



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, August 3, 2021 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

SPECIAL NOTICE REGARDING REMOTE PUBLIC PARTICIPATION DUE TO COVID-19*

City Hall is now open to the public for business. The City Council Chamber will be open to the public for City Council meetings; If you are not fully vaccinated, you must wear a mask.

The City Council Meeting is now live-streamed on the city's website:

<https://www.cityofwasco.org/306/city-council-meeting-videos>, subject to technical limitations.

Public comment regarding matters on the agenda may be made in person or via email. If you wish to comment on a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. August 3, 2021. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. August 3, 2021.

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 specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 pm

- 1) CALL TO ORDER:** Mayor
- 2) ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Members: Cortez, Martinez, Pallares
- 3) FLAG SALUTE:** Mayor
- 4) INVOCATION:**
- 5) PRESENTATIONS:** None
- 6) PUBLIC COMMENTS:**

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 have

jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for anyone subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items, not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Receive and file department payment totaling \$ 6,678.44

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Approval of Minutes for :
 - 1. May 13, 2021, Regular Meeting
 - 2. June 1, 2021, Regular Meeting
 - 3. June 8, 2021, Special Meeting
- b. Receive and file departments payments totaling \$ 1,298,858.10
- c. Receive and file the Fourth Quarter Financial Report ended June 30, 2021
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the Finance Director to the Municipal Finance Institute Conference on September 22 - 24, 2021, in Sacramento, CA.
- e. Adopt a Resolution authorizing the City Manager to enter into an Agreement with William C. Statler for financial management services.
- f. Adopt a Resolution to Authorize the City Manager to enter into an Agreement for services between the City of Wasco and the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2021; and any related documents necessary to complete the Agreement.
- g. Approval for Travel Expenses Exceeding \$500.00 per participation for Mayor Garcia, Council Member Cortez, Council Member Martinez, and City Manager to attend the League of California Cities 2021 Annual Conference on September 22 - 24, 2021 Sacramento, CA.
- h. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with the County of Kern for Illegal Dumping Resources Funds to be Used for Illegal Dumping Programs

- i. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Cromer Material Handling to Purchase One Forklift for the Public Works Department in the amount of \$28,924.00
- j. Adopt a Resolution Authorizing the City Manager to Sign and Execute a Non-Hazardous Garbage Collection and Removal Services Agreement No. C5609372 with the State of California Department of Corrections and Rehabilitation for the servicing of wet/dry refuse collection, removal, and disposal at the Wasco State Prison-Reception Center located at 701 Scofield Ave. Wasco Ca. 93280.
- k. Accept Notice of Completion and Notice of Acceptance of the Groundwater Monitoring Wells Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.
- l. Adopt a Resolution Authorizing the City Manager to Sign and Execute the Award of a Professional Services Agreement with Lechowicz & Tseng in the amount of \$49,510 and allowing the City Manager to execute Contract Amendments in an amount not to exceed an aggregate of \$20,000 for the Water and Sewer Rate Study.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS:

- a. Report and Discussion regarding illegal fireworks. (Hurlbert)

12) NEW BUSINESS:

- a. Review, Discussion, and Possible Action to Confirm or Remove Mayoral Appointment (Hurlbert)

At the request of the Council, this agenda item provides for review, discussion, and possible action to Confirm or Remove Alexandro Garcia as the appointed Mayor of the City of Wasco for the remainder of the current appointment.

- 1. If no action is taken by the Council, or if Mr. Garcia is confirmed by a vote of the Council to serve the remainder of his current appointment, the remainder of this agenda item shall be void.
- 2. If Mr. Garcia is removed as Mayor by a vote of the Council, Mayor Pro Tempore Gilberto Reyna shall be Acting Mayor, and the position of Mayor shall be vacant. If a vote of the Council to remove Mr. Garcia fails, the remainder of this agenda item shall be void.
- 3. Subject to the outcome of 12.a.2., Acting Mayor Reyna shall entertain nomination(s) for Mayor to serve the remainder of the current term through the 2021-2022 organizational meeting.

<Recess to allow Council and staff time to make any seating and nameplate adjustments needed from preceding agenda action.>

4. Once the Mayoral appointment is accomplished and subject to the outcome of 12a3, the newly appointed Mayor shall entertain nomination(s) for Mayor Pro Tempore to serve the remainder of the current term, through the 2021-2022 organizational meeting.
- b. Appointment of Voting Delegate and Alternate for the League of California Cities Annual Conference scheduled for September 22-24, 2021, at the Sacramento Convention Center. (Hurlbert)

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 July 29, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

*All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 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.***

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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.



Bill Pay List

WPFA Board Meeting: August 03, 2021

WarrantNo	Amount
W040121	552.24
W050121	552.24
W060121	5,021.72
W070121	552.24
Grand Total	6,678.44

Verified by:
Finance Director

Isarel Perez-
Hernandez

Digitally signed by: Isarel Perez-
Hernandez
DN: CN = Isarel Perez-Hernandez
email = isperez@cityofwasco.org C
= US O = City of Wasco
Date: 2021.07.28 11:44:30 -08'00'

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
1	W040121	NBS GOVERNMENT FINANCE GROUP	2458		321100139		2374	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS APR 21	552.24
2	W040121 Total								552.24
3	W050121	NBS GOVERNMENT FINANCE GROUP	2458		321100275		2375	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS MAY 21	552.24
4	W050121 Total								552.24
5	W060121	NBS GOVERNMENT FINANCE GROUP	2458		621000428		2376	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS JUN 21	611.72
6	W060121	U.S. BANK	2646		95416870		2377	ADMINISTRATION FEES REVENUE BONDS 5/21-4/22	4,410.00
7	W060121 Total								5,021.72
8	W070121	NBS GOVERNMENT FINANCE GROUP	2458		721000003		2378	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS JUL 21	552.24
9	W070121 Total								552.24
10								Grand Total	\$ 6,678.44

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of May 13, 2021
Special Meeting – 6:00 p.m.
Via Zoom Webinar

CLOSED SESSION SPECIAL MEETING – 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:01 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Led by Mayor Garcia

3) ROLL CALL:

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

4) PUBLIC COMMENTS: None

Mayor Garcia adjourned into closed session at 6:05 PM.

Mayor Garcia adjourned out of closed session at 7:32 PM.

5) CLOSED SESSION:

- a. **PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957:** City Manager, Interim City Manager

6) CLOSED SESSION ACTION:

Attorney Schroeter reported out.

- b. **PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957:** City Manager, Interim City Manager

No reportable action.

7) ADJOURNMENT:

Mayor Garcia adjourned meeting at 7:33 PM.

Monica Flores, Deputy City Clerk

Alexandro Garcia, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of June 1, 2021
Regular Meeting – 6:00 p.m.
Via Zoom Webinar

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:03 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Led by Mayor Garcia

3) INVOCATION: Moment of silence

4) ROLL CALL:

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

5) PRESENTATIONS:

- a. Proclamation for Pride Month

6) PUBLIC COMMENTS:

Manuel Cantu commented on a non-agendized item.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and file departments totaling \$397,593.36.

- b. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with I & M Sheep Company to Lease 696 Acres of Municipal Land for Agricultural Purposes through June 30, 2026.

Reso#2021-3613

Agmt#2021-025

- c. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into a Purchase Agreement with Core & Main for a total of \$25,655.25 to Purchase 200 ¾" Hersey Water Meters.

Reso#2021-3614

Agmt#2021-026

- d. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Zim Industries, Inc. dba Bakersfield Well and Pump for the Destruction of Water Well #5 in an Amount Not to Exceed \$29,850.00 and to Execute Contract Change Orders in an Amount not to Exceed an Aggregate of \$5,000.

Reso#2021-3615

Agmt#2021-027

- e. Update on 2020 New Alternative Fuel Vehicle Purchase Incentive from San Joaquin Valley Air Pollution Control District.

- f. Adopt a Resolution Approving the Filing of a Transportation Development Act Article 3 Request for Funding for Twelve New ADA Compliant Ramps at Various Locations in the South Gate Neighborhood and Authorizing the City Manager to Sign Necessary Documents Associated with the Application.

Reso#2021-3616

- g. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Routematch Software, Inc. to purchase a Transportation Management System in the amount of \$50,157.00.

Reso#2021-3617

Agmt#2021-069

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

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

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

13)REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
No reports
- b. Kern Council of Government (Garcia)
No reports
- c. Wasco Task Force (Martinez & Reyna)
No reports

14)REPORTS FROM KC FIRE AND SHERIFF:

Seargent Martinez update Council on recent crime reports.

15)REPORTS FROM CITY MANAGER:

City Manager Ortiz Hernandez updated the Council on the following:

- HSR moving forward with plans to close Kimberlina Avenue for possible two and a half months
- Staff is trying to ensure that public safety, with fire and Sheriff's office, can have access o the east side of Kimberlina Avenue in the event of emergency. Traffic will be detoured.
- Plans for the Poso Ave overpass project. The staff is waiting for the timeline for the completion of the project.

Mayor Garcia adjourned into closed session for 17a at 6:29 PM.

Mayor Garcia adjourned out of closed session at 7:22 PM.

17) CLOSED SESSION:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager, Mayor
Unrepresented employee: Mr. Scott Hurlbert, applicant for City Manager position.

CLOSED SESSION ACTION:

Attorney Schroeter reported out.

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager, Mayor
Unrepresented employee: Mr. Scott Hurlbert, applicant for City Manager position.

The City Council met and discussed the agreement, answered questions, the HR Attorney was present. Thereafter had a breakout session with Mr. M. Scott Hurlbert, Human Resource Manager Vera, and Mayor Garcia.
No action taken.

12)NEW BUSINESS:

- a. Consideration of report on appointment of City Manager and possible approval of agreement with Mr. Scott Hurlbert as City Manager. (Mayor)

Agmt#2021-024

City Manager Ortiz Hernandez presented the Employment agreement with Scott Hurlbert's annual salary of \$180,250.00 annually.

Motion was made by Mayor Pro Tem Reyna, **seconded** by Mayor Garcia to appoint Scott Hurlbert as City Manager, by the following roll call vote:

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

Mayor Garcia adjourned into closed session for items 17b to 17d at 7:33 PM.

17) CLOSED SESSION:

- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Employee Organization: SEIU Local 521
- c. **Approval of Closed Session Minutes for:**
1. April 20, 2021, Regular Closed Session Minutes
 2. May 4, 2021, Special Closed Session Minutes
 3. May 13, 2021, Special Closed Session Minutes
- d. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**
Property: APN 490-123-15, 490-121-24
Agency Negotiator: City Manager, City Attorney
Negotiating Parties: Jimmie D. Childress and Evelyn S. Childress
Under Negotiation: Price and terms of payment.

18)CLOSED SESSION ACTION:

Attorney Schroeter reported out.

- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Employee Organization: SEIU Local 521

No action taken

c. Approval of Closed Session Minutes for:

1. April 20, 2021, Regular Closed Session Minutes

Motion was made by Mayor Pro Tem Reyna, **seconded** by Council Member Cortez to approve item April 20, 2021, Regular Closed Session Minutes, by the following roll call vote:

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

2. May 4, 2021, Special Closed Session Minutes

Motion was made by Mayor Pro Tem Reyna, **seconded** by Council Member Cortez to approve item May 4, 2021, Special Closed Session Minutes, by the following roll call vote:

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

3. May 13, 2021, Special Closed Session Minutes

Motion was made by Mayor Garcia, **seconded** by Council Member Martinez to approve item May 13, 2021, Special Closed Session by the following roll call vote:

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

d. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**

Property: APN 490-123-15, 490-121-24

Agency Negotiator: City Manager, City Attorney

Negotiating Parties: Jimmie D. Childress and Evelyn S. Childress

Under Negotiation: Price and terms of payment.

Mayor Garcia abstained from voting due to his mother lives close to the property and may be a possible conflict of interest and left the Closed Session Meeting.

Motion was made by Mayor Pro Tem Reyna, **seconded** by Council Member Cortez to approve item 17d, by the following roll call vote:

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

Mayor Garcia adjourned out of closed session at 8:05 PM.

Mayor Pro Tem Reyna did not log back into the open session meeting.

16)REPORTS FROM CITY COUNCIL:

Member Cortez:

- Thanked everyone for their efforts in helping the community.
- Congratulated and welcomed Mr. Scott Hurlbert as the new City Manager.

Member Martinez:

- Welcomed Mr. Scott Hurlbert as the new City Manager.
- He thanked Wasco Animal Control for the quick response and service he recently received.

Member Pallares:

- Welcomed Mr. Scott Hurlbert as the new City Manager.

Mayor Garcia:

- Welcomed Mr. Scott Hurlbert as the new City Manager.
- On June 4, 2021, between 2:30 p.m. and 5:30 P.M., a pop-up vaccination event at the Fiesta Supermarket, and on June 11, 2021, another pop-up event at Wasco High School.
- Mothers Against Gang violence Peace March on June 13, 2021, at 2:30 P.M.
- Zumba event on June 14, 2021, at Cormack Park at 6:30 P.M.
- First community resource and job fair on June 18, 2021, at Cormack park from 12:00 P.M. to 3:00 P.M.
- On June 19, 2021, local faith community event for Juneteenth at the 15th Street Southgate Park 10:00 A.M.

19)ADJOURNMENT:

Mayor Garcia adjourned the meeting at 8:13 PM.

Monica Flores, Deputy City Clerk

Alexandro Garcia, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of June 8, 2021
Special Meeting – 6:00 p.m.
Via Zoom Webinar

SPECIAL BUDGET WORKSHOP MEETING – 6:00 pm.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:03 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Led by Mayor Garcia

3) INVOCATION: Observe a moment of silence.

4) ROLL CALL:

Present: Mayor Garcia, Council Member Martinez, Pallares

Late: Council Member Cortez logged in at 6:11 pm, Mayor Pro Tem Logged in at 6:49 pm

5) PRESENTATIONS: NONE

6) PUBLIC COMMENTS:

Deputy City Clerk Monica Flores read an email comment from Marcos Torres.

7) NEW BUSINESS:

- a. The Preliminary Proposed Annual Operating General Funds and Special Revenue Funds Budget and Preliminary Capital Improvement Project for the Fiscal Year of 2021-2022 (Perez-Hernandez)

PowerPoint presentation by Finance Director Perez Hernandez

- Preliminary Annual Budget Review

Council Member Cortez logged in at 6:11 pm

Mayor Pro Tem Reyna logged in at 6:49 pm

Staff comments by City Manager Ortiz Hernandez

Workshop with discussion and general direction only; no action taken

8) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 7:54 pm.

Monica Flores, Deputy City Clerk

Alexandro Garcia, Mayor



Bill Pay List

1 of 5

Council Meeting: August 03, 2021

WarrantNo	Amount
G061221	1,067,722.74
G070321	163,194.21
MB061121	219.54
WF063021	9,757.89
G061321	55,234.30
G070521	2,729.42
Grand Total	1,298,858.10

Verified by:
Finance Director

Isarel Perez-Hernandez
Digitally signed by: Isarel Perez-Hernandez
DN: CN = Isarel Perez-Hernandez,
email = isiperez@cityofwasco.org,
C = US O = City of Wasco
Date: 2021.07.28 12:57:24 -0800

A	B	C	D	E	F	G	H	I
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
G061221	ATV INC	4796		153020239		21500	STREETS #88: MACHINE 2 ROTORS	30.00
G061221	BC LABORATORIES, INC.	63		B420463		21501	WTR SAMPLE TEST: 6/10/21 WELL#7,8,10,14 EDT	669.00
G061221	CITY OF WASCO-UB PAYMENTS	1875		604385		21502	UB 810 8TH ST 05/15/15-06/15/21	56.44
G061221	CITY OF WASCO-UB PAYMENTS	1875		604421		21502	UB 1445 12TH STREET (SAL) 05/15/15-06/15/21	46.32
G061221	CITY OF WASCO-UB PAYMENTS	1875		604714		21503	UB 800 BLK CENTRAL 05/15/15-06/15/21	859.64
G061221	CITY OF WASCO-UB PAYMENTS	1875		604717		21502	UB 1100 CENTRAL AVE LLMD06-01 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		604719		21503	UB 1500 BLK OF CENTRAL 05/15/15-06/15/21	331.31
G061221	CITY OF WASCO-UB PAYMENTS	1875		604840		21502	UB 764 E STREET (ANNEX) 05/15/15-06/15/21	121.56
G061221	CITY OF WASCO-UB PAYMENTS	1875		604896		21502	UB 847 F STREET (PW SHOP) 05/15/15-06/15/21	121.56
G061221	CITY OF WASCO-UB PAYMENTS	1875		604929		21503	UB 1300 BLK FILBURN 05/15/15-06/15/21	239.82
G061221	CITY OF WASCO-UB PAYMENTS	1875		605298		21502	UB NW MAPLE/MARGALO LLMD 2006-1 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605299		21502	UB MAPLE/GROMER LLMD 2006-1 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605341		21502	UB 2700 BLK MONDAVI CT 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605400		21502	UB 1500 BLOCK OF PALM 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605407		21502	UB 2100 BLK PALM 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605409		21502	UB 400 N BLOCK OF PALM LLMD 2006-1 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605411		21502	UB 1700 BLK OF PALM #A 05/15/15-06/15/21	195.09
G061221	CITY OF WASCO-UB PAYMENTS	1875		605433		21502	UB 1200 BLK PECAN ST 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605436		21502	UB PENELOPE LLMD 2006-1 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605498		21502	UB 1700 BLK POPLAR 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605499		21502	UB 1700 BLK POPLAR #A 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605549		21502	UB 2500 BLK OF POSO DR. LLMD6-01 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605533		21503	UB 2700 BLK OF POSO AVE LLMD06-01 05/15/15-06/15/21	207.99
G061221	CITY OF WASCO-UB PAYMENTS	1875		605581		21502	UB PALM N. PROSPERITY 2006-1 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605704		21502	UB 1700 BLK OF MARGALO 05/15/15-06/15/21	91.52
G061221	CITY OF WASCO-UB PAYMENTS	1875		605891		21502	UB 1300 BLK OF WILLOW 05/15/15-06/15/21	91.52
G061221	CLEAN STRIDE LLC	5289		3081		21504	JUNE 2021 JANITORIAL SERVICES	4,897.00
G061221	CLEAN STRIDE LLC	5289	20217	3081		21504	JUNE 2021 JANITORIAL SERVICES	1,300.00
G061221	COASTLINE EQUIPMENT COMPANY	1947		812509		21505	DISPOSAL #17: TURBO CHARGE, GASKET 7 O RING	1,393.89
G061221	CUMMINS INC	376		Y8-7756		21506	CITY HALL UNIT: ANNUAL GENERATOR SERVICE	874.07
G061221	CUMMINS INC	376		Y8-7745		21506	POSO WELL #8 UNIT: ANNUAL GENERATOR SERVICE	865.84
G061221	CUMMINS INC	376		Y8-7749		21506	WWTP UNIT: ANNUAL GENERATOR SERVICE	960.74
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29112		21507	Biridiana's Email Not Recognizing User As A Valid	77.50
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29113		21507	Erendida Password ResetService Ticket Number379773	38.75
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29115		21507	Scott Outlook Issues	193.75
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29116		21507	Add Account For Munis Scott Hurlbert	116.25
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29117		21507	Biridiana's Error Message For Outlook. Emails Boun	271.25
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29119		21507	Certificate Munis Error.The wild card cert expired	498.75
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29120		21507	Camera Server Install	271.25
G061221	DIAMOND TECHNOLOGIES, INC.	2724		29121		21507	Camera Server InstallNo Firewall &Network Protectn	193.75



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	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
41	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29122		21507	Troubleshoot Yolanda access to planning drive	77.50
42	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29123		21507	New Hire Access for Scott Hurlbert	116.25
43	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29124		21507	Create Email and VPN Access For Roger Mobley	271.25
44	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29125		21507	City wide Wifi outage. Troubleshoot Wifi, Rebooted	620.00
45	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29126		21507	Streets Department Unable to Access U Drive	310.00
46	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29127		21507	Microsoft Tenant Hardening Policies	271.25
47	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29128		21507	Move Warren Craig's Files To The Street's U Drive	77.50
48	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29129		21507	Dell Vulnerability - City of Wasco	306.25
49	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29130		21507	Monica Flores - Unable to log into OWA	77.50
50	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29131		21507	June Monthly Maintenance Server - Download and run	1,852.50
51	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29258MS		21507	Monthly Billing June - Microsoft Exchange Online	324.00
52	G061221	DIAMOND TECHNOLOGIES, INC.	2724		29259SC		21507	Monthly IT Managed Services Agreement billing	1,538.15
53	G061221	GLOBAL ENVIRONMENTAL PRODUCTS, INC	4681		664325		21508	DISPOSAL #25: SHOCK ABSORBER ASSEMBLY	774.93
54	G061221	HALL LETTER SHOP, INC	1160		22394		21509	COMMUNITY SALUTE BANNERS FOR CITY COUNCIL	1,056.41
55	G061221	JEFFRIES BROS., INC	140		90486CT		21510	FUEL FOR JUN 21	12,456.99
55	G061221	JOHN KULAR CONSULTING	3734		1089		21511	CERTIS APPLICATION 2021	1,755.00
57	G061221	JOHN KULAR CONSULTING	3734		1090		21511	SEWER MODEL TASK 2	9,983.85
58	G061221	KAISER FOUNDATION HEALTH PLAN INC	4757		05/26/21-06/25/21		21512	INS. PREMIUM 05/26/21-06/25/21	633.66
59	G061221	KAISER FOUNDATION HEALTH PLAN INC	4757		04/25/21-05/25/21		21512	INS. PREMIUM 04/25/21-05/25/21	633.66
60	G061221	KERN COUNTY SHERIFF'S OFFICE	220		8588		21513	Q40F4 20/21SHERIFF SRVCS&5/4 ZERO TOLLERANCE SWEEP	987,329.31
61	G061221	KERN MACHINERY	4011		103-873795		21514	DISPOSAL #17: REPROGRAM PONY MOTOR	500.27
62	G061221	MARTIN, ARMANDO JR	5195		983		21520	JUNE 2021 SERVICES	1,100.00
63	G061221	PG & E COMPANY	85		02579048568 07/13/21		21515	UB 2692 GRAPEVINE LN 07/13/21	12.48
64	G061221	PG & E COMPANY	85		44600014806 07/09/21		21515	UB CENTRAL AVE & HWY 46 NW 09/09/21	81.83
65	G061221	PG & E COMPANY	85		87027247011 07/12/21		21515	UB AGRICULTURE (PAUL FARMS) 07/12/21	2,582.28
66	G061221	PG & E COMPANY	85		29915249253 06/30/21		21515	UB 810 8TH ST 07/15/21	587.91
67	G061221	PG & E COMPANY	85		34334121893 07/15/21		21515	UB 25' N/O FILBURN ON BECKES 07/15/21	10.52
68	G061221	PG & E COMPANY	85		20533184923 07/14/21		21515	UB SW SE SE 11 27 24 N/S POSO .25M W/O 07/14	13,329.87
69	G061221	PG & E COMPANY	85		58161952393 06/30/21		21515	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 07/14/21	5,976.69
70	G061221	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343		231158		21516	LEGAL SRVCS FEB 2021	3,425.00
71	G061221	SWAGIT PRODUCTIONS, INC	5178		17947		21517	VIDEO STREAMING SRVCS MAY 21	1,435.00
72	G061221	SWAGIT PRODUCTIONS, INC	5178		18158		21517	VIDEO STREAMING SERVICES JUN 21	1,435.00
73	G061221	TAG/AMS, INC	298		2794531		21518	URINE DRUG TEST 06/07/21	85.00
74	G061221	TAG/AMS, INC	298		2795582		21518	URINE DRUG TEST 6/02,5/26,6/25	255.00
75	G061221	THE GAS COMPANY	246		08331820137 JUN 21		21519	06/09/21-07/09/21 COURTHOUSE-757 F ST	20.80
76	G061221	THE GAS COMPANY	246		08961820373 JUN 21		21519	06/09/21-07/09/21 CITY YARD-845 F ST	17.81
77	G061221	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE	5268		EM006087		21521	PHYSICAL POST-OFFER 06/28/21	45.00
78	G061221	VERIZON CONNECT NWF INC	4908		OSV000002486205		21522	MONTHLY GPS JUN 21 MULTIPLE DEPT	152.00
79	G061221 Total								1,067,722.74
80	G070321	A&P DIESEL/JOHN M. ORTIZ	5387		1576-0200003031		21523	RFND CREDIT #0185006400 CID#1485	7.90
81	G070321	ACCOUNTemps	268		58036558		21524	TEMP M.SOLORIO WE 07/09/21	1,141.26
82	G070321	AMAZON CAPITAL SERVICES, INC	4968		13JR-6VMY-61NK		21525	ROLLER FOR SCANNER IN AP	137.86
83	G070321	ANA C. RUIZ	5382		14495-0185009600		21526	RFND CREDIT 960 E ST. 14495-0185009600	104.83
84	G070321	BRIGHT HOUSE NETWORK, LLC	68		7.72614E+13		21527	INTERNET SRVCS 07/09/21-08/08/21 FOR SHERIFF	142.96
85	G070321	CARLOS ORTIZ	5379		14478-0116018620		21528	RFND CREDIT ACC#0116018620 CUST#14478	28.25
86	G070321	CITY OF WASCO-UB PAYMENTS	1875		609501		21529	UB 810 8TH ST (LF) 07/01/21-07/31/21	15.80
87	G070321	CITY OF WASCO-UB PAYMENTS	1875		609540		21529	UB 764 E STREET (ANNEX) (LF) 07/01/21-07/31/21	182.21
88	G070321	COUNTY OF KERN	218		IN0451458		21530	ANNUAL FEES:GREEN WTT SITE LIMITED VOLUME TRANSFER	5,135.00
89	G070321	EVERARDO & GRACIELA OCAMPO	4411		13895-013008410		21531	RFND CREDIT #013008410 CID#13895	63.30
90	G070321	FED EX	123		7-437-60165		21532	FEDEX 07/16/21	24.01
91	G070321	FRED WEST, JR.	5386		1485-0185006400		21533	RFND CREDIT #0185006400 CID#1485	64.79
92	G070321	GUSTAVO SOTO	5380		14474-0395025500		21534	RFND CREDIT #0395025500 CID#14474	36.05



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WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
93	G070321	KERN COUNTY FIRE DEPT. & OFFICE OF	1264	22-000017		21535	FY 21/22,1QT,AGRMNT#501-2017	135,061.25
94	G070321	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL JUL 21		21536	LANDFILL FOR JUL 21	12,766.43
95	G070321	LAS ROSAS	4758	14784-0187017000		21537	RFND CREDIT 14784-0187017000 1700 ESCONDIDO AVE	28.60
96	G070321	MARIA PEREZ	5381	14222-0200016040		21538	RFND CREDIT #0200016040 CID#14222	20.83
97	G070321	PATRICIA & ERNIE SANCHEZ	5383	14160-0135003420		21539	RFND CREDIT #0135003420 CID#14160	23.65
98	G070321	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S159234		21540	21/22 ANNUAL PERMIT TO OPERATE- IRIS & GRIFFITH	290.00
99	G070321	TYLER TECHNOLOGIES, INC	1064	045-344500		21541	08/13/21-0812/22 SYSTEM MANAGEMENT SRVCS SUPPORT	7,919.23
100	G070321 Total							163,194.21
101	MB061121	CARD SERVICE CENTER	4919	MM051421-061121		5078	MED SUPPLIES FOR SHERIFF'S DEPT	101.90
102	MB061121	CARD SERVICE CENTER	4919	MM051421		5078	CREDIT MED SUPPLY	(162.24)
103	MB061121	CARD SERVICE CENTER	4919	20217 DO051421-061121		5078	ZOOM SRVCS & WEBINER 06/23/21-06/22/21	279.88
104	MB061121 Total							219.54
105	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	MISC SUPPLIES: OFC CLEANING,LAWN MAINT,HOSE REPAIR	214.68
106	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	MOTOR FOR HEAT EXCHANGER BLOWER	234.14
107	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	GLOVES FOR DAILY MAINTENANCE & LAB TESTING	415.48
108	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	LAB CONES& GLASSES TESTING AND CHAFTS, CHART PENS	421.66
109	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	SUPPLIES TO PIPE WATER TO OUTSIDE REC PUMP	33.90
110	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021FL		5079	CANOPIES LIFT STATIONS TO AVOID DIRECT SUN LIGHT	86.54
111	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021GS		5079	SPRINKLER PARTS	293.18
112	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021GS		5079	TRAFFIC PAINT	85.60
113	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021GS		5079	CREDIT/RETURN SPRINKLER PARTS	(90.92)
114	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021GS		5079	BATTERIES FOR LED SIGNAL BUTTONS	18.39
115	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021GS		5079	PAINT BRUSH FOR PUBLIC WORKS MURAL	11.89
116	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	PRESSURE RELEASE VALVE AND PLUMBERS TAPE	21.52
117	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	SUPPLIES TO TEMPORARILY FIX HVAC AT ANNEX BUILDING	9.48
118	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	PAINT SUPPLIES FOR CITY HALL CHAMBERS DOOR REPAINT	26.87
119	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	PAINT & SUPPLIES CITY HALL CHAMBERS DOOR REPAINT	65.67
120	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	BATTERIES FOR SMOKE ALARM AT ANNEX	11.90
121	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	SMOKE ALARM BATTERIES FOR COURTHOUSE	17.31
122	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	K1 SINGLE CUT: KEYS COPIED FOR WATER DEPT	3.70
123	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	BATTERY PACK FOR HAND SANITIZER STAND	12.82
124	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	BATTERY REPLACEMENT FOR AUTO DOOR BUTTONS AT CITY	6.48
125	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	MOUNTING HARWARE PICTURE FRAMES & PLAQUES CHAMBERS	5.60
126	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	HARDWARE FOR HANDRIAL INSTALL	1.73
127	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	HARDWARE FORE HANDRAIL INSTALL	2.38
128	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	HARDWARE FOR HANDRAIL INSTALL AND DRILL DRIVER AD	6.38
129	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	CONCRETE DRILL BIT FOR HANDRAIL INSTALL	5.94
130	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	MASONRY DRILL BIT FOR HANDRAIL IN COUNCIL CHAMBERS	4.10
131	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	CHAMBERLAIN 3 BUTTONS REMO	35.00
132	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	AA BATTERY 16-PACK	16.00
133	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	TIME DLAY CARTRID	19.30
134	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	HANDRAIL FOR COUNCIL CHAMBERS	353.97
135	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	6 KEYS MADE FOR CITY HALL FRONT DOOR	97.43
136	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	FLOAT VALVE FOR ANIMAL CONTROL SWAMP COOLER	9.19
137	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HK		5079	SWAMP COOLER PUMP REPLACEMENT	38.96
138	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	CITY GENERATOR BATTERY	129.30
139	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	DISPOSAL #25: AIR FILTERS	119.22
140	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	AC #33: TIE ROD ENDS	80.62
141	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	DISPOSAL #13: BOLTS	12.38
142	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	DISPOSAL #22: HOSE CLAMPS - 1 INCH,HOSE PROTECTORS	92.07
143	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	DISPOSAL #18: SAFETY VALVE	17.31
144	WF063021	WELLS FARGO CREDIT CARD	4426	WF063021HC		5079	DISPOSAL #25: GREASE LINES AND FITTINGS	43.03



