

AGENDA

Regular City Council Meeting

and Successor Agency to the Former Redevelopment Agency

Tuesday, August 17, 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 17, 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 17, 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 Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez
- 3) FLAG SALUTE: Mayor
- 4) INVOCATION:
- 5) PRESENTATIONS:
 - a. Presentation by Terry Knight, PIO from Kern Mosquito and Vector Control
 - **b.** Presentation regarding OhmConnect by Virginia Penaloza
 - c. Recognition for the years of Dedication for Deputy Patrick Basquez

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 <u>limited to two (2) minutes</u>. A maximum of Thirty (30) minutes will be allowed for any one 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:

- a. Nomination and Appointment for Chairman (Hurlbert)
- **b.** Nomination and Appointment for Vice-Chairman (Hurlbert)

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Nomination and Appointment of a Chairman (Hurlbert)
- **b.** Nomination and Appointment of a Vice-Chairman (Hurlbert)

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. April 27, 2021, Special Meeting
 - 2. May 18, 2021, Sepcial Meeting
- b. Receive and file departments payments totaling \$ 192,656.39
- c. Receive and file the Investment Report for the month ended June 30, 2021.
- d. Receive and File the Investment Report for the month ended July 31, 2021.
- **e.** Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with The Charles Machine Works in the amount of \$45,000.00 to purchase an 800-gallon vacuum excavator.
- f. Approval of Travel Expenses Exceeding \$500.00 per trip for the Acting Deputy Public Works Director and Facilities Maintenance Technician to attend a Public Works Inspection Course on October 26 27 in San Diego.
- g. Accept Notice of Completion and Notice of Acceptance of the Demolition Project at 764 H Street and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.

- h. Accept Notice of Completion and Notice of Acceptance of the SB1 2021 SB1 Streets Overlay Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.
- i. Adopt a Resolution of the City Council of the City of Wasco Establishing a User and Regulatory Fee Policy.
- j. Adopt a Resolution Authorizing the Removal of Alexandro Garcia and adding John Pallares, as a Signing Authority for all City Bank Accounts.
- **k.** Adopt a Resolution Approving Approving The City Of Wasco Covid-19 Prevention Program (CPP) With An Effective Date 08/17/2021 and Authorize The City Manager To Approve future Changes To The Program Language.

10) PUBLIC HEARINGS:

a. Adopt a Resolution of the City Council of the City of Wasco Updating and Establishing User and Regulatory Fees.

11) DEFERRED BUSINESS:

a. Kern County Fire Department Report and Discussion regarding illegal fireworks. (Hurlbert)

12) NEW BUSINESS:

a. Adopt a Resolution Approving an Employment Agreement with Kameron Arnold as Deputy Public Works Director for an annual salary of \$94,900.00 and Luis Villa as Public Works Director for an annual salary of \$105,300.00 (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:

a. Approval of Closed Session Minutes for July 20, 2021

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8

Property: APN 490-020-04 and 487-010-11

Agency Negotiator: City Manager, City Attorney

Under Negotiation: Letter of Interest

Negotiating Parties: Broker: Henry Mendez

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on August 13, 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.**

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

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

MINUTES WASCO CITY COUNCIL

and Successor Agency to the Former Redevelopment Agency

Meeting of April 27, 2021

Special Meeting – 6:00 p.m. Via Zoom Webinar

SPECIAL BUDGET WORKSHOP MEETING – 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:06 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 700m Webinar.

- 2) FLAG SALUTE: Led by Mayor Garcia.
- 3) INVOCATION: Moment of Silence
- 4) ROLL CALL:

Present: Mayor Garcia, Council Members Martinez, Pallares, Cortez Late: Mayor Pro Tem Reyna logged in at 6:18 pm.

- 5) PRESENTATIONS: None
- 6) PUBLIC COMMENTS: None
- 7) **NEW BUSINESS:**
 - a) Review, Discuss, and Possible Minute actions regarding Budget and Fiscal Policies.

No Action Taken

Presentation by Finance Director Perez-Hernandez and Consultant Bill Statler. Questions posed by Council were responded to by staff.

b) Review, and Discuss the General Fund Five-Year Fiscal Forecast.

No Action Taken

Presentation by Finance Director Perez-Hernandez and Consultant Bill Statler. Questions posed by Council were responded to by staff.

c) Review, and Discuss the Water fund Five-Year Fiscal Forecast.

No Action Taken

8)	ADJOURNMENT: Mayor Garcia adjourned the meeting at 8:21 p	.m.
		Yolanda Tinajero, Deputy City Clerk
—— Gilb	perto Reyna, Mayor	

Presentation by Finance Director Perez-Hernandez and Consultant Bill Statler Questions posed by Council were responded to by staff.

MINUTES WASCO CITY COUNCIL

and Successor Agency to the Former Redevelopment Agency

Meeting of May 18, 2021

Regular Meeting – 6:00 p.m. Via **7**oom Webinar

REGULAR MEETING - 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:00 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, Pallares Late: Council Member Martinez logged in at 6:05 pm.

- 5) PRESENTATIONS: None
- 6) PUBLIC COMMENTS:

Public comments by Melanie Sheer.

Member Martinez logged in at 6:05 pm

- 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's removal of a particular item.

- a. Approval of May 4, 2021, Regular City Council Meeting Minutes.
- **b.** Receive and file department payments totaling \$1,386,934.62

c. Adopt a Resolution Authorizing the City Manager to Sign and Execute the Second Amendment to Lease Agreement No. 2021-004 with I&M Sheep Company to Permit Grazing on the City's Municipal Ag Land.

Reso#2021-3612

Agmt#2021-025

- **d.** Rejection Of Bid Received for the Design of the Palm Avenue Rehabilitation Regional Surface Transportation Project Program Funded Project.
- e. Rejection Of Bid Received for the Design of Palm Avenue Widening Congestion Mitigation Air Quality Program Funded Project.

Motion was made by Council Member Pallares, **seconded** by Council Member Cortez 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

12) NEW BUSINESS:

a. Report and Discussion regarding 4th of July Fireworks.

Report by the Kern County Fire Department Public Information Officer Andrew Freeborn on public nuisance and illegal fireworks.

Public comments by:

- Orquidea Ocampo
- Traci Clendenen
- **b.** Update regarding the Snip Bus Event.

PowerPoint presentation by Melanie Sheer, Owner of Spay Neuter Imperative Project (SNIP).

Public comments by Traci Clendenen.

c. Presentation on Key Budget Concepts in Preparation for the 2021-22 Preliminary Budget. (Perez-Hernandez)

Powerpoint presentation by Finance Director Perez-Hernandez:

- Revenues
- Expenditure
- Other financing sources
- Transfer in transfer out

Public comments by Joe Martinez.

d. Report on 2020-21 Third Quarter Financial.

Powerpoint presentation by Director Perez Hernandez:

FY 2021 Third Quarter Financial Report

Public comments by Joe Martinez.

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)
 - The primary topic was Fireworks at the last meeting.
 - Saturday, June 19, 2021, Juneteenth event hosted by True Light Baptist at Southgate Park, 11:00 am.
 - Job fair/Health fair at Cormack Park June 18, 2021, from 12:00 pm to 3:00 pm.

14) REPORTS FROM KC FIRE AND SHERIFF:

Seargent Martinez gave recent crime reports.

15) REPORTS FROM CITY MANAGER:

Public Works Director Bishop updated the council:

- The Local Road Safety Plan meeting will be held in July; Member Reyna and Pallares to check availability to attend the meeting.
- The Birch Avenue Project is to begin paving tomorrow at 8 AM.
- The former Daycare building demolition at the old Wasco Farm Labor Housing for the new Animal Shelter retrofit has started.
- The contractor for the 7th Street Tree Wells project began pouring cement and repairing the trip hazards.
- The contractor is reroofing the Annex building for the next two weeks.
- Staff is gathering more information from the High-Speed Rail to issue the Encroachment permit for Kimberlina Road for the possible closure on May 25, 2021. The City has not approved the encroachment permit at this time.

16) REPORTS FROM CITY COUNCIL:

Mayor Pro Tem Reyna:

- Thanked all staff or their work.
- Thanked Finance Director Perez-Hernandez and the Finance Department staff for their detailed reporting for the upcoming budget process.

Member Cortez:

- Thanked the Finance Department staff and Finance Director Perez-Hernandez for their presentation.
- He is looking forward to working with staff and colleagues to resolve issues that the community faces.

Member Pallares:

- · Thanked the Finance Department staff.
- Thanked Mayor Garcia for organizing the national day of prayer event.
- Urged the community to report any crimes to the Kern County Sheriff's Department and the Fire Department.

Mayor Garcia

- The next event at Cormack Park will be on June 18, 2021.
- · Zumba event at Southgate Park on May 19, 2021at 6:30 PM.
- Encouraged the Council to provide a possible incentive for the Camera registry.

	•	Thanked the Finance Department staff for their reports.
17) CL	OSE	D SESSION: None
18) CL	OSE	D SESSION ACTION: None

19) ADJOURNMENT:Mayor Garcia adjourned the meeting at 8:37 PM.

	Monica Flores, Deputy City Clerk
Gilberto Reyna, Mayor	

Bill Pay

City of Council: August 17, 2021

WARRANTS	AMOU	NTS
A060321	11,874.	42
A070221	55,382.	39
G061421	63,814.	52
G070621	51,215.	73
G061521	1,913.	Isarel Perez-Digitally signed by: Isarel Perez-Hernandez
G070721	7,721.	DN; CN = Isarel Perez-Hernandez
G080121	734.	Verified By: Hernandez c us o = City of Wasco
Grand Total	\$ 192,656.	39 Finance Director: Pate: 2021.08.11 03:00:42 -08'00'

Α	В	С	D	E F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No. DESCRIPTION	AMOUNTS
1 A060321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	06/02/21.	5081 MEDICAL CHECK RUN 06/02/21	11,874.42
2 A060321 Total					11,874.42
з А070221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	07/12/21	5082 MEDICAL CHECK RUN 07/12/21	720.15
4 A070221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	07/20/21	5082 MEDICAL CHECK RUN 07/20/21	4,024.12
5 A070221	BLUE SHIELD OF CALIFORNIA	3591	211950028824	5083 INS. PREMIUM AUG 21	50,638.12
6 A070221 Total					55,382.39
7 G061421	BC LABORATORIES, INC.	63	B422287	21556 WTR SAMPLE TEST 6/29/21 BACTERIOLOGICAL	70.00
8 G061421	PG & E COMPANY	85	0008027688-4	21561 UB NW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL JUN21	38.60
9 G061421	SANDOVAL INDUSTRIES LLC	1180	313	21564 GAS TANK RENT FOR MONTH OF JUN 21	16.24
10 G061421	INTERWEST CONSULTING GROUP, INC.	1571	70582	21560 PLAN CHECK SRVCS JUN 21	5,621.46
11 G061421	SCHROETER, THOMAS F.	2732	JUN 21	21565 LEGAL SRVCS FOR JUN 21	10,045.00
12 G061421	CODE PUBLISHING COMPANY	2775	69686	21558 21 NEW PAGES MC-WEB UPDATE ORDINANCE 21-714	571.50
13 G061421	READYREFRESH BY NESTLE	4027	01M0018613430	21563 6/15/21 TO 7/14/21 DRINKING WT @5410 7TH ST	129.43
14 G061421	GARDAWORLD	4266	20488444	21559 EXCESS ITEMS 06/03/21 & 06/10/21	4.12
15 G061421	BRIAN L. EDICK	4770	APR 21	21566 APRIL 2021 VET SERVICES	274.00
16 G061421	PHOENIX GROUP INFORMATION SYSTEMS	4913	062021239	21562 CITATIONS FEES & SRVCS JUN 21	369.17
17 G061421	BHT ENGINEERING, INC	5134	21-0170	21557 SB1: 2020 STREET PAVING PROFESSIONAL SRVCS APR 21	1,270.00
18 G061421	BHT ENGINEERING, INC	5134	21-0247	21557 GENERAL ENGINEERING: SAL BUILDING ASSESSMENT	1,750.00
19 G061421	BHT ENGINEERING, INC	5134	21-0248	21557 MS4 ASSISTANCE PROFESSIONAL SRVCS MAY 2021	160.00
20 G061421	BHT ENGINEERING, INC	5134	21-0249	21557 PMS UPDATES PROFESSIONAL SRVCS MAY 2021	4,060.00
21 G061421	BHT ENGINEERING, INC	5134	21-0171	21557 WASCO GENERAL ENG:WW&STORM PROFESSIONAL SRVCS 4/21	420.00
22 G061421	BHT ENGINEERING, INC	5134	21-0172	21557 MS4 ASSISTANCE: PREPARE CASQUA SRVCS APR 21	450.00
23 G061421	BHT ENGINEERING, INC	5134	21-0173	21557 PMS UPDATES PROFESSIONAL SRVCS APR 21	10,150.00
24 G061421	BHT ENGINEERING, INC	5134	21-0174	21557 CENTRAL AND FILBURN WIDENING SRVCS APR 21	4,575.00
25 G061421	BHT ENGINEERING, INC	5134	21-0175	21557 2021 TRAFFIC IMPACT FEE UPDATE APR 21	850.00
26 G061421	BHT ENGINEERING, INC	5134	21-0176	21557 SOUTHGATE LIGHT & ADA RAMPS SRVCS APR 21	3,500.00
27 G061421	BHT ENGINEERING, INC	5134	21-0177	21557 HSR 6TH ST WATERLINE PLAN CHECK SRVCS APR 21	1,570.00
28 G061421	BHT ENGINEERING, INC	5134	21-0178	21557 HSR 5TH ST SEWER PLAN CHECK SRVCS APR 21	1,960.00
29 G061421	BHT ENGINEERING, INC	5134	21-0179	21557 HSR POSO AVE WATER PLAN CHECK SRVCS APR 21	2,090.00
30 G061421	BHT ENGINEERING, INC	5134	21-050	21557 CENTRAL&FILBURN WIDENING PROFESSIONAL SRVCS MAY 21	7,580.00
31 G061421	BHT ENGINEERING, INC	5134	21-0251	21557 TRACT 7373 CFD PROFESSIONAL SRVCS MAY 21	1,880.00
32 G061421	BHT ENGINEERING, INC	5134	21-0252	21557 TDA APPLICATION FOR KERN COG REGULATIONS	2,920.00
33 G061421	BHT ENGINEERING, INC	5134	21-0253	21557 HSR 9TH ST FROM G TO H ST STE 201 SRVCS MAY 21	1,490.00
34 G061421 Total					63,814.52

	Α	В	С	D	E	F G	
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No. DESC	RIPTION AMOU	INTS
35	G070621	BC LABORATORIES, INC.	63	B421950	21572 WTR SAMPLE TEST 7/1/21 WELL#	7,8,10,11 DRINKING WTF 9	952.00
36	G070621	BC LABORATORIES, INC.	63	B422511	21572 WTR SAMPLE TEST 7/1/21 WELL#	7,8,10,11 BACTERIOLOGICAI	56.00
37	G070621	BC LABORATORIES, INC.	63	B422516	21572 WW SAMPLE TEST 7/6/21 INFLUE	NT MONITORING 1	153.00
38	G070621	BC LABORATORIES, INC.	63	B422602	21572 WTR SAMPLE TEST 7/12/21 WELL		24.00
39	G070621	CINTAS CORPORATION NO. 3	4480	4089580036	21577 UNIFORM SERVICES 07/09/21	4	491.00
40	G070621	FED EX	123	7-445-00440	21579 FEDEX 07/23/21	2	229.58
41	G070621	PG & E COMPANY	85	27677027560 07/19/21	21586 UB 603 PALM AVE 07/19/21		22.78
42	G070621	PG & E COMPANY	85	83658717562 07/16/21	21586 UB ANNEX PARKING LIGHT 07/16,		10.87
43	G070621	PG & E COMPANY	85	07051823859 07/21/21	21586 UB 501 F STREET 07/21/21		459.45
44	G070621	BRIGHT HOUSE NETWORK, LLC	68	064477502071421	21575 INTERNET SRVCS 07/13/21-08/12		117.38
45	G070621	CLARK PEST CONTROL	117	28648511	21578 JULY 2021 SERVICES @ 5410 7TH		51.00
46	G070621	ZEE MEDICAL SERVICE CO. #34	238	34-219528	21598 CODE & PLAN DEPT FIRST AID KIT		59.61
47	G070621	ZEE MEDICAL SERVICE CO. #34	238	34-219529	21598 PUBLIC WORKS BREAKROOM & SI		56.97
48	G070621	ZEE MEDICAL SERVICE CO. #34	238	34-219530	21598 CITY HALL FIRST AID KIT REFILL		41.50
49	G070621	ZEE MEDICAL SERVICE CO. #34	238	34-219531	21598 WATER DEPARTMENT FIRST AID K		11.65
50	G070621	AFFINITY TRUCK CENTER	405	F013224071:01	21568 DISPOSAL #22 THERMOSTAT, HOS		335.53
51	G070621	AFFINITY TRUCK CENTER	405	F013224071:02	21568 DISPOSAL #13: COOLANT HOSE		90.10
52	G070621	CARTER PUMP & MACHINE, INC.	413	00024914	21576 AIR COMPRESSOR REPLACEMENT		169.33
53	G070621	TYLER TECHNOLOGIES, INC	1064	045-347805	21594 MUNIS SUPPORT & UPDATE LICEN		210.78
54	G070621	USC FOUNDATION	1144	18315	21595 7/1/21 TO 6/30/22 CROSS CONNE		237.75
55	G070621	BLOEMHOF AG	1567	1575-0200002901	21573 RFND CREDIT 0200002901 CID#15		14.80
56	G070621	BLOEMHOF AG	1567	1575-0200002900	21573 RFND CREDIT 0200002900 CID#15		121.56
57	G070621	WESTEX REALTORS	1671	6410-0130019470	21597 RFND CREDIT ACCT#0130019470		69.99
58	G070621	WESTEX REALTORS	1671	6410-0200006421	21597 RFND CREDIT 0200006421 CID#64		7.90
59	G070621	MALDONADO, ANTONIO	2275	REIMB TRNG 07/22/21	21584 REIMB COLLECTION SYSTEMS COL		250.00
60	G070621	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202107160590	21569 7/13/21 TO 7/16/21 READING WT		417.35
61	G070621	INFOMART, INC.	4345	919615	21582 BACKGROUND CHECK 07/01/21		79.68
62	G070621	RED WING BUSINESS ADVANTAGE ACCOUNT	4739	20210715020065	21589 FY 21/22 KAMERON ARNOLD BOC		200.00
63	G070621	BRIAN MILLER	4756	14583-0333015250	21574 RFND CREDIT #0333015250 CID#1		80.50
64	G070621	ACC BUSINESS	4766	211965498	21567 FIBER NETWORK SRVCS JUL 21		812.44
65	G070621	AMAZON CAPITAL SERVICES, INC	4968	117L-QHX3-P9G1	21570 DISPOSAL #24: BACKUP CAMERA		251.12
66	G070621	AMAZON CAPITAL SERVICES, INC	4968	1LCY-P9GK-DFK9	21570 RETURN/CREDIT FROM INV:14CW		(58.44)
67	G070621	AMAZON CAPITAL SERVICES, INC	4968	1XT6-YDDM-36MK	21570 2 QT NETS FOR WASTE WATER FA		62.76
68	G070621	AMAZON CAPITAL SERVICES, INC	4968	1JT9-Y7P1-7J67	21570 12 QT LEDMO PHOTOCELL SENSO		121.92
69	G070621	AMAZON CAPITAL SERVICES, INC	4968	1NXX-PQ9H-4X97	21570 4 QT 65FT CAR VIDEO EXTENSION		90.88
70	G070621	AMAZON CAPITAL SERVICES, INC	4968	14CW-KF3T31M1	21570 REPLACEMENT PHONE CASE & NE		81.16
71	G070621	APWA	5020	2021-2022 MEMBERSHIP	21571 7/1/21 TO 6/30/22 APWA GROUP		260.00
72	G070621	PREMIER LAND/MIKE DUNCAN	5384	13878-0386003180	21587 RFND CREDIT #0386003180 CID#1		28.25
73	G070621	PREMIER LAND/MIKE DUNCAN	5384	13878-0386003220	21587 RFND CREDIT #0386003220 CID#1		60.06
74	G070621	GLORIA McGILL	5385	14606-0005014330	21581 RFND CREDIT #0005014330 CID#1		25.95
75	G070621	GERARDO LANDOIS	5389	1692-00210022240	21580 RFND CREDIT 00210022240 - CID#		23.30
76	G070621	MARLENE NELSON	5390	3025-0395019090	21585 RFND CREDIT 0395019090 CID#30		71.92
77	G070621	RAYMOND LONG	5391	498-0006009220	21588 RFND CREDIT 0006009220 CID#49		79.76
78	G070621	VINCE A. GATTO	5392	12760-0220023301	21596 RFND CREDIT 0220023301 CID#12		5.26
79	G070621	VINCE A. GATTO	5392	12760-0220023301.	21596 RFND CREDIT 0220023301 CID#12	760	10.53

WARRANT VENDOR NAME VENDOR No. INVOICE No. CHECK No. DESCRIPTION	10.53 37.61 84.50
G070621 VINCE A. GATTO 5392 12760-020023300 21596 RFND CREDIT 0220023300 CID#1276C	37.61
Section	
SOUTO ROBERT HOLTERMAN 5394 629-0325009420 21591 RFND CREDIT CID 629 ACCT:032500942C	94.50
G070621 STEWARD CO./R. GATHENJI 5395 9155-018001418B 21593 Rfnd credit cid#9155 018001418B 36070621 JUAN SANCHEZ 5396 14188-0416013470 21583 RFND CREDIT 14188-0416013470 21583 RFND CREDIT 14188-0416013470 21592 RFND CONST. WTR METER DEP 21605 2021 15T QUARTER CROSS CONNECTION SERVICES 21606 2021 15T QUARTER CROSS CONNECTION SERVICES 216070721 BC LABORATORIES, INC. 63 B422863 21608 WW SAMPLE TEST 7/13/21 INFLUENT MONITORING 216070721 BC LABORATORIES, INC. 63 B422873 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING 216070721 BC LABORATORIES, INC. 63 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING 216070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #10 DRINKING 216070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/16/21 WELL #8 & #10 DRINKING 216070721 BC LABORATORIES, INC. 63 B42289 21608 WTR SAMPLE TEST 7/15/21 BACTERIOLOGICAL 216070721 BC LABORATORIES, INC. 63 B42289 21608 WTR SAMPLE TEST 7/15/21 BACTERIOLOGICAL 216070721 BC LABORATORIES, INC. 63 B42289 21608 WTR SAMPLE TEST 7/15/21 BACTERIOLOGICAL 216070721 BC LABORATORIES, INC. 63 B42299 21608 WTR SAMPLE TEST 7/15/21 BACTERIOLOGICAL 216070721 BC LABORATORIES, INC. 63 B42394 21608 WTR SAMPLE TEST 7/15/21 INFLUENT MONITORING 216070721 BC LABORATORIES, INC. 63 B423194 21608 WTR SAM	64.50
Second Second Serna, Maria Christina Say	80.15
SERNA, MARIA CHRISTINA 5397 RECEIPT:1444496 21592 RFND CONST. WTR METER DEP	51.90
G070621 Total	2.11
GO61521 BC LABORATORIES, INC. G3 B423074 21604 WTR SAMPLE TEST 6/10/21 WELL #14 DRINKING EDT	1,000.00
G061521 KERN PLUMBING & BACK FLOW SERVICES INC 173 10415 21605 2021 1ST QUARTER CROSS CONNECTION SERVICES 180	51,215.73
G061521 Total G070721 BC LABORATORIES, INC. G3 B422786 21608 WW SAMPLE TEST 7/8/21 INFLUENT MONITORING G070721 BC LABORATORIES, INC. G3 B422863 21608 WW SAMPLE TEST 7/13/21 INFLUENT MONITORING G070721 BC LABORATORIES, INC. G3 B422873 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING G070721 BC LABORATORIES, INC. G3 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING ED1 E	413.00
91 G070721 BC LABORATORIES, INC. 63 B422786 21608 WW SAMPLE TEST 7/8/21 INFLUENT MONITORING 92 G070721 BC LABORATORIES, INC. 63 B422863 21608 WW SAMPLE TEST 7/13/21 INFLUENT MONITORING 93 G070721 BC LABORATORIES, INC. 63 B422873 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING 94 G070721 BC LABORATORIES, INC. 63 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING ED1 95 G070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #11 DRINKING ED1 96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608	1,500.00
92 G070721 BC LABORATORIES, INC. 63 B422863 21608 WW SAMPLE TEST 7/13/21 INFLUENT MONITORING 93 G070721 BC LABORATORIES, INC. 63 B422873 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING 94 G070721 BC LABORATORIES, INC. 63 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING ED1 95 G070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #11 DRINKING ED1 96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 2160	1,913.00
93 G070721 BC LABORATORIES, INC. 63 B422873 21608 WTR SAMPLE TEST 7/13/21 WELL #8 & #10 DRINKING 94 G070721 BC LABORATORIES, INC. 63 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL#8 & #10 DRINKING ED1 95 G070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #11 DRINKING ED1 96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B42299 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	70.00
94 G070721 BC LABORATORIES, INC. 63 B422874 21608 WTR SAMPLE TEST 7/13/21 WELL#8 & #10 DRINKING ED1 95 G070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #11 DRINKING ED1 96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	70.00
95 G070721 BC LABORATORIES, INC. 63 B422876 21608 WTR SAMPLE TEST 7/14/21 WELL #8 & #11 DRINKING ED1 96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	20.00
96 G070721 BC LABORATORIES, INC. 63 B422888 21608 WTR SAMPLE TEST 7/8/21 WELL #12 & #14 DRINKING ED1 97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	20.00
97 G070721 BC LABORATORIES, INC. 63 B422929 21608 WTR SAMPLE TEST 7/6/21 BACTERIOLOGICAL 98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	20.00
98 G070721 BC LABORATORIES, INC. 63 B423085 21608 WTR SAMPLE TEST 7/15/21 WELL #8 & #10 DRINKING ED1 99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	238.00
99 G070721 BC LABORATORIES, INC. 63 B423194 21608 WW SAMPLE TEST 7/15/21 INFLUENT MONITORING 100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	70.00
100 G070721 CINTAS CORPORATION NO. 3 4480 40902392957 21609 UNIFORM SRVCS 07/16/21	24.00
	70.00
101 G070721 FED EX 123 7-453-05815 21612 FEDEX 07/30/21	252.14
	102.20
102 G070721 PG & E COMPANY 85 46754368564 07/28/21 21616 UB 06/28/21-07/27/21 NE COR CENTRAL AVE & MARGALC	155.13
103 G070721 KERN PLUMBING & BACK FLOW SERVICES INC 173 10745 21615 2021 2ND QUARTER CROSS CONNECT SERVICES	1,500.00
104 G070721 JIM BURKE FORD LINCOLN 134 1439257 21614 STREETS #88: 2 DOOR LOCKS	96.78
105 G070721 UNDERGROUND SERVICE ALERT 167 1323902021 21619 2021 ANNUAL MEMBERSHIP	880.27
106 G070721 AMERICAN WATER WORKS ASSOCIATION 357 7001917630 21606 7/1/21 TO 6/30/22 AWWA MEMBERS UTILITY & CA/NV	459.00
107 G070721 GENERAL OFFICE MACHINE COMPANY 1195 17314 21613 MAINTENANCE CONTRACT FOR CITY HALL 09/12/21-09/11/21	270.63
108 G070721 ATT - PAYMENT CENTER 1488 000016794657 21607 PHONE SRVCS 06/24/21-07/23/21	27.72
109 G070721 ATT - PAYMENT CENTER 1488 000016794658 21607 PHONE SRVCS 06/24/21-07/23/21	45.15
110 G070721 ATT - PAYMENT CENTER 1488 000016794659 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
111 G070721 ATT - PAYMENT CENTER 1488 000016794660 21607 PHONE SRVCS 06/24/21-07/23/21	329.26
112 G070721 ATT - PAYMENT CENTER 1488 000016794661 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
113 G070721 ATT - PAYMENT CENTER 1488 000016794662 21607 PHONE SRVCS 06/24/21-07/23/21	66.90
114 G070721 ATT - PAYMENT CENTER 1488 000016794663 21607 PHONE SRVCS 06/24/21-07/23/21	23.44
115 G070721 ATT - PAYMENT CENTER 1488 000016794664 21607 PHONE SRVCS 06/24/21-07/23/21	45.17
116 G070721 ATT - PAYMENT CENTER 1488 000016794665 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
117 G070721 ATT - PAYMENT CENTER 1488 000016794666 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
118 G070721 ATT - PAYMENT CENTER 1488 000016794667 21607 PHONE SRVCS 06/24/21-07/23/21	592.20
119 G070721 ATT - PAYMENT CENTER 1488 000016794669 21607 PHONE SRVCS 06/24/21-07/23/21	27.72
120 G070721 ATT - PAYMENT CENTER 1488 000016794670 21607 PHONE SRVCS 06/24/21-07/23/21	43.48
121 G070721 ATT - PAYMENT CENTER 1488 000016794671 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
122 G070721 ATT - PAYMENT CENTER 1488 000016794672 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
123 G070721 ATT - PAYMENT CENTER 1488 000016794673 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
124 G070721 ATT - PAYMENT CENTER 1488 000016794674 21607 PHONE SRVCS 06/24/21-07/23/21	23.42
125 G070721 ATT - PAYMENT CENTER 1488 000016794675 21607 PHONE SRVCS 06/24/21-07/23/21	

_	Α	В	С	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
126	G070721	ATT - PAYMENT CENTER	1488	000016796199	21607	PHONE SRVCS 06/24/21-07/23/21	83.92
127	G070721	ATT - PAYMENT CENTER	1488	000016794668	21607	PHONE SRVCS 06/24/21-07/23/21	23.42
128	G070721	QUADIENT FINANCE USA,INC	1844	POSTAGE JUL 21	21617	POSTAGE FOR JULY 2021	219.99
129	G070721	COUNTRY AUTO & TRUCK, INC.	3008	728463	21610	WATER #54: 2 NEW BATTERIES	393.05
130	G070721	THERMO KING OF CENTRAL CALIFORNIA INC	4851	MK07504	21618	DISPOSAL #23: AC COMPRESSOR	506.72
131	G070721	THERMO KING OF CENTRAL CALIFORNIA INC	4851	MK07548	21618	DISPOSAL #23: FAN MOTOR SWITCH	189.84
132	G070721	CROMER MATERIAL HANDLING-CMH	5208	40011287	21611	WASTE WATER #49: 2 REAR TIRES	531.40
133	G070721 Total						7,721.79
134	G080121	CITY OF WASCO/PUBLIC TRANSIT	1683	9821	21620	CNG FUEL AUG 21-PUBLIC TRANSIT	734.54
135	G080121 Total						734.54
136						GRAND TOTAL	\$ 192,656.39



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 17, 2021

SUBJECT: Receive and File the Investment Report for the month ended June 30, 2021.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended June 30, 2021.

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended June 30, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The City's total cash and Investments market value on June 30, 2021, was \$47,311,432 compared to \$47,012,419 on May 31, 2021. This is a \$299,014 increase from the previous month (\$314,174 increase on a cost basis).

The \$301,974 increase in cash on hand from May to June was primarily driven by the sales tax and Measure X receipts.

As of June 30, 2021, the City has \$32.7 million (69.29%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.33 % during the quarter (ended June 30, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (13.05 %) of the City's Cash and Investment Portfolio. The City also has \$3.1 million (6.59 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.04 % is the average earned by a 3-month Treasury Bill during the month ended June 30, 2021, and the long and medium-term benchmark of 0.30 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended June 30, 2021, was 0.07%.

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

Fiscal Impact:

There is no fiscal impact on this action

Attachments:

1. Investment Report for the month ended June 30, 2021.



Investment Report Wednesday, June 30, 2021

Average	Earnings	Rate
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_	this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	0.33%	0.04%	32,621,171	32,781,433			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo				<u> </u>			
Local Agency Investment Fund (LAIF) - Total			32,621,171	32,781,433	7	69.29 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.41%	0.04%	1,259,494	1,288,444	7	2.72 %	0.00
Cal Trust Short Term Money Market Fund	0.22%	0.04%	1,590,089	1,601,670	1	3.39 %	0.05
Cal Trust Medium Term Money Market Fund	0.38%	0.31%	3,223,658	3,284,192	3	6.94 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details on ne	ext page)						
Certificates of Deposit	2.75%	0.31%	3,000,000	3,066,665	3,604	6.48 %	0.05
Money Market Funds (June 30, 2021)	0.01%	0.04%	52,749	52,749	1	0.11 %	0.00
Investments current month (June 30, 2021)			41,747,161	42,075,152			0.05
Investments previous month (May 31, 2021)			41,734,961	42,078,113			
Less New Cash Investment				<u> </u>			
Net Investment Increase(Decrease) (June 30, 2021)			12,200	(2,960)			
Cash on Hand (June 30, 2021)			5,236,280.02	5,236,280	1	12.45 %	0.00
Cash Transfer In from LAIF				<u>-</u>			
			5,236,280	5,236,280			
Cash on Hand previous month (May 31, 2020)			4,934,306	4,934,306	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			301,974	301,974			
Total Cash and Investments (June 30, 2021)			46,983,441	47,311,432			
Total Cash and Investments previous month (May 31, 2021)			46,669,267	47,012,419			

- (i) The City's Portfolio of Investments comply with the City's Investment Policy.
- (ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.
- (1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources
- (2) Weighted Average Maturity
- (3) Metrics from public sources
- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .07%
- (*) June include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services June 30, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
CERTIFICATES OF DEPOSIT									
PRIVATEBANK &TC CHICAGO ILL		74267GVM6	1.500 %	8/30/2021	250,000	250,590	61	0.53 %	0.00
WELLS FARGO BANK NATL ASSN		949763AM8	1.600 %	8/31/2021	250,000	250,658	62	0.53 %	0.00
ALLY BANK MIDVALE UTAH		02007GEY5	3.000 %	9/13/2021	250,000	251,535	75	0.53 %	0.00
SALLIE MAE BK SLT LAKE CITY UT		795450W35	3.000 %	9/13/2021	250,000	251,535	75	0.53 %	0.00
CROSSFIRST BK LEAWOOD KS		2276ABQ7	1.850 %	9/22/2021	250,000	251,025	84	0.53 %	0.00
STEARNS BK NA ST CLOUD MN		857894UM9	1.950 %	9/29/2021	250,000	251,175	91	0.53 %	0.00
FIRST PREMIER BK SIOUX FALLS		33610RRG0	1.950 %	10/5/2021	250,000	251,280	97	0.53 %	0.00
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	258,955	448	0.53 %	0.01
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	257,833	462	0.53 %	0.01
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	258,290	530	0.53 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	266,810	806	0.53 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	266,980	813	0.53 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					3,000,000	3,066,665	3,604	6.48 %	0.05
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	7/1/2021	52,749	52,749	1	0.11 %	0.00
Total Held by Unionbanc Investment Services					3,052,749	3,119,414	3,605	6.59 %	0.05

- (1) Sources: National Bank Financial Services, LLC
- (2) Weighted Average Maturity



STAFF REPORT

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 17, 2021

SUBJECT: Receive and File the Investment Report for the month ended July 31, 2021.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended July 31, 2021.

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended July 31, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The City's total cash and Investments market value on July 31, 2021, was \$50,088,280 compared to \$47,311,432 on June 30, 2021. This is a \$2,776,847 increase from the previous month (\$2,777,699 increase on the cost basis). The \$2,746,376 increase in cash on hand from June to July was primarily driven by the first of two tranches received by the Federal Government ARP Funding for local governments.

As of July 31, 2021, the City has \$32.8 million (65.50%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.33 % during the quarter (ended June 30, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (12.34%) of the City's Cash and Investment Portfolio. The City also has \$3.1 million (6.22 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.05 % is the average earned by a 3-month Treasury Bill during the month ended July 31, 2021, and the long and medium-term benchmark of 0.31 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended June 30, 2021, was 0.08%.

