	1890 Shamrock Ct.	\$ 50.82
489-252-28-00-2	6308	0	66	1900 Shamrock Ct.	\$ 50.82
489-252-29-00-5	6308	0	65	1910 Shamrock Ct.	\$ 50.82
489-252-30-00-7	6308	0	64	1920 Shamrock Ct.	\$ 50.82
489-252-31-00-0	6308	0	63	1930 Shamrock Ct.	\$ 50.82
489-252-32-00-3	6308	0	62	1940 Shamrock Ct.	\$ 50.82
489-252-33-00-6	6308	0	61	1950 Shamrock Ct.	\$ 50.82
489-252-34-00-9	6308	0	60	1960 Shamrock Ct.	\$ 50.82
489-252-35-00-2	6308	0	59	1970 Shamrock Ct.	\$ 50.82
489-252-36-00-5	6308	0	58	1980 Shamrock Ct.	\$ 50.82
489-252-37-00-8	6308	0	98	1997 Shamrock Ct.	\$ 50.82
489-252-38-00-1	6308	0	97	1987 Shamrock Ct.	\$ 50.82
489-252-39-00-4	6308	0	96	1977 Shamrock Ct.	\$ 50.82
489-252-40-00-6	6308	0	95	1967 Shamrock Ct.	\$ 50.82
489-252-41-00-9	6308	0	94	1957 Shamrock Ct.	\$ 50.82
489-252-42-00-2	6308	0	93	1947 Shamrock Ct.	\$ 50.82
489-252-43-00-5	6308	0	92	1937 Shamrock Ct.	\$ 50.82
489-252-44-00-8	6308	0	91	1927 Shamrock Ct.	\$ 50.82
489-252-45-00-1	6308	0	90	1917 Shamrock Ct.	\$ 50.82
489-252-46-00-4	6308	0	89	1907 Shamrock Ct.	\$ 50.82
489-252-47-00-7	6308	0	88	1897 Shamrock Ct.	\$ 50.82
489-252-48-00-0	6308	0	87	1887 Shamrock Ct.	\$ 50.82
489-252-49-00-3	6308	0	86	1881 Shamrock Ct.	\$ 50.82
489-252-50-00-5	6308	0	85	1877 Shamrock Ct.	\$ 50.82
489-252-51-00-8	6308	0	84	1871 Shamrock Ct.	\$ 50.82
489-252-52-00-1	6308	0	83	1867 Shamrock Ct.	\$ 50.82
489-252-53-00-4	6308	0	82	1857 Shamrock Ct.	\$ 50.82
489-252-54-00-7	6308	0	81	1847 Shamrock Ct.	\$ 50.82
489-252-55-00-0	6308	0	80	1837 Shamrock Ct.	\$ 50.82
489-252-56-00-3	6308	0	79	1827 Shamrock Ct.	\$ 50.82

<b>ASSESSOR'S TAX NUMBER</b>	<b>TRACT</b>	<b>PHASE</b>	<b>LOT #</b>	<b>SITE ADDRESS</b>	<b>ANNUAL ASSESSMENT</b>
489-252-57-00-6	6308	0	78	1817 Shamrock Ct.	\$ 50.82
489-252-58-00-9	6308	0	77	1807 Shamrock Ct.	\$ 50.82
489-253-01-00-0	6308	0	45	1867 Greenbrier Ct.	\$ 50.82
489-253-02-00-3	6308	0	44	1857 Greenbrier Ct.	\$ 50.82
489-253-03-00-6	6308	0	43	1847 Greenbrier Ct.	\$ 50.82
489-253-04-00-9	6308	0	42	1837 Greenbrier Ct.	\$ 50.82
489-253-05-00-2	6308	0	41	1827 Greenbrier Ct.	\$ 50.82
489-253-06-00-5	6308	0	40	1817 Greenbrier Ct.	\$ 50.82
489-253-07-00-8	6308	0	39	1807 Greenbrier Ct.	\$ 50.82
489-253-08-00-1	6308	0	76	1800 Shamrock Ct.	\$ 50.82
489-253-09-00-4	6308	0	75	1810 Shamrock Ct.	\$ 50.82
489-253-10-00-6	6308	0	74	1820 Shamrock Ct.	\$ 50.82
489-253-11-00-9	6308	0	73	1830 Shamrock Ct.	\$ 50.82
489-253-12-00-2	6308	0	72	1840 Shamrock Ct.	\$ 50.82
489-253-13-00-5	6308	0	71	1850 Shamrock Ct.	\$ 50.82
489-253-14-00-8	6308	0	70	1860 Shamrock Ct.	\$ 50.82



**BENEFIT ZONE TWO**

<b>ASSESSOR'S TAX NUMBER</b>	<b>TRACT</b>	<b>PHASE</b>	<b>LOT #</b>	<b>SITE ADDRESS</b>	<b>ANNUAL ASSESSMENT</b>
487-050-62-00-4	Parcel Split formerly APN 487-050-48,			portion of Parcel Map 9572	\$ 26.44
487-050-63-00-7	Parcel Split formerly APN 487-050-48,			portion of Parcel Map 9572	\$ 26.44
487-380-01-00-3	6451		69	Valley Rose Parkway	\$ 26.44
487-380-02-00-6	6451		A	Valley Rose Parkway	\$ 26.44
487-391-01-00-3	6451		1	5604 St. Andrews Crescent	\$ 26.44
487-391-02-00-6	6451		2	5614 St. Andrews Crescent	\$ 26.44
487-391-03-00-9	6451		3	5624 St. Andrews Crescent	\$ 26.44
487-391-04-00-2	6451		4	5634 St. Andrews Crescent	\$ 26.44
487-391-05-00-5	6451		5	5644 St. Andrews Crescent	\$ 26.44
487-391-06-00-8	6451		6	5654 St. Andrews Crescent	\$ 26.44
487-391-07-00-1	6451		7	5664 St. Andrews Crescent	\$ 26.44
487-391-08-00-4	6451		8	5674 St. Andrews Crescent	\$ 26.44
487-392-01-00-0	6451		9	441 Olympic Court	\$ 26.44
487-392-02-00-3	6451		10	431 Olympic Court	\$ 26.44
487-392-03-00-6	6451		11	421 Olympic Court	\$ 26.44
487-392-04-00-9	6451		12	411 Olympic Court	\$ 26.44
487-392-05-00-2	6451		13	401 Olympic Court	\$ 26.44
487-392-06-00-5	6451		14	5651 Olympic Court	\$ 26.44
487-392-07-00-8	6451		15	5641 Olympic Court	\$ 26.44
487-392-08-00-1	6451		16	5631 Olympic Court	\$ 26.44
487-392-09-00-4	6451		17	5621 Olympic Court	\$ 26.44
487-392-10-00-6	6451		18	5611 Olympic Court	\$ 26.44
487-392-11-00-9	6451		19	5601 Olympic Court	\$ 26.44
487-392-12-00-2	6451		20	5600 Olympic Court	\$ 26.44
487-392-13-00-5	6451		21	5610 Olympic Court	\$ 26.44
487-392-14-00-8	6451		22	5620 Olympic Court	\$ 26.44
487-392-15-00-1	6451		23	5630 Olympic Court	\$ 26.44
487-392-16-00-4	6451		24	5640 Olympic Court	\$ 26.44
487-392-17-00-7	6451		25	5645 St. Andrews Crescent	\$ 26.44
487-392-18-00-0	6451		26	5635 St. Andrews Crescent	\$ 26.44
487-392-19-00-3	6451		27	5625 St. Andrews Crescent	\$ 26.44
487-392-20-00-5	6451		28	5615 St. Andrews Crescent	\$ 26.44
487-392-21-00-8	6451		29	5605 St. Andrews Crescent	\$ 26.44
487-393-01-00-7	6451		30	5574 St. Andrews Crescent	\$ 26.44
487-393-02-00-0	6451		31	5564 St. Andrews Crescent	\$ 26.44
487-393-03-00-3	6451		32	5554 St. Andrews Crescent	\$ 26.44
487-393-04-00-6	6451		33	5544 St. Andrews Crescent	\$ 26.44
487-393-05-00-9	6451		34	5534 St. Andrews Crescent	\$ 26.44
487-393-06-00-2	6451		35	5524 St. Andrews Crescent	\$ 26.44
487-393-07-00-5	6451		36	5514 St. Andrews Crescent	\$ 26.44

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
487-393-08-00-8	6451		37	5504 St. Andrews Crescent	\$ 26.44
487-394-01-00-4	6451		38	510 Pebble Beach Way	\$ 26.44
487-394-02-00-7	6451		39	500 Pebble Beach Way	\$ 26.44
487-394-03-00-0	6451		40	470 Pebble Beach Way	\$ 26.44
487-394-04-00-3	6451		41	460 Pebble Beach Way	\$ 26.44
487-394-05-00-6	6451		42	450 Pebble Beach Way	\$ 26.44
487-394-06-00-9	6451		43	440 Pebble Beach Way	\$ 26.44
487-394-07-00-2	6451		44	430 Pebble Beach Way	\$ 26.44
487-394-08-00-5	6451		45	420 Pebble Beach Way	\$ 26.44
487-394-09-00-8	6451		46	410 Pebble Beach Way	\$ 26.44
487-394-10-00-0	6451		47	400 Pebble Beach Way	\$ 26.44
487-394-11-00-3	6451		48	401 Pebble Beach Way	\$ 26.44
487-394-12-00-6	6451		49	411 Pebble Beach Way	\$ 26.44
487-394-13-00-9	6451		50	421 Pebble Beach Way	\$ 26.44
487-394-14-00-2	6451		51	5511 Sawgrass Court	\$ 26.44
487-394-15-00-5	6451		52	5521 Sawgrass Court	\$ 26.44
487-394-16-00-8	6451		53	5531 Sawgrass Court	\$ 26.44
487-394-17-00-1	6451		54	5541 Sawgrass Court	\$ 26.44
487-394-18-00-4	6451		55	5550 Sawgrass Court	\$ 26.44
487-394-19-00-7	6451		56	5540 Sawgrass Court	\$ 26.44
487-394-20-00-9	6451		57	5530 Sawgrass Court	\$ 26.44
487-394-21-00-2	6451		58	5520 Sawgrass Court	\$ 26.44
487-394-22-00-5	6451		59	5510 Sawgrass Court	\$ 26.44
487-394-23-00-8	6451		60	5500 Sawgrass Court	\$ 26.44
487-394-24-00-1	6451		61	5505 St. Andrews Crescent	\$ 26.44
487-394-25-00-4	6451		62	5515 St. Andrews Crescent	\$ 26.44
487-394-26-00-7	6451		63	5525 St. Andrews Crescent	\$ 26.44
487-394-27-00-0	6451		64	5535 St. Andrews Crescent	\$ 26.44
487-394-28-00-3	6451		65	5545 St. Andrews Crescent	\$ 26.44
487-394-29-00-6	6451		66	5555 St. Andrews Crescent	\$ 26.44
487-394-30-00-8	6451		67	5565 St. Andrews Crescent	\$ 26.44
487-394-31-00-1	6451		68	5595 St. Andrews Crescent	\$ 26.44

## EXHIBIT "D" METHOD OF APPORTIONMENT

### WASCO MAINTENANCE DISTRICT NO 1.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The improvements described in Exhibit "A" are provided for the benefit of each lot or parcel in the Maintenance District. Each lot or parcel is deemed to benefit proportionally within its zone of benefit in accordance with land use and therefore will bear its proportionate share of costs.

The landscaping and appurtenant facilities to be operated, serviced and maintained by the Maintenance District have been or shall be installed and constructed in accordance with the City's General Plan and Ordinances. The landscaping facilities have been or will be installed and constructed by the property owner/developer/applicant at the time of development and/or retrofitted by the City consistent with the above regulations. The operation, maintenance and servicing of the landscaping and appurtenant facilities is the responsibility of the Maintenance District.

For purposes of apportioning the assessment, the Maintenance District #1 is divided into two (2) benefit zones. These zones, labeled Benefit Zone No. 1 and Benefit Zone No. 2, are described as follows:

#### **Benefit Zone No. 1**

Benefit Zone No. 1 includes designated lots or parcels within the city limits of Wasco, located east of Magnolia Avenue. Assessment will be levied against lots or parcels within Benefit Zone No. 1 for the installation (where designated), operation, maintenance and servicing of landscaping, walls, lighting and appurtenant facilities which provide public benefit to those designated lots or parcels.

#### **Benefit Zone No. 2**

Benefit Zone No. 2 includes designated lots or parcels within the city limits of Wasco, located west of Magnolia Avenue. Assessments will be levied against lots or parcels within Benefit Zone No. 2 for the operation, maintenance and servicing of landscaping, walls, lighting, and appurtenant facilities, which provide public benefit to those designated, lots or parcels.

#### **Explanation of Benefits Received by Both Benefit Zones**

The installation, maintenance, operation, and servicing of such landscaping and appurtenant facilities located in close proximity to certain lots or parcels provide a special benefit which is received by such lots or parcels, tending to enhance their value for the following reasons:

The existence of property-maintained landscaping improves the attractiveness and enhances the environmental quality of such lots or parcels and makes such lots or parcels more desirable for residential or nonresidential uses. The benefit from these improvements accrues to each lot or parcel within the Maintenance District and in turn enhances the value of such lots or parcels in proportion with the approved land use.

### Land Uses

For the purpose of apportionment, the land uses have been normalized in the following categories:

Single Family Residential	SFR
Multi-Family Residential	MFR
Mobile Home Park	MHP
Commercial	CML
Exempt	EXM
Undeveloped	UND

These normalized land uses are further detailed below:

**Single Family Residential (SFR):** The SFR user class has been designated as one (1) equivalent dwelling unit (EDU). All other classes bear a proportional relationship to this equivalent unit. For the purpose of these proceedings, the SFR includes the following typical land uses:

R-1 Lots, Duplexes (1 EDU/UNIT), Individual Mobile or Factory built homes on R-1 Lots, or SFR authorized lots condominiums and townhomes, modular homes, and similar type of construction. Condominiums and townhomes are defined as an SFR unit, if each condominium/townhome is constructed on a separate lot and/or if they comply with the definitions of condominiums as specified in the Civil Code of the State of California, Section 1351.

**Multi-Family Residential (MFR):** The multi-family residential user class includes the following land uses:

Parcels Zoned R-3 and above, planned unit developments and apartment dwelling construction. MFR dwelling units are smaller and occupy substantially less land per unit than SFR dwellings. Therefore, they will not accrue the same benefit per dwelling unit as a SFR unit.

Benefit assigned to MFR units is 0.80 EDU based upon the ratio of number of occupants per MFR unit to number of occupants per SFR units derived from 1990 Kern County Census data. This ratio is 2.51 to 3.12.

**Mobile Home Park (MHP):** For reasons described above and based upon 1990 Kern County Census data, the benefit assigned to MHP units is 0.75 EDU.

**Commercial Land Use (CML):** Six (6) equivalent dwelling units are assigned to every acre of CML property. This assignment corresponds to current practice for 1972 Landscaping and Lighting Act Districts in Kern County communities and is based upon the principal that any typical commercial development, if developed as residential would derive proportional benefits as described. This apportionment is also based on the concept of the highest and best equivalent utilization of approved land uses.

**Exempt Classes (ECM):** Exempt from assessment are all governmentally owned parcels, right-of-ways, and such public utilities parcels that have not specifically been included in the Resolution of Intention to form the District.

**Undeveloped (UND):** Undeveloped parcels and lots are those which have not been developed with required public frontage improvements and infrastructure needed to support the land use designated for that parcel or lot. Examples of undeveloped parcels or lots include land which is still being farmed, land within an approved subdivision or parcel map where the required public improvements have not been constructed or a mobile home park without the infrastructure needed to support mobile homes. An undeveloped lot within a fully improved subdivision by this definition does not qualify as an underdeveloped parcel or lot. Undeveloped parcels and lots within the boundaries of City of Wasco Maintenance District No. 1 shall receive a zero (0) assessment.

### **Apportionment Formula**

The total assessment for the Maintenance District will be proportionally divided between Zones 1 and 2 based upon the character and quantity of designated improvements to be installed, maintained, or serviced within each zone. Within each zone of benefit, the cost per EDU will be calculated. For purposes of this apportionment formula, this cost will be designated as the "Zone Benefit Factor" (ZBF), (i.e. the  $ZBF = \text{cost}/\text{EDU}$  within a given zone). The assessment will then be apportioned in accordance with the following formula:  $\text{Assessment} = (ZBF) * (\text{EDU}, \text{Land Use})$

### **Summary of Equivalent Dwelling Unit Assignment Criteria**

Single Family Residential	1.00 EDU
Multi-Family Residential	0.80 EDU
Mobile Home Park	0.75 EDU
Commercial	6.00 EDU
Exempt	0.00 EDU
Undeveloped	0.00 EDU

## **PROPOSITION 218 BENEFIT ANALYSIS**

### **Special Benefit**

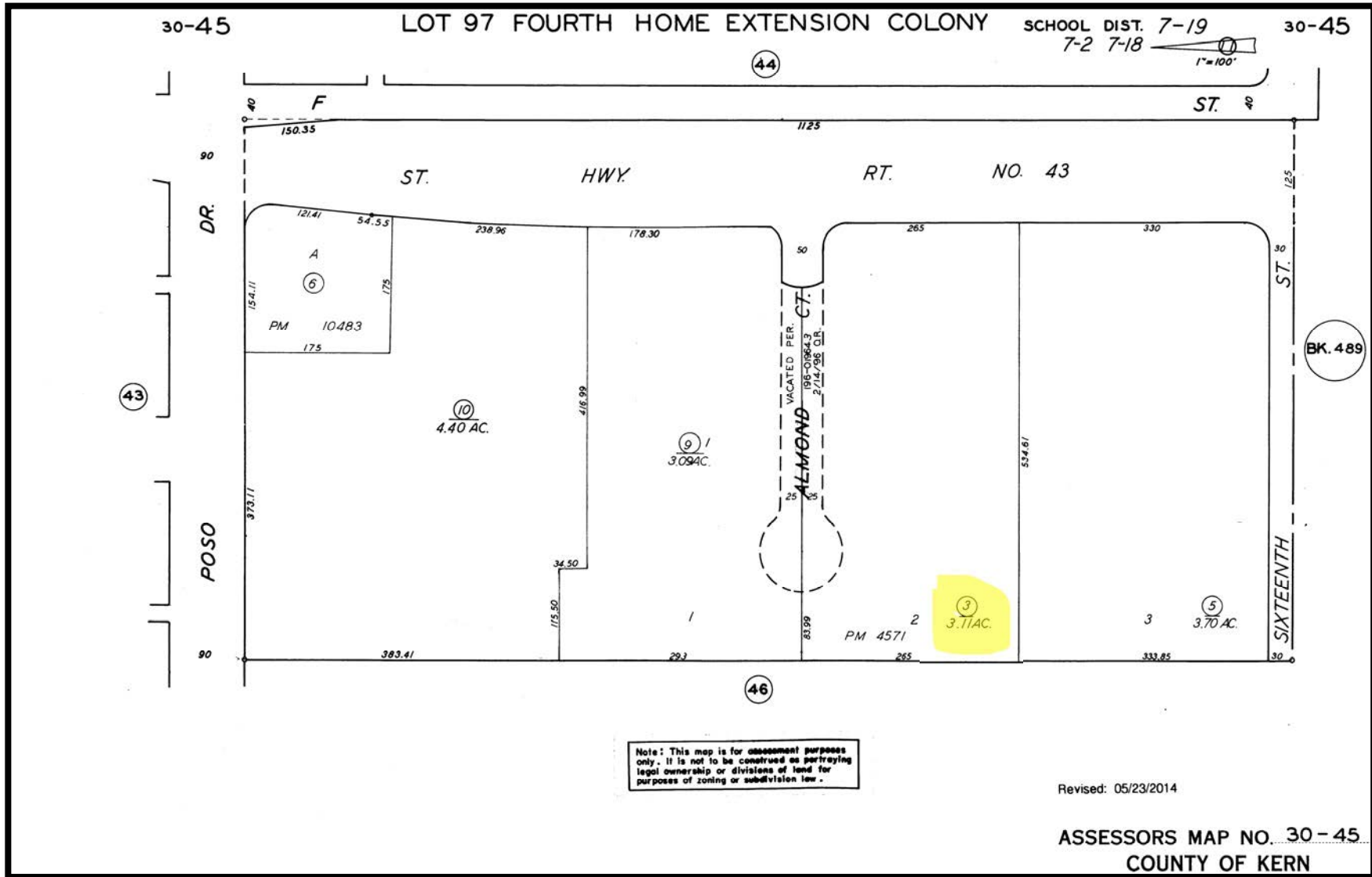
The continuing maintenance of landscaped areas in the District provides direct benefits to the properties within each respective Tract and provides a more pleasant environment to live, drive, walk, and work. The main function of these landscape improvements and related elements is to serve as a visually pleasing enhancement for the benefit of the adjoining developments for which the upgrades were constructed. These landscape improvements are an essential part of the physical environment of parcels in the district, and if not properly maintained these parcels would be aesthetically affected. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties located in a district.

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Tract

### **General Benefit**

There is no general benefit provided by the maintenance of the improvements provided in the MD #1. All expenses used to calculate the MD #1 assessment support the provision of a specific benefit to the parcels paying the assessment and no expenses included provide a general benefit to properties outside the assessment district.

# EXHIBIT "E" TRACT DIAGRAMS





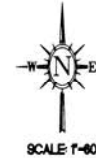
THE BEARING OF N89°58'08"W AS SHOWN A MONUMENTED LINE IN MARGALO STREET PER TRACT MAP NO. 3877 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CITY OF NASCO, COUNTY OF KERN, STATE OF CALIFORNIA WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

- ① 25 FOOT EASEMENT FOR WATER PIPELINES PER BOOK 2806, PAGE 435, O.R.
- ② 10 FOOT IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF WASCO PER PARCEL MAP No. 10507 BOOK 48, OF PARCEL MAPS AT PAGE 125, O.R.
- ③ EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE OF PIPELINES PER BOOK 5077, PAGE 203 O.R.
- ④ TEMPORARY WATER LINE, SEWER LINE AND DRAINAGE EASEMENT PER DOCUMENT No. \_\_\_\_\_ O.R.
- ⑤ 12' PUBLIC UTILITY EASEMENT PER PARCEL MAP 10507 BOOK 48 OF PARCEL MAPS AT PAGE 125 O.R.

AN EASEMENT FOR ROADS, HIGHWAYS, TELEGRAPH LINE AND RAILROADS, IN FAVOR OF KERN COUNTY LAND CO. PER BOOK 27, PAGE 280 O.R. CAN NOT BE PLOTTED FROM RECORD INFORMATION.

- (X) RECORD AND MEASURED PER PARCEL MAP NO. 10507, BOOK 49, OF PARCEL MAPS AT PAGE 125, O.R.
- << RECORD & MEASURED PER TRACT MAP NO. 3877 RECORDED IN BOOK 27 OF PARCEL MAPS AT PAGE 196, O.R.
- < RECORD PER TRACT MAP NO. 3877 RECORDED IN BOOK 27 OF MAPS AT PAGE 196, O.R.
- ( RECORD PER PARCEL MAP NO. 3211 RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 34.
- ( RECORD PER PARCEL MAP NO. 9865 RECORDED IN BOOK 48 OF PARCEL MAPS AT PAGE 34.
- FOUND MONUMENT AS DESCRIBED.
- FOUND 2" I.P. WITH BRASS TAG R.C.E. 9323 PER PARCEL MAP NO. 10507 BOOK 49, OF PARCEL MAPS AT PAGE 125, O.R.
- △ SET 2" I.P. WITH BRASS TAG R.C.E. 9323.
- △ SET CONCRETE MONUMENT WITH BRASS CAP R.C.E. 9323 IN LAMPHOLE.
- △ SET 1/2" REBAR WITH PLASTIC CAP R.C.E. 9323.

FILED THIS 5TH DAY OF JUNE 1998 AT DE M. IN  
BOOK 44 OF PARCEL MAPS AT PAGE 30 AT THE REQUEST OF  
GEORGE J. LUSICH.  
JAMES W. MAPLES  
ASSISTANT RECORDER  
COUNTY OF KERN  
BY: Shirley J. Slacey  
DEPUTY  
RECORDER



CONSISTING OF 2 SHEETS IN THE CITY OF WASCO  
BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 10507 IN THE  
CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA, PER MAP  
FILED IN BOOK 49 OF PARCEL MAPS AT PAGE 125,  
IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY, BEING A  
PORTION OF SEC. 1, T. 27 S., R. 24 E., M.D.M.

23 LOTS

FOUND CONCRETE MONUMENT W/BRASS  
CAP LS. 4717 IN LAMP HOLE, PER PARCEL  
MAP NO. 9865, FOR N.E. CORNER OF THE  
SECTION 1 27/24.

((1320.56"))  
(1320.42")

((S 00°17'47" W)) <N 00°17'47" E>>  
((1346.51')) <1346.23>

2000

FOUND CONC. MON'T.  
W/BRASS CAP R.C.E.  
17169 IN LAMP HOLE.  
PER TRACT MAP NO.  
3877.

ALONG MARGALO STREET, SET BRASS TAG  
R.C.E. 9323 WITH CONCRETE NAIL IN TOP OF  
CURB AT EXTENSION OF LOT LINES, SOUTHERLY,  
FOR LOT MONUMENTATION.

LINE	DIRECTION	DISTANCE
L1	N 45°09'30" E	28.36'
L2	S 44°58'08" E	28.28'
L3	N 45°00'52" E	28.28'

THE OWNER'S STATEMENT ALONG WITH ADDITIONAL INFORMATION, DESCRIBING CONDITIONS REGARDING THIS MAP AS OF THE DATE OF FILING, WHICH DOES NOT AFFECT RECORD TITLE INTEREST, IS SHOWN ON SHEET 1.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

FOUND CONC. MON'T. W/BRASS  
CAP R.C.E. 17160 IN LAMP HOLE.  
PER TRACT MAP NO. 3877. —

SHEET 2 OF 2

#198-074845

11-1A TR 5890-1 M-1

30

**BASIS OF BEARING**  
THE BEARING OF N89°59'08"W AS SHOWN A MONUMENTED LINE IN MARGALO STREET PER TRACT MAP NO. 5877 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CITY OF WASCOS, COUNTY OF KERN, STATE OF CALIFORNIA WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

- EASEMENT LEGEND**
- 25 FOOT EASEMENT FOR WATER PIPES PER BOOK 2606, PAGE 435, O.R.
  - 10 FOOT IRREVOCABLE EJECT OF DEDICATION TO THE CITY OF WASCOS PER PARCEL MAP NO. 10507, BOOK 47, OF PARCEL MAPS AT PAGE 125, O.R.
  - 17' PUBLIC UTILITY EASEMENT PER PARCEL MAP 10507 BOOK 48 OF PARCEL MAPS AT PAGE 125 O.R.

**FRONT LOT CORNER MONUMENTATION NOTE**  
ALONG PECAN STREET, SET 1 BRASS TAG R.C.E. 9323 WITH CONCRETE NAIL IN TOP OF CURB AT EXTENSION OF LOT LINES FOR LOT MONUMENTATION.

**BOUNDARY LEGEND**

- 1) RECORD AND MEASURED PER PARCEL MAP NO. 10507 BOOK 48 OF PARCEL MAPS AT PAGE 125, O.R.
- 2) RECORD AND MEASURED PER TRACT MAP NO. 3877 RECORDED IN BOOK 27 OF MAPS AT PAGE 106 O.R.
- 3) RECORD PER TRACT MAP NO. 3877 RECORDED IN BOOK 27 OF MAPS AT PAGE 106 O.R.
- 4) RECORD PER PARCEL MAP NO. 10511 RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 34.
- 5) RECORD PER PARCEL MAP NO. 10505 RECORDED IN BOOK 48 OF PARCEL MAPS.
- 6) RECORD AND MEASURED TRACT MAP NO. 5890 PHASE 1 RECORDED IN BOOK 44 OF MAPS AT PAGE 29 O.R.
- 7) FOUND MONUMENT AS DESCRIBED
- 8) FOUND 2" I.P. WITH BRASS TAG R.C.E. 9323 PER PARCEL MAP NO. 10507 BOOK 48 OF PARCEL MAPS AT PAGE 125, O.R.
- 9) FOUND 2" I.P. WITH BRASS TAG R.C.E. 9323
- 10) SET CONCRETE MONUMENT WITH BRASS CAP R.C.E. 9323 IN LAMPHOLE
- 11) SET 1/2" REBAR WITH PLASTIC CAP R.C.E. 9323
- 12) FOUND 1/2" REBAR WITH PLASTIC CAP R.C.E. 9323 PER TRACT MAP NO. 5890 PHASE 1 RECORDED IN BOOK 44 OF MAPS AT PAGE 29 O.R.

**COUNTY CLERK-RECORDERS STATEMENT**

FILED THIS 9th DAY OF OCTOBER 1998 AT 2.00 P.M. IN BOOK 44 OF PARCEL MAPS AT PAGE 97 AT THE REQUEST OF

GEORGE W. LUSCH

JAMES W. MAPLES  
ASSISTANT COUNTY CLERK  
COUNTY OF KERN

BY *Shirley J. Stacey*  
Deputy

RECORDED



SCALE 1"=100'

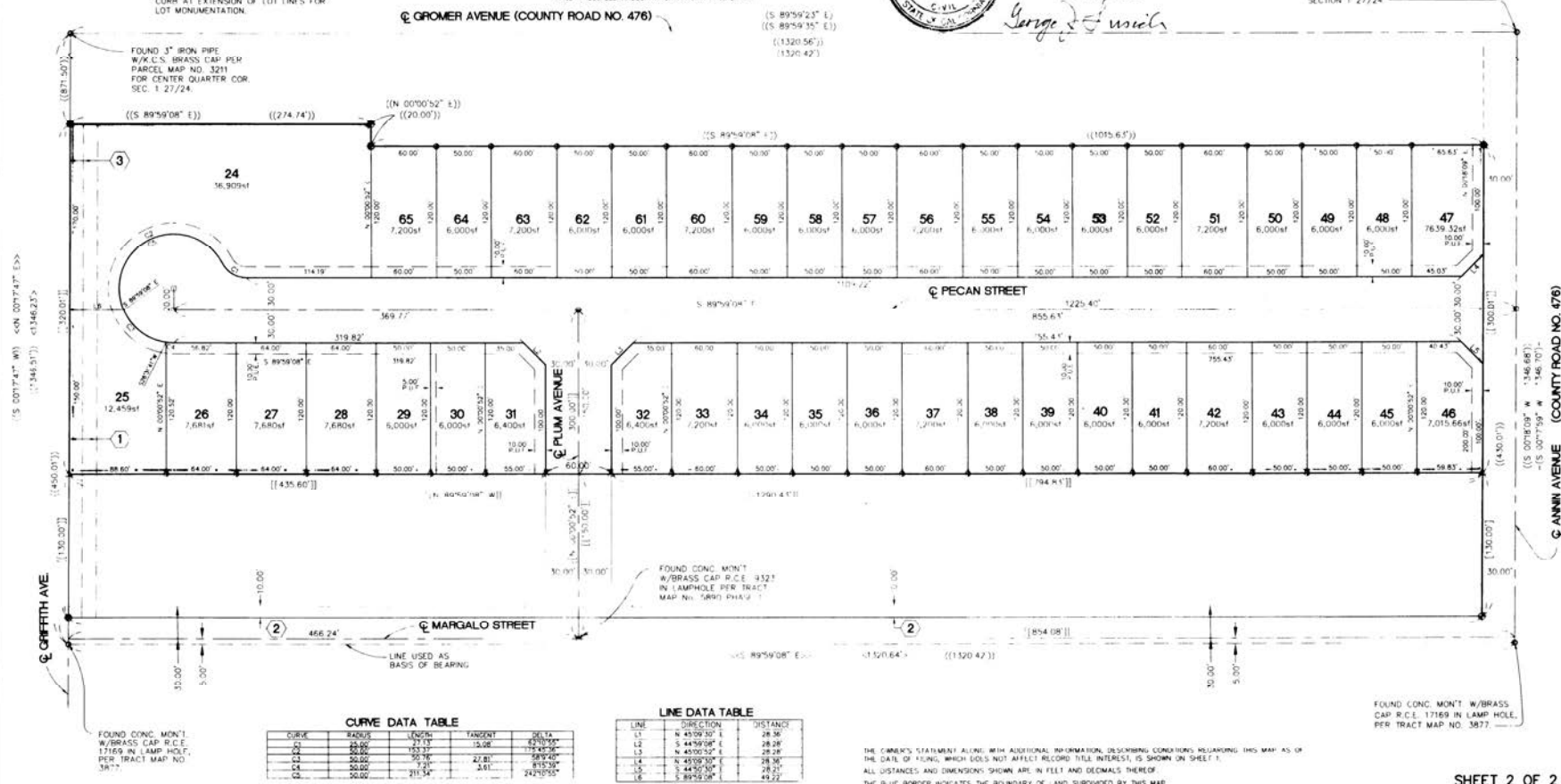
**TRACT NO. 5890  
PHASE 2**

CONSISTING OF 2 SHEETS IN THE CITY OF WASCOS

BEING A DIVISION OF THE DESIGNATED REMAINDER OF TRACT MAP NO. 5890 PHASE 1 IN THE CITY OF WASCOS, COUNTY OF KERN, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 48 OF MAPS AT PAGE 125, IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY, BEING A PORTION OF SEC. 1, T. 27 S., R. 24 E., M.D.M.

CONTAINING 9.01 ACRES 42 LOTS

FOUND CONCRETE MONUMENT W/BRASS CAP R.C.E. 4717 IN LAMP HOLE PER PARCEL MAP NO. 9865, FOR N.E. CORNER OF THE SECTION 1, 27/24



**CURVE DATA TABLE**

CURVE	RADIUS	CHORD	TANGENT	DELTA
C1	25.00	12.17	13.08	29.07
C2	50.00	24.34	26.16	58.14
C3	50.00	24.34	26.16	58.14
C4	50.00	24.34	26.16	58.14
C5	50.00	24.34	26.16	58.14

**LINE DATA TABLE**

LINE	DIRECTION	DISTANCE
L1	N 43°09'30" E	28.36
L2	S 44°59'08" E	28.28
L3	N 43°09'30" E	28.28
L4	N 43°09'30" E	28.36
L5	N 44°59'08" E	28.28
L6	S 43°59'08" E	49.72

THE ENGINEER'S STATEMENT ALONG WITH ADDITIONAL INFORMATION, DESCRIBING CONDITIONS RELATING TO THIS MAP AS OF THE DATE OF FILING, WHICH DOES NOT AFFECT RECORD TITLE INTEREST, IS SHOWN ON SHEET 1. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF. THE BLUE BORDER INDICATES THE BOUNDARY OF AND SURROUNDED BY THIS MAP.

SHEET 2 OF 2

#198-139473

11-1A TR 5890-2 m-1

97



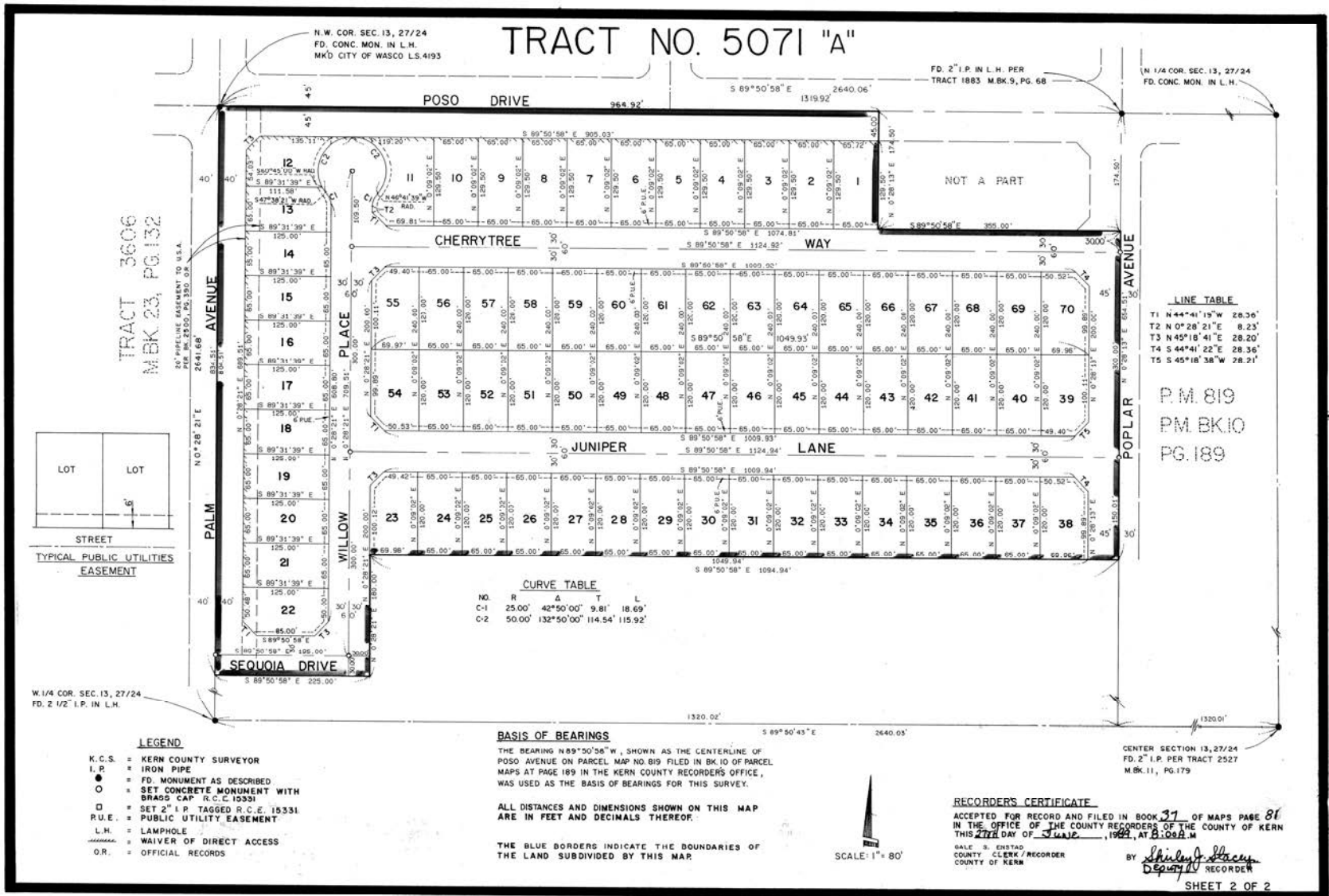


PTN. 4TH HOME EXTENTION COLONY  
N1/2 SEC.13 T.27S. R.24E.

<b>LEGEND</b>	<b>SUBD. KEY</b>	<b>NOTES</b>	<b>DISCLAIMER</b>
REVISED April 14, 2016	REF. SUBD. A. 4TH HOME EXT. B. PM 819 C. PM 7152 D. PM 9263 E. LIA 94-1 (LOT DESIGNATIONS IN PARENTHESES)	MH=For mobilehome APN see pg. 12	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
<b>JURISDICTION</b> CITY OF WASCO			

ASSESSORS MAP NO. 489-01  
COUNTY OF KERN

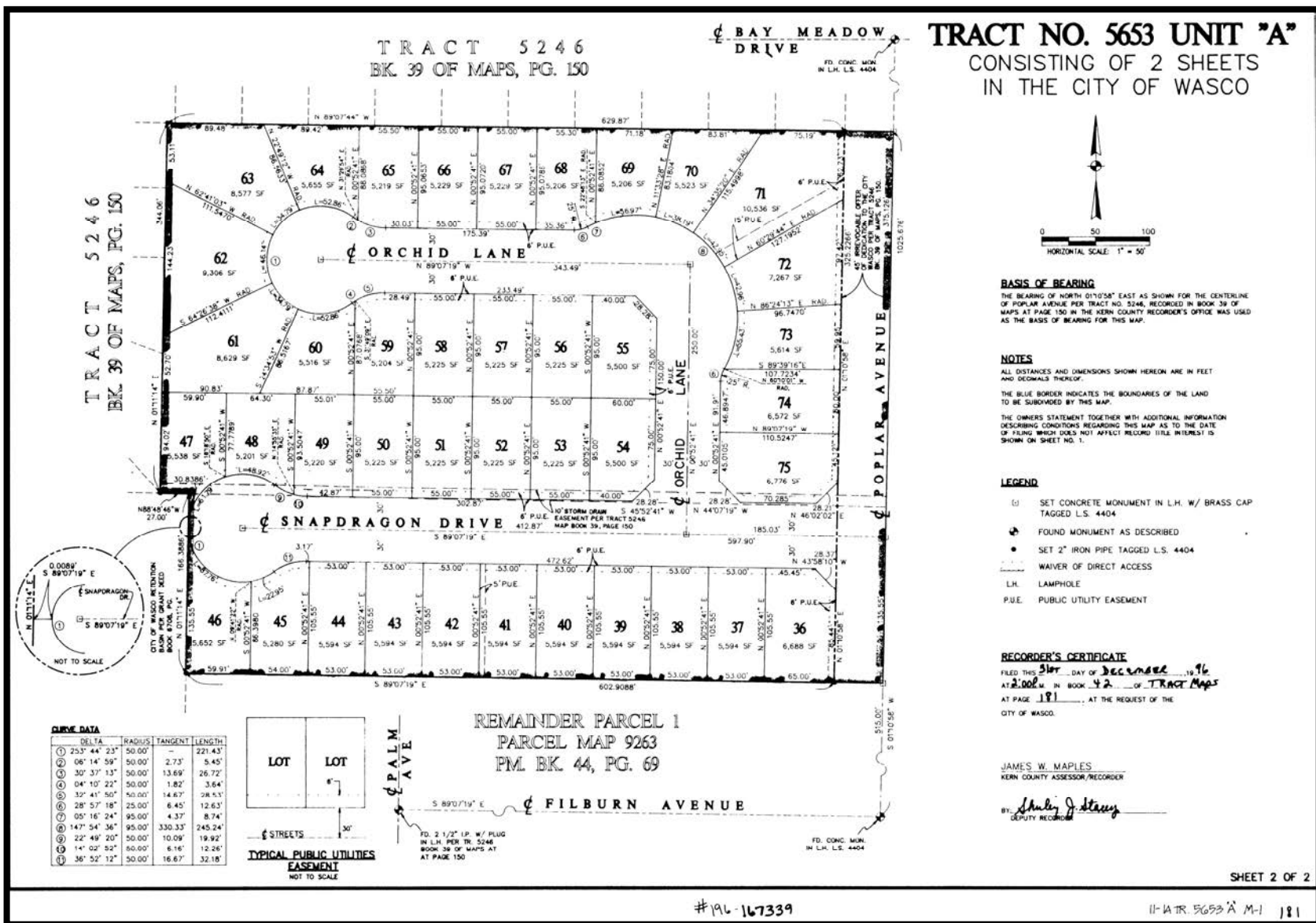
18



# 88684

81





#196-167339

II-ATR 5653 A-M-1 181

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	69.15	500.00	12.88	12.444°
C2	67.78	300.00	34.03	12.564°
C3	71.92	327.00	36.11	12.360°
C4	42.68	773.00	21.38	08.23.23°
C5	54.03	327.00	27.07	09.22.58°
C6	60.57	273.00	30.41	12.42.40°
C7	34.80	50.00	18.07	30.38.48°
C8	228.38	50.00	60.34	249.77.52°
C9	6.53	50.00	0.27	00.26.41°
C10	57.25	50.00	37.52	62.36.11°
C11	36.76	50.00	19.26	42.07.34°
C12	37.19	50.00	19.50	42.36.42°
C13	36.76	50.00	19.26	42.07.34°
C14	43.21	50.00	23.06	49.30.35°
C15	18.58	50.00	7.34	16.42.17°

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C16	1.81	50.00	0.90	02.04.18°
C17	14.58	50.00	7.34	16.42.17°
C18	43.21	50.00	23.06	49.30.35°
C19	37.65	50.00	19.42	42.22.28.4°
C20	36.61	50.00	19.17	41.56.50°
C21	39.23	50.00	20.69	44.57.32°
C22	53.79	50.00	28.83	47.38.31°
C23	52.48	273.00	26.31	11.00.37°
C24	8.11	273.00	4.05	01.42.04°
C25	19.68	327.00	9.89	02.28.52°
C26	50.39	327.00	25.25	08.48.47°
C27	1.85	327.00	0.92	00.19.27°
C28	8.04	327.00	4.02	02.24.52°
C29	45.98	327.00	23.03	08.03.22°

# LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCLOSURE
- SET REBAR AND CAP MARKED 5332
- FOUND CONCRETE MONUMENT IN L.H. MARKED RICE 15331 PER TRACT 5071-A
- FOUND REBAR AND CAP MARKED RICE 15331
- FOUND 1 1/2" BORN PIPE W/ TAG L.S. 4404
- ABANDONMENT OF VEHICULAR INGRESS AND EGRESS
- RECORD PER TRACT 5246 M.B. 39, PG. 151
- RECORD PER TRACT 5071 "A" M.B. 37, PG. 81

- SQ. FEET
- LANDSCAPE
- K.C.S. KERN COUNTY SURVEYOR
- OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAMPHOLE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP

# TRACT No. 5071 PHASE "B"

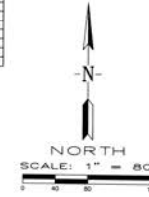
39 LOTS 19.27 ACRES



**BASIS OF BEARINGS**  
THE BEARING S. 00° 28' 21" W. SHOWN AS THE CENTERLINE OF PALM AVENUE ON TRACT 5701 PHASE A, FILED IN MAP BOOK 37 PAGE 81, ON THE KERN COUNTY RECORDER'S OFFICE, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.79	S45°50'19"E
L2	18.89	N43°54'14"E
L3	28.36	S45°50'19"E
L4	18.28	S44°50'58"E
L5	25.28	N45°09'01"E
L6	18.04	N44°41'19"W
L7	30.00	S00°28'21"W

RADIAL TABLE	
RADIAL	BEARING
R1	S87°51'30"W
R2	S78°42'21"E
R3	S68°54'20"E
R4	S50°00'00"W
R5	S67°12'33"W
R6	S50°12'12"E
R7	N50°12'12"W
R8	N51°08'20"E
R9	N52°10'10"E
R10	N52°10'10"E
R11	N48°14'19"W
R12	S68°14'19"E
R13	N50°12'12"E
R14	N72°01'42"E
R15	S78°42'21"E
R16	S68°54'20"E
R17	S67°12'33"E



TYPICAL LANDSCAPE & PUBLIC UTILITIES EASEMENT  
NO SCALE

## NOTES

- THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS, SCRIBED CURB AND SET TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF LOT LINES FOR FRONT CORNERS.

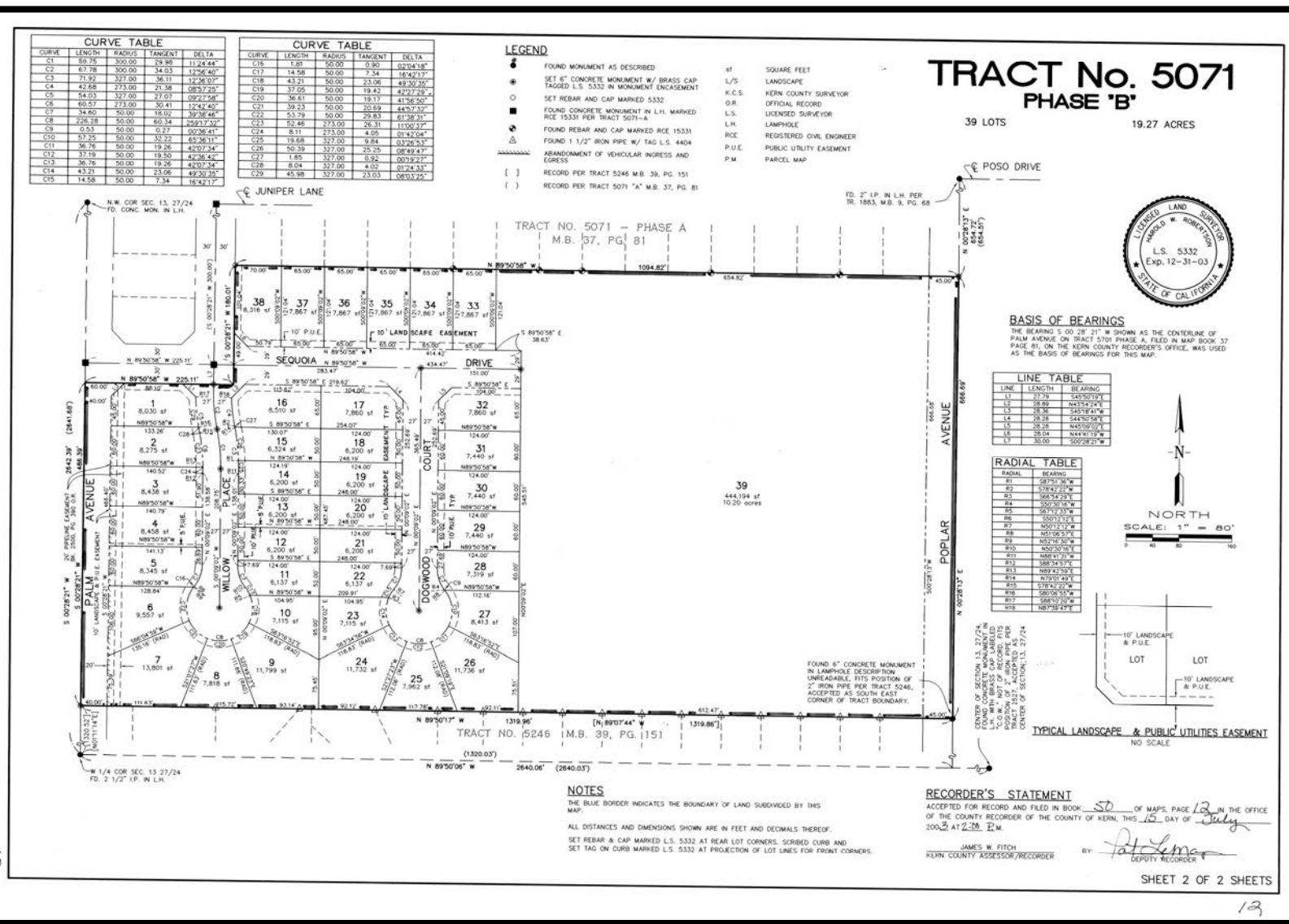
## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 50 OF MAPS, PAGE 13 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 15 DAY OF July 2003 AT 2:28 P.M.

