



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, October 5, 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. October 5, 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. October 5, 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:**
- 6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for 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: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and file departments payments totaling \$254,602.36
- b. Approval of City Council Minutes for the following:
 - 1. Special/Regular Meeting of June 15, 2021
 - 2. Special Budget Workshop Meeting of June 21, 2021
 - 3. Special Meeting of June 24, 2021
 - 4. Special Meeting of July 1, 2021
- c. Rejection of Bid Received for Uniform Rental and Laundry Services.
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the City Clerk and Deputy City Clerk to attend the New Law & Election Seminar Annual Conference on December 8 – 10, 2021, in Universal City, CA.
- e. Adopt A Resolution Approving a Submittal of an Application for Funding and Authorizing the City Manager or Designee(s) to Execute a Grant Agreement and Any Amendments Thereto From the 2020-2021 Funding Year of the State CDBG Program.
- f. Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Jaime Carillo for Sewer Service and Consent to Annexation and Approving an Application to the Local Agency Formation Commission for an Out of Area Service Review in Accordance with Government Code Section 56133 to Establish Sewer Service to 15487 Central Avenue Wasco, California.
- g. Adopt a Resolution Establishing Budget and Fiscal Policies for Human Resources and Capital Improvement Management.

- h. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with LAV // Pinnacle Engineering for Design and Engineering Services for the Central Avenue Neighborhood Park in an Amount Not to Exceed \$92,980.00 and allowing the City Manager to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of \$15,000.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS:

- a. Kern County Fire Department Report and Discussion regarding illegal fireworks. (Hurlbert)
- b. Adopt a Resolution Approving the Final Map for Phase 1 of Tract 7373 Accepting for Public Use all Dedications for the Purpose for which they are offered, Authorizing the City Manager and the City Clerk to sign the Subdivision Agreement, and Authorizing the City Clerk to Endorse the Map. (Villa)

12) NEW BUSINESS: None

13) REPORTS FROM COMMISSIONS 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:

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on September 30, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org

Monica Flores, Deputy 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.

Bill Pay

City Council: October 5, 2021

WARRANTS	AMOUNTS
A091521	10,047.41
G091321	72,226.81
G091521	138,865.22
G091621	4,551.59
G092021	11,474.24
G092221	7,201.87
WF083121	10,235.22
Grand Total	254,602.36

Verified By:
Finance Director

Isarel Perez
Hernandez

Digitally signed by: Isarel Perez-
Hernandez
DN: CN = Isarel Perez-Hernandez
email = isperez@cityofwasco.org
C = US O = City of Wasco
Date: 2021.09.29 12:55:44 -08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1 A091521	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	09/08/21	5097	MEDICAL CHECK RUN 09/08/21	2,353.88
2 A091521	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	09/14/21	5097	MEDICAL CHECK RUN 09/14/21	631.27
3 A091521	METROPOLITAN LIFE INSURANCE COMPANY	4932	T5059540570001 AUG21	5098	INS. PREMIUM AUG 2021	7,062.26
4 A091521 Total						10,047.41
5 G091321	AMERICAN REFUSE INC	183	110464	21851	RECYCLE 801 8TH ST AUG 2021	81.81
6 G091321	SULLY & SONS HYDRAULICS INC	366	0149325-IN	21859	DISPOSAL #23,UP & DOWN RAM SRVC	408.21
7 G091321	SULLY & SONS HYDRAULICS INC	366	0149327-IN	21859	DISPOSAL #18,TAIL GATE RAM SRVC	400.97
8 G091321	SULLY & SONS HYDRAULICS INC	366	0149332-IN	21859	DISPOSAL #23,IN 7 OUT RAM SRVC	464.41
9 G091321	BOOT BARN #26	1063	INV00122631	21853	FY 21/22 FRANK VILLANUEVA BOOT	200.00
10 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29493	21856	VPN Access - Luis Campos	310.00
11 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29529	21856	Neomi-Cannot Log In To The WiFi	271.25
12 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29530	21856	Neomi-Cannot Log In To The WiFi	77.50
13 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29531	21856	Scott-APC Battery Replacements	348.75
14 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29532	21856	Scott-Install Microsoft Visio Licensing	193.75
15 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29533	21856	MiCollab Authentication Key	155.00
16 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29534	21856	Luis Email Changes to Biri's Accounts	155.00
17 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29535	21856	VPN Access For Katheryn Virrey	437.50
18 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29536	21856	Wastewater Internet Down	271.25
19 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29537	21856	Kameron Munis Access	193.75
20 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29538	21856	Alert- Duplicate IP in Network:176798 - COW-PLAN	43.75
21 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29539	21856	Scott- Provide Delegated Access to Neomi	697.50
22 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29540	21856	Network And Email Access For New Hire Luis Campos	568.75
23 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29541	21856	Network And Email Access For New Hire Luis Campos	393.75
24 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29542	21856	Scott- Unifi Controller Access	348.75
25 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29543	21856	Maria-Create Generic Email, Forward All Of Daniel'	697.50
26 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29544	21856	Scott-Delegated Access to AD	38.75
27 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29545	21856	Scott-COW-LF-01 - Server PatchingS	162.50
28 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29546	21857	Maria-Add City Hall Line to Dial-A-Ride Phone	875.00
29 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29547	21856	Daniel- Policy & Process For Employee To Off-Board	438.75
30 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29598MS	21856	Monthly Billing-AUG 21 - Microsoft Exchange Online	366.00
31 G091321	DIAMOND TECHNOLOGIES, INC.	2724	29599SC	21857	Monthly AUG 21 MNG CENTRIC RMM-ANTI VIRUS SERVER	1,420.76
32 G091321	KAISER FOUNDATION HEALTH PLAN INC	4757	06/26/21-07/25/21	21858	INS. PREMIUM 06/26/21-07/25/21	633.66
33 G091321	KAISER FOUNDATION HEALTH PLAN INC	4757	07/26/21-08/25/21	21858	INS. PREMIUM 07/26/21-08/25/21	633.66
34 G091321	COLEMAN FROST LLP	4860	12784	21854	LEGAL SRVCS MAY 2021	1,200.00
35 G091321	COLEMAN FROST LLP	4860	12990	21854	LEGAL SRVCS JUL 2021	1,200.00
36 G091321	COUNTRY TIRE & WHEEL	4953	2212036	21855	DISPOSAL GENERAL FEE 2 MED TRK TIRES & 8PSGR TIRES	56.00
37 G091321	SIMPSON, DREW	5242	12	21852	WATER LEAK REPAIR ON 7TH ST	58,482.58
38 G091321 Total						72,226.81
39 G091521	BC LABORATORIES, INC.	63	B427653	21866	WWT SAMPLE TEST 08/26/21 INFLUENT MONITORING	70.00
40 G091521	CINTAS CORPORATION NO. 3	4480	4094887399	21869	UNIFORM SRVCS SEPT 21	230.53
41 G091521	CINTAS CORPORATION NO. 3	4480	4094191407	21869	UNIFORM SRVCS AUG 21	288.63
42 G091521	CINTAS CORPORATION NO. 3	4480	4095521020	21869	UNIFORMS 09/10/21	413.07
43 G091521	CITY OF WASCO/PUBLIC TRANSIT	1683	9847	21870	CNG FUEL AUG 21- TRANSPORTATION	613.67