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

Fiscal Impact:

There is no fiscal impact on this action

Attachments:

1. Investment Report for the month ended July 31, 2021.



Investment Report Saturday, July 31, 2021

Average	Earnings	Rate
---------	-----------------	------

	this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	0.05%	32,647,806	32,808,198			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo				<u> </u>			
Local Agency Investment Fund (LAIF) - Total			32,647,806	32,808,198	7	65.50 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.26%	0.05%	1,260,958	1,292,612	7	2.58 %	0.00
Cal Trust Short Term Money Market Fund	0.17%	0.05%	1,590,320	1,601,901	1	3.20 %	0.04
Cal Trust Medium Term Money Market Fund	0.33%	0.31%	3,224,565	3,288,300	3	6.57 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details of	on next page)						
Certificates of Deposit	2.49%	0.31%	3,000,000	3,059,778	3,232	6.11 %	0.04
Money Market Funds (July 31, 2021)	0.01%	0.05%	54,835	54,835	1	0.11 %	0.00
Investments current month (July 31, 2021)			41,778,484	42,105,624			0.04
Investments previous month (June 30, 2021)			41,747,161	42,074,204			
Less New Cash Investment				•			
Net Investment Increase(Decrease) (July 31, 2021)			31,323	31,419			
Cash on Hand (July 31, 2021)			7,982,656.04	7,982,656	1	18.96 %	0.00
Cash Transfer In from LAIF				•			
			7,982,656	7,982,656			
Cash on Hand previous month (June 30, 2021)			5,236,280	5,236,280	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			2,746,376	2,746,376			
Total Cash and Investments (July 31, 2021)			49,761,140	50,088,280			
Total Cash and Investments previous month (June 30, 2021)			46,983,441	47,311,432			

- (i) The City's Portfolio of Investments comply with the City's Investment Policy.
- (ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.
- (1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources
- (2) Weighted Average Maturity
- (3) Metrics from public sources
- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .08%
- (*) July include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services July 31, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
CERTIFICATES OF DEPOSIT									
PRIVATEBANK &TC CHICAGO ILL		74267GVM6	1.500 %	8/30/2021	250,000	250,303	30	0.50 %	0.00
WELLS FARGO BANK NATL ASSN		949763AM8	1.600 %	8/31/2021	250,000	250,335	31	0.50 %	0.00
ALLY BANK MIDVALE UTAH		02007GEY5	3.000 %	9/13/2021	250,000	250,923	44	0.50 %	0.00
SALLIE MAE BK SLT LAKE CITY UT		795450W35	3.000 %	9/13/2021	250,000	250,923	44	0.50 %	0.00
CROSSFIRST BK LEAWOOD KS		2276ABQ7	1.850 %	9/22/2021	250,000	250,665	53	0.50 %	0.00
STEARNS BK NA ST CLOUD MN		857894UM9	1.950 %	9/29/2021	250,000	250,795	60	0.50 %	0.00
FIRST PREMIER BK SIOUX FALLS		33610RRG0	1.950 %	10/5/2021	250,000	250,888	66	0.50 %	0.00
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	258,323	417	0.50 %	0.01
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	257,333	431	0.50 %	0.01
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	257,763	499	0.50 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	265,703	775	0.50 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	265,828	782	0.50 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					3,000,000	3,059,778	3,232	6.11 %	0.04
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	8/1/2021	54,835	54,835	1	0.11 %	0.00
Total Held by Unionbanc Investment Services					3,054,835	3,114,613	3,233	6.22 %	0.04

- (1) Sources: National Bank Financial Services, LLC
- (2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Luis Villa, Acting Public Works Director

DATE: August 17, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager To Sign and Execute

Agreement with The Charles Machine Works in the amount of \$45,000.00 to

purchase an 800-gallon vacuum excavator.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager to sign and execute an agreement with The Charles Machine Works to purchase an 800-gallon vacuum excavator.

Discussion:

A new 800-gallon vacuum excavator will provide staff with safe digging around utilities minimizing injury and damage to underground utilities. The current nine-year-old aging Ditch Witch is wearing a 500-gallon tank that often falls short on capacity requiring dumping before the job is complete making the job inefficient. The new excavator will provide more capacity to complete repairs sooner and less downtime for customers.

Fiscal Impact:

\$45,000.00 to be paid by the Water Fund.

Attachments:

- 1. Resolution
- 2. Agreement with Exhibit A and B

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 THE CHARLES MACHINE WORKS HANDLING TO PURCHASE ONE VACUUM EXCAVATOR FOR THE PUBLIC WORKS WATER DEPARTMENT IN THE AMOUNT OF \$45,00.00

WHEREAS, the City wishes to purchase a new 800-gallon vacuum excavator from Charles Machine Works for the replacement of the current Water Department vacuum excavator.

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, Charles Machine Works and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the agreement; and,

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

WHEREAS, the City's cost for the vacuum excavator in the amount of \$45,000.00 to be from the Water Fund; 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 the Agreement (attached hereto) with The Charles Machine Works to purchase one vacuum excavator for the Public Works Water Department in the amount of \$45,000.00

-000-

the following vote:	
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
Attest:	GILBERTO REYNA, MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CIERK and Ex Officio Clerk of	

the Council of the City of Wasco

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 <u>August 17, 2021</u>, by

AGREEMENT No. 2021

THIS AGREEMENT made this _	day of _	, 2021, by and
between the CITY OF WASCO, hereinat	fter "City", and	PAPĒ D.W., INC. dba
Ditch Witch West, an Oregon Corporation.	hereinafter "Co	ntractor,"

WITNESSETH:

WHEREAS, City wishes to purchase the MV 800 Self Contained Vacuum Excavation Unit (the "Equipment") with warranties as more particularly described, respectively, in Exhibits "A" and "B" 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 Equipment under the terms and conditions described hereinafter.
- 3. The full cost of the Equipment shall not exceed \$45,000.00, inclusive of shipment and taxes (the "Price"). The Price shall be payable within thirty (30) days after delivery of the Equipment and City's inspection and approval.
- 4. Contractor shall deliver the Equipment within 30 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 Equipment.
- 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 Papé D.W., Inc. dba Ditch Witch West, 7323 E. Manning Avenue, Fowler, CA 93625, Fax (559) 834-5751, Email -kellic@ditchwitchwest.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 8, 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"

PAPĒ D.W., INC. dba Ditch Witch West, an Oregon Corporation, "Contractor"

Name: Kelly Hendricks

Its: Accounts Receivable, Pape DW Inc Dba Ditch Witch West



The Charles Machine Works 1959 West Fir Avenue P.O.Box PO BOX 66 Perry, OK 73077

Phone No : 1-800-654-6481 Fax No : 580 336 0617

Email: global@ditchwitch.com

Sold-to Party Address

CITY OF WASCO MEMBER #21210 746 8TH STREET WASCO CA 93280

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 Quotation No.
 20170796

 Document Date
 06/28/2021

 Customer No.
 512811

Dealership DITCH WITCH WEST (FOWLER, CA)

FOWLER

PO

Created by Jon McLarty

Global Account Price Quote Quote Valid until: 08/30/2021

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details							
Qty	Material Description	Unit Price	Discount	Amount			
1EA	VAC - VAC						
1EA	MV800 - MV800 Mud Vac System With the following configuration: Decals English Spoils Tank 800 Gallon Water Pump Yes Water Tank 100 Gallons Reverse Flow Yes Hose and Tooling None Accessories 5ft Suction Tool (3in) Accessories Hydraulic Door Accessories Prospector Digging Lance Hydraulic Oil Standard Color Standard Trailer Model T14MV						
1EA	310-893 - SUCTION TOOL						
1EA	190-2507 - PROSPECTOR ASSEMBLY, W/48" LANC E,#3 NOZZ						
1EA	025-1019 - MV800 TRAILER						

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works 1959 West Fir Avenue P.O.Box PO BOX 66 Perry, OK 73077

Phone No: 1-800-654-6481 Fax No: 580 336 0617

Email: global@ditchwitch.com

Sold-to Party Address

CITY OF WASCO MEMBER #21210 746 8TH STREET WASCO CA 93280

Quotation

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Quotation No. 20170796 **Document Date** 06/28/2021 Customer No. 512811

Dealership DITCH WITCH WEST (FOWLER, CA)

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

luota	tion Details			
Qty	Material Description	Unit Price	Discount	Amount
				=
		Corporate Account I	Price	39,102.57
		Total Freight		2,461.40
		Total Tax		3,429.03
		Tire Tax		7.00
		Total Amount		\$ 45,000.00
				, 10,000
		Confidentiality Notice:		

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Warranty

Ditch Witch® Equipment and Replacement Parts Limited Warranty Policy

Subject to the limitation and exclusions herein, free replacement parts will be provided at any authorized Ditch Witch dealership for any Ditch Witch equipment or parts manufactured by The Charles Machine Works, Inc. (CMW) that fail due to a defect in material or workmanship within one (1) year of first commercial use. Free labor will be provided at any authorized Ditch Witch dealership for installation of parts under this warranty during the first year following "initial commercial" use of the serial-numbered Ditch Witch equipment on which it is installed. The customer is responsible for transporting their equipment to an authorized Ditch Witch dealership for all warranty work.

Exclusions from Product Warranty

- All incidental or consequential damages.
- All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended.
- All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.
- All engines and engine accessories (these are covered by original manufacturer's warranty).
- Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser).
- ALL IMPLIED WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING ANY WARRANTY OF FITNESS FOR A
 PARTICULAR PURPOSE AND MERCHANTABILITY.

IF THE PRODUCTS ARE PURCHASED FOR COMMERCIAL PURPOSES, AS DEFINED BY THE UNIFORM COMMERCIAL CODE, THEN THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF AND THERE ARE NO IMPLIED WARRANTIES OF ANY KIND WHICH EXTEND TO A COMMERCIAL BUYER. ALL OTHER PROVISIONS OF THIS LIMITED WARRANTY APPLY INCLUDING THE DUTIES IMPOSED.

Ditch Witch products have been tested to deliver acceptable performance in most conditions. This does not imply they will deliver acceptable performance in all conditions. Therefore, to assure suitability, products should be operated under anticipated working conditions prior to purchase.

Defects will be determined by an inspection within thirty (30) days of the date of failure of the product or part by CMW or its authorized dealer. CMW will provide the location of its inspection facilities or its nearest authorized dealer upon inquiry. CMW reserves the right to supply remanufactured replacements parts under this warranty as it deems appropriate.

Extended warranties are available upon request from your local Ditch Witch dealer or CMW.

Some states do not allow exclusion or limitation of incidental or consequential damages, so above limitation of exclusion may not apply. Further, some states do not allow exclusion of or limitation of how long an implied warranty lasts, so the above limitation may not apply. This limited warranty gives product owner specific legal rights and the product owner may also have other rights which vary from state to state.

For information regarding this limited warranty, contact CMW's Product Support department, P.O. Box 66, Perry, OK 73077-0066, or contact your local Ditch Witch dealer.

First version: 1/91; Latest version: 11/11



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Luis Villa, Acting Public Works Director

DATE: August 17, 2021

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 per trip for the Acting

Deputy Public Works Director and Facilities Maintenance Technician to attend a Public Works Inspection Course on October 26 – 27 in San Diego.

Recommendation:

Staff recommends the City Council approve travel expenses.

Discussion:

This request is for approval of staff to attend training designed in partnership with Berkeley, California Department of Transportation, and the Division of Local Assistance on inspection practices in San Diego on October 26 – 27, 2021.

This training will update the Acting Deputy on changes to practices regarding inspections, safety, dispute resolutions, new construction methods, and new legal requirements in relation to improvement projects. In addition, this training contains topics that are very relatable to upcoming work on the Poso Underpass Project.

This training will allow the Facilities Maintenance Technician to gain working knowledge in wood and structural construction and many other topics that will assist in his assessment of various City-Owned facilities. Having the ability to properly assess our facilities and which approach to take when a problem is found is crucial.

Both attendees will receive 1.60 continuing education credits after course completion.

Fiscal Impact:

It is estimated that the cost of this training will not exceed \$2,500, including the course fees and travel expenses. The training has been budgeted

Attachments:

1. Training Information

TechTransfer (https://www.techtransfer.berkeley.edu/)

Home (https://www.techtransfer.berkeley.edu/home) » Register Online

Fundamentals of Inspection Practice

Dates: October 26-27, 2021

Meets: Tu and W from 8:00 AM to 5:00 PM Location: The Lafayette Hotel, San Diego There are still openings remaining at this time.

Description

This class is offered in partnership with the <u>California Department of Transportation</u>, <u>Division of Local Assistance (http://www.dot.ca.gov/hq/LocalPrograms/training.html)</u>. Registration fees are subsidized with funding from the Cooperative Training Assistance Program. Reduced rates are available to employees of California's city, county, regional, and other public agencies only.

Description

Inspectors are key members of the construction project team. Inspectors ensure that public agencies produce quality projects and help reduce potential liability caused by poor engineering performance. The administrative and technical responsibilities of the inspector continue throughout project delivery and are critical for effectively maintaining a project's compliance with contract requirements. This course provides an introduction to all of the basic skills needed by the field inspector for most traditional highway construction projects.

Click here for a detailed course outline. (/wconnect/ace/custom/pdf/pd_o1.pdf)

Topics Include

- scope of an inspector's authority and responsibilities
- documentation, reports, and legal requirements
- how the inspector helps ensure safety on the job site
- how to minimize disputes and claims between parties and get your point across to the contractor
- inspection methods and tips for earthworks, pilings, asphalt pavement construction, pipelines, portland cement, protective coatings
- duties of the inspector at project closeout

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What You Will Learn

Students gain good working knowledge of the sources, scope, and limits of the inspector's authority and responsibilities, including the importance of inspectors for reducing liability risks for the public agency. Students learn how to inspect wood construction, structural steel, earthworks, pavement, pipelines, Portland Cement concrete, and protective coatings; what to do when a problem is found; and how to be an effective member of the construction project team.

Who Should Attend

This course is intended for public agency resident engineers and construction inspectors responsible for the physical observation and inspection of construction work on the job site. This course focuses on fundamental concepts and is recommended for new construction inspectors, or those needing a refresher course of basic inspection concepts, or those seeking to get into the construction inspection line of work.

For More Information

About our courses and credits, see <u>our FAQ (https://www.techtransfer.berkeley.edu/faq-page)</u>
About cancellations, refunds, and substitutions, see <u>How to Enroll (http://www.techtransfer.berkeley.edu/training/how-enroll)</u>

Cancellation Policy

Cancellation fee is \$75. There are no refunds for classes with registration fees of \$75 or less. For all other classes, you may cancel your enrollment and receive a refund of your registration fee less \$75, provided we receive your written request to cancel at least 5 full working days before the class is scheduled to begin.

In lieu of canceling your registration, you have three additional options, you may (1) transfer your registration to another class, (2) receive a tuition credit for the full amount, useable toward a future class, or (3) send a substitute in your place. Please contact us at least 5 full working days before the class is scheduled to begin so we may process your request.

We recommend you discuss any possible problems or online security issues with your IT person before you register for any online classes. If you are worried about connectivity issues, please contact the online training coordinator the week before the class to schedule a time to test your system. If you do not test your system and you have technical issues during a live online class, we will not provide a refund.

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2 of 4 8/10/2021, 7:19 AM

Or email us with your questions at registrar@techtransfer.berkeley.edu Or call us at 510-643-4393

Notes:

We are currently working on getting a sleeping room block for this course. Please check back in a week for details.

For all in-person classes, we will meet or exceed recommendations from the Centers for Disease Control and Prevention, the California Department of Public Health, and guidance from the University of California, Berkeley regarding events, as well as any local health department directives from the jurisdiction in which the class is located.

At this time, that means that in our classrooms physical distancing among class participants is not required. We will be providing and encouraging use of hand sanitizer and discouraging hand shakes. Regardless of less strict guidance and out of an abundance of caution, we will continue to require all students and instructors to wear masks indoors, with these exceptions: (1) the instructor, while teaching and greater than 6' from others, and (2) anyone, while eating or drinking. We'll ask all students to agree to mask wearing when they register for in-person classes. If you do not agree to wearing a mask indoors for the duration of the class, please do not register for any in-person classes at this time.

<u>Fees</u>

Hours:	16.00
CEUs:	1.60

Fee Breakdown

Category	Description	Amount
Course Fee (Alternate)	Standard fee	\$ 750.00
Course Fee (Basic)	CA Public Agency	\$ 375.00

Location

The Lafayette Hotel, San Diego

The Lafayette Hotel, Swim Club & Bungalows 2223 El Cajon Blvd San Diego, California, 92104

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Instructor

Joseph Goldhammer

Consultant, Retired from San Diego County Department of Public Works

Mr. Goldhammer has extensive experience in public works projects, having worked for over 20 years at the County of San Diego Department of Public Works with responsibilities over a wide range of street and highway construction and design work. He has also taught soils engineering at Southwestern College and has served as a consultant to Paramount Petroleum Corporation.

Larry Horsman

Civil and Materials Engineer, San Diego County Department of Public Works

Mr. Horsman teaches building construction and technology at Mesa College in San Diego. His expertise includes construction materials, building inspection, construction management, and construction practices. At the San Diego County Department of Public Works, he runs the county DPW Materials Lab and works with geotechnical, materials, hazmat, and constructability issues.

Sessions

Date	Day	Time	Location
10/26/2021	Tuesday	8 AM to 5 PM	The Lafayette Hotel, San Diego
10/27/2021	Wednesday	8 AM to 5 PM	The Lafayette Hotel, San Diego

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STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Luis Villa, Acting Public Works Director

DATE: August 17, 2021

SUBJECT: Accept Notice of Completion and Notice of Acceptance of the Demolition

Project at 764 H Street and Authorization for the City Clerk to file the Notice

of Completion with the Kern County Recorder.

Recommendation:

Staff recommends the City Council Accept the Notice of Completion and the Notice of Acceptance of the Demolition Project at 764 H Street and authorize the City Clerk to file the Notice of Completion.

Background:

On April 6, 2021, the City Council approved the award of this Project to David Knott Inc. in the amount of \$41,288.00.

This project was proposed to allow the City to move forward with plans to relocate the Animal Control Facilities to 750 H Street. Demolition of this building will allow for future installation of outdoor kennels and a block wall. Following this phase in the Animal Shelter relocation will be the installation of a block wall around the perimeter of the area and securing the location prior to commencement of renovations.

Discussion:

This Project included hazardous materials abatement as well as demolition of the structure. The demolition included the building, trees, existing concrete, and existing trash/weeds on the site. The Contractor left the property free of any debris, graded and leveled the site allowing us to move forward with future work.

Fiscal Impact:

The New Animal Shelter was budgeted \$800,000.00 in the 2020-21 Fiscal Year budget. This project stayed within budget.

Attachments:

- 1. Notice of Acceptance
- 2. Notice of Completion



(661) 758-7271 Fax (661) 758-1728 801 8th 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: David Knott, Inc.

3. Surety of Faithful Performance

and Labor and Material Bond: Contractors Bonding and Insurance Company

4. Contract For: 750 H Street Demolition

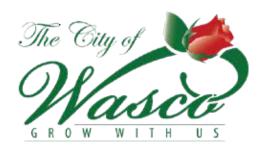
5. Date of Contract: April 6. 2021

6. Date of Completion: June 12, 2021

I, Luis Villa, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on August 17, 2021.

Luis Villa Acting Public Works Director City of Wasco

Recording	Requested By:		
CITY OF W	ASCO		
Maria O. Ma	artinez, City Clerk		
	corded Mail to:		
City of Wa			
746 8 th St			
Wasco, C	A 93280		
		NOTICE OF (COMPLETION
NOTICE IS	HEREBY GIVEN THAT:		
1. The under	signed is OWNER or Agent of the	OWNER of the interest or esta	te 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, V	Wasco CA 93280
4. The NATU	RE OF THE INTEREST or ESTA	TE of the undersigned is: In F	Fee.
(if oth	ner than fee, Strike "In Fee" and in	sert, for example, "Purchaser u	nder contract of purchase," or "Lessee.")
5. The FULL	NAMES and FULL ADDRESSES		IO HOLD SUCH INTEREST or ESTATE with the undersigned as
JOINT TENA	NTS IN COMMON are: Names		Addresses
	Names		Addresses
	mes and full addresses of the pre- ent of the work of improvement he		lersigned if the property was transferred subsequent to the
	Names		Addresses
7. A work of i	mprovement on the property here	inafter described was COMPLE	June 12, 2021
8. The work of	of improvement completed is desc	ribed as follows:	746 H Street Demolition
0 The NAME	OF THE ORIGINAL CONTRAC	TOP if any for such work of im	provement is: David Knott, Inc.
3. THE NAME	OF THE ORIGINAL CONTRAC	TOR, If arry, for Such work of life	David Knott, Inc.
10. The stree	et address of said property is:	746 H Street	
	erty on which said work of improve		City of Wasco, County of Kern, State of California,
		sment was completed is in the	Olly of Wasco, County of Nem, State of Camornia,
	escribed as follows:	100 1 10 1	
/46 H	Street existing preschool demo	olition and site clearing.	
	08/17/2021		
	Date		Gilberto Reyna., Mayor, City of Wasco
			Cliberto regria., Mayor, Orly of Wasoo
	or INDIVIDUAL owner and declare under penalty of pe		e of California that I am the owner of the aforesaid interest or estate in the
property desc			d understand the contents thereof, and that the facts stated therein are true
and correct.	NOT APPLICABLE		NOT APPLICABLE
	NOI AFFLICABLE		NOI AFFLICABLE
	Date and Place		Signature of Owner named in paragraph 2
\	an NON INDIVIDUAL access of the		
			enalty of perjury under the laws of the State of California that I am the e notice; that I have read the said notice, that I know and understand the
	eof, and that the facts stated there	ein are true and correct.	,
	08/17/2021, City of Wasco,	CA	
	Date and Place		Gilberto Reyna., Mayor, City of Wasco
			,,,,,,,, -



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Luis Villa, Acting Public Works Director

DATE: August 17, 2021

SUBJECT: Accept Notice of Completion and Notice of Acceptance of the SB1 2021

SB1 Streets Overlay 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 SB1 2021 SB1 Streets Overlay Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.

Background:

On March 16, 2021, the City Council approved the award of this Project to Mac General Engineering, Inc. in the amount of \$378,603.70.

The State of California established SB1 funding in order to address deteriorating road conditions throughout the State. The project included the reconstruction of Birch Ave., 2nd Street, 3rd Street, and 4th Street. Additionally, the plans included the undergrounding of conduit which will allow the City to add street lighting to all of these streets in the future without disrupting the new asphalt. This project was programmed to be used with the City's apportionment of SB1 funds.

Discussion:

Mac General Engineering, Inc. has completed the work outlined in the plans and specifications of the project, prompting the closeout of the project.

There were a total of 3 change orders as follows:

- 1. Replacement of 238 feet of storm drain siphon pipe (+\$11,366.88): It was discovered during construction that the existing storm drain siphons on Birch were deteriorated and would likely cause issues with the roadway. It was decided that this would be the best time to replace these lines.
- 2. Remove/Replace Curb and Gutter (+\$5,537.52): 72 feet of curb and gutter were found to be sunken by a previous water leak. In order to ensure proper drainage,

it was determined that we should remove this section of the curb and gutter and replace it new at the proper elevation.

3. Construct Manhole Top (+\$3,382.22): Upon lowering of existing manholes, it was discovered that one of the manholes was not a typical pre-cast manhole top. Instead, it had been poured in place. In order to pave, they had to tear out the existing manhole and replace it after paving was complete.

In addition to the change orders listed above, there were some cost variations as follows:

- 1. Adjust survey monuments to grade (-\$3,000.00): The bid called for 4 survey monuments to be replaced during construction. It was discovered that there was only 1 monument existing that needed to be replaced. This was a cost-saving.
- 2. Adjust manhole cover to grade (-\$1,850.00): Due to one of the manholes having to be formed and poured, one of these items was reduced, and a change order was created.
- 3. Type B Hot Mix Asphalt (+\$13,066.84): Due to miscalculation and/or minor grade changes during construction, there was a slight variance in the tonnage of asphalt used on the roadway. This is typical of a paving project this size.
- 4. Remove and Replace broken C&G (-\$980.00): Due to the different scope of curb and gutter replacement, a new cost was negotiated to lower the price per foot. This was reflected in the change order.

Total cost change: \$27,523.46

Fiscal Impact:

The City originally budgeted \$519,000.00 in the Fiscal Year 2020 –21 Budget. The City spent \$32,160.00 on preliminary engineering and \$406,127.16 on construction totaling \$438,287.16 Overall savings a total of \$80,712.84

Attachments:

- 1. Notice of Acceptance
- 2. Notice of Completion



(661) 758-7271 Fax (661) 758-1728 801 8th 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: Mac General Engineering, Inc.

3. Surety of Faithful Performance

and Labor and Material Bond: Merchants Bonding Company

4. Contract For: 2021 SB1 Streets Overlay Project

5. Date of Contract: March 16. 2021

6. Date of Completion: June 8, 2021

I, Luis Villa, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on August 17, 2021.

Luis Villa Acting Public Works Director City of Wasco

Recording F	Requested By:				
CITY OF WA	ASCO				
Maria O. Ma	rtinez, City Clerk				
	orded Mail to:				
City of Wa					
746 8 th Str Wasco, C					
vvasco, c/	4 93200				
		NOTICE OF COM	IDI ETION		
NOTICE IS I	HEREBY GIVEN THAT:	NOTICE OF COM	IPLETION		
		DWNER of the interest or estate sta	ited below in the pi	roperty hereinafter described	
	NAME of the OWNER is	City of Wasco	accusoron in the pr	reporty noromatical decomposition.	
	ADDRESS of the OWNER is	746 8th Street, Waso	CA 93280		
	RE OF THE INTEREST OF ESTATI		CO CA 93200		
4. THE NATOR	CE OF THE INTEREST OF ESTATI	c of the undersigned is. In Fee.			
(if other	or than foo Strike "In Foo" and inco	ert, for example, "Purchaser under	contract of purcha	co " or "I occoo ")	
,		•	•	EST or ESTATE with the undersigned as	
	NTS IN COMMON are:			-	
	Names			Addresses	
	nes and full addresses of the predent ont of the work of improvement here	ecessors in interest of the undersig ein referred to:	ned if the property	was transferred subsequent to the	
	Names			Addresses	
		<u> </u>	•	0.2021	
		after described was COMPLETED		ne 8, 2021	
8. The work of	f improvement completed is descri	bed as follows: 2021	SB1 Streets C	Overlay Project	
9. The NAME	OF THE ORIGINAL CONTRACTO	OR, if any, for such work of improve	ement is: Ma	ac General Engineering, Inc.	
10. The street	address of said property is:	Birch, 1st, 2nd, 3rd Streets			
11. The prope	rty on which said work of improver	ment was completed is in the	City of Wasco,	County of Kern, State of California,	
and is des	scribed as follows:				
Remove	e and replace existing asphalt,	installation of curb and gutter,	striping and inst	allation of underground conduit.	
	08/17/2021	-			
	Date		Gilberto Reyn	a., Mayor, City of Wasco	
	r INDIVIDUAL owner		Naliforni i a di addi anno	the account the aforest Material and a set of the	
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 tru					
and correct.	NOT A DRIVE DATE	·	NOT A DRA	CARLE	
	NOT APPLICABLE		NOT APPLI	CABLE	
•	Date and Place		Signature of C	Owner named in paragraph 2	
Varification for		undersianed deeless water a confic	· ·		
				he laws of the State of California that I am the d the said notice, that I know and understand the	
	of, and that the facts stated therein	n are true and correct.			
	08/17/2021, City of Wasco, O	<u>CA</u>		-	
	Date and Place		Gilberto Reyn	a., Mayor, City of Wasco	



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Keri Cobb, Community Development Director

Tom Schroeter, City Attorney

DATE: August 17, 2021

SUBJECT: Adopt a Resolution of the City Council of the City of Wasco Establishing a

User and Regulatory Fee Policy

Recommendation:

Staff recommends the City Council adopt a resolution establishing a user and regulatory fee policy.

Background:

On September 1, 2020, the City Council adopted a resolution authorizing the City Manager to enter into an agreement with ClearSource Financial Consulting to conduct a User and Regulatory Fee Study. In addition to the user and regulatory fee study, the consultant has drafted a user and regulatory fee policy for City Council consideration.

Discussion:

The proposed policy identifies the purpose of the document, the rationale behind implementing fees, the basis for fees, cost recovery guidelines, and establishes how future increases in fees will be benchmarked and adjusted. Specifically, the cost recovery guidelines contained with the Fee Policy specify cost recovery thresholds ranging from no cost recovery to a penalty category which applies to certain fees for noncompliance with the City's Municipal Code. The recommended Fee Policy contains criteria for each cost recovery threshold, establishes an annual increase to fees reflected in the consumer price index, and provides for a periodic comprehensive analysis of fees.

Staff recommends the City Council adopt the proposed fee policy as drafted subject to minor corrections and final City Attorney review.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO ESTABLISHING A USER AND REGULATORY FEE POLICY

Whereas, user and regulatory fees are established by the City Council; and

Whereas, periodically the City intends to calculate the cost of providing various user and regulatory fee-related services and update the City's schedule of user and regulatory fees; and

Whereas, a user and regulatory fee policy provides a consistent framework for the analysis and evaluation of user and regulatory fees imposed by the City of Wasco.

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

SECTION 1: That the City Council hereby adopts the user and regulatory fee policy as set forth in attached Exhibit "A" and incorporated by this reference.

-000-

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 <u>August 17, 2021</u> by the following vote:

COUNCIL MEMBERS: AYES:

/ \ I L J .

NOES:

ABSTAIN: ABSENT:

GILBERTO REYNA,

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

Purpose of User and Regulatory Fee Policy

The purpose of this User and Regulatory Fee Policy is to provide a consistent framework for the analysis and evaluation of user and regulatory fees imposed by the City of Wasco. Topics covered in the policy include:

- Services for which user fees are appropriately considered
- Basis for maximum fee amounts
- U Amount of costs to be recovered from fees
- U Procedures for updating fees

Implementation of Fees

User fees are applied to recover all or a portion of the City's costs for providing service of individual benefit or cause. "Providing service" means activities at the option of the individual, such as requests for service, or City response to the decisions or actions of the individual, such as regulation.

The wide-ranging application of user and regulatory fees for services of individual benefit or cause enables the general revenue sources of the City to be directed more fully to other services yielding broader community benefit.

User and regulatory fees are managed by nearly every operating function within the City. Areas where user and regulatory fees may be commonly applied include:

- Regulatory activities, such as review and inspection of land development, construction/building, and improvements to infrastructure, and other areas of code review, compliance, and enforcement
- Permitting, such as special events and use of public facilities, infrastructure, and services
- Facility rentals and use of public spaces, such as community centers, recreational sites, parks, and athletic field use
- Program participation
- Municipal operations providing service of individual benefit/request
- Municipal operations responding to individual action
- U Licensing, billing, records management, and administrative service
- Direct-billing City staff time

Refer to the City's *Schedule of User and Regulatory Fees* for a complete list of current services for which a user or regulatory fee is imposed.

Basis for Fees

User and regulatory fees are set at the discretion of the City Council, so long as the fees conform to the requirements of Article 13C of the California Constitution, which requires a "cost of service" basis for setting fee amounts.

The City's user and regulatory fees will be set according to the estimated reasonable cost of service. Furthermore, user and regulatory fees will bear a fair and reasonable relationship to the payer's burdens on or benefits received from the activities and/or services provided by the City.

When evaluating user and regulatory fees, the City will calculate the "full cost of service," for each activity, which is the maximum fee amount allowed. The full cost of service will include components for:

- **Ü** The direct costs of service:
 - The labor associated with the performance of service from all personnel involved in the activity
 - The services, supplies, and/or materials required to complete the activity
- **Ü** A reasonable share of the indirect costs of service:
 - The services, supplies, and materials which support the personnel involved in the activity
 - The indirect management, administration, and support services associated with the City functions involved in the activity
 - The central services, City management and administration, and governmental oversight associated with the functions involved in the activity

Cost Recovery in Fees

Once the full cost of service is established for each activity, the City will apply a consistent set of guidelines for determining the amount of cost to be recovered in the final fee amount. A cost recovery percentage will be applied to the full cost of service to calculate the fee.

Figure 1 explains the City's guidelines for setting a cost recovery threshold for each activity where user or regulatory fees are applied. The cost recovery threshold assigned to each fee-related service will be identified in the periodic analysis and documentation supporting the calculation of the City's user and regulatory fees.

FIGURE 1 | COST RECOVERY GUIDELINES

COST RECOVERY THRESHOLD

"NONE"

No Recovery of the Costs of Service

CHARACTERISTIC OF THE SERVICE / ACTION

- Acute interest in protecting:
 - Public safety
 - Integrity of City infrastructure, assets, and operations
 - Vulnerable populations
- Collection of fees is not feasible or cost-effective

"LOW"

Up to 50% of the Full Cost of Service

- The broader public benefits greatly from the individual service provided
- Larger fee amounts may discourage compliance with City requirements
- Market sensitivities may negatively impact demand for services deemed important to the character of the community
- City policy directs an influence on fee amounts for:
 - Concern for low-income participation
 - Concern for specific sectors, such as owner-occupied residences or small business
 - Priority for resident participation, versus non-resident

"MODERATE"

Greater than 50% of the Full Cost of Service

- While the individual benefits greatly from service provided, public benefit or public interest in compliance/participation is present
- Factors described in lower thresholds retain some influence
- Though service benefits the individual to a high degree, fee levels should be sensitive to the encouragement of current City initiatives

"FULL"

100% of the Full Cost of Service

- Service benefits the individual to a great degree
- Service is highly regulatory
- Fee amounts do not materially impact compliance or demand
- Fee amounts for comparable service are in line with other regional communities
- The City discourages the activity

"PENALTY"

Greater than Full Cost

Must be a fine/penalty for non-compliance with City code

Update of Fees

ANNUAL UPDATE

The City will update fees annually to ensure fee amounts keep pace with cost inflation experienced by the City. The following cost index will be used as the basis for calculating annual changes to fee amounts: Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area.

PERIODIC COMPREHENSIVE UPDATE

The City will complete a thorough user and regulatory fee study periodically, at least every five years, to determine the full cost of service of each activity included in the *City's Schedule of User and Regulatory Fees*. The user fee study will:

- Analyze the direct and indirect costs associated of existing and new fee-related services provided Citywide,
- Revisit cost recovery thresholds applied to fee-related services, and
- Determine updated fee amounts consistent with the cost of service basis and the City's cost recovery policies at that time.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 17, 2021

SUBJECT: Adopt a Resolution Authorizing the Removal of Alexandro Garcia and

adding John Pallares as a Signing Authority for all City Bank Accounts.

Recommendation:

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

Discussion:

The City's Bank Accounts require a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank accounts. Through this resolution, we are adding John Pallares as the Mayor Pro-Tem and removing Alexandro Garcia.

Gilberto Reyna Mayor

John Pallares Mayor Pro-Tem Michael Scott Hurlbert City Manager Maria Martinez City Clerk Lamar Rodriguez Treasurer

Isarel Perez-Hernandez Deputy Treasurer

Fiscal Impact:

None.

Attachments:

1. Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE REMOVAL OF ALEXANDRO GARCIA AND ADDING JOHN P. PALLARES AS A SIGNING AUTHORITY FOR ALL CITY OF WASCO BANK ACCOUNTS

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

Gilberto Reyna Mayor

John P. Pallares Mayor Pro-Tem
Michael Scott Hurlbert City Manager
Maria Martinez City Clerk
Lamar Rodriguez Treasurer

Isarel Perez-Hernandez Deputy Treasurer

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

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

SECTION 2: Effective August 17, 2021 John P. Pallares, Mayor Pro-Tem will have signing authority for all City of Wasco bank accounts.

SECTION 3: Effective August 17, 2021 Alexandro Garcia, Council Member will be removed from signing authority for all City of Wasco bank accounts.

-000-

COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
Attest:	GILBERTO REYNA MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of	

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 <u>August 17, 2021</u>, by

the following vote:

the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Scott Hurlbert, City Manager

DATE: August 17, 2021

SUBJECT: Adopt a Resolution approving the City of Wasco COVID-19 Prevention

Program (CPP) with an effective date of 08/17/2021 and Authorize the City

Manager to approve future changes to the program language.

Recommendation:

Staff recommends Approval of City of Wasco COVID-19 Prevention Program (CPP) with an effective date of 08/17/2021.

Discussion:

The City of Wasco's COVID-19 Prevention Program (CPP) is designed to control employees' exposures to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace. With some exceptions, all employers and places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP) pursuant to the Emergency Temporary Standards in place for COVID-19 (California Code of Regulations (CCR), Title 8, section 3205(c). Cal/OSHA developed a model program to assist employers with creating their own unique CPP tailored to their workplace. The City of Wasco following the guidance of the Cal/OSHA model and created the attached CPP. The purpose of the City of Wasco's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Lab. Code §§ 6300, et seq.) and associated regulations (8 C.C.R. § 3205). Nothing in this CPP precludes the City of Wasco from complying with federal, state, or local laws or public health order or guidance that may recommend or require measures that are more prescriptive and/or restrictive than those that are provided herein.

The CPP shall apply to all City of Wasco employees, including those who are "fully vaccinated". The program identifies employees' requirements including but not limited to completion of COIVD-19 Exposure Contact Tracing, face covering, respirators, and PPE. Other items include immediately reporting to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities. The CPP also outlines Employer responsibilities including but not limited to testing availabilities for the

employees, cleaning measures, PPE, face mask, respirators, reporting, and record keeping.

The City of Wasco strives to maintain a workplace that is free from recognized hazards, such as COVID-19.

The City will make changes through established processes and advise employees of material changes within a reasonable time period of any future updates. Since COVID-19 updated are ever changing Staff Recommends the City Council approve the City Manager to make future changes to the program language. Major changes to the structure of the policy will be presented to council for their review and approval.

Fiscal Impact:

No fiscal impact.