JAMES W. FITCH  
KERN COUNTY ASSESSOR/RECORDER

BY: Pat Lema  
DEPUTY RECORDER

SHEET 2 OF 2 SHEETS



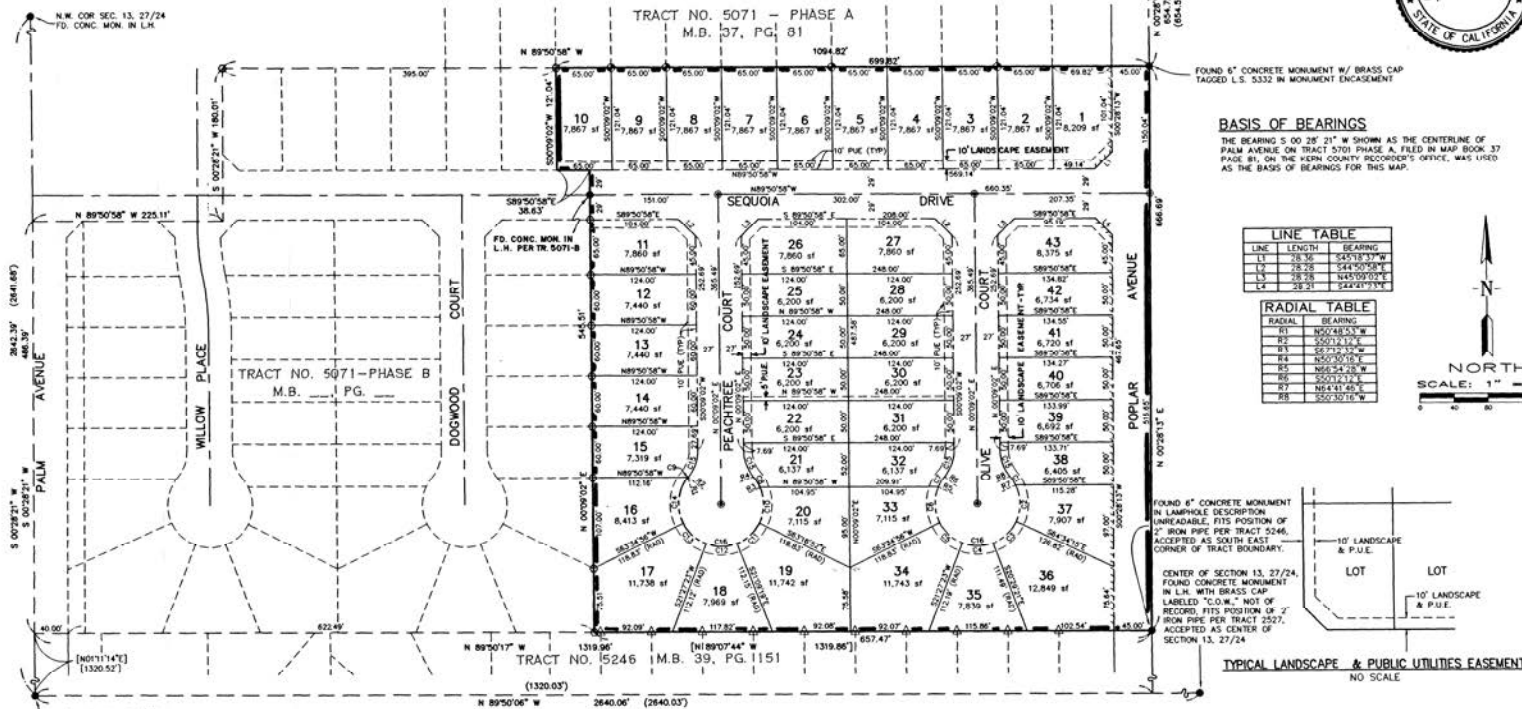
CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	17.38	50.00	8.22	18.31.30"
C2	44.97	50.00	23.71	50.43.59"
C3	38.47	50.00	20.24	44.04.54"
C4	36.60	50.00	19.17	41.58.44"
C5	36.76	50.00	19.26	42.07.33"
C6	43.21	50.00	23.06	49.30.36"
C7	14.58	50.00	7.34	16.42.18"
C8	14.58	50.00	7.34	16.42.18"
C9	0.53	50.00	0.27	00.36.41"
C10	43.21	50.00	23.06	49.30.36"
C11	36.76	50.00	19.26	42.07.33"
C12	37.19	50.00	19.50	42.36.42"
C13	36.76	50.00	19.26	42.07.33"
C14	57.25	50.00	32.22	65.36.11"
C15	34.60	50.00	18.02	39.38.46"
C16	226.28	50.00	60.34	2597.73"

# LEGEND

- FOUND REBAR AND CAP PER TRACT 5071 "B"
- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASUREMENT
- SET REBAR AND CAP MARKED 5332
- FOUND CONCRETE MONUMENT IN L.H. MARKED RICE 15331 PER TRACT 5071-A
- FOUND REBAR AND CAP MARKED RICE 15331
- △ FOUND 1 1/2" IRON PIPE W/ TAG L.S. 4404
- [ ] RECORD PER TRACT 5246 M.B. 39, PG. 151
- ( ) RECORD PER TRACT 5071 "A" M.B. 37, PG. 81
- sf SQUARE FEET
- L/S LANDSCAPE
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LANDHOLE
- RCE REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ABANDONMENT OF VEHICULAR INGRESS AND EGRESS

# TRACT No. 5071 PHASE "C"

43 LOTS 10.20 ACRES

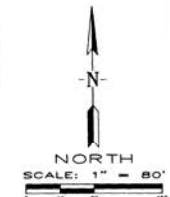


## BASIS OF BEARINGS

THE BEARING S 00 28' 21" W SHOWN AS THE CENTERLINE OF PALM AVENUE ON TRACT 5071 PHASE A, FILED IN MAP BOOK 37 PAGE 81, ON THE KERN COUNTY RECORDER'S OFFICE, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.36	S 00 18 37" W
L2	28.78	S 44 00 58" W
L3	28.78	N 43 09 03" E
L4	38.31	S 25 00 13" E

RADIAL TABLE		
RADIAL	BEARING	
R1	N 00 48 53" W	
R2	S 55 12 12" E	
R3	S 61 19 35" E	
R4	N 50 50 19" E	
R5	N 65 54 28" W	
R6	S 55 17 12" E	
R7	N 64 41 49" E	
R8	S 50 30 16" W	



TYPICAL LANDSCAPE & PUBLIC UTILITIES EASEMENT  
NO SCALE

## NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET REBAR & CAP MARKED L.S. 5332 AT BEAR LOT CORNERS, CORNERED CURB AND SET TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF LOT LINES FOR FRONT CORNERS.

## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 50 OF MAPS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 15 DAY OF July 2003 AT 2:00 P.M.

JAMES W. RITCH  
KERN COUNTY ASSESSOR/RECORDER

By: *Pat [Signature]*  
DEPUTY RECORDER

SHEET 2 OF 2 SHEETS

11-1A TR 5071-C M-1

14



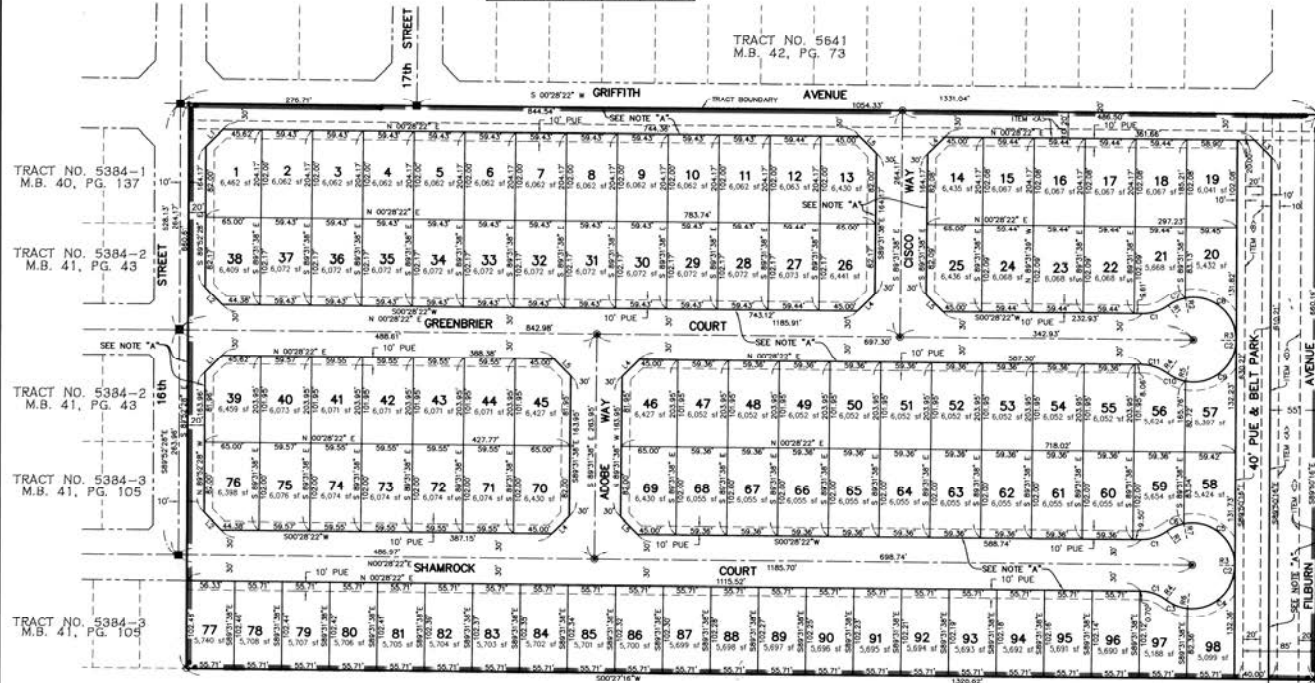
20.03 ACRES

S.F.	SQUARE FEET
K.C.S.	KERN COUNTY SURVEYOR
O.R.	OFFICIAL RECORD
L.S.	LICENSED SURVEYOR
L.H.	LAMPHOUSE
R.C.E.	REGISTERED CIVIL ENGINEER
P.U.E.	PUBLIC UTILITY EASEMENT
P.M.	PARCEL MAP

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	32.18	50.00	16.67	36.52°12'
C2	221.43	50.00	66.67	253.54°23'
C3	27.18	50.00	13.93	31.08°30"
C4	83.81	50.00	55.57	98.02°20"
C5	88.48	50.00	61.07	101°23'0"
C6	21.97	50.00	11.16	23.10°28"
C7	21.93	50.00	11.15	23.08°0"
C8	88.51	50.00	83.11	101°25'26"
C9	87.56	50.00	59.94	100.20°12'
C10	23.43	50.00	11.93	28.20°38"
C11	32.18	50.00	16.67	36.52°12'

LINE	LENGTH	BEARING
L1	28.20	N44°42'03"W
L2	28.37	S45°17'57"W
L3	28.36	N45°19'03"E
L4	28.28	N44°31'38"W
L5	28.28	N45°28'22"E

RADIAL	BEARING
1.1	N53°36'10"E
1.2	N78°44'17"E
1.3	S00°09'44"E
1.4	N52°39'28"W
1.5	N79°30'05"W
1.6	N63°47'56"W
1.7	N78°46'37"E



LOT 104, FOURTH HOME EXTENSION COLONY  
M.B. 1, PG. 99

TRACT NO. 5071  
M.B. 47, PG. 31

NOTE: PROPERTY IS AFFECTED BY THE FOLLOWING EASEMENTS  
WHICH CANNOT BE PLOTTED FROM RECORD:

2) Bk. 2503, PG. 311 O.R.

NOTE "A": DEED OF EASEMENT PER DOC. # 0198067046 O.R.

## NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS.

SET TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF LOT LINES FOR FRONT CORNERS.

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 51 OF MAPS, PAGE 196 IN THE OFFICE  
OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 24 DAY OF August  
2004 AT 2:00 P.M.

JAMES W. FITCH  
KERN COUNTY ASSESSOR/RECORDER

BY: Lathi Rood  
DEPUTY RECORDER

SHEET 2 OF 2 SHEETS

#204204.350

TR 5384  
MAP BK  
PG

# TRACT NO. 5821

## CONSISTING OF 3 SHEETS IN THE CITY OF WASCO

PHASE A = LOTS 1 THRU 34  
PHASE B = LOTS 68 THRU 83, 86 THRU 99  
PHASE C = LOTS 35 THRU 67, 84 & 85



### BASIS OF BEARING

THE BEARING OF NORTH 01°10'58" EAST AS SHOWN FOR THE CENTERLINE OF POPLAR AVENUE PER TRACT NO. 5248, RECORDED IN BOOK 38 OF MAPS AT PAGE 150 IN THE KERN COUNTY RECORDER'S OFFICE WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

### NOTES

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE BLUE BORDER INDICATES THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED BY THIS MAP.

THE OWNERS STATEMENT TOGETHER WITH ADDITIONAL INFORMATION DESCRIBING CONDITIONS REGARDING THIS MAP AS TO THE DATE OF FILING WHICH DOES NOT AFFECT RECORD TITLE INTEREST IS SHOWN ON SHEET NO. 1.

A PRELIMINARY SOILS REPORT DATED DECEMBER 6, 1980 HAS BEEN PREPARED BY H.B.S. ENGINEERING, INC. UNDER THE SIGNATURE OF L. THOMAS BAYNE R.C.E. NUMBER 480 AND IS ON FILE IN THE OFFICE OF THE CITY PLANNING DIRECTOR.

### LEGEND

- SET CONCRETE MONUMENT IN L.H. W/ BRASS CAP TAGGED L.S. 4943
- ⊕ FOUND MONUMENT AS DESCRIBED
- SET 2" IRON PIPE TAGGED L.S. 4943
- WAIVER OF DIRECT ACCESS
- L.H. LAMPHOUSE
- P.U.E. PUBLIC UTILITY EASEMENT

### RECORDER'S CERTIFICATE

FILED THIS 24TH DAY OF December 1988  
AT 11:11 A.M. IN BOOK 44 OF TRACTS  
AT PAGE 153, AT THE REQUEST OF THE  
CITY OF WASCO.

ASSessor/RECORDER  
JAMES W. MAPLES

BY: *Shirley Johnson*  
DEPUTY RECORDER

CURVE DATA				
Δ	RADIUS	TANGENT	LENGTH	
①	90°00'00"	20.00'	20.00'	31.42'
②	90°00'00"	20.00'	20.00'	31.42'
③	90°00'00"	20.00'	20.00'	31.42'
④	90°00'00"	20.00'	20.00'	31.42'
⑤	90°00'00"	20.00'	20.00'	31.42'
⑥	90°00'00"	20.00'	20.00'	31.42'
⑦	90°00'00"	20.00'	20.00'	31.42'
⑧	90°00'00"	20.00'	20.00'	31.42'
⑨	90°00'00"	20.00'	20.00'	31.42'
⑩	15°44'26"	25.00'	3.46'	6.87'
⑪	121°28'52"	55.00'	98.17'	116.61'
⑫	15°44'26"	25.00'	3.46'	6.87'
⑬	04°48'00"	25.00'	1.05'	2.09'
⑭	10°56'26"	25.00'	2.39'	4.77'
⑮	121°28'52"	55.00'	98.17'	116.61'
⑯	15°44'26"	25.00'	3.46'	6.87'
⑰	90°00'00"	20.00'	20.00'	31.42'
⑱	90°00'00"	20.00'	20.00'	31.42'

4  
PARCEL MAP 9263  
PM. BK. 44 PG. 69

FILBURN STREET

FOUND CONCRETE MONUMENT WITH BRASS CAP L.S. 4831 IN L.H. PER TRACT 5248, MAP BK. 38 PG. 150. PER PARCEL MAP 9263, PM. BK. 44 PG. 69.



SHEET 2 OF 3

#198-182967

11-1A TR 5821- M-1 143





# BASIS OF BEARING

THE BEARING SHOWN IS FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, T.27S, R.24E, M.D.B.M., AS SHOWN ON PARCEL MAP NO. 9572 FILED IN BOOK 44 OF PARCEL MAPS, AT PAGES 57-62, IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREIN.

## NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND TO BE SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
ADDITIONAL INFORMATION DESCRIBING CONDITIONS REGARDING THIS MAP AS OF DATE OF FILING, WHICH DOES NOT AFFECT TITLE INTERESTS, IS SHOWN ON SHEET 1.

# LEGEND

- 1. SET 4" CONC. MON. W/ BRASS CAP MARKED L.S. 7573
- 2. SET 2" IRON PIPE W/ BRASS TAG MARKED L.S. 7573
- 3. FOUND MONUMENT AS DESCRIBED
- 4. 6" CONC. MON. W/ BRASS TAG MARKED L.S. 4713
- 5. NOT OF RECORD, ACCEPTED FOR POSITION
- 6. PUBLIC UTILITIES EASEMENT
- 7. OFFICIAL RECORDS
- 8. KERN COUNTY SURVEYOR
- 9. INDICATES ABANDONMENT OF VEHICULAR INGRESS AND EGRESS
- 10. RECORD BEARINGS AND DISTANCES AS SHOWN ON PARCEL MAP NO. 9572, FILED IN BOOK 44 OF PARCEL MAPS AT PAGES 57-62.

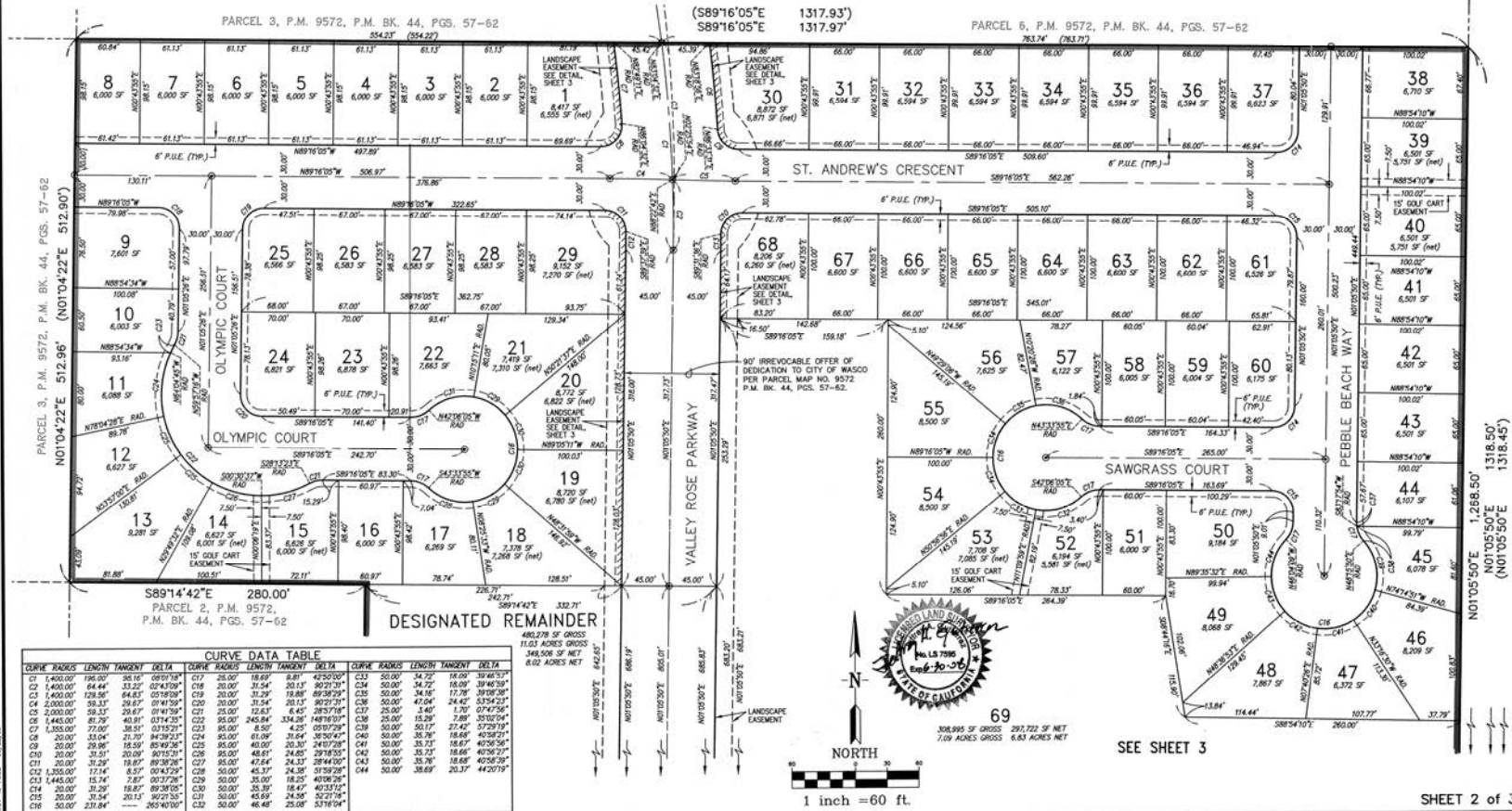
# RECORDER'S CERTIFICATE

FILED THIS 13 DAY OF March 2007 AT 2-PM  
IN BOOK 57 OF MAPS, AT PAGE 85, AT THE REQUEST OF  
JEFFREY A. GUTIERREZ.

JAMES W. FITCH  
ASSESSOR-RECORDER OF THE COUNTY OF KERN  
BY: *Jeffrey A. Gutierrez*  
DEPUTY RECORDER

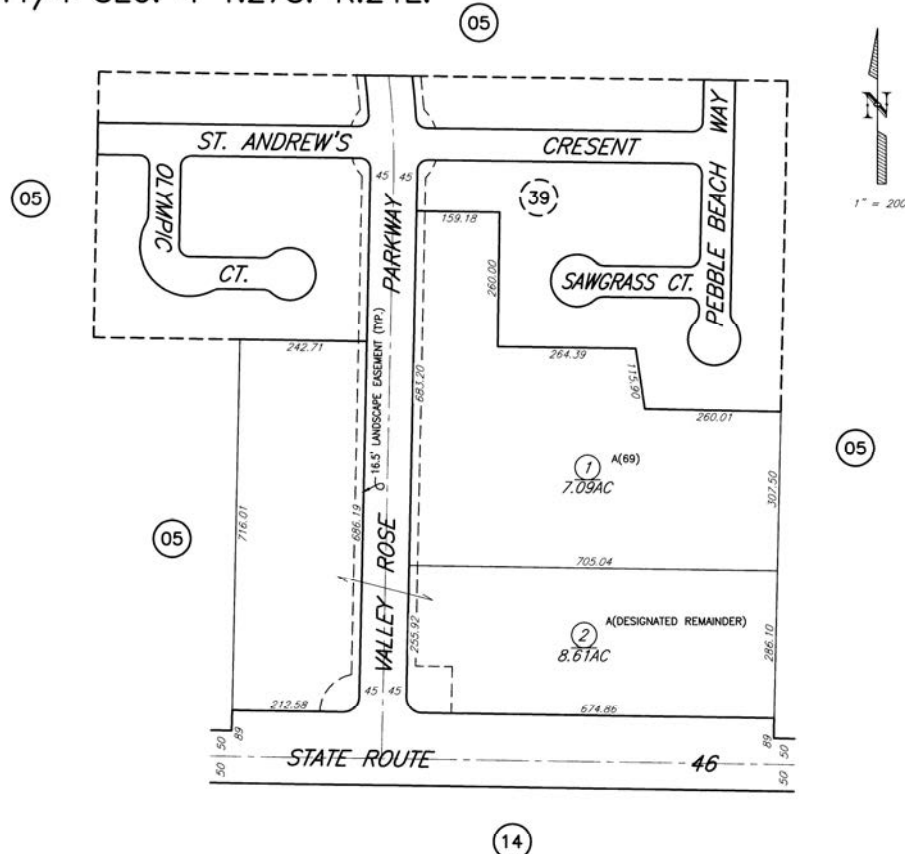
# TRACT NO. 6451

CONSISTING OF 3 SHEETS  
BEING A DIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 9572, FILED IN BOOK 44 OF PARCEL MAPS AT PAGES 57 THROUGH 62 IN THE OFFICE OF THE KERN COUNTY RECORDER, AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 18, 1992 IN BOOK 6779, PAGE 43 OF OFFICIAL RECORDS AND CERTIFICATE OF CORRECTION RECORDED JUNE 16, 1993 IN BOOK 6862, PAGE 1325 OF OFFICIAL RECORDS. ALSO BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 24 EAST, M.D.B.M., IN THE CITY OF MASCO, COUNTY OF KERN, STATE OF CALIFORNIA.  
69 NUMBERED LOTS 1 DESIGNATED REMAINDER 33.51 GROSS ACRES



TRACT 6451  
PTN. SW1/4 SEC. 4 T.27S. R.24E.

487-38



LEGEND	SUBD. KEY	DISCLAIMER
REVISED December 12, 2012	REF. SUBD. A. TR 6451	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
JURISDICTION CITY OF WASCO & VICINITY	(LOT DESIGNATIONS IN PARENTHESES)	

ASSESSORS MAP NO. 487-38  
COUNTY OF KERN

## EXHIBIT "F" FINDINGS

### STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218 (Effective July 1, 1997)

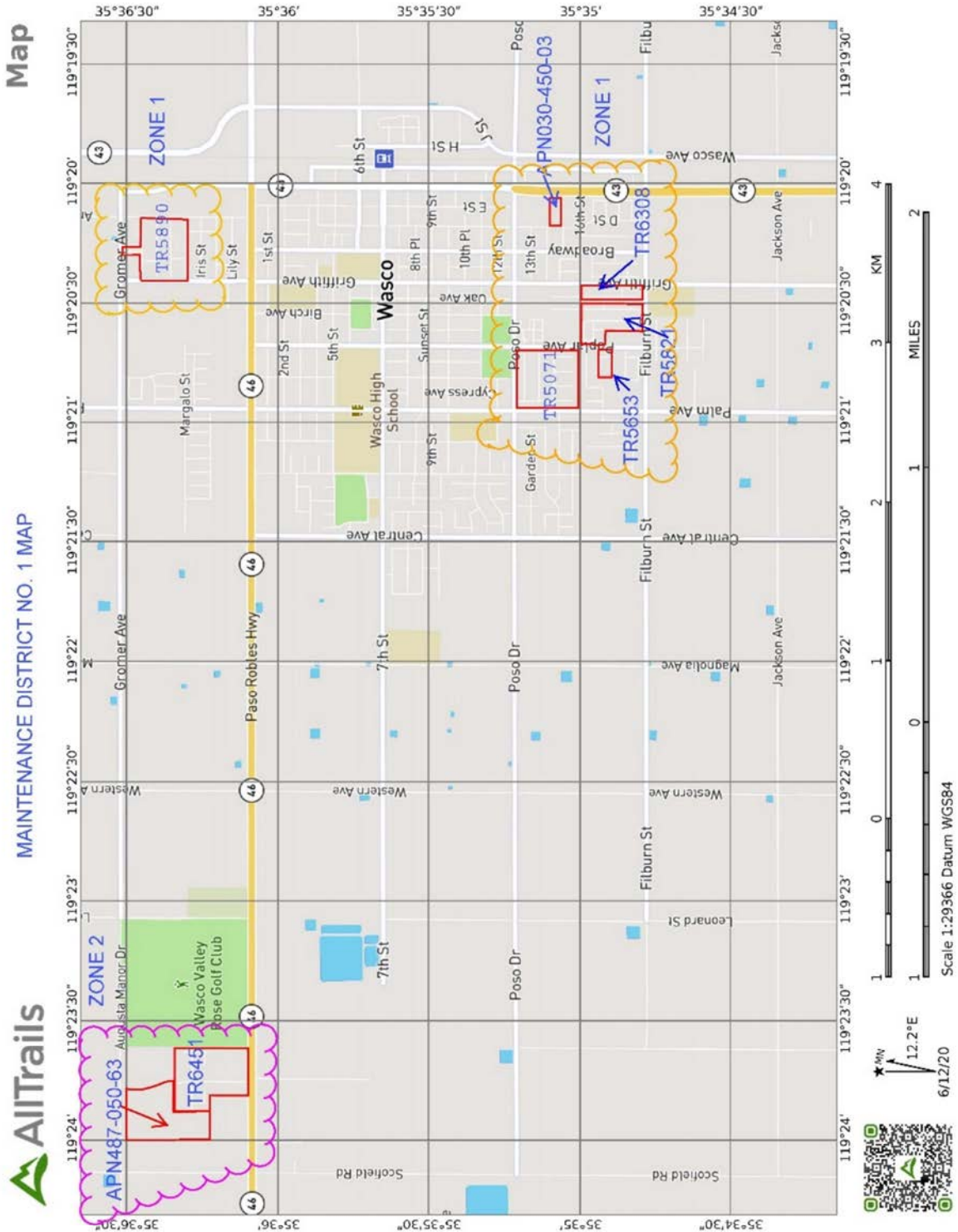
#### CITY OF WASCO

##### LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 1

- I. All properties comprising Landscape and Lighting Maintenance District No. 1 were entered into the District by the Developers of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. Tract 5071 "A" was included in and established the Landscape and Lighting Maintenance District No. 1 on June 2, 1989
- III. Tract 5653 UNIT "A" was included in the Landscape and Lighting Maintenance District No. 1 on December 31, 1996
- IV. Tract 5890 Ph 1 was included in the Landscape and Lighting Maintenance District No. 1 on June 5, 1998
- V. Tract 5890 Ph 2 was included in the Landscape and Lighting Maintenance District No. 1 on October 9, 1998
- VI. Tract 5821 was included in the Landscape and Lighting Maintenance District No. 1 on December 24, 1998
- VII. Tract 5890 Ph 3 was included in the Landscape and Lighting Maintenance District No. 1 on July 9, 1999
- VIII. Tract 5070 "B" and "C" were included in the Landscape and Lighting Maintenance District No. 1 on July 15, 2003.
- IX. Tract 6308 was included in the Landscape and Lighting Maintenance District No. 1 on August 24, 2004
- X. Tract 6451 was included in the Landscape and Lighting Maintenance District No. 1 on March 13, 2007 as well as APN 487-050-62 and 487-050-63.



## APPENDIX "A" TRACTS LOCATION MAP



## ENGINEER'S REPORT AND ASSESSMENT

CITY OF WASCO  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-01  
FUND 20666

**Fiscal Year 2021-2022**

TRACT 5972 PHASE 1  
TRACT 5972 PHASE 2  
TRACT 5972 PHASE 3  
TRACT 5972 PHASE 4



**PREPARED BY:**

**BHT ENGINEERING, INC.  
218 S. H St. Ste. 201  
BAKERSFIELD, CA. 93304  
(661) 558-4641**



**JUNE 2021**

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**CITY OF WASCO  
ENGINEER'S REPORT**

**LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-01**

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: \_\_\_\_\_

By: JUAN M. PANTOJA  
Juan M. Pantoja, PE - Engineer of Work

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Wasco, California, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern, State of California, on the day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

## ENGINEER OF WORK STATEMENT

### CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 01-01

I, Juan M. Pantoja, Engineer of Work for Landscape and Lighting Maintenance District No. 01-01 (District), City of Wasco, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The City of Wasco annually levies and collects special assessments in order to maintain the improvements which are subject to this report and are briefly described as follows:

1. The maintenance, repair, replacement, and operating expenses associated with all streetlights within the boundaries of the District as shown on the Street Improvement Plans for Tract 5972 Phases 1 thru 4.
2. The servicing, operation, maintenance, repair and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities within the Boundaries of the District.
3. The Engineer's Report for Landscape and Lighting Maintenance District No. 01-01 includes landscaped areas as given in maps that are on file at City Hall with the City Clerk of the City of Wasco and is made a part of this report by reference (as Exhibit "E")

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report. The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22.

## INTRODUCTION

The City Council of the City of Wasco adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping, and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement of issuance of a permit for construction of commercial, industrial and planned unit development.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment to be made in the same manner and same time in conjunction with the ad valorem (in proportion to the value) tax for each Property. The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the Landscape and Lighting Maintenance District No. 01-01 ("District") as herein described, the City Council will set the assessment for the ensuing fiscal year. In setting the annual assessment City Council will consider any fund balances or shortages and adjust the annual assessment accordingly.

In June 2001, the City formed this District for the maintenance of landscaping, lighting and appurtenant facilities within the boundaries of Tract 5972, Phases 1, 2, 3 and 4.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the District on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22. This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

This report consists of six parts as follows:

#### **A) PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in entirety by reference. The plans show the general nature, location, and extent of the improvements.

#### **B) ESTIMATE OF THE COST OF THE IMPROVEMENTS**

An estimate of the cost of landscape maintenance improvements.

#### **C) DIAGRAM OF THE ASSESSMENT DISTRICT**

Being a list showing the Tract Number, Lot number, Landscape and Lighting District Assessment Number, Assessor's Parcel Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office as of May 2021, or as known to the Clerk, and the Assessment for each parcel for the 2021/22 Tax year. This listing is keyed to the lots by assessment number as shown in "EXHIBIT C"

#### **D) ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

#### **E) TRACT DIAGRAMS**

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by assessment number.

#### **F) FINDINGS**

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 01-01, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.

## EXHIBIT "A" DESCRIPTION OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-01 (Pursuant to the Landscaping and Lighting Act of 1972)

The improvements covered under this District are outlined as follows:

1 – 9500 Lumen Street Light  
12 – 5800 Lumen Street Lights  
Approximately 18,700 square feet of Street and median Landscaping

#### **Location of Landscaping, Lighting and Appurtenant Facilities**

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "F" herein and include the following subdivisions, lots, and/or parcels:

Tract 5972, Phase 1 (Lots 1-33 inclusive)  
Tract 5972, Phase 2 (Lots 1-34 inclusive)  
Tract 5972, Phase 3 (Lots 1-30 inclusive)  
Tract 5972, Phase 4 (Lots 1-35 inclusive)

#### **Plans and Specifications**

With exception of the future incremental installation of landscaping and irrigation improvements within dedicated belt park areas by city forces, the installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting and appurtenant facilities, as previously described are within the boundaries of the district shown on the Assessment Diagram, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Engineer and incorporated herein by reference.

## EXHIBIT "B" ESTIMATE OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-01

ESTIMATED FUND BALANCE (DEFICIT)

AS OF JUNE 30, 2021

\*((\$39,344.60)

#### PROJECTED EXPENDITURES & USES

<b>PERSONNEL</b>	
Salary	\$ 4,657.54
Administration Fees	\$ 38.60
Overtime	\$ 25.73
FICA	\$ 360.23
Retirement Benefit	\$ 523.70
Unfunded Retirement Benefit	\$ 1,613.60
Group Insurance	\$ 2,075.63
Workers Comp	\$ 420.27
Tools and Equipment	\$ 257.31
Boots	\$ 200.00
Fuel	\$ 214.42
Uniforms	\$ 200.00
Training and Travel	\$ 250.00
IT Services	\$ 777.75
Shop Services	\$ 619.25
Facility Services	\$ 741.25
<b>NON-PERSONNEL</b>	
Materials/Supplies	\$ 1,000.00
Repair & Maintenance	\$ 500.00
Utilities	\$ 4,100.00
Professional Services	\$ 4,000.00

**TOTAL OPERATING EXPENDITURES    \$       23,260.97**

#### PROJECTED REVENUE FROM LANDSCAPE MAINTENANCE

DISTRICT NO 01-01

**FY2021-2022 (Annual) 132 lots @ \$103.95 ea.**

\$ 13,721.40

ESTIMATED FUND (DEFICIT) AS OF JUNE 30, 2021

\$ 9,539.57

This District is showing a deficit so the City is allowed to apply an increase equal to the Consumer Price Index (CPI) for the Los Angeles - Riverside-Orange County Area, for all items, for Jan 2019 –Jan 2020 (calendar year prior to assessment period), not to exceed 4%.

#### FY 2021/22 Assessment break-down

Annual Assessment charged per Lot in FY 2020/21:	\$ 101.72
CPI (2.2%):	\$ 2.23
City of Wasco assessment per parcel:	\$ 103.95
2021 Kern County Administration Charge per parcel	\$ 0.24
<b>Fund 20666 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 104.19</b>

## EXHIBIT "C" ASSESSMENT ROLL

### ASSESSMENT ROLL FUND 20666

#### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-01

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS		ANNUAL ASSESSMENT
489-191-01-00-9	TR. 5972	PH. 1	5	1700	Lupine Court	\$ 104.19
489-191-02-00-2	TR. 5972	PH. 1	4	1710	Lupine Court	\$ 104.19
489-191-03-00-5	TR. 5972	PH. 1	3	1720	Lupine Court	\$ 104.19
489-191-04-00-8	TR. 5972	PH. 1	2	1730	Lupine Court	\$ 104.19
489-191-05-00-1	TR. 5972	PH. 1	1	1740	Lupine Court	\$ 104.19
489-191-06-00-4	TR. 5972	PH. 1	33	1751	Lupine Court	\$ 104.19
489-191-07-00-7	TR. 5972	PH. 1	32	1741	Lupine Court	\$ 104.19
489-191-08-00-0	TR. 5972	PH. 1	31	1731	Lupine Court	\$ 104.19
489-191-09-00-3	TR. 5972	PH. 1	30	1721	Lupine Court	\$ 104.19
489-191-10-00-5	TR. 5972	PH. 1	29	1711	Lupine Court	\$ 104.19
489-191-11-00-8	TR. 5972	PH. 1	28	1701	Lupine Court	\$ 104.19
489-192-01-00-6	TR. 5972	PH. 1	6	1650	Lupine Court	\$ 104.19
489-192-02-00-9	TR. 5972	PH. 1	7	1640	Lupine Court	\$ 104.19
489-192-03-00-2	TR. 5972	PH. 1	8	1630	Lupine Court	\$ 104.19
489-192-04-00-5	TR. 5972	PH. 1	9	1620	Lupine Court	\$ 104.19
489-192-05-00-8	TR. 5972	PH. 1	10	1610	Lupine Court	\$ 104.19
489-192-06-00-1	TR. 5972	PH. 1	11	1600	Lupine Court	\$ 104.19
489-192-07-00-4	TR. 5972	PH. 1	12	1550	Lupine Court	\$ 104.19
489-192-08-00-7	TR. 5972	PH. 1	13	1541	Lupine Court	\$ 104.19
489-192-09-00-0	TR. 5972	PH. 1	14	1530	Lupine Court	\$ 104.19
489-192-10-00-2	TR. 5972	PH. 1	15	1520	Lupine Court	\$ 104.19
489-192-11-00-5	TR. 5972	PH. 1	16	1510	Lupine Court	\$ 104.19
489-192-12-00-8	TR. 5972	PH. 1	17	1511	Lupine Court	\$ 104.19
489-192-13-00-1	TR. 5972	PH. 1	18	1521	Lupine Court	\$ 104.19
489-192-14-00-4	TR. 5972	PH. 1	19	1531	Lupine Court	\$ 104.19
489-192-15-00-7	TR. 5972	PH. 1	20	1541	Lupine Court	\$ 104.19
489-192-16-00-0	TR. 5972	PH. 1	21	1551	Lupine Court	\$ 104.19
489-192-17-00-3	TR. 5972	PH. 1	22	1601	Lupine Court	\$ 104.19
489-192-18-00-6	TR. 5972	PH. 1	23	1611	Lupine Court	\$ 104.19
489-192-19-00-9	TR. 5972	PH. 1	24	1621	Lupine Court	\$ 104.19
489-192-20-00-1	TR. 5972	PH. 1	25	1631	Lupine Court	\$ 104.19
489-192-21-00-4	TR. 5972	PH. 1	26	1641	Lupine Court	\$ 104.19
489-192-22-00-7	TR. 5972	PH. 1	27	1651	Lupine Court	\$ 104.19
489-201-01-00-1	TR. 5972	PH. 2	6	1700	Lilac Court	\$ 104.19
489-201-02-00-4	TR. 5972	PH. 2	5	1710	Lilac Court	\$ 104.19
489-201-03-00-7	TR. 5972	PH. 2	4	1720	Lilac Court	\$ 104.19
489-201-04-00-0	TR. 5972	PH. 2	3	1730	Lilac Court	\$ 104.19
489-201-05-00-3	TR. 5972	PH. 2	2	1740	Lilac Court	\$ 104.19
489-201-06-00-6	TR. 5972	PH. 2	1	1750	Lilac Court	\$ 104.19
489-201-07-00-9	TR. 5972	PH. 2	34	1751	Lilac Court	\$ 104.19
489-201-08-00-2	TR. 5972	PH. 2	33	1741	Lilac Court	\$ 104.19
489-201-09-00-5	TR. 5972	PH. 2	32	1731	Lilac Court	\$ 104.19
489-201-10-00-7	TR. 5972	PH. 2	31	1721	Lilac Court	\$ 104.19
489-201-11-00-0	TR. 5972	PH. 2	30	1711	Lilac Court	\$ 104.19
489-201-12-00-3	TR. 5972	PH. 2	29	1701	Lilac Court	\$ 104.19



ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS		ANNUAL ASSESSMENT
489-202-01-00-8	TR. 5972	PH. 2	7	1650	Lilac Court	\$ 104.19
489-202-02-00-1	TR. 5972	PH. 2	8	1640	Lilac Court	\$ 104.19
489-202-03-00-4	TR. 5972	PH. 2	9	1630	Lilac Court	\$ 104.19
489-202-04-00-7	TR. 5972	PH. 2	10	1620	Lilac Court	\$ 104.19
489-202-05-00-0	TR. 5972	PH. 2	11	1610	Lilac Court	\$ 104.19
489-202-06-00-3	TR. 5972	PH. 2	12	1600	Lilac Court	\$ 104.19
489-202-07-00-6	TR. 5972	PH. 2	13	1550	Lilac Court	\$ 104.19
489-202-08-00-9	TR. 5972	PH. 2	14	1540	Lilac Court	\$ 104.19
489-202-09-00-2	TR. 5972	PH. 2	15	1530	Lilac Court	\$ 104.19
489-202-10-00-4	TR. 5972	PH. 2	16	1520	Lilac Court	\$ 104.19
489-202-11-00-7	TR. 5972	PH. 2	17	1510	Lilac Court	\$ 104.19
489-202-12-00-0	TR. 5972	PH. 2	18	1511	Lilac Court	\$ 104.19
489-202-13-00-3	TR. 5972	PH. 2	19	1521	Lilac Court	\$ 104.19
489-202-14-00-6	TR. 5972	PH. 2	20	1531	Lilac Court	\$ 104.19
489-202-15-00-9	TR. 5972	PH. 2	21	1541	Lilac Court	\$ 104.19
489-202-16-00-2	TR. 5972	PH. 2	22	1551	Lilac Court	\$ 104.19
489-202-17-00-5	TR. 5972	PH. 2	23	1601	Lilac Court	\$ 104.19
489-202-18-00-8	TR. 5972	PH. 2	24	1611	Lilac Court	\$ 104.19
489-202-19-00-1	TR. 5972	PH. 2	25	1621	Lilac Court	\$ 104.19
489-202-20-00-3	TR. 5972	PH. 2	26	1631	Lilac Court	\$ 104.19
489-202-21-00-6	TR. 5972	PH. 2	27	1641	Lilac Court	\$ 104.19
489-202-22-00-9	TR. 5972	PH. 2	28	1651	Lilac Court	\$ 104.19
489-211-01-00-4	TR. 5972	PH. 3	1	1740	Poppy Court	\$ 104.19
489-211-02-00-7	TR. 5972	PH. 3	2	1730	Poppy Court	\$ 104.19
489-211-03-00-0	TR. 5972	PH. 3	3	1720	Poppy Court	\$ 104.19
489-211-04-00-3	TR. 5972	PH. 3	4	1710	Poppy Court	\$ 104.19
489-211-05-00-6	TR. 5972	PH. 3	5	1701	Poppy Court	\$ 104.19
489-211-06-00-9	TR. 5972	PH. 3	26	1711	Poppy Court	\$ 104.19
489-211-07-00-2	TR. 5972	PH. 3	27	1721	Poppy Court	\$ 104.19
489-211-08-00-5	TR. 5972	PH. 3	28	1731	Poppy Court	\$ 104.19
489-211-09-00-8	TR. 5972	PH. 3	29	1741	Poppy Court	\$ 104.19
489-211-10-00-0	TR. 5972	PH. 3	30	1650	Poppy Court	\$ 104.19
489-212-01-00-1	TR. 5972	PH. 3	6	1640	Poppy Court	\$ 104.19
489-212-02-00-4	TR. 5972	PH. 3	7	1630	Poppy Court	\$ 104.19
489-212-03-00-7	TR. 5972	PH. 3	8	1620	Poppy Court	\$ 104.19
489-212-04-00-0	TR. 5972	PH. 3	9	1610	Poppy Court	\$ 104.19
489-212-05-00-3	TR. 5972	PH. 3	10	1600	Poppy Court	\$ 104.19
489-212-06-00-6	TR. 5972	PH. 3	11	1540	Poppy Court	\$ 104.19
489-212-07-00-9	TR. 5972	PH. 3	12	1530	Poppy Court	\$ 104.19
489-212-08-00-2	TR. 5972	PH. 3	13	1520	Poppy Court	\$ 104.19
489-212-09-00-5	TR. 5972	PH. 3	14	1510	Poppy Court	\$ 104.19
489-212-10-00-7	TR. 5972	PH. 3	15	1511	Poppy Court	\$ 104.19
489-212-11-00-0	TR. 5972	PH. 3	16	1521	Poppy Court	\$ 104.19
489-212-12-00-3	TR. 5972	PH. 3	17	1531	Poppy Court	\$ 104.19
489-212-13-00-6	TR. 5972	PH. 3	18	1541	Poppy Court	\$ 104.19
489-212-14-00-9	TR. 5972	PH. 3	19	1541	Poppy Court	\$ 104.19
489-212-15-00-2	TR. 5972	PH. 3	20	1601	Poppy Court	\$ 104.19
489-212-16-00-5	TR. 5972	PH. 3	21	1611	Poppy Court	\$ 104.19
489-212-17-00-8	TR. 5972	PH. 3	22	1621	Poppy Court	\$ 104.19
489-212-18-00-1	TR. 5972	PH. 3	23	1631	Poppy Court	\$ 104.19

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
489-212-19-00-4	TR. 5972	PH. 3	24	1641 Poppy Court	\$ 104.19
489-212-20-00-6	TR. 5972	PH. 3	25	1651 Poppy Court	\$ 104.19
489-220-01-00-0	TR. 5972	PH. 4	1	1740 Primrose Court	\$ 104.19
489-220-02-00-3	TR. 5972	PH. 4	2	1730 Primrose Court	\$ 104.19
489-220-03-00-6	TR. 5972	PH. 4	3	1720 Primrose Court	\$ 104.19
489-220-04-00-9	TR. 5972	PH. 4	4	1710 Primrose Court	\$ 104.19
489-220-05-00-2	TR. 5972	PH. 4	5	1700 Primrose Court	\$ 104.19
489-220-06-00-5	TR. 5972	PH. 4	6	1650 Primrose Court	\$ 104.19
489-220-07-00-8	TR. 5972	PH. 4	7	1640 Primrose Court	\$ 104.19
489-220-08-00-1	TR. 5972	PH. 4	8	1630 Primrose Court	\$ 104.19
489-220-09-00-4	TR. 5972	PH. 4	9	1620 Primrose Court	\$ 104.19
489-220-10-00-6	TR. 5972	PH. 4	10	1610 Primrose Court	\$ 104.19
489-220-11-00-9	TR. 5972	PH. 4	11	1600 Primrose Court	\$ 104.19
489-220-12-00-2	TR. 5972	PH. 4	12	1550 Primrose Court	\$ 104.19
489-220-13-00-5	TR. 5972	PH. 4	13	1540 Primrose Court	\$ 104.19
489-220-14-00-8	TR. 5972	PH. 4	14	1530 Primrose Court	\$ 104.19
489-220-15-00-1	TR. 5972	PH. 4	15	1520 Primrose Court	\$ 104.19
489-220-16-00-4	TR. 5972	PH. 4	16	1510 Primrose Court	\$ 104.19
489-220-17-00-7	TR. 5972	PH. 4	17	1511 Primrose Court	\$ 104.19
489-220-18-00-0	TR. 5972	PH. 4	18	1521 Primrose Court	\$ 104.19
489-220-19-00-3	TR. 5972	PH. 4	19	1531 Primrose Court	\$ 104.19
489-220-20-00-5	TR. 5972	PH. 4	20	1541 Primrose Court	\$ 104.19
489-220-21-00-8	TR. 5972	PH. 4	21	1551 Primrose Court	\$ 104.19
489-220-22-00-1	TR. 5972	PH. 4	22	1601 Primrose Court	\$ 104.19
489-220-23-00-4	TR. 5972	PH. 4	23	1611 Primrose Court	\$ 104.19
489-220-24-00-7	TR. 5972	PH. 4	24	1621 Primrose Court	\$ 104.19
489-220-25-00-0	TR. 5972	PH. 4	25	1631 Primrose Court	\$ 104.19
489-220-26-00-3	TR. 5972	PH. 4	26	1641 Primrose Court	\$ 104.19
489-220-27-00-6	TR. 5972	PH. 4	27	1651 Primrose Court	\$ 104.19
489-220-28-00-9	TR. 5972	PH. 4	28	1661 Primrose Court	\$ 104.19
489-220-29-00-2	TR. 5972	PH. 4	29	1671 Primrose Court	\$ 104.19
489-220-30-00-4	TR. 5972	PH. 4	30	1701 Primrose Court	\$ 104.19
489-220-31-00-7	TR. 5972	PH. 4	31	1711 Primrose Court	\$ 104.19
489-220-32-00-0	TR. 5972	PH. 4	32	1721 Primrose Court	\$ 104.19
489-220-33-00-3	TR. 5972	PH. 4	33	1731 Primrose Court	\$ 104.19
489-220-34-00-6	TR. 5972	PH. 4	34	1741 Primrose Court	\$ 104.19
489-220-35-00-9	TR. 5972	PH. 4	35	1751 Primrose Court	\$ 104.19

## EXHIBIT "D" METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Per Article 4 Section 53087.4(a)(1) of the Government Code. The formula used to calculate the amount spread to all parcels within the District for landscaping employs the basis "assessment unit" (AU). The AU is given a value of one (1) for a single family detached residential parcel with public streets and public streetlights.

The method of apportionment of assessment are as follows:  
Individual Costs:

100% of the cost of estimated operation and maintenance is divided on a proportional basis for R-1 lots within the assessment district. Lots are assessed a proportional share at time of Final Map recordation.

Duration of Assessments and Inflation Increases:

The duration of the assessments to be levied on all parcels of land within the Assessment District, as identified in the report, is perpetual. The annual amount of the assessment to be levied on each parcel of property in the Assessment District in any fiscal year may be increased by the percentage increase since July 1 in the Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area; provided  
However, that the amount of the assessment to be levied on any parcel in any fiscal year shall not be increased by more than 4%. The benchmark CPI to be used in this calculation shall include all items of the index, including food and energy items.

## PROPOSITION 218 BENEFIT ANALYSIS

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### Special Benefit

The continuing maintenance of landscaped areas in the District provides direct benefits to the properties within each respective Tract and provides a more pleasant environment to live, drive, walk, and work. The main function of these landscape improvements and related elements is to serve as a visually pleasing enhancement for the benefit of the adjoining developments for which the upgrades were constructed. These landscape improvements are an essential part of the physical environment of parcels in the district, and if not properly maintained these parcels would be aesthetically affected. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties located in a district.

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Tract

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### General Benefit

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside this Tract.

# EXHIBIT "E" TRACT DIAGRAMS

## LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 A MONUMENT ENCASUREMENT
- SET REBAR AND CAP MARKED 5332
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAMPHOUSE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ~~~~~ ABANDONMENT OF VEHICULAR ACCESS AND LOSS OF ONE FOOT NON-ACCESS EASEMENT
- SQUARED LOT
- 1/2 LANDSCAPE
- 1/2 RECORD PER TRACT NO. 5621 M.B. 44, PG. 142
- 1/2 SET 2" IRON PIPE WITH TAG MARKED L.S. 5332
- 1/2 RECORD PER P.M. 8017 P.M. BK. 26, PG. 61

## NOTES

- THE BLUE BORDERS INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF
- SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS, SLOPED CURVE AND 5" TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF LOT LINES FOR FRONT CORNERS

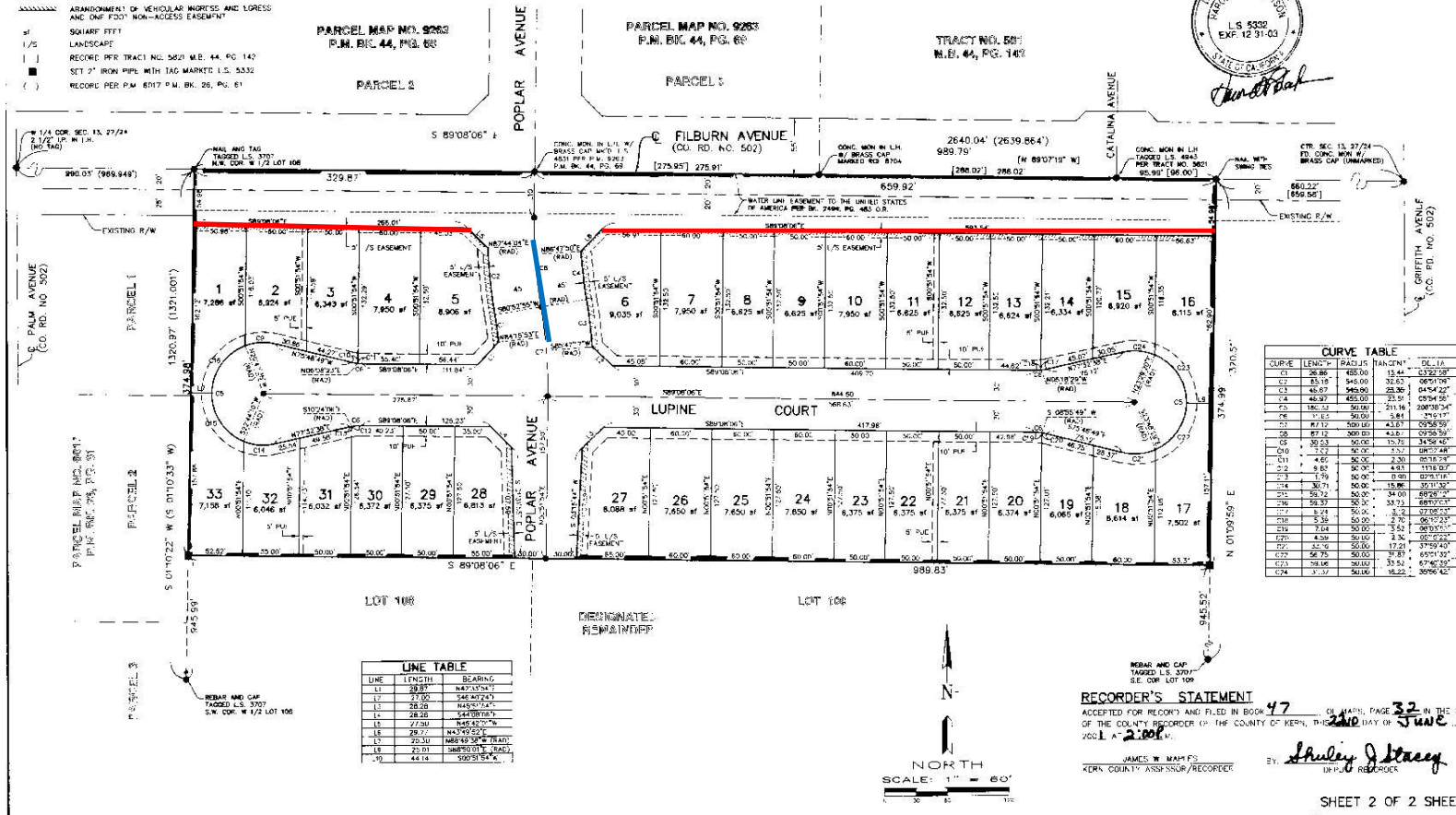
## BASIS OF BEARINGS

- THE BEARINGS OF S. 89°08'06" E SHOWN AS THE CENTERLINE OF FILBURN AVENUE ON PARCEL MAP NO. 8017 AS PER MAP RECORDED IN BOOK 26 OF PARCEL MAPS, AT PAGE 61 ON FILE IN THE OFFICE OF THE COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP

## TRACT No. 5972 PHASE ONE

33 LOTS

8.52 ACRES



# LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASEMENT
- SET REBAR AND CAP MARKED 5332
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAMPPOST
- N.C. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ===== ABANDONMENT OF VEHICULAR INGRESS AND EGRESS AND ONE FOOT NON-ADJ. EASEMENT
- sf SQUARE FEET
- L/S LANDSCAPE
- [ ] RECORD PER TRACT NO. 5871 M.B. 44, PG. 142
- SET 2" IRON PIPE WITH TAG MARKED L.S. 5332
- ( ) RECORD PER P.M. 6017 P.M. BK. 26, PG. 6

# NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS. SCRIBED CURB AND SET TAG ON CURB MARKER L.S. 5332 AT PROJECTIONS OF LOT LINES FOR FRONT CORNERS.