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
44	G091521	CITY OF WASCO/PUBLIC TRANSIT	1683	9852	21870	CNG FUEL AUG 21- SANITATION	3,257.57
45	G091521	GENERAL OFFICE MACHINE COMPANY	1195	17542	21874	COPIER METER READING 08/01/21-09/01/21	389.12
46	G091521	PG & E COMPANY	85	28673832979 08/31/21	21881	UB 07/31/21-08/30/21 747 G ST	27,537.67
47	G091521	PG & E COMPANY	85	44600014086 09/09/21	21881	UB CENTRAL AVE & HWY 46 NW	86.03
48	G091521	PG & E COMPANY	85	54155040196 09/08/21	21881	UB CENTRAL AVE & HWY 46 NW FLASHING	12.78
49	G091521	AMERICAN REFUSE INC	183	111601	21864	SEPT 2021:RECYCLING AT 764 S T- FINANCE	81.81
50	G091521	AMERICAN REFUSE INC	183	111600	21864	SEPT 2021:RECYCLING AT 801 8TH ST - PW	81.81
51	G091521	BOOT BARN #26	1063	JCARRIEDO FY 21/22	21867	FY 21/22 JESUS CARRIEDO	200.00
52	G091521	KERN COUNTY SUP. OF SCHOOLS	25	AUG 2021	21878	SCHOOL FEES FOR AUG 21	83,489.56
53	G091521	BRIGHT HOUSE NETWORK, LLC	68	064162402083021	21868	INTERNET SRVCS 08/28/21 - 9/27/21 746 8TH ST	224.55
54	G091521	CLARK PEST CONTROL	117	28898007	21871	AUG 2021 PEST CONTROL SRVC @ 5409 7TH ST	51.00
55	G091521	JEFFRIES BROS., INC	140	93767	21876	MATERIAL FORK LIFT FUEL	48.33
56	G091521	STINSON STATIONERS INC	160	124044-0	21884	COPY-LASER PAPER FOR CITY HALL	378.77
57	G091521	THE GAS COMPANY	246	08961820373 AUG 21	21886	08/09/21-09/08/21 CITY YARD - 845 ST	17.89
58	G091521	THE GAS COMPANY	246	08331820137 AUG 21	21886	08/09/21 - 09/08/21 COURTHOUSE-757 F ST	20.99
59	G091521	AFFINITY TRUCK CENTER	405	F013227699:01	21862	DISPSOAL #13 NEW STARTER	350.33
60	G091521	AUTOZONE,INC	851	728786	21865	SHOP PARTS	153.25
61	G091521	AUTOZONE,INC	851	728943	21865	DISPOSAL #13 PM FILTERS	165.60
62	G091521	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075	0000105485	21879	PORTA POTTY SERVICE AT GREEN WASTE SITE	60.27
63	G091521	BILL KORETOFF	1291	1647	21860	2 MAIN BROOM REPLACEMENTS FOR #25 GLOBAL SWEEPER	966.00
64	G091521	FRED C. GILBERT CO. INC	1729	306389	21872	WELL 14 CHLORINE MATERIALS	1,726.15
65	G091521	ADVANTAGE ANSWERING PLUS	2564	000022-404-021	21861	ANSWERING SRVCS SEPT 21	405.55
66	G091521	JOHN KULAR CONSULTING	3734	1120	21877	AUG2021:MEETINGS,REPORTS,CALIBRATE MODEL WWTP	2,375.00
67	G091521	WITCHER ELECTRIC, INC.	3856	37505AA	21892	REPAIR CONTACTS AT WELL#12	324.06
68	G091521	VERIZON WIRELESS SERVICE LLC	4237	9887101516	21889	CELL PHONES & IPADS 08/26/2021-09/25/2021	1,344.23
69	G091521	GARDAWORLD	4266	10653211	21873	ARMORED TRANSPORTATION SERVICE FOR SEPT 21	369.42
70	G091521	LACAL EQUIPMENT INC.	4673	0350531-IN	21880	DISPOSAL#17 HOPPER BRAKERS	199.88
71	G091521	SAFETY-KLEEN SYSTEMS, INC	4768	86716634	21882	MATERIAL- PART CLEANER SERVICE	168.88
72	G091521	BRIAN L. EDICK	4770	AUG 2021	21890	AUG 2021 VET SERVICES	1,145.00
73	G091521	T-MOBILE	4899	964042089 AUG 21	21885	CELL PHONES 07/21/21-08/20/21	753.26
74	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38385	21875	FOR TIE-IN TO OUR SCADA SYSTEM	773.87
75	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38549	21875	PRESSURE TRANSMITTER INSTALLATION	3,417.05
76	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38760	21875	TROUBLESHOOTING PRESSURE MONITORING COMMUNICATION	760.19
77	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38761	21875	TROUBLESHOOTING PRESSURE MONITORING	1,114.32
78	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38762	21875	TROUBLESHOOTING LIFT STATION	695.85
79	G091521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38548	21875	TROUBLESHOOTING PRESSURE TRANSMITTER	1,409.43
80	G091521	VERIZON CONNECT NWF INC	4908	OSV000002513543	21888	MONTHLY GPS AUG 21 MULTIPLE DET	152.00
81	G091521	AMAZON CAPITAL SERVICES, INC	4968	1FDV-F6YR-7919	21863	NAME PLATE FOR PUBLIC WORKS DIRECTOR	8.65
82	G091521	AMAZON CAPITAL SERVICES, INC	4968	17JK-9HJD-LRMD	21863	CHIEF BUILDING INSPECTOR RETIREMENT	33.99
83	G091521	THE HOME DEPOT PRO	5006	638916049	21887	JANITORIAL SUPPLIES FOR FACILITIES	356.71
84	G091521	WILLIAM C. STATLER	5136	BILLING 5	21891	SEPT 21 FINANCIAL MANAGEMENT SRVCS/PER AGREEMENT 01/19/21	2,062.50
85	G091521	SALDANA, GENARO E.	5445	GRADE:D2 REIMB	21883	G.SALDANA CERTIFICATION RENEWAL GRADE D2	80.00
86	G091521 Total						138,865.22
87	G091621	J & J MARKET JAMES H. PARK	875	72275	21943	BUSINESS LICENSE OVERPAYMENT	5.00
88	G091621	J & J MARKET JAMES H. PARK	875	72276	21944	BUSINESS LICENSE OVERPAYMENT	111.00
89	G091621	POSO MANOR C/O VALLEY FAIR	881	72246	21984	BUSINESS LICENSE OVERPAYMENT	30.00
90	G091621	POSO MANOR C/O VALLEY FAIR	881	72247	21981	BUSINESS LICENSE OVERPAYMENT	27.00
91	G091621	POSO MANOR C/O VALLEY FAIR	881	72248	21982	BUSINESS LICENSE OVERPAYMENT	30.00
92	G091621	POSO MANOR C/O VALLEY FAIR	881	72249	21983	BUSINESS LICENSE OVERPAYMENT	30.00
93	G091621	DOLEX DOLLAR EXPRESS	1044	72361	21922	BUSINESS LICENSE OVERPAYMENT	357.00
94	G091621	DOLEX DOLLAR EXPRESS	1044	72362	21921	BUSINESS LICENSE OVERPAYMENT	0.40
95	G091621	IRA LAMB CO.-COMMERCIAL	1316	72384	21942	BUSINESS LICENSE OVERPAYMENT	30.00
96	G091621	IRA LAMB CO.-COMMERCIAL	1316	72385	21942	BUSINESS LICENSE OVERPAYMENT	20.00
97	G091621	LAMAR ADVERTISING OF BAKERSFIELD	1396	72337	21953	BUSINESS LICENSE OVERPAYMENT	37.00
98	G091621	LAMAR ADVERTISING OF BAKERSFIELD	1396	72338	21954	BUSINESS LICENSE OVERPAYMENT	40.00
99	G091621	LAMAR ADVERTISING OF BAKERSFIELD	1396	72339	21955	BUSINESS LICENSE OVERPAYMENT	40.00