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145	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DAR #61: BLOWER MOTOR AND RESISTER	49.02
146	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	FACILITIES MAINT #43: OIL, AIR ,AND FUEL FILTERS	79.73
147	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	STREETS #96: BATTERY AND TURN SIGNAL SWITCH	288.06
148	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	STREET #96: CREDIT FOR RETURNED BATTERY	(18.00)
149	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #17: WATER SPRAYER FITTINGS	65.49
150	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #19: TIRE VALVES AND WHEEL NUTS	207.11
151	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	STREET #92: BOLTS AND NUTS	34.78
152	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	ANIMAL CONTROL #11: PM FILTERS	23.86
153	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #23: ELECTRIC RELAYS	20.24
154	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #17: NUTS AND BOLTS	13.86
155	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #13: NEW STARTER	274.03
156	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #15: METAL MATERIAL	44.17
157	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	3 QT OF TRANSMISSION FLUID	24.32
158	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	DISPOSAL #14: HYDRAULIC VLAVE STACK KITS	112.49
159	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HC		5079	SMALL TOOLS: VALVE STEM TOOL	26.81
160	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021HS		5079	CACITY MGMNT FOUNDATION MEMBERSHIP DUES S.HURLBERT	400.00
161	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	SPARE KEYS FOR NEW LOCK ON CATTERY	7.27
162	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	HOSE EQUIPMENT FOR CLEANING AND CHARGER FOR TABLET	83.61
163	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	VACCINES FOR DOGS	402.64
164	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	AC FOR BREAK ROOM	486.04
165	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	BADGE FOR MARCO	188.45
166	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	GRABBED NEW LEASHES FOR DAILY USE	235.98
167	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	DARTS FOR TRANQUILIZER	155.31
168	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021LF		5079	ZIP TIES	8.32
169	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MS		5079	SIGNS FOR CITY COMMUNITY RECYCLE BINS	713.83
170	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	BOLTS FOR WELL #2	37.02
171	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	PARTS TO REPAIR METER LINE AT 2641 SILVER TREE	9.69
172	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	BATTERIS FOR WELL LEVEL DETECTOR: ONLY STORE OPEN	19.46
173	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	CONDUIT FOR SENIOR HOME PROJECT	168.81
174	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	COUPLER FOR SENIOR HOME PROJECT	15.75
175	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021MC		5079	KNIFE AND CUTTERS FOR TURCK #53	20.51
176	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PLAN		5079	BOOT ALLOWANCE FOR S.GONZALES	220.10
177	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PLAN		5079	Chemical Agents Training - Christian Tovar	35.00
178	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PLAN		5079	2021 Annual Seminar Registration - Christian Tovar	350.00
179	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PLAN		5079	2021 Annual Seminar Deposit - Christian Tovar	238.19
180	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PW		5079	1 GALLON ANTI-GRAFFITI SEALANT FOR PW	292.68
181	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021PW		5079	APWA JUNE 2021 LUNCH PROGRAM	10.00
182	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021SM		5079	ANIMAL CONTROL: UPDATE ANIMAL LAW BOOKS	96.00
183	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021SM		5079	NEW SCOOPERS FOR DAILY DOG CLEAN UP	90.89
184	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021SM		5079	MATERIALS FOR THE SHELTER DAILY DUTIES	22.71
185	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021VN		5079	UPDATED CA/OSHA-COMPLAINT COVID-19 PREVENTION PRGM	249.00
186	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021VL		5079	TOOLS SETS FOR TRUCKS FOR REPAIRS	214.34
187	WF063021	WELLS FARGO CREDIT CARD	4426		WF063021CH		5079	5MONITORS-1 PW,4 FIN,POLO SHIRTS,TCORTEZ BUS CARDS	587.75
188	WF063021	WELLS FARGO CREDIT CARD	4426	20217	WF063021VN		5079	100 MASKS NIOSH N95 ROUND RESPIRATOR FOR HR COVID-	162.37
189	WF063021	Total							9,757.89
190	G061321	BC LABORATORIES, INC.	63		B421644		21542	WTR SAMPLE TEST 6/22/21 BACTERIOLOGICAL	70.00
191	G061321	BC LABORATORIES, INC.	63		B421662		21542	WW SAMPLE TEST 6/22/21 INFLUENT MONITORING	153.00
192	G061321	BC LABORATORIES, INC.	63		B421716		21542	WW SAMPLE TEST 6/29/21 INFLUENT MONITORING	70.00
193	G061321	BC LABORATORIES, INC.	63		B421959		21542	WTR SAMPLE TEST 6/24/21 WELL #12 EDT	18.00
194	G061321	BRIAN L. EDICK	4770		44368		21549	JUNE 2021 VET SERVICES	1,503.00
195	G061321	INTERSTATE SALES	177		7874		21543	REPLACE BARRICADES & CONES & TRAFFIC SAFETY CLASS	8,336.13
196	G061321	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WSP JUN 21		21544	LANDFILL FEES JUNE 2021 WSP	4,474.80



Bill Pay List

5 of 5

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
197	G061321	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WAS JUN 21		21544	WASCO GATE FEE JUNE 2021 STREET SWEEPINGS	1,714.50
198	G061321	P & J ELECTRIC, INC.	66		7163		21545	TROUBLESHOOT WET WELL TRANSDUCER	1,391.76
199	G061321	P & J ELECTRIC, INC.	66		7188		21545	TROUBLESHOOT WATER SYSTEM AND 3 WAY VALVE	1,217.79
200	G061321	RILEIGHS OUTDOOR DECOR LLC	5388	21043	37161		21546	BANNER TO VETERAN HUNG ON 7TH ST.	794.29
201	G061321	SIERRA SCHOOL EQUIPMENT CO.	157	20217	405008		21547	WASTEWATER TREATMENT PLANT COVID REPAIRS	33,331.38
202	G061321	UNIVAR USA INC	111		49264550		21548	WELL #7: 4TH & POPLAR LIQUID CHLORINE	437.60
203	G061321	UNIVAR USA INC	111		49264551		21548	WELL #10: IRIS & GRIFFITH LIQUID CHLORINE	521.77
204	G061321	UNIVAR USA INC	111		49264549		21548	WELL #11: 11TH & OAK LIQUID CHLORINE	687.66
205	G061321	UNIVAR USA INC	111		49264552		21548	WELL #14: 747 G ST LIQUID CHLORINE	512.62
206	G061321 Total								55,234.30
207	G070521	BC LABORATORIES, INC.	63		B421820		21550	WW SAMPLE TEST 7/1/21 INFLUENT MONITORING	70.00
208	G070521	JEFFRIES BROS., INC	140		91368		21551	DISPOSAL #13: TRANSMISSION OIL 5 GALLON	243.30
209	G070521	LIEBERT CASSIDY WHITMORE	2269		1520891		21552	5 FULL DAYS TRNG, MONTHLY NEWSLETTER,PHONE CONSULT	1,630.00
210	G070521	PG & E COMPANY	85		21147131763 07/16/21		21553	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 07/16/21	18.19
211	G070521	THE GAS COMPANY	246		08207136329 JUL 21		21554	MULTIPLE ADDRESSES 06/11/21-07/13/21	149.39
212	G070521	THE HOME DEPOT PRO	5006		62672496		21555	JANITORIAL SUPPLIES	618.54
213	G070521 Total								2,729.42
214								Grand Total	1,298,858.10



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 03, 2021

SUBJECT: Receive and File the Fourth Quarter Financial Report ended June 30, 2021.

Recommendation:

Receive and file an update on the status of the current financial position, Major City Goals, and CIP projects for the fourth quarter of the Fiscal Year 2020-21. The City's Financial Reporting and conceptual Budget policy for interim reporting require that staff prepare and issue a formal quarterly report to the Council.

Background:

The Government Finance Officers Association (GFOA) is an organization that was established to assist in the professional management of governments by developing and identifying financial policies and best practices through education, training, facilitation of member leadership, and networking.

GFOA released a publication on financial reporting best practices. It states that financial reporting should be issued at a minimum "quarterly...to ensure the ongoing completeness and accuracy of the data is correct. This process should include appropriate reconciliations to identify adjustments, as well as financial analysis of interim management reports to identify abnormal or incomplete data to be corrected." In order for the information to be considered timely and useful, readers can make informed decisions.

To improve our financial transparency and accountability to all stakeholders, the Finance Department streamlined internal controls and processes that empower the Finance Department to deliver monthly and quarterly reports, transitioning into an efficient and effective government.

Discussion:

The accompanying quarter financial report for 2020-21 (Attachment 1) provides a high-level overview of the City's Financial Condition from July 01, 2020, thru March 31, 2021. The report summarizes revenue and expenditure actuals. The report also includes a Capital Improvement Project update (Attachment 1) and highlights milestones from the

third quarter. The report's focus is on the General Fund; however, updated information is also provided for each of the City's enterprise funds.

The reports in (Attachment A) is broken down into the following sections:

- **Section A:** Fund Balance
- **Section B:** General Fund Expense by Division
- **Section C:** General Fund Expenses by Category
- **Section D:** General Fund Revenues
- **Section E:** All Fund Expenses
- **Section F:** All Fund Revenues
- **Section G:** Capital Improvement Program (CIP) Summary

FINANCIAL OVERVIEW BY FUND THROUGH JUNE 2021

This report summarizes the City's financial position for the fiscal year through June 30, 2021. Since this report is for the last quarter, it serves as an interim financial report for the year. While the audit is not yet complete, we believe this interim report provides a reasonable basis for assessing the financial position of the City's major funds and the City's Capital Improvement Program (CIP) at the end of the fiscal year 2020-21. However, this information is subject to change once all accruals have been made and the audit is complete. Final financial statements are expected to be issued in December 2021.

GENERAL FUND

Based on interim results, General Fund Revenues are at 51% of the projections, operating expenditures are at 84%, and capital expenditures are at 9%. The significant variance in revenues and capital expenditures is primarily due to the budgeted grant proceeds and capital expenditures of \$9,300,000 that are related to the former farm labor complex demolition and site clean-up. As discussed during the Mid-Year budget review, the city will not proceed with this project until the related funding has been received. The significant variance in operating expenditures is primarily due to staffing vacancies in the General Fund.

General Fund Balance	Budget	YTD Actual	% of Budget
REVENUES	22,243,520	11,323,297	51%
OPERATING EXPENDITURES	11,051,485	9,287,076	84%
CAPITAL EXPENDITURES	17,003,818	1,486,676	9%
TRANSFERS IN/(OUT)	4,168,422	2,402,016	58%
BALANCE, START OF YEAR	13,510,117	13,510,117	-
BALANCE, YEAR-TO-DATE	11,866,756	16,461,678	-
ASSIGNED FOR LABOR CAMP DEMO	9,300,000	9,300,000	
UNASSIGNED MEASURE X FUND BALANCE	2,581,266	4,558,837	
UNASSIGNED GENERAL FUND BALANCE	(14,510)	2,602,841	

Top Ten General Fund Revenues

Our top ten revenues account for approximately 97% of total General Fund revenues. By focusing on these, we can get an excellent understanding of our revenue position.

General Fund Revenues	Budget	Current Year to Date	% of Budget
⊖ TAXES	8,527,810	8,496,089	100%
MOTOR VEH. LICENSE FEE	3,151,359	3,172,544	101%
MEASURE X SALES TAX	2,360,000	2,340,950	99%
SALES TAX	1,588,000	1,489,301	94%
PROPERTY TAXES	975,000	974,358	100%
FRANCHISE TAX	350,000	376,537	108%
OCCUPANCY TAX	74,451	110,433	148%
PROPERTY TRANSFER TAX	29,000	31,966	110%
⊕ LICENSE AND PERMITS	78,400	29,127	37%
⊕ FINES INTEREST RENTALS	80,610	172,735	214%
⊕ GRANTS/INTERGOVERNMENTAL	12,968,600	1,464,966	11%
⊕ CHARGES FOR SERVICES	537,600	704,141	131%
⊕ OTHER REVENUES	50,500	456,239	903%
Grand Total	22,243,520	11,323,297	51%

General and Motor Vehicle License Fee. Property tax revenues are on target with the budget estimates. We have not seen any decline in property tax revenues as a result of the COVID-19 pandemic. This will remain an important revenue source to monitor over the next year.

Sales Tax (General and Measure X). Based on year-to-date results, General and Measure X sales tax revenues are performing slightly below estimates; however, the City has yet to receive two monthly payments from the State of California. We anticipate that our revenues will be on target once these payments are received but will continue to be lower than 2018-19 actuals.

Franchise Tax. Currently, the City collects from four companies: Pacific Gas and Electric (PG&E), Charter Communications, Southern California Gas (SoCal Gas), and American Refuse. Based on year-to-date results, this revenue appears to be performing slightly better than our budget estimates.

Transient Occupancy Tax (TOT). Visitors to Wasco who stay in the City's hotels, motels, and inns for a period of less than thirty consecutive calendar days pay TOT. TOT appears to be performing significantly better than revised budget estimates based on year-to-date results but continues to be lower than 2018-19 actuals.

Grants. As noted above, the significant negative variance between budgeted and actual grant revenues is primarily due to the expected payment from the State of \$9,300,000 to assist the City with the former farm labor complex demolition and site clean-up. (This also explains why year-to-date actual CIP expenditures are much lower than the budget.) The City will not proceed with this project until this payment is received. In addition, there are grant-funded capital projects that were budgeted in the current fiscal year but have yet to commence.

Charges for Services. This revenue is mainly comprised of fees for planning and engineering services and building permits. The significant positive variance, when compared to budgeted figures, is primarily due to fees associated with the High-Speed Rail project.

General Fund Expenditures

Expenditures are far below estimates primary due to staffing vacancies and the timing of capital project expenditures as summarized below:

General Fund Expenditures	Budget	Current Year to Date	% of Budget
GENERAL GOVERNMENT	12,802,185	2,222,131	17%
OPERATING EXPENDITURES	1,788,185	1,425,935	80%
CAPITAL EXPENDITURES	11,014,000	796,196	7%
PUBLIC SAFETY	4,840,600	4,551,951	94%
OPERATING EXPENDITURES	4,840,600	4,551,951	94%
CAPITAL EXPENDITURES	-	-	0%
PUBLIC WORKS	7,820,333	2,141,965	27%
OPERATING EXPENDITURES	2,067,515	1,462,466	71%
CAPITAL EXPENDITURES	5,752,818	679,499	12%
COMMUNITY DEVELOPMENT	1,400,230	969,643	69%
OPERATING EXPENDITURES	1,395,230	969,643	69%
CAPITAL EXPENDITURES	5,000	-	0%
INTERNAL SERVICE	1,191,955	888,062	75%
OPERATING EXPENDITURES	959,955	877,081	91%
CAPITAL EXPENDITURES	232,000	10,981	5%
Grand Total	28,055,303	10,773,751	38%

General Fund Transfers

General Fund Transfers In/Out are comprised of internal service charges and general operating transfers as summarized below:

General Fund Transfers	Budget	Current Year to Date	% of Budget
GENERAL GOVERNMENT	(1,201,478)	(389,843)	32%
INTERNAL SERVICE CHARGES	1,440,565	1,150,141	80%
TRANSFERS IN	-	112,786	0%
TRANSFERS OUT	(2,642,043)	(1,652,770)	63%
PUBLIC SAFETY	741,441	1,109,936	150%
INTERNAL SERVICE CHARGES	(38,559)	(26,699)	69%
TRANSFERS IN	780,000	1,136,635	146%
PUBLIC WORKS	3,585,020	905,780	25%
INTERNAL SERVICE CHARGES	(390,308)	(314,250)	81%
TRANSFERS IN	4,028,328	1,236,478	31%
TRANSFERS OUT	(53,000)	(16,449)	31%
COMMUNITY DEVELOPMENT	(169,476)	(110,801)	65%
INTERNAL SERVICE CHARGES	(259,476)	(190,007)	73%
TRANSFERS IN	90,000	79,206	88%
INTERNAL SERVICE	1,212,915	886,945	73%
INTERNAL SERVICE CHARGES	976,915	794,368	81%
TRANSFERS IN	236,000	92,577	39%
Grand Total	4,168,422	2,402,016	58%

Internal Service Charges. These are charges derived from allocating the General Fund's administrative and support service costs to specific non-General Fund Departments. The negative variance, when compared to budgeted figures, is primarily due to staffing vacancies in the General Fund.

Operating Transfers. These transfers are comprised of revenues from other funds that are used to offset staffing, equipment, and CIP project costs. The negative variance, when compared to budgeted figures, is primarily due to the timing of capital project expenditures.

ENTERPRISE FUNDS

In general, the major enterprise fund revenues are consistent with past trends. Expenditures, however, are far below estimates primarily due to the timing of capital project expenditures.

Wastewater Working Capital	Budget	YTD Actual	% of Budget
REVENUES	2,525,000	2,564,264	102%
OPERATING EXPENDITURES	2,297,110	1,387,571	60%
CAPITAL EXPENDITURES	1,239,833	1,008,150	81%
TRANSFERS IN/(OUT)	(469,146)	(291,272)	62%
BALANCE, START OF YEAR	5,131,692	5,131,692	-
	3,650,603	5,008,961	-

Water Working Capital	Budget	YTD Actual	% of Budget
REVENUES	3,540,000	3,214,053	91%
OPERATING EXPENDITURES	2,523,035	2,035,242	81%
CAPITAL EXPENDITURES	4,771,100	1,616,007	34%
TRANSFERS IN/(OUT)	(444,659)	(381,417)	86%
BALANCE, START OF YEAR	10,749,136	10,749,136	-
	6,550,342	9,930,523	-

Sanitation Working Capital	Budget	YTD Actual	% of Budget
REVENUES	3,235,308	3,076,912	95%
OPERATING EXPENDITURES	2,426,995	1,980,143	82%
CAPITAL EXPENDITURES	775,000	48,963	6%
TRANSFERS IN/(OUT)	(739,081)	(670,523)	91%
BALANCE, START OF YEAR	2,475,614	2,475,614	-
	1,769,846	2,852,898	-

ATTACHMENTS

1. Fund Balance Summary
2. General Fund Expenditures by Division
3. General Fund Expenditures by Category
4. General Fund Revenues
5. Expenditures by Fund
6. Revenues by Fund
7. Capital Improvement Program (CIP) Summary

Fiscal Impact:

None

Attachments:

1. Fourth Quarter Financial Report ended June 30, 2021.



City of Wasco Interim Financial Statements

Fiscal Year 2020-2021 - Through June 2021

Fund Balance Summary

Fund Group	Beginning Fund Balance	Revenues	Expenditures	Transfers In/(Out)	Ending Fund Balance
GENERAL	13,510,117	11,323,297	10,773,751	2,402,016	16,461,679
ENTERPRISE	18,372,976	8,931,317	8,354,164	(1,398,604)	17,551,525
WASTEWATER	5,131,692	2,564,264	2,395,722	(291,272)	5,008,962
WATER	10,749,136	3,214,053	3,651,249	(381,417)	9,930,523
SANITATION	2,475,614	3,076,912	2,029,105	(670,523)	2,852,898
TRANSIT	(200,963)	2,517	239,566	(48,975)	(486,987)
CNG STATION	217,497	73,572	38,523	(6,417)	246,129
SPECIAL REVENUE	4,634,246	1,875,354	176,837	(1,003,411)	5,329,352
TRANSPORTATION DEVELOPMENT ACT	(132,812)	-	-	(48,867)	(181,679)
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT	(22,093)	175,663	112,766	-	40,804
SEWER LIFT STATION	199,771	12,517	5,390	(791)	206,107
COMMUNITY FACILITIES DISTRICT	53,125	82,291	217	(45,031)	90,168
GAS TAX	677,208	1,125,603	-	(900,722)	902,089
TRAFFIC SAFETY	7,607	12,712	15,680	(8,000)	(3,361)
TRAFFIC IMPACT	2,042,396	108,506	24,168	-	2,126,734
EMERGENCY RESPONSE	1,567	-	-	-	1,567
COPS	55,948	156,727	-	-	212,675
CDBG	382,259	46,428	7,486	-	421,201
CALHOME	1,016,678	75,863	3,458	-	1,089,083
HOME	341,280	78,977	7,672	-	412,585
BEGIN	11,313	68	-	-	11,381
OTHER	202,499	-	13,255	-	189,244
SUCCESSOR AGENCY TO RDA	75,046	-	-	-	75,046
WASCO PUBLIC FINANCING AUTHORITY	127,453	-	13,255	-	114,198
Grand Total	36,719,838	22,129,969	19,318,007	-	39,531,800



City of Wasco Interim Financial Statements Fiscal Year 2020-2021 - Through June 2021

General Fund Expenditures by Department

Departments	Budget	Current Year to Date	% of Budget
GENERAL GOVERNMENT	12,802,185	2,222,131	17%
CITY COUNCIL	311,150	302,645	97%
CITY MANAGER	451,225	370,663	82%
CITY CLERK	227,660	133,753	59%
FINANCE/ACCOUNTING	523,100	411,556	79%
HUMAN RESOURCES/RISK MGMT	61,350	43,758	71%
CITY ATTORNEY	235,000	263,041	112%
SALES TAX-MEASURE X	415,000	8,379	2%
FORMER LABOR HOUSING	9,475,000	167,399	2%
CARES ACT	934,000	339,269	36%
NON-DEPARTMENTAL	168,700	181,667	108%
PUBLIC SAFETY	4,840,600	4,551,951	94%
SHERIFF	4,310,600	4,022,817	93%
FIRE SERVICES	530,000	529,134	100%
PUBLIC WORKS	7,820,333	2,141,965	27%
STREETS	6,317,318	1,628,412	26%
ANIMAL SERVICES	1,080,750	258,004	24%
ENGINEERING	422,265	255,549	61%
COMMUNITY DEVELOPMENT	1,400,230	969,643	69%
PLANNING & COMMUNITY DEVELOP	633,040	313,738	50%
BUILDING INSPECTION	401,045	334,971	84%
CODE COMPLIANCE	353,645	320,933	91%
ECONOMIC DEVELOPMENT DEPT.	12,500		0%
INTERNAL SERVICE	1,191,955	888,062	75%
SHOP MAINTENANCE	553,415	411,599	74%
FACILITIES MAINTENANCE	342,540	276,434	81%
INFORMATION TECHNOLOGY	296,000	200,029	68%
Grand Total	28,055,303	10,773,751	38%



City of Wasco Interim Financial Statements Fiscal Year 2020-2021 - Through June 2021

General Fund Expenditures by Category

Expenditure Category	Budget	Current Year to Date	% of Budget
PERSONNEL SALARIES	2,214,250	1,829,195	83%
SALARY	2,172,650	1,819,004	84%
OVERTIME	37,100	10,191	27%
EXTRA HELP	4,500		0%
PERSONNEL BENEFITS	1,471,600	1,046,717	71%
RETIREMENT BENEFIT	602,100	174,147	29%
UNFUNDED RETIREMENT BENEFIT	50,000	375,030	750%
GROUP INSURANCE	647,850	357,966	55%
FICA PAID	162,650	130,228	80%
DEFERRED COMP PAID	9,000	9,346	104%
OPERATING MATERIALS/SUPPLIES	183,215	144,468	79%
REPAIRS & MAINTENANCE	329,000	339,860	103%
UTILITIES	65,950	47,067	71%
CONTRACTUAL SERVICES	5,990,555	5,246,477	88%
OTHER EXPENSES	796,915	633,292	79%
CAPITAL	17,003,818	1,486,676	9%
Grand Total	28,055,303	10,773,751	38%



City of Wasco Interim Financial Statements

Fiscal Year 2020-2021 - Through June 2021

General Fund Revenues

Revenue Category	Budget	Current Year to Date	% of Budget
TAXES	8,527,810	8,496,089	100%
MOTOR VEH. LICENSE FEE	3,151,359	3,172,544	101%
MEASURE X SALES TAX	2,360,000	2,340,950	99%
SALES TAX	1,588,000	1,489,301	94%
PROPERTY TAXES	975,000	974,358	100%
FRANCHISE TAX	350,000	376,537	108%
OCCUPANCY TAX	74,451	110,433	148%
PROPERTY TRANSFER TAX	29,000	31,966	110%
LICENSE AND PERMITS	78,400	29,127	37%
BUSINESS LICENSE	75,000	28,117	37%
ANIMAL LICENSE	3,400	1,010	30%
FINES INTEREST RENTALS	80,610	172,735	214%
GRANTS/INTERGOVERNMENTAL	12,968,600	1,464,966	11%
CHARGES FOR SERVICES	537,600	704,141	131%
OTHER REVENUES	50,500	456,239	903%
Grand Total	22,243,520	11,323,297	51%



City of Wasco Interim Financial Statements

Fiscal Year 2020-2021 - Through June 2021

Expenditures by Fund

Fund	Budget	Current Year to Date	% of Budget
GENERAL	28,055,303	10,773,751	38%
GENERAL GOVERNMENT	12,802,185	2,222,131	17%
PUBLIC SAFETY	4,840,600	4,551,951	94%
PUBLIC WORKS	7,820,333	2,141,965	27%
COMMUNITY DEVELOPMENT	1,400,230	969,643	69%
INTERNAL SERVICE	1,191,955	888,062	75%
ENTERPRISE	15,211,823	8,354,164	55%
WASTEWATER	3,536,943	2,395,722	68%
WATER	7,294,135	3,651,249	50%
SANITATION	3,201,995	2,029,105	63%
CNG STATION	606,400	38,523	6%
TRANSIT	572,350	239,566	42%
SPECIAL REVENUE	149,630	176,837	118%
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT	116,630	112,766	97%
SEWER LIFT STATION	10,000	5,390	54%
COMMUNITY FACILITIES DISTRICT		217	0%
TRAFFIC SAFETY	23,000	15,680	68%
TRAFFIC IMPACT		24,168	0%
CDBG		7,486	0%
CALHOME		3,458	0%
HOME		7,672	0%
OTHER	20,000	13,255	66%
WASCO PUBLIC FINANCING AUTHORITY	20,000	13,255	66%
Grand Total	43,436,756	19,318,007	44%



City of Wasco Interim Financial Statements

Fiscal Year 2020-2021 - Through June 2021

Revenues by Fund

Fund	Budget	Current Year to Date	% of Budget
GENERAL	22,243,520	11,323,297	51%
COMMUNITY DEVELOPMENT	259,700	334,677	129%
GENERAL GOVERNMENT	19,263,520	9,457,680	49%
INTERNAL SERVICE	60,000	305	1%
PUBLIC SAFETY	131,000	149,988	114%
PUBLIC WORKS	2,529,300	1,380,647	55%
ENTERPRISE	10,225,991	8,931,317	87%
CNG STATION	330,000	73,572	22%
SANITATION	3,235,308	3,076,912	95%
TRANSIT	595,683	2,517	0%
WASTEWATER	2,525,000	2,564,264	102%
WATER	3,540,000	3,214,053	91%
SPECIAL REVENUE	1,505,234	1,875,354	125%
BEGIN	-	68	0%
CALHOME	5,000	75,863	1517%
CDBG	6,000	46,428	774%
COMMUNITY FACILITIES DISTRICT	45,000	82,291	183%
COPS	-	156,727	0%
GAS TAX	923,424	1,125,603	122%
HOME	-	78,977	0%
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT	158,810	175,663	111%
SEWER LIFT STATION	10,000	12,517	125%
TRAFFIC IMPACT	87,000	108,506	125%
TRAFFIC SAFETY	20,000	12,712	64%
TRANSPORTATION DEVELOPMENT ACT	250,000	-	0%
Grand Total	33,974,745	22,129,969	65%



City of Wasco Interim Financial Statements Fiscal Year 2020-2021 - Through June 2021

Capital Improvement Program (CIP) Summary

CIP Project	Budget	Current Year to Date	% of Budget
CITY COUNCIL	175,000	193,340	110%
UPGRADE CITY COUNCIL CHAMBERS	175,000	193,340	110%
FINANCE/ACCOUNTING	70,000	82,538	118%
ANNEX BUILDING ROOF UPGRADES	70,000	82,538	118%
NON-DEPARTMENTAL		64,638	0%
COVID-19 EMERGENCY RESPONSE		64,638	0%
ANIMAL SERVICES	800,000	43,434	5%
NEW ANIMAL SHELTER	800,000	43,434	5%
SALES TAX-MEASURE X	350,000		0%
PARK IMPROVEMENTS	350,000		0%
FORMER LABOR HOUSING	9,475,000	166,262	2%
FORMER FARM LABOR HOUSING DEMO	9,300,000	51,747	1%
FORMER LABOR HOUSING FENCING	175,000	114,515	65%
CARES ACT	934,000	288,268	31%
COVID-19 EMERGENCY RESPONSE	934,000	288,268	31%
STREETS	4,861,818	636,065	13%
ATP PALM BIKE & PED IMPROVE		8,667	0%
BIRCH AVE STORM DRAIN IMPROVEMENTS	75,000	71,192	95%
BIRCH AVENUE & 3RD STREET REHAB	550,000	13,862	3%
CENTRAL AND FILBURN CONNECTION	600,000	450	0%
CITYWIDE PAVEMENT PRESERVATION	250,000		0%
HSIP SIGN AND TRAFFIC MARKINGS	115,000		0%
PALM AVENUE REHAB	924,000	1,723	0%
PALM AVENUE SHOULDER PAVING	555,000	1,719	0%
PEDESTRIAN SAFETY IMPROVEMENTS	500,563	41,090	8%
RSTP 7TH STREET- MAGNOLIA TO WWTP	870,000	422,027	49%
SIDEWALK REHAB & ADA RAMPS PROGRAM	150,000	53,080	35%
SINGLE PORT CHARGING STATIONS	22,255	22,255	100%
STREET LIGHTING PROGRAM	250,000		0%



City of Wasco Interim Financial Statements Fiscal Year 2020-2021 - Through June 2021

Capital Improvement Program (CIP) Summary

CIP Project	Budget	Current Year to Date	% of Budget
SHOP MAINTENANCE	121,000	10,981	9%
APCD VEHICLES	110,000		0%
FLEET LIFT	11,000	10,981	100%
INFORMATION TECHNOLOGY	71,000		0%
MUNIS UPGRADE	71,000		0%
WASTEWATER	1,230,333	999,187	81%
AG WELL UPGRADE	518,000	389,079	75%
NEW GROUNDWATER MONITORING WELLS	100,000	90,645	91%
NEW UTILITY VEHICLES	37,333	37,465	100%
NEW VACUUM TRUCK	450,000	427,184	95%
UPGRADE PLC & RELATED EQUIPMENT	95,000	25,056	26%
WASTEWATER FORKLIFT	30,000	29,759	99%
WATER	4,755,000	1,616,000	34%
TCP WELL TREATMENT FACILITY		2,586	0%
WATER STORAGE TANK INSTALL	80,000		0%
WELL 10 REPLACEMENT	100,000	39,862	40%
WELL 11 REPLACEMENT	575,000		0%
WELL 12 TCP TREATMENT	475,000	1,391	0%
WELL 14 DEVELOPMENT	2,300,000	1,044,344	45%
WELL 5 ABANDONMENT	50,000		0%
WELL 7 REPLACEMENT	575,000		0%
WELL 8 REPLACEMENT	600,000	527,817	88%
SANITATION	775,000	48,963	6%
REPLACE SANITATION TRUCKS	725,000		0%
RF-TRUCK18 NEW ENGINE & SUSPENSION	50,000	48,963	98%
CNG STATION	504,000		0%
NEW CNG STATION	504,000		0%
TRANSPORTATION	182,000		0%
DAR LEVEL III DC FAST CHARGERS	182,000		0%
Grand Total	24,304,151	4,149,676	17%



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 3, 2021

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 per trip for the Finance Director to the Municipal Finance Institute Conference on September 22 - 24, 2021 in Sacramento.