Attachments:

- 1. Resolution
- 2. COVID-19 Prevention Program (CPP)

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CITY OF WASCO COVID-19 PREVENTION PROGRAM (CPP) WITH AN EFFECTIVE DATE 08/17/2021AND AUTHORIZE THE CITY MANAGER TO APPROVE FUTURE CHANGES TO THE PROGRAM LANGUAGE

WHEREAS, the City Council Approval of a Resolution to approve the City of Wasco COVID-19 Prevention Program (CPP).; and

WHEREAS, The City of Wasco's COVID-19 Prevention Program (CPP) is designed to control employees' exposures to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace.

WHEREAS, The City of Wasco's City Manager will be able to approve future changes to the program language.

NOW THEREFORE BE IT RESOLVED,

SECTION 1: Approves the City of Wasco COVID-19 Prevention Program (CPP).

SECTION 2: Authorize the City Manager to approve future changes to the program language.

-000-

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 <u>August 17, 2021</u>, by the following vote:

	GILBERTO REYNA, MAYOR of the City of Wasco
ABSTAIN: ABSENT:	
NOES:	
COUNCIL MEMBERS: AYES:	

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



COVID-19 Prevention Program ("CPP")

CITY OF WASCO COVID-19 PREVENTION PROGRAM (CPP)

PURPOSE:

The purpose of the City of Wasco's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Lab. Code §§ 6300, et seq.) and associated regulations (8 C.C.R. § 3205).

Nothing in this CPP precludes the City of Wasco from complying with federal, state, or local laws or public health order or guidance that may recommend or require measures that are more prescriptive and/or restrictive than those that are provided herein.

SCOPE

Unless one of the exceptions provided below applies, this CPP shall apply to all City of Wasco employees (hereinafter referred to as "employees"), including those who are "fully vaccinated".

The following employees are exempt from coverage under the CPP: (1) Employees who are teleworking from home or a location of the employee's choice that is not under the control of the City of Wasco; (2) Employees who are working in or at a work location and do not have contact with any other individuals; and (3) Employees that because of their tasks, activities or work location have occupational exposure as defined by the Aerosol Transmissible Diseases ("ATD") regulation (*i.e.*, 8 C.C.R. § 5199).

DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

"Close contact COVID-19 exposure" means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" as defined here. This definition applies regardless of the use of face coverings. Employees who were wearing a respirator as required by the City of Wasco and who used such respirator in compliance with Title 8 Section 5144 during contact with a COVID-19 case will be deemed not to have had close contact COVID-19 exposure.

"COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

"COVID-19 case" means a person who either:

- Has a positive COVID-19 test as defined in this section¹;
- Is subject to COVID-19-related order to isolate issued by a local or state health official;
- Has a positive COVID-19 diagnosis from a licensed health care provider; or
- Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

¹ Not to include false positive exams.

"COVID-19 hazard" means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

"COVID-19 symptoms" means one of the following:

- fever of 100.4 degrees Fahrenheit or higher or chills;
- cough;
- shortness of breath or difficulty breathing;
- fatigue;
- muscle or body aches;
- headache:
- new loss of taste or smell;
- sore throat;
- congestion or runny nose;
- nausea or vomiting; or
- diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

"COVID-19 test" means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration ("FDA") or has an Emergency Use Authorization ("EUA") from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA EUA as applicable.

"Exposed group" means all employees at a work location, working area, or a common area at work, where a COVID-19 case was present at any time during the high-risk exposure period. However, if the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and all employees were wearing face coverings at the time the COVID-19 case was present, other people at the work location, working area, or common area would not constitute part of the exposed group. Common areas at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. However, places where employees momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.

"Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings, and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

"Fully vaccinated" means the City of Wasco has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

"High-risk exposure period" means the following: For COVID-19 cases who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until each of the following are true: (1) it has been ten (10) days since symptoms first appeared; (2) 24 hours have passed with no fever, without the use of fever-reducing medications; and (3) symptoms have improved; or For COVID-19 cases who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

"Respirator" means a respiratory protection device approved by the National Institute for Occupational Safety and Health ("NIOSH") to protect the wearer from particulate matter, such as an N95 filtering facepiece respirator.

"Worksite," for the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the City of Wasco that a COVID-19 case did not enter.

PROGRAM

A. SYSTEM FOR COMMUNICATING WITH EMPLOYEES

The City of Wasco requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities.

The City of Wasco has not and will not discriminate or retaliate against any employee who makes such a report.

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees are to report COVID-19 symptoms and possible hazards to Human Resources Department 661-759-5210 navera@cityofwasco.org and or their instructed director supervisor.
- Employee are not to report to work when sick.
- Employees can report symptoms and hazards without fear of reprisal.

- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing at a local testing center.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test. Testing will be provided at no cost to the employee during working hours, including when the testing is in response to CCR Title 8 section 3205.1, Multiple COVID-19 Infections and COVID-19 Outbreaks, as well as section 3205.2, Major COVID-19 Outbreaks.

Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at City of Wasco Worksites and Facilities

The City of Wasco requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities.

The City of Wasco has not and will not discriminate or retaliate against any employee who makes such a report.

2. Accommodations Process for Employees with Medical or Other Conditions that Put them at Increased Risk of Severe COVID-19 Illness

The City of Wasco provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention ("CDC") or the employees' health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

For all employees who request such an accommodation, including fully vaccinated employees, the City of Wasco will require that the employee provide information from the employee's health care provider explaining why the employee requires an accommodation.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness

The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

- 1. Cancer
- 2. Chronic kidney disease
- 3. COPD (chronic obstructive pulmonary disease)
- 4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
- 5. Immunocompromised state (weakened immune system) from solid organ transplant
- 6. Obesity (body mass index [BMI] of 30 kg/m2 or higher but < 40 kg/m2)
- 7.

Where the City of Wasco requires testing, the City of Wasco has adopted policies and procedures that ensure the confidentiality of employees' medical information and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the City of Wasco will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, unless expressly authorized by the employee to disclose such information or as other permitted or required under the law.

4. **COVID-19 Hazards**

The City of Wasco will notify employees and subcontracted employees of any potential COVID-19 exposure at a City of Wasco worksite or facility where a COVID-19 case and employees were present on the same day. The City of Wasco will notify employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

The City of Wasco will also notify employees of cleaning and disinfecting measures the City of Wasco is undertaking in order to ensure the health and safety of the City of Wasco worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY OF WASCO WORKSITES AND FACILITIES

1. <u>Screening Employees for COVID-19 Symptoms</u>

The City of Wasco possesses authority to require employees to self-screen for COVID-19 symptoms. Employees will self-screen for COVID-19 symptoms prior to reporting to any City of Wasco worksite or facility. Please reference Appendix A: Employee Self-Screening Checklist.

2. Responding to Employees with COVID-19 Symptoms

Should an employee present COVID-19 symptom(s) during a self-screen, the employee must remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria in order to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco will advise employees of any leaves to which they may be entitled during this self-quarantine period, including, but not limited to COVID-19 Supplemental Paid Sick Leave ("SPSL").

Further, the City of Wasco has adopted policies and procedures that will ensure the confidentiality of employees and comply with the CMIA, and the City of Wasco will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

3. City of Wasco's Response to COVID-19 Cases

In the event that an employee tests positive for COVID-19 or is diagnosed with COVID-19 by a health care provider, the City of Wasco will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco will advise employees of any leaves to which they may be entitled during this self-isolation period, including, but not limited to SPSL.

The City of Wasco complies fully and faithfully with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and entities as required based on the individual circumstances: (1) The local health department; (2) Cal/OSHA; (3) Employees who were present at a City of Wasco worksite or facility when a COVID-19 case was present; (4) Employee organizations that represent employees at the City of Wasco worksite or facility; (4) Employers of any subcontracted employees who were present at the City of Wasco worksite or facility; and (5) The City of Wasco's workers' compensation plan administrator.

If possible, the City of Wasco will interview the COVID-19 case(s) in order to ascertain the nature and circumstances of any contact that the employee(s) had or may have had with other employees during the high-risk exposure period. If the City of Wasco determines that there were any close contact COVID-19 exposures, the City of Wasco will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco has adopted policies and procedures that will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City of Wasco will not disclose to other employees, except for those who need to know, the fact that the employee(s) tested positive for or were diagnosed with COVID-19. Further, the City of Wasco will keep confidential all personal identifying information of COVID-19 cases or persons, unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

4. Workplace-Specific Identification of COVID-19 Hazards

The City of Wasco will periodically conduct workplace-specific assessments of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City of Wasco identified places (work locations, work areas, and common areas) and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cooldown areas, and waiting areas.

The City of Wasco will provide notice of any such potential workplace exposure to all persons at City of Wasco worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The City of Wasco considered how employees and other persons enter, leave, and travel through City of Wasco worksites and facilities, in addition to addressing employees' stationary workspaces or workstations.

Further, the City of Wasco will treat all persons, regardless of the presentation of COVID-19 symptoms or COVID-19 status, as potentially infectious.

5. <u>Maximization of Outdoor Air and Air Filtration</u>

For indoor City of Wasco worksites and facilities, the City of Wasco evaluates how to maximize the ventilation of outdoor air; provide the highest level of filtration efficiency compatible with the worksites and facilities' existing ventilation systems; and whether the use of portable or mounted High Efficiency Particulate Air ("HEPA") filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission.

6. <u>City of Wasco Compliance with Applicable State and Local</u> Health Orders

The City of Wasco monitors applicable public health orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention.

The City of Wasco fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the City of Wasco evaluates existing COVID-19 prevention controls at the workplace and assess whether different and/or additional controls may be needed.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE) (as discussed at Section VI, subsections D, and F-H of this CPP).

8. Periodic Inspections

The City of Wasco conducts periodic inspections of City of Wasco worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the City of Wasco's COVID-19 policies and procedures, including, but not limited to this CPP.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY OF WASCO WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

The City of Wasco developed a procedure for investigating COVID-19 cases in the workplace, which provides for the following: (1) requesting information from employees regarding COVID-19 cases; (2) contact tracing of employees who may have had a close contact COVID-19 exposure (Reference Appendix B); (3) requesting COVID-19 test results from employees who may have had a close contact COVID-19 exposure; (4) requesting information from employees regarding the presentation of COVID-19 symptoms; and (5) identifying and recording all COVID-19 cases.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that an employee tests positive for COVID-19 or is diagnosed with COVID-19 by a health care provider, the City of Wasco will instruct the employee to remain at or return to their home or place of residence and not report to a City of Wasco worksite or facility until such time as the employee satisfies the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

a. Contact Tracing

If possible, the City of Wasco will interview the COVID-19 case(s) in order to ascertain the following information: (1) the date on which the employee(s) tested positive, if asymptomatic, or the date on which the employee(s) first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 case(s) recent work history, including the day and time they were last present at an City of Wasco worksite or facility; and (3) the nature and circumstances of the COVID-19 case(s)' contact with other employees during the high-risk exposure period, including whether any such contact qualifies as a close contact COVID-19 exposure.

If the City of Wasco determines that there was or were any close contact COVID-19 exposures, the City of Wasco will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP). Further, the City of Wasco will instruct those employees to be tested for COVID-19, and that the City of Wasco will provide for such testing during paid time, as discussed in subsection c. below.

b. Reporting the Potential Exposure to Other Employees

The City of Wasco fully and faithfully complies with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the individuals and entities described below.

Within one (1) business day of the time the City of Wasco knew or should have known of a COVID-19 case, the City of Wasco will give written notice of a potential workplace exposure to the following individuals: (1) All employees at the worksite or facility during the COVID-19 case's high-risk exposure period; (2) Independent contractors at the worksite or facility during the COVID-19 case's high-risk exposure period; and (3) Other employers at the worksite or facility during the COVID-19 case's high-risk exposure period. The City of Wasco will provide notice by either personal service, email, or text message.

The City of Wasco's notice(s) will not reveal any personal identifying information of the COVID-19 case. The notice will include information about the City of Wasco's disinfection plan.

Within one (1) business day of the time the City of Wasco knew or should have known of the COVID-19 case, the City of Wasco will also provide the notice of the potential workplace exposure to the authorized representative of any employee at the worksite or facility during the COVID-19 case's high-risk exposure period.

c. Offer of Free COVID-19 Testing Following a Close Contact COVID-19 Exposure

The City of Wasco makes COVID-19 testing available at no cost to all employees who had a close contact COVID-19 exposure at a City of Wasco worksite or facility. The City of Wasco will offer employees COVID-19 testing during paid time, whether during the employee's regular work schedule or otherwise, and will provide compensation for the time that the employee spends waiting for and being tested.

The City of Wasco will not provide free COVID-19 testing to the following two (2) classes of employees: (1) Employees who were fully vaccinated before the close contact COVID-19 exposure and who do not have COVID-19 symptoms, and (2) COVID-19 cases who returned to work pursuant to the criteria set forth in Section K of this CPP and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for 90 days after the first positive test.

d. Leave and Compensation Benefits for Close Contact Exposures

The City of Wasco provides employees that had a close contact COVID-19 exposure with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local law, the City of Wasco's own leave policies, and leave guaranteed by contract. These benefits include, but are not limited to, SPSL.

The City of Wasco will continue and maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

The City of Wasco may require that these employees use City of Wasco-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

The City of Wasco will conduct an investigation based on the applicable appendixes in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what may be done to reduce exposure to such COVID-19 hazards, if any.

3. Confidential Medical Information

The City of Wasco will protect the confidentiality of the COVID-19 cases, and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

The City of Wasco will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT CITY OF WASCO WORKSITES AND FACILITIES

The City of Wasco will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment ("PPE").

E. TRAINING AND INSTRUCTION OF EMPLOYEES

1. <u>COVID-19 Symptoms</u>

The City of Wasco provides employees training and instruction on COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

The City of Wasco monitors and adheres to guidance issued by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html. The City of Wasco will advise employees in the event that the CDC revises the symptoms that its associates with COVID-19.

In addition to providing training and instruction on COVID-19 symptoms, the City of Wasco provides information and instruction on the importance of employees not coming to work if they have any COVID-19 symptoms. As discussed below, the City of Wasco provides information on paid leaves to which employees may be entitled if they are experiencing a COVID-19 symptom and would like to be tested for COVID-19.

2. COVID-19 Vaccinations

The City of Wasco provides employees information and instruction on the fact that COVID-19 vaccines are effective at both preventing the transmission of the virus that causes COVID-19 and preventing serious illness or death, and how employees may receive paid leave for reasons related to COVID-19 vaccinations.

We will document vaccinations in the following manner:

 Employees will sign a document to self-attest to their COVID vaccination status and Human Resources will maintain a record of the signed COVID status statements (See Appendix C). Employees who choose not to reveal their vaccination status will be treated as if unvaccinated in accordance with Cal/OSHA requirements. Human Resources will provide supervisors and managers with a list of which employees are fully vaccinated, so they are able to enforce the face covering requirements for unvaccinated employees as specified in this plan.

As discussed below, the City of Wasco provides information on paid leaves to which employees may be entitled in order for them to be vaccinated and in the event that they experience any illness or adverse effects as a result of such vaccination.

3. <u>City of Wasco's COVID-19 Policies and Procedures</u>

The City of Wasco provides regular updates to employees on the City of Wasco's policies and procedures adopted in order to prevent COVID-19 hazards at City of Wasco worksites and facilities, how such policies and procedures are intended to protect the health and safety of employees and City of Wasco worksites and facilities, and how employees may participate in the identification and evaluation of COVID-19 hazards in order to make such worksites and facilities healthier and safer for themselves and others.

4. <u>COVID-19 Related Benefits</u>

The City of Wasco advises and provides updates to employees on the leaves to which employees may be entitled under applicable federal, state, or local laws as well as the City of Wasco's own leave policies. Paid leave benefits include, but are not limited to, SPSL.

Further, when employees require leave in order to receive a COVID-19 test or to be vaccinated or are directed not to report to work by the City of Wasco for reasons related to the presentation of COVID-19 symptoms, a COVID-19 case, close contact COVID-19 exposure, the City of Wasco will advise the employees of the leaves to which the employees may be entitled for that specific reason.

5. Spread and Transmission of the Virus that Causes COVID-19

The City of Wasco advises and provides updates to employees about the known spread and transmission of COVID-19. The City of Wasco specifically advises employees of the following: (1) that COVID-19 is an infectious respiratory disease; (2) that he virus that causes COVID-19 can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; (3) that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective; (4) that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and (5) that an infectious person may have present no COVID-19 symptoms or be pre-symptomatic.

6. <u>Hand Hygiene, and Face Coverings and Respirators</u>

The City of Wasco advises employees of the importance of physical distancing, face coverings, and hand hygiene, including hand washing, and instructs employees that the

combination of physical distancing, face coverings, increased ventilation indoors, and respiratory protection make such preventative measures most effective.

With respect to hand hygiene, the City of Wasco provides employees information regarding the importance of frequent hand washing, that hand washing is most effective when soap and water are used and the employees washes for at least 20 seconds. The City of Wasco instructs employees to use hand sanitizer when employees do not have immediate access to a hand washing facility (*i.e.*, a sink) and that hand sanitizer will not be effective if the employee's hands are soiled.

With respect to face coverings and respirators, the City of Wasco provides employees information on the benefits of face coverings, both to themselves and to others. The City of Wasco also provides employees instructions on the proper use of face coverings and the differences between face coverings and respirators.

The City of Wasco will provide certain employees respirators for their use in certain circumstances, including to individuals who are not fully vaccinated, who are working indoors or in a vehicle with more than one person, and who request the devices for their use at work. At such time as the City of Wasco provides respirators to employees for their use, it will provide such employees training on the proper use of such respirators, including, but not limited to, the method by which employees may check the seal of such respirator in conformance with the manufacturer's instructions.

The City of Wasco will provide training on the conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance between people cannot be maintained. Employees can request face coverings from the City of Wasco at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

F. FACE COVERINGS

<u>Face coverings or masks are required for all individuals in the following indoor settings, regardless of vaccination status:</u>

- On public transit (examples: airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares) and in transportation hubs (examples: airport, marina, train station, seaport, or other port station, or any other area that provides transportation)
- Indoors in K-12 schools, childcare
- Emergency shelters and cooling centers

<u>Face coverings or masks are required for all individuals in the following indoor settings,</u> regardless of vaccination status (and surgical masks are recommended):

- Healthcare settings
- State and local correctional facilities and detention centers

- Homeless shelters
- Long-term care settings and adult and senior care facilities

Additionally, face coverings/masks are required for unvaccinated individuals in indoor public settings and businesses (examples: retail, restaurants, theater, family entertainment centers, state and local government offices serving the public).

For all employees who are not fully vaccinated, we will provide face coverings and ensure they are worn when indoors or in vehicles and where required by orders from the CDPH. As required by the CDPH Health Order of July 26, 2021, all facilities identified in the Health Order must strictly adhere to current CDPH masking guidance. To the extent they are already applicable, these facilities must also continue to adhere to Cal/OSHA's standards for aerosol transmissible diseases (ATD), which require respirator use in areas where suspected and confirmed COVID-19 cases may be present and the Emergency Temporary Standard (ETS) that requires all unvaccinated workers be provided a respirator upon request.

Acute Health Care and Long-Term Care Settings, in addition to respirators required under Title 8 of the California Code of Regulations, facilities must provide respirators to all unvaccinated and incompletely vaccinated workers who work in indoor work settings where (1) care is provided to patients or residents, or (2) to which patients or residents have access for any purpose. Workers are strongly encouraged to wear respirators in all such settings. The facility must provide the respirators at no cost, and workers must be instructed on how to properly wear the respirator and how to perform a seal check according to the manufacturer's instructions.

High-Risk Congregate Settings and Other Health Care Settings Where Title 8 does not require the use of respirators, facilities shall provide all unvaccinated or incompletely vaccinated workers with FDA-cleared surgical masks. Workers are required to wear FDA-cleared surgical masks in indoor settings anywhere they are working with another person.

7-1. General Face Covering Requirements

The City of Wasco provides face coverings to all employees who are not fully vaccinated and requires that such face coverings are worn by employees when indoors or in vehicles, unless certain conditions are satisfied, as explained below.

The City of Wasco adheres to the most restrictive or prescriptive public health order provided by the CDC, CDPH or the local health department applicable to the City of Wasco, and will provide face coverings and ensure they are worn by employees when required by orders from the CDPH.

The City of Wasco requires that employees face coverings be clean and undamaged. The City of Wasco allows employees to use face shields to supplement, not supplant, face coverings.

8-2. Limited Exceptions

The City of Wasco provides for the following exceptions to the face coverings requirement:

- 1. When an employee is alone in a room (e.g., alone in an office or another space with walls that extend from the floor to the ceiling and a door that may be closed in order to close the space to others) or vehicle;
- 2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- 3. Employees wearing respirators required by the City of Wasco and being used in compliance with the regulatory requirements for the use of such respirators.
- 4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
- 5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed

9-3. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

The City of Wasco requires that its employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

10.4. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The City of Wasco requires that any employees not wearing a face covering due to either exception number 5 or 6, identified in Subsection 2 above, and not wearing a face shield with a drape or other effective alternative as described in Subsection 3 above, shall remain at least six (6) feet apart from all other persons unless the unmasked employees are tested at least weekly for COVID-19 during paid time and at no cost to the employee or are fully vaccinated.

In situations where a face covering is otherwise required, face coverings must be worn, and the exceptions to face coverings contained in this section no longer apply.

However, the City of Wasco does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

11.5. Prohibition on Preventing Employees from Wearing Face Covering

The City of Wasco does not prevent any employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

12.6. Communication to Non-Employees Regarding Face Covering Requirement

The City of Wasco posts signage to inform non-employees of the City of Wasco's requirements concerning the use of face coverings at City of Wasco worksites and facilities.

F.G. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. <u>Maximization of Outdoor Air</u>

As provided above at Section IV.B.5., for indoor City of Wasco worksites and facilities, the City of Wasco evaluated how to maximize the quantity of outdoor air.

Further, for City of Wasco worksites and facilities with mechanical or natural ventilation, or both, the City of Wasco maximizes the quantity of outside air provided to the extent feasible, except when the Environmental Protection Agency ("EPA") Air Quality Index ("AQI") is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

2. Cleaning Procedures

The City of Wasco undertakes the following cleaning measures:

- 1. Identify and regularly clean frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phone, headsets, bathroom surfaces, and steering wheels;
- 2. Inform employees and authorized employee representatives of the City of Wasco's cleaning and disinfection protocols, including the planned frequency and scope of cleaning and disinfection; and
- 3. Clean areas, material, and equipment used by a COVID-19 case during the high-risk exposure period and disinfection if the area, material, or equipment is indoors and will be used by another employee within 24 hours of the COVID-19 case.

Further, the City of Wasco requires that cleaning must be done in a manner that does not create a hazard to employees or subcontracted employees who do the cleaning and disinfecting.

Should we have a COVID-19 case during the high-risk exposure period, and disinfection of the area, material, or equipment is indoors and will be used by another employee within

24 hours of the COVID-19 case, employees will not be allowed in the area where a COVID-19 confirmed or suspected employee/person worked until the area has been deep cleaned and disinfected.

Deep cleaning will consist of the following procedures:

- Waiting for 24 hours, if possible, before cleaning and sanitizing to minimize the potential for exposure to respiratory droplets.
- Opening outside doors and windows to increase air circulation in the area.
- Using a disinfectant that is approved for use against SARS-CoV-2, the coronavirus that causes COVID-19.
- Disinfecting all touch points, not just the frequently touched surfaces.
- Making sure the custodial staff are properly trained and wear appropriate personal protective equipment.
- Removing any visible soil with a detergent-based cleaner before applying
 a disinfectant and following instructions on the product label for effective
 disinfecting. Some disinfectants are also cleaners and, therefore, can be
 used for both steps.
- Ensuring surfaces remain visibly wet for the contact time specified on the product label.

To minimize cross contamination, additional considerations when disinfecting surfaces may include:

- Disinfecting surfaces from clean areas to dirty areas. For example,
 restrooms being one of the highly contaminated areas should be cleaned last.
- Disinfecting surfaces from high areas to low areas, so any dirt or dust that may contain germs dislodged from above are removed when you clean the lower surfaces.
- <u>Disinfecting last after other activities (including emptying trash, removing visible soil, and vacuuming) are complete, so any potentially contaminated dirt or dust does not re-contaminate already disinfected surfaces.</u>

3. Evaluation of Handwashing Facilities

In order to protect employees, the City of Wasco evaluates its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City of Wasco encourages employees to wash their hands with soap and water for at least 20 seconds each time.

The City of Wasco does not provide hand sanitizers with methyl alcohol.

4. Personal Protective Equipment ("PPE")

a. Evaluation of the Need for PPE

The City of Wasco evaluates the need for PPE in order to prevent employees from being exposed to COVID-19 hazards.

b. Provision of PPE When Necessary

The City of Wasco provides PPE, including, but not limited to, face coverings, respirators, gloves, goggles, and face shields, to and for employees who require such equipment in order to perform their job duties in a healthy and safe manner, including where employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Upon request, the City of Wasco shall provide respirators to employees for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person. Whenever the City of Wasco makes respirators available for voluntary use, the City of Wasco will ensure that employees receive a respirator of the correct size and will provide such employees training on the proper use of such respirators, including, but not limited, the method by which employees may check the seal of such respirator in conformance with the manufacturer's instructions, as discussed in Section IV.E.6.

5. <u>Testing of Symptomatic Employees Who Are Not Fully Vaccinated</u>

The City of Wasco makes COVID-19 testing available at no cost to employees with COVID-19 symptoms who are not fully vaccinated. This testing will be made available during the employees' paid time.

G.H. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

The City of Wasco reports COVID-19 cases and COVID-19 outbreaks at City of Wasco worksites and facilities to the local health department. Further, the City of Wasco provides any related information requested by the local health department.

2. <u>Maintenance of Records Related to the Adoption of the CPP</u>

The City of Wasco maintains records of the steps it has taken to implement these provisions described in this CPP.

3. Availability of the CPP for Inspection

The City of Wasco makes this written CPP available to employees and employee organizations at City of Wasco worksites or facilities. Further, the City of Wasco makes this written CPP available to Cal/OSHA representatives immediately upon request.

4. Records Related to COVID-19 Cases

The City of Wasco keeps a record of and tracks all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked: (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

The City of Wasco keeps employees' medical information confidential.

H.I. EXCLUSION OF COVID-19 CASES AND EMPLOYEES WHO HAD A CLOSE CONTACT COVID-19 EXPOSURE

1. <u>Exclusion of COVID-19 Cases from [Employer] Worksites and Facilities</u>

The City of Wasco ensures that COVID-19 cases are excluded from City of Wasco worksites and facilities until the employee satisfies the minimum return to work criteria, as provided in Section IV.J.

2. <u>Exclusion of Employees with Close Contact COVID-19</u> Exposures from City of Wasco Worksites and Facilities

The City of Wasco ensures that employees who had a close contact COVID-19 exposure are excluded from City of Wasco worksites and facilities until the employee satisfies the minimum return to work criteria, as provided in Section IV.J.

The City of Wasco may allow the following employees to continue to report to City of Wasco worksites and facilities: (1) Employees who were fully vaccinated before the close contact COVID-19 exposure and who have not developed COVID-19 symptoms since such exposure; and (2) COVID-19 cases who returned to work pursuant to the return to work criteria, as provided in Section IV.J. and have remained free of COVID-19 symptoms for 90 days after the initial onset of COVID-19 symptoms, or, for COVID-19 cases who never developed COVID-19 symptoms, for 90 days after the first positive Provision of Benefits to Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure

a. Employees Who Are Able to Telework During Isolation or Quarantine Period

The City of Wasco employees who are able to telework, may be allowed to telework during the isolation or quarantine period (varies by department and scope of work). The City of Wasco will provide these employees their normal compensation for the work that they perform for the City of Wasco during the isolation or quarantine period.

The City of Wasco continues and maintains such an employee's earnings, wages, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if the employee had not been removed from their job.

b. Employees Who Are Unable to Telework During Isolation or Quarantine Period

The following employees are not entitled to the benefits described below: (1) Employees for whom the City of Wasco can demonstrate that the close contact COVID-19 exposure

was not work-related; and (2) Employees who received disability payments or were covered by workers' compensation and received temporary disability. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

For other employees, the City of Wasco requires that employees who are unable to telework, but are otherwise able and available to work, the City of Wasco may use paid sick leave available to the employee, including but not limited to SPSL, for the purpose of continuing and maintaining the employee's earnings during the isolation or quarantine period. If the employee has exhausted their SPSL entitlement, the City of Wasco may use the employee's paid sick leave in order to continue and maintain the employee's earnings during the isolation or quarantine period.

Employees retain their entitlement to elect not to use other earned or accrued paid leave during this time. The City of Wasco may provide such employees who are unable to telework, but who do not have any paid sick leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the City of Wasco will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

3. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, City of Wasco policy, or collective bargaining agreement that provides employees with greater protections or benefits.

4. <u>Provision of Information Concerning Benefits to Excluded</u> Employees

At the time of exclusion, the City of Wasco provides the excluded employees the information on paid leave benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes, but is not limited to, COVID-19 Supplemental Paid Sick Leave ("SPSL") (under Labor Code section 248.2), any paid leave benefits available under workers' compensation law, Labor Code sections 3212.86 through 3212.88, the City of Wasco's own leave policies, and leave guaranteed by contract.

I.J. RETURN TO WORK CRITERIA

1. <u>Minimum Criteria to Return to Work for Symptomatic COVID-19</u> <u>Cases</u>

The City of Wasco requires that a COVID-19 case with one or more COVID-19 symptoms remain at their home or place of residence and not report to any City of Wasco worksite or facility until they satisfy each of the following conditions: (1) At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use

of fever-reducing medications; (2) COVID-19 symptoms have improved; and (3) At least 10 days have passed since COVID-19 symptoms first appeared.

2. <u>Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases</u>

The City of Wasco requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any City of Wasco worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, once an employee has satisfied the criteria to return to work, as provided in this Section, the City of Wasco will not require that the employee submit to a COVID-19 test or produce a negative COVID-19 test result, in order to return to City of Wasco worksites or facilities.

4. Minimum Criteria to Return to Work for Close Contacts

a. Asymptomatic Employees

An employee who had a close contact COVID-19 exposure, but never developed COVID-19 symptoms may return to City of Wasco worksites or facilities 10 days following the last known close contact COVID-19 exposure.

b. Symptomatic Employees

An employee who had a close contact COVID-19 exposure and developed one or more COVID-19 symptom may not return to City of Wasco worksites or facilities until they satisfy each of the following conditions: (1) At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; (2) COVID-19 symptoms have improved; and (3) At least 10 days have passed since COVID-19 symptoms first appeared.

An employees who had a close contact COVID-19 exposure and developed one or more COVID-19 symptom may return earlier if they each of the following conditions: (1) The employee tested negative for COVID-19 using a polymerase chain reaction ("PCR") COVID-19 test with specimen taken after the onset of symptoms; (2) At least 10 days have passed since the last known close contact COVID-19 exposure; and (3) The employee has been symptom-free for at least 24 hours, without using fever reducing medications.

c. Critical Staffing Shortages

During critical staffing shortages, when there is an insufficient number of health care workers, emergency response workers or social workers whose jobs duties require face to face contact with clients in child welfare or assisted living, workers in such job classifications may return to City of Wasco worksites or facilities seven (7) days following

the last known close contact COVID-19 exposure if they have received a negative PCR COVID-19 test result from a specimen collected five (5) days after the close contact COVID-19 exposure.

5. <u>Minimum Criteria to Return to Work for Employees Directed to</u> Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, the City of Wasco requires that the employees not report to any City of Wasco worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the relevant order did not specify a definite isolation or quarantine period, then the City of Wasco will require that employees isolate or quarantine according to the applicable periods and criteria provided for in this Section or as otherwise instructed by the City of Wasco.

6. Allowance by Cal/OSHA for an Employee to Return to Work

If no violations of state or local health officer orders related to the employee's isolation, quarantine, or exclusion would result, the City of Wasco may request that Cal/OSHA waive the quarantine or isolation requirement for essential employees and allow such employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

Where the absence of an essential employee from the City of Wasco worksite would cause a staffing shortage that would have an adverse effect on a community's health and safety and pose an undue risk to the community's health and safety as a result, Cal/OSHA may grant such waiver.

In order to request a waiver under such circumstances, the City of Wasco will submit the written request to rs@dir.ca.gov. In the event of an emergency, the City of Wasco may request a provisional waiver by contacting the local Cal/OSHA office while the City of Wasco prepares the written waiver request.

The written waiver request must provide for the following information:

- 1. Employer name and business or service;
- 2. Employer point-of-contact name, address, email and phone number;
- 3. Statement that there are no local or state health officer orders for isolation or quarantine of the excluded employees;
- Statement describing the way(s) in which excluding the exposed or COVID-19
 positive employees from the workplace impacts the employer's operation in a
 way that creates an undue risk to the community's health and safety;
- Number of employees required to be quarantined under the Cal/OSHA regulation, and whether each was exposed to COVID-19 or tested positive for COVID-19: and
- 6. The employer's control measures to prevent transmission of COVID-19 in the workplace if the employee(s) return or continue to work in the workplace, including the prevention of further exposures. These measures may include, but

are not limited to, preventative steps such as isolating the returned employee(s) at the workplace and requiring that other employees use respirators in the workplace.

In addition to submitting a request for a Cal/OSHA waiver, the City of Wasco will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the City of Wasco worksite or facility and, if isolation is not feasible, the use of respirators in the workplace.

Appendix A: Employee Self-Screening Checklist

For your safety and the safety of our staff and the community, all employees are required to complete a COVID-19 self-screening just prior to the start of <u>each workday</u>.

Review the following symptoms and potential COVID-19 exposures:

- If your response is "no" to all of the listed symptoms within the past 48 hours and you
 answered "no" to the three exposures questions you are approved to come to the
 workplace.
- If your response is "yes" to any of the listed symptoms within the past 48 hours and/or "yes" to any of the three exposure questions, then you must contact Nancy Vera, Human Resources Manager for further screening and assessment.

Have you experienced any of the following symptoms in the past 48 hours?								
Fever or chills	Υ	N	Cough	Υ	N	Shortness of breath	Y	N
Difficulty breathing	Υ	N	Fatigue	Υ	N	Muscle or body ache	Y	N
Headache	Υ	N	New loss of taste/smell	Υ	N	Sore Throat	Υ	N
Congestion/runny nose	Y	N	Nausea or vomiting	Υ	N	Diarrhea	Υ	N

Potential COVID-19 Exposure		
Within the past 14 days, have you been in close physical contact (6 feet or closer for a cumulative total of 15 minutes) with anyone who is known to have laboratory-confirmed COVID-19 OR Anyone who has any symptoms consistent with COVID-19?	Y	N
Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?	Υ	N
Are you currently waiting on the results of a COVID-19 test?	Y	N

Note: This form was developed based on the CDC screening checklist.

Appendix B: Potential COVID-19 Exposure Contact Tracing

Name/Title of Person Being Traced:
Date Employee Tested Positive for COVID-19, if asymptomatic, or the date on which employee first presented COVID-19 symptoms if symptomatic:
Date and Time Employee was last present at a City of Wasco worksite or facility:
Date Form was Completed:

Date I was within 6 feet (with or without a mask) of this person	Duration (Total number of minutes during a 24-hour period)	Name/Title of the Person Involved	Location/Task Where Contact was Made

Appendix C: Employee Self-Certification of COVID-19 Vaccine Status

The City of Wasco strives to maintain a workplace that is free from recognized hazards, such as COVID-19. As part of this effort, the City of Wasco has implemented certain safety protocols. Consistent with certain state, CDC, CDHP, and Cal OSHA guidance, those employees who have been fully vaccinated against COVID-19 will be excused from some of these protocols. For this reason, the City of Wasco is requesting that you provide us with your COVID-19 vaccination status. For purposes of this inquiry, an individual is considered "fully vaccinated" when it has been at least two weeks since receiving the final dose, as recommended by the manufacturer, of a vaccine that has been authorized by the FDA for use in the United States, including vaccinations that have been approved pursuant to an Emergency Use Authorization. Please note that you are required to provide accurate information about your vaccination status, or you may decline to provide your vaccination status. If you decline to provide information about your vaccination status, we will assume you are unvaccinated for purposes of rules or requirements in the workplace that are different for fully vaccinated or unvaccinated persons. When responding to this inquiry about whether you have been vaccinated, provide no more information than is contained on a COVID-19 Vaccination Record Card (i.e., if you have been vaccinated, the provider that administered your vaccine; which vaccine you received; and date(s) on which it was administered). Please do not submit any additional medical or family history information in response to the Company's inquiry, including a reason for deciding to be vaccinated or not to be vaccinated. In lieu of this Self-Certification, employees may present a copy of their completed COVID-19 Vaccination Record Card. All information provided will be maintained in compliance with all applicable law.

Declaration of COVID-19 Vaccine S	Declaration of COVID-19 Vaccine Status					
Fully Vaccinated	Vaccine Manufacturer:					
	Date(s) of Doses:	-				
	Vaccine Manufacturer:					
Partially Vaccinated	Date(s) of Doses:					
Not Yet Vaccinated, but COVID-19	Vaccine Manufacturer:					
Appointment is Scheduled	Date(s) of Doses:	-				
Not Yet Vaccinated		Date:				
Decline to Answer		Date:				

I understand I am required to provide accurate information in response to the questions above and that failure to do so may result in disciplinary action. By signing below, I certify that I have accurately and truthfully answered the questions above. I also understand that if I stated that I am fully vaccinated, the Company may request documentation of my vaccination status (e.g., a copy of my vaccine card). I also understand that if I do not follow the required safety protocols consistent with my vaccination status, I am subject to disciplinary action, up to and including termination.