100	G091621	SPARE ROOM MINI STORAGE	1575	72517	22002	BUSINESS LICENSE OVERPAYMENT	0.72
101	G091621	LA CANASTA FRUTERIA	1620	72399	21951	BUSINESS LICENSE OVERPAYMENT	16.00
102	G091621	MARY LEE	2506	72414	21962	BUSINESS LICENSE OVERPAYMENT	7.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
103	G091621	MARY LEE	2506	72415	21963	BUSINESS LICENSE OVERPAYMENT	10.00
104	G091621	MARY LEE	2506	72416	21964	BUSINESS LICENSE OVERPAYMENT	10.00
105	G091621	S & S ROOFING	2559	72521	21997	BUSINESS LICENSE OVERPAYMENT	0.10
106	G091621	TRIUMPH M LLC	4038	72177	22017	BUSINESS LICENSE OVERPAYMENT	0.30
107	G091621	TRIUMPH M LLC	4038	72200	22018	BUSINESS LICENSE OVERPAYMENT	27.00
108	G091621	VILLA ROSA APARTMENTS	4546	72257	22024	BUSINESS LICENSE OVERPAYMENT	84.20
109	G091621	VILLA ROSA APARTMENTS	4546	72258	22021	BUSINESS LICENSE OVERPAYMENT	67.00
110	G091621	VILLA ROSA APARTMENTS	4546	72259	22022	BUSINESS LICENSE OVERPAYMENT	70.00
111	G091621	VILLA ROSA APARTMENTS	4546	72260	22023	BUSINESS LICENSE OVERPAYMENT	70.00
112	G091621	LARA ENTERPRISES	4605	72446	21956	BUSINESS LICENSE OVERPAYMENT	14.82
113	G091621	LARA ENTERPRISES	4605	72447	21956	BUSINESS LICENSE OVERPAYMENT	6.33
114	G091621	LARA ENTERPRISES	4605	72448	21956	BUSINESS LICENSE OVERPAYMENT	30.00
115	G091621	LARA ENTERPRISES	4605	72449	21956	BUSINESS LICENSE OVERPAYMENT	30.00
116	G091621	AMERICAN HOMES 4 RENT MANAGEMENT HOLDING	5345	72182	21902	BUSINESS LICENSE OVERPAYMENT	143.50
117	G091621	AMERICAN HOMES 4 RENT MANAGEMENT HOLDING	5345	72183	21901	BUSINESS LICENSE OVERPAYMENT	50.40
118	G091621	RENTOKIL NORTH AMERICA INC.	5449	72162	21993	BUSINESS LICENSE OVERPAYMENT	20.00
119	G091621	ROSEDALE CONCRETE	5450	72166	21995	BUSINESS LICENSE OVERPAYMENT	17.00
120	G091621	EXPRESS PHARMACY #4	5451	72167	21929	BUSINESS LICENSE OVERPAYMENT	10.00
121	G091621	EXPRESS PHARMACY #4	5451	72168	21930	BUSINESS LICENSE OVERPAYMENT	10.00
122	G091621	EXPRESS PHARMACY #4	5451	72169	21928	BUSINESS LICENSE OVERPAYMENT	7.00
123	G091621	EXPRESS PHARMACY #4	5451	72170	21932	BUSINESS LICENSE OVERPAYMENT	110.00
124	G091621	EXPRESS PHARMACY #4	5451	72171	21931	BUSINESS LICENSE OVERPAYMENT	101.00
125	G091621	CAL ASSET SERVICES	5452	72172	21907	BUSINESS LICENSE OVERPAYMENT	11.00
126	G091621	SUNDOWNER SOLAR	5454	72174	22008	BUSINESS LICENSE OVERPAYMENT	10.00
127	G091621	TESLA ENERGY	5458	72179	22012	BUSINESS LICENSE OVERPAYMENT	50.70
128	G091621	JON CASEY CONSTRUCTION, INC.	5460	72181	21947	BUSINESS LICENSE OVERPAYMENT	3.50
129	G091621	LUCY'S BARBER & BEAUTY SALON	5461	72184	21960	BUSINESS LICENSE OVERPAYMENT	55.00
130	G091621	PROTECT YOUR HOME	5462	72185	21991	BUSINESS LICENSE OVERPAYMENT	0.10
131	G091621	PROTECT YOUR HOME	5462	72186	21992	BUSINESS LICENSE OVERPAYMENT	44.40
132	G091621	STANLEY CONVERGENT SECURITY SOLUTIONS	5463	72187	22007	BUSINESS LICENSE OVERPAYMENT	20.00
133	G091621	SACKTIME CONSTRUCTION, INC	5465	72189	21998	BUSINESS LICENSE OVERPAYMENT	70.00
134	G091621	O'REILLY AUTO PARTS #4936	5470	72194	21971	BUSINESS LICENSE OVERPAYMENT	5.00
135	G091621	O'REILLY AUTO PARTS #4936	5470	72195	21972	BUSINESS LICENSE OVERPAYMENT	19.25
136	G091621	O'REILLY AUTO PARTS #4936	5470	72196	21974	BUSINESS LICENSE OVERPAYMENT	72.25
137	G091621	O'REILLY AUTO PARTS #4936	5470	72197	21973	BUSINESS LICENSE OVERPAYMENT	53.25
138	G091621	CIRCULATING AIR INC.	5471	72213	21914	BUSINESS LICENSE OVERPAYMENT	0.10
139	G091621	CIRCULATING AIR INC.	5471	72214	21915	BUSINESS LICENSE OVERPAYMENT	0.40
140	G091621	PROMOTION PLUS SIGN CO.,INC.	5472	72219	21990	BUSINESS LICENSE OVERPAYMENT	17.00
141	G091621	PROMOTION PLUS SIGN CO.,INC.	5472	72220	21989	BUSINESS LICENSE OVERPAYMENT	7.90
142	G091621	ESTEBAN PUENTES APARTMENTS	5473	72243	21925	BUSINESS LICENSE OVERPAYMENT	7.00
143	G091621	ESTEBAN PUENTES APARTMENTS	5473	72244	21926	BUSINESS LICENSE OVERPAYMENT	30.00
144	G091621	ESTEBAN PUENTES APARTMENTS	5473	72245	21927	BUSINESS LICENSE OVERPAYMENT	40.00
145	G091621	WATERMILL EXPRESS	5474	72250	22027	BUSINESS LICENSE OVERPAYMENT	47.00
146	G091621	WATERMILL EXPRESS	5474	72251	22026	BUSINESS LICENSE OVERPAYMENT	38.70
147	G091621	BRIAN & SONIA BANGI	5475	72252	21905	BUSINESS LICENSE OVERPAYMENT	49.00
148	G091621	BRIAN & SONIA BANGI	5475	72253	21906	BUSINESS LICENSE OVERPAYMENT	49.00
149	G091621	PARKVIEW MOBILE ESTATES	5476	72254	21978	BUSINESS LICENSE OVERPAYMENT	21.00
150	G091621	PARKVIEW MOBILE ESTATES	5476	72255	21976	BUSINESS LICENSE OVERPAYMENT	1.00
151	G091621	PARKVIEW MOBILE ESTATES	5476	72256	21977	BUSINESS LICENSE OVERPAYMENT	21.00
152	G091621	PARKVIEW MOBILE ESTATES	5476	72523	21975	BUSINESS LICENSE OVERPAYMENT	0.10
153	G091621	BRANDON PLUMBING INC	5477	72261	21904	BUSINESS LICENSE OVERPAYMENT	0.50
154	G091621	FRITO-LAY INC	5478	72262	21935	BUSINESS LICENSE OVERPAYMENT	40.00
155	G091621	FRITO-LAY INC	5478	72263	21936	BUSINESS LICENSE OVERPAYMENT	75.00
156	G091621	ADVENTIST HEALTH-WASCO	5479	72264	21895	BUSINESS LICENSE OVERPAYMENT	2.96
157	G091621	AMERI PRIDE SERVICES	5480	72265	21899	BUSINESS LICENSE OVERPAYMENT	3.20
158	G091621	AMERI PRIDE SERVICES	5480	72266	21900	BUSINESS LICENSE OVERPAYMENT	10.00
159	G091621	UNIVERSAL TREE SERVICE	5482	72267	22019	BUSINESS LICENSE OVERPAYMENT	30.00
160	G091621	K & Z CABINET CO., INC.	5483	72268	21948	BUSINESS LICENSE OVERPAYMENT	19.43