# BASIS OF BEARINGS

THE BEARING OF S 89°08'06" E SHOWN AS THE CENTERLINE OF FILBURN AVENUE ON PARCEL MAP NO. 8017 AS PER MAP RECORDED IN BOOK 26 OF PARCEL MAPS, AT PAGE 81 ON FILE IN THE OFFICE OF THE COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

# RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 47 OF MAPS, PAGE 34 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 20th DAY OF JUNE 2008 AT 2:00 P.M.

JAMES W. MAPLES  
KERN COUNTY ASSESSOR/RECORDER

BY *Shirley J. Slacey*  
DEPUTY COUNTY CLERK

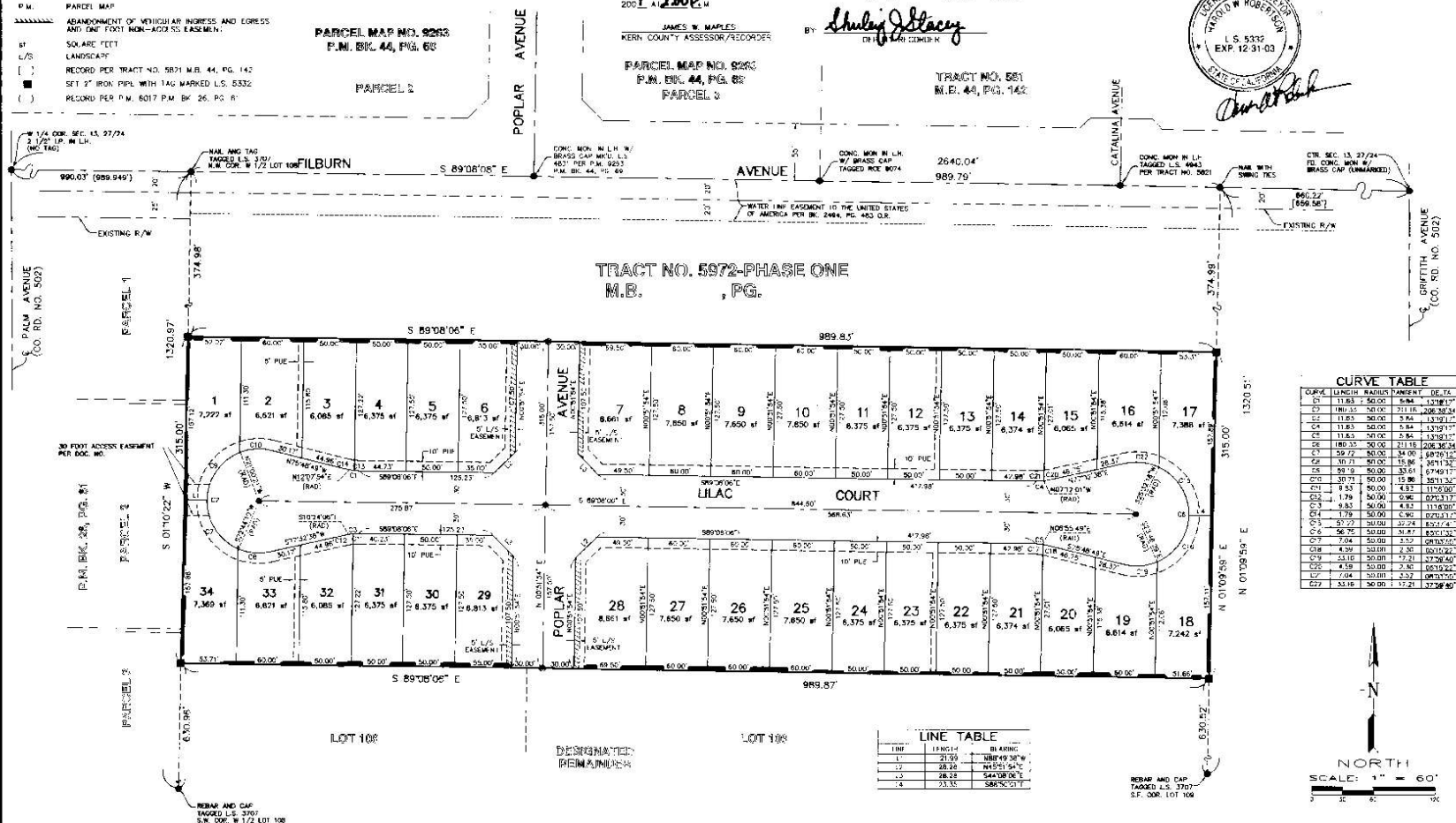
PARCEL MAP NO. 8263  
P.M. BK. 44, PG. 68  
PARCEL 2

TRACT NO. 581  
M.B. 44, PG. 142

# TRACT No. 5972 PHASE TWO

34 LOTS

7.16 ACRES



CHORD	LENGTH	RADIUS	TANGENT	AREA
C1	11.83	50.00	1.96	13.91
C2	180.33	50.00	211.18	206.30
C3	11.83	50.00	1.96	13.91
C4	11.83	50.00	1.96	13.91
C5	11.83	50.00	1.96	13.91
C6	180.33	50.00	211.18	206.30
C7	59.22	50.00	34.00	68.79
C8	180.33	50.00	211.18	206.30
C9	11.83	50.00	1.96	13.91
C10	11.83	50.00	1.96	13.91
C11	11.83	50.00	1.96	13.91
C12	11.83	50.00	1.96	13.91
C13	11.83	50.00	1.96	13.91
C14	11.83	50.00	1.96	13.91
C15	11.83	50.00	1.96	13.91
C16	11.83	50.00	1.96	13.91
C17	11.83	50.00	1.96	13.91
C18	11.83	50.00	1.96	13.91
C19	11.83	50.00	1.96	13.91
C20	11.83	50.00	1.96	13.91
C21	11.83	50.00	1.96	13.91
C22	11.83	50.00	1.96	13.91
C23	11.83	50.00	1.96	13.91
C24	11.83	50.00	1.96	13.91
C25	11.83	50.00	1.96	13.91
C26	11.83	50.00	1.96	13.91
C27	11.83	50.00	1.96	13.91
C28	11.83	50.00	1.96	13.91
C29	11.83	50.00	1.96	13.91
C30	11.83	50.00	1.96	13.91
C31	11.83	50.00	1.96	13.91
C32	11.83	50.00	1.96	13.91
C33	11.83	50.00	1.96	13.91
C34	11.83	50.00	1.96	13.91

LINE	LENGTH	BEARING
1	28.79	S 89°08'06" E
2	28.79	N 01°09'54" W
3	28.79	S 89°08'06" E
4	28.79	N 01°09'54" W

#201-087026

11-1A TR 5972-2

34



# LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 8" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASEMENT
- SET 2" IRON PIPE WITH TAG L.S. 5332
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAHPHOLE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP

- ABANDONMENT OF VEHICULAR ACCESS AND EGRESS AND ONE FOOT NON-ACCESS EASEMENT
- SQUARE FEET
- LANDSCAPE
- RECORD PER TRACT NO. 5821 M.B. 44, PG. 142
- FOUND 2" IRON PIPE WITH TAG MARKED L.S. 5332 PER TRACT 5812 PHASE 2 M.B. 47, PG. 34
- RECORD PER P.M. 8017 P.M. BK. 26, PG. 61
- FOUND 8" CONCRETE MONUMENT W/ BRASS CAP L.S. 5332 PER TRACT 5972 PHASE 2 M.B. 47, PG. 34

## BASIS OF BEARINGS

THE BEARING OF S. 89°08'06" E SHOWN AS THE CENTERLINE OF FILBURN AVENUE ON PARCEL MAP NO. 8017 AS PER MAP RECORDED IN BOOK 26 OF PARCEL MAPS, AT PAGE 61 ON FILE IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

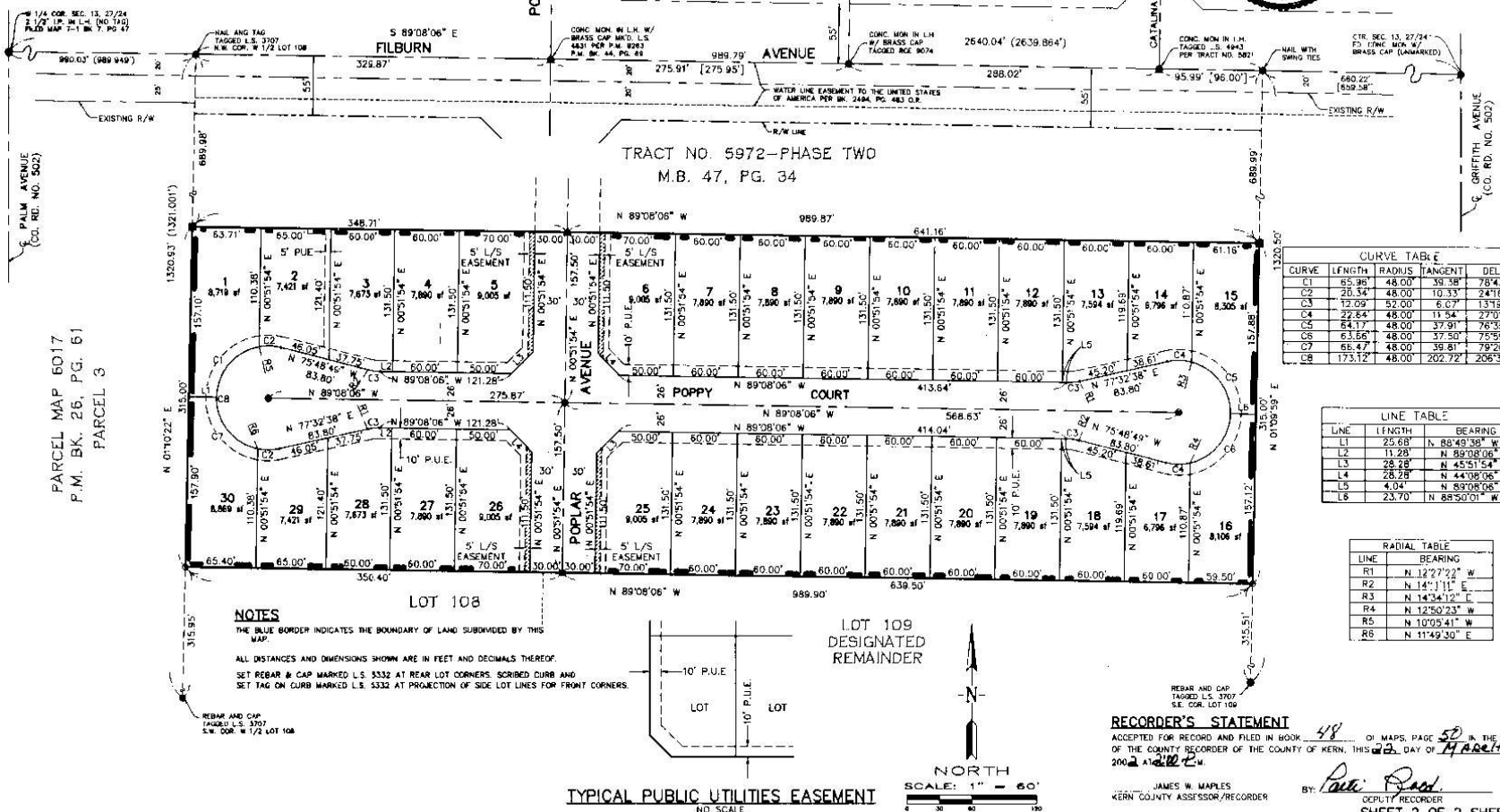
# TRACT No. 5972 PHASE THREE

30 LOTS

7.16 ACRES



TRACT MAP 5821  
M.B. 44, PG. 142



CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	85.30'	48.00'	39.38'	78°43'53"
C2	20.34'	48.00'	10.33'	24°18'52"
C3	12.09'	52.00'	6.07'	13°19'17"
C4	22.64'	48.00'	11.54'	27°01'34"
C5	84.17'	48.00'	37.91'	78°35'43"
C6	63.66'	48.00'	37.50'	75°58'39"
C7	66.47'	48.00'	39.81'	78°20'52"
C8	173.12'	48.00'	202.72'	206°38'34"

LINE	LENGTH	BEARING
L1	25.68'	N. 88°49'38" W. RAD.
L2	11.28'	N. 89°08'06" W.
L3	28.28'	N. 45°51'54" E.
L4	28.28'	N. 44°08'06" W.
L5	4.04'	N. 89°08'06" W.
L6	23.70'	N. 88°50'01" W. RAD.

LINE	BEARING
R1	N. 12°27'22" W.
R2	N. 14°11'11" E.
R3	N. 14°54'12" E.
R4	N. 12°50'23" W.
R5	N. 10°05'41" W.
R6	N. 11°49'30" E.

## NOTES

- THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS, SCRIBED CURB AND SET TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF SIDE LOT LINES FOR FRONT CORNERS.

## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 48 OF MAPS, PAGE 50 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 22 DAY OF March 2002 A.D.

JAMES W. MAPLES  
KERN COUNTY ASSESSOR/RECORDER

BY: *Patricia Rader*  
COUNTY RECORDER

SHEET 2 OF 2 SHEETS

# 202045785

11-1A TR 5972-3 M-1

50



# LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 8" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASUREMENT
- SET 2" IRON PIPE WITH TAG L.S. 5332
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.M. LANDMORSE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ABANDONMENT OF VEHICULAR INGRESS AND EGRESS AND ONE FOOT HIGH ACCESS EASEMENT
- S/ SQUARE FEET
- L/S LANDSCAPE
- [ ] RECORD PER TRACT NO. 5821 M.B. 44, PG. 142
- RECORD PER TRACT 5072 PHASE 3 M.B. PG. 142
- ( ) RECORD PER P.M. 6017 P.M. BK. 26, PG. 51
- ▲ FOUND 6" CONCRETE MONUMENT W/ BRASS CAP L.S. 5332 PER TRACT 5072 PHASE 3 M.B. PG. 142

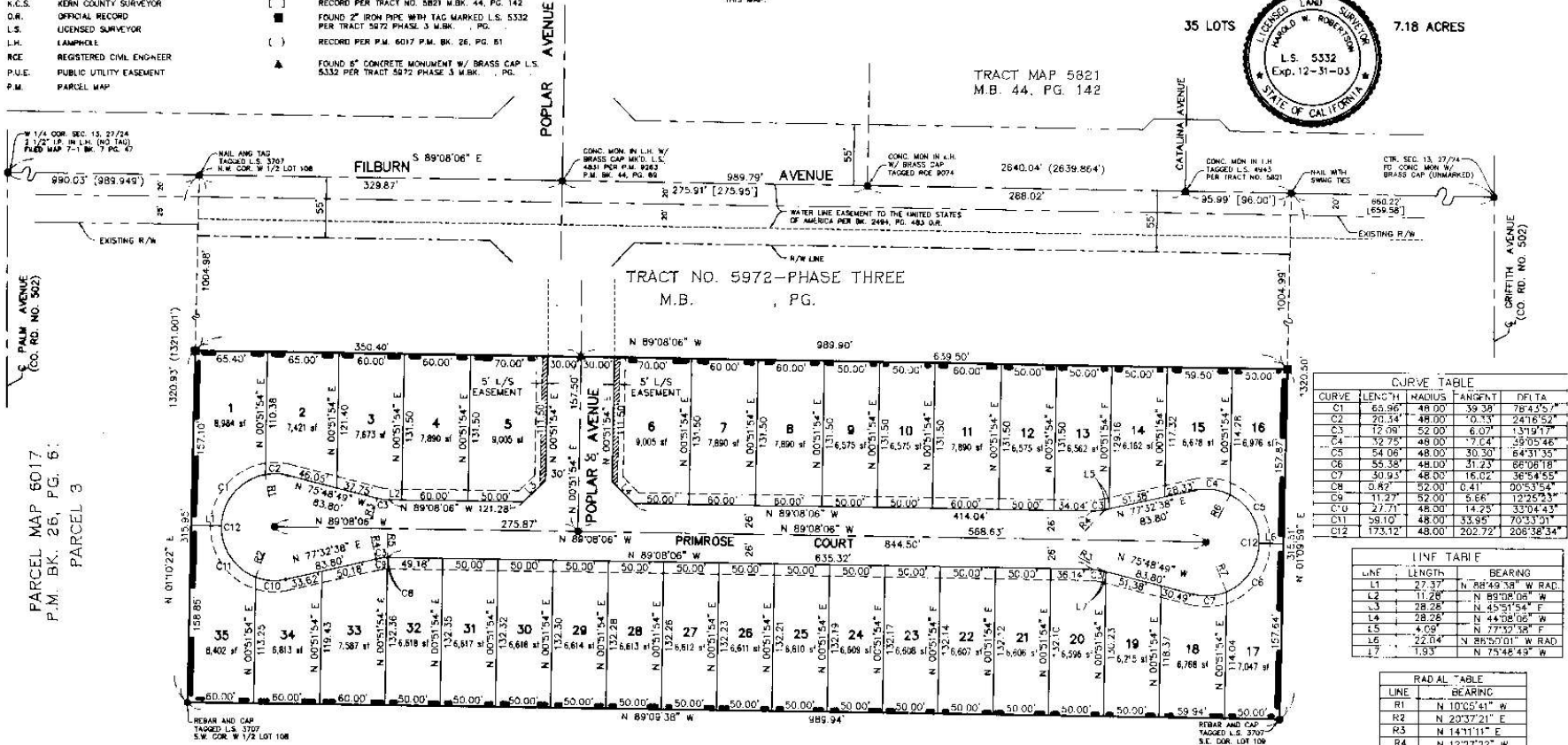
## BASIS OF BEARINGS

THE BEARING OF S 89°08'06" E SHOWN AS THE CENTERLINE OF FILBURN AVENUE ON PARCEL MAP NO. 5017 AS PER MAP REPORTED IN BOOK 28 OF PARCEL MAPS, AT PAGE 51 ON FILE IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

# TRACT No. 5972 PHASE FOUR

35 LOTS

7.18 ACRES



CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	65.96'	48.00'	39.38'	78°43'55"
C2	20.14'	48.00'	0.13'	24°16'52"
C3	12.08'	52.00'	6.03'	13°19'17"
C4	12.78'	48.00'	7.04'	19°05'48"
C5	54.06'	48.00'	30.30'	64°31'35"
C6	55.38'	48.00'	31.23'	68°08'18"
C7	30.93'	48.00'	16.02'	36°54'55"
C8	8.48'	52.00'	0.41'	05°33'52"
C9	11.27'	52.00'	6.66'	12°52'11"
C10	27.71'	48.00'	14.25'	33°04'43"
C11	58.10'	48.00'	33.95'	70°33'31"
C12	173.12'	48.00'	202.72'	208°38'34"

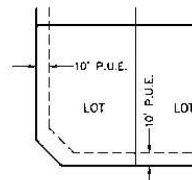
LINE TABLE		
LINE	LENGTH	BEARING
L1	27.37'	N 89°08'06" W RAD.
L2	11.28'	N 89°08'06" W
L3	28.28'	N 45°51'54" E
L4	28.28'	N 44°08'06" W
L5	4.09'	N 77°32'38" E
L6	22.04'	N 89°57'01" W RAD.
L7	1.93'	N 75°48'45" W

RADIAL TABLE	
LINE	BEARING
R1	N 10°05'41" W
R2	N 20°37'21" E
R3	N 14°11'11" E
R4	N 12°27'22" W
R5	N 00°02'00" W
R6	N 26°38'24" E
R7	N 22°43'44" W

## NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS, Scribed CURB AND SET TAG ON CURB MARKED L.S. 5332 AT PROJECTION OF SIDE LOT LINES FOR FRONT CORNERS.

## TYPICAL PUBLIC UTILITIES EASEMENT



## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 48 OF MAPS, PAGE 52 OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 22 DAY OF MARCH 2002 AT 2:00 P.M.

JAMES W. NAPLES  
KERN COUNTY ASSESSOR/RECORDER

BY: *Patricia Rood*  
DEPUTY RECORDER  
SHEET 2 OF 2 SHEETS

# 202045786

11-1A TR 5972-4 M-1

## **EXHIBIT "F" FINDINGS**

### **STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218 (Effective July 1, 1997)**

#### **CITY OF WASCO**

##### **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 01-01**

- I. All properties comprising Landscape and Lighting Maintenance District No. 01-01 were entered into the District by the Developers of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. Tract 5972 Phase One and Phase Two were included in and established the Landscape and Lighting Maintenance District No. 01-01 on June 22, 2001
- III. Tract 5972 Phase Three and Four were included in the Landscape and Lighting Maintenance District No. 1 on March 22, 2002.



# ATTACHMENTS

## APPENDIX "A" TRACT 5972 LOCATION MAP



MAINTAINED LANDSCAPED MEDIAN

MAINTAINED STREET LANDSCAPE

## ENGINEER'S REPORT AND ASSESSMENT

CITY OF WASCO  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-02  
FUND 20667

**Fiscal Year 2021-2022**

TRACT 5305 PHASE 1-3  
TRACT 6449 PHASE 1-3  
TRACT 6282



**PREPARED BY:**

**BHT ENGINEERING, INC.  
218 S. H St. Ste. 201  
BAKERSFIELD, CA. 93304  
(661) 558-4641**



**JUNE 2021**

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# CITY OF WASCO ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-02

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: \_\_\_\_\_

By: JUAN M. PANTOJA  
Juan M. Pantoja, PE - Engineer of Work

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Wasco, California, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern, State of California, on the day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

## ENGINEER OF WORK STATEMENT

### CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 01-02

I, Juan M. Pantoja, Engineer of Work for Landscape and Lighting Maintenance District No. 01-02 (District), City of Wasco, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The City of Wasco annually levies and collects special assessments in order to maintain the improvements which are subject to this report and are briefly described as follows:

1. The maintenance, repair, replacement, and operating expenses associated with all streetlights within the boundaries of the District as shown on the Street Improvement Plans for the district.
2. The servicing, operation, maintenance, repair, and replacement of the designated landscaping, including park landscaping, and appurtenant facilities within the Boundaries of the District. Landscaping shall include trees, shrubs, turf or other ornamental vegetation, related plumbing and irrigation facilities, related ornamental structures, fences, walls, and lighting which are intended to beautify and aesthetically enhance the environment of the District, either generally or specifically, for the benefit of the property owners therein. Public lighting facilities shall include lights, poles, standards, overhead or underground wiring, distribution facilities, and related paving or foundation improvements which are intended to provide lighting for the security and safety of the property owners of the District.
3. The Engineer's Report for Landscape and Lighting Maintenance District No. 01-02 includes landscaped areas as given in maps that are on file at City Hall with the City Clerk of the City of Wasco and is made a part of this report by reference (as Exhibit "E").

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report. The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22.



## INTRODUCTION

The City Council of the City of Wasco adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement of issuance of a permit for construction of commercial, industrial and planned unit development.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment to be made in the same manner and same time in conjunction with the ad valorem (in proportion to the value) tax for each Property. The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the Landscape and Lighting Maintenance District No. 01-02 ("District") as herein described, the City Council will set the assessment for the ensuing fiscal year. In setting the annual assessment City Council will consider any fund balances or shortages and adjust the annual assessment accordingly.

In July 2002, the City formed Landscape and Lighting Maintenance District No. 01-02 ("District") for the maintenance of landscaping, lighting and appurtenant facilities within the boundaries of Tract 5305, Phases 1, 2 and 3. Tract 6282 and Tract 6449 Phase 1 were added to this District in July 2006.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the District on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22. This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

This report consists of six parts as follows:

#### **A) PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in entirety by reference. The plans show the general nature, location, and extent of the improvements.

#### **B) ESTIMATE OF THE COST OF THE IMPROVEMENTS**

An estimate of the cost of landscape maintenance improvements.

#### **C) DIAGRAM OF THE ASSESSMENT DISTRICT**

Being a list showing the Tract Number, Lot number, Landscape and Lighting District Assessment Number, Assessor's Parcel Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office as of May 2020, or as known to the Clerk, and the Assessment for each parcel for the 2021/22 Tax year. This listing is keyed to the lots by assessment number as shown in "EXHIBIT C"

#### **D) ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

#### **E) TRACT DIAGRAMS**

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by assessment number.

#### **F) FINDINGS**

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 1, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.

## EXHIBIT "A" DESCRIPTION OF IMPROVEMENTS

### **WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-02** (Pursuant to the Landscaping and Lighting Act of 1972)

The improvements covered under this District are outlined as follows:

5 – 9500 Lumen Street Light  
19 – 5800 Lumen Street Lights  
Approximately 35,000 square feet of Landscaping in Tract 5305  
Landscaping and lighting from Tract 6282 and Tract 6449 Phases 1-3

#### **Location of Landscaping, Lighting and Appurtenant Facilities**

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "E" herein and include the following subdivisions, lots, and/or parcels:

Tract 5305, Phase 1 (Lots 1-40 inclusive)  
Tract 5305, Phase 2 (Lots 1-36 inclusive)  
Tract 5305, Phase 3 (Lots 1-30 inclusive)  
Tract 6449, Phase 1 (Lots 1-53, inclusive)  
Tract 6449, Phase 2 (Lots 1 -28, inclusive)  
Tract 6449, Phase 3 (Lots 1 -28, inclusive)  
Tract 6282 (Lots 1-48, inclusive)

#### **Plans and Specifications**

With exception of the future incremental installation of landscaping and irrigation improvements within dedicated belt park areas by city forces, the installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting, and appurtenant facilities, as previously described are within the boundaries of the district shown on the Assessment Diagram, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Engineer and incorporated herein by reference.

## EXHIBIT "B" ESTIMATE OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-02

ESTIMATED FUND BALANCE (DEFICIT)

AS OF JUNE 30, 2021

\*((\$16,924.03)

\*Beginning Estimated Fund Balance as of June 30, 2021 has been adjusted from prior year report.

#### PROJECTED EXPENDITURES & USES

PERSONNEL	
Salary	\$ 9,209.22
Administration Fees	\$ 76.32
Overtime	\$ 50.88
FICA	\$ 712.28
Retirement Benefit	\$ 1,035.51
Unfunded Retirement Benefit	\$ 3,190.52
Group Insurance	\$ 4,104.09
Workers Comp	\$ 830.99
Tools & Equipment	\$ 508.77
Boots	\$ 200.00
Fuel	\$ 423.98
Uniforms	\$ 200.00
Training and Travel	\$ 250.00
IT Services	\$ 3,111.00
Shop Services	\$ 2,477.00
Facility Services	\$ 2,965.00
NON-PERSONNEL	
Materials/Supplies	\$ 1,000.00
Repair & Maintenance	\$ 500.00
Utilities	\$ 4,000.00
Professional Services	\$ 1,600.00

**TOTAL OPERATING EXPENDITURES \$ 40,068.37**

PROJECTED REVENUE FROM LANDSCAPE MAINTENANCE

DISTRICT NO 01-02

**FY2021-2022 (Annual) 261 lots @ \$133.27 ea.**

\$ 35,548.71

ESTIMATED FUND (DEFICIT) AS OF JUNE 30, 2021

\$ 4,519.66

This District is showing a deficit so the city is allowed to apply an increase equal to the Consumer Price Index (CPI) for the Los Angeles – Long Beach-Anaheim Area, for all items, for Jan 2019 –Jan 2020 (calendar year prior to assessment period), not to exceed 4%.

FY 2021/22 Assessment break-down

Annual Assessment charged per Lot in FY 2020/21:	\$ 133.27
CPI (2.2%):	\$ 2.93
City of Wasco assessment per parcel:	\$ 136.20
Kern County Administration Charge per parcel	\$ 0.24
<b>Fund 20667 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 136.44</b>

## EXHIBIT "C" ASSESSMENT ROLL

### ASSESSMENT ROLL FUND 20667

#### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 01-02

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
488-271-01-00-5	TR. 6449	PH. 1	1	830 Sauvignon Street	\$ 136.44
488-272-01-00-2	TR. 6449	PH. 1	2	2700 Grape Vine Lane	\$ 136.44
488-272-02-00-5	TR. 6449	PH. 1	3	2708 Grape Vine Lane	\$ 136.44
488-272-03-00-8	TR. 6449	PH. 1	4	2716 Grape Vine Lane	\$ 136.44
488-272-04-00-1	TR. 6449	PH. 1	5	2724 Grape Vine Lane	\$ 136.44
488-272-05-00-4	TR. 6449	PH. 1	6	2732 Grape Vine Lane	\$ 136.44
488-272-06-00-7	TR. 6449	PH. 1	7	2740 Grape Vine Lane	\$ 136.44
488-272-07-00-0	TR. 6449	PH. 1	8	2748 Grape Vine Lane	\$ 136.44
488-272-08-00-3	TR. 6449	PH. 1	9	2756 Grape Vine Lane	\$ 136.44
488-272-09-00-6	TR. 6449	PH. 1	10	2764 Grape Vine Lane	\$ 136.44
488-272-10-00-8	TR. 6449	PH. 1	11	2772 Grape Vine Lane	\$ 136.44
488-272-11-00-1	TR. 6449	PH. 1	12	2780 Grape Vine Lane	\$ 136.44
488-273-01-00-9	TR. 6449	PH. 1	13	831 Cabernet Drive	\$ 136.44
488-273-02-00-2	TR. 6449	PH. 1	14	841 Cabernet Drive	\$ 136.44
488-273-03-00-5	TR. 6449	PH. 1	15	901 Cabernet Drive	\$ 136.44
488-273-04-00-8	TR. 6449	PH. 1	16	911 Cabernet Drive	\$ 136.44
488-273-05-00-1	TR. 6449	PH. 1	17	921 Cabernet Drive	\$ 136.44
488-273-07-00-7	TR. 6449	PH. 1	18	2773 Chardonnay Lane	\$ 136.44
488-273-08-00-0	TR. 6449	PH. 1	19	2765 Chardonnay Lane	\$ 136.44
488-273-09-00-3	TR. 6449	PH. 1	20	2757 Chardonnay Lane	\$ 136.44
488-273-10-00-5	TR. 6449	PH. 1	21	2749 Chardonnay Lane	\$ 136.44
488-273-11-00-8	TR. 6449	PH. 1	22	2741 Chardonnay Lane	\$ 136.44
488-273-12-00-1	TR. 6449	PH. 1	23	2733 Chardonnay Lane	\$ 136.44
488-274-01-00-6	TR. 6449	PH. 1	24	2725 Chardonnay Lane	\$ 136.44
488-274-02-00-9	TR. 6449	PH. 1	25	2717 Chardonnay Lane	\$ 136.44
488-274-03-00-2	TR. 6449	PH. 1	26	2709 Chardonnay Lane	\$ 136.44
488-274-04-00-5	TR. 6449	PH. 1	27	2701 Chardonnay Lane	\$ 136.44
488-274-05-00-8	TR. 6449	PH. 1	28	930 Sauvignon Street	\$ 136.44
488-274-06-00-1	TR. 6449	PH. 1	29	921 Sauvignon Street	\$ 136.44
488-274-07-00-4	TR. 6449	PH. 1	30	910 Sauvignon Street	\$ 136.44
488-274-08-00-7	TR. 6449	PH. 1	31	900 Sauvignon Street	\$ 136.44
488-275-01-00-3	TR. 6449	PH. 1	32	2701 Grape Vine Lane	\$ 136.44
488-275-02-00-6	TR. 6449	PH. 1	33	2709 Grape Vine Lane	\$ 136.44
488-275-03-00-9	TR. 6449	PH. 1	34	2717 Grape Vine Lane	\$ 136.44
488-275-04-00-2	TR. 6449	PH. 1	35	2725 Grape Vine Lane	\$ 136.44
488-275-05-00-5	TR. 6449	PH. 1	36	2733 Grape Vine Lane	\$ 136.44
488-275-06-00-8	TR. 6449	PH. 1	37	2741 Grape Vine Lane	\$ 136.44
488-275-07-00-1	TR. 6449	PH. 1	38	2749 Grape Vine Lane	\$ 136.44
488-275-08-00-4	TR. 6449	PH. 1	39	2757 Grape Vine Lane	\$ 136.44

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
488-275-09-00-7	TR. 6449	PH. 1	40	2765 Grape Vine Lane	\$ 136.44
488-275-10-00-9	TR. 6449	PH. 1	41	2773 Grape Vine Lane	\$ 136.44
488-275-11-00-2	TR. 6449	PH. 1	42	2781 Grape Vine Lane	\$ 136.44
488-275-12-00-5	TR. 6449	PH. 1	43	2772 Chardonnay Lane	\$ 136.44
488-275-13-00-8	TR. 6449	PH. 1	44	2764 Chardonnay Lane	\$ 136.44
488-275-14-00-1	TR. 6449	PH. 1	45	2756 Chardonnay Lane	\$ 136.44
488-275-15-00-4	TR. 6449	PH. 1	46	2748 Chardonnay Lane	\$ 136.44
488-275-16-00-7	TR. 6449	PH. 1	47	2740 Chardonnay Lane	\$ 136.44
488-275-17-00-0	TR. 6449	PH. 1	48	2732 Chardonnay Lane	\$ 136.44
488-275-18-00-3	TR. 6449	PH. 1	49	2724 Chardonnay Lane	\$ 136.44
488-275-19-00-6	TR. 6449	PH. 1	50	2716 Chardonnay Lane	\$ 136.44
488-275-20-00-8	TR. 6449	PH. 1	51	2708 Chardonnay Lane	\$ 136.44
488-275-21-00-1	TR. 6449	PH. 1	52	2700 Chardonnay Lane	\$ 136.44
488-281-01-00-8	TR. 6282	0	1	367 Beckes Street	\$ 136.44
488-281-02-00-1	TR. 6282	0	2	357 Beckes Street	\$ 136.44
488-281-03-00-4	TR. 6282	0	3	347 Beckes Street	\$ 136.44
488-281-04-00-7	TR. 6282	0	4	337 Beckes Street	\$ 136.44
488-281-05-00-0	TR. 6282	0	5	327 Beckes Street	\$ 136.44
488-281-06-00-3	TR. 6282	0	6	317 Beckes Street	\$ 136.44
488-281-07-00-6	TR. 6282	0	7	316 Salvador Avenue	\$ 136.44
488-281-08-00-9	TR. 6282	0	8	326 Salvador Avenue	\$ 136.44
488-281-09-00-2	TR. 6282	0	9	336 Salvador Avenue	\$ 136.44
488-281-10-00-4	TR. 6282	0	10	346 Salvador Avenue	\$ 136.44
488-281-11-00-7	TR. 6282	0	11	356 Salvador Avenue	\$ 136.44
488-281-12-00-0	TR. 6282	0	12	2601 Bettis Avenue	\$ 136.44
488-281-13-00-3	TR. 6282	0	13	2609 Bettis Avenue	\$ 136.44
488-281-14-00-6	TR. 6282	0	14	2617 Bettis Avenue	\$ 136.44
488-281-15-00-9	TR. 6282	0	15	2625 Bettis Avenue	\$ 136.44
488-281-16-00-2	TR. 6282	0	16	2633 Bettis Avenue	\$ 136.44
488-282-01-00-5	TR. 6282	0	17	2719 Bettis Avenue	\$ 136.44
488-282-02-00-8	TR. 6282	0	18	2727 Bettis Avenue	\$ 136.44
488-282-03-00-1	TR. 6282	0	19	2735 Bettis Avenue	\$ 136.44
488-282-04-00-4	TR. 6282	0	20	2743 Bettis Avenue	\$ 136.44
488-282-05-00-7	TR. 6282	0	21	2751 Bettis Avenue	\$ 136.44
488-282-06-00-0	TR. 6282	0	22	2759 Bettis Avenue	\$ 136.44
488-282-07-00-3	TR. 6282	0	23	2767 Bettis Avenue	\$ 136.44
488-282-08-00-6	TR. 6282	0	24	2775 Bettis Avenue	\$ 136.44
488-282-09-00-9	TR. 6282	0	25	2783 Bettis Avenue	\$ 136.44
488-282-10-00-1	TR. 6282	0	26	2791 Bettis Avenue	\$ 136.44
488-282-11-00-4	TR. 6282	0	27	2799 Bettis Avenue	\$ 136.44
488-283-02-00-5	TR. 6282	0	29	2784 Bettis Avenue	\$ 136.44
488-283-03-00-8	TR. 6282	0	30	2776 Bettis Avenue	\$ 136.44
488-283-04-00-1	TR. 6282	0	31	2768 Bettis Avenue	\$ 136.44
488-283-05-00-4	TR. 6282	0	32	2760 Bettis Avenue	\$ 136.44
488-283-06-00-7	TR. 6282	0	33	2752 Bettis Avenue	\$ 136.44

488-283-07-00-0	TR. 6282	0	34	2744	Bettis Avenue	\$ 136.44
488-284-01-00-9	TR. 6282	0	35	2734	Bettis Avenue	\$ 136.44
488-284-02-00-2	TR. 6282	0	36	2726	Bettis Avenue	\$ 136.44
488-284-03-00-5	TR. 6282	0	37	2718	Bettis Avenue	\$ 136.44
488-284-04-00-8	TR. 6282	0	38	2626	Bettis Avenue	\$ 136.44
<b>ASSESSOR'S TAX NUMBER</b>	<b>TRACT</b>	<b>PHASE</b>	<b>LOT #</b>	<b>SITE ADDRESS</b>		<b>ANNUAL ASSESSMENT</b>
488-284-05-00-1	TR. 6282	0	39	2618	Bettis Avenue	\$ 136.44
488-284-06-00-4	TR. 6282	0	40	2608	Bettis Avenue	\$ 136.44
488-284-07-00-7	TR. 6282	0	41	2600	Bettis Avenue	\$ 136.44
488-284-08-00-0	TR. 6282	0	42	2601	Spruce Avenue	\$ 136.44
488-284-09-00-3	TR. 6282	0	43	2609	Spruce Avenue	\$ 136.44
488-284-10-00-5	TR. 6282	0	44	2619	Spruce Avenue	\$ 136.44
488-284-11-00-8	TR. 6282	0	45	2629	Spruce Avenue	\$ 136.44
488-284-12-00-1	TR. 6282	0	46	2719	Spruce Avenue	\$ 136.44
488-284-13-00-4	TR. 6282	0	47	2729	Spruce Avenue	\$ 136.44
488-284-14-00-7	TR. 6282	0	48	2739	Spruce Avenue	\$ 136.44
488-321-01-00-9	TR. 6449	PH. 2	1	2771	Mondavi Court	\$ 136.44
488-321-03-00-5	TR. 6449	PH. 2	3	2763	Mondavi Court	\$ 136.44
488-321-04-00-8	TR. 6449	PH. 2	4	2759	Mondavi Court	\$ 136.44
488-321-05-00-1	TR. 6449	PH. 2	5	2753	Mondavi Court	\$ 136.44
488-321-06-00-4	TR. 6449	PH. 2	6	2747	Mondavi Court	\$ 136.44
488-321-07-00-7	TR. 6449	PH. 2	7	2743	Mondavi Court	\$ 136.44
488-321-08-00-0	TR. 6449	PH. 2	8	2739	Mondavi Court	\$ 136.44
488-321-09-00-3	TR. 6449	PH. 2	9	2735	Mondavi Court	\$ 136.44
488-321-10-00-5	TR. 6449	PH. 2	10	2729	Mondavi Court	\$ 136.44
488-321-11-00-8	TR. 6449	PH. 2	11	2723	Mondavi Court	\$ 136.44
488-321-12-00-1	TR. 6449	PH. 2	12	2719	Mondavi Court	\$ 136.44
488-321-13-00-4	TR. 6449	PH. 2	13	2713	Mondavi Court	\$ 136.44
488-321-14-00-7	TR. 6449	PH. 2	14	2707	Mondavi Court	\$ 136.44
488-321-15-00-0	TR. 6449	PH. 2	15	2703	Mondavi Court	\$ 136.44
488-321-16-00-3	TR. 6449	PH. 2	16	2702	Mondavi Court	\$ 136.44
488-321-17-00-6	TR. 6449	PH. 2	17	2708	Mondavi Court	\$ 136.44
488-321-18-00-9	TR. 6449	PH. 2	18	2714	Mondavi Court	\$ 136.44
488-321-19-00-2	TR. 6449	PH. 2	19	2720	Mondavi Court	\$ 136.44
488-321-20-00-4	TR. 6449	PH. 2	20	2726	Mondavi Court	\$ 136.44
488-321-21-00-7	TR. 6449	PH. 2	21	2730	Mondavi Court	\$ 136.44
488-321-22-00-0	TR. 6449	PH. 2	2	2767	Mondavi Court	\$ 136.44
488-322-01-00-6	TR. 6449	PH. 2	28	2768	Mondavi Court	\$ 136.44
488-322-02-00-9	TR. 6449	PH. 2	27	2762	Mondavi Court	\$ 136.44
488-322-03-00-2	TR. 6449	PH. 2	26	2758	Mondavi Court	\$ 136.44
488-322-04-00-5	TR. 6449	PH. 2	25	2752	Mondavi Court	\$ 136.44
488-322-05-00-8	TR. 6449	PH. 2	24	2726	Mondavi Court	\$ 136.44
488-322-06-00-1	TR. 6449	PH. 2	23	2742	Mondavi Court	\$ 136.44
488-322-07-00-4	TR. 6449	PH. 2	22	2736	Mondavi Court	\$ 136.44
488-341-01-00-5	TR. 6449	PH. 3	1	827	Cabernet Drive	\$ 136.44
488-341-02-00-8	TR. 6449	PH. 3	2	821	Cabernet Drive	\$ 136.44
488-341-03-00-1	TR. 6449	PH. 3	3	815	Cabernet Drive	\$ 136.44
488-341-04-00-4	TR. 6449	PH. 3	4	2764	Bordeaux Drive	\$ 136.44
488-341-05-00-7	TR. 6449	PH. 3	5	2756	Bordeaux Drive	\$ 136.44
488-341-06-00-0	TR. 6449	PH. 3	6	2750	Bordeaux Drive	\$ 136.44
488-341-07-00-3	TR. 6449	PH. 3	7	2744	Sauvignon Street	\$ 136.44



488-341-08-00-6	TR. 6449	PH. 3	8	2740	Sauvignon Street	\$	136.44
488-342-01-00-2	TR. 6449	PH. 3	9	2734	Sauvignon Street	\$	136.44
488-342-02-00-5	TR. 6449	PH. 3	10	2728	Bordeaux Drive	\$	136.44
488-342-03-00-8	TR. 6449	PH. 3	11	2724	Bordeaux Drive	\$	136.44
488-342-04-00-1	TR. 6449	PH. 3	12	2720	Bordeaux Drive	\$	136.44

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS		ANNUAL ASSESSMENT
488-342-05-00-4	TR. 6449	PH. 3	13	2716	Bordeaux Drive	\$ 136.44
488-342-06-00-7	TR. 6449	PH. 3	14	2710	Bordeaux Drive	\$ 136.44
488-342-07-00-0	TR. 6449	PH. 3	15	2704	Bordeaux Drive	\$ 136.44
488-342-08-00-0	TR. 6449	PH. 3	16	820	Sauvignon Street	\$ 136.44
488-342-09-00-6	TR. 6449	PH. 3	17	824	Sauvignon Street	\$ 136.44
488-343-01-00-9	TR. 6449	PH. 3	18	2701	Bordeaux Drive	\$ 136.44
488-343-02-00-2	TR. 6449	PH. 3	19	2709	Bordeaux Drive	\$ 136.44
488-343-03-00-5	TR. 6449	PH. 3	20	2715	Bordeaux Drive	\$ 136.44
488-343-04-00-8	TR. 6449	PH. 3	21	2721	Bordeaux Drive	\$ 136.44
488-343-05-00-1	TR. 6449	PH. 3	22	2727	Bordeaux Drive	\$ 136.44
488-343-06-00-4	TR. 6449	PH. 3	23	2733	Bordeaux Drive	\$ 136.44
488-343-07-00-7	TR. 6449	PH. 3	24	2739	Bordeaux Drive	\$ 136.44
488-343-08-00-0	TR. 6449	PH. 3	25	2743	Bordeaux Drive	\$ 136.44
488-343-09-00-3	TR. 6449	PH. 3	26	2747	Bordeaux Drive	\$ 136.44
488-343-10-00-5	TR. 6449	PH. 3	27	2753	Bordeaux Drive	\$ 136.44
488-343-11-00-8	TR. 6449	PH. 3	28	2759	Bordeaux Drive	\$ 136.44
490-121-01-00-8	TR. 5305	PH. 1	1	2760	Flower Street	\$ 136.44
490-121-02-00-1	TR. 5305	PH. 1	2	2750	Flower Street	\$ 136.44
490-121-03-00-4	TR. 5305	PH. 1	3	2740	Flower Street	\$ 136.44
490-121-04-00-7	TR. 5305	PH. 1	4	2730	Flower Street	\$ 136.44
490-121-05-00-0	TR. 5305	PH. 1	5	2720	Flower Street	\$ 136.44
490-121-06-00-3	TR. 5305	PH. 1	6	2710	Flower Street	\$ 136.44
490-121-07-00-6	TR. 5305	PH. 1	7	2711	Yosemite Court	\$ 136.44
490-121-08-00-9	TR. 5305	PH. 1	8	2721	Yosemite Court	\$ 136.44
490-121-09-00-2	TR. 5305	PH. 1	9	2731	Yosemite Court	\$ 136.44
490-121-10-00-4	TR. 5305	PH. 1	10	2741	Yosemite Court	\$ 136.44
490-121-11-00-7	TR. 5305	PH. 1	11	2751	Yosemite Court	\$ 136.44
490-121-12-00-0	TR. 5305	PH. 1	12	2761	Yosemite Court	\$ 136.44
490-121-13-00-3	TR. 5305	PH. 1	13	2760	Yosemite Court	\$ 136.44
490-121-14-00-6	TR. 5305	PH. 1	14	2750	Yosemite Court	\$ 136.44
490-121-15-00-9	TR. 5305	PH. 1	15	2740	Yosemite Court	\$ 136.44
490-121-16-00-2	TR. 5305	PH. 1	16	2730	Yosemite Court	\$ 136.44
490-121-17-00-5	TR. 5305	PH. 1	17	2720	Yosemite Court	\$ 136.44
490-121-18-00-8	TR. 5305	PH. 1	18	2710	Yosemite Court	\$ 136.44
490-121-19-00-1	TR. 5305	PH. 1	19	2700	Yosemite Court	\$ 136.44
490-121-20-00-3	TR. 5305	PH. 1	20	1500	Glacier Way	\$ 136.44
490-121-21-00-6	TR. 5305	PH. 1	21	1516	Glacier Way	\$ 136.44
490-121-22-00-9	TR. 5305	PH. 1	22	1532	Glacier Way	\$ 136.44
490-121-23-00-2	TR. 5305	PH. 1	23	1548	Glacier Way	\$ 136.44
490-122-01-00-5	TR. 5305	PH. 1	24	2701	Flower Street	\$ 136.44
490-122-02-00-8	TR. 5305	PH. 1	25	2705	Flower Street	\$ 136.44
490-122-03-00-1	TR. 5305	PH. 1	26	2711	Flower Street	\$ 136.44
490-123-01-00-2	TR. 5305	PH. 1	27	1615	Glacier Way	\$ 136.44
490-123-02-00-5	TR. 5305	PH. 1	28	1605	Glacier Way	\$ 136.44
490-123-03-00-8	TR. 5305	PH. 1	29	1604	Banff Court	\$ 136.44

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
490-123-04-00-1	TR. 5305	PH. 1	30	1614 Banff Court	\$ 136.44
490-123-05-00-4	TR. 5305	PH. 1	31	1624 Banff Court	\$ 136.44
490-123-06-00-7	TR. 5305	PH. 1	32	1634 Banff Court	\$ 136.44
490-123-07-00-0	TR. 5305	PH. 1	33	1644 Banff Court	\$ 136.44
490-123-08-00-3	TR. 5305	PH. 1	34	1654 Banff Court	\$ 136.44
490-123-09-00-6	TR. 5305	PH. 1	35	1655 Banff Court	\$ 136.44
490-123-10-00-8	TR. 5305	PH. 1	36	1645 Banff Court	\$ 136.44
490-123-11-00-1	TR. 5305	PH. 1	37	1635 Banff Court	\$ 136.44
490-123-12-00-4	TR. 5305	PH. 1	38	1625 Banff Court	\$ 136.44
490-123-13-00-7	TR. 5305	PH. 1	39	1615 Banff Court	\$ 136.44
490-123-14-00-0	TR. 5305	PH. 1	40	1605 Banff Court	\$ 136.44
490-131-01-00-1	TR. 5305	PH. 2	1	2650 Flower Street	\$ 136.44
490-131-02-00-4	TR. 5305	PH. 2	2	2640 Flower Street	\$ 136.44
490-131-03-00-7	TR. 5305	PH. 2	3	2630 Flower Street	\$ 136.44
490-131-04-00-0	TR. 5305	PH. 2	4	2620 Flower Street	\$ 136.44
490-131-05-00-3	TR. 5305	PH. 2	5	2610 Flower Street	\$ 136.44
490-131-06-00-6	TR. 5305	PH. 2	6	2600 Flower Street	\$ 136.44
490-131-07-00-9	TR. 5305	PH. 2	7	2550 Flower Street	\$ 136.44
490-131-08-00-2	TR. 5305	PH. 2	8	2540 Flower Street	\$ 136.44
490-131-09-00-5	TR. 5305	PH. 2	9	2530 Flower Street	\$ 136.44
490-131-10-00-7	TR. 5305	PH. 2	10	2520 Flower Street	\$ 136.44
490-131-11-00-0	TR. 5305	PH. 2	11	2510 Flower Street	\$ 136.44
490-131-12-00-3	TR. 5305	PH. 2	12	2500 Flower Street	\$ 136.44
490-132-01-00-8	TR. 5305	PH. 2	13	2501 Flower Street	\$ 136.44
490-132-02-00-1	TR. 5305	PH. 2	14	2511 Flower Street	\$ 136.44
490-132-03-00-4	TR. 5305	PH. 2	15	2521 Flower Street	\$ 136.44
490-132-04-00-7	TR. 5305	PH. 2	16	2531 Flower Street	\$ 136.44
490-132-05-00-0	TR. 5305	PH. 2	17	2541 Flower Street	\$ 136.44
490-132-06-00-3	TR. 5305	PH. 2	18	2551 Flower Street	\$ 136.44
490-132-07-00-6	TR. 5305	PH. 2	19	2610 Yellowstone Court	\$ 136.44
490-132-08-00-9	TR. 5305	PH. 2	20	2601 Yellowstone Court	\$ 136.44
490-132-09-00-2	TR. 5305	PH. 2	21	2551 Yellowstone Court	\$ 136.44
490-132-10-00-4	TR. 5305	PH. 2	22	2541 Yellowstone Court	\$ 136.44
490-132-11-00-7	TR. 5305	PH. 2	23	2531 Yellowstone Court	\$ 136.44
490-132-12-00-0	TR. 5305	PH. 2	24	2521 Yellowstone Court	\$ 136.44
490-132-13-00-3	TR. 5305	PH. 2	25	2511 Yellowstone Court	\$ 136.44
490-132-14-00-6	TR. 5305	PH. 2	26	2501 Yellowstone Court	\$ 136.44
490-132-15-00-9	TR. 5305	PH. 2	27	2500 Yellowstone Court	\$ 136.44
490-132-16-00-2	TR. 5305	PH. 2	28	2510 Yellowstone Court	\$ 136.44
490-132-17-00-5	TR. 5305	PH. 2	29	2520 Yellowstone Court	\$ 136.44
490-132-18-00-8	TR. 5305	PH. 2	30	2530 Yellowstone Court	\$ 136.44
490-132-19-00-1	TR. 5305	PH. 2	31	2540 Yellowstone Court	\$ 136.44
490-132-20-00-3	TR. 5305	PH. 2	32	2550 Yellowstone Court	\$ 136.44
490-132-21-00-6	TR. 5305	PH. 2	33	2600 Yellowstone Court	\$ 136.44
490-132-22-00-9	TR. 5305	PH. 2	34	2610 Yellowstone Court	\$ 136.44

490-132-23-00-2	TR. 5305	PH. 2	35	2620 Yellowstone Court	\$ 136.44
490-132-24-00-5	TR. 5305	PH. 2	36	2630 Yellowstone Court	\$ 136.44
490-141-01-00-4	TR. 5305	PH. 3	1	2660 Camelia Street	\$ 136.44
490-141-02-00-7	TR. 5305	PH. 3	2	2650 Camelia Street	\$ 136.44
490-141-03-00-0	TR. 5305	PH. 3	3	2640 Camelia Street	\$ 136.44

ASSESSOR'S TAX NUMBER	TRACT	PHASE	LOT #	SITE ADDRESS	ANNUAL ASSESSMENT
490-141-04-00-3	TR. 5305	PH. 3	4	2630 Camelia Street	\$ 136.44
490-141-05-00-6	TR. 5305	PH. 3	5	2620 Camelia Street	\$ 136.44
490-141-06-00-9	TR. 5305	PH. 3	6	2610 Camelia Street	\$ 136.44
490-141-07-00-2	TR. 5305	PH. 3	7	2600 Camelia Street	\$ 136.44
490-141-08-00-5	TR. 5305	PH. 3	8	2550 Camelia Street	\$ 136.44
490-141-09-00-8	TR. 5305	PH. 3	9	2540 Camelia Street	\$ 136.44
490-141-10-00-0	TR. 5305	PH. 3	10	2530 Camelia Street	\$ 136.44
490-141-11-00-3	TR. 5305	PH. 3	11	2520 Camelia Street	\$ 136.44
490-141-12-00-6	TR. 5305	PH. 3	12	2510 Camelia Street	\$ 136.44
490-141-13-00-9	TR. 5305	PH. 3	13	2500 Camelia Street	\$ 136.44
490-142-01-00-1	TR. 5305	PH. 3	14	2501 Camelia Street	\$ 136.44
490-142-02-00-4	TR. 5305	PH. 3	15	2511 Camelia Street	\$ 136.44
490-142-03-00-7	TR. 5305	PH. 3	16	2521 Camelia Street	\$ 136.44
490-142-04-00-0	TR. 5305	PH. 3	17	2531 Camelia Street	\$ 136.44
490-142-05-00-3	TR. 5305	PH. 3	18	2541 Camelia Street	\$ 136.44
490-142-06-00-6	TR. 5305	PH. 3	19	2551 Camelia Street	\$ 136.44
490-142-07-00-9	TR. 5305	PH. 3	20	2601 Camelia Street	\$ 136.44
490-142-08-00-2	TR. 5305	PH. 3	21	2611 Camelia Street	\$ 136.44
490-142-09-00-5	TR. 5305	PH. 3	22	2621 Camelia Street	\$ 136.44
490-142-10-00-7	TR. 5305	PH. 3	23	2631 Camelia Street	\$ 136.44
490-142-11-00-0	TR. 5305	PH. 3	24	2641 Camelia Street	\$ 136.44
490-142-12-00-3	TR. 5305	PH. 3	25	2651 Camelia Street	\$ 136.44
490-142-13-00-6	TR. 5305	PH. 3	26	2661 Camelia Street	\$ 136.44
490-142-14-00-9	TR. 5305	PH. 3	27	1655 Glacier Way	\$ 136.44
490-142-15-00-2	TR. 5305	PH. 3	28	1645 Glacier Way	\$ 136.44
490-142-16-00-5	TR. 5305	PH. 3	29	1635 Glacier Way	\$ 136.44
490-142-17-00-8	TR. 5305	PH. 3	30	1625 Glacier Way	\$ 136.44

## EXHIBIT "D" METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Per Article 4 Section 53087.4(a)(1) of the Government Code. The formula used to calculate the amount spread to all parcels within the District for landscaping employs the basis "assessment unit" (AU). The AU is given a value of one (1) for a single family detached residential parcel with public streets and public streetlights.