Faralana da Nagara (Diagara Driat)	
Employee's Name (Please Print)	
Employee's Signature	

Appendix D: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation:

Employee (or non- employee*) name:	Occupation (if non- employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):	Date investigation was initiated:	
Was COVID-19 test offered?	Name(s) of staff involved in the investigation:	
Date and time the	Date of the positive or	
COVID-19 case was last present in the workplace:	negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:	Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:						
All employees who may	Date:	-				
have had COVID-19						
exposure and their	Names of employees that					
authorized	were notified:					
representatives.						
Independent contractors	Date:					
and other employers						
present at the workplace	Names of individuals that					
during the high-risk	were notified:					
exposure period.						
What were the workplace		What could be done to				
conditions that could		reduce exposure to				
have contributed to the		COVID-19?				
risk of COVID-19						
exposure?						
Was local health department notified?		Date:				

^{*}Should an employer be made aware of a non-employee infection source COVID-19 status

Appendix E: COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

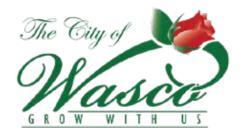
Appendix F: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation:

Date:						
Name(s) of employee and authorized employee representative that participated:						
Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation			



ACKNOWLEDGEMENT OF RECEIPT OF COVID-19 PREVENTION PLAN DATED JUNE 28 AGUST 12th, 2021 INCLUDING THE APPENDIXES.

This is to acknowledge that I have received a copy of the City of Wasco's COVID-19 Prevention Plan dated 28August 12th, 2021, and I understand that it contains important information on the City's policies and on my obligations and responsibilities as an employee. I acknowledge that I am expected to read, understand, and adhere to City policies and will familiarize myself with the provisions in the Prevention Plan.

I understand that I am governed by the provisions in these Prevention Plan and that it may be necessary for the City to revise the Prevention Plan. When this happens, the City will make changes through established processes and advise employees of material changes within a reasonable time period.

I acknowledge and agree to abide by the Prevention Plan as set forth therein and any new or revised policies pertaining to the same.	S
Employee's Name (please print)	

Date

Employee's Signature



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Keri Cobb, Community Development Director

Tom Schroeter, City Attorney

DATE: August 17, 2021

SUBJECT: Adopt a Resolution of the City Council of the City of Wasco Updating and

Establishing User and Regulatory Fees

Recommendation:

Staff recommends the City Council adopt a resolution updating and establishing user and regulatory fees, with updated fees effective January 1, 2022.

Background:

On September 1, 2020, the City Council adopted a resolution authorizing the City Manager to enter into an agreement with ClearSource Financial Consulting to conduct a User and Regulatory Fee Study. Since that time, City staff has been working with ClearSource to complete this study.

The study provides an up-to-date analysis of the City's current costs of providing feerelated services. This information can be used by the City Council as it considers potential updates to fees. User and regulatory fees are set at the direction of the City Council at the conclusion of a public hearing to consider the adoption of any new fees or fee increases. This item includes an updated fee schedule proposed for adoption by the City Council. If updated fees are adopted, staff recommends January 1, 2022, the effective date for fee changes.

While the City Council adopted a Master Fee Schedule as part of the FY20/21 budget, this was primarily to clarify and consolidate all of the City's user fees into one place. For the most part, it did not make substantial changes to existing fee amounts.

The last time the Planning Division and Public Works / Engineering fees were updated was 2013, and the last time the Building Department fees were updated was 2007.

Discussion:

The services for which a city imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by a city's involvement in the

individual action, a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service. When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

Industry best practice and California statute are in harmony: User and regulatory fees should be set according to the estimated reasonable cost of service and should bear a fair and reasonable relationship to the payer's burdens on, or benefits received from the activities and/or services provided by the City.

Additionally, ongoing review and adjustment of fees provides multiple benefits, including:

- Increasing the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety services.
- Keeping pace with general cost inflation.
- Avoiding fee spikes that are more likely to occur when municipalities leave fees unchanged for a multi-year period.
- Providing fee payers, city staff, and city policymakers with a pattern of consistency that provides information for forecasting and decision-making purposes.
- Helps meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.
- Encouraging generational equity among fee payers by avoiding long-term stagnation of fees followed by significant fee increases.

Fee Categories that Were Examined in this Study

This study specifically examined fee categories including, but not limited to:

- Building Fees, such as permitting of new construction or modifications to existing structures
- Planning Fees, such as entitlement review and review for compliance with the zoning code
- Land Development Engineering Fees, such as public improvement review
- Encroachment Permit Fees, for work or activities conducted in the City right-ofway
- Animal Licensing and Regulation Fees

<u>Items Not Examined in this Study</u>

This study specifically excluded examination of the following:

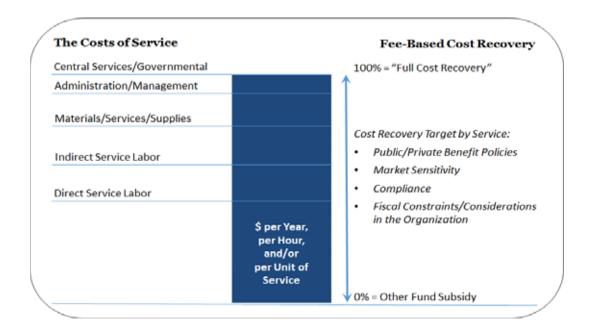
- Development Impact Fees
- Taxes
- Assessments
- Fines or Penalties
- Franchise Fees
- Utility Rates and Services Charges

These items are subject to different approval thresholds or are not subject to the same cost of service limitations as the fees examined as part of this study. Consequently, they are specifically excluded from the scope of this study.

The proposed fees are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees and charges are not a tax as defined in Article 13C of the California Constitution and that the proposed fees are no

more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, the manner in which the costs are allocated to a payor bear a fair and reasonable relationship to the payor's burdens on, or benefits received from the activities and services provided by the City.

Nearly every service for which a fee is imposed can be illustrated as follows, contrasting the components of the full cost of service, which is the maximum fee amount justified, against the local agency's goals for cost recovery:



Based on the consultant's experience working with municipalities throughout California, most fee-paying stakeholders and city councilmembers accept high cost recovery targets for development-related fees as long as:

- The elements of the cost of service and assumptions are clearly communicated.
- The city clearly communicates that only eligible costs are included in fees.

Primary Outcomes

Building Fees

- Cities throughout the State commonly target full cost recovery from building permit fees.
- Full cost recovery is targeted from proposed fees.
- Fee calculation methodology results in lower fees for less complex projects and higher fees for more complex projects (i.e., there is a correlation between fees and typical service requirements).

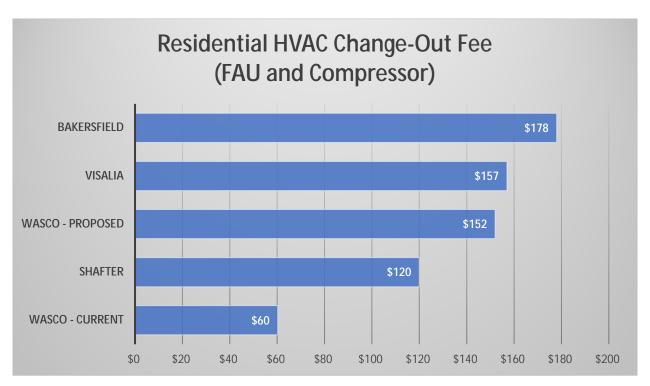
Planning Fees

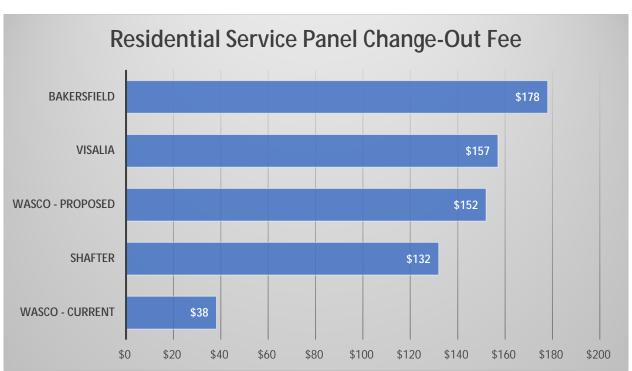
- Due to the nature of development within California, many projects take a significant amount of resources over a multi-month and potentially multi-year timeframe, depending on project complexity and magnitude.
- The division has many fees in place that have not been modified in almost a decade. During that time costs have increased significantly resulting in underrecovery for the City's planning application review services.
- Full cost recovery is targeted from most proposed fees. Costs associated with non-fee related services are paid from other sources (i.e., General Fund).
- Less than full cost recovery is targeted for planning review of requests for accessory dwelling units and appeals processing.

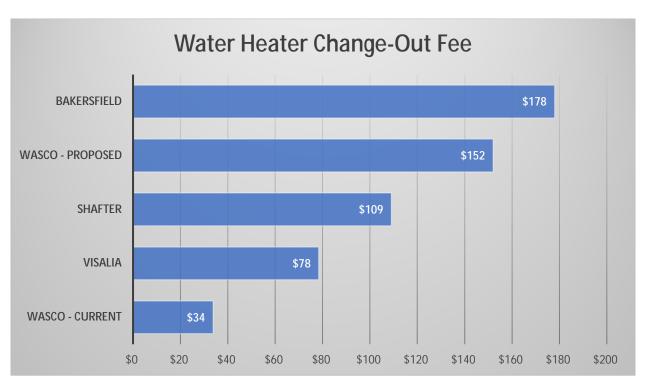
Engineering and Encroachment Permit Fees

- The department uses outside service providers to perform certain plan review and inspection activities. Although, the services are primarily performed by an outside service provider, City staff have to oversee and administer the review and approve and review reports and findings. The proposed fee structure encourages recovery of City costs in addition to contract service provider costs.
- Fees for review and inspection of work in the right of way are scaled to project complexity. Scaling fees allows the City to collect fixed fees for minor reviews.

The adopted and proposed fees for several common services were compared to those imposed by other agencies. The comparison showed that, depending on the service examined, Wasco's fees may fall within the lower, middle, or upper range of amounts collected. This is a common finding due to the many factors that influence fees for specific services (e.g. service delivery methods, community values, organizational structure, and cost recovery goals). Comparison agencies included the cities of Bakersfield, Delano, Shafter, and Visalia. The proposed fee amounts do not exceed the City's cost of service and are in-range of amounts charged by other jurisdictions. Comparison charts are provided on the following pages.











- * (I) All residential zones and commercial zones in existing buildings only.
 - (II) Commercial zones new construction
 - (III) Industrial Zones

Fiscal Impact:

Assuming historical use patterns, staff anticipates approximately \$550,000 in additional General Fund revenues resulting from the proposed changes. Although the changes are anticipated to provide additional revenue, the revenue is not intended to be used to fund new services, and rather the revenue is intended to offset the costs of providing existing services that are recoverable from fees.

Attachments:

- 1. User and Rgulatory Fee Study
- 2. Resolution
- 3. Resolution Exhibit A Fee Schedule

JULY 2021

User and Regulatory Fee Study

ClearSource Financial Consulting

TERRY MADSEN | PRINCIPAL CONSULTANT

tmadsen@clearsourcefinancial.com | 831.288.0608 7960 B Soquel Drive, Suite 363 | Aptos, California 95003 www.clearsourcefinancial.com

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July 2021

CITY OF WASCO

Attn: Keri Cobb, Community Development Director Community Development 764 E Street Wasco, CA 93280

User and Regulatory Fee Study

Dear Keri:

ClearSource Financial Consulting submits the following report describing the findings of our preparation of a User and Regulatory Fee Study for the City of Wasco.

Please refer to the Executive Summary for the key findings of the analysis and estimated impacts to City funds. The balance of the report and its appendices provide the necessary documentation to support those outcomes.

Thank you for the opportunity to serve the City on this topic. We are happy to continue discussion on this study as the need arises or consult with you on additional topics.

Sincerely,

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EMAIL ADDRESS: tmadsen@clearsourcefinancial.com

TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

STUDY OVERVIEW

The City of Wasco has completed a **User and Regulatory Fee Study**. California cities regularly conduct these studies to justify fee amounts imposed and to optimize the overall portfolio of revenues available to the municipality to fund its services.

Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of broader community benefit.

USER AND REGULATORY FEES

The City derives its annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, license fees, franchise fees, fines, rents, and user and regulatory fees. **User** and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.

California law provides guidance regarding the amounts the City may charge for fee-related services and activities. Specifically, in order to avoid being considered taxes, the fees charged shall not exceed the estimated reasonable cost of providing the services, activities, or materials for which fees are charged.

At its conclusion, this study proposes for City Council review and consideration at public hearing a new **Master Fee Schedule** for adoption and continued update in subsequent years.

COST RECOVERY POLICY AND PRACTICE

Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of fee payers.

The services for which the City imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by the City's involvement in the individual action, a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service. When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

Generally, fees for service are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council cites a public interest in lower fees. The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

ILLUSTRATION OF COST RECOVERY SCENARIOS

EXHIBIT 1 | ILLUSTRATION OF COST RECOVERY SCENARIOS

COST RECOVERY **THRESHOLD**

"NONE"

No Recovery of the Costs of Service

"LOW"

Up to 50% of the Full Cost Service

"MODERATE"

Greater than 50% of the Full Cost of Service

"FULL"

100% of the Full Cost of Service

"PENALTY"

Greater than Full Cost

CHARACTERISTIC OF THE SERVICE / ACTION

- Acute interest in protecting:
 - **Public safety**
 - Integrity of City infrastructure, assets, and operations
 - Vulnerable populations
- Collection of fees is not feasible or cost-effective
- The broader public benefits greatly from the individual service provided
- Larger fee amounts may discourage compliance with City requirements
- Market sensitivities may negatively impact demand for services deemed important to the character of the community
- City policy directs an influence on fee amounts for:
 - Concern for low-income participation
 - Concern for specific sectors, such as owner-occupied residences or small business
 - Priority for resident participation, versus non-resident
- While the individual benefits greatly from service provided, public benefit or public interest in compliance/participation is present
- Factors described in lower thresholds retain some influence
- Though service benefits the individual to a high degree, fee levels should be sensitive to the encouragement of current City initiatives
- Service benefits the individual to a great degree
- Service is highly regulatory
- Fee amounts do not materially impact compliance or demand
- Fee amounts for comparable service are in line with other regional communities
- The City discourages the activity
- Must be a fine/penalty for non-compliance with City code

FINDINGS AND PROPOSED ACTION

During the course of study, information and analysis was generated and is discussed substantively throughout this report and its technical appendices. However, summarized in the following tables by broad fee category and highlighted in the subsequent findings statements, are outcomes and proposals of particular interest to City leaders and policymakers.

EXHIBIT 2 | SUMMARY OF FINDINGS STATEMENTS BY FEE CATEGORY

BROAD FEE CATEGORIES	Prevailing Fees Recover Less than the Program's Full Cost of Service and, with Exception, Fees Should be Increased to Enhance Cost Recovery	Restructure Fees to Enhance Nexus Between Service Provided and Fees Collected	Fees are Largely Influenced by Community Goals and Regional Fee Benchmarking	Approve New Fees to Recover Costs
1 Building Fees - Construction Permits	✓	✓		
2 Grading Fees	✓	✓		
3 Current Planning Fees	✓	✓		
4 Engineering and Encroachment Fees	\checkmark	✓		
5 Technology Enhancement Fee				✓
6 General Plan Update Fee	✓	✓		
7 Animal Licensing and Regulation Fees			✓	

Primary Outcomes

Building Fees

#	Finding / Recommendation	Description
1	Current fees recover the less than the full cost of providing fee-related services	 The Division collects roughly \$188,000 annually in fee revenues. Fee-related expenditures are roughly \$562,000. This results in an aggregate cost recovery level of 33% and a General Fund subsidy of approximately \$374,000. Cities throughout the State typically target full cost recovery from building permit fees. Full cost recovery is targeted from proposed fees.
2	Consider using updated construction valuation multiplier in order to increase building permit and plan review fees	 The City currently uses a construction valuation multiplier based on data from April 2002. ClearSource recommends that the City consider implementing a valuation multiplier based on more recent construction data published periodically by the International Code Council (ICC): building valuation data table, typically updated in February and August of each year.
3	Restructure fees and/or reformat fee schedule to facilitate more consistent application of the fee schedule	 Use fee methodology that results in lower fees for less complex projects and higher fees for more complex projects (i.e., establish a nexus between fees and typical service requirements).

Grading Fees

#	Finding / Recommendation	Description
1	Establish Fee Schedule that Allows	 Proposed fees target full cost recovery.
	for Scaling for Less Complex v. More	
	Complex Reviews and Inspections	

Current Planning Fees

#	Finding / Recommendation	Description
1	Current fees recover less than the	The Division collects roughly \$33,000 annually in fee
	full cost of providing services	revenues. Fee-related expenditures are roughly \$174,000.
		This results in an aggregate cost recovery level of 19% and a
		General Fund subsidy of approximately \$141,000.

		•	Due to the nature of development within California, many projects take a significant amount of resources over a multimonth and potentially multi-year timeframe, depending on project complexity and magnitude.
2	Targeting full cost recovery for development projects, including Planning fees has become more common throughout the State	•	The majority of fee-related services provided by the Division are proposed to be billed on an hourly basis, with a minimum fee due. This billing method is intended to recover the cost of time and materials provided by City staff and contract service personnel during the review of fee-related service applications. In order for the billing system to function properly, the City must have systems in place to track time amongst the various development requests examined by staff and contractors. For deposit-based projects the City should bill project applicants for effort including intake, processing, technical reviews, inspections, meetings, and issuance/approvals.

Engineering and Encroachment Permit Fees

#	Finding / Recommendation	Description
1	Restructure fees to encourage cost	The department uses outside service providers to perform
	recovery of City staff and outside	certain plan review and inspection activities. Although, the
	service provider costs	services are primarily performed by an outside service
		provider, City staff have to oversee and administer the review
		and approve and review reports and findings. The proposed
		fee structure encourages recovery of City costs in addition to
		contract service provider costs.
2	Establish fixed fees to accommodate	Fees for review and inspection of work in the right of way are
	minor encroachment permitting	scaled to project complexity.
	reviews	

IMPACT TO COST RECOVERY AND CITY FUNDS

The anticipated revenue impact of the proposed changes included in the fee schedule update is \$550,000.

EXHIBIT 3 | COST RECOVERY IMPACT OF PROPOSED FEE CHANGES

DIDEOT REE DEL ATED	PREVAILING FEES				PROPOSED FEES		
DIRECT FEE-RELATED SERVICES	Annual Cost of Service	Annual Fee Revenue	General Fund Subsidy	Overall Current Cost Recovery	Annual Fee Revenue	New Revenue to General Fund	Targeted Cost Recovery
Building	\$562,000	\$188,000	\$374,000	33%	\$562,000	\$374,000	100%
Current Planning *	\$174,000	\$33,000	\$141,000	19%	\$162,000	\$129,000	93%
Grading, Engineering, and Encroachments *	\$238,000	\$99,000	\$139,000	42%	\$120,000	\$21,000	50%
Technology Fee	\$20,000	\$0	\$20,000	0%	\$15,000	\$15,000	75%
General Plan Update Fee	\$41,000	\$0	\$41,000	0%	\$11,000	\$11,000	27%
Total	\$1,035,000	\$320,000	\$715,000	31%	\$870,000	\$550,000	84%

^{*} Amounts shown are estimates. Actual amounts will vary based on applicant volume and project types. Many individual fees for current planning and engineering and encroachment services will target full cost recovery (100%). Revenue impact is intended to represent a conservative estimate to allow for development and refinement of deposit tracking and hourly billing systems.

Additional revenues expected from proposed changes to fees and charges are intended to offset the cost of providing existing services associated with those fee-related regulatory functions. Additional fee revenue is not intended to fund new services.

Fairly allocating costs to the services provided and recovering some, or all, of these costs from service recipients creates value and predictability for City customers and reimburses the City for services provided to a single party, as compared to the public at large. Collecting fees for services:

- Increases the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety and public works services.
- ⇒ Helps meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.

SCOPE OF STUDY

The City of Wasco has completed a **User and Regulatory Fee Study**, which represents an external review of prevailing practices and development of a new **Schedule of User Fees and Charges**. ClearSource Financial Consulting has prepared this analysis during Fiscal Year 2020-2021 and will be available to answer questions as the City proceeds in implementing findings as it chooses.

Key tasks expected by the City from this study included the following:

- Review eligible fee-related services citywide to establish the reasonable relationship between current fees for service and the underlying costs of service.
- Calculate the full cost of service, including citywide overhead costs.
- Recommend fees to be charged for each service.
- ⇒ Recommend cost recovery strategies and best practices in setting fees, while considering the complexities and demands of responsible programs or departments.
- Identify new fees and/or revenue sources for eligible services, where discovered and applicable.
- Identify underlying billable rates for cost recovery opportunities and as the basis for user fees.
- Maintain a thoroughly documented analysis to ensure compliance with Proposition 26, and other statutes, as applicable.

DIRECT SERVICES UNDER REVIEW

Fee Categories

City fees under review in this project focused on direct services eligible for user fee methodology, as listed in the City's published fee schedules. Additionally, the project was tasked with identifying any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees. Current services shown in the City's various prevailing fee schedules and addressed in this study are summarized as follows:

- Building Services include building permits for construction and sub-trades.
- Grading Plan review and inspection of land grading.
- Planning Services include development review/current planning, special events, other community permitting, and miscellaneous labor.
- Engineering Services include land development review and encroachment permitting.

REASON FOR STUDY

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, franchise fees, fines, rents, and user and regulatory fees. User and regulatory fees are intended to cover all, or a portion of, the costs incurred by a city for providing fee-related services and activities that are not otherwise provided to those not paying the fee.

California cities regularly conduct fee studies to justify fee amounts imposed and to optimize the overall body of revenues available to the municipality to fund its services. Widespread industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that individual through user fee revenue, relieving the agency's general revenues for services of broader community benefit.

PREVAILING GUIDANCE

The objectives of this study, the methodology used to complete the study, and the formulation of outcomes and recommendations for future consideration were significantly influenced by Article 13C of the California Constitution and Section 66014 of the California Government Code.

Article 13C states that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payer bear a fair or reasonable relationship to the payer's burdens on, or benefits received from, the governmental activity. Additionally, Article 13C identifies the following as items that are not defined as taxes:

- → A charge imposed for a specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
- A charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- → A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
- → A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
- ⇒ A charge imposed as a condition of property development.
- Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.

Section 66014(a) of the California Government Code includes the following, "Notwithstanding any other provision of law, when a local agency charges fees for zoning variances; zoning changes; use permits; building inspections; building permits; ...the processing of maps under the provisions of the Subdivision Map Act...; or planning services...; those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, unless a question regarding the amount of the fee charged in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

The outcomes and recommendations of the study are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees ("charges") recommended as a result of this study are not taxes as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to the cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, this report is intended to show that the manner in which the costs are allocated to a payer bear a fair and reasonable relationship to the payer's burdens on, or benefits received from the activities and services provided by the City.

METHODOLOGY AND DATA SOURCES

This study calculated the estimated reasonable cost of providing various fee-related services across the City organization. Generally, the estimated reasonable cost of providing the fee-related services and activities examined in this study can be calculated as the product of the composite fully-burdened hourly labor rate of the division responsible for providing services and the estimated labor time required to process a typical request for service.

The composite fully-burdened hourly rates calculated in this study are based on the estimated annual hours spent providing fee related services, and estimated labor, services and supplies, and citywide overhead expenditures, sourced as follows:

- Estimated annual hours spent providing fee related services were developed based on interviews with City staff and are in-line with typical direct service ratios experienced by the consultant via studies of similar municipalities throughout California.
- Labor expenditures for in-house personnel were based on budgeted salary and benefits expenditures.
- Contract service personnel related costs were based on the rates currently used by the City's contract service providers and estimates of typical on-going hourly costs.
- ◆ All other services and supplies expenditures were based on budgeted expenditures.
- For purposes of estimating the full cost of service, a reasonable, conservative, allocation of central service costs to direct service departments was developed that yields Citywide indirect rates to inform this analysis.
- Estimated labor times were developed based on responses from the staff primarily responsible for the provision of services examined in the study. Commonly used industry data also aided in the development of time estimates and proposed fee structures.

Once cost of service levels are identified, the City may use this information to inform targeted cost recovery from fees. Fees set at the cost of service target full cost recovery. Fees set at any amount less than the cost of service target less than full cost recovery.

An illustration of the methods used in this analysis is shown below.

EXHIBIT 4 | STEPS IN ANALYZING COSTS OF SERVICE AND USER FEES

COST OF SERVICE ANALYSIS Process and Methods				
1 ANNUAL LABOR TIME	0 0	Identify annual hours spent providing fee services for each participating division Information is developed and tested using a combination of interviews, questionnaires, historical project information, and historical revenue information		
2 ANNUAL EXPENDITURES	0 0	Identify annual cost of providing fee services for each participating division Information is developed and tested using a combination of information found in the City's adopted budget, expenditure history, and the overhead cost plan.		
3 FULLY BURDENED	0	Calculate the estimated fully burdened hourly rate using information from Steps 1 and 2		
HOURLY RATES		Annual Cost ÷ Annual Hours = Hourly Rate		
4 SERVICE/ACTIVITY LABOR TIME	0 0	Estimate labor time required to process individual request for service Information is developed and tested using a combination of interviews, questionnaires, commonly used measures, and information developed in Step 1		
5 UNIT COST	=	Calculate the estimated cost of service using information from Steps 3 and 4		
OF SERVICE		Hourly Rate x Labor Hours = Unit Cost of Service		
6 CURRENT	٥	Calculate current cost recovery level for a specific service		
COST RECOVERY		Current Fee ÷ Unit Cost of Service = Current Cost Recovery		
7 TARGETED	•	Use laws, industry standards, goals and policies, and historical trends to determine targeted cost recovery		
COST RECOVERY		Proposed Fee ÷ Unit Cost of Service = Targeted Cost Recovery		
8 TEST FOR REASONABLENESS	0 0 0	Test to confirm forecast revenue from fees will not exceed program costs Use historical permit volume and proposed fees to forecast anticipated revenue from fees Forecasted revenues should not exceed program costs		

PROJECT ORIENTATION

CONSIDERATIONS FOR IMPLEMENTATION

If the City decides to adopt or otherwise utilize outcomes generated through this study, it should:

- Update Systems for Fee Outcomes Ensure that City staff begin using updated fees and associated outcomes once the updated schedule of fees becomes effective. Values should be included in all official fee schedules used throughout the City (e.g., departmental pamphlets, counter schedules, and online information). Additionally, ensure collections processes are updated, which may include coding in billing systems and training for personnel who handle fees directly with the public.
- Actively Monitor the Use of Fees In order to recover accurate and eligible amounts expected, the City should be diligent about tracking time to projects and ensuring fees are applied in the correct amount and using the correct and intended basis.
- Monitor Feedback and Permit Statistics Monitor permit and application volume and applicant feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.
- → Annually Review and Adjust Fee Values In order to generally maintain pace with regional cost inflation and/or the City's salary cost inflation, the City should adjust its fees on an annual basis. A commonly used, reasonable inflation index is the annual change in the all-urban Consumer Price Index (CPI) for San Francisco-Oakland-Hayward.
- Periodically Perform Comprehensive Analysis A comprehensive fee study should be conducted every three to five years to ensure fee levels remain at or below legal limits and are consistent with evolving service practices and local conditions.

COMMUNITY DEVELOPMENT FEES

BUILDING PERMIT AND PLAN REVIEW FEES

The Building Division provides permitting, plan check, and inspection services for all new construction, alterations, and additions throughout the City, enforcing the provisions of the California Building Standards Code. Additionally, the division serves as a primary building code resource to contractors, architects, engineers, developers, business owners, and property owners. Only the costs of providing feerelated services are proposed to be recovered from fees. Costs associated with non-fee related services are proposed to be paid from other sources, typically the City's General Fund revenues.

Building Fees: Study Outcomes and Recommendations

#	Finding / Recommendation	Description
1	Current fees recover the less than the full cost of providing fee-related services	 The Division collects roughly \$188,000 annually in fee revenues. Fee-related expenditures are roughly \$562,000. This results in an aggregate cost recovery level of 33% and a General Fund subsidy of approximately \$374,000. Cities throughout the State typically target full cost recovery from building permit fees. Full cost recovery is targeted from proposed fees.
2	Consider using updated construction valuation multiplier in order to increase building permit and plan review fees	 The City currently uses a construction valuation multiplier based on data from April 2002. ClearSource recommends that the City consider implementing a valuation multiplier based on more recent construction data published periodically by the International Code Council (ICC): building valuation data table, typically updated in February and August of each year.
3	Restructure fees and/or reformat fee schedule to facilitate more consistent application of the fee schedule	 Use fee methodology that results in lower fees for less complex projects and higher fees for more complex projects (i.e., establish a nexus between fees and typical service requirements).

The current building fee schedule is complex as it includes a different method for calculating rates of the various disciplines (plumbing, mechanical and electrical) which requires counting of fixtures, watts amperage, etc. The methodology makes it difficult to project fees for proposed projects and results in a cumbersome process of calculating fees and may at times results in inaccuracies.

A fee schedule based on construction valuation is a common methodology used by other cities throughout the region and state including Shafter, Bakersfield, Delano, and Patterson. The methodology allows for a more accurate and expeditious calculation of fees and enables residents, contractors, and developers to easily project fees for proposed projects. A comparison of current and proposed

COMMUNITY DEVELOPMENT FEES

structures is illustrated in the tables below. Additionally, a listing of all current and proposed fees is included in the Appendix of this report.

Current Format for Calculating Various Permit Fees

#	Fee Description	Fee
1	Plumbing fixtures and/or drains, each	\$x
2	Vent Fan to Single Duct, each	\$x
3	Rain Water System, each	\$x
4	Garbage disposal – residential, each	\$x
5	Receptacles / lights, each	\$x
6	Light standards, each	\$x
7	Hose bibbs, each	\$x
8	Motor – Up to 5 HP	\$x
9	Motor – 5.1 to 15 HP	\$x
10	Motor – 15.1 to 100 HP (two add'l categories based on HP)	\$x

The proposed fee methodology establishes a nexus between fees and typical service requirements. It results in lower fees for less complex projects and higher fees for more complex projects. The restructured fees and reformatted schedule is intended to facilitate more consistent application of the fee schedule.

Sample of Proposed Format for Calculating Various Permit Fees

#	Fee Description	Fee
1	Plumbing Permit (Total Valuation)	
	Up to \$2,000	\$x
	\$2,000 - \$4,000	\$x
	\$4,000 - \$10,000	\$x for the first \$4,000, plus \$x for each add'l \$1,000 valuation
	Greater than \$10,000	\$x for the first \$10,000, plus \$x for each add'l \$1,000 valuation

Updated fees, if adopted, would be in-range with amounts collected by other municipalities throughout the region and state of California.

COMMUNITY DEVELOPMENT FEES

CURRENT PLANNING FEES

The City's in-house planning staff and contract service providers maintain and implement the City's Zoning Code and prepare other specialized planning documents. The division reviews development requests for conformance with the City's planning policies and standards. Division staff also oversee the City's advance planning efforts. The costs of providing fee-related services are proposed to be recovered in part, or in full, from fees. Costs associated with non-fee related services are proposed to be paid from other sources, typically the City's General Fund revenues.

Planning Fees: Study Outcomes and Recommendations

#	Finding / Recommendation	Description
1	Current fees recover less than the full cost of providing services	 The Division collects roughly \$33,000 annually in fee revenues. Fee-related expenditures are roughly \$174,000. This results in an aggregate cost recovery level of 19% and a General Fund subsidy of approximately \$141,000. Due to the nature of development within California, many projects take a significant amount of resources over a multimonth and potentially multi-year timeframe, depending on project complexity and magnitude.
2	Targeting full cost recovery for development projects, including Planning fees has become more common throughout the State	 The majority of fee-related services provided by the Division are proposed to be billed on an hourly basis, with a minimum fee due. This billing method is intended to recover the cost of time and materials provided by City staff and contract service personnel during the review of fee-related service applications. In order for the billing system to function properly, the City must have systems in place to track time amongst the various development requests examined by staff and contractors. For deposit-based projects the City should bill project applicants for effort including intake, processing, technical reviews, inspections, meetings, and issuance/approvals.

ENGINEERING FEES

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Land development engineering and encroachment permit fees are collected to offset the costs of regulating activities impacting public facilities, infrastructure, and the right of way. Staff and contract service providers review development, construction, and other requests for conformance with the City's policies and standards. The costs of providing services generated by individualized action, such as encroachments and excavations, are proposed to be recovered in full, or in part, from fees. Costs associated with non-fee related services will be paid from other sources, typically General Fund revenues.

Land Development Engineering and Encroachment Fees: Study Outcomes and Recommendations

#	Finding / Recommendation	Description
1	Restructure fees to encourage cost recovery of City staff and outside service provider costs	 The department uses outside service providers to perform certain plan review and inspection activities. Although, the services are primarily performed by an outside service provider, City staff have to oversee and administer the review and approve and review reports and findings. The proposed fee structure encourages recovery of City costs in addition to contract service provider costs.
2	Establish fixed fees to accommodate minor encroachment permitting reviews	 Fees for review and inspection of work in the right of way are scaled to project complexity.

TECHNOLOGY ENHANCEMENT FEE

NEW FEE PROPOSED – TECHNOLOGY ENHANCEMENT FEE

A Technology Enhancement Fee is proposed. The fee will be applied as five percent (5%) of the base permit fee collected. Amounts collected from this fee are intended to provide roughly \$15,000 per year that should be dedicated specifically toward hardware, software, or services that enhance the City's ability to effectively serve the development community through the use of technology. The fee will be collected on all planning, building, and public works permits and applications.

Cities and counties throughout California often attempt to recover portions of the costs of technology enhancement through fees collected on various project types that benefit from the provision of advanced technologies. Estimated cost and useful life of these technologies was developed by the consultant based on information developed as part of recent studies.

GENERAL PLAN FEE

GENERAL PLAN MAINTENANCE FEE

An update General Plan Maintenance Fee is proposed. The fee will be applied as five percent (5%) of building permit fees for new construction and square footage additions. Amounts collected from this fee are intended to provide roughly \$11,000 per year that should be dedicated to costs associated with maintaining and updating the City's General Plan and support documents.

California Government Code Section 66014 states that fees collected by an agency may "...may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations."

Every county and city in California is required by State law to have a General Plan, and the plan is required to be up to date. The General Plan discusses the City's goals, policies, and implementation actions regarding all future development. The Zoning Ordinance establishes the development regulations to implement the General Plan and must be consistent with the Plan.

Cities and counties throughout California often attempt to recover portions of the costs of updating and maintaining these plans through fees collected on various development projects.

APPENDIX A

ILLUSTRATION OF PROPOSED FEE SCHEDULE



Schedule of User and Regulatory Fees

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Note: This Fee Schedule does not include all fees, rates, or charges that may be imposed by the City. Examples of excluded items include, but are not limited to, development impact fees, utility rates, and punitive fines and penalties.

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City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

A. Fees for Commonly Requested Building Permit Types. Fees shown in this section (Section A.) include all applicable permit issuance, inspection, and plan review fees). Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California).

Activ	vity Description	Fee	Charge Basis	Note
1	HVAC Change-Out - Residential	\$152	per permit	
2	HVAC Change-Out - Commercial (per unit)	\$203	per permit	
3	Residential Solar Photovoltaic System - Solar Permit			
3	a) 15kW or less	\$270	per permit	
	b) Above 15kW – base	\$270	per permit	
	c) Above 15kW – per kW	\$15	per permit	
	5,7,5516 <u>25.1.1.</u>	Ψ-25	per permit	
4	Commercial Solar Photovoltaic System - Solar Permit			
	a) 50kW or less	\$1,000	per permit	
	b) 50kW – 250kW – Base	\$1,000	per permit	
	c) 50kW – 250kW – per kW above 50kW	\$7	per permit	
	d) Above 250kW – base	\$2,400	per permit	
	e) Above 250kW – per kW	\$5	per permit	
5	Service Panel Upgrade - Residential	\$152	per permit	
6	Service Panel Upgrade - Commercial	\$203	per permit	
7	Water Heater Change-Out	\$152	per permit	
8	Line Repair - Sewer / Water / Gas	\$152	per permit	
9	Re-pipe	\$270	per permit	
10	Residential Re-Roof			
	a) Up to 2,000 SF	\$203	per permit	
	b) Each Add'l 1,000 SF or fraction thereof	\$68	per permit	
11	Demolition	\$135	per permit	
12	Temporary Power Pole	\$152	per permit	
13	Swimming Pool/Spa			
	a) Swimming Pool / Spa	\$304	per permit	
	b) Equipment Change-out Alone	\$169	per permit	
14	Patio - Standard (Wood/Metal Frame)	\$230	per permit	
15	Window / Sliding Glass Door			
	a) Retrofit / Repair / Replace	\$203	per permit	
	b) New / Alteration	\$203	per permit	

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

Determination of Valuation for Fee-Setting Purposes

• Project valuations shall be based on the total value of all construction work, including all finish work, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official. For determining project valuations for new construction, the Building Official may use data published by the International Code Council (ICC) (building valuation data table, typically updated in February and August of each year). The final building permit valuation shall be set at an amount that allows the City to recover its costs of applicant plan check, permit and inspection activities.