161	G091621	ALMOND COURT PARTNERS	5484	72269	21896	BUSINESS LICENSE OVERPAYMENT	27.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
162	G091621	ALMOND COURT PARTNERS	5484	72270	21897	BUSINESS LICENSE OVERPAYMENT	30.00
163	G091621	ALMOND COURT PARTNERS	5484	72271	21898	BUSINESS LICENSE OVERPAYMENT	30.00
164	G091621	CENTRAL CALIFORNIA CONSTRUCTION, INC.	5485	72272	21911	BUSINESS LICENSE OVERPAYMENT	0.40
165	G091621	T-MOBILE WEST, LLC	5486	72273	22010	BUSINESS LICENSE OVERPAYMENT	39.00
166	G091621	STANLEY ACCESS, INC	5487	72274	22006	BUSINESS LICENSE OVERPAYMENT	0.10
167	G091621	ELITE MAINTENANCE & TREE SERVICE	5488	72277	21924	BUSINESS LICENSE OVERPAYMENT	0.10
168	G091621	FRANK SANCHEZ AG, LLC.	5489	72278	21934	BUSINESS LICENSE OVERPAYMENT	0.40
169	G091621	SAFETY STRIPING SERVICES, INC.	5490	72287	22000	BUSINESS LICENSE OVERPAYMENT	0.40
170	G091621	CUSTOM FENCE CO.	5491	72288	21919	BUSINESS LICENSE OVERPAYMENT	50.00
171	G091621	SPRAY TECH PAINTING	5492	72291	22003	BUSINESS LICENSE OVERPAYMENT	10.00
172	G091621	CURTIS ELECTRICAL CONSTRUCTION	5493	72296	21918	BUSINESS LICENSE OVERPAYMENT	13.90
173	G091621	SAFE STEP WALK-IN TUB	5494	72297	21999	BUSINESS LICENSE OVERPAYMENT	118.00
174	G091621	NMHG FINANCIAL SERVICE, INC	5495	72298	21969	BUSINESS LICENSE OVERPAYMENT	15.50
175	G091621	CAPITOL VALLEY ELECTRIC, INC	5496	72301	21909	BUSINESS LICENSE OVERPAYMENT	0.10
176	G091621	LA FONDA TAQUERIA	5497	72303	21952	BUSINESS LICENSE OVERPAYMENT	0.10
177	G091621	STAN'S DISCOUNT ROOTER & PLUMBING REPAIR	5499	72334	22004	BUSINESS LICENSE OVERPAYMENT	0.10
178	G091621	STAN'S DISCOUNT ROOTER & PLUMBING REPAIR	5499	72335	22005	BUSINESS LICENSE OVERPAYMENT	17.00
179	G091621	CONTROL FIRE PROTECTION	5501	72340	21917	BUSINESS LICENSE OVERPAYMENT	0.10
180	G091621	CONTROL FIRE PROTECTION	5501	72341	21917	BUSINESS LICENSE OVERPAYMENT	11.00
181	G091621	ACTION GLASS INC.	5502	72348	21894	BUSINESS LICENSE OVERPAYMENT	2.00
182	G091621	GRANT'S SHOP	5503	72349	21938	BUSINESS LICENSE OVERPAYMENT	60.00
183	G091621	MORTON & BROWN PLUMBING, INC.	5504	72350	21966	BUSINESS LICENSE OVERPAYMENT	20.00
184	G091621	MORTON & BROWN PLUMBING, INC.	5504	72351	21966	BUSINESS LICENSE OVERPAYMENT	47.00
185	G091621	MORTON & BROWN PLUMBING, INC.	5504	72352	21966	BUSINESS LICENSE OVERPAYMENT	5.90
186	G091621	GRIJALVA CONTRACTOR, INC.	5510	72358	21939	BUSINESS LICENSE OVERPAYMENT	177.00
187	G091621	SUPERIOR CONSTRUCTION	5511	72359	22009	BUSINESS LICENSE OVERPAYMENT	20.00
188	G091621	HALL AMBULANCE SERVICE INC	5513	72365	21940	BUSINESS LICENSE OVERPAYMENT	0.20
189	G091621	ELITE LANDSCAPE CONSTRUCTION	5514	72366	21923	BUSINESS LICENSE OVERPAYMENT	0.10
190	G091621	SIMMONS CONSTRUCTION, INC	5515	72367	22001	BUSINESS LICENSE OVERPAYMENT	54.18
191	G091621	GARCIA TRUCKIN LLC	5517	72369	21937	BUSINESS LICENSE OVERPAYMENT	0.10
192	G091621	PRISCILLAS BOUTIQUE	5518	72375	21988	BUSINESS LICENSE OVERPAYMENT	6.00
193	G091621	PRISCILLAS BOUTIQUE	5518	72376	21987	BUSINESS LICENSE OVERPAYMENT	0.80
194	G091621	HOYETT'S SANDWICH SHOP	5519	72377	21941	BUSINESS LICENSE OVERPAYMENT	0.10
195	G091621	WINGATE REAL ESTATE (POETTGEN TRUST)	5521	72379	22028	BUSINESS LICENSE OVERPAYMENT	50.00
196	G091621	PRECISION HAY CO.	5522	72380	21985	BUSINESS LICENSE OVERPAYMENT	51.00
197	G091621	PRECISION HAY CO.	5522	72381	21985	BUSINESS LICENSE OVERPAYMENT	50.00
198	G091621	CONTRA COSTA ELECTRIC, INC	5523	72382	21916	BUSINESS LICENSE OVERPAYMENT	0.30
199	G091621	WINGATE REAL ESTATE	5524	72383	22029	BUSINESS LICENSE OVERPAYMENT	20.00
200	G091621	NORWEST ELECTRIC INC	5525	72386	21970	BUSINESS LICENSE OVERPAYMENT	15.00
201	G091621	TERMINIX INTERNATIONAL CO. L.P	5526	72387	22011	BUSINESS LICENSE OVERPAYMENT	10.00
202	G091621	VILLA HERMOSA	5527	72389	22020	BUSINESS LICENSE OVERPAYMENT	27.00
203	G091621	VILLA HERMOSA	5527	72390	22020	BUSINESS LICENSE OVERPAYMENT	30.00
204	G091621	VILLA HERMOSA	5527	72391	22020	BUSINESS LICENSE OVERPAYMENT	30.00
205	G091621	TIGER'S T.K.D.	5528	72392	22013	BUSINESS LICENSE OVERPAYMENT	20.00
206	G091621	TIGER'S T.K.D.	5528	72393	22013	BUSINESS LICENSE OVERPAYMENT	1.00
207	G091621	AMERICAN TECHNOLOGIES, INC. (ATI)	5529	72394	21903	BUSINESS LICENSE OVERPAYMENT	0.20
208	G091621	AMERICAN TECHNOLOGIES, INC. (ATI)	5529	72395	21903	BUSINESS LICENSE OVERPAYMENT	16.00
209	G091621	WASCO MOTEL (SURJIT KUMAR)	5530	72400	22025	BUSINESS LICENSE OVERPAYMENT	1.00
210	G091621	WASCO MOTEL (SURJIT KUMAR)	5530	72401	22025	BUSINESS LICENSE OVERPAYMENT	61.00
211	G091621	WASCO MOTEL (SURJIT KUMAR)	5530	72402	22025	BUSINESS LICENSE OVERPAYMENT	61.00
212	G091621	MENDOZA'S GARDENING SERVICE	5531	72404	21965	BUSINESS LICENSE OVERPAYMENT	20.00
213	G091621	WINGATE REAL ESTATE (JESSIE ZAPATA)	5532	72408	22030	BUSINESS LICENSE OVERPAYMENT	30.00
214	G091621	WINGATE REAL ESTATE (JESSIE ZAPATA)	5532	72409	22030	BUSINESS LICENSE OVERPAYMENT	30.00
215	G091621	LITTLE STAR THRIFT STORE	5533	72413	21958	BUSINESS LICENSE OVERPAYMENT	1.00
216	G091621	LAW OFFICE OF DARRELL H. VOTH	5534	72417	21957	BUSINESS LICENSE OVERPAYMENT	60.00
217	G091621	CC DOUBLE EAGLE, LLC	5535	72418	21910	BUSINESS LICENSE OVERPAYMENT	27.00
218	G091621	ROSE VALLEY TOWNHOMES	5536	72445	21994	BUSINESS LICENSE OVERPAYMENT	30.00
219	G091621	PICKINPAUGH CONCRETE CONSTRUCTION	5537	72450	21980	BUSINESS LICENSE OVERPAYMENT	80.50
220	G091621	WENDELL S. WEST	5538	72458	21893	BUSINESS LICENSE OVERPAYMENT	0.10