Recommendation:

Staff recommends the City Council approve travel expenses.

Discussion:

This request is for approval for the Finance Director to attend the League of California Cities 2021 Municipal Finance Institute to be held at Sacramento, CA on September 22 -24, 2021.

This training is designed for municipal finance officers and includes topics of current interest including information on the economy and city revenues, the impact on cities as a result of the State's budget, cash flow and credit issues, and tools for the future of municipal finance. The agenda and registration form for the Municipal Finance Institute is attached.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006- 2327 limiting expenses to \$500.00 per trip.

As a result, the City Council must approve the travel request for Mr. Perez-Hernandez as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated the cost of the Municipal Finance Institute will not exceed \$1,500 total. The cost of this training is within budget.

Attachments:

1. Brochure



SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

Register Now (https://www.eventsquid.com/contestant-reg.cfm?event_id=13599)



Cal Cities is thrilled to announce that registration is now open for our 2021 Annual Conference and Expo! We can't wait to see our city officials in person after 18 months of virtual meetings and events. The programming for this year's annual conference will feature a variety of exciting speakers and timely presentations on key topics for local leaders, plus numerous networking opportunities. The always popular Expo floor will be back this year, filled with new and familiar faces, and brimming with opportunities to engage with companies and organizations that provide services to cities.



special webpage outlining these procedures and other important health and safety information for attendees will be available in plenty of time to prepare for the conference.

[Check out the Speaker Center \(/home/education-and-events/Annual-Conference-and-expo/speaker-center#SpeakerCenter\)](/home/education-and-events/Annual-Conference-and-expo/speaker-center#SpeakerCenter)

[Become an Exhibitor \(/expos#0\)](/expos#0)

Conference Attendees

Schedule ↓

Program at a Glance

As of June 14, 2021 (subject to change)

Wednesday, Sept. 22

8:00 a.m.-6:00 p.m.	Registration Open/Voting Delegates Booth Open
8:30 a.m.-1:00 p.m.	City Clerks Workshop (additional registration required)
10:00 a.m.-12:00 p.m.	AB 1234 Ethics Training
11:30 a.m.-1:15 p.m.	Regional Division Lunches*
12:45-1:15 p.m.	First Time Attendee Orientation
1:30-3:30 p.m.	Opening General Session
3:45-5:00 p.m.	Concurrent Sessions
5:00-7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00-10:00 p.m.	CitiPAC Leadership Reception Hosted by Willdan

Thursday, Sept. 23



10:00 a.m.-12:00 p.m.	General Session
11:45 a.m.-1:15 p.m.	Attendee Lunch in Expo Hall
1:00-2:15 p.m.	General Resolutions Committee
1:00-5:30 p.m.	Concurrent Sessions
Evening	Regional Division* and Caucus Events

Friday, Sept. 24

7:30 a.m.-12:00 p.m.	Registration Open
7:30-9:00 a.m.	Regional Division Breakfasts*
8:00 a.m.-12:15 p.m.	Concurrent Sessions
8:45-10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30-2:30 p.m.	Closing Luncheon & General Assembly

***Check with your Regional Public Affairs Manager for specific day/time**

Hotel and Travel ↓

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2021 Annual Conference and Expo. The discounted hotel rate cut-off is **Tuesday, August 31**. Hotels are subject to sell out prior to the deadline — reserve early!

Predatory Housing Warning

Beware of unauthorized housing and hotel reservation services that may solicit your business. All legitimate communications regarding housing will come directly from the League of California Cities. If you receive a suspicious email or phone call asking to book your hotel room for the conference, please let us know immediately.

STEP ONE: Register for the Conference

STEP TWO: Book hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.



Sheraton Grand Sacramento

[https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-](https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D)

[54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D](https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D)) 1230 J Street

\$200.00 single/double*

The Citizen Hotel

<https://www.thecitizenhotel.com/>) 926 J Street

\$204.00 single/double*

Holiday Inn Sacramento Downtown

https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm_mmc=GoogleMaps_-_HI_-_US_-_SACCP) 300 J Street

\$198.00 single/double*

Best Western Plus Sutter House

<https://www.thesutterhouse.com/>) 1100 H Street

\$180.00 single/double - Phone reservations only. Please ask for the League of California Cities room block.*

Doubletree By Hilton Hotel Sacramento

https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D)

2001 Point West Way

\$174.00 single/double*

Hilton Sacramento Arden West

https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-SMFHIHF&y_source=1_MTIyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D)

2200 Harvard Street

\$174.00 single/double*

*Plus occupancy taxes and fees.



Tuesday, August 31, must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgement number to access your reservation and make any necessary changes. Once the August 31 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that after the housing deadline has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

PLEASE NOTE: The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name and dates/length of stay in the hotel.

CAUTION! You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.

Parking and Public Transportation

The convention center is conveniently located in the heart of the city and is within walking distance of the State Capital, hotels, dining, landmarks, and attractions. Public transportation is easily accessible and includes the Sacramento Regional Transit (RT), ZipCar, and Amtrak.

Self-parking and valet are available at most hotels. Parking for the convention center is available at the city-owned Memorial Garage on 14th street between H and I Streets. In addition, several privately owned parking garages are also within walking distance of the convention center. (Parking rates vary by location and are subject to change without notice).

Registration ↓

Full Registration Includes:

- Admission to Expo and education sessions (unless otherwise indicated)



- Electronic access to all program materials

Online Registration (credit card) - **Register Now** (<https://www.eventsquid.com/register/13599>)

Mail-in Registration (pay by check) - contact **Megan Dunn** (<mailto:mdunn@calcities.org>) to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early bird (through July 16)	After July 16 and onsite
City Delegate		
Member City	\$ 550	\$ 600
Nonmember City	\$ 1550	\$ 1600
Public Official		
State/County/Public Official	\$ 625	\$ 675
Partner/Exhibitor		
Company Representative	\$ 625	\$ 675
All Others	\$ 825	\$ 875

Optional Registration Add-ons (non-refundable)

City Clerks Workshop (includes lunch) - \$150 member cities, \$300 non-member cities

Guest Registration - \$125



reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Questions or special needs? Contact conference registrar [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>) before Wednesday, August 25.

One-Day Registration

Early bird rates are not available for one-day registration

City Delegate

Member City	\$ 325
Nonmember City	\$ 1325

Public Official

State/County/Public Official	\$ 375
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Partner/Exhibitor

Company Representative	\$ 375
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All Others	\$ 575
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Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>), and received on or before **September 15**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.



General Information ↓

Conference Location

The 2021 Annual Conference will be held at the SAFE Credit Union Convention Center, located at 1400 J Street in Sacramento. All sessions will be held at the convention center unless otherwise noted.

Brown Act and Cal Cities Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Helen Putnam Award for Excellence

This program, supported by the League Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays by cities that won the 2021 prestigious award and learn what your city can adapt from their success. Displays can be found in the League Partner Village in the Expo Hall.

Institute for Local Government

The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities, and public service ethics. Please visit www.ca-ilg.org (<http://www.ca-ilg.org/>) to learn more.

Mayors and Council Members Leadership Academy Torch Program

The MCMLA torch program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials



Session Materials

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference. You can download or print session materials in advance or after the conference for additional resources.

Educational Sessions ↓

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools, and best practices. Connecting professional experience and collective understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources.

First Time Attendees

A special presentation to welcome first-time attendees is scheduled for Wednesday at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

Minimum Continuing Legal Education (MCLE) Credits Available

With support and leadership from the City Attorneys Department, a limited number of sessions will provide Minimum Continuing Legal Education (MCLE) presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts and Civil Rights, Labor and Employment, and Land Use and CEQA. Additional timely municipal law topics will be covered, including one hour of MCLE specialty credit. Sessions providing MCLE credit will be noted in the conference program. All conference participants are welcome to attend sessions that offer MCLE credit.

Finance Directors with CPAs can Earn Continuing Professional Education (CPE) Credits

With support and leadership from the Municipal Finance Officers Department, a limited number of sessions are eligible to earn CPEs for those with a California Board of Accountancy (CBA)



State Mandated Training

Training to meet state requirements on specific ethics laws and principles and workplace harassment, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 training) will be available Friday morning during the concurrent sessions.

League Partner Sessions

Sessions planned by our League Partners will be scheduled during regular conference times and be designated with special signage and a note in the program. This is an excellent opportunity for Cal Cities members to get to know our Partners in a new way.

City Clerks Workshop

The annual City Clerks Workshop is scheduled on Wednesday morning at 8:30 a.m. as a pre-conference workshop. The workshop begins with a 30-minute department business meeting followed by a four-hour workshop. CMC/MMC Advanced Education Point accreditation will be available. (Additional registration is required to attend the workshop).

Networking Opportunities ↓

Host City Reception

The City of Sacramento welcomes delegates to the League of California Cities Annual Conference and Expo. Please join us at the opening night host reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5–7 p.m. on Wednesday in the Expo Hall.

Caucuses

The Board of Directors has recognized five diversity groups: African American Caucus; Asian Pacific Islander Caucus; Lesbian Gay Bisexual Transgender Queer Caucus (LGBTQ); Latino Caucus; and Women's Caucus. [Sign up \(/home/get-involved/caucuses\)](/home/get-involved/caucuses) to join one or more of the



Regional Divisions

Regional Divisions function as Cal Cities' grassroots advocacy teams. Divisions are staffed locally by public affairs managers to support Cal Cities' goals. Contact your regional public affairs manager for more information about division networking events during the conference. (Additional registration may be required for Regional Division activities).

CitiPAC Leadership Reception

CitiPAC will present its Leadership Reception on the evening of Wednesday, September 22. Join conference attendees for this wonderful event in support of CitiPAC featuring food, beverages, and entertainment.

Organization Meetings ↓

Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming Cal Cities policy and programs. Discover what your colleagues are working on with Cal Cities by attending the department business meetings scheduled throughout the conference.

General Resolutions Committee

Policy developments is a key part of the Cal Cities legislative process and Cal Cities' annual conference resolutions process is one way that city officials can directly participate in the development of Cal Cities policy. The deadline to submit resolutions is July 24. Visit the [Policy and Resolutions page \(/home/action-agenda/policy-and-resolutions\)](/home/action-agenda/policy-and-resolutions) for more information.

Sessions and speakers are subject to change.



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 03, 2021

SUBJECT: Adopt a Resolution authorizing the City Manager to enter into an Agreement with William C. Statler for financial management services.

Recommendation:

Staff recommends adopting a Resolution authorizing the City Manager to enter into an Agreement with William C. Statler for financial management services.

Background:

The City Council adopted Resolution NO. 2020-3557 authorizing the City Manager to enter into a professional services agreement with William C. Statler for financial consulting services.

The work program that Mr. Statler focused on consisted of six specific tasks organized into two phases:

Phase A: Financial Planning

1. Five-year General Fund financial plan
2. Short-range Water Fund financial plan

Phase B: Other Financial Management Services

3. Interfund transfer assessment
4. Budget and fiscal policy review and development
5. 2020-21 mid-year budget review and 2021-22 budget review
6. Other financial management advice and services as needed

Mr. Statler is especially knowledgeable in several areas of the City of Wasco such as:

1. City's financial operations,
2. Having recently provided assistance to the City in evaluating the Finance organization
3. Assisted in the 2020-21 mid-year budget review
4. Developed budget and fiscal policies
5. Prepared long-term fiscal forecasts for the General Fund and Water Fund

6. Assisted the 2021-22 Preliminary Budget and Capital Improvement Program
7. Lastly, he assisted in other areas such as the Appropriations Limit, refuse rate review, interfund transfer analysis, development impact "AB 1600" annual reporting and audit firm selection.

Discussion:

The City wants to contract with a highly-qualified consultant to assist the Finance Department with financial management advice and special project assistance, including assistance as needed with:

1. Year-end close;
2. Audit and new auditor transition;
3. Possible preparation of a comprehensive annual financial report;
4. American Rescue Plan Act (ARPA) grant application and reporting;
5. Water, Sewer and Sanitation rate review;
6. AB 1600 reporting;
7. Investment policy review;
8. Other financial management advice and assistance as needed.

Fiscal Impact:

Compensation will be at a rate of \$165 per hour on an as needed basis. Cost will be offset by staffing vacancy in fiscal year 2021-2022.

Attachments:

1. Resolution
2. Agreement
3. Proposal

RESOLUTION NO. 2021 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
WILLIAM C. STATLER**

WHEREAS, City wishes to hire Consultant to be available to provide financial planning services, other financial management advice, and special project assistance as requested by City from time to time in City's sole and absolute discretion, including, without limitation, assistance with year-end close, audit and auditor transition, possible preparation of a comprehensive annual financial report, American Rescue Plan Act (ARPA) grant application and reporting, water and sanitation rates review, AB 1600 reporting, staff training, investment policy review and other financial management advice and assistance as needed (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Consultant is agreeable thereto; and

WHEREAS, the term of this Agreement, Consultant shall serve at the pleasure of the City Manager or his designee. Consultant shall perform those Services as determined by and as requested by the City Manager or his designee by written communication or email directed to Consultant and within the time frames and the terms and conditions described therein; and

WHEREAS, the City's Finance Department has experienced staff turnover in key positions over the past 10 years; and

WHEREAS, the City needs to prepare a long-term financial plan for the Water Fund that includes a comprehensive CIP master plan, which is likely to be the most significant factor driving future revenue requirements and rates. The City's most recent master plan for water improvements was prepared in 2007; and

WHEREAS, the City wishes to enter into Professional Services Agreement for financial management services with William C. Statler; and

WHEREAS, the services to be provided are described in the Agreement attached as Exhibit "A"; and

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

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

SECTION 1: Authorizes the City Manager to enter into an agreement with William C. Statler as shown in Exhibit "A."

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 August 3, 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

William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

July 23, 2021



Proposal to the City of Wasco FINANCIAL MANAGEMENT SERVICES

This proposal is in response to the City of Wasco's interest in contracting with a highly-qualified consultant to provide the Finance Department with financial management advice and special project assistance. The following presents the proposed scope of services, compensation and my qualifications for providing these services.

❶ SCOPE OF SERVICES

The scope of services in providing financial management advice and special project assistance includes assistance with:

- Fiscal year-end close.
- Audit and auditor transition.
- Possible preparation of an annual comprehensive financial report (ACFR).
- American Rescue Plan Act (ARPA) grant application and reporting.
- Water, wastewater and sanitation rate reviews.
- User and regulatory fee studies and implementation.
- AB 1600 reporting.
- Staff training.
- Investment policy review.
- Other financial management advice and special project assistance as needed.

Project Management

Independent Contractor. While I will work in close consultation with City staff, I will serve as an independent contractor.

City Project Manager. Isarel Perez-Hernandez, Finance Director, will serve as the City's project manager for this work.

❷ PROPOSED COST

Due to the indeterminate nature of the work, “on-call” services will be compensated on a time and materials basis at the rate of \$165.00 per hour. It is expected that work will be performed largely via email and tele/video conferencing. However, if on-site visits are required, travel time will be billed at 50% of this rate: \$82.50 per hour. This fee will remain valid for two years.

Reasonable expenses for travel, lodging and meals will be reimbursed on an actual cost basis.

Progress Billings. Consultant will submit invoices monthly to the Finance Director based on work to-date that includes a description of services provided.

Deliverables. All written materials will be provided to the City in electronic form via email in Excel, Word, Adobe Acrobat or PowerPoint as appropriate. Any “hard-copy” reproduction will be at the City’s expense.

❸ QUALIFICATIONS

As set forth in the following Qualifications Summary, I have extensive experience in strategic planning, organizational review and policy analysis, as well as in a broad range of financial management practices that have received state and national recognition for excellence in financial planning and reporting.

My work ranges from San Luis Obispo (the city that Oprah Winfrey calls the “Happiest City in America”) to volunteer service helping the troubled City of Bell reform their government.

My senior management experience includes serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for ten years before that. Since retiring from local government in 2010, the “third act” of my career includes over 60 consulting assignments for a wide range of local and state government agencies.

My experience also includes playing key leadership roles in the profession, which included serving as a member of the Board of Directors of the League of California Cities, President of the League’s Fiscal Officer Department and President of the California Society of Municipal Finance Officers (CSMFO); and setting accounting and financial reporting standards as a member of the California Committee on Municipal Accounting.

I have also published extensively on municipal finance best practices, including co-authoring the *Guide to Local Government Finance in California*, which has gained wide recognition as the industry standard on this topic; and provided highly-rated training for a number of professional organizations.

As detailed in the Qualifications Summary, my consulting work has included:

- Strategic planning and long-term financial plans.
- Organizational analysis and policy advice, including organization reviews, reserve policies, benchmarking, financial condition assessments and operational reviews.
- Interim finance director for the City of Monterey, San Diego County Water Authority and City of Capitola.
- Revenue option analyses; cost allocation plans; and water, sewer and solid waste rate studies.

In each case, I believe the contracting agencies were delighted with the high-quality results they received at a very reasonable cost. (References from the senior managers of these agencies are available upon request.)

Specific Knowledge About the City's Financial Operations. Along with my extensive experience in a broad range of financial management operations as a senior manager, consultant, trainer and author, I am especially well-qualified to assist with this scope of services based on my recent work for the City, which includes:

- Evaluating the Finance Department organization, policies and practices.
- Assistance in preparing the 2020-21 mid-year budget review.
- Developing budget and fiscal policies.
- Assistance with preparing the 2021-22 Preliminary Budget and Capital Improvement Program.
- Preparing long-term fiscal forecasts for the General Fund and Water Fund.
- Assistance in other areas such as the Appropriations Limit, refuse rate review, interfund transfer analysis, development impact "AB 1600" annual reporting requirements and audit firm selection.

SUMMARY

I am looking forward to this opportunity to continue serving the City of Wasco. Please contact me if you have any questions concerning this proposal.

Sincerely,



William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

.....

Qualifications Summary

SENIOR MANAGEMENT EXPERIENCE

Bill Statler has over 30 years of years of senior management experience, which included serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that.

Under his leadership, the City of San Luis Obispo received national recognition for its financial planning and reporting systems, including:

- Award for Distinguished Budget Presentation from the Government Finance Officers Association of the United States and Canada (GFOA), with special recognition as an outstanding policy document, financial plan and communications device. San Luis Obispo is one of only a handful of cities in the nation to receive this special recognition.
- Awards for excellence in budgeting from the California Society of Municipal Finance Officers (CSMFO) in all four of its award budget categories: innovation, public communications, operating budgeting and capital budgeting. Again, San Luis Obispo is among a handful of cities in the State to earn recognition in all four of these categories.
- Awards for excellence in financial reporting from both the GFOA and CSMFO for the City's comprehensive annual financial reports.
- Recognition of the City's financial management policies as "best practices" by the GFOA and the National Advisory Council on State and Local Budgeting.

The financial strategies, policies and programs he developed and implemented resulted in strengthened community services and an aggressive program of infrastructure and facility improvements, while at the same time preserving the City's long-term fiscal health.

CONSULTING AND INTERIM ASSIGNMENTS

Long-Term Financial Plans

- City of Wasco: General Fund and Water Fund
- City of Salinas
- City of Camarillo
- City of Carpinteria
- City of Rialto
- City of Grover Beach
- City of Pismo Beach
- City of Twentynine Palms

- City of Bell
- Bear Valley Community Services District

Strategic Planning and Council Goal-Setting

In collaboration with HSM Team

- City of Monrovia
- City of Sanger
- City of Pismo Beach
- City of Willits
- City of Bell (Pro Bono)

Organizational Analysis and Policy Advice

- Finance Department Organization, Policies and Practices Review: City of Wasco
- Organizational Review (Community Development, Public Works and Parks & Recreation): City of Monterey
- Finance Organizational Review: Ventura Regional Sanitation District
- Finance Division Organizational Review: Sacramento Metropolitan Fire District
- Finance Department Organizational Review: City of Ceres (in collaboration with national consulting firm)
- Organizational Assessment: City of Willits (in collaboration with the HSM Team)
- Financial Management Advice: City of Wasco
- Financial Practices Review: City of Monterey
- Financial Management Advice During Finance Director Transition: City of Monterey
- Using Benchmarks to Measure Performance and Assess Fiscal Accountability: City of Capitola
- Financial Management Improvements: City of Capitola
- Financial Management Transition Team and Policy Advice: City of Bell (Pro Bono)
- General Fund Reserve Policy: Town of Los Gatos
- General Fund Reserve Policy: City of Pacific Grove
- General Fund Reserve Policy: City of Lompoc
- General Fund Reserve Policy: City of Twentynine Palms
- General Fund Reserve Policy: City of Willits
- Budget and Fiscal Policies (including reserves): City of Wasco
- Budget and Fiscal Policies (including reserves): City of Shafter
- Budget and Fiscal Policies (including reserves): City of Bell (Pro Bono)
- Budget and Fiscal Policies: City of Santa Fe Springs
- General Fund and Other Funds Reserve Policy: State Bar of California
- Preparation for Possible Revenue Ballot Measure: City of Monterey
- Fund Accounting Review: State Bar of California
- Construction Project Contracting Review: Central Contra Costa Sanitary District

- Focused Financial Review: City of Watsonville
- Financial Assessment: City of Guadalupe
- Financial Condition Assessment: City of Grover Beach

Interim Finance Director

- City of Monterey
- San Diego County Water Authority
- City of Capitola

Other Financial Management Services

- Budget Preparation Advisor: City of Wasco
- Budget Preparation Advisor: City of Shafter
- Budget Document and Process Review: City of Madera
- Interfund Transfer Review: City of Wasco
- Revenue Options Study: Santa Clara Valley Water District
- Revenue Options Study: City of Greenfield
- Revenue Options Study: City of Pismo Beach
- Cost Allocation Plan: City of Greenfield
- Cost Allocation Plan: City of Guadalupe
- Cost Allocation Plan: City of Port Hueneme
- Cost Allocation Plan: City of Grover Beach
- Cost Allocation Plan Review: State Bar of California
- Cost Allocation Plan Review: City of Ukiah
- Disciplinary Proceedings Cost Recovery Review: State Bar of California
- Water and Sewer Rate Reviews: Avila Beach Community Services District (CSD)
- Water and Sewer Rate Reviews: City of Grover Beach
- Solid Waste Rate Review: Cambria CSD and Cayucos Sanitary District
- Solid Waste Rate Review: County of San Luis Obispo, Los Osos and North County Areas
- Solid Waste Rate Review: Cities of Arroyo Grande, Grover Beach, Pismo Beach and Avila, Nipomo and Oceano Community Services Districts

PROFESSIONAL LEADERSHIP

- Member, Board of Directors, League of California Cities (League): 2008 to 2010
- Member, California Committee on Municipal Accounting: 2007 to 2010
- Member, GFOA Budget and Fiscal Policy Committee: 2005 to 2009
- President, League Fiscal Officers Department: 2002 and 2003
- President, CSMFO: 2001-02
- Member, Board of Directors, CSMFO: 1997 to 2001
- Chair, CSMFO Task Force on "GASB 34" Implementation
- Fiscal Officers Representative on League Policy Committees: Community Services, Administrative Services and Environmental Quality: 1992 to 1998

- Chair, Vice-Chair and Senior Advisor for CSMFO Committees: Technology, Debt, Career Development, Professional and Technical Standards and Annual Seminar Committees: 1995 to 2010
- Member, League Proposition 218 Implementation Guide Task Force
- Chair, CSMFO Central Coast Chapter: 1994 to 1996

TRAINER

- League of California Cities
- Institute for Local Government
- California Debt and Investment Advisory Commission
- Government Finance Officers Association of the United States and Canada
- California Society of Municipal Finance Officers
- Municipal Management Assistants of Southern California and Northern California
- National Federation of Municipal Analysts
- Probation Business Manager's Association
- Humboldt County
- California Association of Local Agency Formation Commissions
- American Planning Association

Topics included:

- | | |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| • Long-Term Financial Planning | • Debt Management |
| • The Power of Fiscal Policies | • Transparency in Financial Management: Meaningful Community Engagement in the Budget Process |
| • Financial Analysis and Reporting | • Financial Management for Non-Financial Managers |
| • Fiscal Health Contingency Planning | • Preparing for Successful Revenue Ballot Measures |
| • Effective Project Management | • Integrating Goal-Setting and the Budget Process |
| • Providing Great Customer Service in Internal Service Organizations: The Strategic Edge | • Multi-Year Budgeting |
| • Strategies for Downsizing Finance Departments in Tough Fiscal Times | • Top-Ten Skills for Finance Officers |
| • Telling Your Fiscal Story: Tips on Making Effective Presentations | • Financial Management for Elected Officials |
| • What Happened in the City of Bell and What We Can Learn from It | • Strategies for Strengthening Organizational Effectiveness |
| • 12-Step Program for Recovery from Fiscal Distress | • Budgeting for Success Among Uncertainty: Preparing for the Next Downturn |
| • Taking a Policy-Based Approach to Fee-Setting | • Fiscalization of Land Use |
| • Top Challenges Facing Local Government Finance Officers | |

PUBLICATIONS

- *Guide to Local Government Finance in California*, Solano Press, Second Edition, 2017 (Co-Author)
- *Setting Reserve Policies – and Living Within Them*, CSMFO Magazine, May 2017
- *Presenting the Budget to Your Constituents*, CSMFO Magazine, July 2016
- *Planning for Fiscal Recovery*, Government Finance Review, February 2014
- *Managing Debt Capacity: Taking a Policy-Based Approach to Protecting Long-Term Fiscal Health*, Government Finance Review, August 2011
- *Fees in a Post-Proposition 218 World*, League of California Cities, City Attorney's Department Spring Conference, May 2010
- *Municipal Fiscal Health Contingency Planning*, Western City Magazine, November 2009
- *California Municipal Revenue Sources Handbook*, League of California Cities, 2019 (Contributor: Chapter 8, "Cost Recovery")
- *Understanding the Basics of County and City Revenue*, Institute for Local Government, 2008 (Contributor)
- *Financial Management for Elected Officials*, Institute for Local Government, 2010 (Contributor)
- *Building a Healthy Financial Foundation Through Revenue Diversification*, Institute for Local Government, 2006 (Contributor)
- *Getting the Most Out of Your City's Current Revenues: Sound Fiscal Policies Ensure Higher Cost Recovery for Cities*, Western City Magazine, November 2003
- *Local Government Revenue Diversification, Fiscal Balance/Fiscal Share and Sustainability*, Institute for Local Government, November 2002 (Co-Author)
- *Why Is GASB 34 Such a Big Deal?* Western City Magazine, November 2000
- *Understanding Sales Tax Issues*, Western Cities Magazine, June 1997
- *Proposition 218 Implementation Guide*, League of California Cities, 1997 (Contributor)

HONORS AND AWARDS

- Cal-ICMA Ethical Hero Award (for service to the City of Bell)
- CSMFO Distinguished Service Award for Dedicated Service and Outstanding Contribution to the Municipal Finance Profession

- National Advisory Council on State and Local Government Budgeting: Recommended Best Practice (Fiscal Policies: User Fee Cost Recovery)
 - GFOA Award for Distinguished Budget Presentation: Special Recognition as an Outstanding Policy Document, Financial Plan and Communications Device
 - CSMFO Awards for Excellence in Operating Budget, Capital Improvement Plan, Budget Communication and Innovation in Budgeting
 - GFOA Award of Achievement for Excellence in Financial Reporting
 - CSMFO Certificate of Award for Outstanding Financial Reporting
 - National Management Association Silver Knight Award for Excellence in Leadership and Management
 - American Institute of Planners Award for Innovation in Planning
 - Graduated with Honors, University of California, Santa Barbara
-

Visit my web site for additional information at www.bstatler.com



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 3, 2021

SUBJECT: Adopt a Resolution to Authorize the City Manager to enter into an Agreement for services between the City of Wasco and the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2021; and any related documents necessary to complete the Agreement.

Recommendation:

Staff recommends the City Council Adopt a resolution authorizing the City Manager to enter into a Service Agreement between the City of Wasco and the Office of the State Controller, Division of Audits to prepare the annual street report for the Fiscal Year ended June 30, 2021; and any related documents necessary to complete this Agreement.

Discussion:

The City of Wasco must file an Annual Street Report at the end of each fiscal year. The California State Controller will assist in preparing this report on a cost-recovery basis not to exceed \$2,500. There is a significant advantage in having the assistance of the State of California in preparing the report. The assistance provided by the State Controller's office is very valuable in creating an accurate and timely report. If the State of California is involved in preparing the report, the more likely it is that the report will be accepted without further inquiry or audit. The cost of this report will be funded from the Gas Tax Revenues as allowed by the State.

Fiscal Impact:

None; the cost will be charged to the Gas Tax Fund.

Discussion:

Staff is recommending the approval of this resolution because the assistance provided by the State Controllers office is very valuable in creating an accurate and timely report. It should also be noted that the closer we work with the State Controllers office in preparing this report more likely it is that the report will be accepted without further inquiry or audit because the state will have already been involved in compiling the numbers. The cost of this report will be funded from the Gas Tax Revenues as allowed by the State.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 2021 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF THE STATE CONTROLLER,
DIVISION OF AUDITS**

WHEREAS, the City wishes to enter into an agreement with the Office of the State Controller, Division of Audits; and

WHEREAS, the Office of the State Controller, Division of Audits will provide services to prepare the annual street report for the Fiscal Year ended June 30, 2021; 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, the Office of the State Controller, Division of Audits, and the City each acknowledge that each party have reviewed the agreement attached hereto as Exhibit A; and

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

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 the Office of the State Controller, Division of Audits.

-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 August 3, 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



BETTY T. YEE
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL STREET REPORT**

This contract is executed in duplicate, between the State Controller's Office (SCO), Division of Audits and the City of Wasco.

Whereas Section 2151 of the California *Streets and Highways Code* requires cities to file with the SCO on or before December 1 of each year, an Annual Street Report; and

Whereas the SCO is able to furnish and the city wishes to receive the services of the SCO to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2021, the SCO shall assist in the preparation of the city's report, a non-audit service.
- II. The report shall be in the form prescribed by the SCO.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the SCO.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein.
- V. The city understands that the report is subject to subsequent review by the SCO and exceptions may be taken at the time regarding the legality of expenditures contained in the report, the accuracy of the records from which the report was prepared, or the accuracy of the report.
- VI. The SCO will furnish sufficient personnel to complete the report on or before December 1, 2021, except that the SCO is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the SCO and the city, or if circumstances beyond the control of the parties prevent completion.
- VII. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VIII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- IX. The city will make any decision that involves management functions related to the non-audit service and accept full responsibility for such decisions.
- X. The city will evaluate the adequacy of the services performed and review the completed report for accuracy.
- XI. The SCO will furnish one copy of the completed report to the city.
- XII. This contract is subject to the SCO's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XIII. Except as provided in paragraph XIV, the aggregate cost of services provided under this agreement shall not exceed \$2500.
- XIV. If unforeseen circumstances develop during the course of the SCO's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the SCO is to be compensated for any additional time required. In any case, the SCO shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XV. The city will pay the SCO for services rendered in a timely manner (including additional time pursuant to paragraph XIV) and hereby warrants that funds are available from which payment may be made.
- XVI. Either party may terminate this contract by giving seven days written notice. Notice is effective upon receipt. SCO will give notice to the city's contracting officer or authorized representative. Notice to SCO may be served by e-mail at AUDStreetsRoads@sco.ca.gov. During the seven-day period, the SCO may continue with the preparation of the report then in progress.