Note: For construction projects with permit fees calculated using Section B, C, D, or E, additional fees apply for permit issuance. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

B. <u>Permit Fee for New Buildings, Additions, Tenant Improvements, Residential Remodels, and Combined Mechanical, Electrical, and/or Plumbing Permits</u>

Total Valuation					Perm	it Fee	
\$1	to	\$4,000	\$135.00				
\$4,001	to	\$10,000	\$135.00	for the first \$4,000	plus	\$33.76	for each add'l \$1,000 or fraction thereof, to and including \$1,000
\$10,001	to	\$50,000	\$337.50	for the first \$10,000	plus	\$11.81	for each add'l $$1,000$ or fraction thereof, to and including $$1,000$
\$50,001	to	\$100,000	\$810.00	for the first \$50,000	plus	\$10.80	for each add'l \$1,000 or fraction thereof, to and including \$100,000 $$
\$100,001	to	\$500,000	\$1,350.00	for the first \$100,000	plus	\$6.08	for each add'l \$1,000 or fraction thereof, to and including \$500,000 $$
\$500,001	to	\$1,000,000	\$3,780.00	for the first \$500,000	plus	\$3.24	for each add'l \$1,000 or fraction thereof, to and including \$1,000,000 $$
\$1,000,001	and	up	\$5,400.00	for the first \$1,000,000	plus	\$2.59	for each additional \$1,000 or fraction thereof over \$1,000,000

For permits requiring plumbing, electric, or mechanical review, the following percentages shall be added to the base permit fee

Plumbing inspection fees = Base permit fee x .10

Electrical inspection fees = Base permit fee x .10

Mechanical inspection fees = Base permit fee x .10

- Building permit fees for factory built housing shall total 50% of the amount listed above -

MASTER FEE SCHEDULE - BUILDING FEES

C. Permit Fee for Stand-Alone Mechanical Permit

Total Valuation		Permit Fee			
Up to \$2,000	\$135.00				
\$2,001 to \$4,000	\$202.50				
\$4,001 to \$10,000	\$270.00 f	or the first \$1,000	plus	\$11.25	for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50 f	or the first \$10,000	plus	\$4.50	for each additional \$1,000 or fraction thereof over \$10,000

D. Permit Fee for Stand-Alone Plumbing Permit

Total Valuation			Perm	it Fee	
Up to \$2,000	\$135.00				
\$2,001 to \$4,000	\$202.50				
\$4,001 to \$10,000	\$270.00	for the first \$1,000	plus	\$11.25	for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50	for the first \$10,000	plus	\$4.50	for each additional \$1,000 or fraction thereof over \$10,000

E. Permit Fee for Stand-Alone Electrical Permit

Total Valuation			Permit Fee	
Up to \$2,000	\$135.00			
\$2,001 to \$4,000	\$202.50			
\$4,001 to \$10,000	\$270.00 fo	or the first \$1,000	plus \$11.25	for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50 fc	or the first \$10,000	plus \$4.50	for each additional \$1,000 or fraction thereof over \$10,000

MASTER FEE SCHEDULE - BUILDING FEES

F. Permit Fee for Stand-Alone or Combination Permits Not Identified Elsewhere in this Schedule

Note: For construction projects with permit fees calculated using Section F, additional fees apply for permit issuance. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

Acti	vity Description	Fee	Charge Basis Note
1	Stand-Alone or Combination Permit Fees (Alternative Calculation)		
	a) One Inspection Required	\$68	
	b) Two Inspections Required	\$135	
	c) Three Inspections Required	\$203	
	d) Four Inspections Required	\$270	
	e) Each Additional Inspection	\$68	

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

G. Building Plan Review Fees

Activity Description	Proposed Fee	Charge Basis	Note
1 Plan Check Fees			
a) Plan Review Fee, if applicable (% of bldg permit fee)	65%	% of building permit fee	[a]
b) Expedited Plan Check (when applicable)) Expedited Plan Check (when applicable) As billed by 3rd party plan check consultant, plus 25% administrative fee		

When applicable, plan check fees shall be paid at the time of application for a building permit.

The plan checking fee is in addition to the building permit fee

[a] The City will bill for any 3rd party plan check costs that go beyond these fees, as charged by the plan check company plus a 25% administrative fee.

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

H. Other Fees

Acti	vity Description	Fee	Note
1	Permit Processing Fee	\$68	
2	General Plan Maintenance Fee (percent of permit fee)	7%	[a]
3	Technology Fee (percent of permit fee)	5%	
4	Strong Motion Instrumentation (SMI) Fee Calculation		
	a) Residential	\$0.50 or valuation x .00013	
	b) Commercial	\$0.50 or valuation x .00028	
5	Building Standards (SB 1473) Fee Calculation (Valuation) - Green Fee		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Each Add'l \$25,000 or fraction thereof	Add \$1	
6	Temporary Certificate of Occupancy (per 30 Days)	\$101	
7	Damaged Building Survey (Fire, Flood, Vehicle Damage, Etc.)	\$203	
	Change Of Contractor / Permit Change		
8	Change Of Contractor / Miscellaneous Permit Changes Initiated by Permittee	\$68	
	Violation Fees		
9	Permit Fee / Investigation Fee For Work Done Without Permits	2x Permit Fee	
	Other Fees		
10	Phased Inspection Fee (per inspection)	\$68	
11	After Hours Inspection (per hour) (2-hour minimum)	\$162	
12	Re-inspection Fee (3rd Time or More) (each)	\$68	[b]
13	Missed inspection Fee	\$68	
14	Credit Card Transaction Fee	3% - Pass-thru	[c]
15	Fees for Services Not Listed in this Fee Schedule (per 1/2 hour)	\$68	

[[]a] Fee only applies to permits for new construction and commercial/industrial additions, and habitable residential additions.

[[]b] Reinspection fee applies after second re-inspection.

[[]c] For credit card payments in excess of \$2,000.

MASTER FEE SCHEDULE - GRADING FEES - PRIVATE DEVELOPMENT ONLY *

Acti	vity Description	Initial Deposit / Minimum Fee	Unit	Note
	PLAN REVIEW FEES			
1	Grading Plan Check			
	a) Single Dwelling Unit Less than .5 acre, less than 50 CY (Cut & Fill)	\$612	deposit	[a]
	b) Parcels under 1 acre over 50 CY	\$1,224	deposit	[a]
	c) 1.00 - 5.00 acres			
	i) First acre	\$1,224	deposit	[a]
	ii) Each additional acre, or portion thereof	\$306	deposit	[a]
	d) 5.01 - 10.00 acres			
	i) First 5.01 acres	\$2,448	deposit	[a]
	ii) Each additional acre, or portion thereof	\$490	deposit	[a]
	e) 10.01 - 100.00 acres			
	i) First 10.01 acres	\$4,896	deposit	[a]
	ii) Each additional acre, or portion thereof	\$218	deposit	[a]
	f) Over 100.01 acres			
	i) First 100.01 acres	\$24,480	deposit	[a]
	ii) Each additional acre, or portion thereof	\$50	deposit	[a]
2	Permit Issuance - Onsite Construction / Grading	\$77	fee	
3	Technology Fee (% of Fees Paid)	5%	% of fees paid, including T&M billings	
4	Extension of Time	\$77	fee	
5	Fee for Additional Services Required Due to Changes, Modifications, Additions, etc.	Actual Costs / T&M plus 25% admin fee	deposit	
6	Permit Fee / Investigation Fee Work Commenced without a Permit	2x permit fee	fee	
7	Fees for Services Not Listed In this Fee Schedule			
	a) Hourly Rate of In-House Staff	\$153	per hr	
	b) Contract Service Providers	Pass-through of Consultant Costs plus 25% admin fee		

[[]a] Amount shown is initial deposit. All fees will be charged on a time & materials basis, plus 25% administrative fee.

* See Public Works / Engineering Fees for Tract, Street, and Other Grading Fees

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

MASTER FEE SCHEDULE - GRADING FEES - PRIVATE DEVELOPMENT ONLY *

Initial Deposit / Minimum

Activity Description

Fee Unit Note

Full Cost Deposits and Deposit Replenishment

Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Ac	tivity Description	Flat Fee	Minimum Fee / Initial Deposit Note
1	Annexations		
	a) Annexation		\$10,000
	b) Out of Area Service Reviews	\$2,512	
2	Williamson Act Contracts		
	a) Notice of Non-Renewal		\$1,200
	b) Contract Cancellation		\$1,500
	c) Establishment of Agricultural Preserve		\$3,000
3	Temporary Uses		
	a) Temporary Use Permit - Major	\$314	[a]
	b) Temporary Use Permit - Minor	\$79	[a]
	c) Home Occupation	\$79	
	d) Sidewalk Vending Permit	\$157	
4	Sign Review		
	a) Individual Sign	\$157	
	b) Master Sign Program	\$314	
	c) Temporary Sign Permit	\$79	
5	Site Plan Review		
	 a) Single Family Porches and Patios and Non-Habitable Accessory Structures over 120 sq ft. 	\$79	
	b) Single Family (New and Modifications)	\$157	
	c) Accessory Dwelling Unit	\$157	
	d) New and Modification to Existing Multi-Family (Fewer than 4 Units)	\$471	
	e) Comm. / Indust. / Multi-Family (4 Units or More)		
	i) Less than 1 Acre	\$3,140	
	ii) 1 - 5 Acres	\$4,710	
	iii) More than 5 Acres	\$6,280	
	f) Comm. / Indust. / Multi-Family (4 Units or More) - Modification to Existing Sites		
	i) Minor - Less than 5,000 Square Feet	\$1,570	
	ii) Major - 5,000 Square Feet or More	\$2,512	
	g) Landscape Plan Review (Commercial / Industrial / Multi-Family Residential and Master Tract)		Pass-through of Consultant Costs plus 25% admin fee; with
	h) Landscape Plan Review (Single Family Residential)	\$157	\$500 initial deposit

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City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Ac	tivity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
6	Conditional Use Permit			
	a) Conditional Use Permit - Class I	\$1,884		[b]
	b) Conditional Use Permit - Class II	\$3,140		[c]
	c) Conditional Use Permit - Class III	\$6,280		[d]
	d) Conditional Use Permit - Modifications	\$1,570		[e]
7	Variance	\$1,570		
3	Precise Development			
	a) New	\$7,850		
	b) Major Modification	\$6,280		
	c) Minor Modification	\$1,570		
9	Specific Plan		\$15,000	
0	Zoning Ordinance Amendments			
	a) Zoning Ordinace Text Amendment	\$3,140		
	b) Zoning Change		\$4,000	
	c) General Plan Amendment		\$4,000	
.1	Land Division			
	a) Certificate of Compliance		\$942	
	b) Lot Line Adjustment/Parcel Merger		\$1,570	
	c) Tentative Parcel Map		\$4,082	
	d) Modifications or Revisions to Tentative Parcel Map		\$1,570	
	e) Parcel Map Waiver		\$1,256	
	f) Tentative Map - up to 100 lots		\$4,710	
	g) Tentative Map - over 100 lots			
	i) Base Fee for First 100 Lots		\$4,710	
	ii) Per Lot over 100 deposit		\$26	
	h) Modifications or Revisions to Tentative Tract Map		\$2,512	
	i) Reversion to Acreage		\$4,000	

City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
12 Miscellaneous			
a) Pre-Application Review	1/4 of application cost		[f]
b) Appeals	\$1,000		
c) Development Agreement		\$6,280	
d) Right-of-Way Vacation		\$4,000	
e) Time Extension			
i) Staff Level Approval	\$79		
ii) Planning Commission Approval	\$628		
f) Oil and Gas Drilling Permit		\$6,280	
ENVIROMENTAL REVIEW AND RELATED FEES			[g]
13 CEQA			[g]
a) Exemption	\$157		[g]
b) Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration (IS/ND or IS/MND)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
c) Environmental Impact Report (EIR)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
d) Addendum to IS/ND or IS/MND		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
e) Addendum to EIR		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
14 NEPA			[g]
a) Exclusion		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
b) Environmental Assessment/Finding of No Significant Impact (EA/FONSI)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
c) Environmental Impact Statement (EIS)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]

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MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
15 All Other Environmental Review Services		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
Other			
16 Technology Fee (percent of fees paid)	5%	% of fees paid including T&M billings	
17 Fees for Services Not Listed In this Fee Schedule			
a) Hourly Rate of In-House Staff	\$157		
b) Contract Service Providers		Pass-through of Consultant Costs plus 25% admin fee	

- [a] Temporary use permit fees may be waived with City Manager approval for local non-profit events or City sponsored events only.
- [b] All residential zones and commercial zones in existing buildings only.
- [c] Commercial Zones new construction.
- [d] Industrial Zones.
- [e] All zones.
- [f] 50% credit to application.
- [g] Plus, pass through of environmental document filing fees or other fees collected by other agencies (e.g. fees set by the State of California Department of Fish and Wildlife and the County of Kern).

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy

Application fees are not refundable except as follows:

- A. Refund of 100% shall be made if a determination is made that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution.
- B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be refunded.
- C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Overview of Fee Structure

Fees may be either fixed fees, deposits, or deposits with a minimum fee amount due. When a fee is deposit-based, the City will collect the initial depots and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

#	Activity Description	Fixed Fee or Minimum Fee	Initial Deposit	Charge Basis	Note
1	Public Improvement - Plan Check & Inspection				
	a) Plan Review				
	i) Up to 20 Lots	T&M, plus 25% admin fee	5% of improvement cost		[a]
	ii) More than 20 Lots	T&M, plus 25% admin fee	3.5% of improvement cost		[a]
	iii) Other - Not Tract Related	T&M, plus 25% admin fee	5% of improvement cost		[a]
	b) Inspection				
	i) Up to 20 Lots	T&M, plus 25% admin fee	5% of improvement cost		[a]
	ii) More than 20 Lots	T&M, plus 25% admin fee	3.5% of improvement cost		[a]
	iii) Other - Not Tract Related	T&M, plus 25% admin fee	5% of improvement cost		[a]
2	Map Review				
	a) Tentative Map	See Comm Dev Planning Fees	See Comm Dev Planning Fees		
	b) Final Map Including Subdivision Improvement Agreement				
	i) Parcel Map	T&M, plus 25% admin fee	\$3,000		
	ii) Tract Map	T&M, plus 25% admin fee	\$5,000		
3	Encroachment Permit				
	a) Permit Processing / Application Intake Fee	\$77			
	b) Minor Encroachment				
	i) Plan Review, if required	\$77			
	ii) Inspection, if required	\$153			
	c) Major Encroachment				
	i) Plan Review, if required	\$306			
	ii) Inspection, if required	\$612			
	d) Expedited Requests (< 24 hours)	1.5x standard fee			
	e) Projects lasting more than 3 days or excavation of more than 100 LF or 400 SF / non- standard projects i) Plan Review, if required	T&M, plus 25% admin fee	\$1,000		
	ii) Inspection, if required	T&M, plus 25% admin fee	\$200 x expected # of days		
	iii) City Staff Hourly Billing, if required (per hour)	\$153			
4	Oversize Load Permit				
	a) One Day	\$16			[b]
	b) Annual	\$90			[b]

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

#	Activity Description	Fixed Fee or Minimum Fee	Initial Deposit	Charge Basis Note
5	Survey / Monument	T&M, plus 25% admin fee	\$1,500	
6	Special District Formation	T&M, plus 25% admin fee	\$7,500	
7	Reimbursement Agreement	T&M, plus 25% admin fee	\$2,500	
8	Easement	T&M, plus 25% admin fee	\$2,500	
9	Certificate of Acceptance	T&M, plus 25% admin fee	\$1,500	
10	Special Study Review (when study review not included as part of other fee or deposit)	T&M, plus 25% admin fee	\$1,000	
11	Industrial Discharge Permit	T&M, plus 25% admin fee		
12	Self-Haul Permit Fee (Per Year)	\$350		per year
13	Technology (% of fees paid)	5%		% of fees paid, including T&M billings
14	Extension of Time	\$115		one year
15	Revisions			
	 a) Reviewed/Inspected by Outside Service Provider 			
	i) Outside Service Provider Fee	Time & Materials	Time & Materials	
	ii) City Staff Review	25% of vendor costs	25% of vendor costs	
	b) Reviewed/Inspected by City Staff (per hour)	\$153		per hour
16	After Hours Inspections (per hour; 2 hr. minimum)	\$184		per hour; 2-hr minimum
17	Re-Inspection (3rd time or more) and missed inspection (each)	\$153		per hour

[[]a] Based on City approved engineer's cost estimate, plus 20% contingency.

[[]b] Fee set to match CA Department of Transportation.

SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

Ac

Activity Description

Fixed Fee or Minimum Fee

Initial Deposit

Charge Basis

Note

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy

Application fees are not refundable except as follows:

- A. Refund of 100% shall be made if a determination is made that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution.
- B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be refunded.
- C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Overview of Fee Structure

Fees may be either fixed fees, deposits, or deposits with a minimum fee amount due. When a fee is deposit-based, the City will collect the initial depots and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - CONSTRUCTION WATER METER RENTAL

#	Activity Description	Fixed Fee or Minimum Fee	Refundable Deposit	Charge Basis	Note
1	Construction Water Meter	\$150; plus the cost of total water usage per month	\$1,250	each	[a]

[[]a] Refundable deposit to be used if applicant damages or does not return meter and/or does not pay for their water usage during meter rental period.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

Ac	tivity Description	Fee	Charge Basis	Note
	Animal Adoption Fee			
1	Animal Adoption Fee			
	a) Female Cat	\$84		
	b) Male Cat	\$50		
	c) Dog	\$85		
	Dog Licenses			
2	Natural dog over 4 months	\$30	one year only	
3	Altered dog over 4 months	\$15	one year only	
4	Natural dog over 1 year			
	a) One year	\$60		
	b) Two years	\$110		
	c) Three years	\$160		
5	Altered dog over 1 year			
	a) One year	\$15		
	b) Two years	\$25		
	c) Three years	\$40		
6	Lost License Tag Replacement	\$5		[a]
7	Unpaid Dog License	\$10		[b]
	Kennels with Facilities to House/Board			
8	Over 20 Dogs and Permittees Keeping More Than 20 Dogs			
	a) Flat Fee	\$175		
	b) Additional Per Dog Fee	\$7.50		
9	Not More Than 20 Dogs and Permittees Keeping Not Less Than 11 Dogs, and Not More Than 20 Dogs			
	a) Flat Fee	\$125		
	b) Additional Per Dog Fee	\$7.50		
10	Not More Than 10 Dogs And Permittees Keeping Not More Than 10 Dogs			
	a) Flat Fee	\$75		
	b) Additional Per Dog Fee	\$7.50		
	Animal Impoundment Fees			
11	Care and Feeding of Dog or Cat	\$15	per animal per day	
12	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing Less Than 100 Pounds	\$15	per animal per day	
13	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing More Than 100 Pounds But Less Than 500 Pounds	\$20	per animal per day	
14	Care and Feeding of Any Animal Weighing 500 Pounds or Over	\$30	per animal per day	

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City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

			Charge Basis	Note
	Redemption of Impounded Animal Fees			
15	Dog Redemption			
	a) First violation of Section 6.04.120	\$40		
	b) Second violation of Section 6.04.120	\$100		
	c) Third and subsequent violations of Section 6.04.120 in any 12-month period	\$200		
16	Dangerous Animal Redemption			
	a) First violation of Section 6.04.250	\$150		
	b) Second violation of Section 6.04.250	\$250		
	c) Third or more violations of Section 6.04.250	\$500		
17	Unvaccinated Dogs (Additional Fee)	\$15		
	Disposition of Animals on Owner's Request			
18	Owner Delivery of Healthy Dog to Animal Shelter	\$40		
19	Owner Delivery of Sick/Injured Dog to Animal Shelter for Euthanasia	\$75		
20	Animal Control Pickup of Dog for Euthanasia	\$100		
21	After-Hours Animal Control Pickup of Dog	\$75		
22	After-Hours Animal Control Pickup of Dog for Euthanasia	\$125		
23	Owner Delivery of Cat to Animal Shelter	\$10		
24	Disposition of Dead Animals			[c]
	a) During Normal Business Hours	\$50		
	b) After Normal Business Hours	\$75		
	Exotic/Wild Animal Permit Fees			
25	One or More Animals Each Weighing Less Than 25 Lbs	\$40	yearly	
26	One or More Animals Each Weighing 2550 Lbs	\$50	yearly	
27	One or More Animals Each Weighing 50100 Lbs	\$60	yearly	
28	One or More Animals Each Weighing 100 Lbs or More	\$72	yearly	
	Penalties			[d]
29	First Offense	\$50		
30	Second Offense	\$100		
31	Third and Subsequent Offenses	Criminal		
		Complaint May Be Filed		
	Citations for Failure to Spay or Neuter			[e]
32	First Occurrence	\$35		
33	Second Occurrence	\$50		
	Third and Subsequent Occurrences	\$100	per occurrence	

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

Activity Description Fee Charge Basis Note

[a] The owner a dog for which a tag was issued may upon payment of five dollars and exhibition of evidence of current rabies vaccination receive a duplicate tag for the remaining portion of the period for which the original dog tag was issued. (Ord. 587 (part), 2009; Ord. 328 §3 (part), 1987).

- [b] An unpaid dog license fee shall become delinquent thirty days after it is due and payable. Upon delinquency, a ten-dollar penalty shall be added to the regular fee. Penalty fees shall accumulate and be added to each successive license period.
- [c] The owner of any animal which dies shall bury or otherwise dispose of such animal in a reasonable manner so as not to create a nuisance or health hazard. Whenever he discovers a dead animal within the incorporated areas of the city which has not been properly disposed, the animal control officer shall order its owner to dispose of it properly. If his order is not promptly obeyed, the animal control officer is authorized to employ any person to dispose of the dead animal. If the owner of the dead animal can be determined, he or she shall pay twenty-five dollars to dispose of the animal while in the course of normal business hours. The owner shall pay fifty dollars for the performance of services after normal business hours. (Res. 2903 §2 (Exh. B (part)), 2013; Ord. 587 (part), 2009; Ord. 328 §3 (part), 1987).
- [d] With the exception of those acts expressly declared in any section of this chapter to be misdemeanors, any act in violation of the provisions of any section in this chapter is an infraction punishable by a fine of fifty dollars for the first offense, and for a second or subsequent offense a fine of one hundred dollars. After a third offense, a criminal complaint may be filed against the violator in superior court.
 - These fines shall be in addition to any cost or fee provided for in this chapter for the redemption or disposition of impounded animals. A person is guilty of a separate offense for each animal and for every day during which a violation of any of the provisions of this chapter is
- [e] These fines are for unspayed or unneutered impounded animals only and are not in lieu of any fines or impound fees imposed the city.

APPENDIX B

ILLUSTRATION OF CURRENT FEE SCHEDULE

BUILDING - MASTER FEE SCHEDULE			
Application Type	Flat Fee		
PLUMBING PERMIT FEES			
For each plumbing fixture or trap or set of fixtures on the trap	\$ 8.80		
For each building, mobile home, commercial coach, or manufactured house sewer	\$ 15.40		
Rain water systems, each drain	\$ 7.70		
For each water heater and/or vent	\$ 8.80		
For each gas - piping system outlet	\$ 8.80		
For each additional gas piping system outlet, per outlet	\$ 4.40		
For each grease interceptor or industrial waste pre-treatment interceptor, including its trap, vent and traffic slab	\$ 34.10		
For installation, alteration, or repair of water piping and/or water treating equipment, each fixture	\$ 8.80		
For repair or alteration of drainage or vent piping per fixture or unit	\$ 8.80		
For each vacuum breaker or backflow protective device	\$ 8.80		
For each water service	\$ 7.70		
For each outlet not serving a fixture, each outlet	\$ 3.30		
For each private sewage disposal system consisting of one septic tank and one seepage pit or drain line	\$ 48.40		
For each septic tank, seepage pit, cesspool, or drain line in excess of one	\$ 15.40		
For any change or repair to existing septic tank, seepage pit or drain line	\$ 29.70		
For the abandonment of septic system	\$ 13.20		
MECHANICAL PERMIT FEE SCHEDULE			
For the installation or relocation of forced-air or gravity-type furnaces or burners, including ducts and vents attached to such appliances			
a. 0 to 150,000 B.T.U.	\$ 15.40		

	1
\$	19.80
\$	40.70
\$	29.70
\$	40.70
\$	15.40
t	8.80
\$	15.40
\$	19.80
\$	34.10
\$	19.80
\$	34.10
\$	15.40
\$	19.80
\$	12.10
\$	8.80
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

For each ventilation system which is not a portion of any heating or		12.10
air conditioning system authorized by a permit	\$	12.10
For the installation of each commercial hood which is served by mechanical exhaust, including the ducts for such hood	\$	37.40
For the installation or relocation of each free standing fireplace, including vent	\$	19.80
For the installation or relocation of ecah commercial or industrial type incinerator	\$	49.50
For each appliance or piece of equipment not classified in other appliance categories, or for which no other fees is listed in this		
Resolution	\$	16.50
ELECTRICAL PERMIT		
Services:		
0 to 600 volts, each	\$	13.20
	<u> </u>	10.20
Over 600 volts, each	\$	31.90
Alteration and Additions:		
a . Where n structural work is being done or where it is impractical to use the percentage method of calculation;		
1. Receptacles and lighting fixtures each 10 or fraction thereof	\$	7.70
2 . Multi-outlet assemblies (plug mold, light tracks, etc,) each 20 feet or fraction thereof	\$	7.70
b. For equipment rated in horse power (HP), kilowatts (KW), or kilocolt-amps (KVA), the fee for each motor, transformer and/or appliance shall be:		
0.0 to 5	\$	5.50
5.1 to 15	\$	6.60
	1 7	0.00
15.1 to 100	\$	12.10
100.1 to 500	\$	22.00
Over 500	\$	37.40
Temporary Services		
a. Temporary or construction services including pole or pedestal	\$	13.20

	1	1
b. Temporary sale stands; Christmas tree lots, etc (including service)	\$	19.80
Miscellaneous		
a. Area lighting standards (over six feet in height), up to and including ten	\$	5.50
on a site, each over ten on a site, each	\$	3.30
Overhead Line Construction		
Poles and anchors, each	\$	4.40
(In addition, all applicable fees shown in this schedule shall apply		
Illuminated Signs-Alteration of Any Existing Sign, each	\$	12.10
Electrical Maintenance Permits (EMP), annual fee per fiscal year		
a. One to ten service drops*	\$	170.50
b. 11 to 100 service drops	\$	566.50
c. Over 100 service drops	\$	1,133.00
*This is a generic term used to represent many types of new electrical installations and/or circuits run to equipment such as motors, transformers, light fixtures, equipment, receptacles, etc.		
SPECIAL/MISCELLANEOUS PERM	ITS	
Commercial coach installation	\$	160.60
Masonry fireplaces	\$	73.70
Satellite dish	\$	73.70
Signs:		
a. Wall mounted	\$	29.70
b. Monument-greater than six feet above grade	\$	38.50
c. Single pole	\$	97.90

	1	1
d. Double pole	\$	110.00
Solar Systems (Residential)	\$	84.70
Spas (In-Ground)		
a. Standard plans	\$	61.60
b. Non-standard plans	\$	73.70
Swimming Pools (In-Ground)		
a. Standard plans	\$	180.40
b. Non-standard plans	\$	216.70
c. Commercial	\$	279.40
Foundation only permits (minimum) (see Exhibit "F")	\$	57.20
Trash Containers:		
a. 101 gallons/garbage	\$	77.50
b. 101 gallons/greenwaste	\$	77.50
c. 3 yard bins	\$	705.43
d. 300 gallon	\$	250.00
RESIDENTIAL PERMIT FEES		
Single Family Dwelling	\$	65.28
Garages	\$	23.57
Porches, Patios, Carports	\$	16.10
0-1249 Sq ft	\$	0.01
1250 -1499 sq ft	\$	0.01

1500 - 1999 sq ft	\$ 0.01
2000 sq ft and above	\$ 0.01

COMMUNITY DEVELOPMENT - MASTER FEE SCHEDULE										
Application Type	Flat Fee	Deposit Account Fee	Supplemental Fee							
	ADDRESSING									
Address Change	\$95.00									
	ANNEXATIONS									
Annexation		\$3,500.00	<u>A,B</u>							
Protect Heaving	¢75.00									
Protest Hearing WI	\$75.00 ILLIAMSON ACT CONTRA	CTS								
	4									
Notice of Non-Renewal	\$250.00		<u>A, B</u>							
Contract Cancellation		\$3,500.00	<u>A,B</u>							
Establishment of Agricultural Preserve		\$3,500.00	<u>A,B</u>							
, and the second	TEMPORARY USES									
Temporary Use Permit	\$90.00									
Temporary Permit Time Extension	\$30.00									
Home Occupation	\$60.00									
Oil and Gas Drilling Permit		\$5,000.00	A P.							
Sidewalk Vending Permit	\$120.00	\$5,000.00	<u>A,B</u>							
	SIGN REVIEW									
	SIGIN REVIEW									
Sign Review - Individual Sign Review - Master Sign Program	\$60.00 \$250.00									
Sign Neview - Master Sign Flogram	\$230.00									
	SITE PLAN REVIEW									
Site Plan Review - Single Family Porches and Patios and Non-Habitable Accessory Structures over 120 sq ft.	\$60									
Accessory structures over 120 sq ft.	700									
Site Plan Review - Single Family (New/ Modification/ ADV)	\$120.00		<u>A</u>							
Site Plan Review - Comm/Industrial/Multi-Family	\$510.00		<u>A</u>							
Site Plan Review - Non-Residential Modifications	\$330.00		<u>A</u>							
Site Plan Review - Landscape Plan Review (Commercial and Master Residential)	\$330.00									
	700000									
Site Plan Review - Landscape Plan Review (Single Family Residential)	\$60.00									
	CONDITIONAL USE PERM	т								
Conditional Use Devrait Class I		ć1 0F0 00								
Conditional Use Permit - Class I		\$1,050.00	<u>A</u>							
Conditional Use Permit - Class II		\$1,200.00	<u>A, D</u>							
Conditional Use Permit - Class III		\$1,750.00	<u>A, B, D</u>							
Conditional Use Permit - Modifications		\$1,050.00	<u>A</u>							
	Variance									
Variance		\$1,250.00	<u>A</u>							
	PRECISE DEVELOPMENT									
	TRECISE DEVELOPINIEN									
Precise Development - New		\$5,000.00	A,B,D							
Precise Development - Major Modification		\$1,470.00	<u>A,B,D</u>							
Precise Development - Minor Modification	\$740.00									
The state of the s	SPECIFIC PLAN									
Specific Plan		\$5,000.00	<u>A,B,C,D</u>							
ZONII	NG ORDINANCE AMENDA	/IEN I'S								

COMMUNITY DEVEL	OPMENT - MA	STER FEE SCHEDULE	
Zoning Ordinace Text Amendment		\$3,500.00	<u>A.B.D</u>
Zoning Change		\$2,000.00	<u>A,B,C, D</u>
Zone Regulation Modification	\$180.00	\$2,000.00	<u>A,D,C, D</u>
General Plan Amendment		\$2,500.00	<u>A,B,C, D</u>
	LAND DIVISION		
Certificate of Compliance	\$360.00		
Lot Line Adjustment/Parcel Merger	\$750.00		<u>C</u>
Parcel Map		\$3,000.00	<u>A.C</u>
Modifications on Revisions to Tentative Parcel Map		\$1,500.00	<u>A,C</u>
Parcel Map Waiver		\$3,000.00	<u>A,C</u>
Parcel Map Extension	\$250.00		
Tentative Map - up to 100 lots		\$2,500.00	Δ
Tentative Map - over 100 lots		\$2,500 + \$15/lot over 100 Deposit	<u> </u>
Modifications on Revisions to Tentative Map		50% of Tentative Tract Map Fee	<u>A,B</u>
Final Tract Map		\$2,500.00	<u>A,B,C</u>
Subdivision Improvement Agreement		\$2,000.00	<u>A,B</u>
Tentative Map Time Extension	\$250.00		
Reversion to Acreage		\$1,250.00	<u>A,C</u>
	MISC.		
Pre-Application Review	\$180 (75% credit to application)		
Conditions Compliance Review	\$250.00		
Appeals	\$720.00		<u>B</u>
Development Agreement		\$3,000.00	A,B
Research Letter	\$60.00		
Determination of Similar Use	\$120.00		<u>A</u>
ENVIRON	MENTAL REVIEW AND RE	ELATED FEES	
	CEQA		
Exemption	\$100.00		
Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration (IS/ND or IS/MND)		\$3,160.00	
Environmental Impact Report (EIR)		\$5,000.00	
Addendum to IS/ND or IS/MND	N/A	\$1,800.00	
Addendum to EIR	N/A	\$1,000.00	
Mitigation Monitoring and Reporting Program-Compliance Monitoring	N/A	\$960.00	
	NEPA		
Exclusion	\$190.00	N/A	

COMMUNITY DEVELOPMENT - MASTER FEE SCHEDULE											
		4									
Environmental Assessment/Finding of No Significant Impace (EA/FONSI	N/A	\$1,520.00									
Environmental Impact Statement (EIS)	N/A	\$5,000.00									
Peer Review - Initial Study/Environmental Assessment	N/A	\$360.00									
Peer Review - EIR/EIS/Technical Studies	N/A	\$5,000.00									
ENVIROMENTAL DOCUMENT FILING FEES - AS SET BY THE ST	TATE OF CALIFORNIA DE	PARTMENT OF FISH AND WILDLIFE A	ND THE COUNTY OF KERN								

PUBLIC WORKS - MASTER FEE SCHEDULE										
Application Type	Flat Fee	Deposit Account Fee								
ENGINEERING										
Review of Improvement Plans (1st check and approval of revisions if needed addional review will be charge time & material)	N/A	1% of Approved Engineer's Estimate								
Abondanment of Right-of-Way or Public Utility Easement	N/A	\$2,500 Deposit								
Compliance Review/Construction Inspection	N/A	3% of Apporved Engineer's Estimate								
Certificate of Acceptance	N/A	\$1,500 Deposit								
Grading Plan Review	N/A	\$500 Deposit								
Encroachment Permit	\$ 85.00	N/A								
Record of Survey	\$ 850.00	N/A								
Base Map Maintenance Fee	\$ 250.00	N/A								
Site Inspection Fee	\$90/hour	N/A								

SUPPLEMENTAL FEES - MASTER F	EE SCHEDULE									
Application Type	Flat Fee									
Community Development										
A) Planning File Maintenance	\$50.00									
B) City Clerk File Maintenance	\$50									
C) GIS Map Maintenance	\$500									
D) General Plan Maintenance - Residential (Charged at time of Buidling Permit)	\$100/unit									
D) General Plan Maintenance - Non-Residential (Charged at time of Buidling Permit)	\$.005/sq. ft. gross floor area									
E) Training and Education	\$0.5 per \$1,000 of building permit cost of construction									
Flat fees include preparation of CEQA exemption docuemts, if applicable. A should further environmental review be required. Flat fees may also requir File maintenance, File imaging, General Plan Maintenance, and/or GIS map	e supplemental fees for Planning									
Deposit fee will be charged on a time and material basis for all work including and Consultant time, who will be billed for actual cost plus 15%. Should deposit amount, all work will stop until additional funds are defunds, if available, will be provided following final approval. Planning, City Comaintenance fees will be deducted from all deposit accounts, as applicable	posit accounts fall below 25% of posited. Refunds of remaining Clerk, GIS file and General plan									
Supplemental fees include Planning File maintenance, General Plan Mainte GIS Map Maintenance, and Training/Education surcharge, General Plan Mabuilding permit issuance. Training and education surcharge on all Building F	intenance Fees are collected at									
Conditional Use Permits have three classes, described as follows: Class I – Within residential zones and open space zones Class II – Within commercial zones, industrial zones and public facilities										

Note: The application fee for multiple applications filed concurrently shall be equal to the total sum of the individual application fees. Should a flat fee and deposit fee be combined, the project shall be processed as a

Class III – Large projects; major industrial uses, big box development, etc.

deposit fee under one deposit account.