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
221	G091621	TOWNE & COUNTRY LIQUOR	5539	72462	22014	BUSINESS LICENSE OVERPAYMENT	87.00
222	G091621	CYRSTAL CREAMERY	5540	72489	21920	BUSINESS LICENSE OVERPAYMENT	7.00
223	G091621	M & S SECURITY SERVICE	5541	72491	21961	BUSINESS LICENSE OVERPAYMENT	88.00
224	G091621	LOW PRICE WHOLESALE DIST.	5542	72501	21959	BUSINESS LICENSE OVERPAYMENT	5.00
225	G091621	J.R. BODYWORKS	5543	72502	21945	BUSINESS LICENSE OVERPAYMENT	0.20
226	G091621	CERTIS USA LLC	5544	72504	21912	BUSINESS LICENSE OVERPAYMENT	0.10
227	G091621	FERGUSON ENTERPRISES INC	5545	72505	21933	BUSINESS LICENSE OVERPAYMENT	7.00
228	G091621	TRIANGLE EYE INSTITUTE	5546	72508	22015	BUSINESS LICENSE OVERPAYMENT	8.50
229	G091621	TRIANGLE EYE INSTITUTE	5546	72509	22016	BUSINESS LICENSE OVERPAYMENT	66.50
230	G091621	CIRCLE K #1161	5547	72510	21913	BUSINESS LICENSE OVERPAYMENT	18.20
231	G091621	PEREZ LAWN SERVICE	5549	72513	21979	BUSINESS LICENSE OVERPAYMENT	1.00
232	G091621	PRISCILLA'S TAX SERVICE	5550	72514	21986	BUSINESS LICENSE OVERPAYMENT	0.80
233	G091621	JEAN & GENE'S CARE HOME	5552	72516	21946	BUSINESS LICENSE OVERPAYMENT	70.00
234	G091621	KRAFT-NABISCO	5554	72519	21950	BUSINESS LICENSE OVERPAYMENT	20.00
235	G091621	KIMBERLITE CORPORATION	5555	72520	21949	BUSINESS LICENSE OVERPAYMENT	3.10
236	G091621	ROY DAVIES INC.	5556	72522	21996	BUSINESS LICENSE OVERPAYMENT	36.00
237	G091621	NATALIE GARCIA RENTALS	5558	72525	21967	BUSINESS LICENSE OVERPAYMENT	20.00
238	G091621	NATALIE GARCIA RENTALS	5558	72526	21968	BUSINESS LICENSE OVERPAYMENT	20.00
239	G091621	CAMPBELL CHIROPRACTIC	5559	72527	21908	BUSINESS LICENSE OVERPAYMENT	20.00
240	G091621 Total						4,551.59
241	G092021	BC LABORATORIES, INC.	63	B424610	22033	WTR SAMPLE TEST 08/04/21 DRINKING WTR-EDT	1,320.00
242	G092021	BC LABORATORIES, INC.	63	B424669	22033	WTR SAMPLE TEST 07/20/21 BACTERIOLOGICAL	70.00
243	G092021	BC LABORATORIES, INC.	63	B425645	22033	WTR SAMPLE TEST 08/03/21 BACTERIOLOGICAL	70.00
244	G092021	BC LABORATORIES, INC.	63	B426005	22033	WTR SAMPLE TEST 08/10/21 BACTERIOLOGICAL	70.00
245	G092021	BC LABORATORIES, INC.	63	B426714	22033	WTR SAMPLE TEST 08/18/21 BACTERIOLOGICAL	70.00
246	G092021	BC LABORATORIES, INC.	63	B426886	22033	WTR SAMPLE TEST 08/19/21 BACTERIOLOGICAL	42.00
247	G092021	BC LABORATORIES, INC.	63	B427361	22033	WTR SAMPLE TEST 08/24/21 BACTERIOLOGICAL	70.00
248	G092021	BC LABORATORIES, INC.	63	B421335	22033	WTR SAMPLE TEST 06/17/21 BACTERIOLOGICAL	28.00
249	G092021	BC LABORATORIES, INC.	63	B423962	22033	WWT SAMPLE TEST 07/20/21 INFLUENT MONITORING	153.00
250	G092021	BC LABORATORIES, INC.	63	B424166	22033	WWT SAMPLE TEST 07/27/21 INFLUENT MONITORING	70.00
251	G092021	PG & E COMPANY	85	0008034918-6	22038	NW NE SE 9 27 24 JUL 2021	56.06
252	G092021	AUTOZONE,INC	851	5346048921	22032	MATERIAL -PYROIL STARTING FLUID	4.02
253	G092021	GARDAWORLD	4266	20495686	22035	EXCESS SERVICES FOR AUG 2021	47.67
254	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52170	22036	DC STORED PRESSURE FE ANNUAL MAINT.	408.73
255	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52258	22036	DC STORED PRESSURE FE ANNUAL MAINT	505.11
256	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52171	22036	DC STORED PRESSURE FE ANNUAL MAINT	94.47
257	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52242	22036	DC STORED PRESSURE FE ANNUAL MAINT	18.89
258	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52243	22036	DC STORED PRESSURE FE ANNUAL MAINT	37.79
259	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52244	22036	DC STORED PRESSURE FE ANNUAL MAINT	75.58
260	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52245	22036	DE STORED PRESSURE FE ANNUAL MAINT	75.58
261	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52246	22036	DE STORED PRESSURE FE ANNUAL MAINT	270.31
262	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52247	22036	DC STORED PRESSURE FE ANNUAL MAINT	194.73
263	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52250	22036	DC STORED PRESSURE FE ANNUAL MAINT	212.83
264	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52251	22036	DC STORED PRESSURE FE ANNUAL MAINT	259.47
265	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52248	22036	DC STORED PRESSURE FE ANNUAL MAINT	56.68
266	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52249	22036	DC STORED PRESSURE FE ANNUAL MAINT	94.47
267	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52252	22036	DC STORED PRESSURE FE ANNUAL MAINT	124.94
268	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52253	22036	DC STORED PRESSURE FE ANNUAL MAINT	54.47
269	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52254	22036	DC STORED PRESSURE FE ANNUAL MAINT	56.68
270	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52255	22036	DC STORED PRESSURE FE ANNUAL MAINT	138.05
271	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52256	22036	DC STORED PRESSURE FE ANNUAL MAINT	56.68
272	G092021	INDEPENDENT FIRE AND SAFETY INC.	135	52168	22036	DC STORED PRESSURE FE ANNUAL MAINT	37.79
273	G092021	SANDOVAL INDUSTRIES LLC	1180	911	22039	NITROGEN BOTTLE FOR A/C	16.24
274	G092021	COUNTRY AUTO & TRUCK, INC.	3008	728943	22034	DISPOSAL #13,PM FILTERS	165.60
275	G092021	INFO SEND, INC.	4244	194241	22037	INSERT:COW NEWSLETTER,DELINQUENT NOTICE,STATEMENTS	4,822.45
276	G092021	SOUTHWESTERN EQUIPMENT COMPANY	4791	040402	22040	DISPOSAL #14, 24 TAILGATE SEALS	190.95
277	G092021	SWAGIT PRODUCTIONS, INC	5178	18618	22041	VIDEO STREAMING SERVICES AUG 2021	1,435.00
278	G092021 Total						11,474.24
279	G092221	BC LABORATORIES, INC.	63	B428825	22044	WWT SAMPLE TEST 09/09/20 INFLUENT MONITORING	70.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
280	G092221	PG & E COMPANY	85	87027247011 09/10/21	22051	UB AGRICULTURE (PAUL FARMS) 09/10/21	416.98
281	G092221	COUNTRY TIRE & WHEEL	4953	2213380	22045	MANAGEMENT #M3, 4 NEW TIRES	381.09
282	G092221	THE GAS COMPANY	246	08207136329 SEPT 21	22054	08/11/21-09/10/21 MULTIPLE ADDRESSES	139.85
283	G092221	AFFINITY TRUCK CENTER	405	F013228083:01	22042	SERPENTINE BELT	43.04
284	G092221	AUTOZONE,INC	851	5346098178	22043	D.A.R #60, REAR BRAKES ROTORA & CALIPERS	311.93
285	G092221	AUTOZONE,INC	851	5346097405	22043	CODE COMP #07, BRAKES ROTORS FRONT & BACK	346.40
286	G092221	VERIZON CONNECT NWF INC	4908	OSV00002540831	22055	MONTHLY GPS AUG 21 MULTIPLE DEPT	129.94
287	G092221	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS AUG 21	22049	WASCO GATE FEE AUG 2021 STREET SWEEPING	903.15
288	G092221	CUMMINS INC	376	Y8-12395	22046	DISPOSAL TRUCK REPAIRS #25, SPARK PLUGS & COILS. IGNITIONS	1,506.39
289	G092221	W.W. GRAINGER INC	415	9040999519	22047	REPLACEMENT FAN BLADES FOR BLOWER	212.07
290	G092221	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN0011128	22048	CONTRACT/AUDIT SRVCS SALES Q1/2021	1,238.25
291	G092221	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S160005	22053	21/22 ANNUAL PERMITS TO OPERATE	290.00
292	G092221	KERN MACHINERY	4011	101-892943	22050	WASTE WATER #44, TRACTOR THE BUCKET RAM NEEDS TO BE REPLACE	1,044.39
293	G092221	READYREFRESH BY NESTLE	4027	1110018613430	22052	08/15/21-09/14/21 DRINKING WTR @5410 7TH ST	168.39
294	G092221 Total						7,201.87
295	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121FIN	5100	KERNDATA.COM ANNUAL SUBS 9 USERS 08/21 & TABS	3,409.25
296	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121FL	5100	TRAINING & HOSE FITTINGS/YELLOW SPREY & SUPPLIES	466.06
297	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121GS	5100	MAINTENANCE & REPLACEMENTS PARTS FOR LANDSCAPE	354.71
298	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121HK	5100	PAINT FOR SHERIFF & MATERIALS FOR LABOR CAMP & KEY	733.42
299	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121HC	5100	SINK PARTS/CNG FUELS/NEW BATTERY/MATERIALS	1,523.65
300	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121HM	5100	CALCULATOR/REYNA LUNCH/RAT TRAPS	109.08
301	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121LF	5100	POUTRY WET WOODS FOR KITTENS/MUZZLES	248.36
302	WF083121	WELLS FARGO CREDIT CARD	4426	WF0831211MM	5100	SUPPLIES/POSTAGE/SIGNATURE STAMP/BUSINESS CARDS	855.46
303	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121SC	5100	Letter Postages	14.00
304	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121MC	5100	HOSE FITTINGS/SUPPLIES/GREASE/MARKING FLAGS	554.29
305	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121PLAN	5100	TAPE MEASURE/SHIRTS FOR BIKE RODEO/RETIREMENT GIFT	814.26
306	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121PW	5100	TRAINING FOR KEVIN HACKER & KAMERON ARNOLD	750.00
307	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121SC.	5100	8 led lights & DOWNTOWN LIGHTS	474.24
308	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121SM	5100	Kitten Food	24.79
309	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121VN	5100	HR postage	14.00
310	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121VL	5100	REFUNDED REGISTRATION 2021 APWA PWX	(924.00)
311	WF083121	WELLS FARGO CREDIT CARD	4426	WF083121WC.	5100	MEMBERSHIP RENEWAL/STAMP/POLO SHIRTS/LUNCHEON	813.65
312	WF083121 Total						10,235.22
313						GRAND TOTAL	254,602.36