City of Wasco

BETTY T. YEE
STATE CONTROLLER

By: _____
Signature

By: _____

Printed Name:
Michael Scott Hurlbert

KIMBERLY TARVIN, CPA
Chief, Division of Audits

Title:
City Manager

Date: _____

Address:
746 8Th Street Wasco, CA 93280

Date: 08/03/2021



BETTY T. YEE
California State Controller

STREETS/ROADS REPORT CONTRACT INFORMATION SHEET

PLEASE PRINT OR TYPE

CITY OR COUNTY NAME: City of Wasco

FINANCE DIRECTOR / AUDITOR-CONTROLLER NAME (Mr. or Ms.):

Isarel Perez-Hernandez

E-MAIL ADDRESS: isperez@cityofwasco.org

PUBLIC WORKS DIRECTOR NAME (Mr. or Ms.):

Biridiana Bishop

E-MAIL ADDRESS: bibishop@cityofwasco.org

ANNUAL STREETS/ROADS REPORT CONTACT PERSON (Mr. or Ms.):

NAME: Isarel Perez-Hernandez

TITLE: Finance Director

E-MAIL ADDRESS: isperez@cityofwasco.org

TELEPHONE NUMBER: 661-758-7234

FAX NUMBER: 661-758-7239

MAILING ADDRESS: 764 E St. Wasco, CA. 93280

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

THE ANNUAL STREETS/ROADS REPORT IS DUE ON **DECEMBER 1**. AN SCO AUDITOR WILL CONTACT THE CITY/COUNTY TO SCHEDULE THE REPORT PREPARATION UPON RECEIPT OF THE SIGNED CONTRACTS.



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: August 3, 2021

SUBJECT: Approval for Travel Expenses Exceeding \$500.00 per participation for Mayor Garcia, Council Member Cortez, Council Member Martinez and City Manager to attend the League of California Cities 2021 Annual Conference on September 22 - 24, 2021 in Sacramento.

Recommendation:

Staff recommends the City Council approve travel expenses

Discussion:

This request is for the approval of the Mayor Garcia, Council Member Cortez, Council Member Martinez and City Manager to attend the League of California Cities 2021 Annual Conference on September 22 – 24, 2021, Sacramento California.

The League of California Cities 2021 Annual conference is design to offer a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrated on innovative, evidence-based, and discussion-provoking trends, tools and best practices. Connecting professional experience and collective understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources. The preliminary conference schedule for the League of California Cities 2021 Annual Training Conference is attached.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327 limiting expenses to \$500.00 per trip.

As a result, the City Council must approve the travel request for the Mayor Garcia, Council Member Cortez, Council Member Martinez and City Manager as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated the cost of the League of California Cities 2021 Annual Training Conference will not exceed \$1,500 per attendee.

Attachments:

1. Brochure



SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

Register Now (https://www.eventsquid.com/contestant-reg.cfm?event_id=13599)



Cal Cities is thrilled to announce that registration is now open for our 2021 Annual Conference and Expo! We can't wait to see our city officials in person after 18 months of virtual meetings and events. The programming for this year's annual conference will feature a variety of exciting speakers and timely presentations on key topics for local leaders, plus numerous networking opportunities. The always popular Expo floor will be back this year, filled with new and familiar faces, and brimming with opportunities to engage with companies and organizations that provide services to cities.



special webpage outlining these procedures and other important health and safety information for attendees will be available in plenty of time to prepare for the conference.

Check out the Speaker Center (/home/education-and-events/Annual-Conference-and-expo/speaker-center#SpeakerCenter)

Become an Exhibitor (/expos#0)

Conference Attendees

Schedule ↓

Program at a Glance

As of June 14, 2021 (subject to change)

Wednesday, Sept. 22

8:00 a.m.-6:00 p.m.	Registration Open/Voting Delegates Booth Open
8:30 a.m.-1:00 p.m.	City Clerks Workshop (additional registration required)
10:00 a.m.-12:00 p.m.	AB 1234 Ethics Training
11:30 a.m.-1:15 p.m.	Regional Division Lunches*
12:45-1:15 p.m.	First Time Attendee Orientation
1:30-3:30 p.m.	Opening General Session
3:45-5:00 p.m.	Concurrent Sessions
5:00-7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00-10:00 p.m.	CitiPAC Leadership Reception Hosted by Willdan

Thursday, Sept. 23



10:00 a.m.-12:00 p.m.	General Session
11:45 a.m.-1:15 p.m.	Attendee Lunch in Expo Hall
1:00-2:15 p.m.	General Resolutions Committee
1:00-5:30 p.m.	Concurrent Sessions
Evening	Regional Division* and Caucus Events

Friday, Sept. 24

7:30 a.m.-12:00 p.m.	Registration Open
7:30-9:00 a.m.	Regional Division Breakfasts*
8:00 a.m.-12:15 p.m.	Concurrent Sessions
8:45-10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30-2:30 p.m.	Closing Luncheon & General Assembly

***Check with your Regional Public Affairs Manager for specific day/time**

Hotel and Travel ↓

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2021 Annual Conference and Expo. The discounted hotel rate cut-off is **Tuesday, August 31**. Hotels are subject to sell out prior to the deadline — reserve early!

Predatory Housing Warning

Beware of unauthorized housing and hotel reservation services that may solicit your business. All legitimate communications regarding housing will come directly from the League of California Cities. If you receive a suspicious email or phone call asking to book your hotel room for the conference, please let us know immediately.

STEP ONE: Register for the Conference

STEP TWO: Book hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.



Sheraton Grand Sacramento

<https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255->

[54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU](https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D)

[1230 J Street](https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D)

\$200.00 single/double*

The Citizen Hotel

<https://www.thecitizenhotel.com/> 926 J Street

\$204.00 single/double*

Holiday Inn Sacramento Downtown

https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm_mmc=GoogleMaps_-_

[HI_-_US_-_SACCP](https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm_mmc=GoogleMaps_-_) 300 J Street

\$198.00 single/double*

Best Western Plus Sutter House

<https://www.thesutterhouse.com/> 1100 H Street

\$180.00 single/double - Phone reservations only. Please ask for the League of California Cities room block.*

Doubletree By Hilton Hotel Sacramento

https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-

[RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-)

2001 Point West Way

\$174.00 single/double*

Hilton Sacramento Arden West

https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-

[SMFHIHF&y_source=1_MTlyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-)

2200 Harvard Street

\$174.00 single/double*

*Plus occupancy taxes and fees.



Tuesday, August 31, must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgement number to access your reservation and make any necessary changes. Once the August 31 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that after the housing deadline has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

PLEASE NOTE: The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name and dates/length of stay in the hotel.

CAUTION! You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.

Parking and Public Transportation

The convention center is conveniently located in the heart of the city and is within walking distance of the State Capital, hotels, dining, landmarks, and attractions. Public transportation is easily accessible and includes the Sacramento Regional Transit (RT), ZipCar, and Amtrak.

Self-parking and valet are available at most hotels. Parking for the convention center is available at the city-owned Memorial Garage on 14th street between H and I Streets. In addition, several privately owned parking garages are also within walking distance of the convention center. (Parking rates vary by location and are subject to change without notice).

Registration ↓

Full Registration Includes:

- Admission to Expo and education sessions (unless otherwise indicated)



- Electronic access to all program materials

Online Registration (credit card) - **Register Now** (<https://www.eventsquid.com/register/13599>)

Mail-in Registration (pay by check) - contact **Megan Dunn** (<mailto:mdunn@calcities.org>) to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early bird (through July 16)	After July 16 and onsite
City Delegate		
Member City	\$ 550	\$ 600
Nonmember City	\$ 1550	\$ 1600
Public Official		
State/County/Public Official	\$ 625	\$ 675
Partner/Exhibitor		
Company Representative	\$ 625	\$ 675
All Others	\$ 825	\$ 875

Optional Registration Add-ons (non-refundable)

City Clerks Workshop (includes lunch) - \$150 member cities, \$300 non-member cities

Guest Registration - \$125



reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Questions or special needs? Contact conference registrar [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>) before Wednesday, August 25.

One-Day Registration

Early bird rates are not available for one-day registration

City Delegate

Member City	\$ 325
Nonmember City	\$ 1325

Public Official

State/County/Public Official	\$ 375
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Partner/Exhibitor

Company Representative	\$ 375
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All Others	\$ 575
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Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>), and received on or before **September 15**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.



General Information ↓

Conference Location

The 2021 Annual Conference will be held at the SAFE Credit Union Convention Center, located at 1400 J Street in Sacramento. All sessions will be held at the convention center unless otherwise noted.

Brown Act and Cal Cities Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Helen Putnam Award for Excellence

This program, supported by the League Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays by cities that won the 2021 prestigious award and learn what your city can adapt from their success. Displays can be found in the League Partner Village in the Expo Hall.

Institute for Local Government

The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities, and public service ethics. Please visit www.ca-ilg.org (<http://www.ca-ilg.org/>) to learn more.

Mayors and Council Members Leadership Academy Torch Program

The MCMLA torch program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials



Session Materials

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference. You can download or print session materials in advance or after the conference for additional resources.

Educational Sessions ↓

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools, and best practices. Connecting professional experience and collective understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources.

First Time Attendees

A special presentation to welcome first-time attendees is scheduled for Wednesday at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

Minimum Continuing Legal Education (MCLE) Credits Available

With support and leadership from the City Attorneys Department, a limited number of sessions will provide Minimum Continuing Legal Education (MCLE) presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts and Civil Rights, Labor and Employment, and Land Use and CEQA. Additional timely municipal law topics will be covered, including one hour of MCLE specialty credit. Sessions providing MCLE credit will be noted in the conference program. All conference participants are welcome to attend sessions that offer MCLE credit.

Finance Directors with CPAs can Earn Continuing Professional Education (CPE) Credits

With support and leadership from the Municipal Finance Officers Department, a limited number of sessions are eligible to earn CPEs for those with a California Board of Accountancy (CBA)



State Mandated Training

Training to meet state requirements on specific ethics laws and principles and workplace harassment, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 training) will be available Friday morning during the concurrent sessions.

League Partner Sessions

Sessions planned by our League Partners will be scheduled during regular conference times and be designated with special signage and a note in the program. This is an excellent opportunity for Cal Cities members to get to know our Partners in a new way.

City Clerks Workshop

The annual City Clerks Workshop is scheduled on Wednesday morning at 8:30 a.m. as a pre-conference workshop. The workshop begins with a 30-minute department business meeting followed by a four-hour workshop. CMC/MMC Advanced Education Point accreditation will be available. (Additional registration is required to attend the workshop).

Networking Opportunities ↓

Host City Reception

The City of Sacramento welcomes delegates to the League of California Cities Annual Conference and Expo. Please join us at the opening night host reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5–7 p.m. on Wednesday in the Expo Hall.

Caucuses

The Board of Directors has recognized five diversity groups: African American Caucus; Asian Pacific Islander Caucus; Lesbian Gay Bisexual Transgender Queer Caucus (LGBTQ); Latino Caucus; and Women's Caucus. [Sign up \(/home/get-involved/caucuses\)](/home/get-involved/caucuses) to join one or more of the



Regional Divisions

Regional Divisions function as Cal Cities' grassroots advocacy teams. Divisions are staffed locally by public affairs managers to support Cal Cities' goals. Contact your regional public affairs manager for more information about division networking events during the conference. (Additional registration may be required for Regional Division activities).

CitiPAC Leadership Reception

CitiPAC will present its Leadership Reception on the evening of Wednesday, September 22. Join conference attendees for this wonderful event in support of CitiPAC featuring food, beverages, and entertainment.

Organization Meetings ↓

Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming Cal Cities policy and programs. Discover what your colleagues are working on with Cal Cities by attending the department business meetings scheduled throughout the conference.

General Resolutions Committee

Policy developments is a key part of the Cal Cities legislative process and Cal Cities' annual conference resolutions process is one way that city officials can directly participate in the development of Cal Cities policy. The deadline to submit resolutions is July 24. Visit the [Policy and Resolutions page \(/home/action-agenda/policy-and-resolutions\)](/home/action-agenda/policy-and-resolutions) for more information.

Sessions and speakers are subject to change.



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Biridiana Bishop, Public Works Director

DATE: August 3, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with the County of Kern for Illegal Dumping Resources Funds to be Used for Illegal Dumping Programs

Recommendation:

Staff recommends the City Council authorize the City Manager to sign and execute an agreement with the County of Kern for Illegal Dumping Resources Funds to be used for illegal dumping programs.

Illegal dumping has been a persistent problem that poses negative environmental, public health, economic, and community impacts throughout Kern County. On January 8, 2020, Kern County Public Works held a meeting to discuss illegal dumping and a proposal to increase the existing land use fee to support illegal dumping programs in Kern County. Below is a table outlining the proposed increase property owners will see if the County proceeds with the intended method to mitigate costs associated with illegal dumping.

Property Type	Current Fee	Proposed Fee	Difference
Single Family Home	\$82.89 per home	\$105.00 per home	+\$22.11 per home
Apartments	\$66.30 per unit	\$84.00 per unit	+\$17.70 per unit

Kern County currently supports a number of programs, including Keep Kern Beautiful, Keep Kern Roads Clean, Community Cleanups, 14 landfills and transfer stations, 3 special waste facilities with mobile collection events, bulky waste events, curbside bulky waste pick-up programs, and illegal dumping crews that pick up the waste. Kern County staff indicated that although a substantial number of programs are offered, the illegal dumping issue persists and requires more resources. Some of the resources that will be supported by the increase in land use fee include:

- Additional Enforcement
- Additional Public Outreach and Education
- Additional County Clean-Up Crews
 - Anticipate five additional crews:
 - § Locations – Metro Bakersfield (2), Eastern Side (1), Western Side (1), and Shafter/McFarland (1)

The County currently has no funding source to address illegal dumping and has not increased the land use fee since 2012. The County conducted the Prop 218 hearing process to increase fees by holding a public hearing on May 25, 2021. The Board of Supervisors approved the proposal. The County has prepared an agreement to establish terms and timing of the payment to the City from the collection of the additional Land Use fee. The County estimates Wasco will receive approximately \$82,717.28 in additional funding from the Land Use fee per year.

The City Attorney has reviewed the agreement.

Fiscal Impact:

Additional \$82,717.28 per year to combat illegal dumping.

Attachment:

1. Resolution
2. Agreement
3. Correspondence
4. Presentation Slides from Kern County Public Works Department RE: Illegal Dumping and Proposed Land Use Fee Increases

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AGREEMENT WITH COUNTY OF KERN FOR ILLEGAL DUMPING RESOURCES FUNDS

WHEREAS, the County currently charges a Solid Waste Management Program Service Charge also known as "Land Use Fee" for the use of County solid waste facilities for waste generated from all residential parcels in the County and which is collected in the same time and the same manner as property taxes for such parcels; and,

WHEREAS, Kern County Ordinance G-9009 was enacted in May of 2021 and provides for a portion of the Land Use Fee to be used expressly for illegal dumping resources; and

WHEREAS, portion of the Land Use Fee will be apportioned between the County of Kern and the City of Wasco based on maintained mileage as reported to the State of California; and,

WHEREAS, the City and the County of Kern have determined that the execution of Agreement attached as Exhibit "A" will serve the public's health, safety and welfare by providing funding for additional resources to aid in the effort to improve the illegal dumping situation throughout the entire County, including the unincorporated and incorporated areas of Wasco; and,

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

WHEREAS, the County of Kern and City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

SECTION 1: Authorizes the City Manager to sign and execute agreement with County of Kern for Illegal Dumping Resources Funds

-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 August 3, 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 FOR ILLEGAL DUMPING RESOURCES FUNDS (COUNTY – CITY OF WASCO)

THIS AGREEMENT, made and entered into this _____, is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "County") and the **CITY OF WASCO**, a municipal corporation of the State of California (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the County currently charges a Solid Waste Management Program Service Charge (hereinafter referred to as "Land Use Fee") for the use of County solid waste facilities for waste generated from all residential parcels in the County and which is collected in the same time and the same manner as property taxes for such parcels; and

WHEREAS, County Ordinance G-9009 was enacted in May of 2021 and provides for a portion of the Land Use Fee to be used expressly for illegal dumping resources; and

WHEREAS, that portion of the Land Use Fee will be apportioned between the County and the incorporated Cities based on maintained mileage as reported to the State of California; and

WHEREAS, the County and the City have determined that the execution of this Agreement will serve the public's health, safety and welfare by providing funding for additional resources to aid in the effort to improve the illegal dumping situation throughout the entire County.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Term.** This Agreement shall commence upon the date first herein above written and shall continue in full force unless terminated under the provisions of Paragraph 7.
2. **Use of the Funds.** Funds provided by this Agreement shall only be used for illegal dumping mitigation programs. Those programs shall be in the categories of the following:
 - A. Education – any educational or advertising program designed to mitigate or prevent illegal dumping.
 - B. Eradication – any program which physically removes illegal dumping or littering from the areas of the jurisdiction.
 - C. Enforcement – any program designed to provide evidence of illegal dumping activities or to pursue enforcement actions against those persons responsible for illegal dumping.
3. **Annual Reports Required.** The City will provide the County an annual report by September 15 of each year detailing the use of the funds for the prior Fiscal

Year (FY). This report will be combined with all other jurisdiction reports and will be presented annually to the Board of Supervisors by the Kern County Public Works Department.

4. **Amount of the Funds to be Transferred.** The amount of the funds to be transferred to the City were calculated as detailed in the written report, "Solid Waste Management Program Service Charges (Land Use Fees) for Fiscal Year 2021-2022". The report details that a total fund of \$6,362,867.38 is to be used to provide expanded resources for illegal dumping programs throughout all of Kern County for FY 2021-2022. Each jurisdiction's share of that fund was determined based on current maintained mileage as per Exhibit A and a total of 297,019 residential properties that are subject to the Land Use Fee. The City will receive \$82,717.28 for FY 2021-2022 to be used for illegal dumping programs as set forth in Paragraph 2. The maintained mileage percentage and number of residential properties that are subject to the Land Use Fee may be updated on an annual basis in June of each year to determine payments for the following fiscal year. The County will notify the City of any such changes prior to making payment of funds.
5. **Payment of the Funds.** The County will send payment to the City in two (2) equal installments. The first installment will be paid on January 15 and the second installment will be paid on June 15 of each year, commencing on January 15, 2022.
6. **Landfill Gate Fee Waivers.** To further benefit the City's illegal dumping programs, the County will issue Gate Fee Waivers for any illegal dumping that has been collected and that the City transports to any of the County Landfills for disposal.
7. **Termination.** This Agreement may be terminated by the County with thirty (30) days written notice if the funding for illegal dumping programs is removed from the Land Use Fee by an action of the Board of Supervisors. This Agreement may be terminated by the City with sixty (60) days written notice to the County. If the City chooses to terminate, no additional funding will be provided to the City at the end of the sixty (60) days written notice and all claims to further funding for illegal dumping programs will be waived and will be to the benefit of the County's illegal dumping programs.
8. **Indemnification.**
 - a. To the extent provided by law, the City shall indemnify, defend and save harmless the County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to the negligence or willful misconduct by the City, its officers, employees, servants and agents in connection with this Agreement.

- b. To the extent provided by law, the County shall indemnify the City, its officers, employees, servants and agents and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any negligence or willful misconduct by Kern County in connection with this Agreement.

9. **Transfer and Assignment.** No rights or duties arising from this Agreement shall be transferred by either the County or the City without the consent of the other party.

10. **Notices.** Notice to either party shall be mailed, addressed as follows:

To the City: City of Wasco
 746 8th Street
 Wasco, California 93280

To the County: Kern County Public Works Department
 2700 M Street, Suite 400
 Bakersfield, CA 93301

11. **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 reflected in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

12. **Modification of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

13. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

14. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

APPROVED AND RECOMMENDED:
Public Works Department

COUNTY OF KERN

By: _____
Craig M. Pope
Director

By: _____
Chairman
Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

CITY of WASCO

By: _____
Phillip W. Hall
Deputy County Counsel

By: _____
Name:
Title:

Exhibit "A"

Jurisdiction	Maintained Mileage	Percentage	FY 21-22 Share
Uninc Kern County	3313	59.50%	\$3,785,906.09
Arvin	37	0.70%	\$44,540.07
Bakersfield	1316	23.70%	\$1,507,999.57
California City	296	5.30%	\$337,231.97
Delano	117	2.10%	\$133,620.21
Maricopa	10	0.20%	\$12,725.73
McFarland	34	0.60%	\$38,177.20
Ridgecrest	175	3.20%	\$203,611.76
Shafter	98	1.80%	\$114,531.61
Taft	39	0.70%	\$44,540.07
Techachapi	51	0.90%	\$57,265.81
Wasco	73	1.30%	\$82,717.28
	5559	100.00%	\$6,362,867.37

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

July 19, 2021

CITY OF WASCO
RECEIVED

JUL 23 2021

BY: 

Daniel Ortiz-Hernandez
Wasco City Manager
746 8th Street
Wasco, CA 93280

RE: ILLEGAL DUMPING CLEANUP RESOURCES THROUGHOUT KERN COUNTY

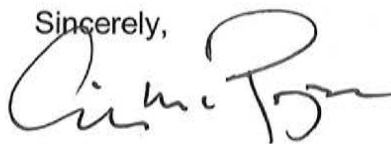
As per our previous communication on February 1, 2021, the Kern County Public Works Department brought forth a proposal to increase the Land Use Fee to provide additional funding to be used to improve illegal dumping situations throughout Kern County. A portion of the increased fee was to be portioned out to the incorporated cities based on maintained mileage.

The Proposition 218 process was conducted, a Public Hearing was held and the proposal was approved at the Board of Supervisors meeting on May 25, 2021.

We have prepared an agreement to establish the terms and timing of the payment to the City from the collection of the additional fee. Four copies of the agreement are attached, please sign and return all four copies to this office so that we may complete final execution of the agreement with the Board of Supervisors.

If you have any questions, please feel free to contact me or Lisa Shreder at (661) 862-8940.

Sincerely,



Craig M. Pope
Director

AGREEMENT FOR ILLEGAL DUMPING RESOURCES FUNDS (COUNTY – CITY OF WASCO)

THIS AGREEMENT, made and entered into this _____, is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "County") and the **CITY OF WASCO**, a municipal corporation of the State of California (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the County currently charges a Solid Waste Management Program Service Charge (hereinafter referred to as "Land Use Fee") for the use of County solid waste facilities for waste generated from all residential parcels in the County and which is collected in the same time and the same manner as property taxes for such parcels; and

WHEREAS, County Ordinance G-9009 was enacted in May of 2021 and provides for a portion of the Land Use Fee to be used expressly for illegal dumping resources; and

WHEREAS, that portion of the Land Use Fee will be apportioned between the County and the incorporated Cities based on maintained mileage as reported to the State of California; and

WHEREAS, the County and the City have determined that the execution of this Agreement will serve the public's health, safety and welfare by providing funding for additional resources to aid in the effort to improve the illegal dumping situation throughout the entire County.

NOW, THEREFORE, IT IS AGREED as follows:

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 - C. Enforcement – any program designed to provide evidence of illegal dumping activities or to pursue enforcement actions against those persons responsible for illegal dumping.
3. **Annual Reports Required.** The City will provide the County an annual report by September 15 of each year detailing the use of the funds for the prior Fiscal

Year (FY). This report will be combined with all other jurisdiction reports and will be presented annually to the Board of Supervisors by the Kern County Public Works Department.

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8. **Indemnification.**
 - a. To the extent provided by law, the City shall indemnify, defend and save harmless the County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to the negligence or willful misconduct by the City, its officers, employees, servants and agents in connection with this Agreement.

- b. To the extent provided by law, the County shall indemnify the City, its officers, employees, servants and agents and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any negligence or willful misconduct by Kern County in connection with this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

APPROVED AND RECOMMENDED:
Public Works Department

COUNTY OF KERN

By: _____
Craig M. Pope
Director

By: _____
Chairman
Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

CITY of WASCO

By: _____
Phillip W. Hall
Deputy County Counsel

By: _____
Name:
Title:

Exhibit "A"

Jurisdiction	Maintained Mileage	Percentage	FY 21-22 Share
Uninc Kern County	3313	59.50%	\$3,785,906.09
Arvin	37	0.70%	\$44,540.07
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California City	296	5.30%	\$337,231.97
Delano	117	2.10%	\$133,620.21
Maricopa	10	0.20%	\$12,725.73
McFarland	34	0.60%	\$38,177.20
Ridgecrest	175	3.20%	\$203,611.76
Shafter	98	1.80%	\$114,531.61
Taft	39	0.70%	\$44,540.07
Techachapi	51	0.90%	\$57,265.81
Wasco	73	1.30%	\$82,717.28
	5559	100.00%	\$6,362,867.37



Illegal Dumping



Illegal Dumping

Persistent problem throughout Kern County with negative impacts

- Environmental
- Public Health
- Economic
- Social & Community





Illegal Dumping



Environmental Impacts

- Might contain hazardous substances and chemicals that could cause damage to the soil, air and groundwater
- Can pollute natural habitats and cause death to wildlife

Public Health Impacts

- Ideal breeding ground for mosquitos or other harmful insects that spread diseases
- Animals or even household pets can also get into it which could also spread diseases and illnesses



Illegal Dumping

Economic Impacts

- Can have a detrimental effect on a business; customers might not want to visit a business with illegal dumping nearby
- Values of homes with illegal dumping nearby could also decrease
- Costs money to clean up and repair any damage that it might have caused

Social and Community Impacts

- It's just UGLY
- Can affect the morale of people who live near it or see it





So...what do we currently do?

Programs

- Keep Kern Beautiful
- Keep Kern Roads Clean
- Community Cleanups
- 14 Landfills and Transfer Stations with ample operating hours/days
- 3 Special Waste Facilities with mobile collection events
- Bulky Waste Events
- Curbside Bulky Waste Pick-up offered
 - County hauler programs
 - City programs
- Illegal Dumping Crews that pick up (County and some Cities)



But that's not enough - the problem persists!



How can we make it better?

More Enforcement

- Ordinances in process with the Board of Supervisors to establish fines

More Education

- Community Outreach

More Clean up

- More County Cleanup crews stationed throughout the County to attack the problem on a more widespread basis
- Cities can increase their efforts on cleanup with their own appropriate programs
- Funding is required





Resources Needed

KC PWD anticipates the need for more Illegal Dumping Crews

- Five Crews
- Locations – Metro Bakersfield (2), Eastern Side (1), Western Side (1) and Shafter/McFarland (1)
- Utilize Franchise Haulers where appropriate



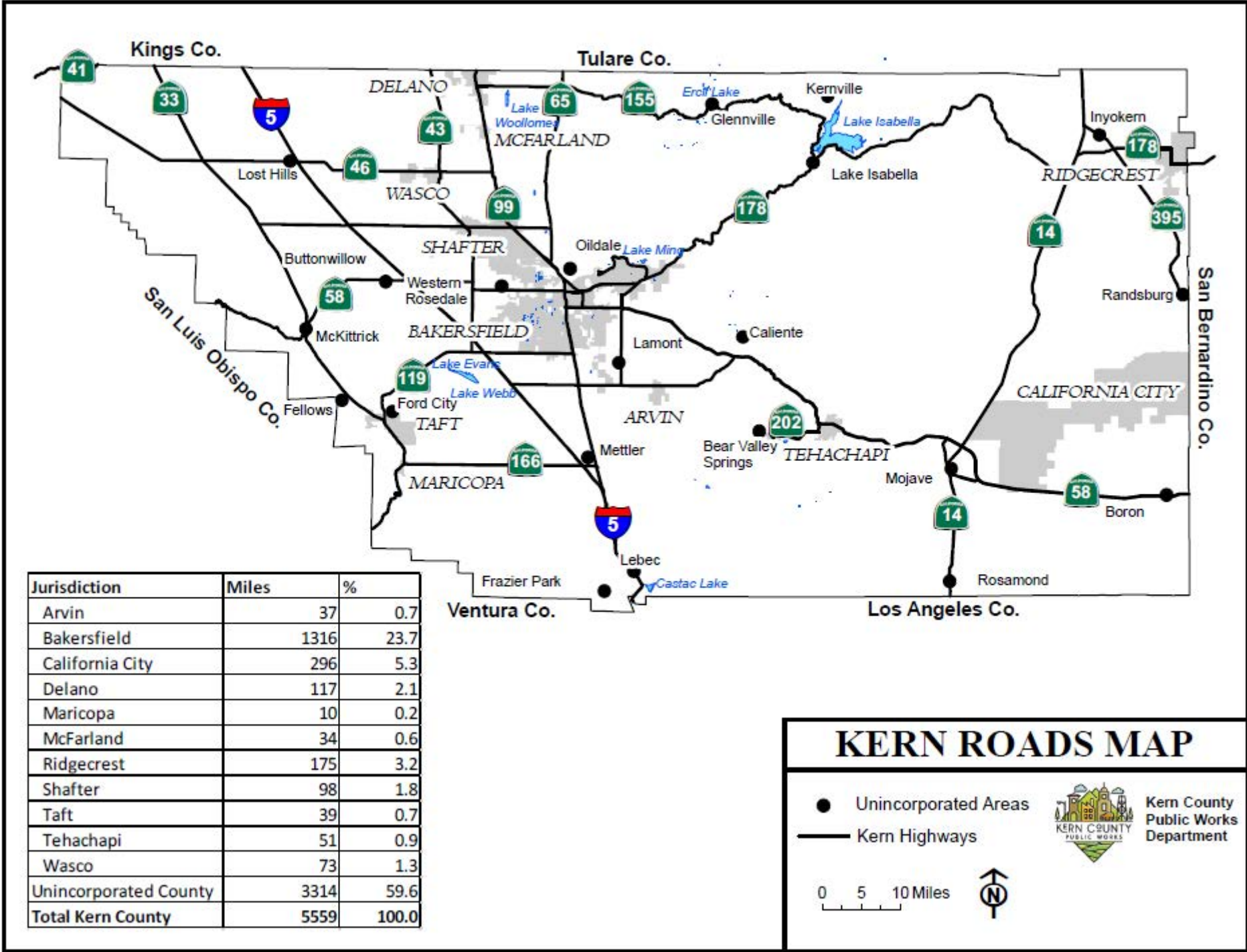


Funding through the Land Use Fee

Land Use Fee

- Current charge for residential properties on property taxes
 - Single Family Homes - \$82.89 per home
 - Apartments - \$66.30 per unit
 - Applied to properties throughout the County including Cities
 - Fee has not been increased since 2012
 - Increase the fee to cover the costs of additional crews and additional programs to be instituted by the Cities
 - Recommend portioning out the increased fee based on maintained road mileage







Proposed Increase to the Land Use Fee

- Currently no funding source for Illegal Dumping
- Increase of \$22.11 for Single Family Homes; from \$82.89 to \$105.00
- Increase of \$17.70 for Apartments; from \$66.30 to \$84.00
- Proposition 218 process will be required



Apportioned to all Jurisdictions



Jurisdiction	Maintained mileage percentage (%)	Annual funding from Land Use Fee for Illegal Dumping
Unincorporated Kern County	59.5	\$3,785,906.09
Arvin	0.7	\$44,540.07
Bakersfield	23.7	\$1,507,999.57
California City	5.3	\$337,231.97
Delano	2.1	\$133,620.21
Maricopa	0.2	\$12,725.73
McFarland	0.6	\$38,177.20
Ridgecrest	3.2	\$203,611.76
Shafter	1.8	\$114,531.61
Taft	0.7	\$44,540.07
Tehachapi	0.9	\$57,265.81
Wasco	1.3	\$82,717.28
TOTAL	105 of 245 100	\$6,362,867.38



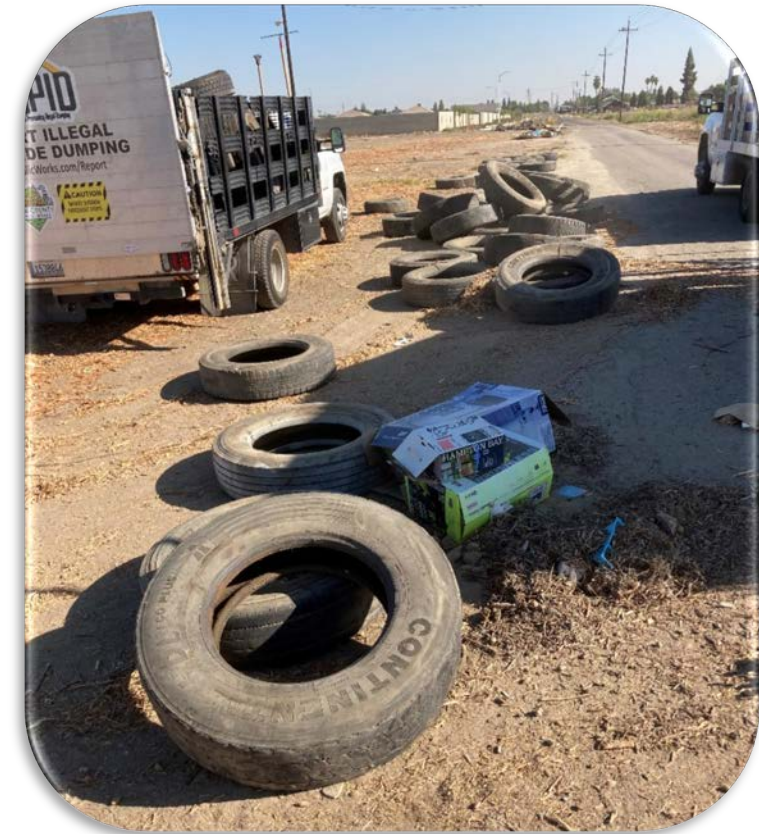


Next Steps

- Discussed at Solid Waste Management Advisory Committee meeting
- Sub-committee was established
- Reach out to the Cities
- Begin Proposition 218 process
- Virtual Community meetings
- Board of Supervisors Vote
- Enacted effective July 2021



Questions & Comments





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Scott Hurlbert, City Manager
Biridiana Bishop, Public Works Director

DATE: August 3, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Cromer Material Handling to Purchase One Forklift for the Public Works Department in the amount of \$28,924.00

Recommendation:

Staff recommends the Council approve a resolution authorizing the City Manager to sign and execute an agreement with Cromer Material Handling to purchase one forklift for the Public Works Street Department in the amount of \$28,924.00

Background:

In 1998, the City acquired 2 of the 1984 Hyster HL60 forklifts in the form of a donation from the Wasco State Prison without an initial investment cost. One forklift was assigned to the Wastewater Department and the other to the Public Works Department. Since their acquisition, the City has received a valued return and benefited from its operational use for more than 20 years.