APPENDIX C

COST OF SERVICE ANALYSIS



Cost of Service Analysis

Building Fees
Grading Fees
Planning Fees
Engineering and Encroachment Fees
Technology Enhancement Fee
General Plan Maintenance Fee
Animal Regulation Fees

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General Plan Maintenance Fee	34
Animal Regulation	36



Cost of Service Analysis

Building Fees

City of Wasco

User and Regulatory Fee Study Allocation of Annual Labor Effort - Community Development / Building

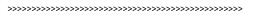
Position	Total Salary Top Step	, FTE	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Total Productive Hours	Indirect	Direct	Total	Total Indirect Hours	Total Direct Hours	Total Hours
Building Inspector	\$ 184,932	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728
Community Development Director	\$ 33,366	0.25	2,080	216	1,864	466	90%	10%	100%	419	47	466
Subtotal - Directly Budgeted FTE	\$ 218,298	2.25				4,194				1,165	3,029	4,194
Executive Assistant	\$ 52,082	0.90	2,080	216	1,864	1,678	60%	40%	100%	1,007	671	1,678
Autocad Technician	\$ 6,547	0.10	2,080	216	1,864	186	100%	0%	100%	186	-	186
Subtotal - Additional FTE Support to Div	\$ 58,629	1.00				1,864				1,193	671	1,864
Subtotal - In-House	\$ 276,927	3.25				6,058				2,358	3,700	6,058
Contract Svcs	\$ 65,000	0.28	2,080	216	1,864	530	10%	90%	100%	53	477	530
Total						6,588				2,411	4,177	6,588
Total										37%	63%	100%

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	20	2021 Budget Total		Adjust	Subtotal	Notes
01	General Fund	150	Building Inspection	500xx	SALARIES	\$	206,100	\$	-	\$ 206,100	
01	General Fund	150	Building Inspection	501xx	BENEFITS	\$	97,400	\$	-	\$ 97,400	
01	General Fund	150	Building Inspection	50230	TRAINING AND TRAVEL	\$	3,500	\$	-	\$ 3,500	
01	General Fund	150	Building Inspection	50285	COMMUNICATION - CELL	\$	2,875	\$	-	\$ 2,875	
01	General Fund	150	Building Inspection	50290	POSTAGE	\$	500	\$	-	\$ 500	
01	General Fund	150	Building Inspection	50320	FUEL	\$	2,000	\$	-	\$ 2,000	
01	General Fund	150	Building Inspection	50330	DUES	\$	2,000	\$	-	\$ 2,000	
01	General Fund	150	Building Inspection	50460	PROFESSIONAL SERVICES	\$	35,000	\$	-	\$ 35,000	
01	General Fund	150	Building Inspection	504601	PROFESSIONAL SERVICES-JAS	\$	30,000	\$	-	\$ 30,000	
01	General Fund	150	Building Inspection	50610	UNEMPLOYMENT	\$	400	\$	-	\$ 400	
01	General Fund	150	Building Inspection	52042	SMALL TOOLS & EQUIPMENT	\$	500	\$	-	\$ 500	
01	General Fund	150	Building Inspection	52043	COMPUTER SOFTWARE	\$	12,420	\$	-	\$ 12,420	
01	General Fund	150	Building Inspection	52044	COMPUTER HARDWARE	\$	1,750	\$	-	\$ 1,750	
01	General Fund	150	Building Inspection	52190	WORKERS COMPENSATION	\$	6,600	\$	-	\$ 6,600	
01	General Fund	150	Building Inspection	55090	IT SERVICE FEES	\$	6,803	\$	-	\$ 6,803	
01	General Fund	150	Building Inspection	55091	SHOP SERVICE FEES	\$	1,374	\$	-	\$ 1,374	
01	General Fund	150	Building Inspection	55092	FACILITIES SERVICE FEES	\$	10,122	\$	-	\$ 10,122	
01	General Fund	150	Building Inspection	55093	G&A COST ALLOCATION	\$	56,724	\$	-	\$ 56,724	
					Adjustment - Salary from Other Div	\$	58,629	\$	-	\$ 58,629	
					Adjustment - Benefits from Other I	\$	27,707	\$	-	\$ 27,707	
Subtotal						\$	562,404	\$	-	\$ 562,404	

Total Costs for Allocation

Description	
Divisional Costs Included in Hourly Rate	
Total	



Total	Adjust		SubTotal	Notes
\$ 562,404	\$	-	\$ 562,404	
\$ 562,404	\$	-	\$ 562,404	

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	2021 Budget Total	Adjust		Subtotal	Notes
Allocation of Annual L		DIVII	DIVISIONDESC	Account	Accountages	Total	Aujust	,	Sastotai	Notes
Description				Total					Total	Notes
General Admin; Mgm	t; Policies; Procedures			18%	>>>>>>>>>>	>>>>>		\$	101,233	
Certification and Trai	ning			2%	>>>>>>>>>>	>>>>>		\$	11,248	
Public Information an	d Assistance			17%	>>>>>>>>>>	>>>>>>		\$	95,609	
Plan Review, Permit,	Issuance and Documenta	ation		63%	>>>>>>>>>>	>>>>>>		\$	354,315	
Total				100%				\$	562,404	
Allocation of Annual (Costs to Core Service Are	eas								
Description				Total					Total	Notes
Plan Review, Permit,	Issuance and Documenta	ation		100%	>>>>>>>			\$	562,404	
Total				100%		\$	562,404			

Average Annual Revenues

AccoutNo	AccountDesc	FY 18/19 Actual	FY	19/20 Actual	Average
30220	PLAN REVIEW	\$ 7,449	\$	9,901	\$ 8,675
30221	TRAINING & EDUCATION FEE	\$ 8,454	\$	7,069	\$ 7,762
30610	SCHOOL FEE ADMIN	\$ 8,864	\$	6,482	\$ 7,673
30627	BLDG PLAN CHECK FEES	\$ -	\$	852	\$ 426
30630	BUILDING PERMITS	\$ 166,702	\$	159,381	\$ 163,041
30640	ADMINISTRATION FEE	\$ 184	\$	184	\$ 184
Total		\$ 191,653	\$	183,868	\$ 187,761

Current Cost Recovery

Description	Total
Revenue	\$ 187,761
Expenditures	\$ 562,404
Cost Recovery Rate	33%
General Fund Subsidy	\$ 374,643

[a] Source: FY 20/21 budget.

City of Wasco
User and Regulatory Fee Study
Calculation of Fully-Burdened Hourly Rate - Community Development / Building

Fully-Burdened Hourly Rate

Description	Total	Note
Total Costs	\$562,404	
Direct Hours	4,177	
Fully-Burdened Hourly Rate	\$135	

Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)

					Hourly Wage Rate		
		Annual Hours Per			Only Assuming	Fully-Burdened	Indirect Cost Rate
Description	FTE	FTE	Total Annual Hours	Estimated Salaries	Total Annual Hours	Hourly Rate	Multiplier
Community Development	3.25	2,080	6,760	\$ 276,927	\$41	\$135	3.29

Calculation of Fully-Burdened Hourly Rate by Position

Position	T	otal Salaries	Total FTE	Avg Salary Per FTE	Avg Salary Per Hour	Cost Multiplier for Fully-Burdened Hourly Rate	Fully-Burdened Hourly Rate
Building Inspector	\$	184,932	2.00	\$92,466	\$44	3.29	\$146
Community Development Director	\$	33,366	0.25	\$133,465	\$64	3.29	\$211
Executive Assistant	\$	52,082	0.90	\$57,868	\$28	3.29	\$91
Autocad Technician	\$	6,547	0.10	\$65,473	\$31	3.29	\$103
Fully-Burdened Hourly Rate	\$	276,927	3.25	\$85,208	\$41	3.29	\$135

Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee Description	Intake, Issuance, Processing, Admin	Inspection	PC	Total		Hourly Rate		Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Cost Recovery	Proposed Fee	Note
1 HVAC Change-Out - Residential	0.50	0.50	0.13	1.13	х	\$135	=	\$152			100%	\$152	
2 HVAC Change-Out - Commercial (per unit)	0.50	0.50	0.50	1.50	x	\$135	=	\$203			100%	\$203	
3 Residential Solar Photovoltaic System - Solar Permit a) 15kW or less b) Above 15kW – base c) Above 15kW – per kW	0.50	1.00	0.50	2.00	x	\$135	=	\$270			100%	\$270 \$270 \$15	
4 Commercial Solar Photovoltaic System - Solar Permit a) 50kW or less b) 50kW – 250kW – Base c) 50kW – 250kW – per kW above 50kW d) Above 250kW – base e) Above 250kW – per kW												\$1,000 \$1,000 \$7 \$2,400 \$5	
5 Service Panel Upgrade - Residential	0.50	0.50	0.13	1.13	x	\$135	=	\$152			100%	\$152	
6 Service Panel Upgrade - Commercial	0.50	0.50	0.50	1.50	х	\$135	=	\$203			100%	\$203	
7 Water Heater Change-Out	0.50	0.50	0.13	1.13	х	\$135	=	\$152			100%	\$152	
8 Line Repair - Sewer / Water / Gas	0.50	0.50	0.13	1.13	x	\$135	=	\$152			100%	\$152	
9 Re-pipe	0.50	0.75	0.75	2.00	x	\$135	=	\$270			100%	\$270	
10 Residential Re-Roof a) Up to 2,000 SF b) Each Add'l 1,000 SF or fraction thereof	0.50	1.00 0.50		1.50 0.50	x x	\$135 \$135	=	\$203 \$68			100% 100%	\$203 \$68	
11 Demolition	0.50	0.50		1.00	x	\$135	=	\$135			100%	\$135	
12 Temporary Power Pole	0.50	0.50	0.13	1.13	x	\$135	=	\$152			100%	\$152	

Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee [Description	Intake, Issuance, Processing, Admin	Inspection	PC	Total		Hourly Rate		Cost of Svc	Current Fee	Current Est. Cost Recovery	Proposed Cost Recovery	Proposed Fee	Note
13	Swimming Pool/Spa													
	a) Swimming Pool / Spa	0.50	1.50	0.25	2.25	х	\$135	=	\$304			100%	\$304	
	b) Equipment Change-out Alone	0.50	0.50	0.25	1.25	х	\$135	=	\$169			100%	\$169	
14	Patio - Standard (Wood/Metal Frame)	0.50	1.50	0.50	2.50	x	\$135	=	\$338			68%	\$230	
15	Window / Sliding Glass Door													
	a) Retrofit / Repair / Replace	0.50	1.00		1.50	x	\$135	=	\$203			100%	\$203	
	b) New / Alteration	0.50	1.00		1.50	x	\$135	=	\$203			100%	\$203	

Cost of Service Calculation - At Fully-Burdened Hourly Rate

		Est. City		Fully-	П			Current		Proposed	Proposed			
Fee	Description	Staff Labor Hrs		Burdened Hourly	Ш	Est. Cost of Service	Current Fee	Cost Recovery	Proposed Fee	Cost Recovery	Fee Change %	Fee Change \$	Unit	Notes
	Permit Fee for New Buildings, Additions, Tenant Improvements, Residential Remodels, and Combined Mechanical, Electrical, and/or Plumbing Permits							·						
1	\$1 - \$4,000	1.00	х	\$135	=	\$135			\$135	100%				
2	\$4,001 - \$10,000	1.00	х	\$135	=	\$135			\$135	100%				
3	\$10,001 - \$50,000	2.50	х	\$135	=	\$338			\$338	100%				
4	\$50,001 - \$100,000	6.00	х	\$135	=	\$810			\$810	100%				
5	\$100,001 - \$500,000	10.00	х	\$135	=	\$1,350			\$1,350	100%				
6	\$500,001 - \$1,000,000	28.00	х	\$135	=	\$3,780			\$3,780	100%				
7	\$1,000,001 and up	40.00	х	\$135	=	\$5,400			\$5,400	100%				
	For permits requiring plumbing, electric, or mechanical review, the following percentages shall be added to the base permit fee													
1	Mechanical	10%							10%	100%				
2	Plumbing	10%							10%	100%				
3	Electrical	10%							10%	100%				
	Permit Fee for Stand-Alone Mechanical Permit													
1	Up to \$2,000	1.00	х	\$135	=	\$135			\$135	100%				
2	\$2,001 - \$4,000	1.50	х	\$135	=	\$203			\$203	100%				
3	\$4,001 - \$10,000	2.00	х	\$135	=	\$270			\$270	100%				
4	\$10,001 and up	2.50	х	\$135	=	\$338			\$338	100%				
	Permit Fee for Stand-Alone Plumbing Permit													
1	Up to \$2,000	1.00	х	\$135	=	\$135			\$135	100%				
2	\$2,001 - \$4,000	1.50	х	\$135	=	\$203			\$203	100%				
3	\$4,001 - \$10,000	2.00	х	\$135	=	\$270			\$270	100%				
4	\$10,001 and up	2.50	х	\$135	=	\$338			\$338	100%				
	Permit Fee for Stand-Alone Electrical Permit													
1	Up to \$2,000	1.00	х	\$135	=	\$135			\$135	100%				
2	\$2,001 - \$4,000	1.50	х	\$135	=	\$203			\$203	100%				
3	\$4,001 - \$10,000	2.00	х	\$135	=	\$270			\$270	100%				
4	\$10,001 and up	2.50	х	\$135	=	\$338			\$338	100%				

Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee	Description	Est. City Staff Labor Hrs		Fully- Burdened Hourly		Est. Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
1	Stand-Alone or Combination Permit Fees (Alternative Calculation)											
	a) One Inspection Required	0.50	х	\$135	=	\$68	varies	varies	\$68	100%	per permit	
	b) Two Inspections Required	1.00	х	\$135	=	\$135	varies	varies	\$135	100%	per permit	
	c) Three Inspections Required	1.50	х	\$135	=	\$203	varies	varies	\$203	100%	per permit	
	d) Four Inspections Required	2.00	x	\$135	=	\$270	varies	varies	\$270	100%	per permit	
	e) Each Additional Inspection	0.50	х	\$135	=	\$68	varies	varies	\$68	100%	per permit	

Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee	Description	Est. City Staff Labor Hrs	Fully- Burdened Hourly	Est. Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Unit	Notes
1	Plan Check Fees a) Plan Review Fee, if applicable (% of bldg permit fee) b) Expedited Plan Check (when applicable)	65%					65% As billed by 3rd party plan check consultant, plus 25% administrative fee	100% 100%				[a]

[[]a] The City will bill for any 3rd party plan check costs that go beyond these fees, as charged by the plan check company plus a 25% administrative fee.

City of Wasco
User and Regulatory Fee Study
Building Fees
Cost of Service Calculation - At Fully-Burdened Hourly Rate

		Est. City		Fully-				Current		Proposed	Proposed			
Fee	Description	Staff Labor Hrs		Burdened Hourly		Est. Cost of Service	Current Fee	Cost Recovery	Proposed Fee	Cost Recovery	Fee Change %	Fee Change \$	Unit	Notes
	Permit Processing Fee	0.50	х	\$135	=	\$68	\$25	37%	\$68	100%	5.13.1.85.73	8-+		
2	General Plan Maintenance Fee (percent of permit fee)					25%	Res = \$100/unit NonRes = \$.005/SF	varies	7%	28%				[a]
3	Technology Fee (percent of permit fee)					7%	n/a		5%	74%				
4	Strong Motion Instrumentation (SMI) Fee Calculation													
	a) Residential						\$0.50 or valuation x .00013		\$0.50 or valuation x .00013					
	b) Commercial						\$0.50 or valuation x .00028		\$0.50 or valuation x .00028					
5	Building Standards (SB 1473) Fee Calculation (Valuation) - Green													
	a) \$1 - \$25,000						\$1		\$1					
	b) \$25,001 - \$50,000						\$2		\$2					1
	c) \$50,001 - \$75,000						\$3		\$3					1
	d) \$75,001 - \$100,000						\$4		\$4					1
	e) Each Add'l \$25,000 or fraction thereof						Add \$1		Add \$1					
6	Temporary Certificate of Occupancy (per 30 Days)	0.75	х	\$135	=	\$101			\$101	100%				
7	Damaged Building Survey (Fire, Flood, Vehicle Damage, Etc.)	1.50	х	\$135	=	\$203			\$203	100%				
	Change Of Contractor / Permit Change													
8	Change Of Contractor / Miscellaneous Permit Changes Initiated by Permittee	0.50	х	\$135	=	\$68			\$68	100%				
	Violation Fees													
9	Permit Fee / Investigation Fee For Work Done Without Permits								2x Permit Fee					

Cost of Service Calculation - At Fully-Burdened Hourly Rate

		Est. City Staff Labor		Fully- Burdened		Est. Cost		Current Cost		Proposed Cost	Proposed Fee	Proposed Fee		
Fee	Description	Hrs		Hourly		of Service	Current Fee	Recovery	Proposed Fee	Recovery	Change %		Unit	Notes
	Other Fees													
10	Phased Inspection Fee (per inspection)	0.50	х	\$135	=	\$68			\$68	100%				
11	After Hours Inspection (per hour) (2-hour minimum)	1.20	x	\$135	=	\$162			\$162	100%				
12	Re-inspection Fee (3rd Time or More) (each)	0.50	x	\$135	=	\$68			\$68	100%				[b]
13	Missed inspection Fee	0.50	х	\$135	=	\$68			\$68	100%				
14	Credit Card Transaction Fee								3% - Pass-thru					[c]
15	Fees for Services Not Listed in this Fee Schedule (per 1/2 hour)	0.50	х	\$135	=	\$68			\$68	100%				

[[]a] Fee only applies to permits for new construction and commercial/industrial additions, and habitable residential additions.

[[]b] Reinspection fee applies after second re-inspection.

[[]c] For credit card payments in excess of \$2,000.



Cost of Service Analysis

Grading Fees

City of Wasco
User and Regulatory Fee Study
Grading Plan Check and Permit Fees
Cost of Service Calculation - At Fully-Burdened Hourly Rate

									Current Est.		Proposed	
			Est. Labor				Est. Cost of		Cost	Proposed Initial	Cost	
	Fee Description	Unit	Hours		Hourly Rate		Svc	Current Fee	Recovery	Deposit	Recovery	Note
	GRADING											
1	Grading Plan Check											
	a) Single Dwelling Unit Less than .5 acre, less than 50 CY (Cut & Fill)		4.0	Х	\$153	=	\$612	varies	varies	\$612	100%	[a]
	b) Parcels under 1 acre over 50 CY		8.0	х	\$153	=	\$1,224	varies	varies	\$1,224	100%	[a]
	c) 1.00 - 5.00 acres											
	i) First acre		8.0	х	\$153	=	\$1,224	varies	varies	\$1,224	100%	[a]
	ii) Each additional acre, or portion thereof		2.0	х	\$153	=	\$306	varies	varies	\$306	100%	[a]
	d) 5.01 - 10.00 acres											
	i) First 5.01 acres		16.0	х	\$153	=	\$2,448	varies	varies	\$2,448	100%	[a]
l	ii) Each additional acre, or portion thereof		3.2	х	\$153	=	\$490	varies	varies	\$490	100%	[a]
	e) 10.01 - 100.00 acres											
	i) First 10.01 acres		32.0	х	\$153	=	\$4,896	varies	varies	\$4,896	100%	[a]
	ii) Each additional acre, or portion thereof		1.4	х	\$153	=	\$218	varies	varies	\$218	100%	[a]
	f) Over 100.01 acres											
	i) First 100.01 acres		160.0	х	\$153	=	\$24,480	varies	varies	\$24,480	100%	[a]
	ii) Each additional acre, or portion thereof		0.3	х	\$153	=	\$50	varies	varies	\$50	100%	[a]
2	Permit Issuance - Onsite Construction / Grading		0.50	x	\$153	=	\$77	varies	varies	\$77	100%	
3	Technology Fee (% of Fees Paid)	% of fees paid, including T&M					7%	n/a	n/a	5%	74%	
4	Extension of Time	1. 411	0.50	x	\$153	=	\$77	varies	varies	\$77	100%	
5	Fee for Additional Services Required Due to Changes, Modifications, Additions, etc.									Actual Costs / T&M plus 25% admin fee		
6	Permit Fee / Investigation Fee Work Commenced without a Permit									2x permit fee		
7	Fees for Services Not Listed In this Fee Schedule											
	a) Hourly Rate of In-House Staff	per hr	1.00	х	\$153	=	\$153	varies	varies	\$153	100%	
	b) Contract Service Providers							varies	varies	Pass-through of Consultant Costs plus 25% admin	100%	

[[]a] Amount shown is initial deposit. All fees will be charged on a time & materials basis, plus 25% administrative fee.

Note: 25% admin fee charged to time and materials is intended to represent a conservative, reasonable estimate of actual city costs: assumes 10% de minimus rate for citywide overhead support, and 1.5 hours of direct service divisional support for every 10 hours of contract service time.



Cost of Service Analysis

Planning Fees

City of Wasco
User and Regulatory Fee Study
Allocation of Annual Labor Effort - Community Development / Planning

Position	Total Salary Top Step	FTE	Total Hours Per FTE	Less: Holiday & Leave	Productive Hours Per FTE	Total Productive Hours	Indirect	Direct	Total	Total Indirect Hours	Total Direct Hours	Total Hours
ASSOCIATE PLANNER	\$ 75,928	1.00	2,080	216	1,864	1,864	30%	70%	100%	559	1,305	1,864
COMMUNITY DEVELOPMENT DIRECTOR	\$ 66,733	0.50	2,080	216	1,864	932	70%	30%	100%	652	280	932
EXECUTIVE ASSISTANT I	\$ 5,787	0.10	2,080	216	1,864	186	90%	10%	100%	168	19	186
GRANT ADMINISTRATOR	\$ 24,530	0.30	2,080	216	1,864	559	100%	0%	100%	559	-	559
SENIOR PLANNER	\$ 85,864	1.00	2,080	216	1,864	1,864	30%	70%	100%	559	1,305	1,864
AUTOCAD TECHNICIAN	\$ 6,547	0.10	2,080	216	1,864	186	100%	0%	100%	186	-	186
Total	\$ 265,389	3.00				5,592				2,684	2,908	5,592
Total										48%	52%	100%

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	Total	Adjust	Spread to All	Assign to Gen City Projects	Assign to Current Planning	Notes
01	GENERAL FUND	125	PLANNING	500xx	SALARIES	\$ 205,185		\$ 205,185	oity i rojests		Hotes
01	GENERAL FUND	125	PLANNING	501xx	BENEFITS	\$ 91,998	-	\$ 91,998			
01	GENERAL FUND	125	PLANNING	50230	TRAINING AND TRAVEL	\$ 6,100	\$ -	\$ 6,100			
01	GENERAL FUND	125	PLANNING	50285	COMMUNICATION - CEI	\$ 1,750	\$ -	\$ 1,750			
01	GENERAL FUND	125	PLANNING	50290	POSTAGE	\$ 1,000	\$ -	\$ 1,000			
01	GENERAL FUND	125	PLANNING	50310	OFFICE SUPPLIES	\$ 5,800	\$ -	\$ 5,800			
01	GENERAL FUND	125	PLANNING	50330	DUES	\$ 500	\$ -	\$ 500			
01	GENERAL FUND	125	PLANNING	50430	PUBLICATIONS	\$ 700	\$ -	\$ 700			
01	GENERAL FUND	125	PLANNING	50460	PROFESSIONAL SERVICE	\$ 40,000	\$ -		\$ 40,000		
01	GENERAL FUND	125	PLANNING	50485	APPLICATION PROCESSI	\$ -	\$ -			\$ -	
01	GENERAL FUND	125	PLANNING	52042	SMALL TOOLS & EQUIPI	\$ 550	\$ -	\$ 550			
01	GENERAL FUND	125	PLANNING	52043	COMPUTER SOFTWARE	\$ 4,140	\$ -	\$ 4,140			
01	GENERAL FUND	125	PLANNING	52190	WORKERS COMPENSAT	\$ 6,800	\$ -	\$ 6,800			
01	GENERAL FUND	125	PLANNING	55090	IT SERVICE FEES	\$ 11,100	\$ -	\$ 11,100			
01	GENERAL FUND	125	PLANNING	55092	FACILITIES SERVICE FEES	\$ 29,700	\$ -	\$ 29,700			
01	GENERAL FUND	125	PLANNING	55093	G&A COST ALLOCATION	\$ 92,600	\$ -	\$ 92,600			
Subtotal						\$ 497,923	\$ -	\$ 457,923	\$ 40,000	\$ -	

Allocation of Annual Costs to Core Service Areas

Description	Total
Planning - Advanced Planning (General Plan; Zoning Code; Housing)	10%
Planning - General City Regional Planning Review and Research	50%
Planning - Current Pl'ng (Planning Stage) and Building Plan Check	35%
Code Enforcement/Compliance (Punitive)	5%
Total	100%

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>>>>	>>>>>>	·>>>>>	>>>>>	>>>>>

Total	Notes
\$ 49,792	
\$ 248,962	
\$ 174,273	
\$ 24,896	
\$ 497,923	

Average Annual Revenues

AccoutNo	AccountDesc
30210	PLANNING FEES
30215	GENERAL PLAN MAINT. FEES
Total	

FY	18/19 Actual	FY	19/20 Actual	Average
\$	27,787	\$	39,764	\$ 33,776
\$	6,578	\$	11,928	\$ 9,253
\$	34,365	\$	51,692	\$ 43,028

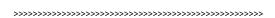
City of Wasco

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Community Development / Planning

Current Cost Recovery

Description	Total
Revenue	\$ 43,028
Expenditures	\$ 489,381
Cost Recovery Rate	9%
General Fund Subsidy	\$ 446,353



Planning -	Planning -		Planning -			Code	
Advanced	General City		Current PI'ng		Enforcement		
Planning	Reg'l Review		(Planning Stage)		/Compliance		Note
\$ 9,253	\$	-	\$	33,776	\$	-	
\$ 41,250	\$	248,962	\$	174,273	\$	24,896	[b]
22%		0%		19%		0%	
\$ 31,998	\$	248,962	\$	140,497	\$	24,896	

[[]a] Source: FY 21/22 budget.

[[]b] See General Plan Update fee analysis section of this analysis for Advanced Planning cost of service.

City of Wasco
User and Regulatory Fee Study
Calculation of Fully-Burdened Hourly Rate - Community Development / Planning

Fully-Burdened Hourly Rate

Description	Total	Adjustment	Total	Note
Total Costs	\$497,923	(\$40,000)	\$457,923	[a]
Direct Hours			2,908	
Fully-Burdened Hourly Rate			\$157	

Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)

					Hourly Wage Rate		
		Annual Hours Per			Only Assuming	Fully-Burdened	Indirect Cost Rate
Description	FTE	FTE	Total Annual Hours	Estimated Salaries	Total Annual Hours	Hourly Rate	Multiplier
Community Development	3.00	2,080	6,240	\$ 265,389	\$43	\$157	3.70

Calculation of Fully-Burdened Hourly Rate by Position

Position	1	Total Salaries	Total FTE	Avg Salary Per FTE	Avg Salary Per Hour	Cost Multiplier for Fully-Burdened Hourly Rate	Fully-Burdened Hourly Rate
ASSOCIATE PLANNER	\$	75,928	1.00	\$75,928	\$37	3.70	\$135
COMMUNITY DEVELOPMENT DIRECTO	\$	66,733	0.50	\$133,465	\$64	3.70	\$238
EXECUTIVE ASSISTANT I	\$	5,787	0.10	\$57,868	\$28	3.70	\$103
GRANT ADMINISTRATOR	\$	24,530	0.30	\$81,766	\$39	3.70	\$146
SENIOR PLANNER	\$	85,864	1.00	\$85,864	\$41	3.70	\$153
AUTOCAD TECHNICIAN	\$	6,547	0.10	\$65,473	\$31	3.70	\$117
Fully-Burdened Hourly Rate	\$	265,389	3.00	\$88,463	\$43	3.70	\$157

[[]a] Adjustment to exclude contract service costs.

											Proposed	
		_	Est. Labor	Hourly		Cost of		Cost		Proposed Minimum Fee w/ Initial	Cost	
	escription	Type	Hours	Rate	-	Service	Current Fee	Recovery	Proposed Fixed Fee	Deposit	Recovery	Note
1	Annexations											
	a) Annexation	deposit	64.00	\$157	=	\$10,048	\$3,500	35%		\$10,000	100%	
	b) Out of Area Service Reviews	flat fee	16.00	\$157	=	\$2,512	\$0	0%	\$2,512		100%	
2	Williamson Act Contracts											
	a) Notice of Non-Renewal	deposit	8.00	\$157	=	\$1,256	\$250	20%		\$1,200	100%	
	b) Contract Cancellation	deposit	10.00	\$157	=	\$1,570	\$3,500	223%		\$1,500	100%	
	c) Establishment of Agricultural Preserve	deposit	20.00	\$157	=	\$3,140	\$3,500	111%		\$3,000	100%	
3	Temporary Uses											
	a) Temporary Use Permit - Major	flat fee	2.00	\$157	=	\$314	\$90	29%	\$314		100%	[a]
	b) Temporary Use Permit - Minor	flat fee	0.50	\$157	=	\$79	\$90	115%	\$79		100%	[a]
	c) Home Occupation	flat fee	0.50	\$157	=	\$79	\$60	76%	\$79		100%	
	d) Sidewalk Vending Permit	flat fee	1.00	\$157	=	\$157	\$120	76%	\$157		100%	
4	Sign Review											
	a) Individual Sign	flat fee	1.00	\$157	=	\$157	\$60	38%	\$157		100%	
	b) Master Sign Program	flat fee	2.00	\$157	=	\$314	\$250	80%	\$314		100%	
	c) Temporary Sign Permit	flat fee	0.50	\$157	=	\$79	\$60	76%	\$79		100%	
5	Site Plan Review											
	a) Single Family Porches and Patios and Non-Habitable Accessory Structures over 120 sq ft.	flat fee	0.50	\$157	=	\$79	\$60	76%	\$79		100%	
	b) Single Family (New and Modifications)	flat fee	1.00	\$157	=	\$157	\$120	76%	\$157		100%	
	c) Accessory Dwelling Unit	flat fee	3.00	\$157	=	\$471	\$120	25%	\$157		33%	
	d) New and Modification to Existing Multi-Family (Fewer than 4 Units) e) Comm. / Indust. / Multi-Family (4 Units or More)	flat fee	3.00	\$157	=	\$471	\$330 - \$510	varies	\$471		100%	
	i) Less than 1 Acre	flat fee	20.00	\$157	_	\$3,140	\$510	16%	\$3,140		100%	
	ii) 1 - 5 Acres	flat fee	30.00	\$157		\$4,710	\$510	11%	\$4,710		100%	
	iii) More than 5 Acres	flat fee	40.00	\$157		\$6,280	\$510	8%	\$6,280		100%	
	f) Comm. / Indust. / Multi-Family (4 Units or More) - Modification to Existing Sites	nat icc	40.00	Ţ1J7		70,200	\$310	370	70,200		100%	
	i) Minor - Less than 5,000 Square Feet	flat fee	10.00	\$157	=	\$1,570	\$330	21%	\$1,570		100%	
	ii) Major - 5,000 Square Feet or More	flat fee	16.00	\$157	=	\$2,512	\$330	13%	\$2,512		100%	
	g) Landscape Plan Review (Commercial / Industrial / Multi- Family Residential and Master Tract)	deposit	4.00	\$157	=	\$628	\$330	varies		Pass-through of Consultant Costs plus 25% admin fee; with \$500	100%	
	h) Landscape Plan Review (Single Family Residential)	flat fee	1.00	\$157	=	\$157	\$60	38%	\$157	initial deposit	100%	

6 C	onditional Use Permit a) Conditional Use Permit - Class I b) Conditional Use Permit - Class II c) Conditional Use Permit - Class III	Type flat fee	Est. Labor Hours	Hourly Rate		Cost of Service	Current Fee	Cost		Proposed Minimum Fee w/ Initial	Cost	
6 C	onditional Use Permit a) Conditional Use Permit - Class I b) Conditional Use Permit - Class II	flat fee		7.10.00	-			Recovery	Proposed Fixed Fee	Deposit	Recovery	Note
	b) Conditional Use Permit - Class II		42.00									
	•		12.00	\$157	=	\$1,884	\$1,050	56%	\$1,884		100%	[b]
	c) Conditional Use Permit - Class III	flat fee	20.00	\$157	=	\$3,140	\$1,200	38%	\$3,140		100%	[c]
	•	flat fee	40.00	\$157	=	\$6,280	\$1,750	28%	\$6,280		100%	[d]
	d) Conditional Use Permit - Modifications	flat fee	10.00	\$157	=	\$1,570	\$1,050	67%	\$1,570		100%	[e]
7 V	ariance	flat fee	10.00	\$157	=	\$1,570	\$1,250	80%	\$1,570		100%	
8 P	recise Development											
	a) New	flat fee	50.00	\$157	=	\$7,850	\$5,000	64%	\$7,850		100%	
	b) Major Modification	flat fee	40.00	\$157	=	\$6,280	\$1,470	23%	\$6,280		100%	
	c) Minor Modification	flat fee	10.00	\$157	=	\$1,570	\$740	47%	\$1,570		100%	
9 S _I	pecific Plan	deposit	100.00	\$157	=	\$15,700	\$5,000	32%		\$15,000	100%	
10 Z	oning Ordinance Amendments											
	a) Zoning Ordinace Text Amendment	flat fee	20.00	\$157	=	\$3,140	\$3,500	111%	\$3,140		100%	
	b) Zoning Change	deposit	26.00	\$157	=	\$4,082	\$2,000	49%		\$4,000	100%	
	c) General Plan Amendment	deposit	26.00	\$157	=	\$4,082	\$2,500	61%		\$4,000	100%	
11 La	and Division											
	a) Certificate of Compliance	deposit	6.00	\$157	=	\$942	\$360	38%		\$942	100%	
	b) Lot Line Adjustment/Parcel Merger	deposit	10.00	\$157	=	\$1,570	\$750	48%		\$1,570	100%	
	c) Tentative Parcel Map	deposit	26.00	\$157	=	\$4,082	\$3,000	73%		\$4,082	100%	
	d) Modifications or Revisions to Tentative Parcel Map	deposit	10.00	\$157	=	\$1,570	\$1,500	96%		\$1,570	100%	
	e) Parcel Map Waiver	deposit	8.00	\$157	=	\$1,256	\$3,000	239%		\$1,256	100%	
	f) Tentative Map - up to 100 lots	deposit	30.00	\$157	=	\$4,710	\$2,500	53%		\$4,710	100%	
	g) Tentative Map - over 100 lots											
	i) Base Fee for First 100 Lots	deposit	30.00	\$157	=	\$4,710	\$2,500	53%		\$4,710	100%	
	ii) Per Lot over 100 deposit	deposit	0.17	\$157	=	\$26	\$15	57%		\$26	100%	
	h) Modifications or Revisions to Tentative Tract Map	deposit	16.00	\$157	=	\$2,512	50% of TTM Fee	varies		\$2,512	100%	
	i) Reversion to Acreage	deposit	28.00	\$157	=	\$4,396	\$1,250	28%		\$4,000	100%	

			Est. Labor	Hourly		Cost of		Cost		Proposed Minimum Fee w/ Initial	Proposed Cost	
	Description	Туре	Hours	Rate		Service	Current Fee	Recovery	Proposed Fixed Fee	Deposit	Recovery	Note
12	Miscellaneous											
	a) Pre-Application Review	flat fee	varies	\$157	=	varies	\$180	varies	1/4 of application cost		varies	[f]
	b) Appeals	flat fee	12.00	\$157	=	\$1,884	\$720	38%	\$1,000		53%	
	c) Development Agreement	deposit	40.00	\$157	=	\$6,280	\$3,000	48%		\$6,280	100%	
	d) Right-of-Way Vacation	deposit	28.00	\$157	=	\$4,396	\$2,500	57%		\$4,000	100%	
	e) Time Extension	flat fee										
	i) Staff Level Approval	flat fee	0.50	\$157	=	\$79	\$60	76%	\$79		100%	
	ii) Planning Commission Approval	flat fee	4.00	\$157	=	\$628	\$60	10%	\$628		100%	
	f) Oil and Gas Drilling Permit	deposit	40.00	\$157	=	\$6,280	\$5,000	80%		\$6,280	100%	
	ENVIROMENTAL REVIEW AND RELATED FEES											[g]
13	CEQA											[g]
	a) Exemption	flat fee	1.00	\$157	=	\$157	\$100	64%	\$157		100%	[g]
	b) Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration (IS/ND or IS/MND)	deposit	56.00	\$157	=	\$8,792	\$3,160	36%		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
	c) Environmental Impact Report (EIR)	deposit	90.00	\$157	=	\$14,130	\$5,000	35%		estimate Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
	d) Addendum to IS/ND or IS/MND	deposit	10.00	\$157	=	\$1,570	\$1,800	115%		estimate Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
	e) Addendum to EIR	deposit	15.00	\$157	=	\$2,355	\$1,000	42%		estimate Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
14	NEPA									estimate		[g]
	a) Exclusion	deposit	5.00	\$157	=	\$785	\$190	24%		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
	b) Environmental Assessment/Finding of No Significant Impact (EA/FONSI)	deposit	56.00	\$157	=	\$8,792	\$1,520	17%		estimate Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant	100%	[g]
	c) Environmental Impact Statement (EIS)	deposit	90.00	\$157	=	\$14,130	\$5,000	35%		estimate Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	100%	[g]

F00 I	Description	Туре	Est. Labor	Hourly Rate		Cost of Service	Current Foo	Cost	Proposed Fixed Fee	Proposed Minimum Fee w/ Initial		Note
15	15 All Other Environmental Review Services Other		Hours	Kate		Service	Current Fee	Recovery		Deposit Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	Recovery 100%	[g]
	Technology Fee (percent of fees paid) Fees for Services Not Listed In this Fee Schedule					7%			5%	% of fees paid including T&M billings	100%	
	a) Hourly Rate of In-House Staff b) Contract Service Providers		1.00	\$157	Ξ	\$157			\$157	Pass-through of Consultant Costs plus 25% admin fee	100% 100%	

- [a] Temporary use permit fees may be waived with City Manager approval for local non-profit events or City sponsored events only.
- [b] All residential zones and commercial zones in existing buildings only.
- [c] Commercial Zones new construction.
- [d] Industrial Zones.
- [e] All zones.
- [f] 50% credit to application.
- [g] Plus, pass through of environmental document filing fees or other fees collected by other agencies (e.g. fees set by the State of California Department of Fish and Wildlife and the County of Kern).