MINUTES
WASCO CITY COUNCIL

and Successor Agency to the
Former Redevelopment Agency

Meeting of June 15, 2021

Special/Regular Meeting – 6:00 p.m.

Via Zoom Webinar

SPECIAL MEETING – 6:00 pm

1) CALL TO ORDER:

The meeting was called to order by Mayor Garcia at 6:02 p.m. and announced that the meeting was being held to 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.

2) FLAG SALUTE: Led by Mayor Garcia.

3) ROLL CALL:

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

4) PUBLIC COMMENTS:

Tania Cordova commented on a non-agendized item.

5) NEW BUSSINESS:

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

Res#2021-3617

PowerPoint Presentation by Deputy Public Works Director Villa

- Emergency Reports

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

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

6) ADJOURNMENT:

Mayor Garcia adjourned the special meeting at 6:15 PM.

REGULAR MEETING: - 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:16 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: Observed a moment of silence

4) ROLL CALL:

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

Absent: Council Member Cortez

5) PRESENTATIONS:

a. Proclamation for Juneteenth

Mayor Garcia presented the proclamation to Marcus Ballard.

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

Presentation by David Villarino President and CEO of Farmworkers Institute of Education & Leadership Development.

6) PUBLIC COMMENTS: None

7) SUCCESSOR AGENCY BUSINESS:

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

Reso#2021-025

Motion was made by Chairman Garcia, **seconded** by Vice-Chairman Reyna to approve item 7a with the amended changes of the effective date July 1, 2021, by the following roll call vote:

AYES: GARCIA, REYNA, MARTINEZ, PALLARES

NOES: NONE

ABSTAIN: NONE

ABSENT: CORTEZ

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

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

Reso#2021-062

Motion was made by Director Martinez, **seconded** by Director Pallares to approve item 8a with the amended changes of the effective date July 1, 2021, by the following roll call vote:

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

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and file departments totaling \$22,415.26
- b. Adopt a Resolution Authorizing Michael Scott Hurlbert, the Signing Authority for all City Bank Accounts.
Reso#2021-3627
- c. Adopt a Resolution Authorizing the City Manager to Sign a Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2021-22 on its behalf.
Reso#2021-3618
- d. Adopt a Resolution Adopting a List of Projects for Fiscal Year 2021-22 Funded by SB 1: The Road Repair and Accountability Act of 2017.
Reso#2021-3628
- e. Adopt a Resolution Authorizing the City Manager to Enter Into An Agreement with Badawi and Associates for Auditor Services.
Reso#2021-3619
Agmt#2021-030

Motion was made by Mayor Pro Tem Reyna, **seconded** by Council Member Martinez to approve the Consent Calendar with adding the effective date of July 1, 2021, in the Resolution for 9b, by the following roll call vote:

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

10) PUBLIC HEARINGS:

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

Reso#2021-3621

Staff comments made by Public Works Director Bishop.

Mayor Garcia opened the public hearing at 6:51 pm.

Mayor Garcia closed the public hearing at 6:52 pm.

Motion by Mayor Garcia, **seconded** by Member Martinez to approve item 10a by the following roll call vote:

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

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Discussion and Possible Minute Action on Commemorating Pride Month. (Mayor Garcia)

Mayor Garcia proposed to the Council to raise the Pride Flag for the remainder of Pride month, June 2021, in honor of the contributions of the LGBT community, individuals, and youth.

City Clerk Martinez read email comments from;

- Maricela Acebedo
- Sharon Nicol
- Janice Clement

Public comments from:

- Sal Solorio Ruiz
- Cindy Banducci
- John Winkler
- Fernando
- Tania Cordova
- Taylor
- Olivia Guterrez
- Marcus Ballard
- Socorro Sanchez
- Dina Hallmark
- Bryan Osorio-Trujillo
- Ryan Salinas

- Fernando
- Traci Mills Clendenen
- Timothy Holtermann
- Aurora Macias
- Donna Ward
- Christian Romo
- Julie Sanchez Ochoa
- Caleb Dobbs
- Carlos Harrison
- Raphael Castro
- Ms. Garcia

City Clerk Martinez read email comments from;

- Kathy Snow
- Robyn Dobbs
- Nelisa Vega
- Belinda Martinez
- Crystal Vega

Motion by Mayor Garcia, **seconded** by Council Member Pallares to approve item 12a by the following roll call vote:

Motion failed by the following roll call vote;

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

- b. Adopt a Resolution to Authorize the Adoption of the Caltrans Local Assistance Procedures Manual Chapter 10.

Reso#2021-3622

Presentation by Public Works Director Bishop

Motion by Mayor Garcia, **seconded** by Mayor Pro Tem to approve item 12b by the following roll call vote:

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

Mayor Garcia called a five-minute recess at 8:07 PM.
Mayor Garcia resumed the meeting at 8:12 PM.

- c. Adopt a Resolution Approving the Cost Report for Abatement of Weeds, Trash, Rubbish, Property Board-up, and Approving the Cost Report for Outstanding Fines, Assessing the Cost Thereof and Imposing Liens Pursuant to City of Wasco Municipal Code Chapters 8.24 and 17.80 in the Amount of \$14,886.00.

Reso#2021-3623

Presentation by Community Development Director Cobb.

Public Comments by Tania Cordova

Motion by Mayor Garcia, **seconded** by Member Martinez to approve item 12c with the removal of the fine amount for 2102 3rd Street, by the following roll call vote:

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

- d. Adopt a Resolution Declaring the City's Intention to Review the Improvements and Assessments for Wasco Maintenance District No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2021-22 and Authorizing the City Clerk to Publish the Resolution Setting the Public Hearing for July 6, 2021. (Bishop)

Reso#2021-3620

Presentation by Public Works Director Bishop.

Motion by Mayor Garcia, **seconded** by Mayor Pro Tem Reyna to approve item 12d by the following roll call vote:

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

- e. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Affinity Truck Center in the Amount of \$716,399.87 to Purchase Two Refuse Trucks via Sourcewell Contract #060920-ATC and Authorize the City Manager to Adjust Original 2020-21 Capital Improvement Plan Project No. 20238 Budgeted Amount to \$725,000.

Reso#2021-3624

Agmt#2021-031

Presentation by Public Works Director Bishop.

Motion by Mayor Pro Tem Reyna, **seconded** by Mayor Garcia to approve item 12d by the following roll call vote:

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

- f. Adopt a Resolution of the City Council of the City of Wasco Approving an Agreement by and between the City of Wasco and the County of Kern to Provide Law Enforcement Services Within the City of Wasco.

Reso#2021-3625

Agmt#2021-032

Presentation by City Manager Ortiz Hernandez.

Motion by Mayor Garcia, **seconded** by Mayor Pro Tem Reyna to approve item 12d with the stipulation that the DUI and DWI language be included in the contract by the following roll call vote:

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

- g. Adopt a Resolution to Approve the Amended Employment Agreement Terms Between Roger Mobley and the City of Wasco.

Reso#2021-3626

Agmt#2021-021(1)

Presentation by City Manager Ortiz Hernandez.

Motion by Mayor Garcia, **seconded** by Council Member Martinez to approve item 12g by the following roll call vote:

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

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)

Council Member Martinez:

Code Compliance concerns;

- If citations can be issued for illegal fireworks
- Complaints regarding sidewalk damage due to city planted trees.

14) REPORTS FROM KC FIRE AND SHERIFF:

Representative Ira Pershkin from the Kern County Fire Station 31 updated the Council with recent fire reports.

Public comment by Tina Newman.

Seargent Martinez updated the Council on recent crime reports.

15) REPORTS FROM CITY MANAGER:

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

- The State Water Board extended the Moratorium on water shut-offs to September 30, 2021.
- Update on California Rail Builders and High-Speed Rail replacement of the required water well.
- Governor Newsom is lifting some provisions for Covid-19, and CAL-OSHA will decide when will be able to resume council meeting in person. CAL-OSHA will meet on June 17, 2021.
- Thanked the City Council for the opportunity to serve the community, and this will be his final Regular Council meeting.

16) REPORTS FROM CITY COUNCIL:

Mayor Pro Tem Reyna:

- Thanked City Manager Ortiz Hernandez for doing an outstanding job and wished him the best.
- Thanked the staff for issuing the reports and all their hard work.

Council Member Martinez:

- Thanked City Manager Ortiz Hernandez for his tireless service to the City of Wasco.
- Thanked the staff for their work

Mayor Garcia:

- Appreciates City Manager Ortiz Hernandez's steady leadership and work to fulfill his promise to get the budget done.
- First Resource Fair on Friday, June 18, 2021

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 9:37 PM

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL

and Successor Agency to the
Former Redevelopment Agency

Monday, June 21, 2021

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

SPECIAL BUDGET WORKSHOP MEETING – 6:00 pm.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:00 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) ROLL CALL:

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

Absent: Council Member Cortez

4) PUBLIC COMMENTS: None

5) NEW BUSINESS:

- a. The Preliminary Proposed Annual Operation Budget and Capital Improvement Projects for the Fiscal Year of 2021-2022 (Perez-Hernandez)

PowerPoint presentation by Finance Director Perez-Hernandez:

- Preliminary Annual Budget Review

Significant increases to the preliminary annual budget are as follows;

Measure X:

- \$55,518.00 for body-worn cameras for the Sheriff Department substation
- \$60,000.00 for a Calming Measure Study

Planning:

- \$39,629.00 for Consulting Services for the former Planning Director, Roger Mobley

Building Inspections:

- \$30,000.00 Emergency Building Inspector Services

Human Resources:

- \$27,350.00 Job Recruitment

Information Technology:

- \$171,156.00 Operating Costs

Deputy Public Works Director

- \$78,401.00 General Fund
- \$27,038 Enterprise Fund

Liability Insurance

- \$15,000.00

Discussion and general direction only; no action taken.