The method of apportionment of assessment are as follows:  
Individual Costs:

100% of the cost of estimated operation and maintenance is divided on a proportional basis for R-1 lots within the assessment district. Lots are assessed a proportional share at time of Final Map recordation.

Duration of Assessments and Inflation Increases:

The duration of the assessments to be levied on all parcels of land within the Assessment District, as identified in the report, is perpetual. The annual amount of the assessment to be levied on each parcel of property in the Assessment District in any fiscal year may be increased by the percentage increase since July 1 in the Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area; provided  
However, that the amount of the assessment to be levied on any parcel in any fiscal year shall not be increased by more than 4%. The benchmark CPI to be used in this calculation shall include all items of the index, including food and energy items.

## PROPOSITION 218 BENEFIT ANALYSIS

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### Special Benefit

The continuing maintenance of landscaped areas in the District provides direct benefits to the properties within each respective Tract and provides a more pleasant environment to live, drive, walk, and work. The main function of these landscape improvements and related elements is to serve as a visually pleasing enhancement for the benefit of the adjoining developments for which the upgrades were constructed. These landscape improvements are an essential part of the physical environment of parcels in the district, and if not properly maintained these parcels would be aesthetically affected. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties located in a district.

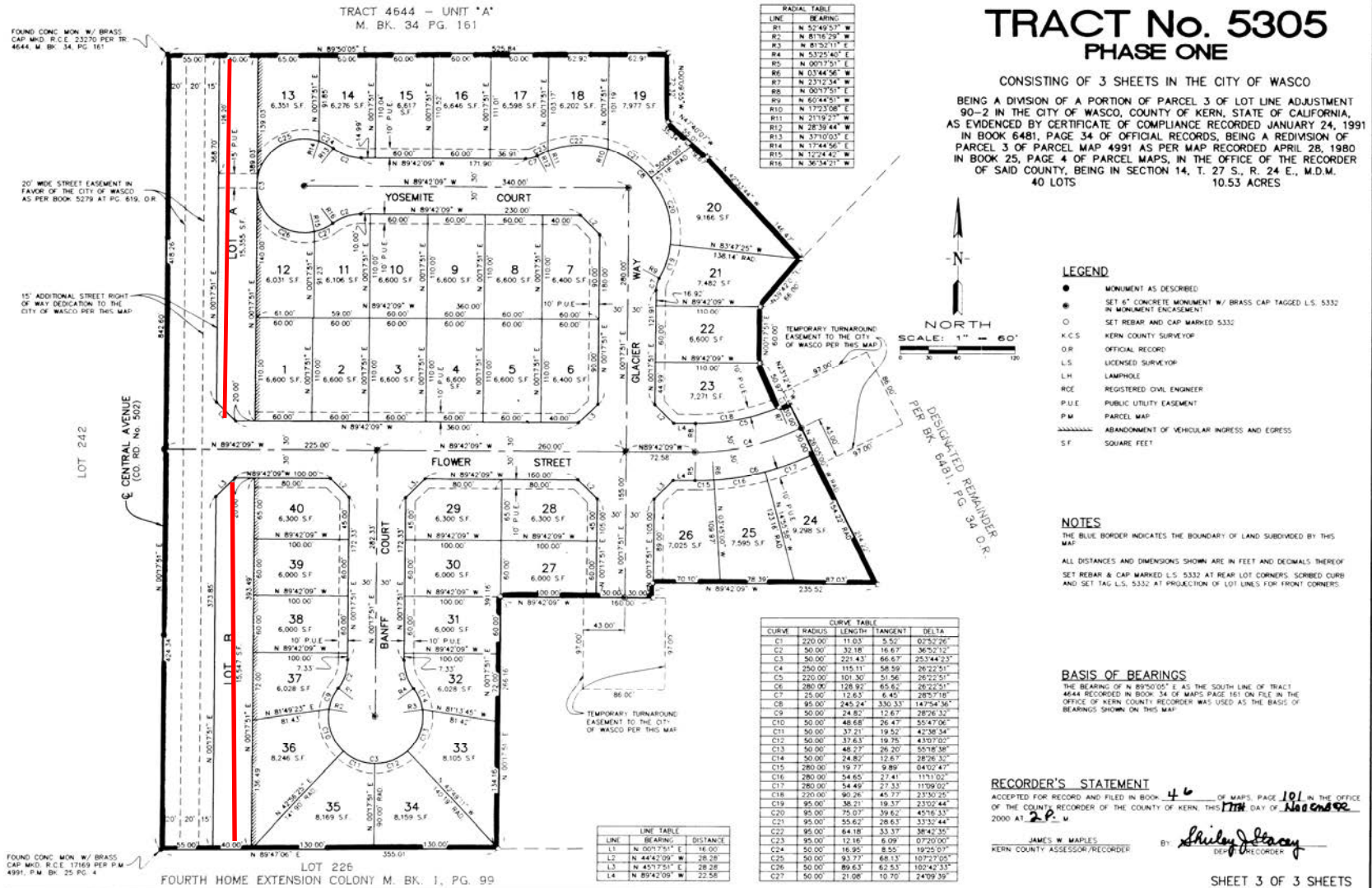
The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Tract

---

### General Benefit

There is no general benefit provided by the maintenance of the improvements provided in the LLMD #1. All expenses used to calculate the LLMD #1 assessment support the provision of a specific benefit to the parcels paying the assessment and no expenses included provide a general benefit to properties outside the assessment district.

# EXHIBIT "E" TRACT DIAGRAMS





CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	220.00'	11.03'	5.52°
C2	220.00'	79.37'	49.12°
C3	280.00'	227.67'	120.50°
C4	220.00'	128.89'	84.22°
C5	50.00'	221.43'	66.67°
C6	50.00'	32.18'	16.67°
C7	25.00'	12.63'	6.45°
C8	25.00'	165.02'	115.91°
C9	25.00'	12.63'	6.45°
C10	280.00'	83.27'	41.94°
C11	250.00'	90.19'	45.59°
C12	220.00'	90.49'	45.80°
C13	280.00'	27.71'	13.87°
C14	280.00'	52.49'	26.32°
C15	280.00'	52.59'	26.37°
C16	280.00'	56.45'	28.29°
C17	280.00'	42.46'	21.27°
C18	220.00'	24.85'	12.34°
C19	220.00'	86.12'	43.62°
C20	280.00'	68.12'	34.33°
C21	95.00'	16.50'	8.27°
C22	95.00'	32.47'	16.40°
C23	95.00'	44.80'	22.85°
C24	95.00'	49.30'	25.20°
C25	95.00'	24.82'	12.48°
C26	50.00'	19.34'	9.79°
C27	50.00'	12.84'	6.45°
C28	50.00'	44.28'	23.71°
C29	50.00'	31.01'	16.02°
C30	50.00'	30.70'	15.80°
C31	50.00'	30.70'	15.80°
C32	50.00'	36.81'	20.44°
C33	50.00'	15.24'	7.68°

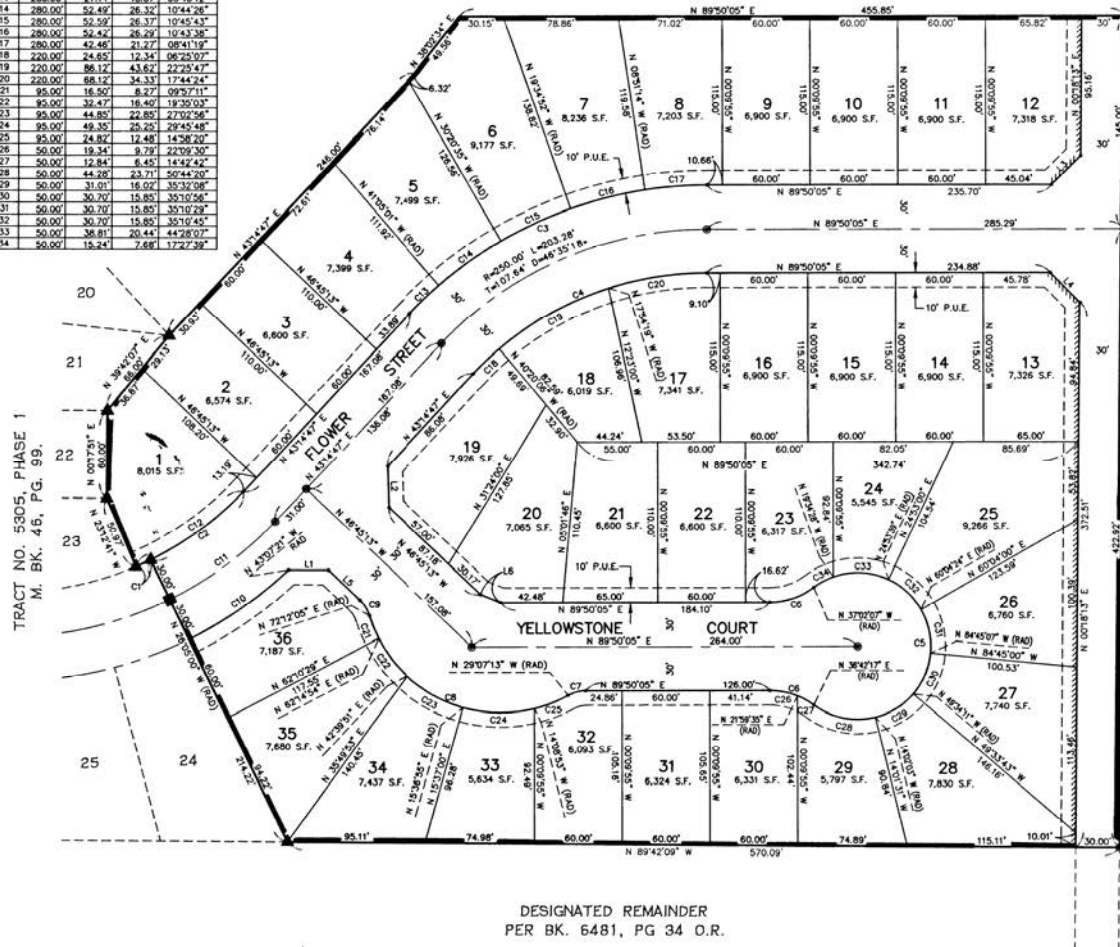
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°56'17" W	27.37'
L2	S 01°45'13" E	28.28'
L3	N 45°04'09" E	28.17'
L4	N 44°55'21" E	28.40'
L5	N 44°55'13" W	28.68'
L6	S 68°27'34" E	14.79'

NOTE: IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS TRACT MAP:

1. TEMPORARY TURNAROUND EASEMENT PER TRACT 5305 PHASE - ONE PER BK. 46, PG. 99 O.R.

TRACT 4644 UNIT "A" M.B.K. 34, PG. 161

FOUND 6" CONC. MON. W/ BRASS CAP STAMPED R.C.E. 23270 PER TR. 4644-UNIT "A" M. BK. 34, PG. 161



DESIGNATED REMAINDER  
PER BK. 6481, PG 34 O.R.

# TRACT No. 5305 PHASE TWO

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO

BEING A DIVISION OF A PORTION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT MAP 5305 - PHASE ONE, AS FILED IN BOOK 46 OF MAPS AT PAGE 99 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF SECTION 14, T. 27 S., R. 24 E., M.D.M. IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA

36 LOTS

7.93 ACRES

## LEGEND

- MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT W/ BRASS CAP MARKED L.S. 5332 IN MONUMENT ENCASEMENT
- SET REBAR AND CAP MARKED L.S. 5332
- FOUND 6" CONC. MONUMENT W/ TAG L.S. 3707 PER TRACT No. 3718 M. BK. 25, PG. 152
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAMPHOUSE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ABANDONMENT OF VEHICULAR INGRESS AND EGRESS
- S.F. SQUARE FEET
- ▲ FOUND REBAR & PLASTIC CAP MARKED L.S. 5332 PER TRACT 5305 PHASE 1 M.B.K. 46, PG. 99
- FOUND 6" CONCRETE MONUMENT W/ BRASS CAP MARKED L.S. 5332 IN MONUMENT ENCASEMENT PER TRACT 5305 PHASE ONE, M.B.K. 46, PG. 99

## NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET REBAR & CAP MARKED L.S. 5332 AT REAR LOT CORNERS, Scribed CURB AND SET TAG L.S. 5332 AT PROJECTION OF LOT LINES FOR FRONT CORNERS.

## BASIS OF BEARINGS

THE BEARING OF N 89°50'05" E AS THE SOUTH LINE OF TRACT 4644 RECORDED IN BOOK 34 OF MAPS PAGE 161 ON FILE IN THE OFFICE OF KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 49 OF MAPS, PAGE 54 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 20th DAY OF November 2022 AT 2:22 P.M.

JAMES W. MAPLES  
KERN COUNTY ASSESSOR/RECORDER

By: Patricia Dand  
DEPUTY RECORDER

SHEET 3 OF 3 SHEETS

# 202200076

11-1A TR 5305-2 M-1

54



# TRACT No. 5305

## PHASE THREE

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO

BEING A DIVISION OF A PORTION OF PARCEL 3 OF LOT LINE ADJUSTMENT 90-2 IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA AS EVIDENCED BY CERTIFICATE OF COMPLIANCE RECORDED JANUARY 24, 1991, IN BOOK 6481, PAGE 34 OF OFFICIAL RECORDS, BEING A REDIVISION OF PARCEL 3 OF PARCEL MAP 4991 AS PER MAP RECORDED APRIL 28, 1980 IN BOOK 25, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, IN SECTION 14, T 27 S., R. 24 E., M.D.M.

30 LOTS

6.10 ACRES

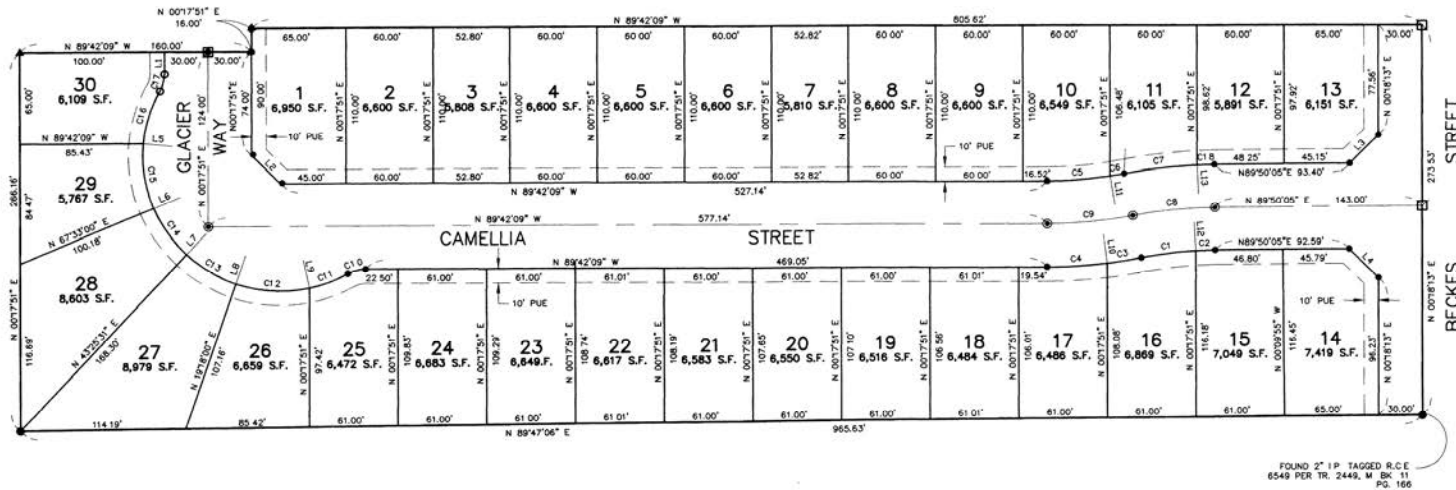
### LEGEND

- MONUMENT AS DESCRIBED
- ▲ SET 6" CONCRETE MONUMENT W/BASS CAP TAGGED RCE 33490
- FND REBAR AND CAP MARKED L.S. 5332
- FOUND 8" CONC. MONUMENT W/TAG L.S. 3707 PER TRACT No. 3718 M. BK. 25 PG. 152
- K.C.S. KERN COUNTY SURVEYOR
- D.R. OFFICIAL RECORD
- L.S. LICENSED SURVEYOR
- L.H. LAMPHOUSE
- R.C.E. REGISTERED CIVIL ENGINEER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.M. PARCEL MAP
- ABANDONMENT OF VEHICULAR INGRESS AND EGRESS
- ( ) RECORD PER CERTIFICATE OF COMPLIANCE BK. 6481, PG. 34
- ( ) RECORD PER TRACT No. 4644 BK. 34, PG. 161
- ( ) RECORD PER PARCEL MAP No. 4991 BK. 25, PG. 4

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	37.95	270.00	37.92
C2	13.87	270.00	13.86
C3	23.70	330.00	23.69
C4	41.57	330.00	41.54
C5	43.63	270.00	43.63
C6	9.73	270.00	9.73
C7	50.85	330.00	50.80
C8	56.91	300.00	56.83
C9	59.33	300.00	59.24
C10	12.63	25.00	12.50
C11	28.27	95.00	28.17
C12	51.24	95.00	50.82
C13	40.01	95.00	39.72
C14	40.00	95.00	39.70
C15	46.73	95.00	46.38
C16	39.00	95.00	38.72
C17	12.63	25.00	12.50
C18	11.76	330.00	11.75

RADIAL TABLE	
LINE	BEARING
L5	S84°15'59"E
L6	N67°33'09"E
L7	S43°25'42"E
L8	N89°17'48"E
L9	N11°36'27"W
L10	N86°52'11"W
L11	N88°08'11"W
L12	S82°28'49"E
L13	S80°12'22"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.91	S80°17'31"W
L2	28.20	S44°42'09"E
L3	28.17	N45°04'09"E
L4	28.40	S44°52'50"E



### NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF  
SET REBAR & CAP MARKED R.C.E. 33490 AT REAR LOT CORNERS. SCRIBED CURB AND SET TAG R.C.E. 33490 AT PROJECTION OF LOT LINES FOR FRONT CORNERS

### BASIS OF BEARINGS

THE BEARING OF N 89°50'05" E AS THE SOUTH LINE OF TRACT 4644 RECORDED IN BOOK 34 OF MAPS PAGE 161 ON THE FILE IN THE OFFICE OF KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP

### RECORDERS STATEMENT

ACCEPTED FOR RECORDS AND FILED IN BOOK 51 OF MAPS PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 30 DAY OF March 2004 AT 2:00 P.M.

KERN COUNTY ASSESSOR/RECORDER

BY: *Patti Reed*  
DEPUTY RECORDER

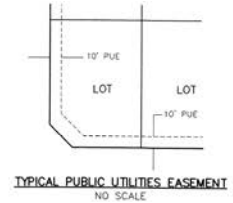
SHEET 3 OF 3

# 204069429

11-1A TR 5305-3 M-1

40

LINE TABLE			RADIAL TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	RADIAL	BEARING		CURVE	LENGTH	RADIUS	TANGENT
L1	12.73	S45°38'44"W	81	S89°21'16"E		C1	15.06	25.00	7.77
L2	12.73	S44°21'18"E	82	S89°21'16"E		C2	277.55	1000.00	540.22
L3	34.38	N45°53'54"E	83	N00°17'29"W		C3	31.42	20.00	90.00
L4	33.90	S44°06'06"E	84	S38°11'17"W		C4	8.67	25.00	4.58
L5	25.00	N00°38'44"E	85	S89°21'16"E		C5	1.79	25.00	3.21
			86	N89°39'00"W		C6	56.68	100.00	46.27
			87	S54°26'30"E		C7	66.16	100.00	54.34
			88	N02°30'11"W		C8	34.51	100.00	45.01
			89	N35°09'30"E		C9	40.10	100.00	20.32
			90	N79°08'28"E		C10	8.35	2050.00	3.18
			91	S89°21'16"E		C11	134.53	2050.00	67.39
						C12	18.62	100.00	9.33
						C13	88.15	100.00	53.44
						C14	43.72	100.00	30.41
						C15	83.96	100.00	53.17
						C16	38.56	100.00	29.06
						C17	136.69	990.00	68.37



# TRACT No. 6449

## PHASE ONE

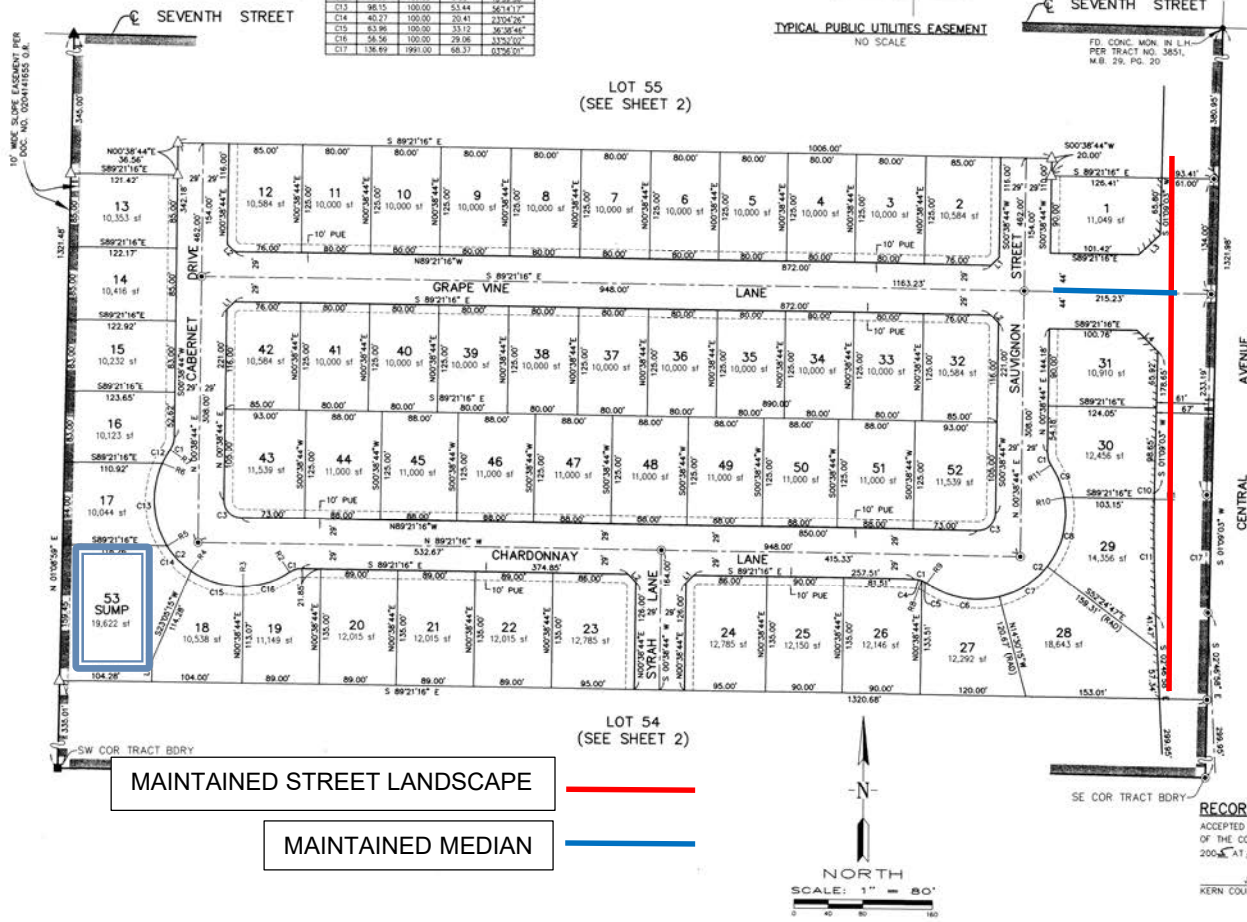
55 LOTS 40.07 ACRES



**NOTES**  
 THE SHADED BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
 ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
 SET REBAR & CAP MARKED L.S. 5332 AT ALL REAR LOT CORNERS. SET TAG MARKED L.S. 5332 ON TOP OF CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT CORNERS.

- LEGEND**
- FOUND MONUMENT AS DESCRIBED
  - 2" IRON PIPE WITH TAG MARKED L.S. 5332 (PER TRACT 6315)
  - ▲ 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASEMENT (PER TRACT 6315)
  - △ SET 2" IRON PIPE WITH TAG MARKED L.S. 5332
  - SET 6" CONCRETE MONUMENT W/ BRASS CAP TAGGED L.S. 5332 IN MONUMENT ENCASEMENT
  - sf SQUARE FEET
  - L/S LANDSCAPE
  - K.C.S. KERN COUNTY SURVEYOR
  - O.R. OFFICIAL RECORD
  - L.S. LICENSED SURVEYOR
  - L.H. LAMPHOUSE
  - RCE REGISTERED CIVIL ENGINEER
  - P.U.E. PUBLIC UTILITY EASEMENT
  - P.M. PARCEL MAP
  - R/S RECORD OF SURVEY
  - ABANDONMENT OF VEHICULAR INGRESS AND EGRESS

**RECORDER'S STATEMENT**  
 ACCEPTED FOR RECORD AND FILED IN BOOK 54 OF MAPS, PAGE 65 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 1st DAY OF November 2006 AT 2:00 P.M.  
 JAMES W. FITCH DEPUTY RECORDER  
 BY Harold W. Robinson DEPUTY RECORDER



CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	16.00'	35.00'	26°18'18"	8.19'
C2	35.00'	50.00'	40°06'23"	18.25'
C3	35.00'	50.00'	40°06'23"	18.25'
C4	35.00'	50.00'	40°06'23"	18.25'
C5	20.01'	50.00'	52°55'36"	10.14'
C6	17.45'	35.00'	28°31'49"	8.91'
C7	127.84'	50.00'	146°36'36"	188.71'
C8	96.45'	2000.00'	2°49'04"	48.19'
C9	1.58'	35.00'	2°15'21"	0.89'

LINE	LENGTH	BEARING
R1	35.00	N00°15'38"W
R2	35.00	N08°18'17"E
R3	38.51	N89°52'50"W
R4	24.27	N89°41'56"W
R5	35.00	N89°44'36"W
R6	35.00	N81°41'50"E
R7	50.00	N84°37'28"E
R8	50.00	N53°16'08"W
R9	50.00	N15°02'41"W
R10	50.00	N02°02'40"E

# LEGEND

- ▲ FD. MONT. AS DESCRIBED.
- FD. 3/4" I.P. x 30" TAGGED PLS 6772 6' DOWN PER PARCEL MAP 11226 IN BOOK 53 PAGE 192 - 194 OF PARCEL MAPS K.C.R.
- FD. 3/4" I.P. MTD L.S. 4823 PER PARCEL MAP 9376 IN BOOK 40 PAGE 110 OF PARCEL MAPS K.C.R.
- SET 6" CONCRETE MONUMENT W/ BRASS CAP STAMPED L5 4761 IN MONUMENT ENCASUREMENT
- ( ) RECORD DATA PER PARCEL MAP 11226 IN BOOK 53 PAGE 192-194 OF PARCEL MAPS, K.C.R.
- [ ] RECORD DATA PER PARCEL MAP 9376 RECORDED IN BOOK 40 PAGE 110 OF PARCEL MAPS, K.C.R.
- (( )) RECORD DATA PER PARCEL MAP 10542 RECORDED IN BOOK 50 PAGE 96 OF PARCEL MAPS, K.C.R.
- BK. BOOK
- CONC. CONCRETE
- COR. CORNER
- FD. FOUND
- I.P. IRON PIPE
- K.C.R. KERN COUNTY RECORDS
- M.B. MAP BOOK
- M/T/L MARKED
- MON. MONUMENT
- O.R. OFFICIAL RECORDS
- PG. PAGE
- P.M.B. PARCEL MAP BOOK
- P.U.E. PUBLIC UTILITY EASEMENT
- (N) RADIAL BEARING
- R/S RECORD OF SURVEY
- SEC. SECTION

## RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK 54 OF PARCELS, PAGE 25 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS 12 DAY OF SEPTEMBER 2005, AT 1:15 P.M.  
 BY: *Patricia D. Bond* DEPUTY RECORDER  
 JAMES B. FITCH  
 KERN COUNTY ASSESSOR/RECORDER

L:\Projects\2005\050285\ACAD\FINAL MAP\050285FM.dwg 10/11/2005 11:29:52 AM P01

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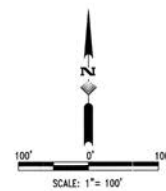
MAINTAINED STREET LANDSCAPE

## BASIS OF BEARINGS

THE BEARING OF N 007°50'4" E AS SHOWN FOR CENTERLINE OF CENTRAL AVENUE PER PARCEL MAP NO. 9276 RECORDED IN BOOK 40 OF PARCEL MAPS WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

## NOTES

- ALL DISTANCES IN FEET AND HUNDREDTHS THEREOF.
- THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- SET REBAR AND CAP MARKED L.S. 4761 AT REAR LOT CORNERS.
- SET TAG ON CURB MARKED L.S. 4761 AT PROJECTION OF LOT LINES FOR FRONT CORNERS.



TRACT NO. 6282

SHEET 2 OF 2

#205318434

15

## **EXHIBIT "F" FINDINGS**

### **STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218 (Effective July 1, 1997)**

#### **CITY OF WASCO**

##### **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 01-02**

- I. All properties comprising Landscape and Lighting Maintenance District No. 01-02 were entered into the District by the Developers of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. Tract 5305 Phase One was included in and established the Landscape and Lighting Maintenance District No. 01-02 on November 17, 2000, Phase Two was added on November 26, 2002, and Phase Three in March 30, 2004.
- III. Tract 6282 was included in this district on November 15, 2005.
- IV. Tract 6449 Phase one was included to this district on November 1, 2005, Phase two and three added on September 30, 2008.

## **ATTACHMENTS**

### **APPENDIX "A" TRACTS LOCATION MAP**



# TRACTS LOCATION MAP



# ENGINEER'S REPORT AND ASSESSMENT

## **CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 06-1 FUND 20670**

**Fiscal Year 2020-2021**

TRACT 6334, TRACT 6432, TRACT 6460, TRACT 6473  
TRACT 6486, TRACT 6589, TRACT 6590, TRACT 6600



**PREPARED BY:**

**BHT ENGINEERING, INC.  
218 S. H St. Ste. 201  
BAKERSFIELD, CA. 93304  
(661) 558-4641**



**JUNE 2021**

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# CITY OF WASCO ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 06-1

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Juan M. Pantoja, PE - Engineer of Work

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Wasco, California, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern, State of California, on the day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

## ENGINEER OF WORK STATEMENT

### CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No 06-1

I, Juan M. Pantoja, Engineer of Work for Landscape and Lighting Maintenance District No. 06-1 (District), City of Wasco, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The City of Wasco annually levies and collects special assessments in order to maintain the improvements which are subject to this report and are briefly described as follows:

1. The maintenance, repair, replacement, and operating expenses associated with all streetlights within the boundaries of the District as shown on the Street Improvement Plans for all the Tracts in this report.
2. The servicing, operation, maintenance, repair, and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities within the Boundaries of the District.
3. The Engineer's Report for Landscape and Lighting Maintenance District No. 06-1 includes landscaped areas as given in maps that are on file at City Hall with the City Clerk of the City of Wasco and is made a part of this report by reference (as Exhibit "E").
4. Landscaping shall include trees, shrubs, turf or other ornamental vegetation, related, plumbing and irrigation facilities, related ornamental structures, fences, walls, and lighting which are intended to beautify and aesthetically enhance the environment of the District, either generally or specifically, for the benefit of the property owners therein. Public lighting facilities shall include lights, poles, standards, overhead or underground wiring, distribution facilities, and related paving or foundation improvements which are intended to provide lighting for the security and safety of the property owners of the District.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, deficits, surpluses, revenues, and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report. The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22.

## INTRODUCTION

The City Council of the City of Wasco adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping, and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement of issuance of a permit for construction of commercial, industrial, and planned unit development.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment to be made in the same manner and same time in conjunction with the ad valorem (in proportion to the value) tax for each Property. The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the Landscape and Lighting Maintenance District No. 06-1 ("District") as herein described, the City Council will set the assessment for the ensuing fiscal year. In setting the annual assessment City Council will consider any fund balances or shortages and adjust the annual assessment accordingly.

In May 2007, the City initiated proceedings to form Landscape and Lighting Maintenance District No. 06-1 ("District") for the maintenance of landscaping, lighting, and appurtenant facilities within the boundaries of Tract 6334 Phase 1, Tract 6432, Tract 6460 Phase 1, Tract 6473 Phases 1 and 2, Tract 6486, Tract 6589 Phase 1, Tract 6590, Tract 6600 Phase 1 and subsequent phases.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the District on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22. This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

This report consists of six parts as follows:

#### **A) PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in entirety by reference. The plans show the general nature, location, and extent of the improvements.

#### **B) ESTIMATE OF THE COST OF THE IMPROVEMENTS**

An estimate of the cost of landscape maintenance improvements.

#### **C) DIAGRAM OF THE ASSESSMENT DISTRICT**

Being a list showing the Tract Number, Lot number, Landscape and Lighting District Assessment Number, Assessor's Parcel Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office as of May 2020, or as known to the Clerk, and the Assessment for each parcel for the 2021/22 Tax year. This listing is keyed to the lots by assessment number as shown in "EXHIBIT C"

#### **D) ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

#### **E) TRACT DIAGRAMS**

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by assessment number.

#### **F) FINDINGS**

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 06-1, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.

## EXHIBIT "A" DESCRIPTION OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 06-1 (Pursuant to the Landscaping and Lighting Act of 1972)

The improvements covered under this District are outlined as follows:

Street Lighting installed in all tracts in the District.

Approximately 315,075 square feet of Landscaping in all tracts in the District (see Exhibit B for a breakdown by Tract)

#### **Location of Landscaping, Lighting and Appurtenant Facilities**

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "F" herein and include the following subdivisions, lots, and/or parcels:

Tract 6590 (Lots 1 – 150 inclusive)  
Tract 6432 (Lots 1-39 inclusive)  
Tract 6589 Phase 1 (Lots 1- 95 inclusive)  
Tract 6473 Phase 1 (Lots 4-40 inclusive)  
Tract 6473 Phase 2 (Lots 1-40 inclusive)  
Tract 6334 Phase 1 (Lots 1-73 inclusive)  
Tract 6600 Phase 1 (Lots 1-77 inclusive)

Tract 6486 and Tract 6460 will not be assessed until final maps are recorded.  
All phases of said tracts were used in the estimates for this District.

#### **Plans and Specifications**

With exception of the future incremental installation of landscaping and irrigation improvements within dedicated belt park areas by city forces, the installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting, and appurtenant facilities, as previously described are within the boundaries of the district shown on the Assessment Diagram, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Engineer and incorporated herein by reference.

## EXHIBIT "B" ESTIMATE OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 06-1 FOR FISCAL YEAR 2021-2022 FUND 20670

ESTIMATED FUND BALANCE (DEFICIT)* AS OF JUNE 30, 2021	\$ 35,741.11
PROJECTED EXPENDITURES & USES	
<b>PERSONNEL</b>	
Salary	\$ 20,606.08
Admin Fees	\$ 450.00
Overtime	\$ 300.00
FICA	\$ 1,593.76
Retirement Benefit	\$ 2,316.99
Unfunded retirement benefit	\$ 2,709.00
Group Insurance	\$ 9,183.11
Workers Comp	\$ 5,250.00
Tools & Equipment	\$ 1,138.40
Boots	\$ 200.00
Fuel	\$ 948.67
Uniforms	\$ 200.00
Training and Travel	\$ 250.00
IT Services	\$ 7,777.50
Shop Services	\$ 6,192.50
Facility Services	\$ 7,412.50
<b>NON-PERSONNEL</b>	
Materials/Supplies	\$ 2,000.00
Repair & Maintenance	\$ 5,500.00
Utilities	\$ 20,000.00
Professional Services	\$ 5,600.00
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 99,628.50</b>
PROJECTED REVENUE FROM MAINTENANCE DISTRICT No. 06-1	
FY2021-2022 (Annual) 150 lots @ \$83.20 ea.	\$ 12,480.00
FY2021-2022 (Annual) 39 lots @ \$124.93 ea	\$ 4,872.27
FY2021-2022 (Annual) 95 lots @ \$140.82 ea.	\$ 13,377.90
FY2021-2022 (Annual) 300 lots @ \$195.27 ea.	\$ 58,653.00
<b>LLMD#06-1 TOTAL PROJECTED REVIEW REVENUE FOR FY 2021-2022 &gt;&gt;&gt;</b>	<b>\$ 89,383.17</b>
ESTIMATED FUND BALANCE (DEFICIT) AS OF JUNE 30, 2021	\$ 10,245.33
*Beginning Estimated Fund Balance as of June 30, 2021 has been adjusted from prior year report.	

<b>Benefit Zone#1 - Tract 6590</b>	
19,999 SF or less of lighting and greenspace	
Annual Assessment charged per Lot in FY 2020/2021	\$ 81.41
CPI (2.2%):	\$ 1.79
City of Wasco assessment per parcel:	\$ 83.20
Kern County Administration Charge per parcel	\$ 0.24
<b>FY 2021/22 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 83.44</b>
<b>Benefit Zone#2 Tract 6432</b>	
20,000 - 39,999 SF of lighting and green space	
Annual Assessment charged per Lot in FY 2019/2020	\$ 122.24
CPI (2.2%):	\$ 2.69
City of Wasco assessment per parcel:	\$ 124.93
Kern County Administration Charge per parcel	\$ 0.24
<b>FY 2021/22 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 125.17</b>
<b>Benefit Zone#3 - Tract 6589 Ph-1</b>	
40,000 - 59,999 SF of lighting and greenspace	
Annual Assessment charged per Lot in FY 2019/2020	\$ 137.79
CPI (2.2%):	\$ 3.03
City of Wasco assessment per parcel:	\$ 140.82
Kern County Administration Charge per parcel	\$ 0.24
<b>FY 2021/22 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 141.06</b>
<b>Benefit Zone#4 - Tract 6473 Ph 1 and 2, Tract 6334 and Tract 6600</b>	
Park Landscaping in Tract 6486 and adjacent tracts served	
Annual Assessment charged per Lot in FY 2019/2020	\$ 191.07
CPI (2.2%):	\$ 4.20
City of Wasco assessment per parcel:	\$ 195.27
Kern County Administration Charge per parcel	\$ 0.24
<b>FY 2021/22 Tax Roll Annual Assessment per parcel:</b>	<b>\$ 195.51</b>



## EXHIBIT "C" ASSESSMENT ROLL

### ASSESSMENT ROLL FUND 20670

WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 06-1 BENEFIT ZONE 1

ATN #	ADDRESS	TRACT	PHASE	LOT	ANNUAL ASSESSMENT
488-301-01-00-3	1202 Via Barcelona Court	6590		1	\$ 83.44
488-301-02-00-6	1206 Via Barcelona Court	6590		2	\$ 83.44
488-301-03-00-9	1210 Via Barcelona Court	6590		3	\$ 83.44
488-301-04-00-2	1214 Via Barcelona Court	6590		4	\$ 83.44
488-301-05-00-5	1218 Via Barcelona Court	6590		5	\$ 83.44
488-301-06-00-8	1302 Via Barcelona Court	6590		6	\$ 83.44
488-301-07-00-1	1306 Via Barcelona Court	6590		7	\$ 83.44
488-301-08-00-4	1310 Via Barcelona Court	6590		8	\$ 83.44
488-301-09-00-7	1314 Via Barcelona Court	6590		9	\$ 83.44
488-301-10-00-9	1318 Via Barcelona Court	6590		10	\$ 83.44
488-301-11-00-2	1322 Via Barcelona Court	6590		11	\$ 83.44
488-301-12-00-5	1326 Via Barcelona Court	6590		12	\$ 83.44
488-301-13-00-8	1330 Via Barcelona Court	6590		13	\$ 83.44
488-301-14-00-1	1329 Via Barcelona Court	6590		14	\$ 83.44
488-301-15-00-4	1325 Via Barcelona Court	6590		15	\$ 83.44
488-301-16-00-7	1321 Via Barcelona Court	6590		16	\$ 83.44
488-301-17-00-0	1317 Via Barcelona Court	6590		17	\$ 83.44
488-301-18-00-3	1313 Via Barcelona Court	6590		18	\$ 83.44
488-301-19-00-6	1309 Via Barcelona Court	6590		19	\$ 83.44
488-301-20-00-8	1305 Via Barcelona Court	6590		20	\$ 83.44
488-301-21-00-1	1301 Via Barcelona Court	6590		21	\$ 83.44
488-301-22-00-4	1302 Via Granada Court	6590		52	\$ 83.44
488-301-23-00-7	1306 Via Granada Court	6590		53	\$ 83.44
488-301-24-00-0	1310 Via Granada Court	6590		54	\$ 83.44
488-301-25-00-3	1314 Via Granada Court	6590		55	\$ 83.44
488-301-26-00-6	1318 Via Granada Court	6590		56	\$ 83.44
488-301-27-00-9	1322 Via Granada Court	6590		57	\$ 83.44
488-301-28-00-2	1326 Via Granada Court	6590		58	\$ 83.44
488-301-29-00-5	1325 Via Granada Court	6590		59	\$ 83.44
488-301-30-00-7	1321 Via Granada Court	6590		60	\$ 83.44
488-301-31-00-0	1317 Via Granada Court	6590		61	\$ 83.44
488-301-32-00-3	1313 Via Granada Court	6590		62	\$ 83.44
488-301-33-00-6	1309 Via Granada Court	6590		63	\$ 83.44
488-301-34-00-9	1304 Via Capri Blvd.	6590		64	\$ 83.44
488-301-35-00-2	1308 Via Capri Blvd.	6590		65	\$ 83.44
488-301-36-00-5	1312 Via Capri Blvd.	6590		66	\$ 83.44
488-302-01-00-0	2551 Via Rivera Court	6590		67	\$ 83.44
488-302-02-00-3	2555 Via Rivera Court	6590		68	\$ 83.44
488-302-03-00-6	2559 Via Rivera Court	6590		69	\$ 83.44
488-302-05-00-2	2614 Via Rivera Court	6590		70	\$ 83.44
488-302-06-00-5	2610 Via Rivera Court	6590		71	\$ 83.44
488-302-07-00-8	2606 Via Rivera Court	6590		72	\$ 83.44
488-302-08-00-1	2602 Via Rivera Court	6590		73	\$ 83.44
488-302-09-00-4	2601 Krista St	6590		74	\$ 83.44
488-302-10-00-6	2605 Krista St	6590		75	\$ 83.44
488-302-11-00-9	2609 Krista St	6590		76	\$ 83.44

<b>BENEFIT ZONE #1 (continued)</b>					
<b>Assessor's Tax Number.</b>	<b>Address</b>	<b>Tract</b>	<b>Phase</b>	<b>Lot No.</b>	<b>Annual Assessment</b>
488-302-12-00-2	2613 Krista Street	6590		77	\$ 83.44
488-303-01-00-7	1213 Via Barcelona Court	6590		22	\$ 83.44
488-303-02-00-0	1209 Via Barcelona Court	6590		23	\$ 83.44
488-303-03-00-3	1205 Via Barcelona Court	6590		24	\$ 83.44
488-303-04-00-6	1201 Via Barcelona Court	6590		25	\$ 83.44
488-303-05-00-9	2501 Krista Street	6590		26	\$ 83.44
488-303-06-00-2	2505 Krista Street	6590		27	\$ 83.44
488-303-07-00-5	2509 Krista Street	6590		28	\$ 83.44
488-303-08-00-8	2513 Krista Street	6590		29	\$ 83.44
488-303-09-00-1	2517 Krista Street	6590		30	\$ 83.44
488-303-10-00-3	2521 Krista Street	6590		31	\$ 83.44
488-303-11-00-6	2525 Krista Street	6590		32	\$ 83.44
488-303-12-00-9	2529 Krista Street	6590		33	\$ 83.44
488-303-13-00-2	2533 Krista Street	6590		34	\$ 83.44
488-303-14-00-5	2537 Krista Street	6590		35	\$ 83.44
488-303-15-00-8	2541 Krista Street	6590		36	\$ 83.44
488-303-16-00-1	2545 Krista Street	6590		37	\$ 83.44
488-303-17-00-4	2549 Krista Street	6590		38	\$ 83.44
488-303-18-00-7	2554 Via Rivera Court	6590		39	\$ 83.44
488-303-19-00-0	2550 Via Rivera Court	6590		40	\$ 83.44
488-303-20-00-2	2546 Via Rivera Court	6590		41	\$ 83.44
488-303-21-00-5	2542 Via Rivera Court	6590		42	\$ 83.44
488-303-22-00-8	2538 Via Rivera Court	6590		43	\$ 83.44
488-303-23-00-1	2534 Via Rivera Court	6590		44	\$ 83.44
488-303-24-00-4	2530 Via Rivera Court	6590		45	\$ 83.44
488-303-25-00-7	2526 Via Rivera Court	6590		46	\$ 83.44
488-303-26-00-0	2522 Via Rivera Court	6590		47	\$ 83.44
488-303-27-00-3	2518 Via Rivera Court	6590		48	\$ 83.44
488-303-28-00-6	2514 Via Rivera Court	6590		49	\$ 83.44
488-303-29-00-9	2510 Via Rivera Court	6590		50	\$ 83.44
488-303-30-00-1	2506 Via Rivera Court	6590		51	\$ 83.44
488-311-01-00-6	2614 Krista Street	6590		78	\$ 83.44
488-311-02-00-9	2610 Krista Street	6590		79	\$ 83.44
488-311-03-00-2	2606 Krista Street	6590		80	\$ 83.44
488-311-04-00-5	2602 Krista Street	6590		81	\$ 83.44
488-311-05-00-8	2550 Krista Street	6590		82	\$ 83.44
488-311-06-00-1	2546 Krista Street	6590		83	\$ 83.44
488-311-07-00-4	2542 Krista Street	6590		84	\$ 83.44
488-311-08-00-7	1025 Via Vargas Blvd.	6590		85	\$ 83.44
488-311-09-00-0	1021 Via Vargas Blvd.	6590		86	\$ 83.44
488-311-10-00-2	1017 Via Vargas Blvd.	6590		87	\$ 83.44
488-311-11-00-5	2601 Via Morocco Blvd.	6590		88	\$ 83.44
488-311-12-00-8	2605 Via Morocco Blvd.	6590		89	\$ 83.44
488-311-13-00-1	2609 Via Morocco Blvd.	6590		90	\$ 83.44
488-311-14-00-4	2613 Via Morocco Blvd.	6590		91	\$ 83.44
488-311-15-00-7	2617 Via Morocco Blvd.	6590		92	\$ 83.44
488-312-01-00-3	1121 Via Athens Blvd.	6590		93	\$ 83.44
488-312-02-00-6	1117 Via Athens Blvd.	6590		94	\$ 83.44
488-312-03-00-9	1113 Via Athens Blvd.	6590		95	\$ 83.44