Note: 25% admin fee charged to time and materials is intended to represent a conservative, reasonable estimate of actual city costs: assumes 10% de minimus rate for citywide overhead support, and 1.5 hours of direct service divisional support for every 10 hours of contract service time.



Cost of Service Analysis

Engineering and Encroachment Permit Fees

Position	&	otal Labor Prof Svc Costs	FTE Equiv	Total Hours Per FTE	Less: Holiday & Leave	Prod. Hours Per FTE	Total Productive Hours	Indirect	Direct	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Notes
ADMINISTRATIVE ASSISTANT I	\$	5,243	0.10	2,080	216	1,864	186	65%	35%	100%	121	65	186	
DEPUTY DIRECTOR - PUBLIC WORKS	\$	30,010	0.25	2,080	216	1,864	466	50%	50%	100%	233	233	466	
AUTOCAD TECHNICIAN	\$	32,736	0.50	2,080	216	1,864	932	30%	70%	100%	280	652	932	
PROJECT MANAGER	\$	13,870	0.15	2,080	216	1,864	280	30%	70%	100%	84	196	280	
PUBLIC WORKS DIRECTOR	\$	13,347	0.10	2,080	216	1,864	186	65%	35%	100%	121	65	186	
Total	\$	95,205	1.10				2,050				839	1,212	2,050	
Contract Svcs	\$	-					460	10%	90%	100%	46	414	460	[a]
Total	\$	95,205	1.10				2,510				885	1,626	2,510	
Total											35%	65%	100%	

Position ADMINISTRATIVE ASSISTANT I DEPUTY DIRECTOR - PUBLIC WORKS AUTOCAD TECHNICIAN PROJECT MANAGER PUBLIC WORKS DIRECTOR	Non-Fee Related % 85% 50% 25% 67% 75%	Fee Related % 15% 50% 75% 33% 25%	100% 100%	Non-Fee Related Hours 158 233 233 187 140	Fee Related Hours 28 233 699 92 47	Total Hours 186 466 932 280 186	Fee Related Indirect Hours 18 117 210 28 30	Fee Related Direct Hours 10 117 489 65 16		Notes
Total				952	1,099	2,050	402	696	1,099	
Contract Svcs	0%	100%	100%	0	460	460	46	414	460	
Total				952	1,559	2,510	448	1,110	1,559	
% of Total				38%	62%	100%				

[[]a] Estimates 60% of total contract service hours are fee-related. Based on \$115,000 in total budgeted expenses and assumed \$150/hr typical hourly cost.

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	Total	Adjust	SubTotal	Notes
01	GENERAL FUND	135	ENGINEERING	500xx	SALARIES	\$ 97,700	\$ -	\$ 97,700	
01	GENERAL FUND	135	ENGINEERING	501xx	BENEFITS	\$ 45,235	\$ -	\$ 45,235	
01	GENERAL FUND	135	ENGINEERING	50230	TRAINING AND TRAVEL	\$ 7,200	\$ -	\$ 7,200	
01	GENERAL FUND	135	ENGINEERING	50285	COMMUNICATION - CELL	\$ 1,600	\$ -	\$ 1,600	
01	GENERAL FUND	135	ENGINEERING	50310	OFFICE SUPPLIES	\$ 2,000	\$ -	\$ 2,000	
01	GENERAL FUND	135	ENGINEERING	50320	FUEL	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	135	ENGINEERING	50330	DUES/SUBSCRIPTIONS/LICENSES	\$ 2,030	\$ -	\$ 2,030	
01	GENERAL FUND	135	ENGINEERING	50390	MATERIALS/SUPPLIES	\$ 500	\$ -	\$ 500	
01	GENERAL FUND	135	ENGINEERING	50430	PUBLICATIONS	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	135	ENGINEERING	50460	PROFESSIONAL SERVICES	\$ 115,000	\$ -	\$ 115,000	[b]
01	GENERAL FUND	135	ENGINEERING	50610	UNEMPLOYMENT	\$ 800	\$ -	\$ 800	
01	GENERAL FUND	135	ENGINEERING	52042	SMALL TOOLS & EQUIPMENT	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	135	ENGINEERING	52043	COMPUTER SOFTWARE	\$ 2,000	\$ -	\$ 2,000	
01	GENERAL FUND	135	ENGINEERING	52044	COMPUTER HARDWARE	\$ 2,000	\$ -	\$ 2,000	
01	GENERAL FUND	135	ENGINEERING	52190	WORKERS COMPENSATION	\$ 2,700	\$ -	\$ 2,700	
01	GENERAL FUND	135	ENGINEERING	52290	FINAL MAP CHECK	\$ 5,000	\$ -	\$ 5,000	
01	GENERAL FUND	135	ENGINEERING	52310	GRADING PLAN CHECK	\$ 6,000	\$ -	\$ 6,000	
01	GENERAL FUND	135	ENGINEERING	52320	IMPROVEMENT PLAN CHECK	\$ 5,000	\$ -	\$ 5,000	
01	GENERAL FUND	135	ENGINEERING	52330	LLA PARCEL MAPS - PM WAIVERS	\$ 15,000	\$ -	\$ 15,000	
01	GENERAL FUND	135	ENGINEERING	55090	IT SERVICE FEES	\$ 5,305	\$ -	\$ 5,305	
01	GENERAL FUND	135	ENGINEERING	55091	SHOP SERVICE FEES	\$ 687	\$ -	\$ 687	
01	GENERAL FUND	135	ENGINEERING	55092	FACILITIES SERVICE FEES	\$ 19,927	\$ -	\$ 19,927	
01	GENERAL FUND	135	ENGINEERING	55093	G&A COST ALLOCATION	\$ 44,238	\$ -	\$ 44,238	
Subtotal						\$ 382,922	\$ -	\$ 382,922	

Total Costs for Allocation

Description			Total	Adjust	SubTotal	
Divisional Costs Included in Hourly Rate	>>>>>>>>>	\$	382,922	\$ -	\$ 382,922	
Total		\$	382,922	\$ -	\$ 382,922	
		_				1

Allocation of Annual Labor Effort

Description	Total
General Admin; Mgmt; Policies; Procedures	15%
Certification and Training	2%
Public Information and Assistance	16%
Fee Related Plan Review, Permit, Issuance and Documentation	42%
Non Fee Related (EG CAPITAL IMPROVEMENT PLAN)	25%
Total	100%

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>

Total	Notes
\$ 57,438	
\$ 7,658	
\$ 61,268	
\$ 159,309	
\$ 97,249	
\$ 382,922	

Notes

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Engineering

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	Total	Adjust	SubTotal	Notes

Allocation of Annual Costs to Core Service Areas

Description	Total		Total	Notes
Fee Related Plan Review, Permit, Issuance and Documentation	62%	>>>>>>>>	\$ 237,775	
Non Fee Related (EG CAPITAL IMPROVEMENT PLAN)	38%	>>>>>>>>	\$ 145,147	
Total	100%		\$ 382,922	

Average Annual Revenues

AccoutNo	AccountDesc		FY 1	.8/19 Actual	FY 19/	20 Actual	F	Average
30310	ENCROACHMENT PERMITS		\$	26,293	\$	10,924	\$	18,609
30320	ENGINEERING FINAL MAP FEES		\$	8,500	\$	4,500	\$	6,500
30330	GRADING PLAN CHECK FEE		\$	1,000	\$	4,816	\$	2,908
30340	ENGINEERING IMPROVE PLAN CHECK		\$	28,545	\$	10,363	\$	19,454
30350	PW IMPROVE INSPECTION		\$	99,455	\$	-	\$	49,728
30365	LLA PARCEL MAPS - PM WAIVERS		\$	750	\$	4,000	\$	2,375
Total		>>>>>>>>>	\$	164,544	\$	34,603	\$	99,573

Current Cost Recovery

Description	Total		
Revenue	\$	99,573	
Expenditures	\$	237,775	
Cost Recovery Rate		42%	
General Fund Subsidy	\$	138,201	

[[]a] Source: FY 20/21 budget.

[[]b] Hourly rate assumes 60% of this cost is fee-related. Remainder is non-fee related (i.e., general engineering support).

City of Wasco User and Regulatory Fee Study Calculation of Fully-Burdened Hourly Rate - Engineering

Fully-Burdened Hourly Rate

Description	Total	Note
Total Costs	\$237,775	
Direct Hours	1,559	
Fully-Burdened Hourly Rate	\$153	

Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)

					Hourly Wage Rate		
		Annual Hours Per			Only Assuming	Fully-Burdened	Indirect Cost Rate
Description	FTE	FTE	Total Annual Hours	Estimated Salaries	Total Annual Hours	Hourly Rate	Multiplier
Engineering	1.10	2,080	2,288	\$ 95,205	\$42	\$153	3.67

Calculation of Fully-Burdened Hourly Rate by Position

Position	Ī	otal Salaries	Total FTE	Avg Salary Per FTE	Avg Salary Per Hour	Cost Multiplier for Fully-Burdened Hourly Rate	Fully-Burdened Hourly Rate (Regular Hours)	Fully-Burdened Hourly Rate (After Hours)
ADMINISTRATIVE ASSISTANT I	\$	5,243	0.10	\$52,426	\$25	3.67	\$92	\$105
DEPUTY DIRECTOR - PUBLIC WORKS	\$	30,010	0.25	\$120,039	\$58	3.67	\$212	\$240
AUTOCAD TECHNICIAN	\$	32,736	0.50	\$65,473	\$31	3.67	\$115	\$131
PROJECT MANAGER	\$	13,870	0.15	\$92,466	\$44	3.67	\$163	\$185
PUBLIC WORKS DIRECTOR	\$	13,347	0.10	\$133,465	\$64	3.67	\$235	\$267

										Proposed	
Eee I	Description	Est. Labor Hours	Hourl Rate	/	Cost of Service	Current Fee	Cost Recovery	Proposed Fixed Fee or Minimum Fee	Initial Deposit	Cost Recovery	Note
	Public Improvement - Plan Check & Inspection	Hours	Nate		Service	Currentifee	Recovery	or willimination ee	iliitiai Deposit	Recovery	Note
1	a) Plan Review										
	i) Up to 20 Lots	, varios	\$153		varios	10/ of one Fet	varios	TOM plus 25% admin for	E0/ of improvement cost	100%	[6]
	ii) More than 20 Lots	varies	\$153		varies varies	1% of eng. Est. 1% of eng. Est.	varies	T&M, plus 25% admin fee T&M, plus 25% admin fee	5% of improvement cost	100%	[a]
	,	varies				_	varies	• •	3.5% of improvement cost	100%	[a]
	iii) Other - Not Tract Related b) Inspection	varies	\$153	-	varies	1% of eng. Est.	varies	T&M, plus 25% admin fee	5% of improvement cost	100%	[a]
	i) Up to 20 Lots	varies	\$153		varies	20/ of ong Est	varies	T&M, plus 25% admin fee	5% of improvement cost	100%	[a]
	ii) More than 20 Lots	varies	\$153		varies	3% of eng. Est. 3% of eng. Est.	varies	T&M, plus 25% admin fee	3.5% of improvement cost	100%	[a]
			\$153			3% of eng. Est.		T&M, plus 25% admin fee	5% of improvement cost	100%	[a]
	iii) Other - Not Tract Related	varies	\$155	-	varies	5% Of effg. ESt.	varies	Tawi, plus 25% autilii lee	5% of improvement cost	100%	[d]
2	Map Review										
	a) Tentative Map	varies	\$153		varies	See Comm Dev	varies	See Comm Dev Planning Fees	See Comm Dev Planning Fees	100%	
	a) remanive map	Varies	7155		Varies	Planning Fees	varies	See commission and a see commi	See commission realisting rees	100%	
	b) Final Map Including Subdivision Improvement Agreement										
	i) Parcel Map	varies	\$153		varies	\$90/hr	varies	T&M, plus 25% admin fee	\$3,000	100%	
	ii) Tract Map	varies	\$153		varies	\$90/hr	varies	T&M, plus 25% admin fee	\$5,000	100%	
	,actap	70.105	Ψ200		74.165	φ30/	Va.105	1 am, pras 25/6 aamm ree	ψ3,000	10070	
3	Encroachment Permit										
	a) Permit Processing / Application Intake Fee	0.50	\$153	-	\$77	\$85	111%	\$77		100%	
			,		, ·	,		<u>'</u>			
	b) Minor Encroachment	0.50	. 6153		677	ćo	00/	677		1000/	
	i) Plan Review, if required	0.50	\$153	=	\$77	\$0 \$00/br	0%	\$77		100%	
	ii) Inspection, if required	1.00	\$153	=	\$153	\$90/hr	varies	\$153		100%	
	c) Major Encroachment										
	i) Plan Review, if required	2.00	\$153	=	\$306	\$0	0%	\$306		100%	
	ii) Inspection, if required	4.00	\$153	=	\$612	\$90/hr	varies	\$612		100%	
	d) Expedited Requests (< 24 hours)	varies	varies	=	varies	n/a	n/a	1.5x standard fee			
1	e) Projects lasting more than 3 days or excavation of more than										
	100 LF or 400 SF / non-standard projects										
	i) Plan Review, if required	varies	\$153	=	varies	\$0	NA	T&M, plus 25% admin fee	\$1,000	100%	
	ii) Inspection, if required	varies	\$153	=	varies	\$90/hr	varies	T&M, plus 25% admin fee	\$200 x expected # of days	100%	
	iii) City Staff Hourly Billing, if required (per hour)	1.00	\$153	=	\$153	\$90/hr	59%	\$153		100%	
1											
4	Oversize Load Permit										
1	a) One Day					n/a	n/a	\$16			[b]
1	b) Annual					n/a	n/a	\$90			[b]
1											
5	Survey / Monument	varies	\$153	=	varies	\$850	varies	T&M, plus 25% admin fee	\$1,500	100%	

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Formation	Hours varies	x	Rate	ш	Service						
	varies	x			SCIVICC	Current Fee	Recovery	or Minimum Fee	Initial Deposit	Recovery	Note
at Agraamant			\$153	=	varies	varies	varies	T&M, plus 25% admin fee	\$7,500	100%	
it Agreement	varies	x	\$153	=	varies	varies	varies	T&M, plus 25% admin fee	\$2,500	100%	
	varies	х	\$153	=	varies	\$2,500 Deposit	varies	T&M, plus 25% admin fee	\$2,500	100%	
Acceptance	varies	x	\$153	=	varies	\$1,500 Deposit	varies	T&M, plus 25% admin fee	\$1,500	100%	
, ,	varies	x	\$153	=	varies	\$5,000	varies	T&M, plus 25% admin fee	\$1,000	100%	
harge Permit	varies	х	\$153	=	varies			T&M, plus 25% admin fee		100%	
nit Fee (Per Year)	2.50	x	\$153	=	\$383	n/a	n/a	\$350		92%	
of fees paid)					7%	n/a	n/a	5%		74%	
ime	0.75	x	\$153	=	\$115	n/a	n/a	\$115		100%	
I/Inspected by Outside Service Provider											
e Service Provider Fee	varies	х	\$153	=	varies	varies	varies	Time & Materials	Time & Materials	100%	
aff Review	varies	х	\$153	=	varies	varies	varies	25% of vendor costs	25% of vendor costs	100%	
I/Inspected by City Staff (per hour)	1.00	x	\$153	=	\$153	varies	varies	\$153		100%	
spections (per hour; 2 hr. minimum)	1.00	x	\$184	=	\$184	n/a	n/a	\$184		100%	
(3rd time or more) and missed inspection (each)	1.00	x	\$153	=	\$153	n/a	n/a	\$153		100%	
F C	Acceptance Review (when study review not included as part of eposit) charge Permit nit Fee (Per Year) 6 of fees paid) Time d/Inspected by Outside Service Provider e Service Provider Fee aff Review d/Inspected by City Staff (per hour) spections (per hour; 2 hr. minimum) (3rd time or more) and missed inspection (each)	Acceptance varies Review (when study review not included as part of eposit) charge Permit varies nit Fee (Per Year) 2.50 6 of fees paid) Time 0.75 d/Inspected by Outside Service Provider e Service Provider Fee aff Review varies d/Inspected by City Staff (per hour) 1.00 spections (per hour; 2 hr. minimum) 1.00	Acceptance varies x Review (when study review not included as part of eposit) charge Permit varies x 2.50 x 6 of fees paid) Time 0.75 x d/Inspected by Outside Service Provider e Service Provider Fee aff Review d/Inspected by City Staff (per hour) spections (per hour; 2 hr. minimum) 1.00 x	Acceptance varies x \$153 Review (when study review not included as part of eposit) varies x \$153 charge Permit varies x \$153 and Fee (Per Year) 2.50 x \$153 do f fees paid) Time 0.75 x \$153 do f fees paid) do free Provider Exercise Provider exercise Provider exercise Provider Fee aff Review varies x \$153 do f fees paid) 1.00 x \$153 2.50 x \$153 2.50 x \$153 3.50 x \$153 4.51 x \$153 4.52 x \$153 5.53 x \$153 5.53 x \$153 6.54 x \$153 7.55 x \$153	Acceptance varies x \$153 = Review (when study review not included as part of eposit) varies x \$153 = tharge Permit varies x \$153 = nit Fee (Per Year) 2.50 x \$153 = do f fees paid) Time 0.75 x \$153 = dd/Inspected by Outside Service Provider e Service Provider Fee aff Review varies x \$153 = dd/Inspected by City Staff (per hour) 1.00 x \$153 = spections (per hour; 2 hr. minimum) 1.00 x \$184 =	Acceptance varies x \$153 = varies varies varies x \$153 = varies varies varies x \$153 = varies	Acceptance	Acceptance	Acceptance varies x \$153 = varies \$1,500 Deposit varies T&M, plus 25% admin fee varies varies x \$153 = varies \$5,000 varies T&M, plus 25% admin fee toposit) harge Permit varies x \$153 = varies varies varies x \$153 = varies varies nit Fee (Per Year) 6 of fees paid) 7% n/a n/a \$350 6 of fees paid) 7% n/a n/a \$115 6/Inspected by Outside Service Provider e Service Provider Fee aff Review varies x \$153 = varies	Acceptance	Acceptance

[[]a] Based on City approved engineer's cost estimate, plus 20% contingency.

Note: 25% admin fee charged to time and materials is intended to represent a conservative, reasonable estimate of actual city costs: assumes 10% de minimus rate for citywide overhead support, and 1.5 hours of direct service divisional support for every 10 hours of contract service time.

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[[]b] Fee set to match CA Department of Transportation.

City of Wasco Construction Water Meter Use Fees Cost of Service Calculation - At Fully-Burdened Hourly Rate

Fee	Description	Est. Labor Hours		Hourly Rate		Cost of Service	Current Fee	Current Deposit	Cost Recovery	Proposed Fixed Fee or Minimum Fee	Refundable Deposit	Proposed Cost Recovery	Note
1	Construction Water Meter	1.00	x S	\$153	=	\$153	\$30; plus the cost of total water usage per month	\$1,000	20%	\$150; plus the cost of total water usage per month	\$1,250	98%	[a]

[[]a] Refundable deposit to be used if applicant damages or does not return meter and/or does not pay for their water usage during meter rental period.



Cost of Service Analysis

Technology Enhancement Fee

City of Wasco User and Regulatory Fee Study Cost of Service Calculation - Technology Enhancement Fee

Estimated Expenditures

			Amortization /			
#	Description	Total	Update Frequency	P	Annual Cost	Notes
1	Initial Outlay for Enhanced Permit/Project Tracking	\$100,000	10	\$	10,000	[a]
2	Initial Upgrades to Hardware (e.g. monitor, computers)	\$25,000	5	\$	5,000	[a]
3	On-going Licensing & Consulting Support	\$5,000	1	\$	5,000	[a]
4	Total	\$130,000		\$	20,000	

Estimated Base for Revenue

#	Acct Desc	Total
5	Building Permits	\$ 163,041
6	Planning Fees	\$ 33,776
7	PW Fees	\$ 99,573
8		\$ 296,390

Calculation of Fee at Full Cost Recovery

#	Description	Total
9	Annual Revenue Requirement	\$ 20,000
10	Estimated Annual Permit Fees	\$ 296,390
11	Technology Fee as a Percent of Permit Fee	7%

Cost Recovery Analysis

	Description	Comment Fee	Fee at Full Cost	Dunana d 5	Notes
#	Description	Current Fee	Recovery	Proposed Fee	Notes
12	Technology Enhancement Fee	0%	7%	5%	

Revenue Analysis

#	Description	Current Revenue	Revenue at Full Cost Recovery	Revenue at Targeted Fee	GF Subsidy at Current Fee	GF Subsidy at Proposed Fee
13	Technology Enhancement Fee	\$0	\$20,000	\$14,820	\$20,000	\$5,180
14	Cost Recovery %			74%		

[a] Useful life and ongoing licensing costs, and annual revenues estimated by ClearSource. Amounts are intended to represent reasonable estimates.



Cost of Service Analysis

General Plan Maintenance Fee

City of Wasco User and Regulatory Fee Study Cost of Service Calculation - General Plan Maintenance Fee

Estimated Expenditures

#	Description	Total	Amortization / Update Frequency	Annual Cost	Notes
1	General Plan Update - Consulting Costs	\$500,000	20	\$ 25,000	[a]
1	General Plan Update - City Staff Costs	\$125,000	20	\$ 6,250	[a]
2	Housing Element	\$20,000	4	\$ 5,000	[a]
3	Zoning Code	\$5,000	1	\$ 5,000	[a]
4	Total	\$650,000		\$ 41,250	

Estimated Base for Revenue

	#	Account	Total	
Ī	5	Building Permits	\$	163,041
ſ	6	Total	\$	163,041

Calculation of Fee at Full Cost Recovery

#	Description	Total
7	Annual Revenue Requirement	\$ 41,250
8	Estimated Annual Permit Fees	\$ 163,041
9	General Plan Maintenance Fee as a % of Permit Fee	25%

Cost Recovery Analysis

#	Description	Current Fee	Fee at Full Cost Recovery	Proposed Fee
10	General Plan Maintenance Fee	0%	25%	7%

Revenue Analysis

#	Description	Current Revenue	Revenue at Full Cost Recovery	Revenue at Targeted Fee	GF Subsidy at Current Fee	GF Subsidy at Proposed Fee
11	General Plan Maintenance Fee	\$0	\$41,250	\$11,413	\$41,250	\$29,837
12	Cost Recovery %			28%		

[a] Costs and useful life estimated by ClearSource. Amounts are intended to represent conservative, reasonable, estimates.



Cost of Service Analysis

Animal Regulation

City of Wasco User and Regulatory Fee Study Allocation of Annual Labor Effort - Animal Services Fees

Position	al Labor & f Svc Costs	FTE Equiv	Total Hours Per FTE	Less: Holiday & Leave	Prod. Hours Per FTE	Total Productive Hours	Indirect	Direct	Total	Total Indirect Hours	Total Direct Hours	Total Hours
ANIMAL CONTROL OFFICER	\$ 94,991	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728
ANIMAL SHELTER SERVICE WORKER	\$ 22,604	0.50	2,080	216	1,864	932	15%	85%	100%	140	792	932
Total	\$ 117,595	2.50				4,660				699	3,961	4,660
Total										15%	85%	100%

Recurring Expenditures [a]

FundNo	FundDesc	Div#	DivisionDesc	AccoutNo	AccountDesc	Total	Adjust	SubTotal	Notes
01	GENERAL FUND	145	ANIMAL SERVICES	500xx	SALARIES	\$ 148,700	\$ -	\$ 148,700	
01	GENERAL FUND	145	ANIMAL SERVICES	501xx	BENEFITS	\$ 65,500	\$ -	\$ 65,500	
					ADJUSTMENT		\$ 26,667	\$ 26,667	[a]
01	GENERAL FUND	145	ANIMAL SERVICES	50230	TRAINING AND TRAVEL	\$ 4,000	\$ -	\$ 4,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50285	COMMUNICATION - CELL	\$ 2,750	\$ -	\$ 2,750	
01	GENERAL FUND	145	ANIMAL SERVICES	50310	OFFICE SUPPLIES	\$ 500	\$ -	\$ 500	
01	GENERAL FUND	145	ANIMAL SERVICES	50320	FUEL	\$ 5,000	\$ -	\$ 5,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50390	MATERIALS/SUPPLIES	\$ 1,500	\$ -	\$ 1,500	
01	GENERAL FUND	145	ANIMAL SERVICES	50410	VET SERVICES	\$ 20,000	\$ -	\$ 20,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50415	PET FOOD	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50420	ANIMAL DISPOSAL SERVICE	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50460	PROFESSIONAL SERVICES	\$ 1,000	\$ -	\$ 1,000	
01	GENERAL FUND	145	ANIMAL SERVICES	50580	UTILITIES	\$ 1,500	\$ -	\$ 1,500	
01	GENERAL FUND	145	ANIMAL SERVICES	50610	UNEMPLOYEMENT	\$ 600	\$ -	\$ 600	
01	GENERAL FUND	145	ANIMAL SERVICES	50620	CHEMICALS AND TESTING	\$ 1,600	\$ -	\$ 1,600	
01	GENERAL FUND	145	ANIMAL SERVICES	52030	MISCELLANEOUS	\$ 2,000	\$ -	\$ 2,000	
01	GENERAL FUND	145	ANIMAL SERVICES	52042	SMALL TOOLS & EQUIPMENT	\$ 5,000	\$ -	\$ 5,000	
01	GENERAL FUND	145	ANIMAL SERVICES	52043	COMPUTER SOFTWARE	\$ 5,100	\$ -	\$ 5,100	
01	GENERAL FUND	145	ANIMAL SERVICES	52044	COMPUTER HARDWARE	\$ 1,800	\$ -	\$ 1,800	
01	GENERAL FUND	145	ANIMAL SERVICES	52115	JANITORIAL SUPPLIES	\$ 500	\$ -	\$ 500	
01	GENERAL FUND	145	ANIMAL SERVICES	52190	WORKERS COMPENSATION	\$ 7,600	\$ -	\$ 7,600	
01	GENERAL FUND	145	ANIMAL SERVICES	52225	COMMUNITY PROJECTS	\$ 3,500	\$ -	\$ 3,500	
01	GENERAL FUND	145	ANIMAL SERVICES	55050	PEST CONTROL SERVICES	\$ 600	\$ -	\$ 600	
01	GENERAL FUND	145	ANIMAL SERVICES	55090	IT SERVICE FEES	\$ 4,762	\$ -	\$ 4,762	
01	GENERAL FUND	145	ANIMAL SERVICES	55091	SHOP SERVICE FEES	\$ 6,869	\$ -	\$ 6,869	
01	GENERAL FUND	145	ANIMAL SERVICES	55092	FACILITIES SERVICE FEES	\$ 20,317	\$ -	\$ 20,317	
01	GENERAL FUND	145	ANIMAL SERVICES	55093	G&A COST ALLOCATION	\$ 39,710	\$ -	\$ 39,710	
Subtotal						\$ 352,408	\$ 26,667	\$ 379,075	

Average Annual Revenues

AccoutNo	AccountDesc	F	Y 18/19 Actual	FY	Y 19/20 Actual	Average
30510	FELINE DISPOSAL	\$	10	\$	310	\$ 160
30520	ANIMAL LICENSE	\$	1,370	\$	3,445	\$ 2,408
Total		\$	1,380	\$	3,755	\$ 2,568

Current Cost Recovery

Description	Total
Revenue	\$ 2,568
Expenditures	\$ 379,075
Cost Recovery Rate	1%
General Fund Subsidy	\$ 376,507

[a] \$800,000 facility remodelling cost, amortized over 30 years, annual cost of \$26,667

City of Wasco User and Regulatory Fee Study Calculation of Fully-Burdened Hourly Rate - Animal Services Fees

Fully-Burdened Hourly Rate

Description	Total	Note
Total Costs	\$379,075	
Direct Hours	3,961	
Fully-Burdened Hourly Rate	\$96	

Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)

					Hourly Wage Rate		
		Annual Hours Per			Only Assuming	Fully-Burdened	Indirect Cost Rate
Description	FTE	FTE	Total Annual Hours	Estimated Salaries	Total Annual Hours	Hourly Rate	Multiplier
Animal Services	2.50	2,080	5,200	\$ 117,595	\$23	\$96	4.23

Calculation of Fully-Burdened Hourly Rate by Position

Position	1	otal Salaries	Total FTE	Avg Salary Per FTE	Avg Salary Per Hour	Cost Multiplier for Fully-Burdened Hourly Rate	Fully-Burdened Hourly Rate
ANIMAL CONTROL OFFICER	\$	94,991	2.00	\$47,496	\$23	4.23	\$97
ANIMAL SHELTER SERVICE WORKER		\$22,604	0.50	\$45,207	\$22	4.23	\$92

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Fee I	Description	Current Fee	Cost Recovery	Proposed Fee	Note
	Animal Adoption Fee				
1	Animal Adoption Fee				
	a) Female Cat	\$84	1%	\$84	
	b) Male Cat	\$50	\downarrow	\$50	
	c) Dog	\$85		\$85	
	Dog Licenses				
2	Natural dog over 4 months	\$30	Cost ecovery	\$30	
3	Altered dog over 4 months	\$15	Recovery	\$15	
4	Natural dog over 1 year		for Division		
	a) One year	\$60	is 1%	\$60	
	b) Two years	\$110	\downarrow	\$110	
	c) Three years	\$160		\$160	
5	Altered dog over 1 year				
	a) One year	\$15		\$15	
	b) Two years	\$25		\$25	
	c) Three years	\$40		\$40	
6	Lost License Tag Replacement	\$5		\$5	
7	Unpaid Dog License	\$10		\$10	
	Kennels with Facilities to House/Board				
8	Over 20 Dogs and Permittees Keeping More Than 20 Dogs				
	a) Flat Fee	\$175		\$175	
	b) Additional Per Dog Fee	\$8		\$8	
9	Not More Than 20 Dogs and Permittees Keeping Not Less Than 11 Dogs, and Not More Than				
	a) Flat Fee	\$125		\$125	
	b) Additional Per Dog Fee	\$8		\$8	
10	Not More Than 10 Dogs And Permittees Keeping Not More Than 10 Dogs				
	a) Flat Fee	\$75		\$75	
	b) Additional Per Dog Fee	\$8		\$8	
	Animal Impoundment Fees				
11	Care and Feeding of Dog or Cat	\$15		\$15	
12	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing Less Than 100 Pounds	\$15		\$15	
13	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing More Than 100 Pounds	\$20		\$20	
14	Care and Feeding of Any Animal Weighing 500 Pounds or Over	\$30		\$30	

Fee I	Description	Current Fee	Cost Recovery	Proposed Fee	Note
1001	Redemption of Impounded Animal Fees	carrentiec	Necovery	Troposeuree	Note
15	Dog Redemption		Cost ecovery		
	a) First violation of Section 6.04.120	\$40	Recovery	\$40	
	b) Second violation of Section 6.04.120	\$100	for Division	\$100	
	c) Third and subsequent violations of Section 6.04.120 in any 12-month period	\$200	is 1%	\$200	
16	Dangerous Animal Redemption		\downarrow		
	a) First violation of Section 6.04.250	\$150		\$150	
	b) Second violation of Section 6.04.250	\$250		\$250	
	c) Third or more violations of Section 6.04.250	\$500		\$500	
17	Unvaccinated Dogs (Additional Fee)	\$15		\$15	
	Disposition of Animals on Owner's Request				
18	Owner Delivery of Healthy Dog to Animal Shelter	\$20		\$40	
19	Owner Delivery of Sick/Injured Dog to Animal Shelter for Euthanasia	\$50		\$75	
20	Animal Control Pickup of Dog for Euthanasia	\$75		\$100	
21	After-Hours Animal Control Pickup of Dog	\$65		\$75	
22	After-Hours Animal Control Pickup of Dog for Euthanasia	\$80		\$125	
23	Owner Delivery of Cat to Animal Shelter	\$10		\$10	
24	Disposition of Dead Animals				
	a) During Normal Business Hours	\$50		\$50	
	b) After Normal Business Hours	\$75		\$75	
	Exotic/Wild Animal Permit Fees				
25	One or More Animals Each Weighing Less Than 25 Lbs	\$40		\$40	
26	One or More Animals Each Weighing 2550 Lbs	\$50		\$50	
27	One or More Animals Each Weighing 50100 Lbs	\$60		\$60	
28	One or More Animals Each Weighing 100 Lbs or More	\$72		\$72	
	Penalties				
29	First Offense	\$50		\$50	
30	Second Offense	\$100		\$100	
31	Third and Subsequent Offenses	Criminal Complaint May Be Filed		Criminal Complaint May Be Filed	
	Citations for Failure to Spay or Neuter				
32	First Occurrence	\$35		\$35	
33	Second Occurrence	\$50		\$50	
34	Third and Subsequent Occurrences	\$100		\$100	

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO UPDATING AND ESTABLISHING USER AND REGULATORY FEES

Whereas, user and regulatory fees are established by the City Council; and

Whereas, the City recently completed a study to identify the cost of providing various user and regulatory fee-related services; and

Whereas, the study examined fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

Whereas, the City Council finds that providing these services is of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

Whereas, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the cost to provide the services for which the fees are charged; and

Whereas, the City Council desires that annually the City Manager may update the fees based on the annual percentage change in the all-urban Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA (CPI). If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year; and

Whereas, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit "A" which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect.

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

SECTION 1: That the foregoing recitals and findings are true and correct and are incorporated herein by reference.

SECTION 2: That the City Council hereby adopts the fees, charges, and rates as set forth in attached Exhibit "A" and incorporated by this reference.

SECTION 3: That any new or adjusted fees adopted by this Resolution shall go into effect January 1, 2022.

SECTION 4: That the City Manager is authorized to annually update the fees based on the annual percentage change in the all-urban Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA (CPI). If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year.

-000-

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 <u>August 17, 2021</u> by the following vote:

COUNCIL MEMBERS: AYES: NOES:

ABSTAIN: ABSENT:

GILBERTO REYNA, MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of

the Council of the City of Wasco



Schedule of User and Regulatory Fees

Table of Contents

Note: This Fee Schedule does not include all fees, rates, or charges that may be imposed by the City. Examples of excluded items include, but are not limited to, development impact fees, utility rates, and punitive fines and penalties.

FEE SCHEDULE	PAGE
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City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

A. Fees for Commonly Requested Building Permit Types. Fees shown in this section (Section A.) include all applicable permit issuance, inspection, and plan review fees). Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California).

1			Charge Basis	Note
	HVAC Change-Out - Residential	\$152	per permit	
2	HVAC Change-Out - Commercial (per unit)	\$203	per permit	
3	Residential Solar Photovoltaic System - Solar Permit			
	a) 15kW or less	\$270	per permit	
	b) Above 15kW – base	\$270	per permit	
	c) Above 15kW – per kW	\$15	per permit	
4	Commercial Solar Photovoltaic System - Solar Permit			
	a) 50kW or less	\$1,000	per permit	
	b) 50kW – 250kW – Base	\$1,000	per permit	
	c) 50kW – 250kW – per kW above 50kW	\$7	per permit	
	d) Above 250kW – base	\$2,400	per permit	
	e) Above 250kW – per kW	\$5	per permit	
5	Service Panel Upgrade - Residential	\$152	per permit	
6	Service Panel Upgrade - Commercial	\$203	per permit	
7	Water Heater Change-Out	\$152	per permit	
8	Line Repair - Sewer / Water / Gas	\$152	per permit	
9	Re-pipe	\$270	per permit	
10	Residential Re-Roof			
	a) Up to 2,000 SF	\$203	per permit	
	b) Each Add'l 1,000 SF or fraction thereof	\$68	per permit	
11	Demolition	\$135	per permit	
12	Temporary Power Pole	\$152	per permit	
13	Swimming Pool/Spa			
	a) Swimming Pool / Spa	\$304	per permit	
	b) Equipment Change-out Alone	\$169	per permit	
14	Patio - Standard (Wood/Metal Frame)	\$230	per permit	
15	Window / Sliding Glass Door			
	a) Retrofit / Repair / Replace	\$203	per permit	
	b) New / Alteration	\$203	per permit	

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

Determination of Valuation for Fee-Setting Purposes

• Project valuations shall be based on the total value of all construction work, including all finish work, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official. For determining project valuations for new construction, the Building Official may use data published by the International Code Council (ICC) (building valuation data table, typically updated in February and August of each year). The final building permit valuation shall be set at an amount that allows the City to recover its costs of applicant plan check, permit and inspection activities.