Discussion:

The Public Works Streets Department forklift has exhausted its useful life and has been red-tagged by the Fleet Department. Currently, the Public Works staff has had to coordinate with the Wastewater Department to borrow the forklift. This shared source among all Public Works Departments requires extensive time, manpower, and resources to provide transport and delivery of Public Works related items and deliveries. The Public Works Streets Department forklift experienced internal engine failure that would require engine replacement; it requires a complete hydraulic system repack. The mast has become outdated and overused, which hinders the daily operation of the forklift.

As a result, the staff recommends purchasing one new forklift to replace the unit previously assigned to public works operations.

Fiscal Impact:

\$28,924.00 to be paid for by an even split between the Sanitation, Streets, Water, Facilities, Fleet, and Animal Services Departments.

Attachments:

1. Resolution
2. Agreement
3. Quote

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH CROMER MATERIAL HANDLING TO PURCHASE ONE FORKLIFT FOR THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF \$28,924.00

WHEREAS, Staff has considered the cost of replacing these components; however, such an expenditure would not guarantee the longevity of the unit based upon its current age and deteriorated condition; and,

WHEREAS, the City currently has one operable forklift assigned to the Wasterwater department, which is a shared resource among all Public Works departments reducing availability between Public Works departments; and

WHEREAS, the City's cost for the new forklift is in the amount of \$28,924.00 to be from the Public Works Sanitation, Streets, Water, Facilities, Fleet and Animal Services Fund; 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, Cromer Material Handling and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the City's cost estimate from Cromer Material and Handling for the new forklift is attached as Exhibit "A"; and

WHEREAS, The said 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 sign and execute an agreement with Cromer Material Handling to purchase one forklift for the Public Works Department in the amount of \$28,924.00

-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 August 3, 2021, by the following vote:

COUNCIL MEMBERS: CORTEZ, GARCIA, MARTINEZ PALLARES, REYNA
AYES:
NOES:
ABSTAIN:
ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

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

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021, by and between the CITY OF WASCO, hereinafter "City", and CROMER, INC., a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to purchase a Doosan G33N-7 LP 2.5L Engine 6,500 lb. Base Capacity, I.C. Solid Pneumatic Tire Forklift (the "Forklift") and with warranties as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof under the terms and conditions described hereinafter and Contractor is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Contractor to purchase the Forklift under the terms and conditions described hereinafter.
3. The full cost of the Forklift shall not exceed \$28,924.00 plus tax, inclusive of shipment (the "Price"). The Price shall be payable upon delivery of the Forklift and City's inspection and approval.
4. Contractor shall deliver the Forklift within forty-five (45) calendar days from the date hereof and subject to City's inspection and acceptance of delivery.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy for protection against liability arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons and employees, as additional insureds.
6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, and employees from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner arising out of Contractor's performance or attempted performance of the

provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

7. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon written notice to Contractor prior to delivery of the Forklift with payment as described in Contractor's cancellation policy described in Exhibit "A."

8. Contractor shall not assign this Agreement or any portion thereof to any other person or entity.

9. 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 Agreement shall continue in full force and effect and not be affected, impaired, or invalidated thereby.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon service by electronic mail ("email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239; Email - cityclerk@cityofwasco.org and Contractor — Cromer Inc., James Perez, 6131 S. Lincoln Court, Fresno, California 93725 Fax – (559) 485-0110 — Email – jperez@cromer.com. Either party may change its address or contact information by notice to the other party as described herein.

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

12. This Agreement may only be amended by a writing executed by all parties.

13. 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.

14. This Agreement contains the entire agreement between the parties

with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

17. Subject to the restrictions on assignment in Paragraph 9, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

18. 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.

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

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

M. SCOTT HURLBERT,
City Manager, City of Wasco, California,
"City"

CROMER INC., a California
Corporation, "**Contractor**"

By: _____
JAMES PEREZ, Field Manager



Northern & Central California's Complete Material Handling Resource

Date : July 2021

State of California – DGS Contract Number 1-19-39-01B Line B17, Item # 9, SKU# CMH33L 189SSP

Quotation : JP 00170
Prepared By : James Perez
FOB : Delivered



We are pleased to quote you the following new Doosan product for your consideration.

State of California – DGS Contract Number 1-19-39-01B Line B-17, Item # 9, SKU# CMH33L 189SSP

(1 each) Doosan G33N-7 LP 2.5L Engine 6500 Lbs. Base Capacity, I. C. Solid Pneumatic Tire Forklift

UL Rating	UL Rated Type LP
Brakes	Oil-Cooled Disc Brakes
Tires	Single Solid Soft-Ride 8.15-15 Drive / 6.50-10 Steer
Mast	3-Stage Full Free Triple Wide View MFH 189" OAL 86" FFH 57"
Tilt Cylinders	6° Forward / 5° Back
Sideshifter	Hang-On 44" Wide - Class III
Carriage	Hook Type 44" Wide - Class III
Forks	Hook Type - Pallet - 1.8" x 5" x 41"
Load Backrest	46" Wide x 47" High
Overhead Guard	Standard Height - 86"
Hydraulic Lines	3-Way For Sideshifter
Hydraulic Control Valve	3 Section with 3 Levers
Mirrors	Large Rear View Mirrors
Seat	Vinyl Suspension Seat
Seat Belt	Orange
Direction Control	Standard - Lever Direction Control
Grab Bar	Rear Grab Bar with Horn Button
LP Tank Cradle	Standard Mounting
Warning Lights	Strobe - Amber - Mounted Below OHG
Warning Device	Back-Up Alarm
Front Work Lights	Combination Lights with Front Flood Lights - LED
Rear Work Lights	(1) Rear Floodlight - LED
Fire Extinguisher	5 lb. ABC Type
Warranty	Doosan Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

Standard Equipment

Nissan 2.5L Engine
Power Shift Transmission
Oil Cooled Disc Brakes
Power Steering
Tilttable Steering Column
Engine Shutdown
Dual Element Air Cleaner
LP Tank Mounting
Tilt Cylinder Covers
Counterweight



Other Equipment & Accessories

LPG Tank 7.5 GAL.

1-Each Contract Price: \$ 28,924.00

Optional Items

B-19 4-Year/ 8000 Hr. Drivetrain Extended Warranty Add: \$750.00
B-20 Preventative Maintenance every 500 Hours Add: \$210.00 Each Service
B-21 Fork Positioner SKU# CMHSSFP000000 Add: \$2,3634.00
B-22 Auto Fork Leveling SKU# CMHATL00 Add: \$1,395.00
NON-CORE NC-47 47" Forks in place of 41" Forks Add: \$110.00

Delivered - Plus applicable Taxes

Term: 45 Days Per Contract

Signed and accepted on behalf of:
CROMER, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed and accepted on behalf of:
STATE OF CALIFORNIA

Signature: _____

(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Print Name: _____

Title: _____

Date: _____

4701 Oakport St
Oakland, CA 94601
(510) 534 6566

1813 Moffat Blvd
Manteca, CA 95336
(209) 465 8987

3939 W Capitol Ave, Suite A
West Sacramento, CA 95691
(916) 371 2004

4648 E Jensen
Fresno, CA 93725
(559) 268 6621

4608 Saco Rd
Bakersfield, CA 93308
(661) 393 2460

1205 S Blosser Rd
Santa Maria, CA 93454
(805) 922 1767



www.cromer.com

sales@cromer.com

(800) 974 5438

James Perez 559-908-4119



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Biridiana Bishop, Public Works Director

DATE: August 3, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute a Non-Hazardous Garbage Collection and Removal Services Agreement No. C5609372 with the State of California Department of Corrections and Rehabilitation for the servicing of wet/dry refuse collection, removal, and disposal at the Wasco State Prison-Reception Center located at 701 Scofield Ave. Wasco Ca. 93280.

Recommendation:

Staff recommends adopting a resolution for the execution of a standard contract renewal for the collection, removal, and disposal of non-hazardous wet/dry garbage 6 days weekly, Monday through Saturday, during the hours of 4 am to 12: 00 am daily for the Wasco State Prison-Reception Center.

Background:

The City of Wasco Sanitation department has been contracted and servicing the Wasco State Prison-Reception Center for over 16 years providing and maintaining all labor, materials, supplies, tools, equipment, permits/licenses, and transportation as necessary to provide non-hazardous wet/dry garbage collection, removal, and disposal services.

Discussion:

The City will continue to provide and maintain all labor, materials, supplies, tools, equipment, permits/licenses, and transportation necessary to provide non-hazardous wet/dry garbage collection, removal, and disposal services. This also includes approximately 40, 3 cubic yard metal bins with locking lids. The City will also provide 20 yds or 40yd roll-off services at the discretion of the State's needs.

The previous contract was a 3-year contract and expired on 6-30-21. The new contract is for two years and will expire on March 31, 2023. The Sanitation Superintendent has been in contact with the Contract Unit for the State Department of Corrections and Rehabilitation since 6-23-21 and the Wasco State Prison Procurement and Services Officer since 3-10-21 to help the timely renewal of the contract. Services are still being provided

by the City Sanitation Department and will continue uninterrupted at the current contracted rate until the new contract is in place.

Fiscal Impact:

The City will provide services for the contracted amount of \$992,987.00. This amount includes a 4% increase for all services compared to the previous expired contract to provide capital to cover increased costs of service, including equipment, fuel, steel, supplies for metal bin maintenance and permits and licenses, etc.

Attachments:

1. Resolution
2. Exhibit A - Agreement
3. Quote

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE NON-HAZARDOUS GARBAGE COLLECTION AND REMOVAL SERVICES AGREEMENT NO. C5609372

WHEREAS, the City has an expired Agreement with the state of California, Department of Corrections for refuse collection at the Wasco State Prison Facility; and

WHEREAS, the City wishes to enter into a new Agreement with the Wasco State Prison Facility attachment "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, the California Department of Corrections and the City each acknowledge that each party have reviewed the Agreement; and,

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

WHEREAS, the City of Wasco agrees to provide labor, materials and equipment necessary for the removal of non-hazardous materials from the Wasco State Prison Facility.

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

SECTION 1: Approval of the Contract with the State of California Department of Corrections and Rehabilitation for the Wasco State Prison and Reception-Center

SECTION 2: Authorizes the City Manager to sign and execute an agreement with the state of California, Department of Corrections, Wasco state Prison Facility for collection and removal of non hazardous garbage, Agreement NO.C5609372

-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 August 3, 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

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

July 23, 2021

Alexandro Garcia, Mayor
City of Wasco
764 E Street
Wasco, CA 93280

Dear Mr. Garcia:

AGREEMENT NUMBER: C5609372**SERVICE: NON-NAHARDOUS GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This agreement is not valid unless, and until, approved by the DGS, or under its authority, CDCR.** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items dated and signed with an **original signature** by an authorized representative.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval.

Standard Agreement

Print and return **two (2)** copies of the Standard Agreement STD213 (face sheet only) with original signatures and dated.

Certificate of Insurance

- All self-insured public entities **MUST** provide proof of self-insurance as specified under the Agreement.

Board Resolution (EXPEDITE)

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

All documentation must be returned to **CDCR, OBS**, at the following address:

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: **Maria Crews**
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

Please have all items dated and signed with original signature by an authorized representative ASAP.

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-5704.

Sincerely,

Maria Crews

Maria Crews
Contract Analyst
Institution Contracts Section
Contracts Management Branch

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C5610311

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)

CONTRACTOR NAME

CITY OF WASCO

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

March 31, 2023

3. The maximum amount of this Agreement is:

\$992,987.00 NINE HUNDRED NINETY TWO THOUSAND, NINE HUNDRED EIGHTY SEVEN DOLLARS and ZERO CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit A-1	Service Schedule and General Container Information	1
Exhibit A-2	Change Order Letter	1
Exhibit A-3	Garbage Pickup Schedule – Tracking Worksheet	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Rate Sheet	2
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
Exhibit E	Prison Rape Elimination Policy Volunteer/Contractor Info Sheet	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Wasco (661) 758-7214

CONTRACTOR BUSINESS ADDRESS

746 8th Street

CITY

Wasco

STATE

CA

ZIP

93280

PRINTED NAME OF PERSON SIGNING

ALEXANDRO GARCIA

TITLE

Mayor

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C5610311

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

KEVIN ARREDONDO

TITLE

Manager, Master Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

NON-HAZARDOUS WET/DRY GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

1. INTRODUCTION

Contractor shall provide all labor, materials, supplies, tools, equipment, permits/licenses and transportation as necessary to provide non-hazardous wet/dry garbage collection, removal and disposal services for the California Department of Corrections and Rehabilitation (CDCR), Wasco State Prison-Reception Center (WSP-RC) located at 701 Scofield Avenue, Wasco, CA 93280.

Public Resources Code 41780 mandates all State Agencies to divert waste from landfills and to minimize waste and increase recycling efforts. Contractor shall provide the Institution Contract Liaison or designee, in writing by the 7th of each month, with a receipt verifying the actual weighted amount of waste, from the institution only, disposed at the landfill.

2. SERVICES TO BE PROVIDED

The Contractor shall provide non-hazardous Wet/Dry Garbage Collection, Removal and Disposal services daily, Monday through Saturday. The Contractor shall pick up garbage inside the secure perimeter and return to the sally port prior to 5 A.M. when the count commences. The Contractor shall remain in the sally port until verbal notification is provided by the Institution Escorting Officer that the count has cleared. If any discrepancies to the count arise, this may extend the wait time inside the sally port. The hours of service may change if mutually agreed upon by the Institution Contract Liaison or designee and the Contractor. Services provided will also include holidays, **except New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day when the land fill/dump is closed.** The Contractor shall pick up trash from containers the following work day after a holiday.

Three Cubic-Yard Bins

Contractor shall furnish and maintain thirty-five (35), three-cubic yard containers with steel rollable wheels. All containers are to have lid covers made of steel or double-walled plastic (i.e. duraflex or equivalent thereof) that are easily opened and closed. Containers and lids may not have excess metal on or inside which could be removed. In the event any lid or container becomes damaged, Contractor shall, within forty-eight (48) hours of notification, repair or replace lids or containers.

Containers shall be sealed and liquid tight to prevent spillage and drippings. The State reserves the right to inspect containers to determine suitability prior to placement.

Contractor shall deliver containers to the locations indicated by the Institution Contract Liaison or designee prior to commencement of services. A location may be changed at any time at the discretion of the institution. The institution will provide twenty-four (24) hour notice to Contractor of any location changes.

Container pickup shall be in accordance with the **Exhibit A-3**, Garbage Pickup Schedule-Tracking Worksheet hereinafter known as the Worksheet and is a part of this contract. The number of bins emptied shall be noted on the Worksheet and after each day's pick-up, the WSP-RC Escort Officer and the City of Wasco Sanitation Employee will print and sign their name on the Worksheet to indicate they are in agreement with the number of bins emptied.

The State shall pay only for those bins emptied and signed for in accordance with the Worksheet and per the prices indicated on the Rate Sheet, Exhibit B-1, attached herein and a part of this contract.

In the event trash is discovered to be on top of any trash bin (commonly referred to as "snow coning"), the escort officer will open the bin, and if there is room, will place the trash inside the bin. The City of Wasco Sanitation Employee will then empty the bin. If the bin is already full, the City is not obligated to pick up the trash left outside of the bin.

Forty Cubic-Yard Bins

Upon request by the WSP-RC Contract Liaison or designee, Contractor shall deliver and set in place Forty Cubic Yard roll-off bins (quantity as requested) within 24 hours, to the location(s) indicated by the Contract Liaison or designee. Roll-off bins shall be used only for disposal of mattresses or other large items such as furniture, but excludes any type of concrete or stone/rock. No mattresses or other large items shall be disposed of in the Contractor's 3-yard bins used for regular garbage.

Forty Cubic-Yard bins shall be paid for in accordance with the rates set forth in the Rate Sheet, **Exhibit B-1** attached herein.

The State reserves the right to add or subtract containers (both sizes), modify size of containers and adjust pick up schedule as needed, to accommodate any unforeseen increase or decrease in volume of wet/dry garbage or large items generated. The additional services will be provided within forty-eight (48) hours of request by the State, and will be arranged at a mutually agreed upon time. Additional services shall be provided at the same rate set forth in the Contractor's Rate Sheet, **Exhibit B-1** herein.

Contractor shall complete services within the time frames specified herein. At the State's discretion, the time specified for garbage pickup may be extended for a reasonable period of time when there is a delay in Contractor's performance of the work caused by

unavoidable delay such as Acts of God, fire, flood, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusual action of the elements, provided that Contractor shall notify the State within two (2) hours from the beginning of any delay.

In the event Contractor fails to provide services within the time specified without prior approval of the State, the State reserves the right to have services provided by another vendor at Contractor's expense. Any amounts owed to the State as a result of this action will be deducted from Contractor's monthly invoice.

3. STANDBY TIME/RATES

The Contractor shall incur additional standby time (wait time) in the following situations:

- A.** In the event WSP-RC requests the Contractor to provide and haul a 40 yard bin in the same day, the Contractor shall remain on standby with the bin until the bin is full and ready for removal from the institution grounds. The Contractor will be reimbursed at the hourly standby rate, as specified in Exhibit B-1, Rate Sheet.
- B.** If the 5:00 AM inmate count does not clear, the Contractor shall remain inside the sally port until the count clears. If the Contractor's wait time extends past the first fifteen (15) minutes, then standby rates will be incurred in fifteen (15) minute increments, as specified in Exhibit B-1, Rate Sheet.

4. OVERLOAD CHARGE

In the event a roll-off container exceeds ten (10) tons, there will be a charge that is identified in Exhibit B-1, for additional ton over ten tons. The Contractor shall notify CDCR or designee of overload charges, once an overage is identified.

5. RECEIPTS

Contractor shall deliver the wet/dry garbage to a county/city-approved landfill in accordance with the State of California, Environmental Health Laws. Contractor shall provide receipts verifying disposal date and weight of wet/dry garbage from an approved landfill when submitting invoices.

6. CONTAINER UNLOADING

The Contractor shall ensure that all containers, which are to be emptied on-site, shall be emptied into a sealed truck which is liquid tight to prevent spillage and drippings. Roll-off containers shall be sealed to prevent spillage and drippings, and removed by the Contractor upon request by the Contract Liaison or designee.

7. CONTAINER MAINTENANCE

The Contractor shall maintain containers in good mechanical condition.

Containers must be steam cleaned and painted annually or more often as necessary as determined by the Institution Contract Liaison or designee. Steam cleaning and painting shall not be performed on State property unless specifically requested by the State and shall be completed at Contractor's expense.

The Contractor shall furnish additional containers on an exchange basis while the maintenance of containers is performed.

8. CONTAINER LOCKING DEVICES

The Contractor shall secure locking devices on all containers. The locking devices shall consist of a single lock bar extending the full width of the lid and lockable by padlock, to be supplied by institution.

9. LICENSES/PERMITS

The Contractor shall possess a valid Motor Carrier permit issued by the California Department of Motor Vehicles, valid city/county-issued Commercial Refuse Hauler's Permit, if applicable.

The Contractor shall also possess and maintain throughout the term of this Agreement a current DMV issued Motor Carrier Permit if any vehicle used to haul sludge or other Contractor-owned items in performance of this contract has a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs. or more.

10. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

Should questions or problems arise during the term of this Agreement, Contractor should contact the following offices:

Billing/Payment Issues:

Accounting Services Branch - Sacramento
Attention Accounts Payable B
Phone Number: (916) 255-2042
FAX Number: (916) 255-2103

General Contract Issues:

Office of Business Services
Phone Number: (916) 255-5704
FAX Number: (916) 255-6185

Scope of Work/Performance Issues:

Wasco State Prison-Reception Center Contract Liaison
Daniel Salinas
Business Services Officer I (A)
Phone Number: (661) 758-8400 ext. 5201
FAX Number: (661) 758-7073
E-mail: daniel.salinas@cdcr.ca.gov

The Institution Contract Liaison or designee shall be solely responsible for determining acceptability of satisfactory completion of any services provided by Contractor.

Wasco State Prison (WSP)

No. of Containers	Container Description	Container Location	Service Schedule
1	40 cubic yard w/ rollable steel wheels	RASP	As Needed
40	3 cubic yard w/ rollable steel wheels	Facility: A, B, C, H, D & M Kitchen Bldgs, Central Kitchen Bldg, Admin Snack Bar Bldg	6 day per week

**DIVISION OF SUPPORT SERVICES
OFFICE OF BUSINESS SERVICES**

9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827
P.O. Box 942883
Sacramento, CA 94283-0001



DATE

Contact Person
Contractor Name
Address
City State Zip

Dear Mr./Ms.:

**AGREEMENT NUMBER:
SERVICE:**

Per the Scope of Work, Exhibit A, number X, Contractor Responsibilities, paragraph X, the Department of Corrections and Rehabilitation (CDCR) is exercising its right to increase/decrease services to the above agreement for the Institution/Facility.

Changes are represented below with bold and double-underlined font:

Number of Containers	Description	Location	Service Schedule


If you have any questions regarding this letter or any other matters, please contact Contract Analyst, at (916) XXX-XXXX.

Sincerely,


KEVIN ARREDONDO, Manager
Manager, Institution Service Contracts
Contracts Management Branch

Distribution: Contractor, Regional Accounting Office, File Copy





City of Wasco
California Department of Corrections and Rehabilitation (CDCR)
GARBAGE PICKUP SCHEDULE – TRACKING WORKSHEET





 Agreement Number C5610311
Exhibit A-3



WEEK OF: _____



Location	Date  No. of Containers	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
TIME IN SALLYPORT							
TIME OUT SALLYPORT							
Dialysis	1	1	1	1	1	1	1
Administration	1	1	1	1	1	1	1
Support Warehouse	2	2	2	2	2	2	2
RASP	1	1	1	1	1	1	1
Plant Operations	2	2	2	2	2	2	2
Facility A / Central Services	4	4	4	4	4	4	4
Central Kitchen	3	3	3	3	3	3	3
Receiving & Release	1	1	1	1	1	1	1
CTC Kitchen	1	1	1	1	1	1	1
Retherm Kitchen	3	3	3	3	3	3	3
Facility B & C	7	7	7	7	7	7	7
Facility H	4	4	4	4	4	4	4
Facility D	7	7	7	7	7	7	7
Armory	1	1	1	1	1	1	1
Facility E Kitchen	2	2	2	2	2	2	2
Total	40	40	40	40	40	40	40



After each day's pickup, the WSP Escort Officer and the City of Wasco Truck Driver will print and sign their name below:



Monday	WSP 	CITY 
 Print		
 Sign		

Thursday	WSP 	CITY 
 Print		
 Sign		

Tuesday		
 Print		
 Sign		

Friday		
 Print		
 Sign		

Wednesday		
 Print		
 Sign		

Saturday		
 Print		
 Sign		

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.
- c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

1) To submit invoices by mail for Institutions, DJJ Facilities, DJJ Headquarters, and Board of Parole Hearing contracts:

California Department of Corrections and Rehabilitation (CDCR)
ASB - Sacramento
Attention: **Accounts Payable B**
P.O. Box 187016
Sacramento, CA 95818-7016

For electronic submission, send invoices to:
Institutionnonmedcontractinvoices@cdcr.ca.gov

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. City/County Rate Increase

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

**NON-HAZARDOUS WET/DRY GARBAGE COLLECTION,
REMOVAL AND DISPOSAL SERVICES**

The quantities on this rate sheet are estimates as shown below. The State shall pay the Contractor only for services rendered in accordance with the rates set forth in this rate sheet, Exhibit B-1, and the Worksheet, Exhibit A-1 which indicates actual bins emptied, for each year as indicated.

A. THREE-YARD BINS

Estimated Number of Bins Emptied Per Month	450-549	550-649	650-749	750-849	850-949	950- 1049	1050- 1149
Price Per Emptied Bin 2021/2022	\$57.98	\$48.25	\$41.32	\$36.14	\$32.12	\$28.89	\$27.49
Price Per Emptied Bin 2022/2023	\$59.72	\$49.70	\$42.56	\$37.22	\$33.08	\$29.76	\$28.31

B.1 Estimated Cost for 3-Yard Bins Per Year:

Year	Est. # Bins Per Week	Price Per Bin	# Weeks	Estimated Total Annual Amt.
2021/2022	180	41.32	52	\$386,755.20
2022/2023	180	42.56	52	\$398,361.60
			Total B.1	\$785,116.80

B.2 Estimated Cost for Landfill Fees Per Year:

Year	Cost Per Ton	Est. Tons Per Month	# Months	Estimated Total Annual Amount
2021/2022	54.75	135	12	\$88,695.00
2022/2023	56.94	135	12	\$92,242.80
			Total B.2	\$180,937.80

C. FORTY-YARD ROLL-OFF BINS

	FY 21/22	FY 22/23
County Dump Charge Per Ton (based on 4% increase per year)	\$54.75	\$56.94
Annual Est. Based on 10 Tons 4X Per Year	\$2,190.00	\$2,277.60
Delivery Rate Per Request	\$112.50	\$112.50
Annual Est. Based on 4X Per Year	\$450.00	\$450.00
Daily Rental	\$7.00	\$7.00
Annual Est. Based on 2 Days 4X Per Year	\$56.00	\$56.00
Monthly Rental	\$206.61	\$206.61
City Dump Charge Per Dump of 40-Yard Bin	\$244.01	\$244.01
Annual Est. Based on 4X Per Year	\$976.04	\$976.04
Total C	\$3,672.04	\$3,759.64

D. Standby Rates

Estimated Hours	Rate per Hour	Total
200	\$75.00	\$15,000.00

E. Overload Charge

Estimated Overages	Rate per Ton	Total
100	\$45.00	\$4,500.00

Estimated Annual Amount per Year

YEAR	TOTAL
YEAR 1 2021/2022	\$488,872.24
YEAR 2 2022/2023	\$504,114.04

Total Cost of B.1., B.2., C, D, & E (annual rates have been rounded up to the next dollar)	\$992,987.00
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1. Contract Disputes with Public Entities

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term, up to 1 year, at the rates agreed upon by CDCR and the Contractor.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the

associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

17. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

18. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

19. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

20. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

21. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

22. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

23. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

24. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

25. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of

coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

26. Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its officers, agents, and employees from any and all claims for damages arising out of occurrences, accidents, or misuse by the Contractor or its purchasers resulting from waste collected from the State and the Contractor recycling the waste for production of by-products for third-party use.

27. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability- \$1,000,000.

28. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

29. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

30. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO

HOSTAGE” policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

31. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

32. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

33. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted

of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

34. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

35. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Informational Sheet

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution.

Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders.

Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor
- Taking responsibility for your own behavior

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Biridiana Bishop, Public Works Director

DATE: August 3, 2021

SUBJECT: Accept Notice of Completion and Notice of Acceptance of the Groundwater Monitoring Wells Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.

Recommendation:

Staff recommends the City Council Accept Notice of Completion and Notice of Acceptance of the Groundwater Monitoring Wells Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.

Discussion:

City Council awarded a bid in the amount of \$78,588.00 to Bradley & Son's Inc, a California Corporation on October 12, 2020 for the Groundwater Monitoring Well Destruction and Replacement. The scope of work included destruction of three existing monitoring wells and relocating three new wells. Staff has reviewed and inspected the Project and found it to be within substantial conformance with the Project Plans and Specifications.

The Project included some retesting/monitoring of well #2 that required cost adjustments resulting in a final project amount of \$90,644.71. Originally, in 2020-21 budget, the City budgeted \$75,000 for the entire project. City staff requested City Manager be allowed to make necessary budget amendments and adjustments not to exceed a total of \$90,000.