Budget will be brought back to Council for discussion and review at the next Special Budget Workshop meeting.

6) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 6:19 PM.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL

and Successor Agency to the
Former Redevelopment Agency

Thursday, June 24, 2021

Special Meeting – 6:00 p.m.

Via Zoom Webinar

SPECIAL MEETING – 6:00 pm.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:04 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Led by Mayor Garcia

3) ROLL CALL:

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

4) PUBLIC COMMENTS: None

5) NEW BUSINESS:

- a. Adopt a Resolution approving the City's Operation Budget and Capital Improvement Projects for the Fiscal Year 2021-2022

Presentation by Finance Director Perez Hernandez;

Changes to the Operation Budget and Capital Improvement Projects;

\$99,300.00 for the Camera Rebate Program

\$270,000.00 for the Emergency Repairs to a water main break on 7th Street.

Motion by Council Member Cortez, **seconded** by Council Member Martinez, to approve 5a by the following roll call vote

AYES: GARCIA, REYNA, CORTEZ, MARTINEZ, PALLARES

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

- b. Adopt a Resolution Approving the Annual Appropriations Limit for Fiscal Year 2021-2022.

Presentation by Finance Director Perez-Hernandez.

Motion by Mayor Pro Tem Reyna, **seconded** by Council Member Cortez to approve 5b by the following roll call vote

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

Mayor Garcia adjourned into closed session at 6:18 PM.

Mayor Garcia adjourned out of closed session at 6:27 PM.

6) CLOSED SESSION:

a. **CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representatives: Mayor, Human Resources Manager

Unrepresented Employee: City Manager

7) CLOSED SESSION ACTION:

a. **CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representatives: Mayor, Human Resources Manager

Unrepresented Employee: City Manager

No action taken

- c. Consideration of amending the contract for Daniel Ortiz Hernandez to conform with changes to employee contracts previously approved City Council.

Presentation by Assistant to the City Manager Hurlbert.

- The amendment to the Contract removes the condition that administrative leave is not paid out, and the correction will now state that administrative leave shall be paid out.

Motion by Mayor Garcia, **seconded** by Mayor Pro Tem Reyna to approve amending contract by the following roll call vote

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

8) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 6:31 PM.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Thursday, July 1, 2021
Special Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

SPECIAL MEETING – 6:00 p.m.

1) CALL TO ORDER:

Mayor Garcia called the meeting to order at 6:07 pm

2) FLAG SALUTE: Led by Mayor Garcia

3) INVOCATION: Manuel Cantu, Life House Church

4) ROLL CALL:

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

5) PUBLIC COMMENTS: None

6) Oath Of Affirmation for Scott Hurlbert as City of Wasco City Manager

Oath of Affirmation given to M. Scott Hurlbert by City Clerk Maria O. Martinez.

7) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 6:21 PM.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 5, 2021

SUBJECT: Rejection of Bid Received for Uniform Rental and Laundry Services.

Recommendation:

Staff recommends the City Council reject received bid.

Discussion:

A Request for Proposal was published on June 6, 2021. The City of Wasco requested proposals from qualified Proposers to provide Uniform Rental and Laundry services for Public Works Department and the Community Development Department.

On June 22, 2021 the City of Wasco received 1 proposal from the following firm:

FIRM

UniFirst Corporation

After many failed attempts to work with UniFirst, Staff has decided that it would be in the City's best interest to reject UniFirst's proposal and continue with the existing agreement with Cintas. Staff recommends the City Council reject all received bids.

Fiscal Impact:

None at this time.

Attachments:

None



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: October 5, 2021

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 per trip for the City Clerk and Deputy City Clerk to attend the New Law & Election Seminar Annual Conference on December 8 – 10, 2021, in Universal City, CA.

Recommendation:

Staff recommends the City Council approve the travel expenses.

Discussion:

This request is for approval of staff to attend the New Law & Election Seminar Annual Conference on December 8 – 10, 2021, in Universal City, CA.

This training will update the City Clerk and Deputy City Clerk on elections, new laws, and Fair Political Practices. The training will expand Staff knowledge on a wide range of topics relevant to their roles within the city.

The cost of the conference, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327 limiting expenses to \$500.00 per trip. As a result, the City Council must approve the travel request as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated that the cost of this training will not exceed \$1500.00 each, including the conference and travel expenses. The training cost is contained in the adopted FY 2021-2022 Budget, no budget action is required.

Attachments:

1. Training Information



City Clerks New Law and Elections Seminar

December 8 — 10, 2021

Universal City, CA

Register Now (https://www.eventsquid.com/contestant-reg.cfm?event_id=14367)



Join the League of California Cities for three days of educational content and networking at the 2021 City Clerks New Law and Elections Seminar, in Universal City!

Taking place Wednesday, December 8 - Friday December 10 at the Sheraton Universal Hotel, this innovative conference will delve into current topics of importance to city clerks. Networking opportunities will be available to connect with your peers as well!

Designed for city clerks and staff members of all tenures from throughout the state, this conference will expand your knowledge on a wide range of topics

relevant to your roles within your city, and foster relationships and communication with your fellow peers. Now more than ever, the opportunity for city clerks to learn from and network with each other provides invaluable support.

Save the date for this can't-miss opportunity to sharpen your skills as you prepare your city for the future. Registration will be open soon.

For questions about registration, please contact our registrar, **Megan Dunn** (<mailto:mdunn@calcities.org>) . For all other questions, please contact Conference Program Manager, **Caitlin Cole** (<mailto:ccole@calcities.org>) .

Registration ↓

Full Registration Includes:

- electronic access to all program materials
- admission to all educational sessions
- admission to two lunches, one breakfast, and a Wednesday evening reception.

Online Registration (credit card) – **Register Now**
(https://www.eventsquid.com/contestant-reg.cfm?event_id=14367)

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

Full Conference Registration Fees

City Staff/Officials	\$500
Company/Consultant/League Partner/All Others	\$660
Non-member City	\$1,500
Guest/Spouse Reception Only Registration (Wednesday)	\$50

The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to Wednesday's networking reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.

One Day Registration (select Wednesday, Thursday or Friday) City Staff/Officials	\$300
Company/Consultant/League Partner/All Others	\$550
Non-Member City	\$1,300
Guest/Spouse Reception Only Registration (Wednesday)	\$50

The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to Wednesday's networking reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.

Refund Policy:

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>), and received on or before **November 30**.

Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel →

A limited number of hotel rooms are available at a reduced rate for conference attendees. The discounted hotel rate cut-off is Tuesday, November 16, 2021. Hotels are subject to sell out prior to the deadline – reserve early!

STEP ONE: Register for the Conference

STEP TWO: Book hotel room

Once registration is complete, you will receive a confirmation e-mail directing you to the group housing reservations page.

Sheraton Universal Hotel

333 Universal Hollywood Drive
Universal City, CA 91608

Group Hotel Rate (per night): \$199– Single/Double Occupancy (plus tax and fees)

Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after Tuesday, November 16, 2021 has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

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

CAUTION! *You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your*

city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.

Parking and Transportation

Discounted Daily Parking: \$14*

Discounted Self-Parking (per night): \$29*

Discounted Valet Parking (per night): \$45*

*Subject to availability and to change

Sheraton Universal Hotel offers an ideal location by the highway, next to the entrance to Universal Studios Hollywood.

Nearby airports include:

Los Angeles International Airport (24 miles)

Hollywood Burbank Airport (4.9 miles)

Use the nearby Universal City metro stop on the Red Line to easily reach other Los Angeles attractions, including the Walk of Fame, the Hollywood Bowl and Grauman's Chinese Theatre.

Schedule and Sessions

Program at a Glance

As of September 14, 2021 (subject to change)

Wednesday, December 8

8 a.m. - 6 p.m.	Registration Open
10 a.m. - 12 p.m.	Opening General Session
12:15 p.m. - 1:45 p.m.	General Luncheon Celebrations
2 p.m. - 3:15 p.m.	Educational Session
3:30 p.m. - 5 p.m.	Educational Session
5 p.m. - 6 p.m.	Networking Reception

Thursday, December 9

8 a.m. - 4:30 p.m.	Registration Open
9 a.m. - 12 p.m.	Elections, New Law, and Fair Political Practices Upd
12:15 p.m. - 1:45 p.m.	Networking Luncheon
2:00 p.m. - 3:15 p.m.	Educational Session
3:30 p.m. - 5 p.m.	Educational Session

Friday, December 10

7:30 a.m. - 12 p.m.	Registration Open
7:45 a.m. - 8:45 a.m.	Networking Breakfast
9 a.m. - 12 p.m.	Closing General Session

[Explore Previous Seminars →](#)

2020 Seminar Session Descriptions

[Thursday, December 17 →](#)

The Diverse and Inclusive City

9-10:30 a.m.

Join us as we explore the working culture of a City and Council through the lens of Diversity and Inclusion. We will examine those areas outside of the scope of just ethnicity and gender, to include age, thinking style, and communication style. We will review and discuss the importance of diversity in the workplace, identify inclusive practices, and call out challenges that may be in place.