Note: For construction projects with permit fees calculated using Section B, C, D, or E, additional fees apply for permit issuance. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

B. <u>Permit Fee for New Buildings, Additions, Tenant Improvements, Residential Remodels, and Combined Mechanical, Electrical, and/or Plumbing Permits</u>

Total	Total Valuation				Perm	it Fee	
\$1	to	\$4,000	\$135.00				
\$4,001	to	\$10,000	\$135.00	for the first \$4,000	plus	\$33.76	for each add'l \$1,000 or fraction thereof, to and including \$1,000
\$10,001	to	\$50,000	\$337.50	for the first \$10,000	plus	\$11.81	for each add'l \$1,000 or fraction thereof, to and including \$1,000 $$
\$50,001	to	\$100,000	\$810.00	for the first \$50,000	plus	\$10.80	for each add'l \$1,000 or fraction thereof, to and including \$100,000 $$
\$100,001	to	\$500,000	\$1,350.00	for the first \$100,000	plus	\$6.08	for each add'l \$1,000 or fraction thereof, to and including \$500,000
\$500,001	to	\$1,000,000	\$3,780.00	for the first \$500,000	plus	\$3.24	for each add'l \$1,000 or fraction thereof, to and including \$1,000,000 $$
\$1,000,001	and	up	\$5,400.00	for the first \$1,000,000	plus	\$2.59	for each additional \$1,000 or fraction thereof over \$1,000,000

For permits requiring plumbing, electric, or mechanical review, the following percentages shall be added to the base permit fee

Plumbing inspection fees = Base permit fee x .10

Electrical inspection fees = Base permit fee x .10

Mechanical inspection fees = Base permit fee x .10

- Building permit fees for factory built housing shall total 50% of the amount listed above -

City of Wasco

MASTER FEE SCHEDULE - BUILDING FEES

C. Permit Fee for Stand-Alone Mechanical Permit

Total Valuation			Permi	t Fee	
Up to \$2,000	\$135.00				
\$2,001 to \$4,000	\$202.50				
\$4,001 to \$10,000	\$270.00 fc	or the first \$1,000	plus	\$11.25	for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50 fc	or the first \$10,000	plus	\$4.50	for each additional \$1,000 or fraction thereof over \$10,000

D. Permit Fee for Stand-Alone Plumbing Permit

Total Valuation		Pern	nit Fee	
Up to \$2,000	\$135.00			
\$2,001 to \$4,000	\$202.50			
\$4,001 to \$10,000	\$270.00 for the fi	rst \$1,000 plus	\$11.25	for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50 for the fi	rst \$10,000 plus	\$4.50	for each additional \$1,000 or fraction thereof over \$10,000

E. Permit Fee for Stand-Alone Electrical Permit

Total Valuation		Permit Fee
Up to \$2,000	\$135.00	
\$2,001 to \$4,000	\$202.50	
\$4,001 to \$10,000	\$270.00 for the first \$1,000	plus \$11.25 for each additional \$1,000 or fraction thereof over \$4,000
\$10,000 and up	\$337.50 for the first \$10,000	plus \$4.50 for each additional \$1,000 or fraction thereof over \$10,000

City of Wasco

MASTER FEE SCHEDULE - BUILDING FEES

F. Permit Fee for Stand-Alone or Combination Permits Not Identified Elsewhere in this Schedule

Note: For construction projects with permit fees calculated using Section F, additional fees apply for permit issuance. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

Activity Description	Fee	Charge Basis Note
1 Stand-Alone or Combination Permit Fees (Alternative Calculation)		
a) One Inspection Required	\$68	
b) Two Inspections Required	\$135	
c) Three Inspections Required	\$203	
d) Four Inspections Required	\$270	
e) Each Additional Inspection	\$68	

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

G. Building Plan Review Fees

Activity Description	Proposed Fee	Charge Basis	Note
1 Plan Check Fees			
a) Plan Review Fee, if applicable (% of bldg permit fee)	65%	% of building permit fee	[a]
b) Expedited Plan Check (when applicable)	As billed by 3rd party plan check consultant, plus 25% administrative fee		

When applicable, plan check fees shall be paid at the time of application for a building permit.

The plan checking fee is in addition to the building permit fee

[a] The City will bill for any 3rd party plan check costs that go beyond these fees, as charged by the plan check company plus a 25% administrative fee.

City of Wasco MASTER FEE SCHEDULE - BUILDING FEES

H. Other Fees

Acti	vity Description	Fee	Note
1	Permit Processing Fee	\$68	
2	General Plan Maintenance Fee (percent of permit fee)	7%	[a]
3	Technology Fee (percent of permit fee)	5%	
4	Strong Motion Instrumentation (SMI) Fee Calculation		
	a) Residential	\$0.50 or valuation x .00013	
	b) Commercial	\$0.50 or valuation x .00028	
5	Building Standards (SB 1473) Fee Calculation (Valuation) - Green Fee		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Each Add'l \$25,000 or fraction thereof	Add \$1	
6	Temporary Certificate of Occupancy (per 30 Days)	\$101	
7	Damaged Building Survey (Fire, Flood, Vehicle Damage, Etc.)	\$203	
	Change Of Contractor / Permit Change		
8	Change Of Contractor / Miscellaneous Permit Changes Initiated by Permittee	\$68	
	Violation Fees		
9	Permit Fee / Investigation Fee For Work Done Without Permits	2x Permit Fee	
	Other Fees		
10	Phased Inspection Fee (per inspection)	\$68	
11	After Hours Inspection (per hour) (2-hour minimum)	\$162	
12	Re-inspection Fee (3rd Time or More) (each)	\$68	[b]
13	Missed inspection Fee	\$68	
14	Credit Card Transaction Fee	3% - Pass-thru	[c]
15	Fees for Services Not Listed in this Fee Schedule (per 1/2 hour)	\$68	

[[]a] Fee only applies to permits for new construction and commercial/industrial additions, and habitable residential additions.

[[]b] Reinspection fee applies after second re-inspection.

[[]c] For credit card payments in excess of \$2,000.

City of Wasco

MASTER FEE SCHEDULE - GRADING FEES - PRIVATE DEVELOPMENT ONLY *

Acti	vity Description	Initial Deposit / Minimum Fee	Unit	Note
	PLAN REVIEW FEES			
1	Grading Plan Check			
	a) Single Dwelling Unit Less than .5 acre, less than 50 CY (Cut & Fill)	\$612	deposit	[a]
	b) Parcels under 1 acre over 50 CY	\$1,224	deposit	[a]
	c) 1.00 - 5.00 acres			
	i) First acre	\$1,224	deposit	[a]
	ii) Each additional acre, or portion thereof	\$306	deposit	[a]
	d) 5.01 - 10.00 acres			
	i) First 5.01 acres	\$2,448	deposit	[a]
	ii) Each additional acre, or portion thereof	\$490	deposit	[a]
	e) 10.01 - 100.00 acres			
	i) First 10.01 acres	\$4,896	deposit	[a]
	ii) Each additional acre, or portion thereof	\$218	deposit	[a]
	f) Over 100.01 acres			
	i) First 100.01 acres	\$24,480	deposit	[a]
	ii) Each additional acre, or portion thereof	\$50	deposit	[a]
2	Permit Issuance - Onsite Construction / Grading	\$77	fee	
3	Technology Fee (% of Fees Paid)	5%	% of fees paid, including T&M billings	
4	Extension of Time	\$77	fee	
5	Fee for Additional Services Required Due to Changes, Modifications, Additions, etc.	Actual Costs / T&M plus 25% admin fee	deposit	
6	Permit Fee / Investigation Fee Work Commenced without a Permit	2x permit fee	fee	
7	Fees for Services Not Listed In this Fee Schedule			
	a) Hourly Rate of In-House Staff	\$153	per hr	
	b) Contract Service Providers	Pass-through of Consultant Costs plus 25% admin fee		

[[]a] Amount shown is initial deposit. All fees will be charged on a time & materials basis, plus 25% administrative fee.

* See Public Works / Engineering Fees for Tract, Street, and Other Grading Fees

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

City of Wasco

MASTER FEE SCHEDULE - GRADING FEES - PRIVATE DEVELOPMENT ONLY *

Initial Deposit / Minimum

Activity Description

Fee Unit Note

Full Cost Deposits and Deposit Replenishment

Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Ac	tivity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
1	Annexations		4	
	a) Annexation		\$10,000	
	b) Out of Area Service Reviews	\$2,512		
2	Williamson Act Contracts			
	a) Notice of Non-Renewal		\$1,200	
	b) Contract Cancellation		\$1,500	
	c) Establishment of Agricultural Preserve		\$3,000	
3	Temporary Uses			
	a) Temporary Use Permit - Major	\$314		[a]
	b) Temporary Use Permit - Minor	\$79		[a]
	c) Home Occupation	\$79		
	d) Sidewalk Vending Permit	\$157		
4	Sign Review			
	a) Individual Sign	\$157		
	b) Master Sign Program	\$314		
	c) Temporary Sign Permit	\$79		
5	Site Plan Review			
	a) Single Family Porches and Patios and Non-Habitable Accessory Structures over 120 sq ft.	\$79		
	b) Single Family (New and Modifications)	\$157		
	c) Accessory Dwelling Unit	\$157		
	d) New and Modification to Existing Multi-Family (Fewer than 4 Units)	\$471		
	e) Comm. / Indust. / Multi-Family (4 Units or More)			
	i) Less than 1 Acre	\$3,140		
	ii) 1 - 5 Acres	\$4,710		
	iii) More than 5 Acres	\$6,280		
	f) Comm. / Indust. / Multi-Family (4 Units or More) - Modification to Existing Sites			
	i) Minor - Less than 5,000 Square Feet	\$1,570		
	ii) Major - 5,000 Square Feet or More	\$2,512		
	g) Landscape Plan Review (Commercial / Industrial / Multi-Family Residential and Master Tract)		Pass-through of Consultant Costs plus 25% admin fee; with	
	h) Landscape Plan Review (Single Family Residential)	\$157	\$500 initial deposit	

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City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Ac	tivity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
6	Conditional Use Permit			
	a) Conditional Use Permit - Class I	\$1,884		[b]
	b) Conditional Use Permit - Class II	\$3,140		[c]
	c) Conditional Use Permit - Class III	\$6,280		[d]
	d) Conditional Use Permit - Modifications	\$1,570		[e]
7	Variance	\$1,570		
8	Precise Development			
	a) New	\$7,850		
	b) Major Modification	\$6,280		
	c) Minor Modification	\$1,570		
9	Specific Plan		\$15,000	
.0	Zoning Ordinance Amendments			
	a) Zoning Ordinace Text Amendment	\$3,140		
	b) Zoning Change		\$4,000	
	c) General Plan Amendment		\$4,000	
9	Land Division			
	a) Certificate of Compliance		\$942	
	b) Lot Line Adjustment/Parcel Merger		\$1,570	
	c) Tentative Parcel Map		\$4,082	
	d) Modifications or Revisions to Tentative Parcel Map		\$1,570	
	e) Parcel Map Waiver		\$1,256	
	f) Tentative Map - up to 100 lots		\$4,710	
	g) Tentative Map - over 100 lots			
	i) Base Fee for First 100 Lots		\$4,710	
	ii) Per Lot over 100 deposit		\$26	
	h) Modifications or Revisions to Tentative Tract Map		\$2,512	
	i) Reversion to Acreage		\$4,000	

City of Wasco MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
12 Miscellaneous			
a) Pre-Application Review	1/4 of application cost		[f]
b) Appeals	\$1,000		
c) Development Agreement		\$6,280	
d) Right-of-Way Vacation		\$4,000	
e) Time Extension			
i) Staff Level Approval	\$79		
ii) Planning Commission Approval	\$628		
f) Oil and Gas Drilling Permit		\$6,280	
ENVIROMENTAL REVIEW AND RELATED FEES			[g]
13 CEQA			[g]
a) Exemption	\$157		[g]
b) Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration (IS/ND or IS/MND)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
c) Environmental Impact Report (EIR)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
d) Addendum to IS/ND or IS/MND		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
e) Addendum to EIR		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
14 NEPA			[g]
a) Exclusion		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
b) Environmental Assessment/Finding of No Significant Impact (EA/FONSI)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
c) Environmental Impact Statement (EIS)		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]

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City of Wasco

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Flat Fee	Minimum Fee / Initial Deposit	Note
15 All Other Environmental Review Services		Pass-through of Consultant Costs plus 25% admin fee; Initial deposit based on consultant estimate	[g]
Other			
16 Technology Fee (percent of fees paid)	5%	% of fees paid including T&M billings	
17 Fees for Services Not Listed In this Fee Schedule			
a) Hourly Rate of In-House Staff	\$157		
b) Contract Service Providers		Pass-through of Consultant Costs plus 25% admin fee	

- [a] Temporary use permit fees may be waived with City Manager approval for local non-profit events or City sponsored events only.
- [b] All residential zones and commercial zones in existing buildings only.
- [c] Commercial Zones new construction.
- [d] Industrial Zones.
- [e] All zones.
- [f] 50% credit to application.
- [g] Plus, pass through of environmental document filing fees or other fees collected by other agencies (e.g. fees set by the State of California Department of Fish and Wildlife and the County of Kern).

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy

Application fees are not refundable except as follows:

- A. Refund of 100% shall be made if a determination is made that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution.
- B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be
- C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Overview of Fee Structure

Fees may be either fixed fees, deposits, or deposits with a minimum fee amount due. When a fee is deposit-based, the City will collect the initial depots and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

#	Activity Description	Fixed Fee or Minimum Fee	Initial Deposit	Charge Basis	Note
1	Public Improvement - Plan Check & Inspection				
	a) Plan Review				
	i) Up to 20 Lots	T&M, plus 25% admin fee	5% of improvement cost		[a]
	ii) More than 20 Lots	T&M, plus 25% admin fee	3.5% of improvement cost		[a]
	iii) Other - Not Tract Related	T&M, plus 25% admin fee	5% of improvement cost		[a]
	b) Inspection				
	i) Up to 20 Lots	T&M, plus 25% admin fee	5% of improvement cost		[a]
	ii) More than 20 Lots	T&M, plus 25% admin fee	3.5% of improvement cost		[a]
	iii) Other - Not Tract Related	T&M, plus 25% admin fee	5% of improvement cost		[a]
2	Map Review				
	a) Tentative Map	See Comm Dev Planning Fees	See Comm Dev Planning Fees		
	b) Final Map Including Subdivision Improvement Agreement				
	i) Parcel Map	T&M, plus 25% admin fee	\$3,000		
	ii) Tract Map	T&M, plus 25% admin fee	\$5,000		
3	Encroachment Permit				
	a) Permit Processing / Application Intake Fee	\$77			
	b) Minor Encroachment				
	i) Plan Review, if required	\$77			
	ii) Inspection, if required	\$153			
	c) Major Encroachment				
	i) Plan Review, if required	\$306			
	ii) Inspection, if required	\$612			
	d) Expedited Requests (< 24 hours)	1.5x standard fee			
	e) Projects lasting more than 3 days or excavation of more than 100 LF or 400 SF / non-standard projects i) Plan Review, if required	T&M, plus 25% admin fee	\$1,000		
	ii) Inspection, if required	T&M, plus 25% admin fee	\$200 x expected # of days		
	iii) City Staff Hourly Billing, if required (per hour)	\$153			
4	Oversize Load Permit				
	a) One Day	\$16			[b]
	b) Annual	\$90			[b]

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

#	Activity Description	Fixed Fee or Minimum Fee	Initial Deposit	Charge Basis Note
5	Survey / Monument	T&M, plus 25% admin fee	\$1,500	
6	Special District Formation	T&M, plus 25% admin fee	\$7,500	
7	Reimbursement Agreement	T&M, plus 25% admin fee	\$2,500	
8	Easement	T&M, plus 25% admin fee	\$2,500	
9	Certificate of Acceptance	T&M, plus 25% admin fee	\$1,500	
10	Special Study Review (when study review not included as part of other fee or deposit)	T&M, plus 25% admin fee	\$1,000	
11	Industrial Discharge Permit	T&M, plus 25% admin fee		
12	Self-Haul Permit Fee (Per Year)	\$350		per year
13	Technology (% of fees paid)	5%		% of fees paid, including T&M billings
14	Extension of Time	\$115		one year
15	Revisions			
	 a) Reviewed/Inspected by Outside Service Provider 			
	i) Outside Service Provider Fee	Time & Materials	Time & Materials	
	ii) City Staff Review	25% of vendor costs	25% of vendor costs	
	b) Reviewed/Inspected by City Staff (per hour)	\$153		per hour
16	After Hours Inspections (per hour; 2 hr. minimum)	\$184		per hour; 2-hr minimum
17	Re-Inspection (3rd time or more) and missed inspection (each)	\$153		per hour

[[]a] Based on City approved engineer's cost estimate, plus 20% contingency.

[[]b] Fee set to match CA Department of Transportation.

City of Wasco

SCHEDULE OF USER AND REGULATORY FEES - PUBLIC WORKS / ENGINEERING FEES

Act

Activity Description

Fixed Fee or Minimum Fee

Initial Deposit

Charge Basis

Note

Full Cost Deposits and Deposit Replenishment

Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

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Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).

As may be required for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy

Application fees are not refundable except as follows:

- A. Refund of 100% shall be made if a determination is made that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution.
- B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be refunded.
- C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Overview of Fee Structure

Fees may be either fixed fees, deposits, or deposits with a minimum fee amount due. When a fee is deposit-based, the City will collect the initial depots and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - CONSTRUCTION WATER METER RENTAL

#	Activity Description	Fixed Fee or Minimum Fee	Refundable Deposit	Charge Basis	Note
1	Construction Water Meter	\$150; plus the cost of total water usage per month	\$1,250	each	[a]

[[]a] Refundable deposit to be used if applicant damages or does not return meter and/or does not pay for their water usage during meter rental period.

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

Ac	tivity Description	Fee	Charge Basis	Note
	Animal Adoption Fee			
1	Animal Adoption Fee			
	a) Female Cat	\$84		
	b) Male Cat	\$50		
	c) Dog	\$85		
	Dog Licenses			
2	Natural dog over 4 months	\$30	one year only	
3	Altered dog over 4 months	\$15	one year only	
4	Natural dog over 1 year			
	a) One year	\$60		
	b) Two years	\$110		
	c) Three years	\$160		
5	Altered dog over 1 year			
	a) One year	\$15		
	b) Two years	\$25		
	c) Three years	\$40		
6	Lost License Tag Replacement	\$5		[a]
7	Unpaid Dog License	\$10		[b]
	Kennels with Facilities to House/Board			
8	Over 20 Dogs and Permittees Keeping More Than 20 Dogs			
	a) Flat Fee	\$175		
	b) Additional Per Dog Fee	\$7.50		
9	Not More Than 20 Dogs and Permittees Keeping Not Less Than 11 Dogs, and Not More Than 20 Dogs			
	a) Flat Fee	\$125		
	b) Additional Per Dog Fee	\$7.50		
10	Not More Than 10 Dogs And Permittees Keeping Not More Than 10 Dogs			
	a) Flat Fee	\$75		
	b) Additional Per Dog Fee	\$7.50		
	Animal Impoundment Fees			
11	Care and Feeding of Dog or Cat	\$15	per animal per day	
12	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing Less Than 100 Pounds	\$15	per animal per day	
13	Care and Feeding of Any Animal, Except Cats and Dogs, Weighing More Than 100 Pounds But Less Than 500 Pounds	\$20	per animal per day	
14	Care and Feeding of Any Animal Weighing 500 Pounds or Over	\$30	per animal per day	

City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

Ac	tivity Description	Fee	Charge Basis	Note
	Redemption of Impounded Animal Fees			
15	Dog Redemption			
	a) First violation of Section 6.04.120	\$40		
	b) Second violation of Section 6.04.120	\$100		
	c) Third and subsequent violations of Section 6.04.120 in any 12-month period	\$200		
16	Dangerous Animal Redemption			
	a) First violation of Section 6.04.250	\$150		
	b) Second violation of Section 6.04.250	\$250		
	c) Third or more violations of Section 6.04.250	\$500		
17	Unvaccinated Dogs (Additional Fee)	\$15		
	Disposition of Animals on Owner's Request			
18	Owner Delivery of Healthy Dog to Animal Shelter	\$40		
19	Owner Delivery of Sick/Injured Dog to Animal Shelter for Euthanasia	\$75		
20	Animal Control Pickup of Dog for Euthanasia	\$100		
21	After-Hours Animal Control Pickup of Dog	\$75		
22	After-Hours Animal Control Pickup of Dog for Euthanasia	\$125		
23	Owner Delivery of Cat to Animal Shelter	\$10		
24	Disposition of Dead Animals			[c]
	a) During Normal Business Hours	\$50		
	b) After Normal Business Hours	\$75		
	Exotic/Wild Animal Permit Fees			
25	One or More Animals Each Weighing Less Than 25 Lbs	\$40	yearly	
26	One or More Animals Each Weighing 2550 Lbs	\$50	yearly	
27	One or More Animals Each Weighing 50100 Lbs	\$60	yearly	
28	One or More Animals Each Weighing 100 Lbs or More	\$72	yearly	
	Penalties			[d]
29	First Offense	\$50		
30	Second Offense	\$100		
31	Third and Subsequent Offenses	Criminal		
		Complaint May Be Filed		
	Citations for Failure to Spay or Neuter			[e]
32	First Occurrence	\$35		
33	Second Occurrence	\$50		
34	Third and Subsequent Occurrences	\$100	per occurrence	

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City of Wasco SCHEDULE OF USER AND REGULATORY FEES - ANIMAL SERVICES FEES

Activity Description Fee Charge Basis Note

[a] The owner a dog for which a tag was issued may upon payment of five dollars and exhibition of evidence of current rabies vaccination receive a duplicate tag for the remaining portion of the period for which the original dog tag was issued. (Ord. 587 (part), 2009; Ord. 328 §3 (part), 1987).

- [b] An unpaid dog license fee shall become delinquent thirty days after it is due and payable. Upon delinquency, a ten-dollar penalty shall be added to the regular fee. Penalty fees shall accumulate and be added to each successive license period.
- [c] The owner of any animal which dies shall bury or otherwise dispose of such animal in a reasonable manner so as not to create a nuisance or health hazard. Whenever he discovers a dead animal within the incorporated areas of the city which has not been properly disposed, the animal control officer shall order its owner to dispose of it properly. If his order is not promptly obeyed, the animal control officer is authorized to employ any person to dispose of the dead animal. If the owner of the dead animal can be determined, he or she shall pay twenty-five dollars to dispose of the animal while in the course of normal business hours. The owner shall pay fifty dollars for the performance of services after normal business hours. (Res. 2903 §2 (Exh. B (part)), 2013; Ord. 587 (part), 2009; Ord. 328 §3 (part), 1987).
- [d] With the exception of those acts expressly declared in any section of this chapter to be misdemeanors, any act in violation of the provisions of any section in this chapter is an infraction punishable by a fine of fifty dollars for the first offense, and for a second or subsequent offense a fine of one hundred dollars. After a third offense, a criminal complaint may be filed against the violator in superior court.
 - These fines shall be in addition to any cost or fee provided for in this chapter for the redemption or disposition of impounded animals. A person is guilty of a separate offense for each animal and for every day during which a violation of any of the provisions of this chapter is
- [e] These fines are for unspayed or unneutered impounded animals only and are not in lieu of any fines or impound fees imposed the city.

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STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: August 17, 2021

SUBJECT: Adopt a Resolution Approving an Employment Agreement with Kameron

Arnold as Deputy Public Works Director for an annual salary of \$94,900.00 and Luis Villa as Public Works Director for an annual salary of \$108,680.00

Recommendation:

Staff recommends approval of the Employment Agreement between Kameron Arnold as Deputy Public Works Director and Luis Villa as Public Works Director and the City of Wasco.

Discussion:

The City would like to contract Kameron Arnold as Deputy Public Works Director and Luis Villa as Public Works Director effective August 17th, 2021. Mr. Arnold is currently serving as Acting Deputy Public Works Director and previously served as City Projects Manager from February 20th, 2018 – August 1st, 2021. Kameron holds a Bachelor of Science in Electrical Engineering from the California State University, Bakersfield, and is currently completing the Principles and Practice of Engineering (PE) exam. Mr. Arnold's employment agreement will be for an initial term of three years with a salary of \$94,900. His other terms and benefits are similar to those of other current and previous department directors. The City's employment law attorney has developed the employment agreement and reviewed by the City Attorney.

Mr. Villa is currently serving as Acting Public Works Director. He has previously served as Deputy Public Works Director for Water Utilities and Water Reclamation Facilities, Wastewater Superintendent, Wastewater Supervisor, and a Wastewater Operator. Luis Villa holds a Grade III Wastewater Treatment Operator, Grade I Water Treatment Operator certification, and an Associates of Science Degree in Electronics Engineering. Mr. Villa's employment agreement will be for an initial term of three years with a salary of \$108,680.00. His other terms and benefits are similar to those of other current and previous department directors. The City's employment law attorney has developed the employment agreement and reviewed by the City Attorney.

The Public Works Department is responsible for managing/overseeing engineering, construction, operation, and maintenance services to the City's infrastructure system, including streets, water, wastewater and storm drainage systems, and animal control

services. The Department also provides sanitation services as well as internal services such as fleet and facilities maintenance. It is crucial to have directors who can understand the technical aspects of Water, Wastewater, Engineering, and Construction. and the needs of our residents and customers. More importantly, department directors need to have a "big-picture" perspective to help guide the community into the future. They must be willing and capable of working collaboratively with people at all levels within the organization and communicate and engage with the community, the City's executive leadership team, and the City Council.

Wasco Municipal Code states:

"2.04.130 Powers and duties--Appointment and removal. It shall be the duty of the city manager to, and he shall appoint, remove, promote and demote any and all officers and employees of the city, excepting elected officers and the city attorney. The city manager shall enter into a contract in writing on behalf of the city with all department heads in a form approved by the city council."

Fiscal Impact:

The estimated fiscal impact is equal to the current and future annual budget appropriation for salary and benefits relating to the Employment Agreement.

Attachments:

- 1. Resolution
- 2. Agreements

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE EMPLOYMENT AGREEMENTS BETWEEN KAMERON ARNOLD AS DEPUTY PUBLIC WORKS DIRECTOR AND LUIS VILLA, AS PUBLIC WORKS DIRECTOR

WHEREAS, the City wishes to employ Kameron Arnold as Deputy Public Works Director and Luis Villa as Public Works Director; and

WHEREAS, said the agreements will be made in the form and manner prescribed to other director-level employees; and

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

NOW THEREFORE BE IT RESOLVED,

SECTION 1: Approves the employment agreements for Kameron Arnold as Deputy Public Works Director and Luis Villa as Public Works Director.

SECTION 2: Authorizes the Mayor and the City Clerk to endorse the employment Agreements (attached hereto).

SECTION 3: Authorizes the City Manager to execute the employment agreements. -000-

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 <u>August 17, 2021</u>, by the following vote:

COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
	GILBERTO REYNA, MAYOR of the City of Wasco
Attest:	

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

EMPLOYMENT AGREEMENT NO._____ CITY OF WASCO DEPUTY PUBLIC WORKS DIRECTOR

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Kameron Arnold, an individual ("Employee;" collectively, "the Parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Deputy Public Works Director (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification. Employee acknowledges that he is eligible to test for, and will schedule the examination, "PE" Certification.
- C. In connection with and contingent upon successfully passing pre-employment drug testing, criminal background check and/or general reference check and Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the Parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

- **1.** <u>INCORPORATION.</u> The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
- **2. HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Employee as Deputy Public Works Director (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.
- **3.** TERM OF EMPLOYMENT. The Term of this Agreement shall begin on August 17, 2021, and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.
- **4.** <u>AT-WILL EMPLOYEE</u>. Employee understands that he/she is an employee "at-will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove

Employee from Employee's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City. Employee specifically relinquishes any protections, privileges, or perquisites that have or had any effect on the "at-will" nature of his employment.

- **5. <u>DUTIES AND AUTHORITY.</u>** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.
- **5a.** <u>HOURS OF WORK.</u> Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.
- **6. PLACE OF EMPLOYMENT.** Unless the Parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. The City may from time to time require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.
- **7.** EMPLOYEE'S OBLIGATIONS. During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. City retains the right to amend said authorities, place further condition, or revoke authorization if the outside employment is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City.
- **7a. RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

8. EVALUATIONS. Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

9. SALARY AND BENEFITS.

A. <u>Salary:</u>

- (1) <u>Base Salary</u>. The City shall pay Employee a base salary of ninety-four thousand nine hundred dollars (\$94,900.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.
- (2) <u>Expenses</u>. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.
- B. <u>Employment Benefits</u>. In addition to base salary, the City shall provide to Employee the following benefits:
- (1) <u>Holidays</u>. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.
- (2) <u>Other Leave Benefits</u>. Employee shall receive the following additional paid and unpaid leave benefits:
- (a) <u>Vacation</u>. Employee shall accrue vacation time at a rate of 6.16 per biweekly pay period; however, Employee shall not be permitted to accrue more than a maximum of two hundred twenty-two (222) vacation hours during the first (12) months of Agreement. Commencing on the thirteenth (13) month of this Agreement, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City

Manager but not to exceed two weeks, Employee may "cash-out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash-out" process to create a negative vacation balance.

(b) <u>Sick Leave.</u> Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours, and to the extent that Employee's sick leave accrual exceeds one hundred twenty (120) hours at the commencement of the Term of this Agreement, Employee shall accrue no additional sick leave until such time as Employee's usage of currently accrued time causes Employee to fall below one hundred twenty hours, at which point Employee shall accrue sick time consistent with this provision until the one hundred twenty hour cap is again reached. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash-out" or other compensation therefor will be provided to Employee.

It is understood by and between the Parties that Employee's sick leave accrual exceeds the maximum 120 hours at the time of execution of this Agreement. Upon execution of this agreement, Employee shall "cash-out" any amount in excess of one hundred twenty (120) accrued sick leave hours.

- (c) <u>Administrative/Executive Leave</u>. Employee shall be entitled to forty (40) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks of each year, Employee shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Administrative Leave.
- (3) <u>Group Medical, Dental, Life Insurance</u>. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City 's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.
- (4) <u>Social Security</u>. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.
- (5) <u>PERS Retirement</u>. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee shall remain at his current formula and level of 2% @ 62 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or

applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.

- (6) <u>Uniform/Boot Allowance.</u> The City shall provide Employee with an annual allowance for uniform/boot purchase by Employee in the amount of one hundred dollars (\$100.00), which shall be payable on the payday following the execution of this Agreement and three hundred dollars (\$300.00) on the payday immediately following each anniversary of Employee's execution of this Agreement.
- (7) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the American Public Works Association (APWA) and its California affiliate chapter(s), the American Water Works Association (AWWA) and its California-Nevada affiliate chapter(s), the California Water Environment Association (CWEA), the California League of Cities and fees and costs associated with the "PE" Certification and other certifications.
- (9) <u>Dues/Subscriptions.</u> For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.
- (10) <u>Bonding</u>. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.
- (11) <u>Cell Phone</u>. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.
- (12) <u>Other Fringe Benefits</u>. Except as otherwise expressly provided in this Agreement; Employee shall be eligible for no other fringe benefits.

(13) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

10. TERMINATION OF AGREEMENT.

- A. <u>Termination without Cause.</u> The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee's salary for the ramainder of the term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 53264, or other applicable law.
- B. <u>Termination for Cause</u>. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.
 - 1. Conviction of, or pleading of nolo contendre to, a felony;
- 2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - 3. Willful abandonment of duties;
- 4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
- 5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
- 6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.

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- C. Abuse of Office: In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.
- D. <u>Termination Due to Disability.</u> If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder may, at the discretion of the City Manager, be terminated.
- E. <u>Disputes</u>. Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.
- 11. ENTIRE AGREEMENT. This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the Parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.
- 12. REVIEW. Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.
- 13. <u>GOVERNING LAW</u>. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.
- **14.** MUTUALLY DRAFTED. For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.
- **15. HEADINGS, CAPTIONS.** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the Page **7** of **8**

meaning or interpretation of any of the provisions of this Agreement.

- **16. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 17. <u>WAIVER</u>. Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- **18. NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.
- 19. NOTICES. Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

This Agreement, which consists of eight pages in nineteen (19) numbered sections, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE		CITY OF WASCO	
Print Name		City Manager	
Signature		Signature	
Date:	, 2021	Date:, 2021	<u>[</u>

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EMPLOYMENT AGREEMENT NO. _____ CITY OF WASCO PUBLIC WORKS DIRECTOR

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Luis Villa, an individual ("Employee;" collectively, "the Parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Public Works Director (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the Parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

- **1. INCORPORATION.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
- **2. HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Employee as Public Works Director (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.
- 3. <u>TERM OF EMPLOYMENT</u>. The Term of this Agreement shall begin on the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.
- **4.** AT-WILL EMPLOYEE. Employee understands that he/she is an employee "at-will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee's position and may terminate this Agreement and the employment

relationship with or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City. Employee specifically relinquishes any protections, privileges, or perquisites that have or had any effect on the "at-will" nature of his employment.

- **5. <u>DUTIES AND AUTHORITY.</u>** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.
- **5a.** <u>HOURS OF WORK</u>. Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.
- **6. PLACE OF EMPLOYMENT.** Unless the Parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. The City may from time to time require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.
- Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. City retains the right to amend said authorition, place further condition, or revoke authorization if the outside employment is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City.
- **7a. RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

8. EVALUATIONS. Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

9. SALARY AND BENEFITS.

A. Salary:

- (1) <u>Base Salary</u>. The City shall pay Employee a base salary of one hundred eight thousand six hundred eighty dollars (\$108,680.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.
- (2) <u>Expenses</u>. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.
- B. <u>Employment Benefits</u>. In addition to base salary, the City shall provide to Employee the following benefits:
- (1) <u>Holidays</u>. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.
- (2) <u>Other Leave Benefits</u>. Employee shall receive the following additional paid and unpaid leave benefits:
- (a) <u>Vacation</u>. Employee shall accrue vacation time at a rate of 6.16 per biweekly pay period; however, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may "cash-out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash-out" process to create a negative vacation balance.

- (b) <u>Sick Leave.</u> Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours, and to the extent that Employee's sick leave accrual exceeds one hundred twenty (120) hours at the commencement of the Term of this Agreement, Employee shall accrue no additional sick leave until such time as Employee's usage of currently accrued time causes Employee to fall below one hundred twenty hours, at which point Employee shall accrue sick time consistent with this provision until the one hundred twenty hour cap is again reached. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash-out" or other compensation therefor will be provided to Employee.
- (c) <u>Administrative/Executive Leave</u>. Employee shall be entitled to eighty (80) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Administrative Leave.
- (3) <u>Group Medical, Dental, Life Insurance</u>. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.
- (4) <u>Social Security</u>. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.
- (5) <u>PERS Retirement</u>. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee shall remain at his current formula and level of 3% @ 60 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.
- (6) <u>Uniform/Boot Allowance</u>. The City shall provide Employee with an annual allowance for uniform/boot purchase by Employee in the amount of three hundred dollars (\$300.00), which shall be payable on the payday following the execution of this Agreement and on each payday immediately following the anniversary Employee's execution of this Agreement.

- For the good of the City and as <u>Travel/Professional Development.</u> provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the American Public Works Association (APWA) and its California affiliate chapter(s), the American Water Works Association (AWWA) and its California-Nevada affiliate chapter(s), the California Water Environment Association (CWEA), the California League of Cities, and fees and costs associated with other certifications.
- (9) <u>Dues/Subscriptions.</u> For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.
- (10) <u>Bonding</u>. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.
- (11) <u>Cell Phone</u>. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.
- (12) Other Fringe Benefits. Except as otherwise expressly provided in this Agreement; Employee shall be eligible for no other fringe benefits.
- (13) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

10. <u>TERMINATION OF AGREEMENT</u>.

- A. <u>Termination without Cause.</u> The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee's salary for the reminder of the Term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 53264, or other applicable law.
- B. <u>Termination for Cause</u>. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.
 - 1. Conviction of, or pleading of nolo contendre to, a felony;
- 2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - 3. Willful abandonment of duties;
- 4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
- 5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
- 6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.
- C. Abuse of Office: In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

- D. <u>Termination Due to Disability.</u> If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder may, at the discretion of the City Manager, be terminated.
- E. <u>Disputes</u>. Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.
- **11. ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the Parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.
- 12. REVIEW. Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.
- 13. <u>GOVERNING LAW.</u> This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.
- **14.** <u>MUTUALLY DRAFTED</u>. For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.
- **15. <u>HEADINGS, CAPTIONS.</u>** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.
- **16. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall Page 7 of 8

nevertheless remain in full force and effect in all other circumstances.

- 17. <u>WAIVER</u>. Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- **18. NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.
- 19. NOTICES. Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

This Agreement, which consists of eight pages in nineteen (19) numbered sections, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE	CITY OF WASCO	
Print Name	City Manager	_
Signature	Signature	
Date: <u>, 2021</u>	Date:, 2021_	