The total project costs included the following:

Mobilization - \$15,000.00
Borehole Drilling - \$11,715.00
Electric Logging - \$9,600.00
Casing - \$2,680.00
Gravel envelop & Bentonite seal-\$8,415.00
Concrete Seal-\$7,750.00

Well development /monuments-\$7,500.00
Well excavation/abandonment-\$10,800.00

Well Project - \$73,460.00
Consulting services-\$16,755.61
Advertisement-\$429.10
Total-\$90,644.71

Fiscal Impact:

Originally, the City budgeted \$90,000 in the 2020-21 Capital Improvement Plan to destruct and replace three groundwater monitoring wells. The project went slightly over budget by \$644.00. The \$644 will be paid for with available Wastewater Enterprise Funds.

Attachment:

1. Notice of Completion
2. Notice of Acceptance

Recording Requested By: CITY OF WASCO Maria Martinez, City Clerk	
When Recorded Mail to: City of Wasco 746 8 th Street Wasco, CA 93280	

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

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

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

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

Names

Addresses

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

Names

Addresses

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

8. The work of improvement completed is described as follows: Destruction and Replacement of Groundwater Monitoring wells.

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bradley & Sons

10. The street address of said property is: 5410 7th street

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

and is described as follows:

Land use Area ,South/West of Wastewater treatment facility located at 5410 7th St.

8/3/2021

Date

Alexandro Garcia., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

08/03/2021, City of Wasco, CA

Date and Place

Alexandro Garcia., Mayor, City of Wasco



Public Works

(661) 758-7271 Fax (661) 758-1728

801 Street, Wasco, CA 93280

www.cityofwasco.org

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Bradley & Sons
3. Surety of Faithful Performance and Labor and Material Bond: Nationwide Mutual Insurance Company
4. Contract For: Destruction and replacement of groundwater monitoring wells
5. Date of Contract: October 12, 2020
6. Date of Completion: January 6, 2021

I, Biridiana Bishop, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on February 16, 2021.

Biridiana Bishop
Public Works Director
City of Wasco



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Biridiana Bishop, Public Works Director

DATE: August 3, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute the Award of a Professional Services Agreement with Lechowicz & Tseng in the amount of \$49,510 and allowing the City Manager to execute Contract Amendments in an amount not to exceed an aggregate of \$20,000 for the Water and Sewer Rate Study.

Recommendation:

Staff recommends adopting a resolution authorizing the City Manager to sign and execute the award of a professional services agreement to conduct a Water and Sewer Rate Study.

Discussion:

The City of Wasco is faced with escalating costs and increasing regulatory requirements from both the State and Federal level governments. On a routine basis, adjustments must be made to rates in order to ensure appropriate revenues are available to maintain a quality level of service and compliance with regulatory requirements. The City is currently faced with the challenge of rebuilding the water well system that ties into the City's water distribution system. In addition to this, the City must plan to replace the aging water distribution infrastructure in the ground. The City is also faced with challenges in maintaining the sewer collection system. Recently, the City established a sewer and stormwater collection system maintenance program that must be accounted for in the rate models. The Wastewater Treatment Plant is also in need of undergoing large capital projects over the next five years. In order to perform the work needed to ensure the City can continue to provide a quality level of service and meet regulatory requirements, it must ensure that the appropriate revenues are being collected.

The City last performed a sewer rate study in 2007, making it 14 years since the last study was conducted. The last rate study performed for Water was in 2015; however, rates have not been adjusted since 2017.

The project was advertised for bids on June 20, 2021. On July 20, 2021, the City of Wasco received three proposals by the deadline and confirmation that two proposals had been

mailed with an expected delivery date of July 20, 2021, by 10:30 a.m. from the following consultants:

FIRM	BID TOTAL
RDN, Robert D. Niehas, Inc.	\$45,400
HF&H Consultants, LLC	\$90,338
NBS	\$49,600
Lechowicz & Tseng	\$49,510
Willdan Financial Services	\$39,790

Although two of the five respective proposals were received after the established deadline, the firms who mailed their proposals had a postmarked date of July 19, 2021, with an expected delivery time of 10:30 a.m. on July 20, 2021. FedEx delayed the delivery, and proposals were not received until 3:55 p.m. on July 20, 2021. Per Section IX of the RFP, the City reserves the right to make the selection based on its sole discretion, postpone the contract start date for its own convenience, reject any and all proposals, and waive informalities and irregularities in the proposals. After consulting with legal, it was determined that because the RFP is for special services, the rules relating to bidding on public contracts would not apply. It was recommended that the Public Works Director draft a memo to place in the file indicating why the extended time was granted for the proposals received after the deadline. Attached to this report is the Public Works Director's memo.

After reviewing all 5 bid submittals and interviewing 4 of the consulting firms, the staff has determined that Lechowicz & Tseng Municipal Consultants is the most qualified and appropriate proposer to conduct the water and sewer rate studies. Although originally, Lechowicz & Tseng scored second highest based on the written proposal, after interviewing the firms, staff identified that Lechowicz & Tseng Municipal Consultants had the most well-rounded proposal best suited to meet the City's needs. The firm is small and specializes in small public agencies with populations less than 30,000. In addition, the firm provides unique approaches to public outreach.

The City may utilize Lechowicz and Tseng Municipal Consultants to print and mail required Prop 218 hearing notices; therefore, the staff is requesting authorization for the City Manager to execute contract amendments in an amount not to exceed an aggregate of \$20,000. The agreement was drafted by the City Attorney and has been reviewed by Lechowicz & Tseng.

Fiscal Impact:

The City originally budgeted \$50,000 in the 2021-22 FY operating budget. The proposed consultant's proposal falls within this budgeted amount. Should any contract amendments take place, the additional costs will be paid for by available funds from the Water and Wastewater Professional Services Funds. Water and Sewer rate studies will be paid for by the Water Professional Services Fund and the Wastewater Professional Services Fund.

Attachments:

1. Bid Results
2. Request for Proposal with Addendum #1
3. Scoring Results
4. Memo from Public Works Director
5. Resolution
6. Agreement



City of Wasco Bid Results

Date: 7/20/2021

Bid Package-Project Description:

Water and Sewer Utility Rate Study

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
RDN Robert D. Niehas, INC.	7/19/2021	9:55 AM	2:01 PM	\$ 45,400.00	X	N/A
HF&H Consultants, LLC.	7/19/2021	11:50 AM	2:01 PM	\$ 90,338.00	X	N/A
NBS	7/19/2021	9:55 AM	2:02 PM	\$ 49,600.00	X	N/A
Lechowicz & Tseng Municipal Consultants	7/20/2021	3:55 PM	7/21/2021 10:57	\$49,510.00	X	N/A
Willdan Financial Services	7/20/2021	3:55 PM	7/21/2021 10:57	\$39,790.00	X	N/A

City of Wasco
Deputy/ City Clerk



Public Works Department Request for Proposal

Water and Sewer Utility Rate Study

Issued On: June 20, 2021

Proposals Due: July 20, 2021 at 2:00 p.m.

(Late proposals will not be accepted.)

Contact:

Biridiana Bishop, Public Works Director

bibishop@cityofwasco.org

Section I. Introduction

The City of Wasco is soliciting proposals from qualified and licensed consultants to provide water and sewer utility rate study services to the Department of Public Works. All necessary and anticipated costs should be included in the proposals.

Copies of this Request for Proposal are available and may be requested from the City Clerk by emailing cityclerk@cityofwasco.org. All addenda related to this procurement will be posted on the City's website at www.cityofwasco.org.

Section II Definitions

Term	Definition
Proposer; Consultant	Any person or company submitting a proposal in response to this Request for Proposal
City	City of Wasco
City Council	City Council for the City of Wasco
Proposal	A Proposer's document in response to the City's RFP
RFP	This Request for Proposal "Water and Sewer Utility Rate
Successful Proposer	The proposer that is selected by the City of Wasco through this Request for Proposal process to provide the service specified in the Scope of Service herein

Section III Attachments

- Attachment A-2020-21 Water and Sewer Rate Study Scope
- Attachment B-Proposal Pricing Form
- Attachment C-Reference List
- Attachment D-Sample Agreement for Professional Services.

Section IV Timeline

Action	Date
RFP Release Date	June 20, 2021
Deadline for questions/clarifications	June 30, 2021 3:00 PM
Answers to questions released	July 7, 2021
RFP Submittal Deadline	July 20, 2021 by 2:00 PM
Successful Proposer Notification	Month of July 2021
Contract Award	Month of August 2021
Notice to Proceed	Month of August 2021

Section V Instructions to Proposers

A. *Examination of Proposal Documents*

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct.
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price so that City may accomplish its goal of a sound economical operation and RFP;
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries and the Proposer will provide any and all related documentation in a timely manner.
- Proposed acknowledges that the City has the right to reject all bids if deemed necessary.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

B. *Required Proposal Submission Documents*

As a part of their proposal submission, Proposers shall submit the following documents.

Documents to Submit	Comments
Proposal Binding Statement	Must be filled out completely and signed
Proposal Pricing Form	Must be filled out completely and signed
Project Team and Resumes	Must identify project team and attached resumes
Reference List	Must be filled out completely
Agreement for Profession Services	Include any exceptions to the City's agreement
Addenda, if any	Must be signed

C. Proposals Submittal Deadline and Location

Proposals are due on or before **Tuesday, July 20, 2021 at 2:00 PM PST**.
Proposer shall hand deliver or mail three (3) copies of its proposal in a sealed envelope to:

City of Wasco
Attn: City Clerk
746 8th Street
Wasco, CA 93280

Sealed proposals must bear the Proposer's name and address and be clearly marked: **"CITY OF WASCO PROPOSAL FOR WATER AND SEWER UTILITY RATE STUDY"**

Late Proposers will not be considered.

D. Withdrawal of Proposals

Any Proposer may withdraw his or her proposal by written request, addressed to the City contact specified in Section XV at any time prior to the Proposal Submittal Deadline.

Section VI Scope of Services

See Attachment A for scope of services.

A. Term

The successful Proposer will be awarded an agreement that shall expire upon successful completion of all services.

B. Invoicing

Consultant will submit monthly invoices to; City of Wasco, Attn: Biridiana Bishop, Director of Public Works, City of Wasco, 746 8th Street, Wasco, CA 93280.

C. Payment

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the proposal or as negotiated between the Successful Proposer and the City.

Payment will be made within 30 days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

D. City of Wasco Business License

The Successful Proposer must either possess a current, valid City of Wasco business license or have submitted a City of Wasco business license application and fee at the time of contract award. Business License information can be found on the City of Wasco website.

E. Proposal Cost

The consultant must complete, sign and submit Attachment B – Proposal Pricing Form with Consultants proposal. All pricing must be inclusive, and include all labor, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided; and provide City staff with tools to negotiate the final cost.

The Consultant acknowledges that by submitting a proposal, the Consultant's proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

Section VII Terms and Conditions

The terms and conditions set forth in Attachment D – Sample Agreement for Professional Services will apply to any contract resulting from this RFP.

Section VIII Review and Selection Process

City staff will evaluate the Proposals based on the following criteria with a maximum score of 100:

- Quality and completeness of Proposals - 10
- Quality, performance, and effectiveness of service to be provided by the Proposer - 25
- Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity - 20
- Cost to the City (Proposal price alone will not be the sole determining factor) - 15
- Proposer's ability to perform the work within the time specified - 10
- Proposer's prior record of performance (including safety record) with City or other entity - 10
- Proposer's compliance with applicable laws, regulations, policies, (including City Council Policies), guidelines and orders governing prior or existing contracts performed by Proposer – 10

Section IX Rights of the City

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Approve or disapprove the use of sub-consultants;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

Section X No Collusion

By submitting a proposal, each Proposer represents, warrants, and guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude the City from obtaining the lowest possible competitive price from a qualified proposer so that the City may accomplish its goal of a sound economical operation.

Section XI Fair Dealing/Conflict of Interest

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award to subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee

of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

Section XII Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

Section XIII Questions regarding the RFP

Should discrepancies or omissions be found in the RFP or should there be a need to clarify this RFP, question regarding this RFP must be put in writing and received by the City contact person identified in Section XV no later than June 30, 2021, 3:00 PM PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or correction of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

Section XIV Contact Person

Inquiries relating to this RFP and the required services should be made in writing to:
Biridiana Bishop, Director of Public Works

City of Wasco
746 8th Street
Wasco, CA 93280
bibishop@cityofwasco.org

Please submit all pages of the RFP as it relates to this Proposal. Please turn in all pages.

ATTACHMENT A -2020-2021 WATER AND SEWER RATE STUDY SCOPE

Study Objective

The Public Works Department is looking to meet the following objective through this study:

1. Create a 10-year financial plan model for the potable water and wastewater services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding and debt service costs.
2. A cost of service analysis for each service that fairly and equitably distributes costs across customer classes in compliance with Proposition 218, Proposition 26 and other state and federal regulations.
3. A five-year rate schedule that maintains the budget structure for potable water and wastewater services, maintains the required coverage for Debt Service covenants, accounts for annual CPI adjustments and allows for the accumulation of reserves for future capital and infrastructure replacement.

Scope of Services

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objective defined above and reasoning behind such an approach.

1. Conduct an in-person kick off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will also need to prepare a data requirements list that will be discussed during the meeting.
2. Develop a 10-year financial plan model for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.
3. Prepare a cost of service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, CPI adjustments, capital improvements, and debt service. The analysis must ensure that rates and charges are defensible and comply with the requirements of Proposition 218, Proposition 26 and other regulations.
4. Provide a comparative analysis that illustrates how City of Wasco's rates compare in cost to neighboring utilities at a minimum this list should include, Shafter, Delano, McFarland, Bakersfield and Arvin.

5. Recommend rate and fee structures for potable water and sewer utilities that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider; current and future operations and maintenance costs, projected demands, water supply and capital improvement requirements.
6. Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for expansion of service as a result of new development.
7. Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by City staff.
8. Conduct rate workshops with staff and City Council.
9. Develop the Proposition 218 notice of public hearing and present the study to the City Council and the public at the Proposition 218 hearing. Conduct a minimum of two (2) community meetings to inform the public of any rate changes prior to the Proposition 218 hearing.
10. The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.

ATTACHMENT B – BINDING STATEMENT

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline

Company:_____

Address:_____

Contact Person:_____

Telephone:_____ Email:_____

Signatures for Proposer

If INDIVIDUAL, sign Below
(show Names of Non-signing Officers)

If CORPORATION, sign Below

Signature Date

A CORPORATION

Post Office Address

Name of State Where Chartered

Signature Date

If PARTNERSHIP, sign Below
(Show Names of non-signing Partners)

PRESIDENT Date

Name of Partners

SECRETARY Date

Signature Date

TREASURER Date

Post Office Address

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. PLEASE TURN IN ALL PAGES.

ATTACHMENT C – PROPOSAL PRICING FORM

Proposer should provide a not to exceed amount per task, to be based on hourly labor rates. The not to exceed amount determination should be all inclusive and include any incidental costs, such as transportation fees.

Task	Task Description in Brief	Fee	Estimated time to Complete Task
1	In person kick off meeting, data list request		
2	Draft and Final 10 Year Financial Plan Model		
3	Cost Service analysis by Customer Class		
4	Comparative Rate analysis to neighboring utilities		
5	Recommend rate and fee structures		
6	Review impacts of projected new development and		
7	Draft and Final reports-document of record		
8	Conduct Rate workshops		
9	Develop and present the Proposition 218 notice of Public		
10	Additional tasks, meetings and/or webinars deemed		

Please submit your hourly labor rate schedule by classification.

Please submit your travel rates, if applicable.

ATTACHMENT D – PROJECT TEAM AND RESUMES

Include a 1-2 page overview of the entire project team. The overview shall include the following information:

- Project Team Names and Titles
- Experience and Technical Competence of Project Team Members
- Methods Proposed to Accomplish the Work
- Knowledge and Understanding of the Scope of Work
- Project Organization and Key Personnel
- Role and Responsibilities of Key Personnel

Provide current resume of key personnel as attachment to overview.

ATTACHMENT E – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant's work performance.

REFERENCE# 1

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 2

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 3

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

ATTACHMENT F – AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 2021, by and between the CITY OF WASCO ("City") and _____, ("Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to conduct a water and sewer utility rate study as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby hires Consultant to perform the Services under the terms and conditions described hereinafter.
3. Consultant shall provide the Services on a time and materials basis using the hourly labor rates shown in the budget table described in Exhibit "B" attached hereto and by this reference made a part hereof but which shall not exceed \$_____ (the "Fee"). The Fee shall be allocated among the various tasks to be performed as more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof. The Fee shall be calculated based on the number of hours expended and the billing rate or rates for the names of the employees performing the Services described in Exhibit "B". City shall pay Consultant based on invoices submitted by Consultant no more often than monthly. The invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees performing the Services, and the number of hours expended, provided, however, that no such invoice shall include Fee for Services not yet performed. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims. All costs billed in any invoice shall be itemized and describe how the cost was incurred and include copies of receipts where

applicable. City shall have the right of reasonable review and approval of the costs.

4. The Services shall be completed no later than 120 days from the date of a notice to proceed from City. Either party may terminate this Agreement at any time by giving the other party ten days prior written notice, provided that in such event Consultant shall be entitled to payment for those services rendered through the date of termination, provided satisfactory to City.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilpersons, employees and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, to the extent arising out of or in any way connected with any negligent act or omission or any willful misconduct by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and shall specifically designate all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without thirty days prior written notice to City.

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

8. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (b) when delivered by United States Mail,

Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission or (e) when sent by electronic mail ("email") addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280 Fax (661) 758-7239, Email – schurlbert@cityofwasco.org; _____, _____, _____ – Email: _____, Fax - _____. Any party may change its address or fax number 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. The parties agree that a facsimile or electronic version of this fully executed 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 Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All documents, reports, information, data, exhibits, maps, tables, charts, and all other matters generated by Consultant shall be the property of City and Consultant hereby assigns its copyright to same to City and shall be delivered to City upon demand without additional costs or expense to City.

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

SCOTT HURLBERT, City Manager
City of Wasco, California, "**City**"

Name: _____
Its _____



ADDENDUM 1
CITY OF WASCO
WATER AND SEWER UTILITY RATE STUDY

July 8, 2021

To: Request for Proposal Holders of the Referenced Project

From: The City of Wasco

Note: Please read, SIGN IMMEDIATELY and attach to bid documents!

Bids submitted without signed Addendum will be rejected except as otherwise described in the Request for Proposals

Thank you for your interest in this project. Please note the following:

1. **Question:** The Water and Sewer Utility Rate RFP lists "in-person kickoff meeting" under the scope of services. It would be great if you can help clarify whether virtual meetings could be planned in lieu of in-person meetings.

Answer: The proposer may plan for virtual meetings with staff; however, should plan on attending City Council meetings and public workshops in person.

2. **Question:** Does the City have a budget for this project?

Answer: The City has a budget of \$50,000 to complete the rate studies.

3. **Question:** For cost proposal purposes, should we assume we will need to attend all rate workshops with the public and all City Council meetings in person?

Answer: Yes.

4. **Question:** Is the City interested in other water rate structure options such as tiered water rates and/or drought rates?

Answer: Yes.

5. **Question:** With our team operating with limited on-site staff due to the COVID-19 pandemic, would the City allow for e-mail submission of this proposal?

Answer: No, all proposals must be mailed or hand delivered in a sealed envelope to the City Clerk's office at 746 8th Street, Wasco, CA 93280 in accordance with RFP instructions.

6. **Question:** Are the current sewer rates available?

Answer: Yes, please see attachment to the Addendum.

7. **Question:** Are there any concerns with the current rate structure that the City would like to see addressed as part of this new study?

Answer: The rates have not been updated since 2007 for sewer and the City has immediate and long term needs in this department. For water, it would be helpful to evaluate the current base consumption levels for residential accounts. The overall concern associated with water is to ensure rate structures parallel water conservation efforts.

8. **Question:** When is the date you'd like to have the new rates implemented by? When do you envision the final Prop 218 public hearing being conducted?

Answer: Implemented no later than April 1, 2022. The Prop 218 hearing would need to be conducted in a timely manner to allow for implementation no later than April 1, 2022.

9. **Question:** Are "wet" signatures required on the proposal and forms or will electronic signatures suffice?

Answer: Electronic signatures will suffice.

10. **Question:** Please clarify if proposers must acquire a City of Wasco business license before submitting a proposal or if the successor bidder may procure a business license after notification but before the contract is finalized.

Answer: A City of Wasco business license is required if proposer is awarded the contract for services. A City business license is not required to submit a proposal.

11. **Question:** Section XIV of the RFP states "**Please submit all pages of the RFP as it relates to this Proposal. Please turn in all pages.**" We assume that this means that all portions of the response to the RFP, including all required forms, must be submitted. Please verify.

Answer: This is correct.

12. **Question:** The city's CIP shows indicates significant planned water infrastructure investment. Is the city pursuing any grant funding for water infrastructure improvements?

Answer: The City has submitted an application to the State Revolving Fund requesting a loan and continues to monitor grant opportunities.

13. **Question:** What is the City's desired number of in-person meetings? From the RFP it appears the City requests a minimum of four - #1) kickoff, #2) community meeting 1, #3) community meeting 2, and #4) Prop 218 hearing.

Answer: The City is requesting a minimum of four meetings. The proposer has the option to host the kick off meeting with staff on a virtual platform. All other meetings must be in person.

14. **Question:** Would the City like assistance printing and mailing the Prop 218 notices?

Answer: If the cost do not outweigh the benefit. Including this as an option in your proposal is encouraged but not required.

15. **Question:** For the task "Review impacts of projected new development," would the City like the consultant to review connection fees as well as rates?

Answer: No, connection fees will not be reviewed as part of this rate study.

16. **Question:** Should Attachment A - 2020-2021 Water and Sewer Rate Study Scope be attached and included in the proposals?

Answer: No.

17. **Question:** Regarding Attachment F - Agreement for Professional Service, should Attachment F be filled out and included in the proposals or should only exceptions to the agreement be noted?

Answer: Only exceptions to the agreement should be noted.

Proposer shall sign this Addendum (#1) to acknowledge receipt of the Addendum #1 and enclose the signed copy of this Addendum with the bid.

Proposer's Signature

Date

ATTACHMENT "A"
SEWER RATES

SEE NEXT PAGE

ORDINANCE NO. 07- 533

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO
AMENDING CHAPTER 13.14, SECTION 13.14.020 OF THE WASCO MUNICIPAL CODE
ESTABLISHING **SEWER** SERVICE RATES**

WHEREAS, Government Code Section 54344 authorizes the City Council ("City Council") of the City of Wasco ("City") to establish and fix sewer service rates and charges for sanitary sewer facilities and related services; and

WHEREAS, the City has identified the parcels upon which the sewer service rates and charges will be imposed, calculated the amount of the charge to be imposed on each parcel, mailed notice to all record owners of said identified parcels notifying them in writing of the amount of the proposed charges, the basis for the calculation, the reason for the charges and the date, time and location for a public hearing to be held on the matter not less than 45 days after the notice; and

WHEREAS, the City Council held the duly noticed public hearing and considered any and all protests made by owners of record of the identified parcels; and

WHEREAS, written protests against the proposed sewer service rates and charges were not presented by a majority of the owners of record of the identified parcels; and

WHEREAS, the City wishes to position the wastewater enterprise fund to support the debt service required for expansion of the wastewater treatment facilities; and

WHEREAS, the proposed sewer service rates and charges are required to cover the costs of the sanitary sewer facilities, including debt service, and to cover the operation cost of providing such services to the users thereof and the proposed sewer service rates and charges are nondiscriminatory and do not exceed the cost of providing sewer services for which the rates and charges are imposed; and

WHEREAS, the City Council deems it in the public interest to establish and fix the sewer service rates and charges as hereinafter specified; and

WHEREAS, the City's rates and charges are reflected on Sections 13.14.020 of the City's Municipal Code.

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

Section 1. The Recitals set forth above are true and correct and the City Council so finds and determines.

Section 2. In accordance with Section 6(b) of Article XIII D of the California Constitution, the City Council finds, based on information presented to the City Council on a report entitled City of Wasco Wastewater Treatment Plant Revenue Program prepared by Carollo Engineers and adopted by the City Council on March 6, 2007, which report is incorporated herein by reference, that:

1. The revenues anticipated to be derived from the sewer service rates and charges are calculated to allow the City to recover its costs and are anticipated to exceed the funds required to provide the sewer services.

2. The revenues derived from the sewer service rates and charges will not be used for any purpose other than that for which said charge is imposed.
3. The amount to be imposed on each parcel does not exceed the proportional cost of the services attributable to the parcel because it is based on flow factors per category of user and estimated costs upgrades to the sewer facilities.
4. The sewer service rates and charges will not be imposed on parcels for which sewer service is not available.
5. The sewer service rates and charges are not being imposed to provide general governmental services.


Section 3. **Adoption of Schedule.** The City Council hereby adopts the schedule of sewer service rates and charges set forth in Exhibit "A" reflecting a 37.8 percent sewer service rate increase for all sewer service rates. These rates shall be in full force and effect on the first day of the calendar month following the 30th day after the adoption of this Ordinance. The Wasco Municipal Code Chapter 13.14, Section 13.14.020 is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 4. **Severability.** The City Council hereby declares that each section, subsection, paragraph, sentence, clause and phrase of this Ordinance is severable. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall be in full force and effective 30 days after its adoption.

Section 6. **Certification and Publication.** The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause this Ordinance or a summary thereof to be prepared according to law to be published in accordance with law in a newspaper of general circulation in the City.

SIGNED AND ADOPTED this 15 of May, 2007,


Danny Espitia, Mayor

PASSED AND ADOPTED this 15 of May, 2007, by the following vote:

AYES: Espitia, Cortez, Pearson, Wegman, West

NOES: None

ABSENT: None

ABSTAIN: None


Vickie Hight, City Clerk

EXHIBIT A

13.14.020 Rate Charges

A. The charge imposed upon each residential parcel of property, dependent upon the category within which it is found in the list below, for each month, commencing the first day of the month following thirty days after its adoption, shall be as follows:

<u>Category</u>	<u>Units</u>	<u>Charge Per Unit Per Month</u>
Single-family residences	Dwelling Unit	\$23.78
Apartment/mobile home park	Unit	\$23.78

B. The charge imposed upon each commercial parcel of real property, dependent upon the category within which it is found in the list below, for each month, commencing on the first day of the month following thirty days after its adoption, shall be as follows:

<u>Category</u>	<u>Units</u>	<u>Charge Per Unit Per Month</u>
Bakery	Each	\$58.44
Ball Park	Each	\$8.71
Barber and Beauty Shops	Each	\$34.68
Bars (without dining)	Each	\$75.91
Car Wash	Each	\$92.34
Churches	Each	\$15.29
Commercial Cleaners	Each	\$129.96
Convenience Store	Each	\$17.26
Doctor and Dentist Offices	Each	\$30.35
Food Market	Per 1,000 sq. ft. or portion thereof	\$7.88
Hospitals	Per Bed	\$15.29
Laundromats	Each	\$298.70
Meeting or Convention Halls	Each	\$8.71
Mortuaries		
(a) with embalming facilities	Each	\$86.67
(b) without embalming facilities	Each	\$8.71
Motion Picture Theaters	Each	\$58.44
Office Buildings	Office Unit	\$8.71
Park (w/wading pool)	Each	\$15.29
Pool Halls	Each	\$58.44
Printing and Publishing	Each	\$13.17
Auto Repair Shops and Service Stations		
(a) without wash racks	Each	\$30.35
(b) with wash racks	Each	\$69.41
Restaurants	Establishment	\$166.61
Retail Shop	Shop	\$8.71

<u>Category</u>	<u>Units</u>	<u>Charge Per Unit Per Month</u>
Schools		
(a) grammar	Pupil (a.d.a.)	\$9.02
(b) high school/junior high school	Pupil (a.d.a.)	\$10.91

<u>Category</u>	<u>Units</u>	<u>Charge Per Unit Per Month</u>
Public Swimming Pool	Each	\$.83
Potato Shed	Each	\$1.07
Septage Receiving Station	1,800 gallons	\$91.50

C. The service charge imposed upon each industrial parcel of real property, and not classified as either residential or commercial in the two proceeding divisions, shall be determined by the following formula:

$C = 1,548.9 V + 0.63774 B + 0.50687 S$ where:

C = Annual Service Charge in dollars.

V = Annual Volume million gallons of wastewater discharged by user in the City of Wasco's sewage system.

B = Annual pound of five-day biochemical oxygen demand discharge by the user into the City of Wasco sewage system.

S = Annual pounds of suspended solids, discharged by the user into City of Wasco's sewage system.

The City of Wasco shall examine the available data in its files on the wastewater volume and characteristics on each industrial user, and its sole decision on the quantity and loadings of the wastewater shall be final.

D. The City shall collect besides the service charge in Subsection C of this section, an additional charge known as the industrial cost recovery from those industrial users which discharge either: (a) twenty-five thousand gallons per day or more of equivalent sanitary domestic wastes; or per day or more equivalent sanitary domestic wastes; or (b) toxic materials. The industrial cost recovery shall be determined by the following formula:

$C = 845.4 V + 0.1205 B + 0.06443 S$ where:

C = Annual industrial cost recovery in dollars and V, B and S are defined in Subsection C of this section.

E. Notwithstanding anything to the contrary in this chapter contained, any premises within the City of Wasco boundaries having a sewer connection, but for which a specific category or classification for sewer service charges has not been set forth above, or for any vehicle that discharges sewage or wastes to the City's sewage treatment plant, the City shall charge such premises or vehicle at a rate based on the formula shown in Subsection C of this section. The quantity and characteristics of wastewater discharged shall be estimated by the City of Wasco in its sole discretion and its determination shall be final.