BENEFIT ZONE #1 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
488-312-04-00-2	1109 Via Athens Blvd.	6590		96	\$ 83.44
488-312-05-00-5	1105 Via Athens Blvd.	6590		97	\$ 83.44
488-312-06-00-8	2634 Via Serrantino Court	6590		98	\$ 83.44
488-312-07-00-1	2630 Via Serrantino Court	6590		99	\$ 83.44
488-312-08-00-4	2626 Via Serrantino Court	6590		100	\$ 83.44
488-312-09-00-7	2622 Via Serrantino Court	6590		101	\$ 83.44
488-312-10-00-9	2618 Via Serrantino Court	6590		102	\$ 83.44
488-312-11-00-2	2614 Via Serrantino Court	6590		103	\$ 83.44
488-312-12-00-5	2610 Via Serrantino Court	6590		104	\$ 83.44
488-312-13-00-8	2606 Via Serrantino Court	6590		105	\$ 83.44
488-312-14-00-1	2605 Via Serrantino Court	6590		106	\$ 83.44
488-312-15-00-4	2609 Via Serrantino Court	6590		107	\$ 83.44
488-312-16-00-7	2613 Via Serrantino Court	6590		108	\$ 83.44
488-312-17-00-0	2617 Via Serrantino Court	6590		109	\$ 83.44
488-312-18-00-3	2623 Via Serrantino Court	6590		110	\$ 83.44
488-312-19-00-6	1110 Via Athens Blvd.	6590		111	\$ 83.44
488-312-20-00-8	1114 Via Athens Blvd.	6590		112	\$ 83.44
488-312-21-00-1	1118 Via Athens Blvd.	6590		113	\$ 83.44
488-312-22-00-4	1122 Via Athens Blvd.	6590		114	\$ 83.44
488-312-23-00-7	2506 Via Morocco Blvd.	6590		115	\$ 83.44
488-312-24-00-0	2502 Via Morocco Blvd.	6590		116	\$ 83.44
488-312-25-00-3	1012 Via Vargas Blvd.	6590		117	\$ 83.44
488-312-26-00-6	1016 Via Vargas Blvd.	6590		118	\$ 83.44
488-312-27-00-9	2522 Krista Street	6590		119	\$ 83.44
488-312-28-00-2	2518 Krista Street	6590		120	\$ 83.44
488-312-29-00-5	2514 Krista Street	6590		121	\$ 83.44
488-312-30-00-7	1121 Via Santorini Court	6590		122	\$ 83.44
488-312-31-00-0	1117 Via Santorini Court	6590		123	\$ 83.44
488-312-32-00-3	1113 Via Santorini Court	6590		124	\$ 83.44
488-312-33-00-6	1109 Via Santorini Court	6590		125	\$ 83.44
488-312-34-00-9	1105 Via Santorini Court	6590		126	\$ 83.44
488-312-35-00-2	1101 Via Santorini Court	6590		127	\$ 83.44
488-312-36-00-5	1102 Via Santorini Court	6590		128	\$ 83.44
488-312-37-00-8	1106 Via Santorini Court	6590		129	\$ 83.44
488-312-38-00-1	1110 Via Santorini Court	6590		130	\$ 83.44
488-312-39-00-4	1114 Via Santorini Court	6590		131	\$ 83.44
488-312-40-00-6	1118 Via Santorini Court	6590		132	\$ 83.44
488-312-41-00-9	1122 Via Santorini Court	6590		133	\$ 83.44
488-312-42-00-2	2510 Krista Street	6590		134	\$ 83.44
488-312-43-00-5	2506 Krista Street	6590		135	\$ 83.44
488-312-44-00-8	2502 Krista Street	6590		136	\$ 83.44
488-312-45-00-1	1121 Via Barcelona Court	6590		137	\$ 83.44
488-312-46-00-4	1117 Via Barcelona Court	6590		138	\$ 83.44
488-312-47-00-7	1113 Via Barcelona Court	6590		139	\$ 83.44
488-312-48-00-0	1109 Via Barcelona Court	6590		140	\$ 83.44
488-312-49-00-3	1105 Via Barcelona Court	6590		141	\$ 83.44
488-312-50-00-5	1101 Via Barcelona Court	6590		142	\$ 83.44
488-312-51-00-8	1102 Via Barcelona Court	6590		143	\$ 83.44
488-312-52-00-1	1106 Via Barcelona Court	6590		144	\$ 83.44

BENEFIT ZONE #1 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
488-312-53-00-4	1110 Via Barcelona Court	6590		145	\$ 83.44
488-312-54-00-7	1114 Via Barcelona Court	6590		146	\$ 83.44
488-312-55-00-0	1118 Via Barcelona Court	6590		147	\$ 83.44
488-312-56-00-3	1122 Via Barcelona Court	6590		148	\$ 83.44
488-312-57-00-6	1126 Via Barcelona Court	6590		149	\$ 83.44
488-312-58-00-9	1130 Via Barcelona Court	6590		150	\$ 83.44

BENEFIT ZONE #2					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
489-261-01-00-9	1950 Tuscany Way	6432		1	\$ 125.17
489-261-02-00-2	1960 Tuscany Way	6432		2	\$ 125.17
489-261-03-00-5	1970 Tuscany Way	6432		3	\$ 125.17
489-261-04-00-8	1980 Tuscany Way	6432		4	\$ 125.17
489-261-05-00-1	1990 Tuscany Way	6432		5	\$ 125.17
489-262-01-00-6	1991 Cressida Court	6432		6	\$ 125.17
489-262-02-00-9	1981 Cressida Court	6432		7	\$ 125.17
489-262-03-00-2	1971 Cressida Court	6432		8	\$ 125.17
489-262-04-00-5	1961 Cressida Court	6432		23	\$ 125.17
489-262-05-00-8	1951 Cressida Court	6432		24	\$ 125.17
489-262-06-00-1	1941 Cressida Court	6432		25	\$ 125.17
489-262-07-00-4	1931 Cressida Court	6432		26	\$ 125.17
489-262-08-00-7	1921 Cressida Court	6432		27	\$ 125.17
489-262-09-00-0	1911 Cressida Court	6432		28	\$ 125.17
489-262-10-00-2	1901 Cressida Court	6432		29	\$ 125.17
489-263-01-00-3	1790 Granada Way	6432		9	\$ 125.17
489-263-02-00-6	1780 Granada Way	6432		10	\$ 125.17
489-263-03-00-9	1770 Granada Way	6432		11	\$ 125.17
489-263-04-00-2	1760 Granada Way	6432		12	\$ 125.17
489-263-05-00-5	1750 Granada Way	6432		13	\$ 125.17
489-263-06-00-8	1740 Granada Way	6432		14	\$ 125.17
489-263-07-00-1	1730 Granada Way	6432		15	\$ 125.17
489-263-08-00-4	1731 Prairie Rose Way	6432		16	\$ 125.17
489-263-09-00-7	1741 Prairie Rose Way	6432		17	\$ 125.17
489-263-10-00-9	1751 Prairie Rose Way	6432		18	\$ 125.17
489-263-11-00-2	1761 Prairie Rose Way	6432		19	\$ 125.17
489-263-12-00-5	1771 Prairie Rose Way	6432		20	\$ 125.17
489-263-13-00-8	1781 Prairie Rose Way	6432		21	\$ 125.17
489-263-14-00-1	1791 Prairie Rose Way	6432		22	\$ 125.17
489-264-01-00-0	1790 Prairie Rose Way	6432		30	\$ 125.17
489-264-02-00-3	1780 Prairie Rose Way	6432		31	\$ 125.17
489-264-03-00-6	1770 Prairie Rose Way	6432		32	\$ 125.17
489-264-04-00-9	1760 Prairie Rose Way	6432		33	\$ 125.17
489-264-05-00-2	1750 Prairie Rose Way	6432		34	\$ 125.17
489-264-06-00-5	1740 Prairie Rose Way	6432		35	\$ 125.17
489-264-07-00-8	1730 Prairie Rose Way	6432		36	\$ 125.17
489-264-08-00-1	1720 Prairie Rose Way	6432		37	\$ 125.17
489-264-09-00-4	1710 Prairie Rose Way	6432		38	\$ 125.17
489-264-10-00-6	1700 Prairie Rose Way	6432		39	\$ 125.17

BENEFIT ZONE #3					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
490-161-01-00-0	1869 San Jose Avenue	6589	1	37	\$ 141.06
490-161-02-00-3	1855 San Jose Avenue	6589	1	38	\$ 141.06
490-161-03-00-0	1841 San Jose Avenue	6589	1	39	\$ 141.06
490-161-04-00-9	1827 San Jose Avenue	6589	1	40	\$ 141.06
490-161-05-00-2	1813 San Jose Avenue	6589	1	41	\$ 141.06
490-161-06-00-5	1799 San Jose Avenue	6589	1	42	\$ 141.06
490-161-07-00-8	1785 San Jose Avenue	6589	1	43	\$ 141.06
490-161-08-00-1	1771 San Jose Avenue	6589	1	44	\$ 141.06
490-161-09-00-4	1757 San Jose Avenue	6589	1	45	\$ 141.06
490-161-10-00-6	1743 San Jose Avenue	6589	1	46	\$ 141.06
490-161-11-00-9	1729 San Jose Avenue	6589	1	47	\$ 141.06
490-161-12-00-2	1715 San Jose Avenue	6589	1	48	\$ 141.06
490-161-13-00-5	1701 San Jose Avenue	6589	1	49	\$ 141.06
490-162-01-00-7	1700 San Jose Avenue	6589	1	50	\$ 141.06
490-162-02-00-0	1714 San Jose Avenue	6589	1	51	\$ 141.06
490-162-03-00-3	1728 San Jose Avenue	6589	1	52	\$ 141.06
490-162-14-00-6	1742 San Jose Avenue	6589	1	53	\$ 141.06
490-162-05-00-9	1756 San Jose Avenue	6589	1	54	\$ 141.06
490-162-06-00-2	1770 San Jose Avenue	6589	1	55	\$ 141.06
490-162-07-00-5	1784 San Jose Avenue	6589	1	56	\$ 141.06
490-162-08-00-8	1798 San Jose Avenue	6589	1	57	\$ 141.06
490-162-09-00-1	1812 San Jose Avenue	6589	1	58	\$ 141.06
490-162-10-00-3	1826 San Jose Avenue	6589	1	59	\$ 141.06
490-162-11-00-6	1840 San Jose Avenue	6589	1	60	\$ 141.06
490-162-12-00-9	1854 San Jose Avenue	6589	1	61	\$ 141.06
490-162-13-00-2	1868 San Jose Avenue	6589	1	62	\$ 141.06
490-162-14-00-5	1889 Bautista Avenue	6589	1	70	\$ 141.06
490-162-15-00-8	1875 Bautista Avenue	6589	1	71	\$ 141.06
490-162-16-00-1	1859 Bautista Avenue	6589	1	72	\$ 141.06
490-162-17-00-4	1845 Bautista Avenue	6589	1	73	\$ 141.06
490-162-18-00-7	1850 Ventura Court	6589	1	74	\$ 141.06
490-162-19-00-0	1860 Ventura Court	6589	1	75	\$ 141.06
490-162-20-00-2	1870 Ventura Court	6589	1	76	\$ 141.06
490-162-21-00-5	1880 Ventura Court	6589	1	77	\$ 141.06
490-162-22-00-8	1891 Ventura Court	6589	1	78	\$ 141.06
490-162-23-00-1	1881 Ventura Court	6589	1	79	\$ 141.06
490-162-24-00-4	1871 Ventura Court	6589	1	80	\$ 141.06
490-162-25-00-7	1861 Ventura Court	6589	1	81	\$ 141.06
490-162-26-00-0	1851 Ventura Court	6589	1	82	\$ 141.06
490-162-27-00-3	1841 Ventura Court	6589	1	83	\$ 141.06
490-162-28-00-6	1831 Ventura Court	6589	1	84	\$ 141.06
490-162-29-00-9	1821 Ventura Court	6589	1	85	\$ 141.06
490-162-30-00-1	1811 Ventura Court	6589	1	86	\$ 141.06
490-162-31-00-4	1801 Ventura Court	6589	1	87	\$ 141.06
490-162-32-00-7	1800 Ventura Court	6589	1	88	\$ 141.06
490-162-33-00-0	1810 Ventura Court	6589	1	89	\$ 141.06

BENEFIT ZONE #3 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
490-162-34-00-3	1820 Ventura Court	6589	1	90	\$ 141.06
490-162-35-00-6	1830 Ventura Court	6589	1	91	\$ 141.06
490-162-36-00-9	1840 Ventura Court	6589	1	92	\$ 141.06
490-162-37-00-2	1815 Bautista Avenue	6589	1	93	\$ 141.06
490-162-38-00-5	1801 Bautista Avenue	6589	1	94	\$ 141.06
490-162-39-00-8	1775 Bautista Avenue	6589	1	95	\$ 141.06
490-163-01-00-4	1800 Bautista Avenue	6589	1	1	\$ 141.06
490-163-02-00-7	1814 Bautista Avenue	6589	1	2	\$ 141.06
490-163-03-00-0	1830 Bautista Avenue	6589	1	3	\$ 141.06
490-163-04-00-3	1844 Bautista Avenue	6589	1	4	\$ 141.06
490-163-05-00-6	1858 Bautista Avenue	6589	1	5	\$ 141.06
490-163-06-00-9	1874 Bautista Avenue	6589	1	6	\$ 141.06
490-163-07-00-2	1890 Bautista Avenue	6589	1	7	\$ 141.06
490-171-01-00-3	2498 Buenaventura Street	6589	1	30	\$ 141.06
490-171-02-00-6	2484 Buenaventura Street	6589	1	31	\$ 141.06
490-172-01-00-0	2434 Buenaventura Street	6589	1	32	\$ 141.06
490-172-02-00-3	2416 Buenaventura Street	6589	1	33	\$ 141.06
490-172-03-00-6	2398 Buenaventura Street	6589	1	34	\$ 141.06
490-172-04-00-9	1889 San Jose Avenue	6589	1	35	\$ 141.06
490-172-05-00-2	1885 San Jose Avenue	6589	1	36	\$ 141.06
490-173-01-00-7	2326 Buenaventura Street	6589	1	63	\$ 141.06
490-173-02-00-0	2308 Buenaventura Street	6589	1	64	\$ 141.06
490-173-03-00-3	2290 Buenaventura Street	6589	1	65	\$ 141.06
490-173-04-00-6	2272 Buenaventura Street	6589	1	66	\$ 141.06
490-173-05-00-9	2254 Buenaventura Street	6589	1	67	\$ 141.06
490-173-06-00-2	2234 Buenaventura Street	6589	1	68	\$ 141.06
490-173-07-00-5	2216 Buenaventura Street	6589	1	69	\$ 141.06
490-174-02-00-7	1904 Bautista Avenue	6589	1	8	\$ 141.06
490-174-03-00-0	1920 Bautista Avenue	6589	1	9	\$ 141.06
490-174-04-00-3	1934 Bautista Avenue	6589	1	10	\$ 141.06
490-174-05-00-6	1950 Bautista Avenue	6589	1	11	\$ 141.06
490-174-06-00-9	1966 Bautista Avenue	6589	1	12	\$ 141.06
490-174-07-00-2	2217 Buenaventura Street	6589	1	13	\$ 141.06
490-174-08-00-5	2235 Buenaventura Street	6589	1	14	\$ 141.06
490-174-09-00-8	2253 Buenaventura Street	6589	1	15	\$ 141.06
490-174-10-00-0	2271 Buenaventura Street	6589	1	16	\$ 141.06
490-174-11-00-3	2289 Buenaventura Street	6589	1	17	\$ 141.06
490-174-12-00-6	2307 Buenaventura Street	6589	1	18	\$ 141.06
490-174-13-00-9	2325 Buenaventura Street	6589	1	19	\$ 141.06
490-174-14-00-2	2343 Buenaventura Street	6589	1	20	\$ 141.06
490-174-15-00-5	2361 Buenaventura Street	6589	1	21	\$ 141.06
490-174-16-00-8	2379 Buenaventura Street	6589	1	22	\$ 141.06
490-174-17-00-1	2397 Buenaventura Street	6589	1	23	\$ 141.06
490-174-18-00-4	2415 Buenaventura Street	6589	1	24	\$ 141.06
490-174-19-00-7	2433 Buenaventura Street	6589	1	25	\$ 141.06
490-174-20-00-9	2451 Buenaventura Street	6589	1	26	\$ 141.06
490-174-21-00-2	2469 Buenaventura Street	6589	1	27	\$ 141.06
490-174-22-00-5	2487 Buenaventura Street	6589	1	28	\$ 141.06
490-174-23-00-8	2499 Buenaventura Street	6589	1	29	\$ 141.06



BENEFIT ZONE #4					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
487-361-01-00-4	414 Quaking Aspen Avenue	6334	1	1	\$ 195.51
487-361-02-00-7	410 Quaking Aspen Avenue	6334	1	2	\$ 195.51
487-361-03-00-0	406 Quaking Aspen Avenue	6334	1	3	\$ 195.51
487-361-04-00-3	402 Quaking Aspen Avenue	6334	1	4	\$ 195.51
487-361-05-00-6	314 Quaking Aspen Avenue	6334	1	5	\$ 195.51
487-361-06-00-9	310 Quaking Aspen Avenue	6334	1	6	\$ 195.51
487-361-07-00-2	306 Quaking Aspen Avenue	6334	1	7	\$ 195.51
487-361-08-00-5	302 Quaking Aspen Avenue	6334	1	8	\$ 195.51
487-361-09-00-8	301 Summershade Court	6334	1	9	\$ 195.51
487-361-10-00-0	305 Summershade Court	6334	1	10	\$ 195.51
487-361-11-00-3	309 Summershade Court	6334	1	11	\$ 195.51
487-361-12-00-6	313 Summershade Court	6334	1	12	\$ 195.51
487-361-13-00-9	401 Summershade Court	6334	1	13	\$ 195.51
487-361-14-00-2	405 Summershade Court	6334	1	14	\$ 195.51
487-361-15-00-5	409 Summershade Court	6334	1	15	\$ 195.51
487-361-16-00-8	413 Summershade Court	6334	1	16	\$ 195.51
487-362-01-00-1	412 Summershade Court	6334	1	17	\$ 195.51
487-362-02-00-4	408 Summershade Court	6334	1	18	\$ 195.51
487-362-03-00-7	404 Summershade Court	6334	1	19	\$ 195.51
487-362-04-00-0	400 Summershade Court	6334	1	20	\$ 195.51
487-362-05-00-3	312 Summershade Court	6334	1	21	\$ 195.51
487-362-06-00-6	308 Summershade Court	6334	1	22	\$ 195.51
487-362-07-00-9	304 Summershade Court	6334	1	23	\$ 195.51
487-362-08-00-2	300 Summershade Court	6334	1	24	\$ 195.51
487-362-09-00-5	303 Goldspire Court	6334	1	25	\$ 195.51
487-362-10-00-7	307 Goldspire Court	6334	1	26	\$ 195.51
487-362-11-00-0	311 Goldspire Court	6334	1	27	\$ 195.51
487-362-12-00-3	315 Goldspire Court	6334	1	28	\$ 195.51
487-362-13-00-6	403 Goldspire Court	6334	1	29	\$ 195.51
487-362-14-00-9	407 Goldspire Court	6334	1	30	\$ 195.51
487-362-15-00-2	411 Goldspire Court	6334	1	31	\$ 195.51
487-362-16-00-5	415 Goldspire Court	6334	1	32	\$ 195.51
487-363-01-00-8	414 Goldspire Court	6334	1	33	\$ 195.51
487-363-02-00-1	410 Goldspire Court	6334	1	34	\$ 195.51
487-363-03-00-4	406 Goldspire Court	6334	1	35	\$ 195.51
487-363-04-00-7	402 Goldspire Court	6334	1	36	\$ 195.51
487-363-05-00-0	314 Goldspire Court	6334	1	37	\$ 195.51
487-363-06-00-3	310 Goldspire Court	6334	1	38	\$ 195.51
487-363-07-00-6	306 Goldspire Court	6334	1	39	\$ 195.51
487-363-08-00-9	302 Goldspire Court	6334	1	40	\$ 195.51
487-363-09-00-2	301 Pomegranate Court	6334	1	41	\$ 195.51
487-363-10-00-4	305 Pomegranate Court	6334	1	42	\$ 195.51



BENEFIT ZONE #4 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
487-363-11-00-7	309 Pomegranat e Court	6334	1	43	\$ 195.51
487-363-12-00-0	313 Pomegranat e Court	6334	1	44	\$ 195.51
487-363-13-00-3	401 Pomegranat e Court	6334	1	45	\$ 195.51
487-363-14-00-6	405 Pomegranat e Court	6334	1	46	\$ 195.51
487-363-15-00-9	409 Pomegranat e Court	6334	1	47	\$ 195.51
487-363-16-00-2	413 Pomegranat e Court	6334	1	48	\$ 195.51
487-364-01-00-5	412 Pomegranat e Court	6334	1	49	\$ 195.51
487-364-02-00-8	408 Pomegranat e Court	6334	1	50	\$ 195.51
487-364-03-00-1	404 Pomegranat e Court	6334	1	51	\$ 195.51
487-364-04-00-4	400 Pomegranat e Court	6334	1	52	\$ 195.51
487-364-05-00-7	312 Pomegranat e Court	6334	1	53	\$ 195.51
487-364-06-00-0	308 Pomegranat e Court	6334	1	54	\$ 195.51
487-364-07-00-3	304 Pomegranat e Court	6334	1	55	\$ 195.51
487-364-08-00-6	300 Pomegranat e Court	6334	1	56	\$ 195.51
487-365-01-00-2	2101 Persimmon Street	6334	1	57	\$ 195.51
487-365-02-00-5	2105 Persimmon Street	6334	1	58	\$ 195.51
487-365-03-00-8	2109 Persimmon Street	6334	1	59	\$ 195.51
487-365-04-00-1	2113 Persimmon Street	6334	1	60	\$ 195.51
487-365-05-00-4	2117 Persimmon Street	6334	1	61	\$ 195.51
487-365-06-00-7	2121 Persimmon Street	6334	1	62	\$ 195.51
487-365-07-00-0	2125 Persimmon Street	6334	1	63	\$ 195.51
487-365-08-00-3	2129 Persimmon Street	6334	1	64	\$ 195.51
487-365-09-00-6	2133 Persimmon Street	6334	1	65	\$ 195.51
487-365-10-00-8	2137 Persimmon Street	6334	1	66	\$ 195.51
487-365-11-00-1	2201 Persimmon Street	6334	1	67	\$ 195.51
487-365-12-00-4	2205 Persimmon Street	6334	1	68	\$ 195.51
487-365-13-00-7	2209 Persimmon Street	6334	1	69	\$ 195.51
487-365-14-00-0	2213 Persimmon Street	6334	1	70	\$ 195.51
487-365-15-00-3	2217 Persimmon Street	6334	1	71	\$ 195.51
487-365-16-00-6	2221 Persimmon Street	6334	1	72	\$ 195.51
487-365-17-00-9	2225 Persimmon Street	6334	1	73	\$ 195.51
487-321-04-00-1	2020 Ironbark Street	6473	1	4	\$ 195.51
487-321-05-00-4	2000 Ironbark Street	6473	1	5	\$ 195.51
487-321-06-00-7	1980 Ironbark Street	6473	1	6	\$ 195.51
487-321-07-00-0	1960 Ironbark Street	6473	1	7	\$ 195.51
487-321-08-00-3	1940 Ironbark Street	6473	1	8	\$ 195.51
487-321-09-00-6	1920 Ironbark Street	6473	1	9	\$ 195.51
487-321-10-00-8	1900 Ironbark Street	6473	1	10	\$ 195.51
487-321-11-00-1	1880 Ironbark Street	6473	1	11	\$ 195.51
487-321-12-00-4	1860 Ironbark Street	6473	1	12	\$ 195.51
487-322-01-00-9	396 Saguaro Court	6473	1	13	\$ 195.51
487-322-02-00-2	368 Saguaro Court	6473	1	14	\$ 195.51
487-322-03-00-5	340 Saguaro Court	6473	1	15	\$ 195.51
487-322-04-00-8	312 Saguaro Court	6473	1	16	\$ 195.51
487-322-05-00-1	284 Saguaro Court	6473	1	17	\$ 195.51
487-322-06-00-4	228 Saguaro Court	6473	1	18	\$ 195.51
487-322-07-00-7	200 Saguaro Court	6473	1	19	\$ 195.51
487-322-08-00-0	201 Saguaro Court	6473	1	20	\$ 195.51
487-322-09-00-3	229 Saguaro Court	6473	1	21	\$ 195.51

BENEFIT ZONE #4 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
487-322-10-00-5	285 Saguario Court	6473	1	22	\$ 195.51
487-322-11-00-8	313 Saguario Court	6473	1	23	\$ 195.51
487-322-12-00-1	341 Saguario Court	6473	1	24	\$ 195.51
487-322-13-00-4	369 Saguario Court	6473	1	25	\$ 195.51
487-322-14-00-7	397 Saguario Court	6473	1	26	\$ 195.51
487-322-15-00-0	396 Mesquite Court	6473	1	27	\$ 195.51
487-322-16-00-3	368 Mesquite Court	6473	1	28	\$ 195.51
487-322-17-00-6	340 Mesquite Court	6473	1	29	\$ 195.51
487-322-18-00-9	312 Mesquite Court	6473	1	30	\$ 195.51
487-322-19-00-2	284 Mesquite Court	6473	1	31	\$ 195.51
487-322-20-00-4	228 Mesquite Court	6473	1	32	\$ 195.51
487-322-21-00-7	200 Mesquite Court	6473	1	33	\$ 195.51
487-322-22-00-0	201 Mesquite Court	6473	1	34	\$ 195.51
487-322-23-00-3	229 Mesquite Court	6473	1	35	\$ 195.51
487-322-24-00-6	285 Mesquite Court	6473	1	36	\$ 195.51
487-322-25-00-9	313 Mesquite Court	6473	1	37	\$ 195.51
487-322-26-00-2	341 Mesquite Court	6473	1	38	\$ 195.51
487-322-27-00-5	369 Mesquite Court	6473	1	39	\$ 195.51
487-322-28-00-8	397 Mesquite Court	6473	1	40	\$ 195.51
487-371-01-00-7	342 Smoke Tree Court	6473	2	1	\$ 195.51
487-371-02-00-0	338 Smoke Tree Court	6473	2	2	\$ 195.51
487-371-03-00-3	334 Smoke Tree Court	6473	2	3	\$ 195.51
487-371-04-00-6	330 Smoke Tree Court	6473	2	4	\$ 195.51
487-371-05-00-9	326 Smoke Tree Court	6473	2	5	\$ 195.51
487-371-06-00-2	322 Smoke Tree Court	6473	2	6	\$ 195.51
487-371-07-00-5	318 Smoke Tree Court	6473	2	7	\$ 195.51
487-371-08-00-8	314 Smoke Tree Court	6473	2	8	\$ 195.51
487-371-09-00-1	310 Smoke Tree Court	6473	2	9	\$ 195.51
487-371-10-00-3	306 Smoke Tree Court	6473	2	10	\$ 195.51
487-371-11-00-6	302 Smoke Tree Court	6473	2	11	\$ 195.51
487-371-12-00-9	301 Smoke Tree Court	6473	2	12	\$ 195.51
487-371-13-00-2	305 Smoke Tree Court	6473	2	13	\$ 195.51
487-371-14-00-5	309 Smoke Tree Court	6473	2	14	\$ 195.51
487-371-15-00-8	313 Smoke Tree Court	6473	2	15	\$ 195.51
487-371-16-00-1	317 Smoke Tree Court	6473	2	16	\$ 195.51
487-371-17-00-4	321 Smoke Tree Court	6473	2	17	\$ 195.51
487-371-18-00-7	325 Smoke Tree Court	6473	2	18	\$ 195.51
487-371-19-00-0	324 Sagebrush Court	6473	2	19	\$ 195.51
487-371-20-00-2	320 Sagebrush Court	6473	2	20	\$ 195.51
487-371-21-00-5	316 Sagebrush Court	6473	2	21	\$ 195.51
487-371-22-00-8	312 Sagebrush Court	6473	2	22	\$ 195.51
487-371-23-00-1	308 Sagebrush Court	6473	2	23	\$ 195.51
487-371-24-00-4	304 Sagebrush Court	6473	2	24	\$ 195.51
487-371-25-00-7	300 Sagebrush Court	6473	2	25	\$ 195.51
487-371-26-00-0	303 Sagebrush Court	6473	2	26	\$ 195.51
487-371-27-00-3	307 Sagebrush Court	6473	2	27	\$ 195.51
487-371-28-00-6	311 Sagebrush Court	6473	2	28	\$ 195.51
487-371-29-00-9	315 Sagebrush Court	6473	2	29	\$ 195.51
487-371-30-00-1	319 Sagebrush Court	6473	2	30	\$ 195.51

<b>BENEFIT ZONE #4 (continued)</b>					
<b>Assessor's Tax Number.</b>	<b>Address</b>	<b>Tract</b>	<b>Phase</b>	<b>Lot No.</b>	<b>Annual Assessment</b>
487-371-31-00-4	323 Sagebrush Court	6473	2	31	\$ 195.51
487-371-32-00-7	327 Sagebrush Court	6473	2	32	\$ 195.51
487-372-01-00-4	1850 Ironbark Street	6473	2	33	\$ 195.51
487-372-02-00-7	1840 Ironbark Street	6473	2	34	\$ 195.51
487-372-03-00-0	1830 Ironbark Street	6473	2	35	\$ 195.51
487-372-04-00-3	1820 Ironbark Street	6473	2	36	\$ 195.51
487-372-05-00-6	1810 Ironbark Street	6473	2	37	\$ 195.51
487-372-06-00-9	1800 Ironbark Street	6473	2	38	\$ 195.51
487-372-07-00-2	1790 Ironbark Street	6473	2	39	\$ 195.51
487-372-08-00-5	1780 Ironbark Street	6473	2	40	\$ 195.51
487-341-02-00-1	1902 Climbing Rose Ave	6600	1	1	\$ 195.51
487-341-03-00-4	1906 Climbing Rose Ave	6600	1	2	\$ 195.51
487-341-04-00-7	1910 Climbing Rose Ave	6600	1	3	\$ 195.51
487-341-07-00-6	709 Celestial Way	6600	1	16	\$ 195.51
487-341-08-00-9	705 Celestial Way	6600	1	17	\$ 195.51
487-341-09-00-2	701 Celestial Way	6600	1	18	\$ 195.51
487-341-10-00-4	2009 Bloomfield Avenue	6600	1	19	\$ 195.51
487-341-11-00-7	2005 Bloomfield Avenue	6600	1	20	\$ 195.51
487-341-12-00-0	2001 Bloomfield Avenue	6600	1	21	\$ 195.51
487-341-13-00-3	1911 Bloomfield Avenue	6600	1	22	\$ 195.51
487-341-14-00-6	1907 Bloomfield Avenue	6600	1	23	\$ 195.51
487-341-15-00-9	1905 Bloomfield Avenue	6600	1	24	\$ 195.51
487-341-16-00-2	1901 Bloomfield Avenue	6600	1	25	\$ 195.51
487-341-17-00-5	1906 Prosperity Lane	6600	1	26	\$ 195.51
487-341-18-00-8	1910 Prosperity Lane	6600	1	27	\$ 195.51
487-341-19-00-1	1914 Prosperity Lane	6600	1	28	\$ 195.51
487-341-20-00-3	2002 Prosperity Lane	6600	1	29	\$ 195.51
487-341-21-00-6	2006 Prosperity Lane	6600	1	30	\$ 195.51
487-341-22-00-9	2010 Prosperity Lane	6600	1	31	\$ 195.51
487-341-23-00-2	2014 Prosperity Lane	6600	1	32	\$ 195.51
487-341-24-00-5	2018 Prosperity Lane	6600	1	33	\$ 195.51
487-342-01-00-5	2005 Climbing Rose Ave	6600	1	4	\$ 195.51
487-342-02-00-8	2001 Climbing Rose Ave	6600	1	5	\$ 195.51
487-342-03-00-1	1913 Climbing Rose Ave	6600	1	6	\$ 195.51
487-342-04-00-4	1909 Climbing Rose Ave	6600	1	7	\$ 195.51
487-342-05-00-7	1905 Climbing Rose Ave	6600	1	8	\$ 195.51
487-342-06-00-0	1901 Climbing Rose Ave	6600	1	9	\$ 195.51
487-342-07-00-3	1900 Bloomfield Avenue	6600	1	10	\$ 195.51
487-342-08-00-6	1904 Bloomfield Avenue	6600	1	11	\$ 195.51
487-342-09-00-9	1908 Bloomfield Avenue	6600	1	12	\$ 195.51
487-342-10-00-1	1912 Bloomfield Avenue	6600	1	13	\$ 195.51
487-342-11-00-4	2000 Bloomfield Avenue	6600	1	14	\$ 195.51
487-342-12-00-7	2004 Bloomfield Avenue	6600	1	15	\$ 195.51
487-343-01-00-2	611 Violette Street	6600	1	34	\$ 195.51
487-343-02-00-5	607 Violette Street	6600	1	35	\$ 195.51
487-343-03-00-8	603 Violette Street	6600	1	36	\$ 195.51
487-343-04-00-1	515 Violette Street	6600	1	37	\$ 195.51

BENEFIT ZONE #4 (continued)					
Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
487-343-05-00-4	511 Violette Street	6600	1	38	\$ 195.51
487-343-06-00-7	507 Violette Street	6600	1	39	\$ 195.51
487-343-07-00-0	503 Violette Street	6600	1	40	\$ 195.51
487-343-09-00-6	1907 Penelope Avenue	6600	1	53	\$ 195.51
487-343-10-00-8	1903 Penelope Avenue	6600	1	54	\$ 195.51
487-343-11-00-1	500 Cornelia Street	6600	1	55	\$ 195.51
487-343-12-00-4	504 Cornelia Street	6600	1	56	\$ 195.51
487-343-13-00-7	508 Cornelia Street	6600	1	57	\$ 195.51
487-343-14-00-0	600 Cornelia Street	6600	1	58	\$ 195.51
487-343-15-00-3	604 Cornelia Street	6600	1	59	\$ 195.51
487-343-16-00-6	608 Cornelia Street	6600	1	60	\$ 195.51
487-343-17-00-9	612 Cornelia Street	6600	1	61	\$ 195.51
487-343-18-00-2	613 North Maple Avenue	6600	1	62	\$ 195.51
487-343-19-00-5	609 North Maple Avenue	6600	1	63	\$ 195.51
487-343-20-00-7	605 North Maple Avenue	6600	1	64	\$ 195.51
487-343-21-00-0	601 North Maple Avenue	6600	1	65	\$ 195.51
487-343-22-00-3	513 North Maple Avenue	6600	1	66	\$ 195.51
487-343-23-00-6	509 North Maple Avenue	6600	1	67	\$ 195.51
487-343-24-00-9	505 North Maple Avenue	6600	1	68	\$ 195.51
487-343-25-00-2	501 North Maple Avenue	6600	1	69	\$ 195.51
487-344-01-00-9	508 Violette Street	6600	1	41	\$ 195.51
487-344-02-00-2	512 Violette Street	6600	1	42	\$ 195.51
487-344-03-00-5	602 Violette Street	6600	1	43	\$ 195.51
487-344-04-00-8	606 Violette Street	6600	1	44	\$ 195.51
487-344-05-00-1	610 Violette Street	6600	1	45	\$ 195.51
487-344-06-00-4	614 Violette Street	6600	1	46	\$ 195.51
487-344-07-00-7	613 Cornelia Street	6600	1	47	\$ 195.51
487-344-08-00-0	609 Cornelia Street	6600	1	48	\$ 195.51
487-344-09-00-3	605 Cornelia Street	6600	1	49	\$ 195.51
487-344-10-00-5	601 Cornelia Street	6600	1	50	\$ 195.51
487-344-11-00-8	509 Cornelia Street	6600	1	51	\$ 195.51
487-344-12-00-1	505 Cornelia Street	6600	1	52	\$ 195.51
487-345-02-00-9	700 North Maple Street	6600	1	70	\$ 195.51
487-345-03-00-2	704 North Maple Street	6600	1	71	\$ 195.51
487-345-04-00-5	800 North Maple Street	6600	1	72	\$ 195.51
487-345-05-00-8	804 North Maple Street	6600	1	73	\$ 195.51
487-345-06-00-1	808 North Maple Street	6600	1	74	\$ 195.51
487-345-07-00-4	900 North Maple Street	6600	1	75	\$ 195.51

## EXHIBIT "D" METHOD OF APPORTIONMENT

### WASCO MAINTENANCE DISTRICT NO. 06-1

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The improvements described in Exhibit "A" are provided for the benefit of each lot or parcel in the Maintenance District. Each lot or parcel is deemed to benefit proportionally within its zone of benefit in accordance with land use and therefore will bear its proportionate share of costs.

The method of apportionment of assessment is as follows:

Individual Costs:

100% of the cost of estimated operation and maintenance is divided on a proportional basis for R-1 lots within the benefits zones within the assessment district. Lots are assessed a proportional share at time of Final Map recordation.

The District was divided in four Benefit Zones.

Benefit Zone #1 consists of tracts with 19,999 square feet of landscaping and lighting.

Benefit Zone #2 consists of tracts with 20,000-39,999 square feet of landscaping and lighting.

Benefit Zone #3 consists of tracts with 40,000–59,999 square feet of landscaping and lighting.

Benefit Zone #4 consists of tracts with varying square footage of landscaping of lighting that also were determined to receive benefit from the Park Landscaping in Tract 6486.

Duration of Assessments and Inflation Increases:

The duration of the assessments to be levied on all parcels of land within the Assessment District, as identified in the report, is perpetual. For each year following the first year of the assessment, the amounts of the assessments designated in the assessment roll may be increased annually, without further notice of ballot, by an amount equal to the annual Consumer Price Index (CPI) for Los Angeles – Riverside – Orange County Area provided by the U.S. Department of Labor (Bureau of Labor Statistics); provided that the maximum increase shall not exceed the lesser of (i) the estimated cost to the City, or (ii) four percent (4%). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1 – December 31) just prior to the assessment period affected (July 1 – June 30). The benchmark CPI to be used in this calculation shall include all items of the index, including food and energy items.

## PROPOSITION 218 BENEFIT ANALYSIS

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### Special Benefit

The continuing maintenance of landscaped areas in the District provides direct benefits to the properties within each respective Tract and provides a more pleasant environment to live, drive, walk, and work. The main function of these landscape improvements and related elements is to serve as a visually pleasing enhancement for the benefit of the adjoining developments for which the upgrades were constructed. These landscape improvements are an essential part of the physical environment of parcels in the district, and if not properly maintained these parcels would be aesthetically affected. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties located in a district.

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Tract

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### General Benefit

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside this Tract.



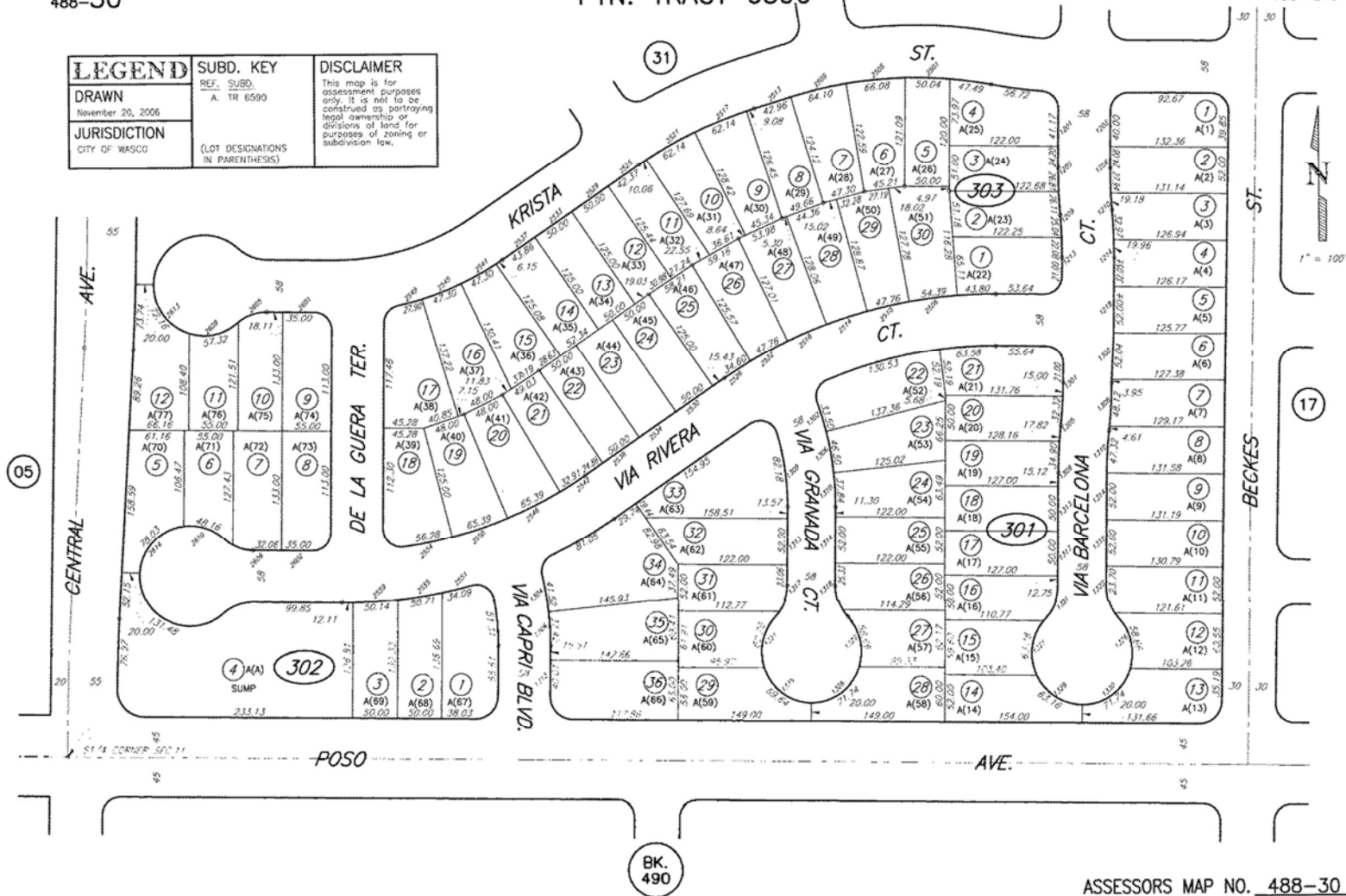
# EXHIBIT "E" TRACT DIAGRAMS

488-30

PTN. TRACT 6590

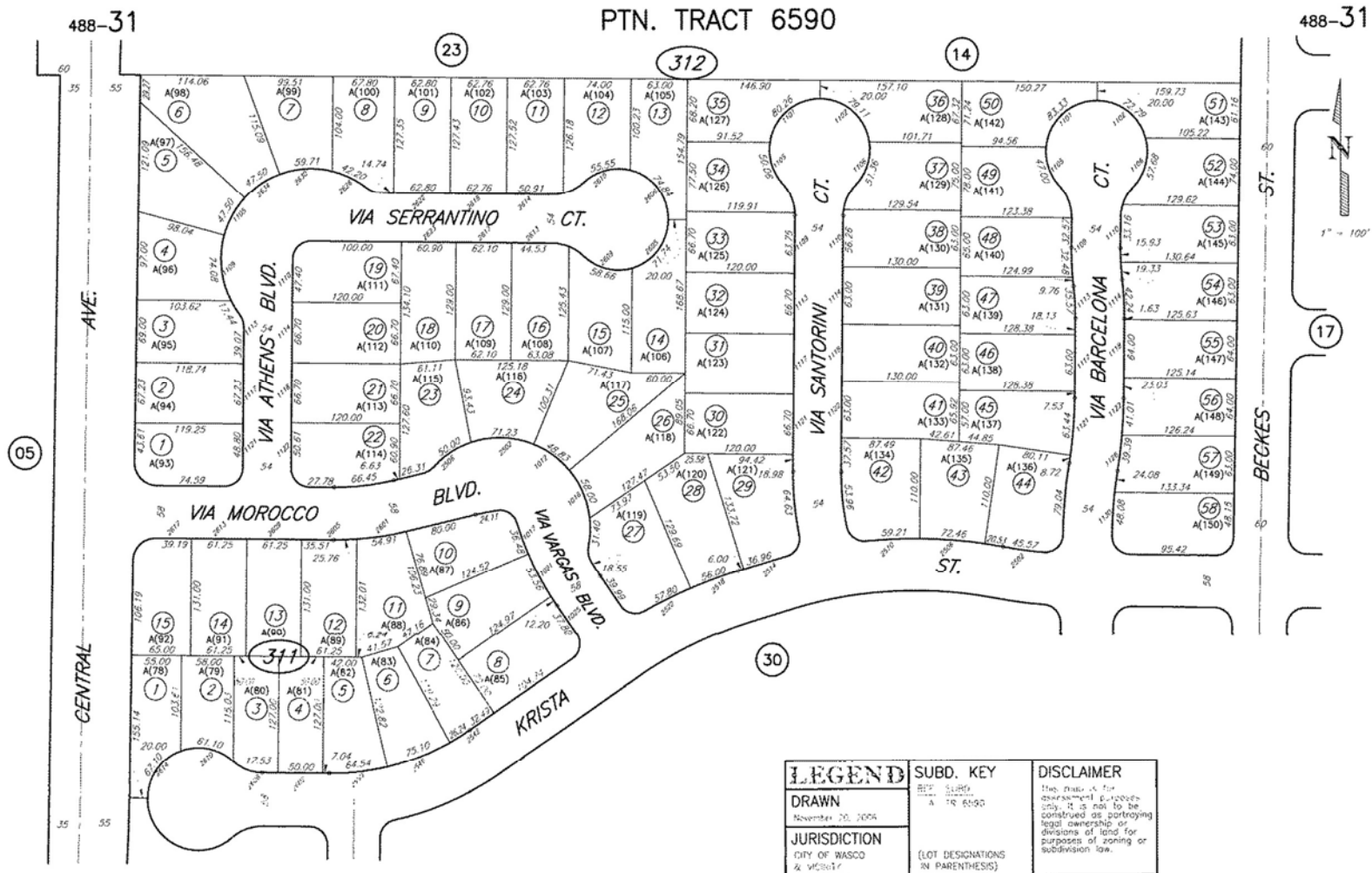
488-30

LEGEND	SUBD. KEY	DISCLAIMER
DRAWN November 20, 2006	REF. SUBD. A. TR 6590	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
JURISDICTION CITY OF WASCO	(LOT DESIGNATIONS IN PARENTHESES)	



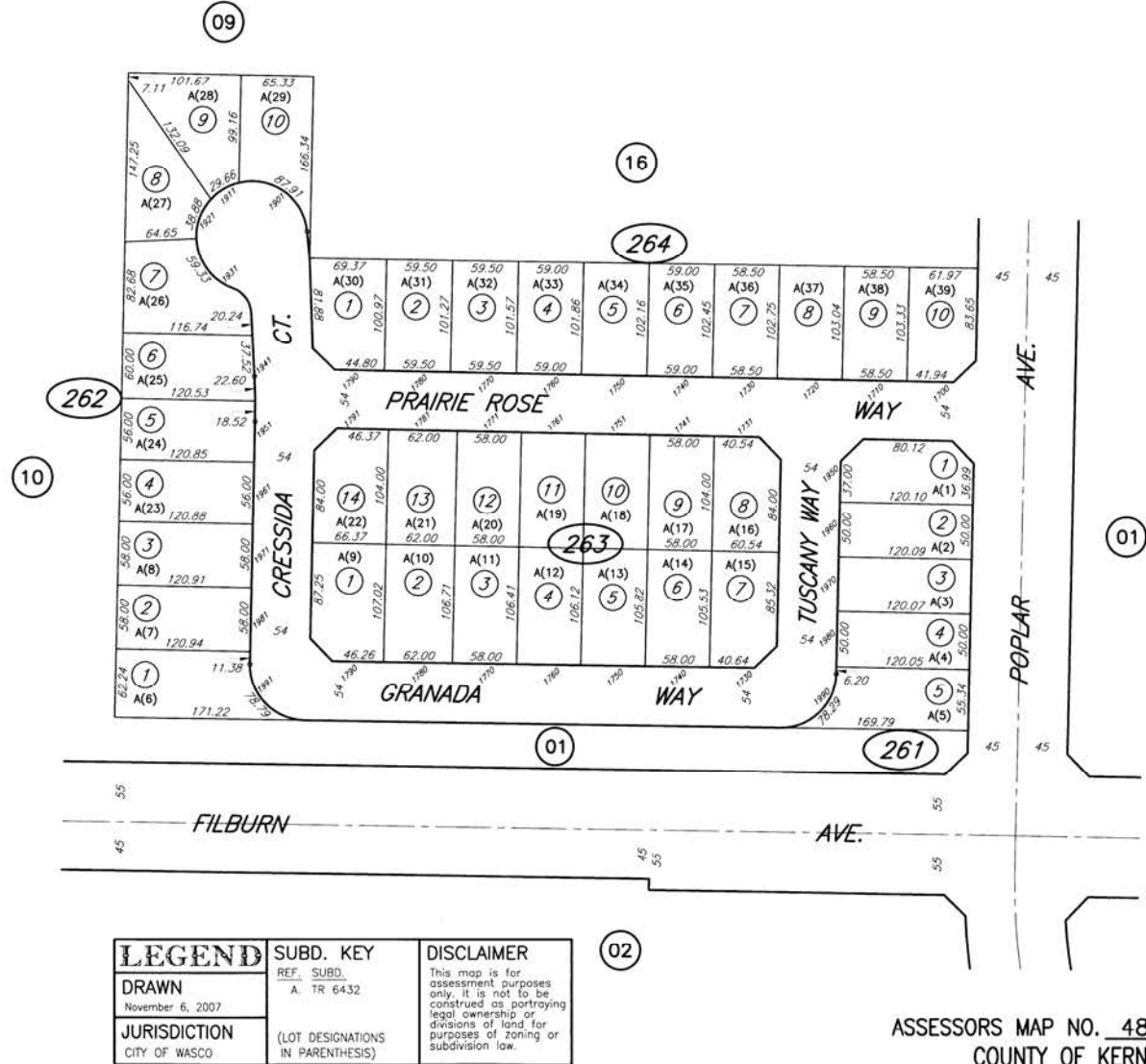
ASSESSORS MAP NO. 488-30  
COUNTY OF KERN



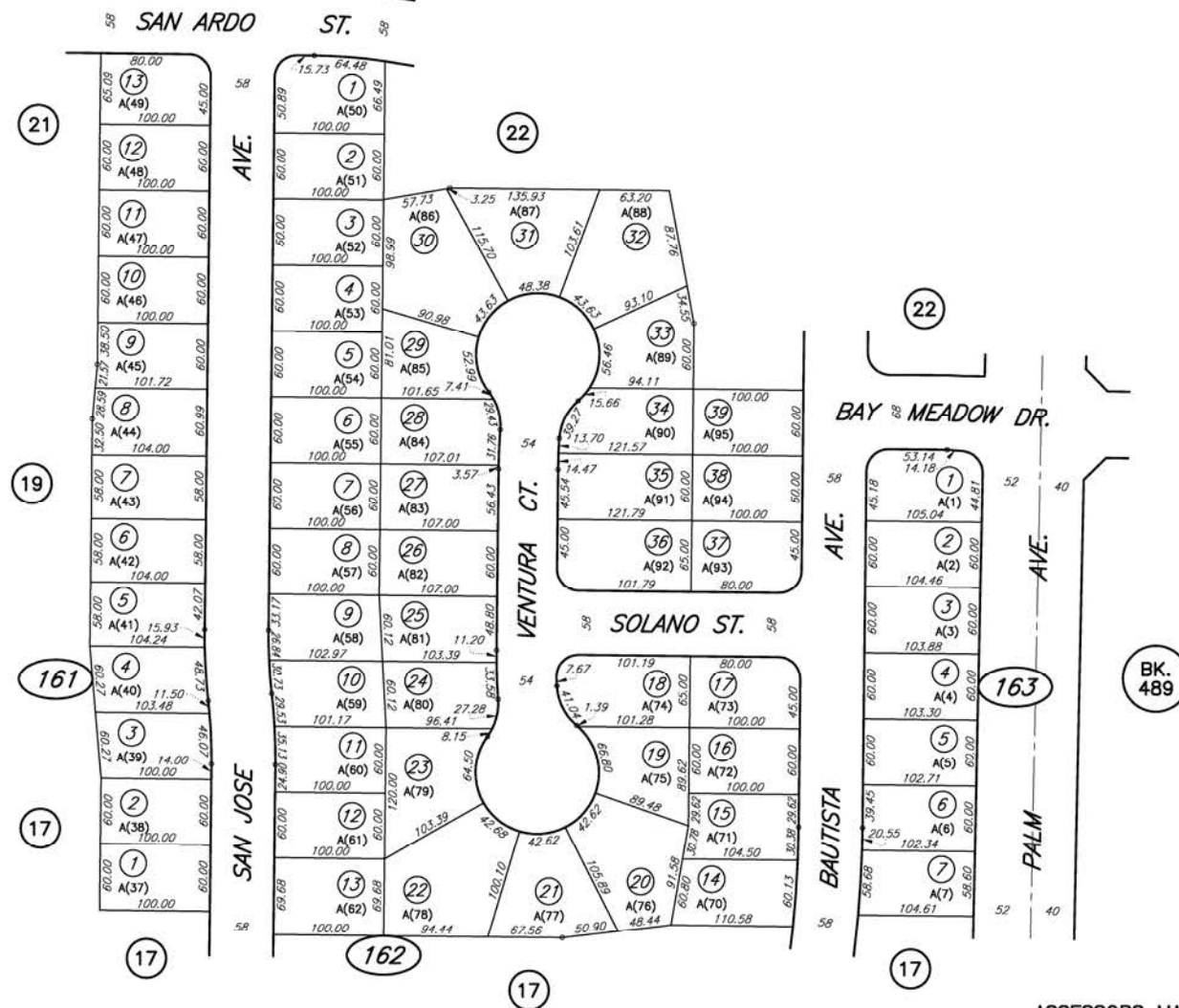


ASSESSORS MAP NO. 488-31  
COUNTY OF KERN

TRACT 6432  
PTN. NW1/4 SEC 13 T.27S. R.24E.