Blue Cart RFP
Proposal Ranking Sheet

Firm: NBS

Ranking Criteria	Max	Scott Hurlbert	Israel Perez	Biridiana Bishop
Quality and Completeness	10	8	8	10
Quality, performance, and effectiveness of service to be provided by the proposer	25	22	20	23
Proposer's experience, including experience of staff to be assigned to the project, the engagements of similar scope and complexity	20	18	19	18
Cost to the City (Proposal price alone will not be the sole determining factor)	15	12	12	15
Proposer's ability to perform the work within the time specified.	10	9	9	9
Proposer's prior record of performance with City or other entity.	10	0	10	10
Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by proposer.	10	0	10	8
Sub-Total	100	69	88	93
Total of Ranking Officials	250			

Firm: RDN

Ranking Criteria	Max	Scott Hurlbert	Israel Perez	Biridiana Bishop
Quality and Completeness	10	8	9	9
Quality, performance, and effectiveness of service to be provided by the proposer	25	21	24	25
Proposer's experience, including experience of staff to be assigned to the project, the engagements of similar scope and complexity	20	18	19	16
Cost to the City (Proposal price alone will not be the sole determining factor)	15	12	14	15
Proposer's ability to perform the work within the time specified.	10	9	9	9
Proposer's prior record of performance with City or other entity.	10	0	10	10
Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by proposer.	10	0	10	8
Sub-Total	100	68	95	92
Total of Ranking Officials	255			

Blue Cart RFP
Proposal Ranking Sheet

Firm: HF&H Consulting

Ranking Criteria	Max	Scott Hurlbert	Israel Perez	Biridiana Bishop
Quality and Completeness	10	8	7	9
Quality, performance, and effectiveness of service to be provided by the proposer	25	21	23	24
Proposer's experience, including experience of staff to be assigned to the project, the engagements of similar scope and complexity	20	17	19	17
Cost to the City (Proposal price alone will not be the sole determining factor)	15	10	4	10
Proposer's ability to perform the work within the time specified.	10	5	6	5
Proposer's prior record of performance with City or other entity.	10	0	10	10
Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by proposer.	10	0	10	9
Sub-Total	100	61	79	84

Total of Ranking Officials 224

Firm: Lechowicz & Tseng Municipal Consultants

Ranking Criteria	Max	Scott Hurlbert	Israel Perez	Biridiana Bishop
Quality and Completeness	10	8	9	10
Quality, performance, and effectiveness of service to be provided by the proposer	25	20	24	23
Proposer's experience, including experience of staff to be assigned to the project, the engagements of similar scope and complexity	20	18	19	18
Cost to the City (Proposal price alone will not be the sole determining factor)	15	12	13	15
Proposer's ability to perform the work within the time specified.	10	9	9	9
Proposer's prior record of performance with City or other entity.	10	0	10	10
Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by proposer.	10	0		8
Sub-Total	100	67	94	93

Total of Ranking Officials 254

Willdan Financial Services

Blue Cart RFP
Proposal Ranking Sheet

Ranking Criteria		Max		Scott Hurlbert		Israel Perez		Biridiana Bishop
Quality and Completeness		10		9		10		8
Quality, performance, and effectiveness of service to be provided by the proposer		25		20		24		22
Proposer's experience, including experience of staff to be assigned to the project, the engagements of similar scope and complexity		20		19		18		18
Cost to the City (Proposal price alone will not be the sole determining factor)		15		14		14		15
Proposer's ability to perform the work within the time specified.		10		9		10		5
Proposer's prior record of performance with City or other entity.		10		0		8		8
Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by proposer.		10		0		10		8
Sub-Total		100		71		94		84
Total of Ranking Officials		249						



City of Wasco
Public Works Department
801 8th Street
Wasco, CA 93280
(661) 758-7271 phone

MEMO

To: Water and Sewer Rate Study Project File
From: Biridiana Bishop, Public Works Director
Date: July 21, 2021
Re: **Water and Sewer Rate Study Proposals**

The City last performed a sewer rate study in 2007 and a water rate study in 2015. Because the City continues to face escalating costs and increasing regulatory requirements, a request for proposal was advertised for professional services to conduct a water and sewer rate study. The project was advertised for bids on June 20, 2021. On July 20, 2021 the City of Wasco received three proposals by the deadline and confirmation that five bids had been mailed with an expected delivery date of July 20, 2021 by 10:30 a.m. Lechowicz & Tseng Municipal Consultants and Willdan Financial Services both mailed their proposals anticipating delivery by 10:30 a.m. on July 20, 2021. A delay out of their control by Fed Ex occurred and proposals arrived at 3:55 p.m. on July 20, 2021.

Per Section IX of the RFP, the City reserves the right to make the selection based on its sole discretion, postpone contract start date for its own convenience, reject any and all proposals, and waive informalities and irregularities in the proposals. After consulting with legal, it was determined that because the RFP is for special services, the rules relating to bidding on public contracts would not apply. Because it is a benefit to the City to consider all proposals for professional services, the Public Works Director accepted the two proposals which arrived passed the designated deadline. Proposals from Lechowicz & Tseng Municipal Consultants and Willdan Financial Services will be reviewed and considered for award.

Biridiana Bishop 7/21/2021

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH LECHOWICZ & TSENG
MUNICIPAL CONSULTANTS**

WHEREAS, the City wishes to contract with Lechowicz & Tseng Municipal Consultants to provide professional services for a water and sewer rate study; and

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

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

WHEREAS, Lechowicz & Tseng Municipal Consultants and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

SECTION 1: Approves the agreement with Lechowicz & Tseng Municipal Consultants.

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

SECTION 3: Authorizes the City Manager to execute contract amendments in an amount not exceeding an aggregate of \$20,000.

SECTION 4: The Agreement shall not be valid unless and until so approved by the City Attorney and Executed by the City Manager upon satisfaction of the requirements and contingencies indemnified herein.

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 August 3, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

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

AGREEMENT

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 2021, by and between the CITY OF WASCO ("City") and _____, ("Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to conduct a water and sewer utility rate study as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby hires Consultant to perform the Services under the terms and conditions described hereinafter.
3. Consultant shall provide the Services on a time and materials basis using the hourly labor rates shown in the budget table described in Exhibit "B" attached hereto and by this reference made a part hereof but which shall not exceed \$_____ (the "Fee"). The Fee shall be allocated among the various tasks to be performed as more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof. The Fee shall be calculated based on the number of hours expended and the billing rate or rates for the names of the employees performing the Services described in Exhibit "B". City shall pay Consultant based on invoices submitted by Consultant no more often than monthly. The invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees performing the Services, and the number of hours expended, provided, however, that no such invoice shall include Fee for Services not yet performed. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims. All costs billed in any invoice shall be itemized and describe how the cost was incurred and include copies of receipts where applicable. City shall have the right of reasonable review and approval

of the costs.

4. The Services shall be completed no later than _____ days from the date of a notice to proceed from City. Either party may terminate this Agreement at any time by giving the other party ten days prior written notice, provided that in such event Consultant shall be entitled to payment for those services rendered through the date of termination, provided satisfactory to City.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilpersons, employees and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, to the extent arising out of or in any way connected with any negligent act or omission or any willful misconduct by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and shall specifically designate all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without thirty days prior written notice to City.

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

8. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (b) when delivered by United States Mail,

Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission or (e) when sent by electronic mail ("email") addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280 Fax (661) 758-7239, Email: cityclerk@cityofwasco.org; _____, _____ – Email: _____, Fax - _____. Any party may change its address or fax number 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. The parties agree that a facsimile or electronic version of this fully executed 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 Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All documents, reports, information, data, exhibits, maps, tables, charts, and all other matters generated by Consultant shall be the property of City and Consultant hereby assigns its copyright to same to City and shall be delivered to City upon demand without additional costs or expense to City.

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

M. Scott Hurlbert, City Manager
City of Wasco, California, "**City**"

Name: _____
Its _____

EXHIBIT “A”

[Scope of Services]

Study Objective

The Public Works Department is looking to meet the following objective through this study:

1. Create a 10-year financial plan model for the potable water and wastewater services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding and debt service costs.
2. A cost of service analysis for each service that fairly and equitably distributes costs across customer classes in compliance with Proposition 218, Proposition 26 and other state and federal regulations.
3. A five-year rate schedule that maintains the budget structure for potable water and wastewater services, maintains the required coverage for Debt Service covenants, and allows for the accumulation of reserves for future capital and infrastructure replacement.

Scope of Services

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objective defined above and reasoning behind such an approach.

1. Conduct an in-person kick off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will also need to prepare a data requires list that will be discussed during the meeting.
2. Develop a 10 year financial plan model for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.
3. Prepare a cost of service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service. The analysis must ensure that rates and charges are defensible and comply with the requirements of Proposition 218, Proposition 26 and other regulations.
4. Provide a comparative analysis that illustrates how City of Wasco's rates compare in cost to neighboring utilities at a minimum this list should include, Shafter, Delano, McFarland, Bakersfield and Arvin.
5. Recommend rate and fee structures for potable water and sewer utilities that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider; current and future operations and maintenance costs, projected demands, water supply and capital improvement requirements.
6. Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for expansion of service as a result of new development.

7. Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by City staff.
8. Conduct rate workshops with staff and City Council.
9. Develop the Proposition 218 notice of public hearing and present the study to the City Council and the public at the Proposition 218 hearing. Conduct a minimum of two (2) community meetings to inform the public of any rate changes prior to the Proposition 218 hearing.
10. The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.

EXHIBIT "B"
[Project Budget and Hourly Rates]

Exhibit “C” [Allocation of Fee]

Proposer should provide a not to exceed amount per task, to be based on hourly labor rates. The not to exceed amount determination should be all inclusive and include any incidental costs, such as transportation fees.

Task	Task Description in Brief	Fee	Estimated time to Complete Task
1	In person kick off meeting, data list request		
2	Draft and Final 10 Year Financial Plan Model		
3	Cost Service analysis by Customer Class		
4	Comparative Rate analysis to neighboring utilities		
5	Recommend rate and fee structures		
6	Review impacts of projected new development and redevelopment		
7	Draft and Final reports-document of record		
8	Conduct Rate workshops		
9	Develop and present the Proposition 218 notice of Public Hearing		
10	Additional tasks, meetings and/or webinars deemed necessary		



July 20, 2021

CITY OF WASCO

Proposal for a Water and Sewer Utility Rate Study

909 Marina Village Parkway #135 | Alameda, CA 94501
(510) 545-3182 | www.LTmuniconsultants.com



July 20, 2021

Dear City of Wasco (City),

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal for the City of Wasco's Water and Sewer Utility Rate Study. Lechowicz & Tseng provides financial planning, Proposition 218 rate and fee studies, and management consulting to California utilities. We are a small firm that focuses on rate and fee studies for public agencies serving populations of 30,000 or fewer. We have extensive experience assisting Central Valley public agencies including the Cities of Chowchilla, Kerman, Tehachapi, and Waterford, the Root Creek Water District (Madera County), the Kings River East Groundwater Sustainability Agency (GSA), and the McMullin Area GSA. We will bring this local experience to our work with the City of Wasco.

L&T understands the key issues of this study are the continued funding of capital projects, keeping up with inflationary cost increases, and updating the rate structure to comply with new regulations.

- **Financial Analysis:** L&T analyzes revenue streams to meet immediate cash flow needs as well as fund reserves for future capital improvements. We will provide the City with a dashboard of financial variables that will clearly illustrate how various considerations such as drought, grant vs. loan funding, high vs. low growth, and high vs. low inflation among others will impact utility cash flows. As a registered municipal financial advisor, we can also conduct detailed reviews of debt obligations and debt capacity.
- **Utility Rate Design:** The City's rate structure likely requires updating to achieve compliance with conservation mandates (SB 606/AB 1668) and reporting of non-revenue water (SB 555). L&T will provide rate options such as revising or phasing-out the City's base water allotment, introducing tiers, and/or adding drought rates. Our final recommendation will achieve policy goals while considering impacts to both high and low water users. L&T has a proven track record of implementing conservation rates throughout the Central Valley.
- **Public Outreach:** Because the sewer rates have not been updated since 2007, outreach and public acceptance are critical tasks. We will take the lead in data collection, analysis, and outreach. L&T has extensive experience drafting Proposition 218 notices, educating City Council members, and explaining the need for rate adjustments.

Our proposal to conduct the rate study is attached. If you have any questions, please contact us.

Sincerely,

Alison Lechowicz, Principal and Authorized Representative
Lechowicz & Tseng Municipal Consultants
alison@LTmuniconsultants.com
510-545-3182

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FIRM OVERVIEW

FIRM OBJECTIVES

Lechowicz & Tseng Municipal Consultants is a women-owned firm founded by Alison Lechowicz and Catherine Tseng.

Our objective is to provide financial consulting and management services to local governments. Alison and Catherine have over 25 years combined experience in municipal consulting and public finance. Catherine has a background in urban planning and worked for the City of Oakland before becoming a consultant. Alison has experience working for a civil engineering firm and a background in public administration. Lechowicz & Tseng is registered with the Municipal Securities Rulemaking Board (MSRB) and Securities and Exchange Commission (SEC) as a municipal financial advisory firm. Alison holds the Series 50 (Municipal Advisor Representative) and Series 54 (Municipal Advisor Principal) qualifications.

L&T is committed to providing professional services with superior value and responsiveness. By utilizing a small team approach, our clients receive greater one-on-one attention and can be assured that the work is conducted by highly qualified professionals. Our clients are provided direct communication with the principal consultants who guide the project through each step.

SERVICES

Utility Rate & Fee Studies

Utility rate studies deriving both traditional and innovative rate structures that comply with cost of service principles and Proposition 218 requirements. Address policy goals, customer acceptance, and social influences.

Impact Fee/Capacity Charge Studies

Development impact fees and capacity charge studies that offset the cost of expanding infrastructure to serve new development without placing a burden on existing customers.

Financial Planning & Modeling

Comprehensive financial plans focused on immediate needs as well the long-term viability of agencies. Our financial models are flexible and user-friendly to allow for cash flow sensitivity analysis and to illustrate the impacts of policy decisions.

Public Approval Process

Lead informational workshops to educate the public about municipal finance. We provide start-to-finish assistance in the rate and fee approval process, including presentations to decision makers, publication of reports, and printing and mailing of notices (as applicable).

Utility Appraisal

Develop an inventory of utility assets and determine fair market value. We assist public agencies with negotiating the purchase or sale of utility property.

Expert Witness

Testify on behalf of public agencies to defend against lawsuits. We also represent public agencies as streetlight customers of California's electric utility providers in rate cases at the CA Public Utilities Commission.

SPECIALIZED EXPERIENCE

This section provides L&T's specialized experience relevant to the work requested by the City of Wasco. Herein, we have highlighted recent projects with similar agencies and our approach to financial planning, rate design, public outreach, and project management.

Experience with Similar Agencies

L&T staff have delivered rate studies to a wide range of water and sewer utilities throughout the State. Provided below is a selection of our staff's recent experience serving agencies of similar size. Detailed project references are provided beginning page 30 and in Attachment E.

AGENCY	ACCOUNTS OR PARCELS	PROJECT
City of Tehachapi	3,000	Water and Sewer Connection Fee Study (2020) Parks and Civic Impact Fee Study (2021) Community Facilities District Analysis (ongoing)
City of Kingsburg	3,600	Solid Waste Rate Study (ongoing)
City of Kerman	3,800	Water and Sewer Rate Study (2018)
City of Chowchilla	3,900	Utilities Rate Study (2020)
City of Anderson	4,000	Water Rate Study (2021)
Rio Linda/Elverta CWD	4,600	Water Rate Study (ongoing – public hearing scheduled August 2021)
City of San Fernando	5,000	Water and Sewer Rate Study (2019)
Town of Discovery Bay CSD	6,200	Water and Wastewater Rate Study (2020)
Root Creek Water District	6,800	Multiple studies since 2017

CSD – Community Services District; CWD – Community Water District

Financial Planning

Meeting the cost of service and funding the City's infrastructure are the fundamental goals of the Water and Sewer Utility Rate Study. Our financial planning task will project costs over ten years and determine the revenue requirements for each utility.

Revenue Requirements & Cash Flow Modeling

L&T conducted a preliminary review of the City's budgets and audits. As first glance, it appears the water and sewer utilities are in good financial standing. Our approach to financial planning will be to adjust rates to keep up with inflationary cost increases, ensure funding is available for capital projects, meet debt coverage requirements, and model the impacts of future water conservation. Other subtasks include allocating costs between new development (i.e. capacity driven-projects) and existing residents (i.e. repair and replacement of deficient infrastructure). To comply with Proposition 218, rates should only fund costs that provide direct benefit to current customers. Typically in our studies, we provide



Expenses	Account 401-0960-461	Amount
Employee Services	4110-4120	\$704,463
Internal Services	4544-4569	424,039
Services & Supplies	4240-4265	352,147
Water Supply	4248	7,813,487
Reallocation	4463	265,829
Capital Outlay	4385 *	1,000
Other Expense A		0
Other Expense B		0
Total		9,560,965

Note: Water supply cost is broken out from Services & Supplies and listed as a separate line item.

Note: Depreciation is not a cash expense and is not included in the financial projections.

Expense Projections

Expense Item	Annual Cost Escalator
Employee Services	5.0%
Internal Services	3.0%
Services & Supplies	3.0%
Reallocation	3.0%
Capital Outlay	3.0%
Other Expense A	3.0%
Other Expense B	3.0%

Note: Water use and wholesale water cost projections are broken out and listed below.

Example dashboard of financial variables for cash flow modeling

three planning scenarios consisting of barebones funding/low revenue increases, a fully funded/higher cost option, and a medium cost option in which most financial targets are met but longer-term, quality of life projects might be delayed. L&T will work closely with the City to determine which financial parameters are most important (meeting debt coverage, rate impacts, accumulating reserves, funding capital projects, etc.) and incorporate them into our alternatives.

We strive to develop models that easily convey information and meet all requirements of Proposition 218. We organize our cash flows based on existing budget categories to allow for the easy import or export of data between documents and to ensure that all costs of service are fully accounted for. Our financial model is designed to provide tables and charts that can be exported into presentations to give visual representations of our work. At the conclusion of the study, L&T will

provide an electronic copy of our Excel-based model to the City. Our materials are straightforward to use and contain no proprietary software.

Registered Municipal Advisor

Lechowicz & Tseng Municipal Consultants is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission (SEC). We are able to provide detailed advice regarding the timing and structure of debt and the adequacy of rate revenues to meet debt coverage requirements. We understand the City is undergoing major replacements of its wells to comply with I,2,3 TCP water quality regulations and has applied for a State Revolving Fund loan. L&T is well-equipped to advise the City regarding how the loan will impact its financial standing.

Rate Design

In our opinion, the City's biggest rate design challenge is the length of time that has passed since prior rate adjustments. We understand the City provides a base water allotment of 25 hundred cubic feet in the residential fixed charge. While this provides benefit to ratepayers, it may conflict with Senate Bill 555 that requires reporting of all non-revenue water (including water loss as well as non-billed water). Moreover, SB 606 and AB 1668 require water purveyors to gradually reduce indoor, residential water use. By 2025, urban water purveyors should achieve average indoor consumption of 52.5 gallons per day (gpd) per capita. Civil enforcement actions begin in 2027 and the ultimate target is 50 gpd per capita by 2030. The City's current water rate structure is likely incompatible with new conservation targets. One option could be to gradually reduce the water allotments and eventually begin to bill the water at a very low volume rate (provided the rate can be supported by a cost of service analysis). L&T will work with the City to review policy objectives and discuss how to phase-in any desired rate adjustments.

The City's sewer rates have not been updated since 2007 and the various rates by customer category are likely no longer aligned with how customers use the sewer system. In recent years, many agencies have reduced the number of commercial categories and adjusted fees for customers that have grease traps or participate in pretreatment programs. Options for the City of Wasco could include a limited number of customer classes (residential, multifamily, low, medium or high strength commercial) and/or volume based sewer billing.



Public Outreach

Public outreach is particularly important for this rate study because sewer rates have not been updated in many years and the water rates likely require restructuring to meet new regulations. L&T has a breadth of experience with controversial rate, fee, and tax increases and public outreach. As examples, Ms. Lechowicz assisted the Blacklake area of the Nipomo Community Services District with community outreach. The Blacklake area's previous sewer rate study was subject to majority protest and rejected by the residents. Ms. Lechowicz helped to organize a well-attended community workshop. The subsequent rate proposal received minimal protests and was implemented. Ms. Tseng has experience working with a 15-member Water Advisory Committee in the City of Davis for the adoption of a controversial rate structure. Davis has an active customer base made up of politicians, business owners, retired professors, and senior citizens.

We find that when ratepayers understand the need for fees and the basis of costs they are more accepting of increases. Our approach is to understand any "hot button" issues in your service area and respect local political sensitivities. Our final documents will stress the value of the City's services, explain why costs are increasing, and describe cost saving measures. We can draft public notices, newsletters, and web or social media postings as appropriate. L&T is happy to lead public workshops, presentations, and Proposition 218 hearings. As an optional task, we can print and mail the Proposition 218 notices.

Project Management

Our approach to our work is simple – we roll up our sleeves and get the job done. When initiating a project, it's impossible to know every twist and turn an assignment may take. Unexpected issues may arise, out of scope tasks may be required, and political sensitivities may become uncovered. L&T strives to be flexible and responsive to our clients. We remain available to take on additional tasks, coordinate between departments, agencies, and contractors, attend evening meetings, make presentations, and provide clerical support such as printing and mailing of public notices. Successful projects consist of both major deliverables and many small administrative tasks. Lechowicz & Tseng maintains high client satisfaction (including many repeat clients like the City of Tehachapi) because we take responsibility for all aspects of our assignments.

ATTACHMENT A: SCOPE

SCOPE OF SERVICES

L&T agrees to provide all tasks outlined in the City's Scope of Services. This section provides L&T's approach to each task.

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

Data Gathering

Assemble the necessary data to complete the study. The goal is to understand the City's financial standing, current rate structure, and utility billing information. A data needs list will be provided to the City prior to the kickoff meeting including the items listed below. If needed, L&T will prioritize the list and describe workarounds if data is not available.

- Recent budgets and audits
- Current fund balances
- 3 years of utility billing data
- Agreements with outside agencies
- Existing debt service schedules
- Development projections
- Capital improvements plans and master plans
- Fixed asset list (with depreciation data)

Task 2 – 10 Year Financial Plan

Determine Annual Revenue Requirements

As a first step, L&T will review current revenues. With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, sewer flows, conservation, regulatory compliance, and operational changes to ensure that all future expenses are included. L&T will work with staff to determine appropriate inflationary increases over the next 10 years.

Review Reserve Fund Targets

This subtask involves reviewing the current operating and capital reserve balances for each utility and evaluating reserve targets for emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, or other categories as appropriate. At minimum, our analysis will review the age and condition of the systems, annual depreciation costs, debt service reserves, and expenses related to emergencies.

Evaluate Debt Service Coverage

L&T will review budgets, audits, and bond disclosure documents to understand current debt obligations. We will determine current coverage ratios based on net operating revenues compared to annual debt service expenses. Our final rate recommendations will include projections for the City to meet its coverage requirements in the years to come.



Review Capital Improvement Needs

Our cash flow analysis will incorporate infrastructure projects identified by Capital Improvement Plans. Our study can evaluate the impacts of various funding scenarios, ranging from a “bare bones” option in which rates only fund critical improvements to a fully funded scenario that includes all proposed projects. We will work with the City to determine project affordability

and adjust our rate recommendations accordingly. L&T will review various financing options to fund capital needs, including pay-as-you-go/cash funding and other debt financing alternatives, such as State loans/grants, bank loans, and certificates of participation/bonds. Our final submittal for this subtask will include debt coverage calculations for both existing and proposed debt.

Develop Cash Flow Projections & Rate Increases

Annual revenue requirements and capital funding needs will be used to develop long-term cash flow projections summarizing the financial position of the utilities over the next 10 years. The cash flow projections will estimate annual rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets.

Sensitivity Analysis

Based on input from the project team, L&T will incorporate rate sensitivity analysis to determine affordability. We will determine rate impacts under various scenarios, possibly including cash funding of projects, debt funding of projects, water cutbacks, etc. Sensitivity analysis can often become an iterative process. L&T is flexible to run additional scenarios as needed.

Task 3 – Cost of Service Allocation by Class

Evaluate Customer Billing Data

We will evaluate historical and current water consumption, sewer flow, pollutant loading, and other billing data to estimate future drought and normal year water demands. A key aspect of this task is to determine the amount of water use in the base allotment and the amount of revenue collected from fixed charges versus usage rates.

Functionalize Costs

Functionalization is the allocation of expenses by major operating activities for the utilities, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. Sewer categories will consist of customer service, flow, BOD and TSS and/or other categories appropriate.

Allocation to Customer Classes

After costs have been categorized by function, expenses are then allocated to each customer class based on water demand and sewer flow and loading characteristics. The result produces fixed and variable revenue requirements for each customer class which can be recovered via fixed charges and usage rates. The allocation to customer classes will be based on American Water Works Association best practices and meet the proportionality requirements of Proposition 218. We can simplify existing classes of service to increase ease of implementing rate recommendations.

Task 4 – Comparative Rate Analysis

We will prepare a survey comparing the City's current and proposed bills to other local agencies including Shafter, Delano, McFarland, Bakersfield, Arvin, and others as requested. The survey will be summarized in tables and charts that can be used for outreach, presentations, and the final report. We will also prepare a bill comparison for different levels of water use and different customer classes.

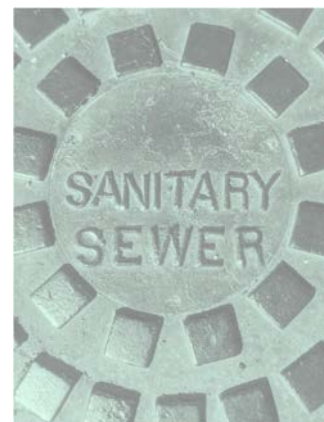
Task 5 – Rate Design

Assess Rate Structure and Customer Classifications

Review the City's current rate structures and customer classifications to assess the advantages and disadvantages of the existing systems and to determine compliance with industry standards and court rulings. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: ease of understanding, revenue stability, the impact on customer bills, public implementation, compatibility with the existing billing system, and staff effort needed for administration.

Rate Alternatives

Based on the criteria developed with staff and the cost of service analysis, we will identify alternative rate structures or modifications to the current rate structure. In particular, we understand the City is interested in evaluating base levels of water consumption and considering alternatives including tiered usage rates and/or billing the base allotment of water use. We intend to provide a detailed analysis to assess the appropriateness of desired tiers and to ensure compliance with the requirements of Proposition 218. We will determine if usage rates align with projected water sources and costs. It may be prudent to phase-in adjustments over time. For our sewer recommendations, we will fully document all underlying flow and pollutant estimates used in our analysis. We understand rates have not been updated since 2007 and may require rate structure changes. For the final study, we will present rate structure options that will both meet the City's needs and relevant legal requirements. L&T will compare all our estimates and recommendations with those used by other local entities.



Bill Impacts

Based on the recommended rate options, we will calculate the bill impacts for a sample of typical customers including both residential and non-residential customers and low and high water use/discharge customers. We will calculate the impacts to ratepayers, and if needed, develop an implementation plan to phase-in adjustments.

Develop Rate Recommendations

Based on the funding option selected and rate design adjustments, L&T will provide a plan of rate changes. The final plan will show projected rates for each customer class for each year.

Task 6 – Impacts of Development

We will review the impacts of projected new development and redevelopment on rates. Capacity-related expansion projects should be recovered from connection fees and should not be paid by existing ratepayers. L&T will evaluate the City's planning capital improvements and allocate costs between development and current residents. Current residents should pay for the rehabilitation of existing infrastructure. We will explore with the City how new growth might impact water demands and sewer flows and thus increase operating costs over time.

Task 7 – Reports & Model

L&T will submit draft summary report for City review and feedback. The first draft will provide preliminary findings and recommendations and discuss key alternatives when applicable. We will then incorporate all staff comments and update recommendations accordingly. The final report will reflect input received on drafts from staff and City Council members. Our reports are intended to serve as the administrative record for the City and will be compliant with Propositions 218 and 26. All study materials will be submitted to the City in their native format (Word, Excel, Powerpoint, etc.). L&T focuses on straightforward reports and models that easily convey information. L&T's materials do not contain any proprietary information or specialized software.

Tasks 8/9/10 – Workshops, Meetings, & Proposition 218

In total, L&T proposes four (4) in-person meetings for the rate study, with additional meetings conducted virtually. The first meeting is the kickoff meeting to be conducted shortly after receipt of the notice to proceed. L&T will conduct two in-person rate workshops with the City Council and members of the community. Topics will include rate study methodology, draft results, funding challenges, and legal requirements. We will draft the City's Proposition 218 notice of public hearing and any additional community outreach materials as needed. The final in-person meeting will be the Proposition 218 rate hearing. Additional virtual meetings will be to review preliminary recommendations and receive input from the City before submitting draft reports. L&T remains flexible to attend virtual and in-person presentations as needed to meet City needs.

As an optional service, L&T can conduct the printing and mailing of the Proposition 218 notice. We generally recommend the notice be translated into Spanish and mailed to both tenants and property owners.



DELIVERABLES

- Data request list
- In-person kickoff meeting
- Virtual progress meetings with staff and action items distributed to the project team
- Funding alternatives including debt, rate (cash) funding, and use of reserves
- 10-year Financial Plan
- Debt coverage projection
- Review of prudent reserves
- Evaluation of rate design considerations (including review of base water use)
- Final rate projections with rate alternatives
- Sample bill impacts
- Rate survey of local agencies
- Draft and final reports
- 2 Rate workshops with City Council and community members
- Proposition 218 public notice and/or educational materials
- Attendance at the Proposition 218 hearing
- OPTIONAL SERVICE: Printing and mailing of the public notice



SCHEDULE

Provided below is Lechowicz & Tseng's preliminary schedule for the Water and Sewer Utility Rate Study. L&T will take input received and revise the final report by January 2022. This draft schedule provides for the Proposition 218 hearing in March 2022 and rate implementation April 1, 2022.

PROJECT TASK	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
1. Kickoff & Data Gathering								
2. 10 Year Financial Plan								
3. Cost Allocation by Class								
4. Comparative Rate Analysis								
5. Rate Design								
6. Impacts of Development								
7. Reports & Model								
8/9/10 Meetings & Presentations	I	V	V	2	3	V	PROP 218	4

– in-person meeting or presentation; D – first draft report submitted; F – final report submitted;
V – virtual meeting or presentation

Provided below are our suggested in-person meetings. Additional virtual meetings can be added as needed. L&T remains flexible to attend the public meetings in-person or virtually.

Meeting #1	Kickoff meeting to be conducted ASAP after notice to proceed
Virtual Meeting	Progress meeting with staff to review the financial plan and cost allocation
Virtual Meeting	Progress meeting with staff to review rate design
Meeting #2	Rate Workshop 1 (review of preliminary considerations)
Meeting #3	Rate Workshop 2 (review of draft report)
Virtual Meeting	Submittal of final report; City Council authorizes Proposition 218 process
Meeting #4	Proposition 218 Rate Hearing

ATTACHMENT B – BINDING STATEMENT

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline

Company: Lechowicz & Tseng Municipal Consultants

Address: 909 Marina Village Parkway #135, Alameda, CA 94501

Contact Person: Alison Lechowicz

Telephone: 510-545-3182

Email: alison@ltmuniconsultants.com

Signatures for Proposer

If INDIVIDUAL, sign Below
(show Names of Non-signing Officers)

If CORPORATION, sign Below

Signature Date

A CORPORATION

Post Office Address

Name of State Where Chartered

Signature Date

If PARTNERSHIP, sign Below
(Show Names of non-signing Partners)

PRESIDENT Date

Alison Lechowicz and Catherine Tseng
Name of Partners

SECRETARY Date

Signature Date

TREASURER Date

909 Marina Village Parkway #135
Alameda, CA 94501

Post Office Address

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. PLEASE TURN IN ALL PAGES.

ATTACHMENT C – PROPOSAL PRICING

Proposer should provide a not to exceed amount per task, to be based on hourly labor rates. The not to exceed amount determination should be all inclusive and include any incidental costs, such as transportation fees.

Task	Task Description in Brief	Fee	Estimated time to Complete Task
1	In person kick off meeting, data list request	\$3,380	24 Hours
2	Draft and Final 10 Year Financial Plan Model	\$6,390	42
3	Cost Service analysis by Customer Class	\$4,440	32
4	Comparative Rate analysis to neighboring utilities	\$1,150	10
5	Recommend rate and fee structures	\$9,470	66
6	Review impacts of projected new development and	\$3,080	24
7	Draft and Final reports-document of record	\$10,430	74
8	Conduct Rate workshops	\$5,250	30
9	Develop and present the Proposition 218 notice of Public	\$2,630	14
10	Additional tasks, meetings and/or webinars deemed	\$3,290	22
Total		\$49,510	338

Please submit your hourly labor rate schedule by classification.