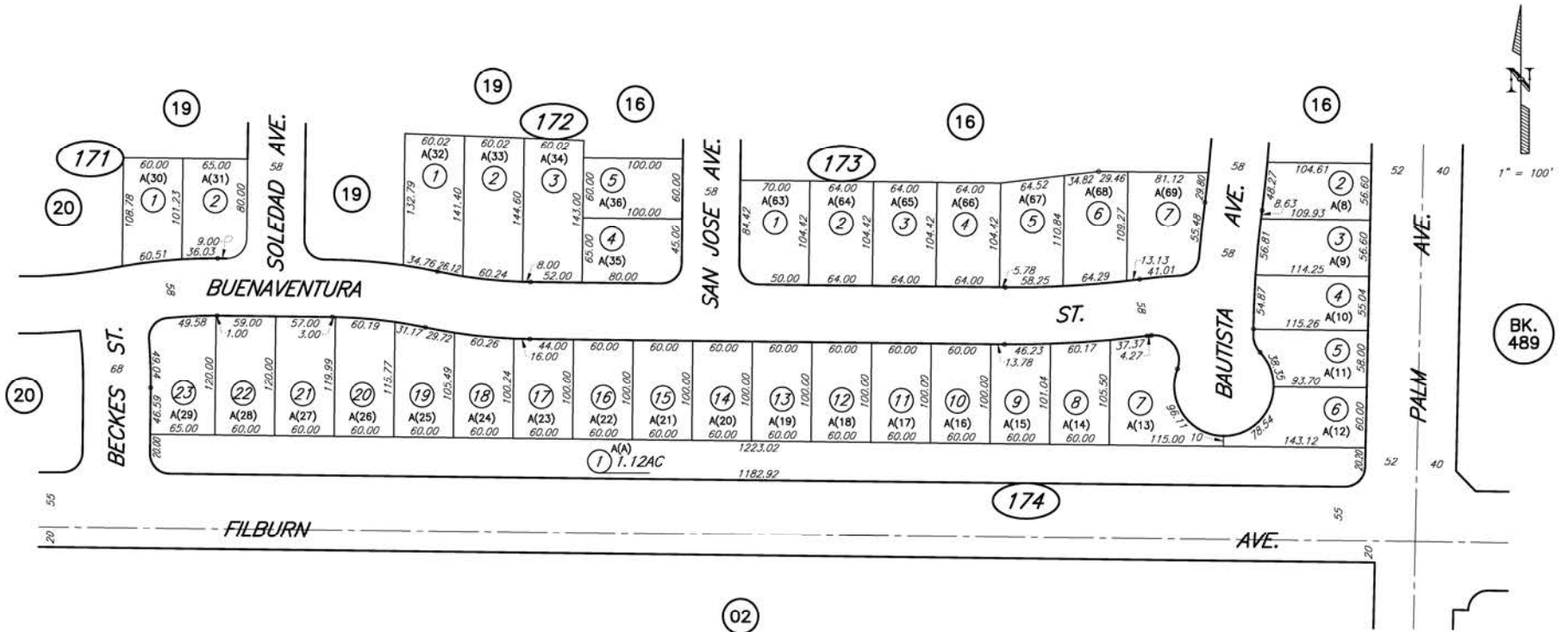


LEGEND	
REVISED	December 19, 2018
JURISDICTION	CITY OF WASCO
SUBD. KEY	REF. SUBD. A. TR 6589 PH 1
(LOT DESIGNATIONS IN PARENTHESIS)	
DISCLAIMER	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



ASSESSORS MAP NO. 490-16  
COUNTY OF KERN

TRACT 6589 PHASE 1  
PTN. NE1/4 SEC. 14 T.27S. R.24E.



LEGEND	SUBD. KEY	DISCLAIMER
REVISED August 6, 2018	REF. SUBD. A. TR 6589 PH 1	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
JURISDICTION CITY OF WASCO & VICINITY	(LOT DESIGNATIONS IN PARENTHESES)	

ASSESSORS MAP NO. 490-17  
COUNTY OF KERN



TRACT 6334 PHASE 1  
PTN. SE1/4 SEC. 2 T.27S. R.24E.

487-36

(PG. 01)

(PG. 35)

(PG. 32)

(PG. 29)

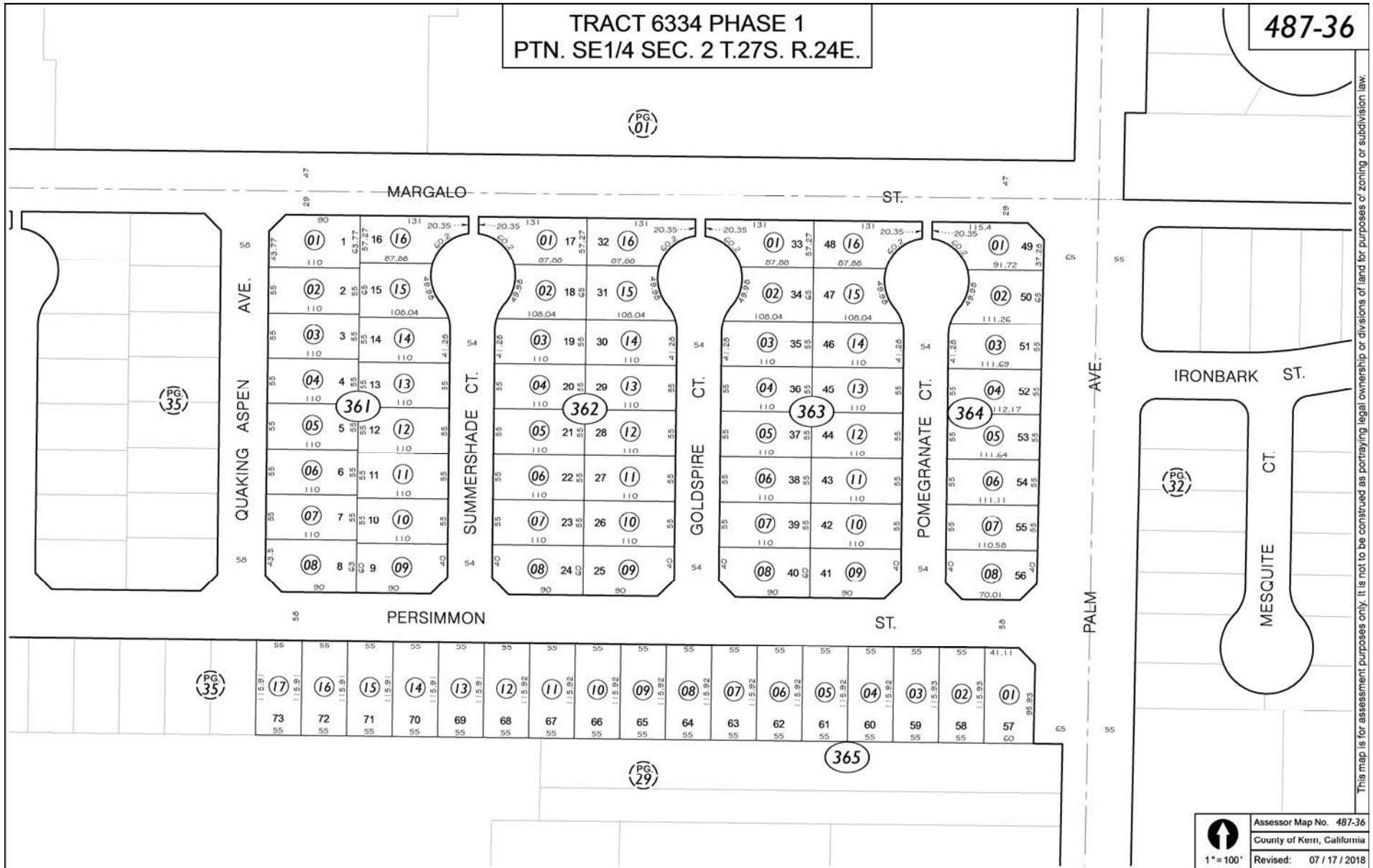
365



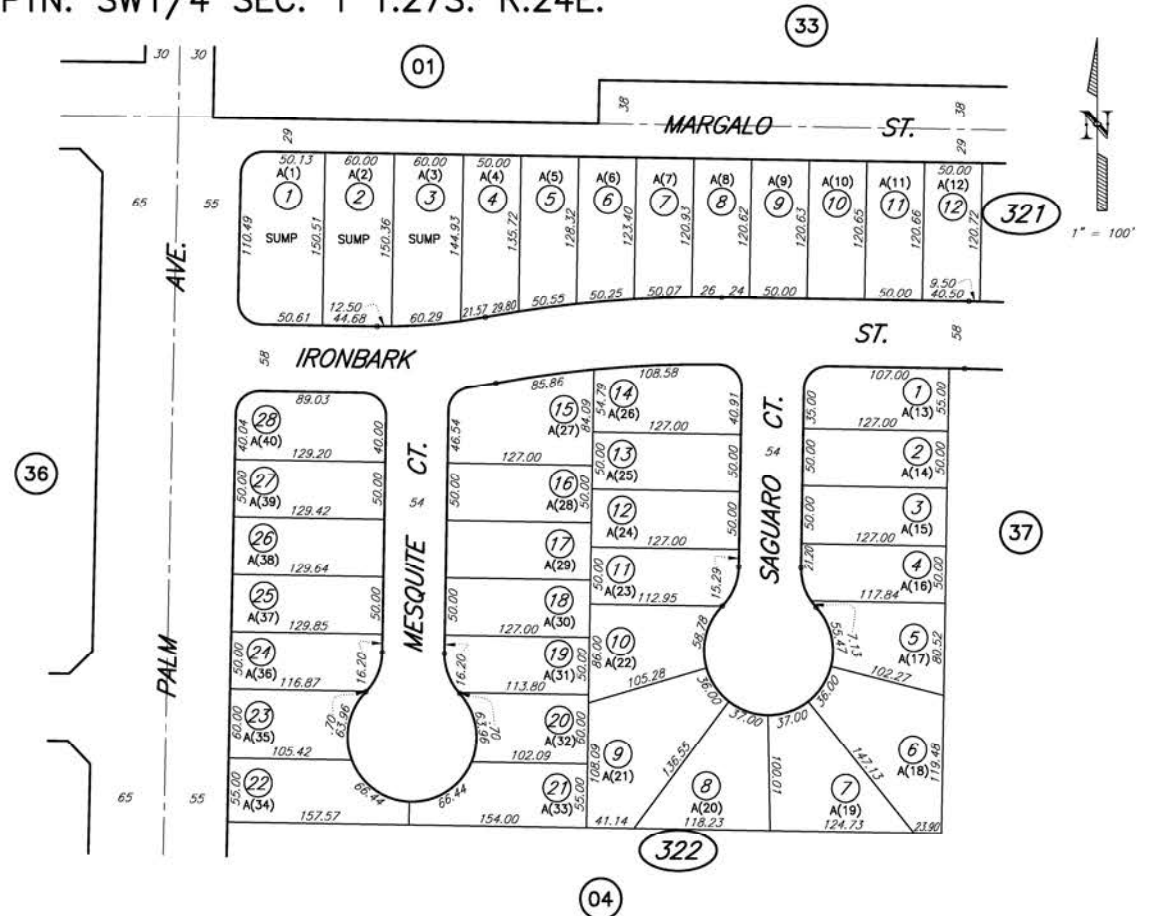
Assessor Map No. 487-36  
County of Kern, California  
Revised: 07 / 17 / 2018

1" = 100'

This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



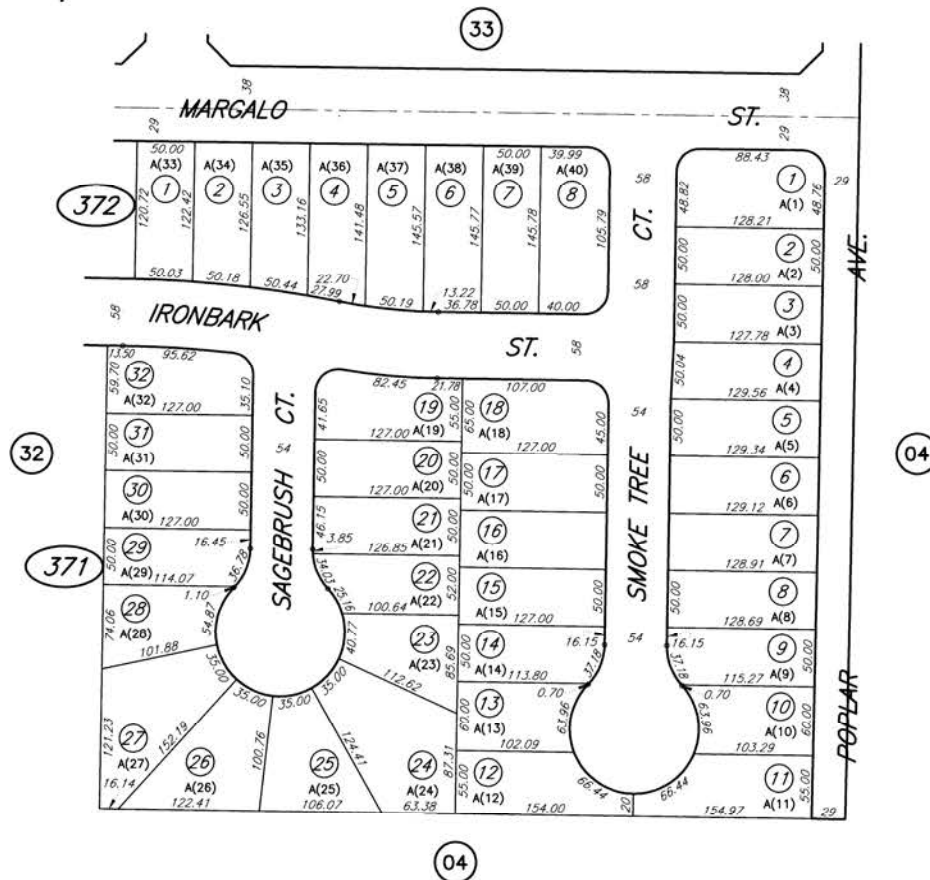
TRACT 6473 PHASE 1  
PTN. SW1/4 SEC. 1 T.27S. R.24E.



<b>LEGEND</b>	<b>SUBD. KEY</b>	<b>DISCLAIMER</b>
<b>REVISED</b> June 11, 2018	<u>REF. SUBD.</u> A. TR 6473 PH 1	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
<b>JURISDICTION</b> CITY OF WASCO	(LOT DESIGNATIONS IN PARENTHESES)	

ASSESSORS MAP NO. 487-32  
COUNTY OF KERN

TRACT 6473 PHASE 2  
PTN. SW1/4 SEC. 1 T.27S. R.24E.



LEGEND	SUBD. KEY	DISCLAIMER
REVISED August 8, 2017	REF. SUBD. A. TR 6473 PH 2	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
JURISDICTION CITY OF WASCO	(LOT DESIGNATIONS IN PARENTHESIS)	

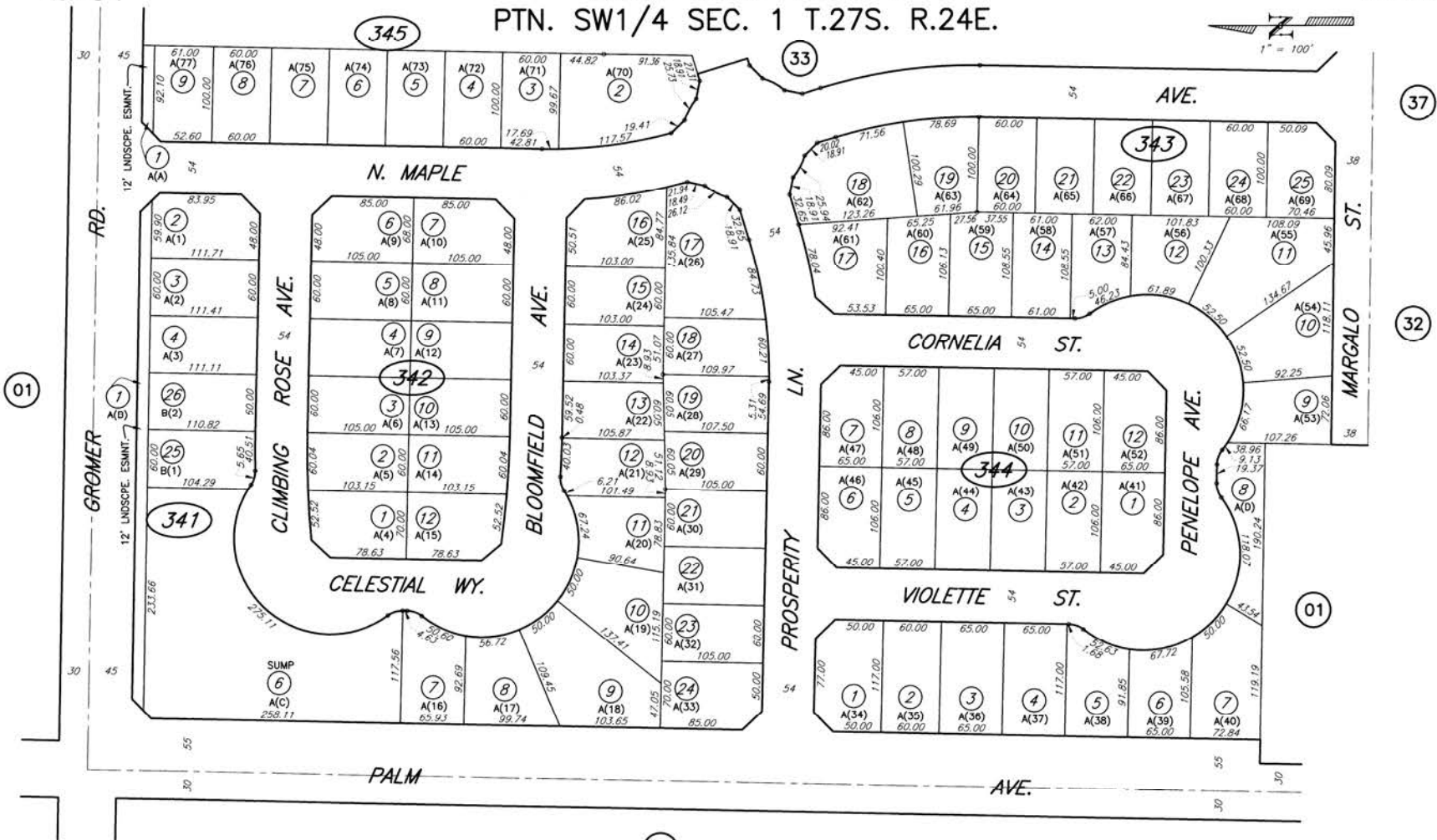
ASSESSORS MAP NO. 487-37  
COUNTY OF KERN



487-34

TRACT 6600 PHASE 1  
PTN. SW1/4 SEC. 1 T.27S. R.24E.

487-34



LEGEND	SUBD. KEY	DISCLAIMER
REVISED August 8, 2017	REF. SUBD. A. TR 6600 PH 1 B. PM 12058	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
JURISDICTION CITY OF WASCO	(LOT DESIGNATIONS IN PARENTHESES)	

ASSESSORS MAP NO. 487-34  
COUNTY OF KERN

## EXHIBIT "F" FINDINGS

### STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218 (Effective July 1, 1997)

#### CITY OF WASCO

##### LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 06-1

- I. All properties comprising Landscape and Lighting Maintenance District No. 06-1 were entered into the District by the Developers of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. Tract 6473 Phase 1 was included in and established the Landscape and Lighting Maintenance District No. 06-1 on March 7, 2006
- III. Tract 6589 was included in the Landscape and Lighting Maintenance District No. 06-1 on August 29, 2006
- IV. Tract 6590 was included in the Landscape and Lighting Maintenance District No. 06-1 on August 29, 2006
- V. Tract 6600 Phase 1 was included in the Landscape and Lighting Maintenance District No. 06-1 on September 19, 2006
- VI. Tract 6334 Phase 1 was included in the Landscape and Lighting Maintenance District No. 06-1 on December 8, 2006
- VII. Tract 6473 Phase 2 was included in the Landscape and Lighting Maintenance District No. 06-1 on February 21, 2007
- VIII. Tract 6432 was included in the Landscape and Lighting Maintenance District No. 06-1 on July 17, 2007



# ENGINEER'S REPORT AND ASSESSMENT

## **CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2017-1 FUND 20678**

**Fiscal Year 2021-2022**

TRACT 7127, AND PARCEL 1 OF LOT LINE ADJUSTMENT NO. 2009-02



**PREPARED BY:**

**BHT ENGINEERING, INC.  
218 S. H St. Ste. 201  
BAKERSFIELD, CA. 93304  
(661) 558-4641**



**JUNE 2021**

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# CITY OF WASCO ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2017-1

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Juan M. Pantoja, PE - Engineer of Work

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Wasco, California, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

**I HEREBY CERTIFY** that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kern, State of California, on the day of \_\_\_\_\_, 2021.

City Clerk of the City of Wasco  
Kern County, California

By: \_\_\_\_\_  
Maria O. Martinez

## ENGINEER OF WORK STATEMENT

### CITY OF WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 2017-1

I, Juan M. Pantoja, Engineer of Work for Landscape and Lighting Maintenance District No. 2017-1 (District), City of Wasco, Kern County, California, make this report as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The City of Wasco annually levies and collects special assessments in order to maintain the improvements which are subject to this report and are briefly described as follows:

1. The maintenance, repair, replacement, and operating expenses associated with all streetlights within the boundaries of the District as shown on the Street Improvement Plans for all the Tracts in this report.
2. The servicing, operation, maintenance, repair, and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities within the Boundaries of the District.
3. The Engineer's Report for Landscape and Lighting Maintenance District No. 2017-1 includes landscaped areas as given in maps that are on file at City Hall with the City Clerk of the City of Wasco and is made a part of this report by reference (as Exhibit "E").
4. Landscaping shall include trees, shrubs, turf or other ornamental vegetation, related, plumbing and irrigation facilities, related ornamental structures, fences, walls, and lighting which are intended to beautify and aesthetically enhance the environment of the District, either generally or specifically, for the benefit of the property owners therein. Public lighting facilities shall include lights, poles, standards, overhead or underground wiring, distribution facilities, and related paving or foundation improvements which are intended to provide lighting for the security and safety of the property owners of the District.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, deficits, surpluses, revenues, and fund balances used to review the annual assessment for parcels within the District. The word "parcel" for the purposes of this Engineer's Report refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the landscape maintenance district on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report. The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22.



## INTRODUCTION

The City Council of the City of Wasco adopted its General Plan with various elements to provide guidelines for orderly development within the community. The City Council further adopted ordinances and regulations governing the development of land providing for the installation and construction of certain lighting, landscaping, and appurtenant facilities to enhance the quality of life and to benefit the value of property.

The requirement for installation of landscaping and construction of appurtenant facilities is a condition of development provided for in the City's Subdivision Ordinance and is a requirement of issuance of a permit for construction of commercial, industrial, and planned unit development.

The City's landscape maintenance program will be administered according to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California. Payment for the assessment to be made in the same manner and same time in conjunction with the ad valorem (in proportion to the value) tax for each Property. The proceedings will be conducted under the Landscaping and Lighting Act of 1972, Sections 22500 through 22679, Part 2, Division 15, of the Streets and Highways Code of the State of California.

The City Council of the City of Wasco will set times and places for any applicable public meeting and public hearing in the Resolution of Intention. After reviewing testimony, as well as the current and projected year's costs for the servicing, maintenance, repair and replacement of the facilities in the Landscape and Lighting Maintenance District No. 2017-1 ("District") as herein described, the City Council will set the assessment for the ensuing fiscal year. In setting the annual assessment City Council will consider any fund balances or shortages and adjust the annual assessment accordingly.

In January 2017, the City initiated proceedings to form Landscape and Lighting Maintenance District No. 2017-01 ("District") for the maintenance of landscaping, lighting, traffic signal and appurtenant facilities within the area adjacent to Tentative Tract 7127, and Parcel 1 of Lot Line Adjustment No. 2009-02 as shown on the map contained herein.

The Engineer's Report describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/22. The District budget identifies the estimated expenditures, revenues and fund balances used to review the annual assessment for parcels within the District. The word "parcel" refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific fund numbers to identify properties assessed for the District on the tax roll.

The City Council will review the Engineer's Report and may order amendments to the Engineer's Report or confirm it as submitted. Following final approval of the Engineer's Report and confirmation of the assessments, the City Council will order the levy and collection of assessments for Fiscal Year 2021/22 as outlined in the Engineer's Report.

The assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/22. This report contains the necessary data required to conduct the proceedings and is submitted to the Clerk of the City for filing.

This report consists of six parts as follows:

#### **A) PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**

Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are part of this report and are included in entirety by reference. The plans show the general nature, location, and extent of the improvements.

#### **B) ESTIMATE OF THE COST OF THE IMPROVEMENTS**

An estimate of the cost of landscape maintenance improvements.

#### **C) DIAGRAM OF THE ASSESSMENT DISTRICT**

Being a list showing the Tract Number, Lot number, Landscape and Lighting District Assessment Number, Assessor's Parcel Number, names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, as per records on file at the Kern County Assessor's Office as of May 2020, or as known to the Clerk, and the Assessment for each parcel for the 2021/22 Tax year. This listing is keyed to the lots by assessment number as shown in "EXHIBIT C"

#### **D) ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

A statement of the method by which the undersigned has determined the amount proposed to be assessed to each parcel of land within the District.

#### **E) TRACT DIAGRAMS**

Tract diagrams showing all of the parcels of real property within the assessment district. The diagram is keyed to Exhibit "C" by assessment number.

#### **F) FINDINGS**

A statement of findings with respect to the continuation of assessments for this Landscaping and Lighting Maintenance District No. 2017-1, in compliance with Proposition 218 of the State of California, that went into effect July 1, 1997.

## EXHIBIT "A" DESCRIPTION OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2017-1 (Pursuant to the Landscaping and Lighting Act of 1972)

The improvements covered under this District are outlined as follows:

Street Lighting installed in the District  
Traffic signal at Highway 46 and Central Avenue  
Approximately 17,286 square footage of artificial turf and landscaping improvements  
Approximately 9,583 square footage of future artificial turf and landscaping

#### **Location of Landscaping, Lighting and Appurtenant Facilities**

The location of lighting, landscaping and appurtenant facilities are depicted on the Assessment Diagram as shown in Exhibit "F" herein and include the following subdivisions, lots, and/or parcels:

Tract 7127 (Lots 1 – 7 inclusive)  
Parcel 1 of Lot Line Adjustment No. 2009-02

#### **Plans and Specifications**

With exception of the future incremental installation of landscaping and irrigation improvements within dedicated belt park areas by city forces, the installation of planting of landscaping, installation and construction of appurtenant facilities to be operated, serviced and maintained, are not part of these Assessment District proceedings. The landscaping and facilities have been, and/or will be, provided by developers as a condition of subdivision of land, and in commercial areas, are part of conditional use review and approval process.

The location of landscaping, lighting, and appurtenant facilities, as previously described are within the boundaries of the district shown on the Assessment Diagram, Exhibit "F" herein. Approved plans for landscaping, lighting and appurtenant facilities are filed with the City Engineer and incorporated herein by reference.

## EXHIBIT "B" ESTIMATE OF IMPROVEMENTS

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2017-1 FOR FISCAL YEAR 2021-2022 FUND 20678

AREA NO. 1 - INSTALLED IMPROVEMENTS								
Equipment, Salary and Utility	Useful Life (years)	Qty	Unit	Cost per unit	Total Cost of Replacement	Total Cost Annually (Total Cost / Useful Life)	Time Used in This District (%)	District Cost (Annual Cost x Time Used
Imperial Fescue Artificial Turf	15	17286	SF	\$ 4.00	\$ 69,144.00	\$ 4,609.60	100%	\$ 4,609.60
Turf Sweeper	5	1	EA	\$ 799.00	\$ 799.00	\$ 159.80	33%	\$ 52.73
Gas Leaf Blower	4	3	EA	\$ 259.00	\$ 777.00	\$ 194.25	5%	\$ 9.71
Chainsaw	4	2	EA	\$ 279.00	\$ 558.00	\$ 139.50	5%	\$ 6.98
Monthly Irrigation Repairs	1	4	EA	\$ 60.00	\$ 240.00	\$ 240.00	100%	\$ 240.00
Monthly Fertilizer	1	1	LS	\$ 100.00	\$ 100.00	\$ 100.00	100%	\$ 100.00
Monthly Electrical (lights/controller)	1	12	EA	\$ 40.00	\$ 480.00	\$ 480.00	100%	\$ 480.00
Monthly Water (trees)	1	12	EA	\$ 28.35	\$ 340.20	\$ 340.20	100%	\$ 340.20
Utility Truck	7	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 6,428.57	5%	\$ 321.43
Utility Trailer	10	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 1,400.00	5%	\$ 70.00
Employees	1	2	EA	\$ 66,560.00	\$ 133,120.00	\$ 133,120.00	5%	\$ 6,656.00
Traffic Signal Maintenance	1	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	29%	\$ 580.00

Maintenance Cost (2017 Dollars)	\$13,466.65
Square Footage Benefited by District	1,863,704
2019 Area 1 Cost (\$/SF)	0.00773
March 2021 CPI (2.2%)	0.00017
2021 Area 1 Cost (\$/SF)	0.0079

**AREA NO. 2 - FUTURE IMPROVEMENTS**

<b>Equipment, Salary and Utility</b>	<b>Useful Life (years)</b>	<b>Qty</b>	<b>Unit</b>	<b>Cost per unit</b>	<b>Total Cost of Replacement</b>	<b>Total Cost Annually (Total Cost / Useful Life)</b>	<b>Time Used in This District (%)</b>	<b>District Cost (Annual Cost x Time Used)</b>
Imperial Fescue Artificial Turf	15	9583	SF	\$ 18.00	\$ 172,494.00	\$ 11,499.60	100%	\$11,499.60
Turf Sweeper	5	1	EA	\$ 600.00	\$ 600.00	\$ 120.00	15%	\$18.00
Gas Leaf Blower	4	3	EA	\$ 800.00	\$ 2,400.00	\$ 600.00	5%	\$30.00
Chainsaw	4	2	EA	\$ 600.00	\$ 1,200.00	\$ 300.00	5%	\$15.00
Monthly Irrigation Repairs	1	4	EA	\$ 500.00	\$ 2,000.00	\$ 2,000.00	100%	\$2,000.00
Monthly Fertilizer	1	1	LS	\$ 300.00	\$ 300.00	\$ 300.00	100%	\$300.00
Monthly Electrical (lights/controller)	1	12	EA	\$ 40.00	\$ 480.00	\$ 480.00	100%	\$480.00
Monthly Water (trees)	1	12	EA	\$ 30.00	\$ 360.00	\$ 360.00	100%	\$360.00
Utility Truck	7	1	EA	\$45,000.00	\$ 45,000.00	\$ 6,428.57	5%	\$321.43
Utility Trailer	10	1	EA	\$14,000.00	\$ 14,000.00	\$ 1,400.00	5%	\$70.00
Employees	1	2	EA	\$66,560.00	\$ 133,120.00	\$ 133,120.00	2%	\$2,662.40
					<b>Maintenance Cost (2021 Dollars)</b>			<b>\$17,756.43</b>
					<b>Square Footage Benefited by District</b>			<b>1,863,704</b>
						<b>2019 Area 1 Cost (\$/SF)</b>		<b>0.00953</b>
						<b>2020 CPI (2.2%)</b>		<b>0.00021</b>
						<b>2020 Area 1 Cost (\$/SF)</b>		<b>0.00974</b>

Improvements in Area No. 1 have already been installed. These improvements were accepted by and are currently maintained by the City. The estimate was derived from actual costs. Improvements in Area No. 2 are proposed future improvements on the east side of Central Avenue and south side of Margalo Avenue along the north side of Lot 7, to mirror those improvements already installed.

For FY 2021/22, property owners will be assessed the amount for Installed Improvements Area No. 1. Future Improvements Area No. 2 annual assessment is shown 2017 dollars but will not be assessed to property owners until such time the improvements are installed and accepted by the City.

The annual assessment at 100% buildout is shown in 2021 dollars. The actual assessment at the time of 100% buildout may differ as the City will apply the Consumer Price Index annual adjustment as dictated in Exhibit D "Method of Apportionment." The County service fee will be included annually.

Lot Description	Lot Size (SF)	2021 Dollars		
		Installed Improvements Area No. 1 Annual Assessment	Future Improvements Area No. 2 Annual Assessment	100% Buildout Annual Assessment
LLA 19-03 LOT A	63,387	\$468.09	\$617.21	\$1,085.30
LLA 19-03 LOT B	34,996	\$258.44	\$340.76	\$599.19
LLA 19-03 LOT C	34,996	\$258.44	\$340.76	\$599.19
LLA 19-03 LOT D	34,996	\$258.44	\$340.76	\$599.19
Tract 7127 Lot 5	24,994	\$184.57	\$243.37	\$427.94
Tract 7127 Lot 6	28,441	\$210.03	\$276.93	\$486.96
Tract 7127 Lot 7	734,305	\$5,422.63	\$7,150.00	\$12,572.63
PMW 19-02 Parcel 1	648,024	\$4,785.47	\$6,309.87	\$11,095.34
PMW 19-02 Parcel 2	44,742	\$330.41	\$435.66	\$766.06

## EXHIBIT "C" ASSESSMENT ROLL

### WASCO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2017-1 ASSESSMENT ROLL FUND 20678

Assessor's Tax Number.	Address	Tract	Phase	Lot No.	Annual Assessment
48740009002	LLA 19-03 LOT A				\$468.09
48740010004	LLA 19-03 LOT B				\$258.44
48740011007	LLA 19-03 LOT C				\$258.44
48740012000	LLA 19-03 LOT D				\$258.44
48740005000		7127	1	5	\$184.57
48740006003		7127	1	6	\$210.03
48740007006		7127	1	7	\$5,422.63
48701082000	PMW 19-02 Parcel 1				\$4,785.47
48701081007	PMW 19-02 Parcel 2				\$330.41



## EXHIBIT "D" METHOD OF APPORTIONMENT

### WASCO MAINTENANCE DISTRICT NO. 2017-1

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The method of apportionment of assessment is as follows:  
Individual Costs:

100% of the cost of estimated operation and maintenance is divided on a proportional basis for within the assessment district. Lots are assessed a proportional share at time of Final Map recordation based on square footage of each lot. Improvements in Area No. 1 have already been installed and currently maintained by the City.

Duration of Assessments and Inflation Increases:

The duration of the assessments to be levied on all parcels of land within the Assessment District, as identified in the report, is perpetual. For each year following the first year of the assessment, the amounts of the assessments designated in the assessment roll may be increased annually, without further notice of ballot, by an amount equal to the annual Consumer Price Index (CPI) for Los Angeles – Riverside – Orange County Area provided by the U.S. Department of Labor (Bureau of Labor Statistics); provided that the maximum increase shall not exceed the lesser of (i) the estimated cost to the City, or (ii) four percent (4%). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1 – December 31) just prior to the assessment period affected (July 1 – June 30). The benchmark CPI to be used in this calculation shall include all items of the index, including food and energy items.

## PROPOSITION 218 BENEFIT ANALYSIS

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### Special Benefit

The continuing maintenance of landscaped areas in the District provides direct benefits to the properties within each respective Tract and provides a more pleasant environment to live, drive, walk, and work. The main function of these landscape improvements and related elements is to serve as a visually pleasing enhancement for the benefit of the adjoining developments for which the upgrades were constructed. These landscape improvements are an essential part of the physical environment of parcels in the district, and if not properly maintained these parcels would be aesthetically affected. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties located in a district.

The lighting and landscape improvements are local improvements that were installed in connection with the development of properties in each respective Tract or are improvements that would otherwise be shared by and required for the future development of properties in these Tracts. The maintenance of these improvements and the level of conservation provided, only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Tract

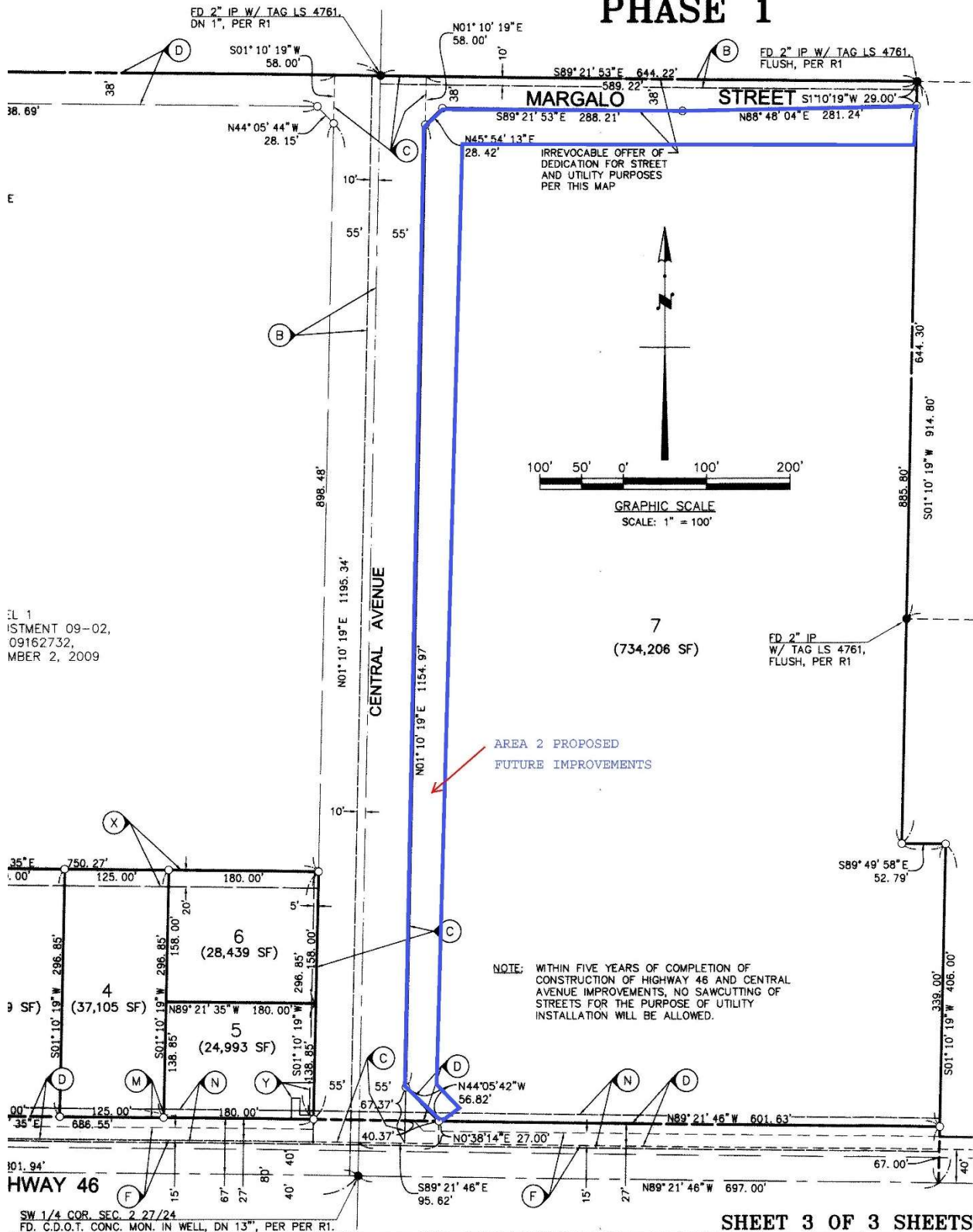
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### General Benefit

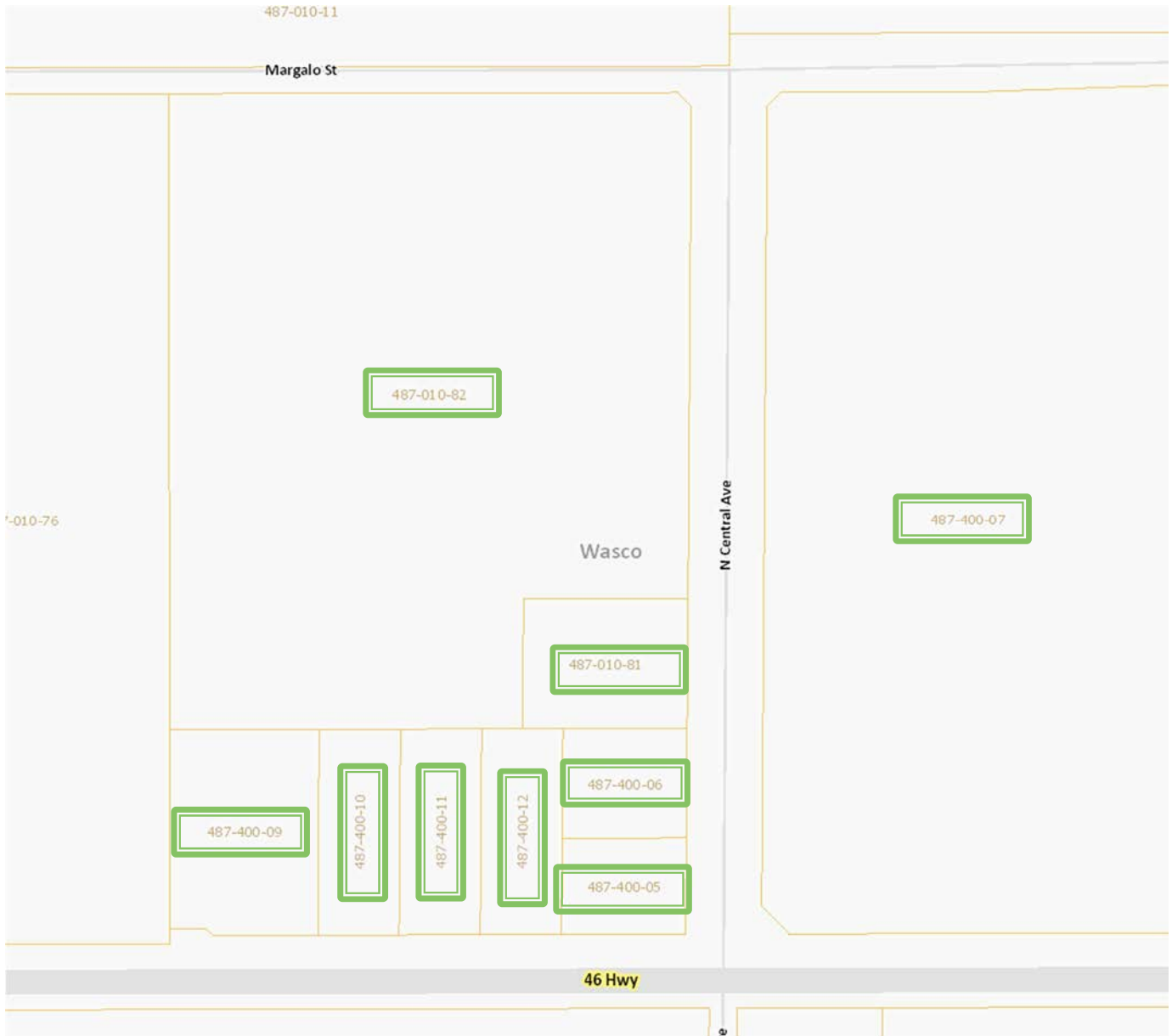
There is no general benefit provided by the maintenance of the improvements provided in the MD #1. All expenses used to calculate the MD #1 assessment support the provision of a specific benefit to the parcels paying the assessment and no expenses included provide a general benefit to properties outside the assessment district.

## EXHIBIT "E" TRACT DIAGRAMS

TRACT No. 7127  
PHASE 1



## DISTRICT LOCATION MAP



## **EXHIBIT "F" FINDINGS**

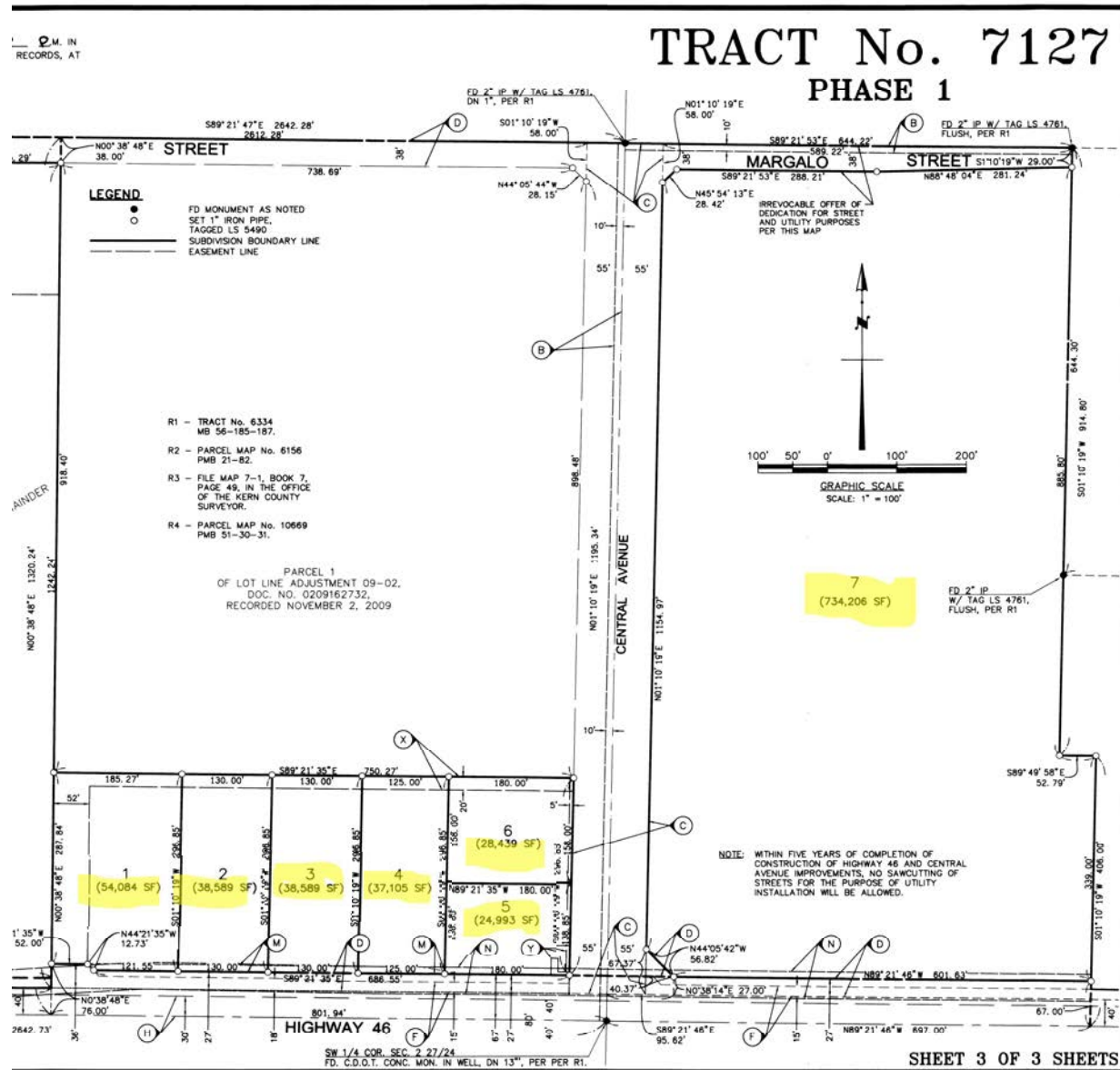
### **STATEMENT OF FINDINGS WITH RESPECT TO PROPOSITION 218 (Effective July 1, 1997)**

#### **CITY OF WASCO**

##### **LANDSCAPE AND LIGHTING MAINTENANCE District No. 2017-1**

- I. All properties comprising Landscape and Lighting Maintenance District No. 2017-1 were entered into the District by the Developers of those Tracts as per the "Conditions of Approval" for recordation of those Tracts, and per the Landscape and Lighting Act of 1972.
- II. Tract 7127 was included in and established the Landscape and Lighting Maintenance District No. 2017-1 on March 21, 2017

# ATTACHMENTS LOCATION MAP









## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz Hernandez, City Manager  
Biridiana Bishop, Public works Director

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Affinity Truck Center in the Amount of \$716,399.87 to Purchase Two Refuse Trucks via Sourcewell Contract #060920-ATC and Authorize the City Manager to Adjust Original 2020-21 Capital Improvement Plan Project No. 20238 Budgeted Amount to \$725,000

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### **Recommendation:**

Staff recommends the City Council adopt a resolution authorizing the City Manager to negotiate and enter into an agreement with Affinity Truck Center in the amount of \$716,399.87 to purchase two new refuse trucks via Sourcewell Contract #060920-ATC and authorize the City Manager to adjust the original 2020-21 Capital Improvement Plan Project No. 20238 budgeted amount to \$725,000.

### **Discussion:**

Public Works Staff performed an assessment of the current conditions of the City's refuse fleet and has determined that replacement of the City's aging Sanitation trucks begin a scheduled phased replacement. This phased replacement schedule would take place over a ten-year time frame. In addition, staff performed an assessment of replacement priority based on the following factors: age, cost to maintain, safety, and environmental impact.

The Solid Waste Association of North America (SWANA) recommends refuse vehicles replacement intervals between 10 and 15 years of age. The City currently operates 10 refuse trucks, 1 roll-off truck, and 2 sweepers to provide disposal and street sweeping services for the City's residential and commercial customers. Staff has identified that 6 of the City's 10 refuse trucks are 10 years or older, and 3 of those are over 15 years old, with the oldest refuse truck in the fleet being a 2000 Peterbilt cabover commercial vehicle.

Sanitation refuse trucks routinely undergo periodic maintenance to help sustain operational longevity. However, periodic maintenance does not guarantee or prevent major mechanical and component failures as these trucks get older. In addition, the City's refuse trucks no longer carry the manufacturer's warranties covering heavy-duty systems and components. Therefore the City has incurred costly repairs associated with

engine, transmission, and other complex systems to ensure the City's sanitation for both residential and commercial operations keeps providing services. Recent repairs include: Truck #18 engine and suspension rebuild for \$48,962.59 and Truck #22 transmission module replacement and reprogram at the cost of \$3,647.51.

In fiscal year 2020, the Sanitation department experienced its highest vehicle repair and maintenance costs of \$152,057.52. Since 2015, the City Sanitation Department has experienced expenditures for unscheduled repairs totaling more than \$700,768.81. The highest expenditures for truck repairs from FY2015 to FY2020 related to major component repairs such as body, engine, transmission, fuel, hydraulic systems totaled \$381,732.52.

In addition to the overall condition, the City is seeking to replace older diesel vehicles with CNG vehicles to reduce the City's carbon footprint in the community. Vehicles that operate on CNG fuel systems provide a 30% reduction in carbon emissions compared to their diesel counterparts. Therefore staff believes converting remaining refuse trucks to Compressed Natural Gas (CNG) will allow the City to align with California Air Resource Board (CARB) goal to reduce the State's carbon emissions output by heavy-duty vehicles to zero by 2035.

Purchasing the trucks allows the City to replace vehicles on an annual CIP budgetary cycle. The City's FY 2021 Capital Improvement Plan (CIP) set aside \$700,000 to purchase two new refuse trucks. Because of the current prices of steel, there has been an increase in cost to purchase new refuse trucks. This places the purchase price outside of the budgeted funds. Staff is requesting that the City Council authorize the City Manager to adjust this budgeted amount to \$725,000. This amount will permit the purchase of one residential refuse truck and one commercial refuse truck to continue servicing the Wasco State Prison and other commercial customers. Truck #15 (15 years old) and Truck #16 (21 years old) will be removed from the fleet upon the arrival of the two new refuse trucks.

Vehicle No.	Make	Model	Year	Type
#16	Peterbilt	Cabover	2000	Commercial
#15	Auto Car	Cabover	2006	Residential
#13	Auto Car	Cabover	2007	Residential
#18	Auto Car	Cabover	2007	Commercial
#22	Peterbilt	Cabover	2010	Residential
#23	Mack	Cabover	2014	Residential
#14	Mack	Cabover	2015	Commercial
#24	Auto Car	Cabover	2016	Residential
#19A	Auto Car	Cabover	2018	Residential

Warranty coverages are identical with both the purchase and lease; therefore, the City will be guaranteed the added benefit of maintenance and repair coverage during the first two years on newly acquired refuse trucks to offset the unexpected repair costs and operational downtime and increasing the stability of sanitation operations for the City. Staff is recommending the City purchase the extended warranties on the engine. This would provide engine warranty for 5 years or 150,000 miles for an additional \$2,500 each truck. The vehicles also come with a 5-year warranty on the transmission. The warranty is attached to this staff report for your review.

In accordance with the City's municipal code, the City may utilize and piggyback off of California's Department of General Services statewide contracts. State government code law allows government entities to leverage the State's buying power and purchase directly from suppliers through existing state contracts and agreements, without further competitive bidding; therefore, the City will be able to obtain procurement through Sourcewell Contract: #060920-ATC to enter into a purchase agreement for the purpose of replacing the City's aging refuse vehicles. The City attorney drafted the attached agreement. Affinity Truck Center reviewed it, and all parties are currently in agreement with the attached draft. It remains a draft to ensure that the City Council is in agreement with purchasing the extended warranty on the engine. Below is a breakdown of cost difference if the City does not purchase the extended warranty:

<b>With no Warranty:</b>	<b>\$711,399.87</b>
<b>With Extended Warranty:</b>	<b>\$716,399.87</b>

Staff has obtained quotes from locally authorized Sourcewell vendors who assist local agencies with the procurement process regarding purchasing or leasing specialized heavy-duty vehicles. In addition, staff has identified local contract vendors who accommodate orders and fulfillment requests for newer model heavy-duty vehicles built to customer specifications with a lead time of 200 to 365 days for production and delivery. It is anticipated the trucks will be delivered to the City by June 30, 2022.

**Fiscal Impact:**

The City allocated \$700,000 to purchase two new trucks in the 2020-21 Capital Improvement Plan. The purchase falls outside of the existing budget. Staff is requesting an additional \$25,000 to ensure proper funding is available to purchase two new trucks and ensure proper City logos are installed.

**Attachments:**

1. Resolution
2. Agreement
3. Exhibit A to Agreement – Sales Quote
4. Exhibit B to the Agreement - Warranty

**RESOLUTION NO. 2021 -**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY**  
**MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH AFFINITY TRUCK**  
**CENTER IN THE AMOUNT OF \$716,399.87 TO PURCHASE TWO NEW REFUSE TRUCKS**  
**FROM AFFINITY TRUCK CENTER VIA SOURCEWELL CONTRACT #060928-ATC AND**  
**ADJUST PROJECT NO. 20238 BUDGETED FUNDS TO \$725,000**

**WHEREAS**, the City performed an assessment on the current conditions of the City's refuse fleet and has determined that a scheduled phased replacement of the City's aging Sanitation trucks begin in Fiscal Year 2021; and,

**WHEREAS**, the City will begin replacing aging trucks over a 10-year replacement cycle up to Fiscal Year 2031; and,

**WHEREAS**, the City has identified aging refuse trucks to be replaced based upon age, cost to maintain, safety, and environmental impact; and,

**WHEREAS**, the City has determined that the purchase option is the most feasible option to begin the phased replacement of aging sanitation trucks; and,

**WHEREAS**, manufacturers have seen an increase in prices of steel that has impacted the cost of refuse trucks and requires a budget adjustment; and,

**WHEREAS**, Staff has obtained quotes from locally authorized Sourcewell vendors who assist local agencies with the procurement process regarding the purchase of specialized heavy-duty vehicles; and,

**WHEREAS**, the City wishes to enter into an agreement with Affinity Truck Center as reflected 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**, Affinity Truck Center and the City of Wasco 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,

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

**SECTION 1:** Authorizes the City Manager to negotiate and enter into agreement under Sourcewell Contract: 060920-ATC with Affinity Truck Center to purchase two new sanitation refuse trucks using the Sanitation Enterprise Fund.

**SECTION 2:** Authorizes the City Manager to adjust the 2020-21 Capital Improvement Project No. 20238 Budget to \$725,000.

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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 June 15, 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"

## AFFINTY TRUCK CENTER

3 Trucks / 5 Year Lease / 10 Years

FY			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Truck	Yr	Type	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease	5yr Lease
13	2007	Refuse	\$73,509.14	\$73,509.14	\$73,509.14	\$73,509.14	\$73,509.14						
14c	2015	Refuse ©											2031 >
15	2005	Refuse	\$73,509.14	\$73,509.14	\$73,509.14	\$73,509.14	\$73,509.14						
16	2000	Refuse ©	\$64,676.60	\$64,676.60	\$64,676.60	\$64,676.60	\$64,676.60						
17	2015	Sweeper							\$200,000				
18	2007	Refuse ©	New Engine					\$71,144.26	\$71,144.26	\$71,144.26	\$71,144.26	\$71,144.26	
19c	2018	Refuse											2031 >
21	2006	Roll-off		\$150,000									
22	2010	Refuse						\$80,860.07	\$80,860.07	\$80,860.07	\$80,860.07	\$80,860.07	
23	2014	Refuse						\$80,860.07	\$80,860.07	\$80,860.07	\$80,860.07	\$80,860.07	
24c	2016	Refuse											2031 >
25	2017	Sweeper											2031 >
Add	2022	Flatbed			\$65,000								
Add	2031	Refuse (EV)											2031 >
Annual Lease (2.17%) + CIP			\$220,867.74	\$370,867.74	\$285,867.74	\$220,867.74	\$220,867.74	\$232,864.40	\$432,864.40	\$232,864.40	\$232,864.40	\$232,864.40	
\$2,475,642.23			\$2,615,975.75	\$2,606,309.27	\$2,681,642.79	\$2,821,976.31	\$2,962,309.83	\$3,090,646.69	\$3,018,983.55	\$3,147,320.41	\$3,275,657.27	\$3,403,994.13	
Fund Accrual			\$140,333.52	-\$9,666.48	\$75,333.52	\$140,333.52	\$140,333.52	\$128,336.86	-\$71,663.14	\$128,336.86	\$128,336.86	\$128,336.86	
			Truck Price				1st 5-year Accrual	Truck Price			2nd 5-year Accrual		10 Year Accrual
Average 2018-2020 Increase			Residential	Commercial	TOTAL LEASE		\$486,667.60	10% Increase			\$441,684.30		\$928,351.90
\$361,201.26			\$367,545.73	\$323,382.98	\$1,058,474.44								

## **AGREEMENT NO. 2021 -**

**THIS AGREEMENT** (the "Agreement") made this 15TH day of June 2021, by and between the CITY OF WASCO ("City") and CENTRAL VALLEY GMC, a California corporation (the "Company").

### **WITNESSETH:**

WHEREAS, the City wishes to purchase from Company the refuse trucks described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Refuse Trucks") under the terms and conditions described hereinafter, and Company 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. City shall purchase each of the Refuse Trucks for the prices described in Exhibit "A" and for the total price of \$711,399.87 and the warranties attached as Exhibit "B" and by this reference made a part hereof in the amount of \$2,500.00 for each truck for the total of \$716,399.87 (the "Fee"). Company shall deliver the Refuse Trucks to City on or before \_\_\_\_\_, 2021. City shall have ten (10) days following delivery (the "Inspection Period") to inspect the Refuse Trucks and notify Company in writing of any defects or other issues needing correction or repair (the "Defects"). If City notifies Company of any Defects, Company shall make commercially reasonable efforts to correct the Defects within thirty (30) days from receipt of City's notice, at no cost or expense to City. Upon receipt by City of the vehicles, City shall make payment of 75% of the Fee to Company within thirty (30) days thereafter, provided that if City finds no Defects, the entire Fee shall be payable within thirty (30) days after delivery. If Defects have been discovered by City, City shall pay the remaining 25% of the Fee within ten (10) days after correction of the Defects by Company to City's reasonable satisfaction.

3. Intentionally Omitted.

4. Company shall indemnify, defend (upon request by City) and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages of any nature, including attorney's fees, for injury to or death of any person, and for damage to any property to the extent arising out of any negligent act or omission by or on behalf of Company or



Company's willful misconduct.

5. Without limiting Company's obligations under Paragraph 4 of this Agreement, Company currently maintains and shall maintain during the life of this Agreement the following:

(a) Comprehensive general liability insurance coverage (the "Liability Insurance"), including premises – operations, products/completed operations, broad form property damage, and blanket contractual liability, in an amount not less than ~~\$1 million~~ \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Company shall provide City with appropriate certificates of insurance and endorsements for the Liability Insurance 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.

6. Company shall not assign its interest herein or any part thereof without City's prior written consent which may be given, delayed or denied in City's sole and absolute discretion.

7. Intentionally omitted (not applicable).

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if mailed by certified mail, return receipt requested with the date of execution of the return receipt (or refusal to sign) as the date of service or when sent by facsimile transmission or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, addressed as follows: If to City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239, Email – [daortiz@cityofwasco.org](mailto:daortiz@cityofwasco.org); or if to Company,--Affinity Truck Center Sales, 2707 S. East Ave, Fresno, CA 93725, Fax—(559) 266-4058, Email – [rneal@affinitytruck.com](mailto:rneal@affinitytruck.com). Any party may change its address by giving notice to the other party in the manner herein described.

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

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

11. This Agreement constitutes 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.

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 attorneys' fees and actual costs.

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

15. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

16. 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.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. 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.

19. City and Company 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.

20. The terms and conditions of Sourcewell Contract No. 060920-ATC dated August 28, 2020 ("Sourcewell Contract"), is incorporated herein by reference. In the event of any conflict between this Agreement and the Sourcewell Contract, the terms of this Agreement shall control.

///

///

**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"

CENTRAL VALLEY GMC, a  
California corporation, "**Company**"

By: \_\_\_\_\_  
KIM MESFIN, President

18392377.2/101674.0005

# EXHIBIT "A"

## [Refuse Trucks]



#1 SALES QUOTE

BRIDGEPORT  
AUTOMATED BODY

2707 S. EAST AVE., FRESNO, CA 93725 (559) 268-9531  
P.O. BOX 11 88, FRESNO, CA 93715

Source  
Salesman RICHARD NEAL  
Date 6/10/21  
Bus. Phone 559-259-2678  
Res. Phone \_\_\_\_\_

Purchaser CITY OF WASCO Phone 661-758-2234  
Address P.O. BOX 836 City WASCO, CA. Zip 93280

The undersigned Purchaser hereby orders from Affinity Truck Center, subject to all terms and conditions herein, the following truck(s).  
Purchaser certifies that said truck(s) will NOT be used primarily for personal, household or agricultural purposes.

STOCK #	YEAR	MAKE	MODEL	W.B.	ENGINE	TRANS.	V.I.N.
-	2022	AUTOCAL	ACX4	216	L9N-340	3000	NEW ORDER

ODOMETER/MILEAGE \_\_\_\_\_

### ADDITIONAL EQUIPMENT

\* AUTOCAL SOURCEWELL CONTRACT  
# 060920-ATC  
WASCO CNG QUOTE # 00040992  
(1) ONE NEW 2022 AUTOCAL model  
ACX4 WITH BRIDGEPORT 32 YARD  
AUTOMATED SIDE DUMPING BODY  
MODEL # B2M-32 ASH  
\* INCLUDES COMPLETE CNG FUEL  
SYSTEM  
\* INCLUDES ALL FREIGHT CHARGES  
FROM TEXAS TO WASCO.  
\* DOES NOT INCLUDE BIG LIGHTS AS  
AUTOCAL DOESN'T OFFER THEM ANYMORE.  
\* INCLUDES STANDARD WARRANTIES ONLY.

### TRADE-IN

MAKE	YEAR-MODEL	MAJOR ACCESSORIES
	V.I.N.	
	BODY	
	ALLOWANCE	
	AMT. OWING	
	NET ALLOWANCE	

**WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**  
SELLER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES,  
INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY  
AND FITNESS FOR PARTICULAR PURPOSE. VEHICLE IS SOLD  
AS IS. BUYER IS RESPONSIBLE FOR ALL COSTS OF REPAIRS  
AND OF SERVICING, TOWING EXPENSES AND COMMERCIAL  
DAMAGES ARE NOT COVERED.

Buyer acknowledges that he has read the Warranty Disclaimer and  
Limitation of Liability, and that he understands that no oral  
statements by any employee or agent of Seller are effective to  
modify the Warranty Disclaimer and Limitation of Liability.

PURCHASER \_\_\_\_\_

### SETTLEMENT

1. Truck \$ 346,000.<sup>00</sup>  
Extended Warranty 0  
Out of state Delivery 0  
Body or Misc INCLUDED  
Net Sales Price \$ 346,000.<sup>00</sup>  
2. Taxes  
Federal Excise Tax EXEMPT  
Tire Recycle Fee 17.50  
Doc Fee 0  
Sales Tax 8.25% 28,545.<sup>00</sup>  
Total Taxes 28,562.<sup>50</sup>  
3. Down Payment  
Cash Deposit with Order 0  
Cash on Delivery 0  
Trade-In Allowance 0  
Total Down Payment 0  
4. UNPAID CASH PRICE (1+2-3) \$ 374,562.<sup>50</sup>  
5. DMV EXEMPT  
6. UNPAID BALANCE (4+5) \$ 374,562.<sup>50</sup>

This is a cash transaction. Purchaser is obligated to pay for the un-  
paid balance of the vehicle prior to delivery, unless separate written  
financing arrangements are made.

NOTE: This contract is subject to written acceptance  
of a manager of Affinity Truck Center. If the order is not  
accepted, a Purchaser's deposit will be returned.

Purchaser has read and agrees to all terms of this order. This written  
order constitutes the entire agreement between the parties. Verbal  
promises are not binding.

PURCHASER ACKNOWLEDGES RECEIPT OF ANY EXACT COPY OF THIS CONTRACT  
Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Richard Neal Date: 6/10/21  
Accepted for Affinity Valley Truck Center: \_\_\_\_\_

Mgr: \_\_\_\_\_ Date: \_\_\_\_\_

REV: 08/2012



# SALES QUOTE

#2  
Champion Automated  
Body

Source  
Salesman Richard Neal  
Date 6/10/21  
Bus. Phone 559-289-2078  
Res. Phone \_\_\_\_\_

2707 S. EAST AVE., FRESNO, CA 93725 (559) 266-9531  
P.O. BOX 11 88, FRESNO, CA 93716

Purchaser City of Wasco Phone 661-758-7234  
Address P.O. Box 836 City WASCO, CA. Zip 93280

The undersigned Purchaser hereby orders from Affinity Truck Center, subject to all terms and conditions herein, the following truck(s).  
Purchaser certifies that said truck(s) will NOT be used primarily for personal, household or agricultural purposes.

STOCK #	YEAR	MAKE	MODEL	W.B.	ENGINE	TRANS.	V.I.N.
-	2022	AUTOCAL	AT-64	210	49N320	5000	NEW PLATE

ODOMETER/MILEAGE \_\_\_\_\_

## ADDITIONAL EQUIPMENT

1. AUTOCAL SOURCECALL CONTRACT  
# 060920-ATC

WASCO CNG QUOTE # 0040993

(1) ONE NEW 2022 AUTOCAL MODEL  
AT-64 WITH SEC CHAMPION

32 YARD AUTOMATED BODY AS PER SPEC.

# INCLUDES COMPLETE CNG FULL SYSTEM.

# INCLUDES ALL FREIGHT CHARGES  
FROM TEXAS TO WASCO.

# DOES NOT INCLUDE FOR LIGHTS  
AS AUTOCAL DOESN'T OFFER THEM  
ANYMORE.

# INCLUDES STANDARD WARRANTIES  
ONLY.

## TRADE-IN

MAKE	YEAR/MODEL	MAJOR ACCESSORIES
V.I.N.		
BODY	<u>NONE</u>	
ALLOWANCE		
AMT. OWING		
NET ALLOWANCE		

## SETTLEMENT

1. Truck	<u>\$ 311,150.00</u>
Extended Warranty	<u>0</u>
Out of state Delivery	<u>0</u>
Body or Misc	<u>INCLUDED</u>
Net Sales Price	<u>\$ 311,150.00</u>
2. Taxes	
Federal Excise Tax	<u>EXEMPT</u>
Tire Recycle Fee	<u>17.50</u>
Doc Fee	<u>0</u>
Sales Tax 8.25%	<u>25,669.87</u>
Total Taxes	<u>25,687.37</u>
3. Down Payment	
Cash Deposit with Order	<u>0</u>
Cash on Delivery	<u>0</u>
Trade-In Allowance	<u>0</u>
Total Down Payment	<u>0</u>
4. UNPAID CASH PRICE (1+2-3)	<u>336,837.37</u>
5. DMV	<u>EXEMPT</u>
6. UNPAID BALANCE (4+5)	<u>\$ 336,837.37</u>

This is a cash transaction. Purchaser is obligated to pay for the unpaid balance of the vehicle prior to delivery, unless separate written financing arrangements are made.

NOTE: this contract is subject to written acceptance of a manager of Affinity Truck Center. If the order is not accepted, a Purchaser's deposit will be returned.

Purchaser has read and agrees to all terms of this order. This written order constitutes the entire agreement between the parties. Verbal promises are not binding.

PURCHASER ACKNOWLEDGES RECEIPT OF ANY EXACT COPY OF THIS CONTRACT  
Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted for Affinity Valley Truck Center: Richard Neal Date: 6/10/21

Mr. \_\_\_\_\_ Date: \_\_\_\_\_

**WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**  
SELLER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. VEHICLE IS SOLD AS IS. BUYER IS RESPONSIBLE FOR ALL COSTS OF REPAIRS AND OF SERVICING, TOWING EXPENSES AND COMMERCIAL DAMAGES ARE NOT COVERED.

Buyer acknowledges that he has read the Warranty Disclaimer and Limitation of Liability, and that he understands that no oral statements by any employee or agent of Seller are effective to modify the Warranty Disclaimer and Limitation of Liability.

PURCHASER \_\_\_\_\_

REV: 08/2012

**EXHIBIT "B"**  
**[Warranties]**

<div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>AUTOCAR</b></div> <p><b>Autocar, LLC</b> <b>LIMITED WARRANTY CERTIFICATE – U.S. AND CANADA</b> <b>Xpeditor Chassis – Effective January 1, 2018</b></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: 80%;">THIS DOCUMENT CONSISTS OF TWO PAGES. PLEASE READ THE IMPORTANT PROVISIONS ON BOTH PAGES OF THIS DOCUMENT.</div> <p>Autocar, LLC (Autocar) warrants the chassis of each new Autocar Xpeditor chassis under original ownership and operated exclusively in the 50 states of the United States of America and in Canada and placed in service in or after 2018 (Autocar Chassis), specifically excluding the body and any other aftermarket components installed on the chassis, to be free from material defects in materials and workmanship upon the conditions, as limited and as otherwise set forth below and on the second page of this document (Limited Warranty).</p> <p><b>1. Warranty Periods (subject to Limitations and Exclusions below and on Page 2)</b></p> <p>A. All warranty periods begin on the date and at the mileage/hours-in-service when the Autocar Chassis is placed in service.</p> <p>B. <b>BASIC WARRANTY TERM:</b> 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first.</p> <p>C. <b>AXLE WARRANTY TERM:</b> No less than 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first. Certain components may be warranted by the manufacturer for longer terms. Refer to the manufacturer's warranty documentation or contact the manufacturer or Autocar for additional information.</p> <p>D. <b>FRAME, CROSS MEMBERS AND FRAME BRACKETS FOR ENGINE/SUSPENSION MOUNTING WARRANTY TERM:</b> 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first.</p> <p>E. <b>CAB STRUCTURE WARRANTY TERM:</b> 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.</p> <p>F. <b>CAB CORROSION AND PAINT WARRANTY TERM:</b> 24 months, 200,000 miles/322,000 kilometers or 6,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.</p> <p>G. <b>TIRE AND EMISSIONS WARRANTY TERM:</b> Please see the Emission Control System Components Warranty Disclosure.</p> <p><b>2. Autocar's Obligations and Discretion</b></p> <p>A. Autocar's obligations are limited to the repair or replacement, at its sole option, of parts or components of the Autocar Chassis which are determined by Autocar in its sole discretion to be defective. At Autocar's option, parts or components may be replaced with rebuilt parts or components. Replaced parts or components are the property of Autocar.</p> <p>B. Warranty repairs and replacements performed by an authorized Autocar distributor or authorized repair facility in accordance with the terms of this Limited Warranty are free of charge to the original owner of the Autocar Chassis.</p> <p><b>3. Limitations</b></p> <p>A. This Limited Warranty is not extended for any time out of service for repairs.</p> <p>B. This Limited Warranty covers only defects which are brought to the attention of an authorized Autocar distributor or authorized repair facility promptly upon discovery.</p> <p>C. <b>THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY AUTOCAR FOR YOUR AUTOCAR CHASSIS. AUTOCAR ASSUMES NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH YOUR AUTOCAR CHASSIS OR YOUR VEHICLE. AUTOCAR DOES NOT AUTHORIZE YOUR SELLING DEALER, YOUR BODY MANUFACTURER OR ANY OTHER PERSON OR ENTITY TO ALTER, AMEND, EXPAND, EXTEND OR OTHERWISE CHANGE THIS LIMITED WARRANTY IN ANY MANNER.</b></p> <p>D. <b>AUTOCAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES YOU MAY CLAIM AS A RESULT OF THE USE OF YOUR AUTOCAR CHASSIS, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOWNTIME EXPENSES AND ANY OTHER COMMERCIAL LOSSES.</b></p> <p>E. <b>THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO</b></p>
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**IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE EXPLICITLY DISCLAIMED.**

- P. Autocar reserves the right to make changes at any time in the design, materials and specifications of the Autocar Chassis and has no obligation to make similar changes or updates in Autocar Chassis manufactured previously.
- Q. Autocar will not be responsible for warranty claims, product liability claims or the cost of recall actions resulting from improper alterations, modifications, conversions or installations performed by third parties engaged by the selling dealer or the original owner.
- 4. **Exclusions (items NOT covered by this Limited Warranty)**
  - A. **ENGINE, BATTERIES AND TRANSMISSION:** The engine, batteries and transmission are not covered by this Limited Warranty and are warranted by their respective manufacturers.
  - B. **DAMAGE:** Damage due to accidents, misuse, negligence, improper operation, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to promptly bring a defect to the attention of an authorized Autocar distributor or authorized repair facility immediately upon discovery and improper or insufficient required maintenance.
  - C. **APPLICATION:** Problems with configuration for the Autocar Chassis' application, including but not limited to incorrect axle or transmission gear ratios, failures caused by operation in excess of factory-rated load capacities or failures caused by use in a manner for which the Autocar Chassis was not intended. The selling dealer has responsibility for determining and documenting the correct use and application of the Autocar Chassis by the owner in the final order configuration. Autocar must have access to all data stored in all electronic control modules of the Autocar Chassis; denial of access may result in loss of warranty coverage.
  - D. **ENVIRONMENTAL DAMAGE:** Damage to parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been exposed to the elements or chemicals, including but not limited to road salts, industrial fall-out or improper cleaners, polishes or waxes.
  - E. **GLASS:** Glass breakage and scratches (unless proof of material defect is established to Autocar's reasonable satisfaction).
  - F. **SEVERE SERVICE:** Failure due to severe service of suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings.
  - G. **ALTERATIONS:** Any Autocar Chassis repaired, maintained or altered in any manner inconsistent with Autocar service policies and procedures or by a third party other than an authorized Autocar distributor or authorized repair facility.
  - H. **INSTALLED BODY AND OTHER EQUIPMENT:** Failure, damage or defects caused by, and repairs and replacements necessitated by, improper conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers, including without limitation modification of the Autocar Chassis, or modification or removal of a component, in violation of Federal Motor Vehicle Safety Standards, the Incomplete Vehicle Document provided with the Autocar Chassis or the Body Builder's Installation Manual or comparable document issued by Autocar and applicable to the vehicle.
  - I. **WEAR AND TEAR AND ROUTINE MAINTENANCE:** Routine maintenance, including but not limited to replacement of oil filters, adjustments of the engine, injection pump, transmission, brakes and linkages, and all related adjustments, diagnoses and tests. Parts normally consumed or worn out during a vehicle's normal service life and customarily replaced during routine maintenance, including but not limited to bulbs (except LED), fuses, brake and clutch linings, bushings, belts and wiper blades are not covered after the first 30 days of the term of this Limited Warranty.
  - J. **ALIGNMENT:** Alignment of axles and balancing of tires, including but not limited to changing of axle camber, caster, toe and thrust angle settings.
  - K. **NON-GENUINE PARTS:** Any Autocar Chassis repaired by use of parts, accessories, assemblies and exchange units which are not genuine Autocar replacement parts.
  - L. **CAB STRUCTURE, CORROSION AND PAINT:** Structural defects, corrosion or paint damage that occur in areas of the cab and panels that have been previously damaged, repaired, altered or modified are not covered. Corrosion coverage is limited to metal perforation and holes; surface corrosion is not covered. Ordinary wear and tear of paint, including chips and fade, is not covered. Damage caused by environmental factors, chemicals or failure to clean and maintain the cab is not covered.
  - M. **ALTERED ODOMETER READING:** Any Autocar Chassis on which the odometer has been disconnected or the mileage reading has been altered.
  - N. **CERTAIN LABOR:** Premium for overtime labor and shift differential and additional labor for an otherwise warrantable repair due to conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers.
  - O. **MISCELLANEOUS EXPENSE:** Road service, towing, rental expenses, meals, lodging, telephone calls, travel time, loss of cargo, downtime, shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by parties other than an authorized Autocar distributor or authorized repair facility.
  - P. **ADDITIONAL COMPONENTS:** Accessories, components or parts that are not installed by Autocar or an authorized Autocar distributor or authorized repair facility.





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager

**DATE:** June 15, 2021

**SUBJECT:** Report and Adopt a Resolution Approving an Agreement by and between the City of Wasco and the County of Kern to Provide Law Enforcement Services Within the City of Wasco.

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### **Recommendation:**

Staff recommends the City Council to adopt a Resolution approving an agreement by and between the City of Wasco and the County of Kern to Provide Law Enforcement Services Within the City of Wasco.

### **Background:**

Since 1981, the City of Wasco has contracted with the Kern County Sheriff's Department to provide law enforcement services within the City of Wasco. The agreement to provide services has been continued throughout this time, having been renewed in 1986 (Resolution 1986-1081), 1993 (Resolution 1993-1511), 1995 (Resolution 1995-1666), 1997 (Resolution 1997-1784), 2000 (Resolution 2000-1939, amended via Resolution 2000-1957), 2002 (no Resolution), 2005 (no Resolution), 2010 (no Resolution, amended), 2015 (no Resolution, amended via extension), and 2016.

### **Discussion:**

Overall the agreement provides for the same number of deputies (18). However, the new proposed agreement incorporates several changes to specific terms compared to the previous agreement, as well as an overall increase in the base cost of the law enforcement services agreement. This report will cover and provide an explanation of some of the key changes.

#### **1. Overall Base Contract Cost:**

The base cost for the contract represents an increase of 8.96%, or \$ 352,789, over the prior year's base contract cost. The cost for fiscal year 2021/2022 will be \$4,290,052 compared to \$3,937,263 for the current year that ends on June 30, 2021.

#### **2. Wage/Labor Related Cost Increases:**

There are various factors that influence the increased cost. The most significant factor was that Kern County Board of Supervisors agreement with the Kern Law Enforcement

Association back in September 2019 that provided for salary increases for deputies. In addition to the salary increases, and while the number of sheriff deputies assigned to the Wasco Substation has not changed, the salary step deputies are in, and the number of deputies with advance certificates from California's Commission on Peace Officer Standards and Training (POST) has changed. The table below details the number of deputies, range, and certifications between the current and upcoming fiscal year.

<i>Position</i>	<i>Number in FY 2021/2022</i>	<i>Number in FY 2020/2021</i>
Deputy Sheriff -CA (Advance Post Certificate), E step	11	0
Deputy Sheriff -CA (Advance Post Certificate), D step	0	7
Deputy Sheriff -C, E step	2	0
Deputy Sheriff -C, D step	1	0
Deputy Sheriff -C, C step	0	8
Deputy Sheriff, C step	1	0
Sr Dep Sheriff CA (Advance Post Certificate), E step	2	0
Sr Dep Sheriff CA (Advance Post Certificate), D step	0	2
Sheriff Sergeant CA (Advance Post Certificate) D step	1	0
Sheriff Sergeant CA (Advance Post Certificate) E step	0	1
Sheriff's Support Tech E step	1	0
Sheriff's Support Tech C step	0	1

### 3. Overtime:

Overtime was previously calculated at a rate of 9% of deputies' salaries. Under the proposed new agreement, overtime will be calculated at rate of 15%.

### 4. Availability Pay:

The new agreement includes a new section for availability pay. The intent of this new section is to ensure that a deputy assigned to the Wasco Substation is trained and certified in intermediate traffic collision investigations is available to respond to a major traffic accident. Several deputies are already trained in DUI/DWI, but in the event of a major traffic accident and if the deputies on duty at the time were to lack the appropriate training to perform a traffic investigation, this provision will ensure one is available after hours or outside of their shift to respond if needed. The overall cost for availability pay is \$8,148 for the contract year. This does not include training cost that may need to be covered by the City to obtain or remain current with certification.

The differences detailed above result in a \$330,472 total increase to combined costs of regular wages, overtime, shift differentials, and availability pay over the prior year.

### 5. Staffing and Replacement of Duties Out for Extended Period

Under the 2016 agreement, KCSO would replace a deputy after 10 days if they were out for an extended period of time, such as a work-related injury or military leave. If the replacement is not available, the City would be credited.

Under the new proposed agreement, KCSO will not replace a deputy. This does not mean that coverage or the number of deputies on duty will be impacted. KCSO will cover the deputies shift if possible with existing resources at the Wasco Substation through schedule adjustments or other means. The minimum required number of two deputies on duty at any given time remains the same.

6. SWAT, Detectives, and Bomb Squad Callouts

The other significant change with the new proposed law enforcement services agreement is regarding SWAT, Detectives, and Bomb Squad Callouts. Previously, such specialized units and services available from them were at no additional charge to the City. Under the proposed agreement, the City shall bear the cost when these unit's resources are utilized and called out. While SWAT team and bomb squad are infrequently required, KCSO detectives, unfortunately, have been more frequently called out. Detectives are called out for every homicide and assume the investigation. Rough estimate of costs for 5-6 homicides and 1 officer-involved shooting in 2020 is estimated at approximately \$15,000 in overtime expenses. This is only overtime expenses. Under the new law enforcement services agreement, the City shall bear the cost of both regular time and overtime expenses associated with call-outs and subsequent investigations carried out by detectives. This is cost that is not factored into the base contracted amount. The City will need to budget a specified amount to cover these additional and non-routine expenses.

7. Increases in Annual Costs

The proposed agreement incorporates a change in notice requirement when increases in the annual cost for providing law enforcement services. The previous 2016 agreement stipulated that increases greater than 5% over the prior-year level of service require a twelve (12) month written notice to the City. The new proposed agreement merely requires written notice no later than April 1<sup>st</sup> of each year. As previously noted, the major factor influencing cost of the law enforcement service agreement is labor costs and increasing in compensation for deputies approved by the County of Kern.

**Fiscal Impact:** Potentially \$4.3 - \$4.4 million in upcoming fiscal

Base cost for Law Enforcement Services: \$4,290,052.00

**Attachments:**

1. 2016 Agreement with County of Kern Law Enforcement Services
2. KCSO Cost Summary FY 13-14 thru FY 20-21
3. Wasco Cost Calculation FY2122\_updated 3-24-21
4. Resolution
5. Draft Proposed Agreement with County of Kern Law Enforcement Services

**AGREEMENT**  
**FOR**  
**LAW ENFORCEMENT SERVICES**  
**(County of Kern – City of Wasco)**

**THIS AGREEMENT**, is made effective the 21<sup>st</sup> day of June 2016, by and between the COUNTY OF KERN, a political subdivision of the State of California, ("**COUNTY**"), and the City of Wasco, a municipal corporation in the County of Kern ("**CITY**"). COUNTY and CITY may be individually referred to as "**Party**" and collectively as "**Parties**."

**RECITALS:**

(a) Pursuant to the authority provided in the Government Code section 23008, CITY and COUNTY desire to contract in order that COUNTY, through the Kern County Sheriff's Office ("**Sheriff**"), will perform law enforcement services within the CITY; and,

(b) COUNTY and CITY desire to enter into this Agreement for law enforcement services pursuant to the terms and conditions as set forth herein.

**IT IS AGREED** between the Parties as follows:

1. **Purpose of the Contract.** The COUNTY, through the Sheriff, will provide law enforcement services within the CITY'S incorporated area. The basic level of services to be provided shall include continuous twenty four hour per day / seven days per week patrol services and response to calls for service. This will include related back-up and auxiliary services such as reserve, investigative, criminalistics, supervisorial, and traffic service functions.

2. **Contract Term.** This Agreement shall be deemed in force as of July 1, 2016, and shall remain in effect through June 30, 2021, unless sooner terminated in accordance with **Section 7.C.**

3. **Staffing, Responsibilities, Services**

A. **Staffing.**

a. **Level of staffing.** Except as altered in accordance with **Section 6**, the staffing level of personnel dedicated to service within CITY shall be: one (1) Sheriff's Sergeant, two (2) Senior Deputies, thirteen (13) Deputy Sheriffs, and two (2) Sheriff Support Technicians. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. It is understood between the Parties that some of the Deputy Sheriff positions may be paid for by CITY through grants obtained by the CITY. Should a grant, as specified in **Section 6**, run out, the Parties shall meet to determine the future of the affected position(s) within the contract. Under usual circumstances, there shall be at least two (2) deputies on duty within the CITY limits at any given time. If an emergency exists where both deputies are needed outside the CITY, a deputy will be immediately dispatched to cover the CITY limits until the return of one of the deputies. In all but the gravest of circumstances, the COUNTY shall leave not less than one (1) deputy on duty within the CITY limits. Within twelve (12) hours of any period of time where the COUNTY has left the CITY with no deputies on duty within the CITY limits, the Wasco Substation Sergeant or his designee shall notify the City Manager, in writing, of the gap in law enforcement coverage. Such notice shall describe the time, extent, and circumstances justifying the gap in law enforcement coverage.

b. **Staffing hours.** It is agreed that the sergeant, senior deputies, deputies, and clerks dedicated to the CITY shall each be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work and, except as herein provided, will not be replaced during these periods of absence. If a deputy is absent due to a work related injury while performing duties for the CITY covered by section 4850 of the Labor Code, the deputy will be replaced after being absent for ten (10) consecutive working days or, at

the COUNTY'S discretion, the COUNTY will credit the CITY for its contract costs for the total period of absence.

c. **Military duty status.** If a deputy is called to active military duty for more than ten (10) consecutive days, the COUNTY shall either replace the position with another deputy or deduct the cost of the deputy on military leave from the contract for the total period of time the deputy is on military leave. As of the day the dedicated deputy is replaced or the dedicated deputy returns to duty in the CITY, the CITY shall resume paying all costs of the dedicated or replacement deputy, as the case may be.

B. **Scheduling.** The Wasco Substation Sergeant or his designee may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements so long as the minimum staffing level identified in **Section 3.A.a.** is not violated. When such situations occur, the sergeant shall advise the City Manager or his designee of the staffing reduction as soon as practical.

C. **Sergeant's Responsibilities.**

a. **Acting Chief of Police.** The Wasco Substation Sergeant shall effectively serve as the Wasco Chief of Police and shall be empowered by the COUNTY with adequate authority to make decisions, provide information, and work with the City Manager in fulfilling these duties with the exception of those situations or issues that require approval via the chain of command or violate an memorandum of understanding or agreement.

b. **Provision of Schedule to City Manager.** The Wasco Substation Sergeant shall provide the City Manager with a current working schedule for all deputies assigned to Wasco. This schedule shall also identify the deputy in charge of the Wasco Substation at all times including contact information for the deputy. Further, the Wasco Substation Sergeant will notify the City Manager should he/she be absent for more than three consecutive calendar days. This notification will include the contact information of the deputy in charge of the substation and the length of the absence.

**D. Services.**

a. **Provision of Services:** Law enforcement services to be provided by the COUNTY to the CITY within the CITY'S incorporated area shall include:

- i. Enforcement of State Statutes;
- ii. Enforcement of ordinances of CITY (excluding animal control, building and construction);
- iii. Police protection of the type provided by the Sheriff;
- iv. Traffic enforcement, including the use of radar;
- v. All detective, juvenile, and other specialized services provided by the Sheriff in the unincorporated areas of the county, such as homicide investigations and narcotics enforcement;
- vi. Attendance of the North Area Substation Section Lieutenant or his designee at meetings of the Wasco City Council and such other meetings of commissions and boards of the City of Wasco as the CITY may specify;
- vii. Deputies assigned to the Wasco City Substation will be given an orientation program concerning the Wasco community and the use of the community oriented policing techniques such as community interaction, foot patrol, bike patrol, and school patrol. This will also include the introduction of a newly assigned deputy to key members of the community, such as the Wasco City Manager, Wasco City Council, and school officials;
- viii. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the county;
- ix. All marked law enforcement Sheriff vehicles providing services to the CITY under this agreement shall be affixed with the CITY logo in a size and location that is easily visible and identifiable by the public. This marking and all use of the CITY logo by the COUNTY must be approved in writing by the CITY.

b. **Inconsistent duties.** The Sheriff shall not be required to assume any



enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

c. **Ex-Officio officer of CITY.** For the purposes of performing services and functions pursuant to this agreement, and only to give official status to such performance, every County Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this agreement.

d. **Requests of City Manager.** The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with the requests consistent with good law enforcement practices and other provisions of this agreement.

e. **Control of matters incident to services.** The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this agreement. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give extraordinary consideration to requests of the City Manager which may relate to the manner of rendition of services, the standard of performance, and other matters incident to the performance of services for personnel assigned to the CITY. In the event of a dispute between the Parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the Parties.

#### 4. **Selections, Inventory, Supplies, Equipment**

##### A. **Selections.**

a. **Sergeant selection.** The Wasco City Manager shall interview prospective sergeant candidates and make a recommendation to the Sheriff. The sergeant candidate selected and accepting the position of the Wasco Substation Sergeant shall both understand the CITY'S

expectation, and be strongly encouraged, to remain in this assignment for a minimum of three years unless otherwise approved by the Sheriff and City Manager.

b. **Performance evaluation input.** The Wasco City Manager will be given the opportunity to provide written and verbal input to the Section Lieutenant regarding the Wasco Substation Sergeant's performance on an annual basis. The City Manager's input will be considered in the formal performance evaluation of the Wasco Substation Sergeant.

c. **Term of Deputy assignment.** Deputies will be encouraged to remain in their assignment at the Wasco City Substation for a minimum of three years.

B. **Inventory.** An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the substation shall be maintained throughout this Agreement. Each party will continue to bear their own costs of such items and upon termination of this Agreement, said items or like kind shall be returned to the respective agency that had original ownership.

C. **Facilities.** COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties in territory outside the CITY and adjacent territory provided, however, that the performance of such non-city duties shall be at no additional costs to the CITY.

D. **Supplies/equipment/services.**

a. **County's provision.** COUNTY shall provide the necessary supplies, equipment services and materials for performing its duties under this Agreement, including vehicle acquisition, maintenance, fuel, and replacements.

b. **City's Provision.** Any and all equipment purchased by the CITY, remains the

property of the CITY. The CITY shall allow the Sheriff to use the equipment purchased by the CITY in accordance with this agreement.

i. **Equipment defined.** Equipment, for the purposes of this Agreement, is defined as any equipment including, but not limited to, in-car cameras (MAVRS), body worn cameras (BWC), bicycles, hardware, software and any related technology, and any other tool or item related to law enforcement and/or associated with the law enforcement function.

ii. **Use within City.** The Sheriff shall ensure the equipment is available and used only in the CITY unless the employee who is assigned the equipment is:

- (a). In route to or from work in the City of Wasco.
- (b). Responding to assist in another county area in case of an emergency (always ensuring adequate staffing and coverage in the CITY).
- (c). Going to and from court appearances or working overtime in another response area with the approval of the Wasco City Sergeant.

iii. **Warranty.** At the time of purchase, the CITY shall acquire the best warranty available on the equipment, as applicable. The Sheriff will ensure that all maintenance covered by any warranty is completed within the time frame specified by that warranty. The CITY will be responsible for costs, if any, associated with any warranty maintenance.

iii. **Proper Training.** The Sheriff shall have and maintain documentation that the assigned employee(s) has been trained on the policy and procedure and any other related training in regards to the proper use of the CITY'S equipment. The Sheriff will not allow any Sheriff employee to use the CITY'S equipment who has not been properly trained to operate or use the CITY'S equipment.

iv. **Cost of Repairs.** Costs associated with repairs and replacement, outside of what is covered by any warranty, will be decided upon and remain at the discretion of the Sheriff or his designee AND the City Manager. The KCSO will be responsible for any cost associated to repair or replace a damaged piece of equipment, which was caused by an employee's malicious, intentional, willful or negligent act. Damage that occurs during the performance of and within the scope of normal duties will not be considered malicious or intentional.

## 5. **Reports, Notifications**

A. **Reports.** CITY, through its City Manager, shall have access to reports and other documents pertaining to the law enforcement services within the CITY in accordance with the California Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly to the City Manager statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY.

B. **Briefings.** At the request of the CITY, the COUNTY shall provide briefings to the City Council regarding law enforcement activities, setting goals and objectives, and evaluating goals and objectives previously established.

### C. **Notifications.**

a. **Procedure.** The COUNTY shall provide a procedure by which the City Manager is notified or informed of complaints associated with the COUNTY'S performance under this Agreement, provided however, that such procedure may exclude those which are confidential by law.

b. **Significant events/regular meetings.** The Wasco Substation Sergeant or his designee will notify the City Manager of any significant events affecting the CITY. The Wasco City Substation Sergeant will meet with the City Manager on a regular basis. The Wasco City Substation Sergeant shall participate in regular meetings of the City Department Heads as scheduled by the City Manager.

c. **New staff introductions.** The COUNTY shall introduce all newly appointed Staff Members at the City Council meetings.

6. **Costs, Billing, Additional Costs, and Grant Information.**

A. **Costs.**

a. **Annual Costs.** The charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is \$3,193,797 for the 2016-2017 fiscal year. Future year charges for services shall be based on actual costs, utilizing the same cost allocation methodologies utilized in setting the 2016-2017 cost (as set out below), however, increases in the total charges under this contract shall not exceed five percent (5%) over the prior year total charges for the same level of service without twelve (12) months prior written notice by the COUNTY to the CITY of the proposed increase and approval of the cost increase by the City Council. Any increases in excess of five percent (5%) above shall only become effective after approval of the City Council.

b. **Cost calculation.** The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of enforcement duties and functions performed by the Sheriff under the ordinances and regulations of the COUNTY and statutes of the State of California. The method used in arriving at the total cost charged to the CITY is the application of the established actual personnel and operational costs (including a nine percent (9%) overtime factor) associated with maintaining the agreed upon number of dedicated COUNTY employees assigned to the CITY. This actual cost has been established by using the departmental average of total Sheriff's operational personnel. The cost formula and its components are set forth in **Exhibit A** which is attached hereto and

incorporated herein by reference. The COUNTY, on a quarterly basis, shall report to the CITY all overtime incurred by deputies assigned to Wasco, while performing duties for the CITY.

c. **Annual revised rates.** The rates charged for each function of service shall be based on actual costs, analyzed, recomputed, and revised annually by COUNTY in accordance with the cost accounting procedures utilized in connection with this Agreement (see **Exhibit A**). The revisions shall be submitted to the CITY together with explanatory information not later than April 1<sup>st</sup> of each year. Absent written objection by the CITY within sixty (60) days after receipt from the COUNTY of the revised rates, the revised rates shall be deemed to be incorporated by reference in this Agreement in their entirety to be effective on the July 1<sup>st</sup> following.

d. **Level of service.** The CITY shall determine the level of law enforcement service and police protection required within CITY for the forthcoming year for each year of the term of the agreement and notify COUNTY thereof by May 1<sup>st</sup> of each year. The CITY and COUNTY will meet and confer on CITY staffing levels if the levels are deemed to be below the safe minimum staffing standard utilized by the COUNTY to provide effective law enforcement services. If the requested staffing levels exceed what is allowed under this agreement, following the determination of the level of law enforcement service and police protection mutually agreed upon for the forthcoming contract year, such determination shall be prepared as an amendment to this Agreement to be submitted to and approved by the City Council and the County Board of Supervisors in time to be effective on July 1<sup>st</sup> of each year.

e. **Reductions in staffing.** The CITY may request reductions in staffing levels at any time so long as the total staffing level is not deemed by the COUNTY to be below the safe minimum staffing standard utilized by the COUNTY. Reduction in staffing levels shall be made by the COUNTY at the request of the CITY no less than ninety (90) days from the date of request and the applicable charges for services under this agreement shall be reduced based on the reduced staffing level.

f. **Increased labor costs.** The COUNTY will notify the CITY of any current and future labor contracts that will increase the CITY'S costs associated with services provided under this Agreement. Such notice must be provided to the CITY no later than thirty (30) days after the execution of the COUNTY labor contract. This notification will include estimates of the financial impact of said labor contracts for each year remaining under this Agreement.

B. **Billing.** COUNTY shall render to CITY, on a quarterly basis, a statement of costs incurred by CITY for services rendered by COUNTY under this Agreement during the previous quarter. CITY shall pay COUNTY the amount due within thirty (30) days of receipt of such statement.

C. **Special Events Costs.** The CITY shall bear the additional cost of "Special Event" overtime coverage for those functions requiring additional law enforcement services, i.e., Wasco Rose Festival, Christmas Parade, etc. The "Special Event" overtime, for a specific event, must have prior approval by the City Manager to qualify as a CITY cost. City will be furnished with an approximation of required "Special Event" hours no later than April 1<sup>st</sup> of each year to be effective on the July 1<sup>st</sup> following. The CITY cost shall be computed in accordance with the hourly overtime rate established in **Exhibit A**, attached hereto, and the COUNTY shall bill the CITY quarterly in accordance with **Section 6.B**.

D. **Grant Information.**

a. **COPS Grant.** The CITY has applied for and was awarded a hiring grant agreement with the United States Department of Justice. The grant was awarded through the Office of Community Policing Services or COPS. The grant period is September 1, 2015 through August 31, 2018. This grant is to hire one additional officer to enhance community policing in accordance with the community policing strategy. This is a three (3) year, federally funded grant in the amount of \$125,000, with a match requirement in the amount of \$197,971.00. The CITY is the grant recipient for these funds and is also responsible for the match. Under the terms of the Grant Agreement, the CITY must retain the sworn position for a minimum of twelve (12) months following the thirty-six (36) month federal funding period. After the twelve (12) month retention period, the CITY may elect to continue funding the position under the same payment terms and conditions



provided under this contract. If the CITY elects not to fund the position, the County will reassign the additional officer at no penalty to the CITY.

b. **Billing for COPS Deputy.** When and if the CITY decides to utilize this funding, the cost for funding this additional deputy position will be added to this agreement in the form of an addendum and will be identified as the "COPS Deputy" in **Exhibit A**. The billing for the "COPS Deputy" will be listed separately in the quarterly billing sent to CITY in accordance with **Section 6.B.** herein.

E. **Direct Payment.** The CITY, its officers and employees, shall not assume by this agreement any liability for the direct payment of any salary, wages, or other compensation to any officer or employee of COUNTY that is performing services hereunder for the CITY, or for any other liability other than that provided for in this agreement.

## **7. Indemnification, Limitations, Renewal and/or Termination**

A. **Indemnification.** COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officers, council persons, commissioners, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by COUNTY. The CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this agreement by CITY, its officers, agents, or employees.

B. **Limitations.** All work performed hereunder is subject to limitations of Section 23008 of the Government Code of the State and California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.

C. **Renewal and/or Termination.** Except as provided for in **Section 6**, this Agreement shall take effect on the date first above written and, unless sooner terminated as provided herein, shall terminate on June 30, 2021. At the option of the CITY, with written notice given not less than one-hundred and eighty (180) days prior to the date of the termination and with the consent of the Board of Supervisors of the COUNTY, it shall be renewable thereafter for successive periods not to exceed five (5) years. Either party may terminate this contract upon one-hundred and eighty (180) days written notice, which notice shall take effect at the end of the fiscal quarter in which the one-hundred and eightieth (180) day falls.

8. **Insurance.** Each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement they shall remain self-insured to pay for claims, including, but not limited to contractual liability, professional liability, general liability, automobile liability, workers' compensation, bodily injury, personal injury, or property damage which may arise as a result of the performance of this Agreement. Each Party agrees to provide the other with a thirty (30) day notice of any reduction or cancellation of such self-insured status. Additionally, each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement it shall remain self-insured to pay for any and all claims relating to or arising out of the use and operation of a Party-owned automobile for purposes of performing the Services of this Agreement.

9. **Compliance with Laws and Regulations.** The Parties agree that in performing the work and services required by this Agreement, they will comply with any and all Federal, State, and Local laws, statutes, ordinances, orders, and regulations which apply to the Parties with respect to performing the work and services required by this Agreement.

10. **Agreement Interpretation.** This Agreement is the product of negotiation between the Parties and, therefore, should not be construed against any Party.

11. **Headings.** All paragraphs or section headings are for reference only and shall not be considered in construing this Agreement.

12. **Notices.** All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided below.

To County:           Kern County Sheriff's Office  
                              1350 Norris Road  
                              Bakersfield, California 93308

To City:               City of Wasco  
                              Office of the City Manager  
                              746 8<sup>th</sup> Street  
                              Wasco, CA 93280

13. **Authority to Bind County.** It is understood that neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

14. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

15. **Confidentiality**. Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or otherwise required by law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

16. **Conflict of Interest**. CITY has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CITY agrees that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof. CITY shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

17. **Severability**. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into the first instance.

18. **Time of essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

19. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. **Nondiscrimination.** Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition.

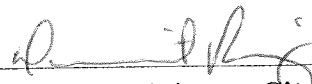
22. **Sole Agreement.** This document contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

23. **Choice of Law / Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

24. **Certification of Authorization to Sign Contract.** The person(s) signing on behalf of the COUNTY and CITY certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party, which they represent.