Principal Consultant: \$195/hr
Staff Analyst: \$95/hr

Please submit your travel rates, if applicable.

Not Applicable

BUDGET

The following table outlines Lechowicz & Tseng Municipal Consultants' proposed budget for this study. We remain flexible to add or subtract tasks and adjust the budget accordingly.

PROJECT TASKS	HOURS				TRAVEL COST	BUDGET
	Lechowicz	Tseng	Mills	Total		
	Project Mgr	Peer Review	Financial Analyst			
	\$195/hour	\$195/hour	\$95/hour			
1. Kickoff & Data Gathering	8	0	16	24	\$300	\$3,380
2. 10 Year Financial Plan	20	4	18	42		\$6,390
3. Cost Allocation by Class	12	2	18	32		\$4,440
4. Comparative Rate Analysis	2	0	8	10		\$1,150
5. Rate Design	26	6	34	66		\$9,470
6. Impacts of Development	8	0	16	24		\$3,080
7. Reports & Model	30	4	40	74		\$10,430
8. Conduct Rate Workshops	16	2	12	30	\$600	\$5,250
9. Proposition 218	8	2	4	14	\$300	\$2,630
10. Additional Tasks and Meetings	10	2	10	22		\$3,290
PROJECT BUDGET	140	22	176	338	\$1,200	\$49,510

BILLING RATE SCHEDULE 2021-2022

Lechowicz & Tseng's hourly rate is \$195 for principals and \$95 for staff analysts. No subconsultants are needed for this assignment. The professional time rate includes all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Printing and report binding
- Outside software development
- Automobile mileage (IRS rate)
- Courier services and mailing costs
- Special legal services

ATTACHMENT D – PROJECT TEAM AND RESUMES

Include a 1-2 page overview of the entire project team. The overview shall include the following information:

- Project Team Names and Titles
- Experience and Technical Competence of Project Team Members
- Methods Proposed to Accomplish the Work
- Knowledge and Understanding of the Scope of Work
- Project Organization and Key Personnel
- Role and Responsibilities of Key Personnel

Provide current resume of key personnel as attachment to overview.

Firm Overview

Lechowicz & Tseng Municipal Consultants (L&T) is a small Bay Area consulting firm. We specialize in providing utility rate studies to local government agencies. Our principals have over 20 years combined experience conducting water and sewer financial planning and rate projections. Key qualifications of our firm include:

Nature of firm: small, Bay Area firm serving public agencies exclusively located in California

Services: Utility Rate & Fee Studies, Financial Planning, Capacity Fee Studies, Utility Appraisal, Expert Witness, Public Approval Process

Size of firm: three staff members

Location of office: Alameda, CA

Management staff: Alison Lechowicz and Catherine Tseng

Focused on Small Public Agencies

Nearly all of our rate studies in recent years have been for agencies serving populations of 30,000 or fewer. We understand the administrative burden of the rate study process and will take the lead in Proposition 218 implementation.

Registered Municipal Financial Advisor

L&T is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission (SEC). Our knowledge of municipal finance will assist in providing a detailed review of the City's current and future potential debt and inform our financial planning tasks.

Experience with Conservation Rate Structures

Subsequent to the San Juan Capistrano court case, volume rates, tiered pricing, and conservation rates are under increased scrutiny in California. L&T has extensive experience with a variety of rate structures. Our approach is to evaluate current levels of consumption in the City of Wasco for each customer class and compare with the existing water allotments. Most likely the City's current rates do not comply with Senate Bill 555 that requires reporting of all non-revenue water (including non-billed allotments). Moreover, SB 606 and AB 1668 require eventual reductions in indoor water use. L&T will guide the City through compliance with these regulations.

Employer Identification Number (EIN): 82-0928239
California Small Business Number: 2006322
Municipal Securities Rule Making Board: K1236

Management Team

Alison Lechowicz will serve as the Principal-in-Charge and main contact person. Catherine Tseng will provide peer review and Sophia Mills will serve as financial analyst. No subconsultants are needed for this assignment.

Alison Lechowicz

PRINCIPAL – MAIN CONTACT PERSON



QUALIFICATIONS

14 years consulting experience
Master of Public Administration
Testified as an expert witness at the
CA Public Utilities Commission
Series 50 – Municipal Advisor
Representative Qualification
Series 54 – Municipal Advisor
Principal Qualification

Project Manager

Funding alternatives and cash
flow projection
Rate recommendations
Public presentations

Catherine Tseng

PRINCIPAL

QUALIFICATIONS

14 years consulting experience
Master of Urban Planning
Bachelor of Architecture

Peer Review

Methodological review
Review of draft and final reports



Alison Lechowicz



alison@
LTmuniconsultants.com



(510) 545-3182



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 14 years consulting experience: 4 years Co-founder and Principal at L&T Municipal Consultants, 7 years as Principal and Financial Analyst at Bartle Wells Associates, 3 years as Financial Analyst at Carollo Engineers
- Testified as an expert witness at the CA Public Utilities Commission in electric rate cases of Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric
- Municipal Securities Rulemaking Board, Series 50 – Municipal Advisor Representative
Series 54 – Municipal Advisor Principal

EDUCATION

- **Columbia University**
Master of Public Administration
- **University of California, Berkeley**
Bachelor of Science
Conservation & Resource Studies

REPRESENTATIVE ASSIGNMENTS

City of Kerman: Completed a water and sewer rate study for the City. Updated winter water use estimates for single family residential sewer rates. Phased-out discounts for multifamily sewer customers.

Town of Discovery Bay: Long-serving financial consultant for the Town having conducted multiple water and sewer rate studies and capacity fee studies. Assisted the Town in recovering costs for new wastewater regulatory requirements.

Root Creek Water District (Madera County): Financial plan for the District's groundwater basin and agricultural water service. Water, sewer, and storm drain rates and development fees for municipal service.

Stege Sanitary District (Contra Costa County): Sewer rate and connection fee study. Conducted extensive review of water usage patterns to determine flow rates of customer classes. Proposed a 5-year phase-in for a new multifamily rate.

Templeton CSD (San Luis Obispo County): Completed a water and sewer rate study. Conducted an analysis of the District's four water sources, determined the marginal cost of each source, and assigned each source to a water rate tier. Evaluated the transition of the District from regional wastewater treatment to local treatment.

City of Tehachapi: Water and wastewater connection fee study. The wastewater fee study included localized fees for various sewer trunk lines throughout the City. Recently completed a parks and recreation development impact fee study as well as a civic impact fee study based on a 20 year planning horizon.

Provided below is a sampling of Alison Lechowicz's project experience since 2010. Prior to 2010, Ms. Lechowicz worked for a civil engineering firm conducting financial analysis for master plans.

CLIENT	PROJECT	DATE COMPLETED
City of Alameda	Sewer Financial Plan and Rate Study	May 2015
City of Anderson	Water and Sewer Rate Study	February 2021
Town of Apple Valley	Water System Acquisition Feasibility Analysis	July 2011
City of Berkeley	Sanitary Sewer Rate Study	June 2015
City of Carmel-by-the-Sea	Bond Refinancing	October 2010
CA City County Street Light Association	Rate economist and expert witness	March 2010 to present (ongoing)
City of Chowchilla	Water, Sewer, Storm Drain, and Solid Waste Rate Study	June 2020
City of Chula Vista	Wastewater Capacity Fee Study Salt Creek Sewer Basin Impact Fee Study Depreciation Review	May 2014 June 2015 July 2018
City of Clovis	Water User Rates and Fee Study	February 2016
City of Colfax	Sewer Rate Affordability Review	June 2010
City of Colusa	Development Impact Fee Study Water System Valuation	June 2011 September 2014
Contra Costa Water District	Water Rate Study	February 2015
City of Cotati	Water and Sewer Rate Study	February 2013
Town of Discovery Bay	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2012
City of Emeryville	Sewer Rate Study	November 2016
City of Hemet	Water and Sewer Rate Studies and System Valuations Water Fund Rental Fee Analysis	July 2015 August 2018
Home Gardens Sanitary District	Sewer Rate and Capacity Fee Study	May 2015
Indian Wells Valley Water District	Bond Refinancing	December 2012
Irish Beach Water District	Capital Improvement Assessment	March 2011
City of Kerman	Water and Sewer Rate Study	October 2018
Kings River E. GSA	Groundwater Fee Study	February 2018
City of Lancaster	Streetlight Valuation	June 2014
City of Lindsay	Water Rate Study	June 2015
McMullin Area GSA	Groundwater Fee Study	June 2018

CLIENT	PROJECT	DATE COMPLETED
Napa Berryessa Resort Improvement District	Water and Sewer Assessment	July 2012
Newhall County Water District	Water Rate Litigation Support	November 2012
Nipomo CSD	Blacklake Sewer Rate Study	January 2019
Novato Sanitary District	Capacity Fee Study Sewer Rate Study	March 2016 April 2016
City of Palmdale	Sewer Service Charge Analysis	May 2011
City of Rio Dell	Wastewater Rate Study	May 2014
Rio Linda Elverta Community Water District	Water Rate Study	Ongoing
Root Creek Water District	Water, Sewer, and Storm Drain Rate Study and Financial Plan On-call consulting services	April 2016 Ongoing
San Diego County Water Authority	Cost Allocation Review	May 2011
City of San Fernando	Water and Sewer Rate Study	December 2019
San Joaquin County	Utility Appraisal	November 2018
City of Santa Clarita	Sewer Maintenance Feasibility Study	June 2014
Saticoy Sanitary District	Bank Loan Financing	September 2013
South Tahoe Public Utility District	Sewer Bond Refunding	September 2012
Stege Sanitary District	Multiple sewer rate and connection fee studies	Multiple studies since 2010
Sunnyslope County Water District	Water and Sewer Bond Refinancing	October 2014
Tahoe Truckee Sanitation Agency	Sewer Fee Ordinance Review	May 2010
City of Tehachapi	Water and Sewer Connection Fee Study Parks and Civic Impact Fee Study	February 2020 March 2021
Templeton CSD	Water and Sewer Rates and Capacity Fee Study Parks and Fire Impact Fees	November 2018
Triunfo Sanitation District	Water Infrastructure Financing Automated Meter Financing	February 2011 May 2014
Tulare Lake Drainage District	Project Financing Project Financing	March 2012 January 2013
City of Waterford	Sewer Rate Study	June 2019
City of Winters	Water and Sewer Rate Study	Ongoing

Catherine Tseng



catherine@
LTmuniconsultants.com



(510) 858-9228



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 4 years Co-founder and Principal at L&T Municipal Consultants
- 10 years prior consulting experience: Vice President at Bartle Wells Associates
- 2 years civil servant: City of Oakland
- Specializes in utility rates, capacity charge, and financing plans for public works projects, and Proposition 218 compliance

EDUCATION

- **Columbia University**
Master of Urban Planning
- **University of California, Berkeley**
Bachelor of Arts
Architecture

REPRESENTATIVE ASSIGNMENTS

City of San Fernando: Water and sewer financial plan and rate study and Proposition 218 printing and mailing. Offered rate options to meet affordability criteria including funding of only high priority projects.

City of Davis: Water financial plan and rate study assessing various conservation-oriented water rate structures and developed drought surcharge. Worked closely with citizens' advisory committee to develop recommendations to City Council.

City of Vacaville: Cost of service water rate study to eliminate operating deficit and implemented water conservation surcharge to recover lost revenue.

City of Chowchilla: Completed a water, sewer, storm drain, and solid waste rate study. Rates will support the City's recent bond issuances and overcome prior deficit spending for the solid waste enterprise.

Sausalito-Marin City Sanitary District: Wastewater Facilities Financial Plan to fund capital projects and reconcile past expenses. Developed multiple funding strategies for contract negotiations with a partner agency.

City of Menlo Park: Water rate study to fund wholesale water rate increases and drought surcharge implementation. Water capacity charge study.

Provided below is a sampling of Catherine Tseng's project experience since 2006.

CLIENT	PROJECT	DATE COMPLETED
Alameda County Water District	Water Development Fee Study	January 2012
City of Anderson	Water and Sewer Rate Study	February 2021
Armona Community Services District	Water and Sewer Rate Study	March 2008
City of Benicia	Raw Water Rate Study and Update Water Rate and Connection Fee Study and Update Drought Rate Study	August 2013 and Sept 2015 February 2013 September 2014
Big Bear Area Regional Wastewater Agency	Wastewater Rate Study	
Big Bear City Community Services District	Water, Sewer, and Solid Waste Rate Study	May 2015
City of Chowchilla	Water, Sewer, Storm Drain, and Solid Waste Rate Study	June 2020
Coastside County Water District	Water Financing Plan Water Rate Study	August 2009 January 2010
Crestline Sanitation District	Wastewater Rate Study	June 2015
City of Davis	Water Rate Study Water Rate Study Update	March 2013 September 2014
Diablo Water District	Water Bond Financing Bond Refinancing	August 2010 April 2013
El Dorado Irrigation District	Development Impact Fee Study Water Rate Study	October 2008 January 2009
Elk Grove Water District	Water Financial Plan and Rate Study	December 2007
Fairbanks North Star Borough	Bond Refinancing	November 2011 and September 2013
City of Glendale	Water Rate Study	May 2015
Town of Hillsborough	Water and Sewer Rate Study	December 2006
City of Hanford	Water Financing	December 2007
Humboldt Bay Municipal Water District	Water Financial Plan	April 2011
Indian Wells Valley Water District	Water Rate Study Bond Financing Water Rate Cost of Service and Development Impact Fee Study	January 2007 August 2009 January 2012 and 2015
City of Menlo Park	Water Rate Study Recycled Water Analysis	May 2015 October 2015
Mid-Peninsula Water District	Water Rate Study	June 2015

CLIENT	PROJECT	DATE COMPLETED
Montara Water & Sanitary District	Water and Sewer Rate Studies	Multiple studies since 2006
Montecito Water District	Drought Rate Study	February 2015
Novato Sanitary District	Bond Financing	October 2011
Olivehurst Public Utilities District	Water Rate Study and Updates	2007, 2009 and 2014
City of Patterson	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2010
Riverdale Public Utilities District	Water and Sewer Rate Study	June 2008
Root Creek Water District	Financial Policy Manual	July 2017
Running Springs Water District	Water, Sewer, Fire and Ambulance Rate Studies	July 2010
City of San Bruno	Water and Sewer Rate Study	April 2012
City of San Fernando	Water and Sewer Rate Study	December 2019
Sanitary District No. 5 - Tiburon	Financial Review	September 2013
Sausalito-Marín City Sanitary District	Wastewater Facilities Financing Plan	May 2016
Selma Kingsburg Fowler Sanitation District	Capital Improvements Program Study	March 2008
Solano County Water Agency	Reserve Fund Study	May 2007
Sonoma County Water Agency	Sewer Service Charge and Volumetric Sewer Rate Study	August 2012
City of Tulare	Bond Financing	2010, 2012, 2013, and 2015
Union Sanitary District	Sewer Capacity Fee Study	October 2010
City of Vacaville	Water and Drought Rate Study	October 2015
Town of Yountville	Water and Sewer Rate Study Recycled Water Rate Study	February 2011 April 2012

Sophia Mills



sophia@
LTmuniconsultants.com



(510) 529-8056



909 Marina Village Parkway #135
Alameda, CA 94501

EDUCATION

- **Davidson College**
Bachelor of Arts
Economics, Spanish

OTHER SKILLS

- Fluent in Spanish
- Proficient in Python 2.7, SAS (statistical analysis software), ArcGIS, HTML, and CSS

REPRESENTATIVE ASSIGNMENTS

Town of Discovery Bay CSD: Water and sewer rate study. Assisted the Town in rate updates to accommodate new wastewater regulatory requirements and capital project funding.

City of Winters: Currently completing a water and sewer rate study to fund capital projects and meet ongoing debt service obligations. Developing new sewer rate structure to facilitate rate collection from various customer classes.

City of Anderson: Conducted a water rate study to address depleting reserves. Analyzing multiple rate scenarios to minimize impacts to customers.

Rio Linda Elverta CWD: Currently conducting a water rate study to develop new conservation-oriented water rate structure.

City of Tehachapi: Recently completed a parks and recreation development impact fee study as well as a civic impact fee study based on a 20-year planning horizon.

City of Brisbane: Currently conducting a water and sewer rate study. The City last updated rates in 2013 but has not done a comprehensive cost of service analysis since 2001. The 2021 update will also evaluate rates for a new development area that will double the City's service area.

ATTACHMENT E – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant's work performance. ***L&T has elected to include one additional reference.***

REFERENCE# 1

Agency/City Name	City of Tehachapi
Department	Development Services
Contact Person	Jay Schlosser
Telephone	(661) 822-2200 ext 115
Email Address	jschlosser@tehachapicityhall.com
Dollar Value of Agreement	\$50,000
Date Range of Agreement	Multiple agreements since 2017
Nature of Work Performed	Water and Sewer Connection Fee Study Parks and Civic Development Impact Fee Study Community Facilities District Financial Analysis

REFERENCE# 2

Agency/City Name	City of San Fernando
Department	Public Works
Contact Person	Kenneth Jones, MPA
Telephone	(818) 898-1240
Email Address	KJones@sfcity.org
Dollar Value of Agreement	\$49,000
Date Range of Agreement	August 2017 - November 2019 (Project delayed due to City staffing changes)
Nature of Work Performed	Water and Sewer Rate Study Proposition 218 assistance

REFERENCE# 3

Agency/City Name	City of Kerman
Department	Finance
Contact Person	Carolina Camacho
Telephone	(559) 846-9389
Email Address	ccamacho@cityofkerman.org
Dollar Value of Agreement	\$50,000
Date Ranch of Agreement	January 2018 – October 2018
Nature of Work Performed	Water and Sewer Rate Study

REFERENCE# 4

Agency/City Name	City of Chowchilla
Department	Public Works
Contact Person	Jason Rogers
Telephone	(559) 665-8615 ext 300
Email Address	jrogers@cityofchowchilla.org
Dollar Value of Agreement	\$90,170
Date Ranch of Agreement	April 2019 - June 2020
Nature of Work Performed	Water, Sewer, Solid Waste, and Storm Rate Study Proposition 218 Assistance

CITY OF TEHACHAPI

Water and Sewer Connection Fee Study

February 2020, L&T finalized a water and sewer connection fee study for the City of Tehachapi (City). Alison Lechowicz served as lead analyst and project manager. The City collects fees from a variety of sewer trunk planning areas throughout the City and is facing significant commercial growth along its freeway corridor. Most connection fees had not been updated in 10 to 20 years.



Key components of our work were to standardize the fees and provide a robust administrative record. Through the data collection process, we discovered the basis of the fees varied throughout the City. Sewer fees were collected on a \$/parcel basis, \$/dwelling unit, or \$/gallon per day depending on location. Moreover, the City's fee schedule had over 50 land use types leading to confusion amongst the development community. L&T's report standardized fee collection on a \$/dwelling unit basis with underlying water use and sewer flow assumptions provided by an engineering consultant. We also submitted extensive documentation describing water use, sewer flow, and pollutant loading estimates for various commercial land use types. The City did not have this documentation in prior reports.

Jay Schlosser
Development Services
Director
jschlosser@
tehachapicityhall.com
(661) 822-2200 ext 115

L&T provided special consideration of the City's infrastructure needs. Prior development plans included large-scale expansion of the City's wastewater treatment plant. However, the City elected to implement smaller, incremental expansions. These expansions were partially funded through low-cost loans and principal forgiveness. L&T determined practical infrastructure plans and likely out-of-pocket costs. January 2021, L&T was re-engaged by the City to conduct a Parks and Civic Impact Fee Study.

Highlights:

- Standardized fees to increase ease of administration
- Provided extensive documentation of basis of fee calculations
- Assisted in development of infrastructure development plans

CITY OF SAN FERNANDO

Water and Sewer Rate Study



November 2019, Lechowicz and Tseng completed a Water and Sewer Rate Study for the City of San Fernando located in Los Angeles County (population 25,000). Catherine Tseng served as project manager and Alison Lechowicz served as financial analyst. The City had not conducted a rate study since 2011. Since then, the City completed additional engineering studies that identified capital and infrastructure improvements, including replacing hydraulically deficient sewer mains. Additionally, the City requested an evaluation of the rates to ensure compliance with Proposition 218 and recent legal rulings.

Kenneth Jones, MPA
Management Analyst
KJones@sfcity.org
(818) 898-1240

Affordability is a major concern of the City. L&T's report included two rate options to account for various levels of funding for capital improvements. L&T provided a bare bones capital funding option and a fully funded infrastructure plan to demonstrate the impact on rates. Ms. Tseng also evaluated implementation of a low-income rate assistance program. To comply with Proposition 218, Ms. Tseng identified non-rate revenues to fund the program and suggested

customer eligibility consistent with other local assistance programs.

L&T coordinated the printing and mailing of the Proposition 218 noticing process. Along with drafting the notice, L&T aggregated ratepayer and property owner mailing lists to develop a master mailing list. The notices were translated into Spanish.

Highlights:

- Flow and pollutant loading estimates for nine customer classes
- Low income rate assistance program
- Printing and mailing of Proposition 218 notices

CITY OF KERMAN

Utility Rate Study



Kerman is a city of about 14,000 people located in Fresno County about 15 miles west of the City of Fresno. October 2018, L&T completed a Water and Sewer Rate Study for the City. Alison Lechowicz served as lead analyst and project manager.

The rate study corresponded with the City's water metering project. A key element was to project water use for newly metered customers (about half the service area). We compared the characteristics of the fully metered and newly metered customers to conservatively estimate water consumption. As part of the study, Ms. Lechowicz advocated for ongoing pipeline replacement funding. Prior to this effort, City policy was to forego main replacements to keep rates as low as possible. L&T was successful in raising the rates to reinvest in infrastructure to avoid costly future repairs.

Rate design was a key issue for the sewer rates. The City's prior rate study assigned significantly lower cost to multifamily customers compared to single family customers. Staff was concerned that multifamily customers were not paying their fair share of customer service and maintenance expenses. L&T

conducted a cost allocation and flow analysis to justify a rate adjustment for multifamily customers.

Carolina Camacho

Finance Director
ccamacho@
cityofkerman.org
(559) 846-9389

Ms. Lechowicz assisted the City with Proposition 218 implementation. Activities included drafting the public notice, reviewing edits with the City Attorney, answering procedural questions, attending the public hearing, and certifying the protest vote tabulation.

Highlights:

- Focused on customer service and administrative cost allocation for customer classes
- Projected water use for newly metered customers
- During the Proposition 218 hearing, led City Council through procedural requirements

CITY OF CHOWCHILLA

Water, Sewer, Solid Waste, and Storm Rate Study



June 2020, L&T finalized a comprehensive utility rate study for the City of Chowchilla's water, sewer, solid waste, and storm water enterprises.

Alison Lechowicz served as co-financial analyst and Catherine Tseng served as co-financial analyst and project manager. Located in Madera County, the City operates and maintains the water, sewer, and storm water utilities for a population of roughly 18,500. The last water and sewer rate study was conducted in 2012 in which the City adopted water and sewer rates through 2021. However, rates for the solid waste and storm drain utilities had not been increased in over 10 years.

L&T developed three rate options based on varying levels of capital funding for water, sewer, and storm water. The rate options for solid waste were based on repayment of an interfund loan to the General Fund. Since the last water and sewer rate study, the City had completed metering all customers, and the non-metered rates had been phased out. Because the City was in the second year of being fully metered, historical consumption data was limited. The study included updated cost of service analysis and recommended rate adjustments through FY2024/25. L&T also managed the drafting, printing, and mailing of the Proposition 218 notice.

The City Council approved rate increases for the water, sewer, and solid waste utilities but will reconsider the storm drain rates in the future once the procedure for adopting storm drain rates has been successfully implemented by other agencies in the State.

Jason Rogers

Director of Public Works
jrogers@cityofchowchilla.org
(559) 665-8615, x300

Highlights:

- Multiple rate options based on various capital funding levels for each utility
- Printing and mailing of Proposition 218 notices

ATTACHMENT F: DISCLOSURES

AGREEMENT WITH STANDARD CONTRACT

Lechowicz & Tseng Municipal Consultants reviewed the City's Agreement for Professional Service and has no exceptions.

NO CONFLICTS OF INTEREST

The firm of Lechowicz & Tseng Municipal Consultants and its employees have no personal or professional financial or other interests which could be a conflict of interest.

MUNICIPAL SECURITIES RULEMAKING BOARD

Depending on the extent of services provided under the financial planning task, the study may include municipal advisory activities subject to Municipal Securities Rulemaking Board (MSRB) oversight. Our duties as a Municipal Advisor are listed below:

- Lechowicz & Tseng Municipal Consultants will notify the client in writing, if and when, our services transition into municipal advisory services as categorized by the MSRB. Municipal advisory services will cease when the final report is presented to the client.
- Lechowicz & Tseng Municipal Consultants will provide advice and conduct activities with a “duty of care” and a “fiduciary duty” to the client. Our role and responsibilities during this engagement will continue through the completion of the project.
- Lechowicz & Tseng Municipal Consultants is a registered Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-02374) and the Municipal Securities Rulemaking Board (MSRB ID K1236).
- Lechowicz & Tseng Municipal Consultants has never been cited for any legal or disciplinary action regarding municipal advisory activities.
- Lechowicz & Tseng Municipal Consultants has not and will not receive any compensation from any third party seeking to provide services, municipal securities transactions, or municipal financial products related to this assignment. L&T or any of its employees will not engage in any activities that would produce a direct or indirect financial gain for the firm other than compensation for our services identified in this proposal.

The website address for the Municipal Securities Rulemaking Board (MSRB) is www.MSRB.org. The MSRB's website provides a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The municipal advisory client brochure is accessible via a link on www.MSRB.org or can be downloaded from <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure>.

ADDENDUM #I

Lechowicz and Tseng Municipal Consultants acknowledges receipt of the Addendum #I and has signed the copy attached to this bid.



ADDENDUM 1
CITY OF WASCO
WATER AND SEWER UTILITY RATE STUDY

July 8, 2021

To:	Request for Proposal Holders of the Referenced Project
From:	The City of Wasco
Note:	Please read, SIGN IMMEDIATELY and attach to bid documents!
	Bids submitted without signed Addendum will be rejected except as otherwise described in the Request for Proposals

Thank you for your interest in this project. Please note the following:

1. **Question:** The Water and Sewer Utility Rate RFP lists “in-person kickoff meeting” under the scope of services. It would be great if you can help clarify whether virtual meetings could be planned in lieu of in-person meetings.

Answer: The proposer may plan for virtual meetings with staff; however, should plan on attending City Council meetings and public workshops in person.

2. **Question:** Does the City have a budget for this project?

Answer: The City has a budget of \$50,000 to complete the rate studies.

3. **Question:** For cost proposal purposes, should we assume we will need to attend all rate workshops with the public and all City Council meetings in person?

Answer: Yes.

4. **Question:** Is the City interested in other water rate structure options such as tiered water rates and/or drought rates?

Answer: Yes.

5. **Question:** With our team operating with limited on-site staff due to the COVID-19 pandemic, would the City allow for e-mail submission of this proposal?

Answer: No, all proposals must be mailed or hand delivered in a sealed envelope to the City Clerk's office at 746 8th Street, Wasco, CA 93280 in accordance with RFP instructions.

6. **Question:** Are the current sewer rates available?

Answer: Yes, please see attachment to the Addendum.

7. **Question:** Are there any concerns with the current rate structure that the City would like to see addressed as part of this new study?

Answer: The rates have not been updated since 2007 for sewer and the City has immediate and long term needs in this department. For water, it would be helpful to evaluate the current base consumption levels for residential accounts. The overall concern associated with water is to ensure rate structures parallel water conservation efforts.

8. **Question:** When is the date you'd like to have the new rates implemented by? When do you envision the final Prop 218 public hearing being conducted?

Answer: Implemented no later than April 1, 2022. The Prop 218 hearing would need to be conducted in a timely manner to allow for implementation no later than April 1, 2022.

9. **Question:** Are "wet" signatures required on the proposal and forms or will electronic signatures suffice?

Answer: Electronic signatures will suffice.

10. **Question:** Please clarify if proposers must acquire a City of Wasco business license before submitting a proposal or if the successor bidder may procure a business license after notification but before the contract is finalized.

Answer: A City of Wasco business license is required if proposer is awarded the contract for services. A City business license is not required to submit a proposal.

11. **Question:** Section XIV of the RFP states "**Please submit all pages of the RFP as it relates to this Proposal. Please turn in all pages.**" We assume that this means that all portions of the response to the RFP, including all required forms, must be submitted. Please verify.

Answer: This is correct.

12. **Question:** The city's CIP shows indicates significant planned water infrastructure investment. Is the city pursuing any grant funding for water infrastructure improvements?

Answer: The City has submitted an application to the State Revolving Fund requesting a loan and continues to monitor grant opportunities.

13. **Question:** What is the City's desired number of in-person meetings? From the RFP it appears the City requests a minimum of four - #1) kickoff, #2) community meeting 1, #3) community meeting 2, and #4) Prop 218 hearing.

Answer: The City is requesting a minimum of four meetings. The proposer has the option to host the kick off meeting with staff on a virtual platform. All other meetings must be in person.

14. **Question:** Would the City like assistance printing and mailing the Prop 218 notices?

Answer: If the cost do not outweigh the benefit. Including this as an option in your proposal is encouraged but not required.

15. **Question:** For the task "Review impacts of projected new development," would the City like the consultant to review connection fees as well as rates?

Answer: No, connection fees will not be reviewed as part of this rate study.

16. **Question:** Should Attachment A - 2020-2021 Water and Sewer Rate Study Scope be attached and included in the proposals?

Answer: No.

17. **Question:** Regarding Attachment F - Agreement for Professional Service, should Attachment F be filled out and included in the proposals or should only exceptions to the agreement be noted?

Answer: Only exceptions to the agreement should be noted.

Proposer shall sign this Addendum (#1) to acknowledge receipt of the Addendum #1 and enclose the signed copy of this Addendum with the bid.

Proposer's Signature

Date



THANK YOU



909 Marina Village Parkway #135 | Alameda, CA 94501 | (510) 545-3182

www.LTmuniconsultants.com



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: August 3, 2021

SUBJECT: Appointment of Voting Delegate and Alternates for the League of California Cities Annual Conference scheduled for September 22-24, 2021, at the Sacramento Convention Center.

Recommendation:

Staff recommends the City Council to appoint a Voting Delegate and two Alternates.

Discussion:

Consistent with the League of California Cities by-laws, a City's voting delegate and up to two alternates must be designated by the City Council. Designating the voting delegate and alternates must be done by the City Council action and cannot be accomplished by individual action of the Mayor or City Manager alone.

The voting delegate and alternates must be registered to attend the conference. To cast the City's vote, a City official must have in his or her possession the City's voting card and be registered with Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor an alternate.

Fiscal Impact:

The travel expenses for the Voting Delegate and Alternates to attend the League of California Cities Annual Conference.

Attachments:

1. Voting Procedures
2. Voting Delegate/Alternate form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254