**IN WITNESS WHEREOF**, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

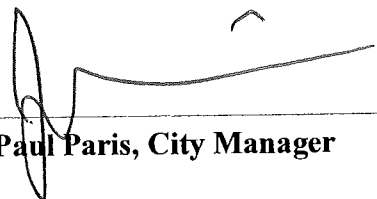
**ATTEST:**

By:   
**Duviet Rodriguez, City Clerk**

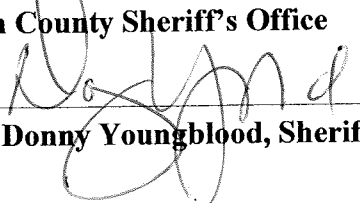
**ATTEST:**

By: \_\_\_\_\_  
**Deputy Clerk**

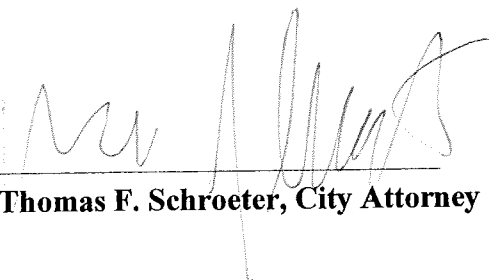
**APPROVED AS TO CONTENT AND  
RECOMMENDED:**

By:   
**J. Paul Paris, City Manager**

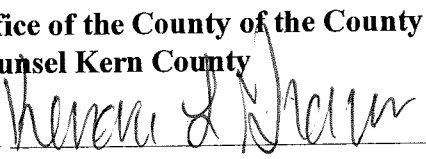
**APPROVED AS TO CONTENT AND  
RECOMMENDED:**

**Kern County Sheriff's Office**  
By:   
**Donny Youngblood, Sheriff-Coroner**

**APPROVED AS TO FORM:**

By:   
**Thomas F. Schroeter, City Attorney**

**APPROVED AS TO FORM:**

**Office of the County of the County  
Counsel Kern County**  
By:   
**Kendra L. Graham, County Counsel**

**CITY OF WASCO**

By:   
**Cherylee Wegman, Mayor**

**COUNTY OF KERN**

By:   
**Chairman, Board of Supervisors**

**CALCULATION OF DEPUTY COSTS, 2016-17  
CITY OF WASCO**

**PERSONNEL COSTS:**

**Regular Wages:**

Position	Number	Salary & Benefits	Total Cost	% of Cost Applicable	Net Costs	TOTALS
Deputy Sheriff II-CA, C step	13	\$143,063	\$1,859,817	100.00%	\$1,859,817	
Sr Dep Sheriff C, C step	2	\$146,163	\$292,327	100.00%	\$292,327	
Sheriff Sergeant C-A, E step	1	\$190,926	\$190,926	100.00%	\$190,926	
Commander CM - E Step	0	\$255,288	\$0	100.00%	\$0	
Sheriff's Support Tech - Step C	2	\$71,446	\$142,892	100.00%	\$142,892	
FTE	18.00 *					\$2,485,962

**Overtime Costs: (Calculated @ 9%)**

Number	Annual Sal	Total O/T Salaries @ 9%	7.65% SDI Overtime Benefits	Net Costs	
Deputy Sheriff II-CA, C step	13	\$66,741	\$78,087	\$5,974	\$84,061
Sr Dep Sheriff C, C step	2	\$68,426	\$12,317	\$942	\$13,259
Sheriff Sergeant C-A, E step	1	\$92,758	\$8,348	\$639	\$8,987
Totals			\$78,087	\$7,555	\$106,307

**Shift Differentials**

	Base Salary	7.5% SD	Net Costs	
Deputy Sheriff II-CA, C step	4	\$266,964	\$20,022	\$20,022
Sr Dep Sheriff C, C step	1	\$68,426	\$5,132	\$5,132
Sheriff Sergeant C-A, E step	0	\$0		
				\$25,154

**TRANSPORTATION COSTS:**

	Miles per Year	Cost per Miles	% of Cost Applicable	Cost per Year	
Vehicle Gas & Maint	16	15,000	0.54	\$129,600	\$129,600

**PERSONAL EQUIPMENT:**

Number	Unit Cost	Total Cost	% of Cost Applicable	Net Costs	
Annual Uniform Allowance	16	\$900	\$14,400	100.00%	\$14,400
					\$14,400

**LIABILITY INSURANCE:**

Net Cost	County Personnel	Cost per Person	Sworn & Non-sworn Contracted	Net Costs	
\$7,244,099	1,348	5,374	18	\$96,731	
	1,348			\$96,731	\$96,731
Total Operational Cost					

**DISPATCH COSTS:**

Total Cost Dispatch	Total No. Units	Units Assigned	Cost/ Unit	Net Cost Contract	
4,240,980.72	358	16	11,846	\$189,541	\$189,541

**OFFICE SUPPLIES (Includes office machines, phones, etc. - See Schedule C)**

Total Office Supplies	Divide by Auth staff	Avg Cost Per Employee	Personnel Assigned	Net Costs	
\$1,703,478	1,348	\$1,264	18	\$22,747	\$22,747

**TRAINING COSTS: (See Schedule D)**

Total Training Cost	Authorized No. Swm Officers	Cost Per Swm Off	Swm Off Contracted	Net Costs	
\$997,876	608	\$1,641	18	\$26,260	\$26,260

\* Does not include Commander

**ADMINISTRATIVE COSTS (Not Covered in the Above - See Schedule E)**

Cost to Ops of Sys&Spl & Appl S&B	Authorize Positions FY 13-14	Cost Per Employee	No. of Employees Assigned	Net Cost	
\$7,271,309	1,348	\$5,394	18	\$97,095	\$97,095

Annual Contract Cost FY 16/17	(13 Depts, 2 Sr Depts, 1 Sgt, 2 SSTs)	\$3,193,787
Prior Yr Contract Cost FY 15/16	(13 Depts, 2 Sr Depts, 1 Sgt, 2 SSTs)	\$3,125,827
Increase or (Decrease)		\$67,970
		2.17%



## City of Wasco: Kern County Sheriff Office Law Enforcement Services Contract Costs

Quarter	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2020/2021
1	\$ -	\$ 760,134.25	\$ 781,456.00	\$ 798,449.25	\$ 828,357.31	\$ 888,124.19	\$ 933,344.10	\$ 1,007,679.98
2	\$ -	\$ 760,134.25	\$ 781,456.00	\$ 800,106.43	\$ 823,401.68	\$ 892,074.31	\$ 978,898.09	\$ 984,583.30
3	\$ 760,134.25	\$ 760,982.44	\$ 781,456.00	\$ 798,449.25	\$ 1,009,442.46	\$ 883,154.42	\$ 953,833.72	\$ 986,550.74
4	\$ 754,542.25	\$ 762,244.79	\$ 781,456.00	\$ 875,136.25	\$ 831,538.56	\$ 1,072,259.47	\$ 948,611.00	\$ -
	\$ 1,514,676.50	\$ 3,043,495.73	\$ 3,125,824.00	\$ 3,272,141.18	\$ 3,492,740.01	\$ 3,735,612.39	\$ 3,814,686.91	\$ 2,978,814.02

Fiscal Year 13/14 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2013/2014			
		Total	\$ -

Fiscal Year 14/15- Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2014/2015			
10/21/2014	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 760,134.25
		Total	\$ 760,134.25

Fiscal Year 15/16 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2015/2016			
9/30/2015	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 781,456.00
		Total	\$ 781,456.00

Fiscal Year 16/17 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2016/2017			
9/26/2016	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 798,449.25
		Total	\$ 798,449.25

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Fiscal Year 13/14 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2013/2014			
		Total	\$ -

Fiscal Year 14/15- Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2014/2015			
1/23/2015	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 760,134.25
		Total	\$ 760,134.25

Fiscal Year 15/16 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2015/2016			
2/6/2016	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 781,456.00
		Total	\$ 781,456.00

Fiscal Year 16/17 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2016/2017			
1/4/2017	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 798,449.25
	Wasco Rose Festival		\$ 477.42
	Wasco Christmas Parade		\$ 1,179.76
		Total	\$ 800,106.43

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Fiscal Year 13/14 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2013/2014			
10/21/2014	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST)		\$ 760,134.25
		Total	\$ 760,134.25

Fiscal Year 14/15- Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2014/2015			
3/2/2015	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST)		\$ 760,134.25
01/23/15	Search Warrants		\$ 848.19
		Total	\$ 760,982.44

Fiscal Year 15/16 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2015/2016			
3/31/2016	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 781,456.00
		Total	\$ 781,456.00

Fiscal Year 16/17 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2016/2017			
4/17/2017	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 798,449.25
		Total	\$ 798,449.25

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Fiscal Year 13/14 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2013/2014			
6/13/2014	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST)		\$ 754,542.25
		Total	\$ 754,542.25

Fiscal Year 14/15- Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2014/2015			
6/2/2015	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST)		\$ 760,134.25
03/31/15	Probation/EMP Sweep		\$ 1,750.71
04/04/15	Vehicle Abatement		\$ 359.83
		Total	\$ 762,244.79

Fiscal Year 15/16 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2015/2016			
6/30/2016	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 781,456.00
		Total	\$ 781,456.00

Fiscal Year 16/17 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2016/2017			
6/14/2017	13 Deputies, 2 Sr. Dep, 1 Sgt, 2 SST		\$ 798,449.25
	COPS Deputy Feb-June 2017		\$ 76,687.00
		Total	\$ 875,136.25

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Fiscal Year 17/18 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2017/2018			
07/01/17	Wasco Fireworks Show	13.5	\$ 820,707.50
07/04/17	Illegal Fireworks Enforcement	7.0	\$ 528.01
July 30 / August 13, 2017	Training - Traffic School		\$ 4,509.54
09/16/17	Rose Parade	29.0	\$ 1,710.93
		Total	\$ 828,357.31

Fiscal Year 17/18 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2017/2018			
10/14/17	Music Festival		\$ 1,148.79
11/02/17	Dia de los Muertos Festival		\$ 335.55
12/11/17	Christmas Parade		\$ 1,209.84
		Total	\$ 823,401.68

Fiscal Year 17/18 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2017/2018			
01/08/18	Extra Sheriff		\$ 820,707.50
	Training - Radar		\$ 186,057.00
			\$ 2,677.96
		Total	\$1,009,442.46

Fiscal Year 17/18 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2017/2018			
05/05/18	DUI / Driver's License Checkpoint	67.5	\$ 820,707.50
05/25/18	Wasco Saturation Patrol	53.7	\$ 3,687.08
06/05/18	Wasco Bike Rodeo	12.5	\$ 2,887.20
06/14/18	Wasco Saturation Patrol	63.5	\$ 719.33
			\$ 3,537.45
		Total	\$ 831,538.56

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Fiscal Year 18/19 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2018/2019			
7/4/2018	Wasco Fireworks Show	15.0	\$ 879,566.50
7/12/2018	Wasco Saturation Patrol	53.0	\$ 812.46
8/13/2018	Training - Annual National Gang Conference(ANGC)		\$ 2,778.22
			\$ 2,840.51
9/6/2018	Wasco Saturation Patrol		\$ 2,126.50
		Total	\$ 888,124.19

Fiscal Year 18/19 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2018/2019			
10/13/18	Wasco Parade/Festival	60.5	\$ 879,566.50
10/26/18	Wasco/Shafter Football Game	50.2	\$ 3,099.63
11/14/18	Narcotics Search Warrant	16.0	\$ 2,482.63
11/29/18	Probation Compliance Checks		\$ 962.07
12/03/18	Wasco Christmas Parade	36.0	\$ 1,716.36
12/11/17	Training - California Narcotic Officers' Association(CNOA) Conference	24.5	\$ 1,410.44
			\$ 2,836.68
		Total	\$ 892,074.31

Fiscal Year 18/19 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2018/2019			
02/03/19	Wasco Saturation Patrol		\$ 879,566.50
			\$ 3,587.92
		Total	\$ 883,154.42

Fiscal Year 18/19 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2018/2019			
04/20/19	Wasco Coffee with a Cop	2.0	\$ 879,566.50
06/04/19	SWAT Display	5.0	\$ 74.28
06/30/19	1 COPS Deputy Annual Cost FY 18/19		\$ 184.69
			\$ 192,434.00
		Total	\$ 1,072,259.47

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Fiscal Year 19/20 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2019/2020			
7/3/2019	Fireworks	19.0	\$ 879,566.50
8/14/2019	Wasco Saturation Patrol	40.70	\$ 48,108.50
			\$ 1,103.27
			\$ 2,228.61
9/14/2019	Wasco Festival-Bike Patrol		\$ 2,337.22
		Total	\$ 933,344.10

Fiscal Year 19/20 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2019/2020			
	Undercharge for Q1 FY 19/20		\$ 899,390.75
	Quarter 2 of 4 COPS Deputy FY 2019/2020		\$ 19,824.25
	Undercharge for Q1 FY 19/20		\$ 49,220.25
	DUI Classes 10/5-10/9/2019		\$ 1,111.75
10/5/2019		66.50	\$ 3,443.48
1/12/2019	Wasco Rose Parade/festival	70.5	\$ 3,938.40
11/1/2019	Day of the Dead Event	8.0	\$ 3,938.40
12/2/2019	Wasco Christmas Parade		\$ 404.45
			\$ 1,564.76
		Total	\$ 978,898.09

Fiscal Year 19/20 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2019/2020			
	Quarter 3 of 4 COPS Deputy FY 2019/2020		\$ 899,390.75
			\$ 49,220.25
1/23/2020	Saturation Patrol	34.5	\$ 1,813.41
1/29/2020	Saturation Patrol	41.0	\$ 2,423.38
2/12/2020	PEBI Training	17.5	\$ 985.93
			\$ -
			\$ -
		Total	\$ 953,833.72

Fiscal Year 19/20 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2019/2020			
	Quarter 4 of 4 COPS Deputy FY 2019/2020		\$ 899,390.75
			\$ 49,220.25
			\$ -
			\$ -
		Total	\$ 948,611.00

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Fiscal Year 2020/21 - Quarter 1			
Date	Description	Hours	Amount
Quarter 1 of 4 FY 2020/21			
07/03/20	Special Events- Fireworks		\$ 996,087.50
August 17-21, 2020	Training- Basic Accident Investigation		\$ 1,721.90
August 24-28, 2020	Training- Basic		\$ 4,609.52
			\$ 5,261.06
		Total	\$1,007,679.98

Fiscal Year 2020/21 - Quarter 2			
Date	Description	Hours	Amount
Quarter 2 of 4 FY 2020/21			
10/06/20	Special Events-Street Racing Training		\$ 980,391.75
10/30/20	Special Event -Trunk or Treat		\$ 364.05
November 16-17, 2020	Training- RADAR		\$ 1,546.25
			\$ 2,281.25
		Total	\$ 984,583.30

Fiscal Year 2020/21 - Quarter 3			
Date	Description	Hours	Amount
Quarter 3 of 4 FY 2020/21			
4/14/2021	Quarter 3 of 4 FY 2020/21		\$ 980,391.75
January 16, 2021	Special Event -Ringold Funeral		\$ 188.08
January 28, 2021	Special Event- Labor Camp Documen		\$ 117.11
2/22 - 2/26/2021	Specall Event- Training SFSI and ARIDE		\$ -
	DUI		\$ 5,673.35
February 27, 2021	Special Event- Labor Camp Patrol		\$ 180.45
		Total	\$ 986,550.74

Fiscal Year 2020/21 - Quarter 4			
Date	Description	Hours	Amount
Quarter 4 of 4 FY 2020/21			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Total	\$ -

**CALCULATION OF DEPUTY COSTS, 2021-22**  
**CITY OF WASCO**

**PERSONNEL COSTS:**

Regular Wages:

<u>Position</u>	<u>Number</u>	<u>Salary &amp; Benefits</u>	<u>Total Cost</u>	<u>% of Cost Applicable</u>	<u>Net Costs</u>	<u>TOTALS</u>
Deputy Sheriff -CA, E step	11	\$182,267	\$2,004,938	100.00%	\$2,004,938	
Deputy Sheriff -C, D step	1	\$164,114	\$164,114	100.00%	\$164,114	
Deputy Sheriff -C, E step	2	\$171,414	\$342,829	100.00%	\$342,829	
Deputy Sheriff, C step	1	\$150,560	\$150,560	100.00%	\$150,560	
Sr Dep Sheriff CA, E step	2	\$207,310	\$414,619	100.00%	\$414,619	
Sheriff Sergeant CA D step	1	\$222,758	\$222,758	100.00%	\$222,758	
Sheriff's Support Tech E step	1	\$80,088	\$80,088	100.00%	\$80,088	
FTE	19.00 *					<b>\$3,379,906</b>

**Overtime Costs: (Calculated @ 15%)**

<u>Number</u>	<u>Annual Sal</u>	<u>Total O/T Salaries @ 15%</u>	<u>7.65% SDI Overtime Benefits</u>	<u>Net Costs</u>	
Deputy Sheriff -CA, E step	11	\$81,477	\$134,437	\$10,284	\$144,721
Deputy Sheriff -C, D step	1	\$72,285	\$10,843	\$829	\$11,672
Deputy Sheriff -C, E step	2	\$75,982	\$22,795	\$1,744	\$24,538
Deputy Sheriff, C step	1	\$65,423	\$9,813	\$751	\$10,564
Sr Dep Sheriff CA, E step	2	\$94,157	\$28,247	\$2,161	\$30,408
Sheriff Sergeant CA D step	1	\$101,979	\$15,297	\$1,170	\$16,467
Totals	18		\$221,432	\$16,940	<b>\$238,371</b>

**Shift Differentials**

	<u>Base Salary</u>	<u>7.5% SD</u>	<u>Net Costs</u>	
Deputy Sheriff -CA, E step	4	\$325,908	\$24,443	\$24,443
Sr Dep Sheriff CA, E step	1	\$94,157	\$7,062	\$7,062
				<b>\$31,505</b>

**On Call**

	<u>Base Salary</u>	<u>5%</u>	<u>Net Costs</u>	
Deputy Sheriff -CA, E step	2	\$162,954	\$8,148	\$8,148
				<b>\$8,148</b>

**TRANSPORTATION COSTS:**

	<u>Miles per Year</u>	<u>Cost per Miles</u>	<u>% of Cost Applicable</u>	<u>Cost per Year</u>	
Vehicle Gas & Maint	18	15,000	0.56	100.00%	\$151,200
					<b>\$151,200</b>

**PERSONAL EQUIPMENT:**

	<u>Number</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>% of Cost Applicable</u>	<u>Net Costs</u>	
Annual Uniform Allowance	18	\$1,300	\$23,400	100.00%	\$23,400	<b>\$23,400</b>

**LIABILITY INSURANCE:**

	<u>Net Cost</u>	<u>County Personnel</u>	<u>Cost per Person</u>	<u>Sworn &amp; Non-sworn Contracted</u>	<u>Net Costs</u>	
	\$5,657,489	1,406	4,024	19	\$76,453	
		1,406				
Total Operational Cost					\$76,453	<b>\$76,453</b>

**DISPATCH COSTS:**

<u>Total Cost Dispatch</u>	<u>Total No. Units</u>	<u>Units Assigned</u>	<u>Cost/ Unit</u>	<u>Net Cost Contract</u>	
4,275,916	359	18	11,911	\$214,391	<b>\$214,391</b>

**OFFICE SUPPLIES (Includes office machines, phones, etc. - See Schedule C )**

<u>Total Office Supplies</u>	<u>Divide by Auth staff</u>	<u>Avg Cost Per Employee</u>	<u>Personnel Assigned</u>	<u>Net Costs</u>	
\$1,637,358	1,406	\$1,165	19	\$22,126	<b>\$22,126</b>

**TRAINING COSTS: (See Schedule D)**

<u>Total Training Cost</u>	<u>Authorized No. Swrn Officers</u>	<u>Cost Per Swrn Off</u>	<u>Swrn Off Contracted</u>	<u>Net Costs</u>	
\$1,374,213	611	\$2,249	18	\$40,484	<b>\$40,484</b>

\* Does not include Commander

**ADMINISTRATIVE COSTS (Not Covered in the Above - See Schedule E)**

<u>Cost to Ops of Svs&amp;Spl &amp; Appl S&amp;B</u>	<u>Authorize Positions</u>	<u>Cost Per Employee</u>	<u>No. of Employees Assigned</u>	<u>Net Cost</u>	
\$7,700,954	1,406	\$5,477	19	\$104,066.95	<b>\$104,067</b>

<b>Annual Year Contract Cost FY 21/22</b>	(15 Deps, 2 Sr Deps, 1 Sgt, 1 SST)	<b>\$4,290,052</b>
<b>Prior Year Contract Cost FY 20/21</b>		<b>\$3,937,263</b>
<b>Increase or (Decrease)</b>		<b>\$352,789</b>
		8.96%

**RESOLUTION NO. 2021 -  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN  
AGREEMENT BY AND BETWEEN THE CITY OF WASCO AND THE COUNTY OF KERN TO  
PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE CITY OF WASCO.**

**WHEREAS**, The City of Wasco and County of Kern entered into multiple agreements via resolutions and City Council actions since 1981 whereby Kern County agreed to provide law enforcement services to the City of Wasco on the terms and conditions therein and which is on file with the Clerk of Kern County's Board of Supervisors, and

**WHEREAS**, The County of Kern and City of Wasco have negotiated a new agreement, replace the prior agreement entered into on June 21, 2016, and set to expire June 30, 2021.

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

**SECTION 1:** Authorizes the City Manager to negotiate, subject to the City Attorney's review, the final terms, and conditions of the Agreement for Law Enforcement Services between the County of Kern and the City of Wasco.

**SECTION 2:** Authorizes the Mayor, City Manager, City Clerk, and City Attorney to sign said 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 June 15, 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 NO. 2021 -  
FOR  
LAW ENFORCEMENT SERVICES  
(County of Kern – City of Wasco)**

**THIS AGREEMENT**, is made and entered into on June 15, 2021, by and between the COUNTY OF KERN, a political subdivision of the State of California (“**COUNTY**”), and the City of Wasco, a municipal corporation in the County of Kern (“**CITY**”). COUNTY and CITY may be individually referred to as “**Party**” and collectively as “**Parties.**”

**RECITALS**

Pursuant to the authority provided in the Government Code section 23008, CITY and COUNTY desire to contract in order that COUNTY, through the Kern County Sheriff’s Office (“**Sheriff**”), will perform law enforcement services within the CITY; and,

COUNTY and CITY desire to enter into this Agreement for law enforcement services pursuant to the terms and conditions as set forth herein.

**IT IS AGREED** between the Parties as follows:

1. **Purpose of the Contract:** The COUNTY, through the Sheriff, will provide law enforcement services within the CITY’S incorporated area. The basic level of services to be provided shall include continuous twenty-four-hour per day/seven days per week patrol services and response to calls for service. This will include related back-up and auxiliary services such as reserve, investigative, criminalistics, supervisory, and traffic service functions.
2. **Contract Term:** This Agreement shall be deemed in force as of July 1, 2021, and shall remain in effect through June 30, 2026, unless sooner terminated in accordance with **Section 7.C.**

### **3. Staffing, Responsibilities, Services:**

#### **A. Staffing.**

a. **Level of staffing.** Except as altered in accordance with **Section 6**, the staffing level of personnel dedicated to service within CITY shall be: one (1) Sheriff's Sergeant, two (2) Senior Deputies, fifteen (15) Deputy Sheriffs, and one (1) Sheriff Support Technician. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. Under usual circumstances, there shall be at least two (2) deputies on duty within the CITY limits at any given time. In all but the gravest of circumstances, the COUNTY shall leave not less than one (1) deputy on duty within the CITY limits. Within twelve (12) hours of any period of time where the COUNTY has left the CITY with no deputies on duty within the CITY limits, the Wasco City Substation Sergeant or his designee shall notify the City Manager, in writing, of the gap in law enforcement coverage. Such notice shall describe the time, extent, and circumstances justifying the gap in law enforcement coverage.

B. **Staffing Hours.** It is agreed that the sergeant, senior deputies, deputies, and clerks dedicated to the CITY shall each be scheduled to work eighty (80) hours every two (2) week pay period, less vacation, sick leave, or any other approved or mandated times away from work and, except as herein provided, will not be replaced during these periods of absence.

C. **Scheduling.** The Wasco City Substation Sergeant or his designee may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements so long as the minimum staffing level identified in **Section 3.A.a.** is not violated. When such situations occur, the sergeant shall advise the City Manager or his designee of the staffing reduction as soon as practical.

#### **D. Sergeant's Responsibilities:**



a. **Acting Chief of Police.** The Wasco City Substation Sergeant shall effectively serve as the Wasco Chief of Police and shall be empowered by the COUNTY with adequate authority to make decisions, provide information, and work with the City Manager in fulfilling these duties with the exception of those situations or issues that require approval via the chain of command or violate a memorandum of understanding or agreement.

b. **Provision of Schedule to City Manager.** The Wasco City Substation Sergeant shall provide the City Manager with a current working schedule for all deputies assigned to Wasco. This schedule shall also identify the deputy in charge of the Wasco Substation at all times, including contact information for the deputy. Further, the Wasco City Substation Sergeant will notify the City Manager should he/she be absent for more than three consecutive calendar days. This notification will include the contact information of the deputy in charge of the substation and the length of the absence.

E. **Services:**

a. **Provisions of Services.** Law enforcement services to be provided by the COUNTY to the CITY within the CITY'S incorporated area shall include:

1. Enforcement of State Statutes;
2. Enforcement of ordinances of CITY (excluding animal control, building, and construction);
3. Police protection of the type provided by the Sheriff;
4. Traffic enforcement, including the use of radar;
5. Attendance of the North Area Substation Section Lieutenant or his designee at meetings of the Wasco City Council and such other meetings of commissions and boards of the City of Wasco as the CITY may specify;
6. Deputies assigned to the Wasco City Substation will be given an orientation program concerning the Wasco community and the use

of the community oriented policing techniques such as community interaction, foot patrol, bike patrol, and school patrol. This will also include the introduction of a newly assigned deputy to key members of the community, such as the Wasco City Manager, Wasco City Council, and school officials;

7. All marked law enforcement Sheriff vehicles providing services to the CITY under this agreement shall be affixed with the CITY logo in a size and location that is easily visible and identifiable by the public. This marking and all use of the CITY logo by the COUNTY must be approved in writing by the CITY.

b. **Inconsistent duties.** The Sheriff shall not be required to assume any enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

c. **Ex-Officio officer of CITY.** For the purposes of performing services and functions pursuant to this agreement, and only to give official status to such performance, every County Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this agreement.

d. **Requests of City Manager.** The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with the requests consistent with good law enforcement practices and other provisions of this agreement.

e. **Control of matters incident to services.** The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this agreement. However, the manner of rendition of services, the standard of performance, the discipline of employees, and other matters incident to the performance of services, including control of personnel so

employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give extraordinary consideration to the requests of the City Manager, which may relate to the manner of rendition of services, the standard of performance, and other matters incident to the performance of services for personnel assigned to the CITY. In the event of a dispute between the Parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the Parties.

4. **Selections, Inventory, Facilities, Supplies, Equipment:**

A. **Selections.**

a. **Sergeant selection.** The Wasco City Manager shall interview prospective sergeant candidates and make a recommendation to the Sheriff. The sergeant candidate selected and accepting the position of the Wasco City Substation Sergeant shall both understand the CITY'S expectation and be strongly encouraged to remain in this assignment for a minimum of three (3) years unless otherwise approved by the Sheriff and City Manager.

b. **Performance evaluation input.** The Wasco City Manager will be given the opportunity to provide written and verbal input to the Section Lieutenant regarding the Wasco City Substation Sergeant's performance on an annual basis. The City Manager's input will be considered in the formal performance evaluation of the Wasco City Substation Sergeant.

c. **Term of Deputy assignment.** Deputies will be encouraged to remain in their assignment at the Wasco City Substation for a minimum of three (3) years.

B. **Inventory.** An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the substation shall be maintained throughout this Agreement. Each party will continue to bear their own costs of

such items, and upon termination of this Agreement, said items or like kind shall be returned to the respective agency that had original ownership.

C. **Facilities.** COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties in territory outside the CITY and adjacent territory provided, however, that the performance of such non-city duties shall be at no additional costs to the CITY.

D. **Supplies, Equipment, Services.**

a. **County's Provision.** COUNTY shall provide the necessary supplies, equipment services, and materials for performing its duties under this Agreement, including vehicle acquisition, maintenance, fuel, and replacements.

b. **City's Provision.** Any and all equipment purchased by the CITY, remains the property of the CITY. The CITY shall allow the Sheriff to use the equipment purchased by the CITY in accordance with this Agreement.

1. **Equipment Defined.** Equipment, for all the purposes of the Agreement, is defined as any equipment including, but not limited to, in-car camera (MAVRS), body worn cameras (BWC), bicycles, hardware, software, and any related technology, and any other tool or item related to law enforcement and/or associated with the law enforcement function.

2. **Use Within the City.** The Sheriff shall ensure the equipment is available and used only in the CITY unless the employee who is assigned the equipment is:

- a. In route to or from work in the City of Wasco.
- b. Responding to assist in another county area in case of an emergency.

- c. Going to and from court appearances or working overtime in another response area with the approval of the Wasco City Sergeant.

3. **Warranty.** At the time of purchase, the CITY shall acquire the best warranty available on the equipment, as applicable. The Sheriff will ensure that all maintenance covered by any warranty is completed within the time frame specified by that warranty. The CITY will be responsible for costs, if any, associated with any warranty maintenance.

4. **Proper Training.** The Sheriff shall have and maintain documentation that the assigned employee(s) has been trained on the policy and procedure and any other related training in regard to the proper use of the CITY'S equipment who has not been properly trained to operate or use the CITY'S equipment.

5. **Cost of Repairs.** Costs associated with repairs and replacement, outside of what is covered by any warranty, will be decided upon and remain at the discretion of the Sheriff or his designee AND the City Manager. The COUNTY will be responsible for any cost associated to repair or replace a damaged piece of equipment, which was caused by an employee's malicious, intentional, willful, or negligent act. Damage that occurs during the performance of and within the scope of normal duties will not be considered malicious or intentional.

## 5. Reports, Notifications

A. **Reports.** CITY, through its City Manager, shall have access to reports and other documents pertaining to the law enforcement services within the CITY in accordance with the California Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly to the City Manager statistical

reports on crime occurrence, traffic incidents, and other contract services within the CITY.

- B. **Briefings.** At the request of the CITY, the COUNTY shall provide briefings to the City Council regarding law enforcement activities, setting goals and objectives, and evaluating goals and objectives previously established.

C. **Notifications.**

a. **Procedure.** The COUNTY shall provide a procedure by which the City Manager is notified or informed of complaints associated with the COUNTY'S performance under this Agreement, provided however, that such procedure may exclude those which are confidential by law.

b. **Significant Events/Regular Meetings.** The Wasco City Substation Sergeant or his designee will notify the City Manager of any significant events affecting the CITY. The Wasco City Substation Sergeant will meet with the City Manager on a regular basis. The Wasco City Substation Sergeant shall participate in regular meetings of the City Department Heads as scheduled by the City Manager.

c. **New Staff Introductions.** The COUNTY shall introduce all newly appointed staff members at the City Council meetings.

6. **Costs, Billing, Additional Costs, Grant Information**

A. **Costs.**

a. **Annual Costs.** The charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is \$4,290,052 for the 2021-2022 fiscal year. Future year charges for services shall be based on actual costs, utilizing the same cost allocation methodologies utilized in setting the 2021-2022 cost (as set out below), however, increases in the total charges under this contract shall not exceed

(5%) over the prior year total charges for the same level of service without prior written notice by the COUNTY to the CITY of the proposed increase not later than April 1<sup>st</sup>. Any increases in excess of five percent (5%) above shall only become effective after approval of the City Council, or within thirty (30) days the COUNTY gives notice as outlined in **Section 12**.

b. **Cost Calculation.** The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of enforcement duties and functions performed by the Sheriff under the ordinances, and the total cost charged to the CITY is the application of the established actual personnel and operational costs (including a fifteen percent (15%) overtime factor) associated with maintaining the agreed-upon number of dedicated COUNTY employees assigned to the CITY. This actual cost has been established by using the departmental average of total Sheriff's operation personnel. The cost formula and its components are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference. The COUNTY, on a quarterly basis, shall report to the CITY all overtime incurred by deputies assigned to Wasco, while performing duties for the CITY.

c. **Annual Revised Rates.** The rates charged for each function of service shall be based on actual costs, analyzed, recomputed, and revised annually by COUNTY in accordance with the cost accounting procedures utilized in connection with this Agreement (see **Exhibit A**). The revisions shall be submitted to the CITY together with explanatory information no later than April 1<sup>st</sup> of each year. Absent written objection by the CITY within sixty (60) days after receipt from the COUNTY of the revised rates, the revised rates shall be deemed to be incorporated by reference in the Agreement in their entirety to be effective on the July 1<sup>st</sup> following.

d. **Level of Service.** The CITY shall determine the level of law enforcement service and police protection required within CITY for the forthcoming year for each year of the term of the Agreement and notify COUNTY thereof by May 1<sup>st</sup> of each year. The CITY and COUNTY will meet and confer on



CITY staffing levels if the levels are deemed to be below the safe minimum staffing standard utilized by the COUNTY to provide effective law enforcement services. If the requested staffing levels exceed what is allowed under this Agreement, following the determination of the level of law enforcement service and police protection mutually agreed upon for the forthcoming contract year, such determination shall be prepared as an amendment to this Agreement to be submitted to and approved by the City Council and the County Board of Supervisors in time to be effective on July 1<sup>st</sup> of each year.

e. **Reductions in Staffing.** The CITY may request reductions in staffing levels at any time so long as the total staffing level is not deemed by the COUNTY to be below the safe minimum staffing standard utilized by the COUNTY. Reduction in staffing levels shall be made by the COUNTY at the request of the CITY no less than ninety (90) days from the date of request, and the applicable charges for services under this agreement shall be reduced based on the reduced staffing level.

f. **Increased Labor Costs.** The COUNTY will notify the CITY of any current and future labor contracts that will increase the CITY'S costs associated with services provided under this Agreement. Such notice must be provided to the CITY no later than thirty (30) days after the execution of the COUNTY labor contract. This notification will include the estimated financial impact of said labor contracts for each year remaining under this Agreement.

g. **Billing Adjustment.** If a Sheriff's Office employee assigned to the Wasco City Substation is absent from their assignment for more than sixty (60) working days, the COUNTY shall adjust their billing to the CITY to only be compensated for the overtime incurred for filling the absent employee's shifts.

B. **Billing.** COUNTY shall render to CITY, on a quarterly basis, a statement of costs incurred by CITY for services rendered by COUNTY under this Agreement during

the previous quarter. CITY shall pay COUNTY the amount due within thirty (30) days of receipt of such statement.

- C. **Special Events Costs.** The CITY shall bear the additional cost of “Special Event” overtime coverage for those functions requiring additional law enforcement services, i.e., Wasco Rose Festival, Christmas Parade, etc. The “Special Event” overtime for a specific event must have prior approval by the City Manager to qualify as a CITY cost. CITY will be furnished with an approximation of required “Special Event” hours no later than April 1<sup>st</sup> of each year to be effective on the July 1<sup>st</sup> following. The CITY costs shall be computed in accordance with the hourly overtime rate established in **Exhibit A**, attached hereto, and the COUNTY shall bill the CITY quarterly in accordance with **Section 6.B.**
- D. **Availability Pay.** The CITY shall bear the cost for two (2) deputies or senior deputies to receive 5% availability pay for after-hour response to major traffic collisions in the city limits. The two (2) deputies or senior deputies receiving the 5% availability pay shall be assigned to the Wasco City Substation as their primary assignment and shall possess, at a minimum, an Intermediate Traffic Collision Investigations Certificate.
- E. **SWAT, Detective, and Bomb Squad Callouts.** The CITY shall bear the additional cost of SWAT, Detective, and Bomb Squad callouts. The costs shall be computed in accordance with the hourly overtime rate established in **Exhibit A**, attached hereto, and the COUNTY shall bill the CITY quarterly in accordance with **Section 6.B.**
- F. **Direct Payment.** The CITY, its officers and employees, shall not assume by this agreement any liability for the direct payment of any salary, wages, or other compensation to any officer or employee of the COUNTY that is performing services hereunder for the CITY, or for any other liability other than that provided for in this agreement.

**7. Indemnification, Limitations, Renewal and/or Termination, Insurance**

- A. **Indemnification.** COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officers, council persons, commissioners, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of the Agreement by the COUNTY. The CITY shall defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this agreement by the CITY, its officers, agents, or employees.
- B. **Limitations.** All work performed hereunder is subject to limitations of Section 23008 of the Government Code of the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by the COUNTY hereunder.
- C. **Renewal and/or Termination.** Except as provided for in **Section 6**, this Agreement shall take effect on the first above written and, unless sooner terminated as provided herein, shall terminate on June 30, 2026. At the option of the CITY, with written notice given not less than one-hundred and eighty (180) days prior to the date of the termination and with the consent of the Board of Supervisors of the COUNTY, it shall be renewable thereafter for successive periods not to exceed five (5) years. Either party may terminate this contract upon one-hundred and eighty (180) days written notice, which notice shall take effect at the end of the fiscal quarter in which the one-hundred and eightieth (180) day falls.
8. **Insurance.** Each Party represents that it is self-insured for all liability and that at all times during the term of the Agreement they shall remain self-insured to pay for claims, including, but not limited to contractual liability, professional liability, general liability, automobile liability, workers' compensation, bodily injury, personal injury, or property damage which may arise as a result of the performance of this Agreement. Each Party agrees to provide the other with a thirty (30) day notice of any reduction or cancellation of such self-insured status. Additionally, each Party represents that it is self-insured for all

liability and that at all times during the term of this Agreement it shall remain self-insured to pay for any and all claims relating to or arising out of the use and operation of a Party-owned automobile for purposes of performing the Services of this Agreement.

9. **Compliance with Laws and Regulations.** The Parties agree that in performing the work and services required by this Agreement, they will comply with any and all Federal, State, and Local laws, statutes, ordinances, orders, and regulations which apply to the Parties with respect to performing the work and services required by this Agreement.
10. **Agreement Interpretation.** This Agreement is the product of negotiation between the Parties and, therefore, should not be construed against any Party.
11. **Headings.** All paragraphs or section headings are for reference only and shall not be considered in construing this Agreement.
12. **Notices.** All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided below.

To County: Kern County Sheriff's Office  
1350 Norris Road  
Bakersfield, California 93308

To City: City of Wasco  
Office of the City Manager  
746 8<sup>th</sup> Street  
Wasco, California 93280

13. **Authority to Bind County.** It is understood that neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in the Agreement, has any authority to bind the other to any agreements or undertakings.

14. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
15. **Confidentiality.** Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or otherwise required by law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
16. **Conflict of Interest.** CITY has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CITY agrees that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does not exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof. CITY shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.
17. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into the first instance.
18. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

19. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
20. **Nondiscrimination.** Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.
21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition.
22. **Sole Agreement.** This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties, respectively. No inducements, representations, or promises have been made other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
23. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
24. **Certification of Authorization to Sign Contract.** The person(s) signing on behalf of the COUNTY and CITY certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party, which they represent.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

**IN WITNESS WHEREOF**, each Party to this Agreement has signed this Agreement upon the date indicated and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

**ATTEST:**

By: \_\_\_\_\_  
Maria Martinez, City Clerk

**APPROVED AS TO CONTENT AND  
RECOMMENDED:**

By: \_\_\_\_\_  
Daniel Ortiz-Hernandez, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Thomas F. Schroeter, City Attorney

**CITY OF WASCO**

By: \_\_\_\_\_  
Alexandro Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO CONTENT AND  
RECOMMENDED:**

Kern County Sheriff's Office

By: \_\_\_\_\_  
Donny Youngblood, Sheriff-Coroner

**APPROVED AS TO FORM:**

Office of the County Counsel  
County of Kern

By: \_\_\_\_\_  
County Counsel

**COUNTY OF KERN**

By: \_\_\_\_\_  
Chair, Board of Supervisors



DRAFT



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager  
Nancy Vera, Human Resources Manager

**DATE:** June 15, 2021

**SUBJECT:** Adopt a Resolution to Approve the Amended Employment Agreement Terms Between Roger Mobley and the City of Wasco.

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### **Recommendation:**

Staff recommends adopting a resolution to approve the amended employment agreement terms between Roger Mobley and the City of Wasco.

### **Discussion:**

Roger Mobley retired on January 10, 2021, from his position as Planning Director for the City of Wasco. As the City contracts with the Public Employees Retirement System (CalPERS), Mr. Mobley is a CalPERS annuitant.

Government Code (GC) Section 7522 requires a 180-day waiting period before a retired annuitant can be employed by a CalPERS agency unless the nature of the employment meets one of the exceptions and is approved via resolution by the governing body. In this case, the nature of Mr. Mobley's recommended appointment will be as an extra help retired annuitant. Mr. Mobley possesses the specialized skills needed to perform this work, and this appointment qualifies for an exception under Government Code Section 21224. CalPERS extra help retired annuitants qualify for this exemption based on their role performing work of limited duration (no more than 960 hours per fiscal year) such as the elimination of backlogs, limited-term special project work, or work in excess of what regular permanent staff can do.

The Senior Planner position is currently vacant, and the City requires the additional assistance in the Community Development Department to review and process complex community development projects. In addition, the department's receptionist, who would regularly field general inquiries and process planning permits, has recently retired. The Senior Planner position is critical to maintaining the ongoing efforts of the Community Development Department. The Community Development Department currently supports the Code Compliance, Building, and Planning divisions for the City of Wasco. The Community Development Department budget is 83 of 118 comprised of 6 full-time equivalent (FTE) positions with 3.30 Authorized for Planning, 2.25 Building Inspection, and 2.75 Code Compliance for Fiscal Year 2020 – 2021. Mr. Mobley possesses the required

specialized skills to fill the Senior Planner position. Mr. Mobley can fill in as necessary to augment the current staff capacity and resources in the Community Development Department. Mr. Mobley's employment will prevent undue hardship on regular staff members' workload that may be under increased pressure during intermittent periods when staff members leave.

Staff would like to extend Mr. Mobley's employment contract through the next fiscal year.

**Fiscal Impact:**

Fiscal impact is equivalent to the hourly rate established in the Salary Schedule for July 1, 2021 – June 2022 for a Senior Planner under the middle management pay schedule. No benefits would be provided with this position. Funding for this extra help assignment is available in the Community Development Department budget, and no additional funding is required.

**Attachments:**

1. Resolution
2. Agreement
3. Exhibit A – Agreement No. 2021-021 with Roger Mobley

## **RESOLUTION NO. 2021 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CONTRACT AMENDMENTS BETWEEN ROGER MOBLEY AND THE CITY OF WASCO.**

**WHEREAS**, the City Council Approval of a Resolution to appoint Roger Mobley as an Extra Help Retired Annuitant through June 30, 2022, on a part-time basis performing the duties of the Senior Planner under Government Code Section 21224; and

**WHEREAS**, the Senior Planner position is currently vacant and the City requires the additional assistance in the Community Development Department to review and process complex community development projects; and

**WHEREAS**, Approving employment agreement with a compensation of \$41.2808 per hour. The compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate. The length of term not to exceed 960 hours per CalPERS rules; and

**WHEREAS**, the City Council, the City of Wasco, and Roger Mobley certify that Roger Mobley has not and will not receive any other benefit incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate, and retired from the City of Wasco in the position of Planning Director, effective January 10, 2020;

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

**SECTION 1: Approves the agreement to extend Roger Mobley's employment 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 June 15, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**ALEXANDRO GARCIA**  
**Mayor** of the City of Wasco

**Attest:** \_\_\_\_\_

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

**EMPLOYMENT AGREEMENT NO. 2021 -  
AGREEMENT BETWEEN ROGER MOBLEY AND THE CITY OF WASCO TO  
AMEND TERMS OF HIS EXTRA HELP RETIRED ANNUITANT APPOINTMENT  
UNDER GOVERNMENT CODE SECTION 21224**

This Mutual Agreement to Amend ("Amendment Agreement") is entered into by and between Retired Annuitant Roger Mobley ("Mobley") and the City of Wasco ("City," collectively, "the Parties") with regard to the Employment Agreement ("Employment Agreement") dated May 12, 2021, by and between Mobley and the City.

**RECITALS**

1. On May 12, 2021, Mobley and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Mobley and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. Section 3 of the Employment Agreement provides that the Term of Employment shall be effective May 4, 2021, and shall terminate automatically on June 30, 2021.
4. The City and Mobley would like to extend the Employment Agreement to June 30, 2022.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 3 (entitled "Term of Employment"), which consists of three (3) sentences, is hereby amended as follows:

Language in Employment Agreement: " TERM OF EMPLOYMENT. The Term of this Agreement shall be effective May 4, 2021, and shall terminate automatically on June 30, 2021. Employment is temporary, at-will, and may be terminated with or without cause and with or without notice at any time by the Annuitant or the City. The City and Annuitant agree that this agreement shall be valid and applicable to all assignments within the scope set forth herein, and shall be valid and applicable until it expires by its own terms on June 30, 2021, until Annuitant has reached the 960-hour limitation, or until it is terminated by either of the Parties."

Amended to Read: " TERM OF EMPLOYMENT. The Term of this Agreement shall be effective May 4, 2021, and shall terminate automatically on June 30, 2022. Employment is temporary, at-will, and may be terminated with or without cause and with or without notice at any time by the Annuitant or the City. The City and Annuitant agree that this agreement shall be valid and applicable to all assignments within the scope set forth herein, and shall be valid and applicable until it expires by its own terms on June 30, 2022, until Annuitant has reached the 960-hour limitation, or until it is terminated by either of the Parties."

Mobley and the City agree that the foregoing one (1) Amendment is the only amendments to be made to the Employment Agreement by this Amendment Agreement.

Mobley and the City further agree that nothing in this Amendment is intended to provide either Party with rights or obligations not enumerated in the Agreement.

Each party, by affixing its signature below, attests that it has been represented by counsel, or has willingly foregone the opportunity to be represented by counsel, throughout the process of negotiating this Agreement to Amend, and that this Agreement to Amend is mutually drafted by the parties for purposes of California law.

**ANNUITANT**

**CITY OF WASCO**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021



## EXHIBIT A

**EMPLOYMENT AGREEMENT NO. 2021 - 021**  
**CITY OF WASCO EXTRA HELP RETIRED ANNUITANT UNDER GOVERNMENT**  
**CODE SECTIONS 21224**

This Extra Help Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation ("the City"), and Roger Mobley, a Retired CalPERS Annuitant and individual ("Annuitant;" collectively, "the parties"). The effective date of this Agreement shall be the date that the Agreement is approved by the City Council.

**RECITALS**

- A. The City desires to employ the services of Annuitant as an extra help retired annuitant due to his specialized skills and knowledge to perform coordinate the activities of current planning, advanced planning, environmental analysis, design review, growth management, and redevelopment for special projects and/or projects that require the special skill set the retired annuitant possess, under the terms and conditions set forth herein, and Government Code sections 21224 and 7522.56, and Annuitant is agreeable to the employment;
- B. Annuitant represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the assignment.
- C. The City and Annuitant both desire to comply with the CalPERS legal requirements and to separately contract for extra help and project work that requires the above specialized skills and/or knowledge;
- D. Government Code sections 21224 and 7522.56, which are incorporated in this Agreement, authorize Annuitant's employment as a person with specialized skills needed in performing work of limited duration, provided, among other things, that (1) the appointment does not exceed a combined total of 960 hours per fiscal year, (2) the compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties divided by 173.333 to equal an hourly rate, and (3) the retired annuitant does not receive any benefits, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and
- E. In connection with and contingent on Employee's acceptance of employment in the assignment, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Annuitant agree as follows:

**1. INCORPORATION.**  
 fully set forth herein verbatim.

The parties incorporate the foregoing recitals as if

**2. HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Annuitant as an extra help retired annuitant subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Annuitant's first day of work in the assignment, whichever is later.

**3. TERM OF EMPLOYMENT.** The Term of this Agreement shall be effective May 4, 2021, and shall terminate automatically on June 30, 2021. Employment is temporary, at-will, and may be terminated with or without cause and with or without notice at any time by the Annuitant or the City. The City and Annuitant agree that this agreement shall be valid and applicable to all assignments within the scope set forth herein, and shall be valid and applicable until it expires by its own terms on June 30, 2021, until Annuitant has reached the 960-hour limitation, or until it is terminated by either of the Parties.

**4. AT-WILL EMPLOYEE.** Annuitant understands that he is an employee "at will" under California law. Annuitant understands that, except as specifically controlled by this Agreement, Annuitant holds this position and continues in employment at the pleasure of the City. Annuitant understands that Annuitant may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Annuitant from Annuitant's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Annuitant to resign from employment with the City.

**5. DUTIES AND AUTHORITY.** Pursuant to this Agreement, Annuitant shall temporarily perform the functions of this position, exercise the full powers, and perform the duties described above, as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Annuitant shall exercise such other powers and perform such other duties as the City Manager or City Manager's designee may require from time to time.

**6. HOURS OF WORK.** Annuitant's is expected to devote necessary time to the business of the City. Work schedule generally consistent with those necessary to fulfill the obligations required for the assignment. Annuitant understands and acknowledges that the nature of the assignment is such that Annuitant's presence and the performance of Annuitant's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise. However, pursuant to Government Code section 21224(a) and section 7522.56(d), Annuitant is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to Annuitant consistent with the City's workload and other needs. If Annuitant's annual hours are approaching 960, then the City retains the right to summarily suspend Annuitant's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Annuitant does not exceed the maximum hours allowed by this Agreement. Annuitant will be responsible for keeping track of all hours worked on a daily time sheet form provided by the City and is responsible to ensure that he does not exceed 960 hours in the fiscal year.

7. **PLACE OF EMPLOYMENT.** Annuitant shall perform the duties of the assignment remotely with potential for scheduling of in-house assignments based on the request of the City Manager, which at that time of the execution of the Agreement is 764 E Street, Wasco, California. The City may, from time to time, require Annuitant to travel to other locations as necessary to discharge Annuitant's duties and or the duties/requirements of the assignment.

8. **RESIDENCY WAIVED.** The City waives any requirement that Annuitant's residency within the City of Wasco be a term or condition of Annuitant's employment.

9. **COMPENSATION AND BENEFITS.**

A. **Compensation:**

(1) **Compensation.** The City shall pay Annuitant at the rate of \$41.2808 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal and hourly rate) as listed on the City's publicly available pay schedule and publicly-available employment agreements. Payments will be made on regularly scheduled City payroll dates and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Annuitant's services under this Agreement.

(2) **Exempt Position.** The position in exempt form FLSA overtime pay requirements. This extra help employment generally will not exceed 40 hours per week. The City, through the City Manager, or his/her designee, will assign Annuitant hours to work. Due to the nature of the position, it is understood that the work day and work week hours may exceed beyond a typical 8-hour day and/or a 40-hour work week. All hours worked by a retired annuitant will be reported to CalPERS. These hours will be included in the 960-hour per fiscal year limitation for all retired annuitants (GOV § 7522.56(d))

(3) **Expenses.** The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. **Employment Benefits.** Other than the compensation described above, Annuitant will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Annuitant understands and agrees that Annuitant is not, and will not be eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, and City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage.

(1) **No Membership in Bargaining Unit.** Annuitant understands that Annuitant

is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.

(2) **No Property Right in Employment.** Annuitant understands and agrees that the terms of Annuitant's employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Annuitant further understands and agrees that Annuitant acquires no property interest in his employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Annuitant can be terminated at any time for any reason or for no reason), and that Annuitant is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.

**10. EMPLOYMENT OF A RETIREE.** Annuitant understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment to a position not to exceed 960 hours in any fiscal year for all such employers; wither (1) during and emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. In the event Annuitant is providing services to any other CalPERS public agency employer during the term of this Agreement, Annuitant must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Annuitant is performing for that other public agency to ensure that the maximum number is not exceeded.

**11. CONFLICT OF INTEREST.** Annuitant agrees that during the term of this Agreement, Annuitant will not maintain any financial interest or engage in any other contract employment, occupation, work endeavor, or association, whether for compensation or not, that would in any way conflict with, or impair Annuitant's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing. Annuitant agrees to disclose whether Annuitant is performing work for any other CalPERS public agency employers.

**12. ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Annuitant by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the parties are merged into and/or rendered null and void by this Agreement. The foregoing notwithstanding, Annuitant understands and acknowledges that Annuitant's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

**13. REVIEW.** Annuitant acknowledges that he has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Annuitant acknowledges and agrees that Annuitant has been provided with the time, and has had the opportunity, to consult with others of Annuitant's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Annuitant acknowledges that any agreement not to do so was Annuitant's, and Annuitant's alone. Annuitant acknowledges

and agrees that he has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement. It is agreed and acknowledged by the Parties that in making this Agreement, Annuitant will hold the City, its elected officials, officers, employees, agents, attorneys, and assigns harmless in the event CalPERS or any other person or entity in any way challenges this Agreement, including but not limited to, challenges to Annuitant's entitlement to CalPERS' benefits or seeks Annuitant's reinstatement into active CalPERS membership and/or recovery of retirement benefits already paid. Annuitant shall indemnify and defend the City for the payment of any employee and employer contributions to CalPERS related to Annuitant's post-retirement earnings, as well as for the payment of any administrative or other penalties and interest on such contributions, which would otherwise be the responsibility of the City.

**14. GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

**15. MUTUALLY DRAFTED.** For purposes of California law, the City and Annuitant agree that both the City and Annuitant are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Annuitant.

**16. HEADINGS, CAPTIONS.** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

**17. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**18. WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

**19. NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed, and dated by the City and Annuitant.

**20. NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Annuitant shall be given in writing and, if mailed, shall be addressed to Annuitant at Annuitant's home address then shown in Annuitant's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

**This Agreement, which consists of six (6) pages in twenty (20) numbered sections, with a separate page for the parties' signatures on the sixth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**ANNUITANT**

Roger Mobley

\_\_\_\_\_  
Print Name

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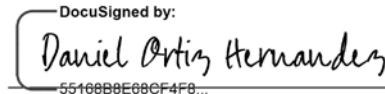
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Date: 5/10/2021  
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**CITY OF WASCO**

Daniel Ortiz Hernandez

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Print Name  
Daniel Ortiz Hernandez, City Manager

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Signature

Date: 5/12/2021  
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