Welcome and Introductions: Anthony Mejia, City Clerk, Palm Springs, President, City Clerks Department, League of California Cities

Moderator: Anthony Suber, Deputy City Manager, Town of Atherton

Speakers: | Shelline Bennett, Partner, Liebert Cassidy Whitmore

Remote Records Management in Pandemic Times

11 a.m.-12:30 p.m.

Our work environment has changed drastically since March of 2020. Agencies have scrambled to continue serving the public while maintaining efficient, secure access to critical information. Concerns about remote meetings, VPN portals, personal devices, trusted documents, confidentiality and the threat of black hat actors have changed how Records Managers and Information Technology groups provide trustworthy document management. How can we assure management and the public accurate, unobscured access to our information? Are remote meetings considered “records”? In this segment, we will discuss your remote access challenges and how we can best manage the records we need during the seemingly unending shelter in place.

Moderator: Laura Nieto, Chief Deputy City Clerk, Irwindale, Recording Secretary, City Clerks Department, League of California Cities

Speakers: Bruce Meier, President Records Control Services, Inc.

Lunchtime Trivia: TV, Gameshows, and Fast Food!

12:40-1:20 p.m.

Test your knowledge in this interactive themed trivia game, where you will be working together in small teams to see who will come out on top. Prizes and bragging rights are on the line... No googling allowed!

Police Records and the Public Records Act

1:30-3 p.m.

This year, the California Legislature has introduced several pieces of legislation that would continue to expand an agency's obligations under the Public Records Act. Without question, agencies are facing increasingly new and difficult burdens, especially law enforcement agencies. In this training, Director of PRA Services and E-Discovery Counsel Christine Wood will review the PRA, highlight new and unique disclosure requirements, and discuss best practices for the identification, collection, review and production of public records in the possession of public agencies.

Moderator: Patrice M. Olds, City Clerk, San Mateo, Past President, City Clerks Department, League of California Cities

Speakers: Christine Wood, Director of PRA Services and e-Discovery Counsel, Best Best & Krieger

Creating Personal Balance in an Unbalanced World

3:30-5 p.m.

There are unprecedented demands on us these days as the chaos in our world continues. Expectations to deliver seem endless, and sometimes unattainable, as we pivot, turn and do flips to find new ways of doing things – both professionally and personally. Losing control often feels only a few steps away and caring for ourselves seems to move to the end of the “to-do list” much faster than it ever has before. The reality is that taking care of ourselves and creating a balanced life is not a “to-do”; rather it is a “to-be”. So, how do we create personal balance in this unbalanced world? Join us as we explore what having mind-body-spirit balance means (which is something different for each of us), and how having that balance can enhance our lives. We’ll talk about how our energy field is affected by our level of balance, and how that in turn affects those around us and our ability to support others (like our elected officials and our team), all of which are important aspects of our ability to be an effective leader in our agency. Resources, tools and tips on how to gain and maintain personal balance that works for you will be offered.

Moderator: Ashton Gout, Deputy City Clerk, Palm Springs

Speakers: Pamela Miller, Institute Director, CA MMC Institute | Joann Tilton, Institute Director, Northwest Clerks Institute

Friday, December 18 →

Elections, New Law and Fair Political Practices Update

9-10:30 a.m.

In this comprehensive session, attendees will receive an overview of the rules and regulations approved during the 2020 legislative session. Practical and real-world applications to city clerk professional responsibilities and tasks will be discussed, as well as FPPC issues and the intricacies of campaign disclosures, gift regulations, conflicts of interest and more.

Speakers: Dr. Alana Jeydel, Education Program Manager, Fair Political Practices Commission | Neal Kelley, Registrar of Voters, Orange County Registrar of Voters

Tools and Technologies for the Modern Clerk: Navigating the “Now” Normal

11 a.m.-12:30 p.m.

With the professional landscape changing so rapidly in recent months, many Clerks have been forced to implement new tools and technologies in order to continue providing great service to their customers, both internal and external. This shift has provided opportunities for Clerks to explore and implement solutions that will not only help them provide service immediately, but impact the efficiency of the Clerk’s office long into the future. This session will explore available technologies to address the challenges of the

“now” normal, including agenda management, digital signatures, workflows, electronic plan submittal, records management portals, online meetings, and remote workspaces, among others.

Moderator & Speaker: Stephanie Smith, City Clerk, Murrieta

Speakers: Michelle Bigelow, City Clerk, Morgan Hill

Lunchtime Trivia: Slogans and Desserts!

12:40-1:20 p.m.

Test your knowledge in this interactive themed trivia game, where you will be working together in small teams to see who will come out on top. Prizes and bragging rights are on the line... No googling allowed!

The Rules for 2021 Redistricting Changed Again!

1:30-3 p.m.

Like every year for the past 5 years, 2020 saw the Legislature adopt AB 1276, again changing timelines, criteria and other rules for redistricting. This panel will discuss:

The key changes from AB 1276, along with the related AB 849 provisions from last year - highlighting how the process and criteria have changed since the 125 cities made the move from at-large to by-district elections

The options for creating commissions to handle redistricting

How maps are implemented at the County after a redistricting map is adopted

Moderator & Speaker: Shalice Tilton, Senior Consultant, National Demographics Corporation

Speakers: Douglas Johnson, President, National Demographics Corporation | Elio Salazar, Geographic Information Systems Manager, Los Angeles County | Chris Skinnell, Partner, Nielsen Merksamer Parrinello Gross & Leoni, LLP

Bouncing Back: Resiliency in Times of Stress and Change

3:30-5 p.m.

Life often throws us situations—personal and professional—where we are caught off guard or knocked off our feet. During these times it's easy to lose our stride and our confidence, but there are ways to get back on our feet quickly, spending less time on the down and more time in creative action. In this talk, Heidi shares the latest in neuroscience, behavioral psychology, mindfulness, and coaching techniques so that you can rewire your own brain for positivity, self-compassion, and a strong sense of purpose.

Closing Comments: Melissa Thurman, City Clerk, San Bruno, 1st Vice President, City Clerks Department, League of California Cities

Speakers: Heidi Connal, Executive Coach, Adventure Traveler, Gratitude Finder

2020 Seminar Session Materials

- [2020 IIMC Assessment and Attendance \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2020-iimc-assessment-and-attendance.pdf?sfvrsn=c2c5eb52_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2020-iimc-assessment-and-attendance.pdf?sfvrsn=c2c5eb52_3)
- [Bouncing Back in Times of Stress and Change - Connal \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/bouncing-back-in-times-of-stress-and-change---connal.pdf?sfvrsn=1d3f0f4b_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/bouncing-back-in-times-of-stress-and-change---connal.pdf?sfvrsn=1d3f0f4b_3)
- [Creating Personal Balance in an Unbalanced World \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/creating-personal-balance-in-an-unbalanced-world.pdf?sfvrsn=a2bdab42_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/creating-personal-balance-in-an-unbalanced-world.pdf?sfvrsn=a2bdab42_3)
- [Elections, New Law and Fair Political Practices Update - Johl \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---johl.pdf?sfvrsn=90030db8_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---johl.pdf?sfvrsn=90030db8_3)
- [Elections, New Law and Fair Political Practices Update - Kelley \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---kelley084ad894-11e0-4f74-a950-5230f244882e.pdf?sfvrsn=e000816e_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---kelley084ad894-11e0-4f74-a950-5230f244882e.pdf?sfvrsn=e000816e_3)
- [Elections, New Law and Fair Political Practices Update part b - Kelley \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update-part-b---kelley.pdf?sfvrsn=be2653ec_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update-part-b---kelley.pdf?sfvrsn=be2653ec_3)
- [Elections, New Law, and Fair Political Practices Update - Jeydel \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---jeydel.pdf?sfvrsn=c51b72eb_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---jeydel.pdf?sfvrsn=c51b72eb_3)
- [Police Records and the Public Records Act - Wood \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/police-records-and-the-public-records-act---wood.pdf?sfvrsn=32da53d6_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/police-records-and-the-public-records-act---wood.pdf?sfvrsn=32da53d6_3)

- **Remote Records Management in Pandemic Times - Meier**
[\(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/remote-records-management-in-pandemic-times---meier.pdf?sfvrsn=2e19cca5_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/remote-records-management-in-pandemic-times---meier.pdf?sfvrsn=2e19cca5_3)
- **The Diverse and Inclusive City -Bennett** [\(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/the-diverse-and-inclusive-city--bennett.pdf?sfvrsn=35897f2a_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/the-diverse-and-inclusive-city--bennett.pdf?sfvrsn=35897f2a_3)
- **The Rules for 2021 Redistricting Changed Again! - Tilton**
[\(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/the-rules-for-2021-redistricting-changed-again!---tilton.pdf?sfvrsn=2488c6b0_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/the-rules-for-2021-redistricting-changed-again!---tilton.pdf?sfvrsn=2488c6b0_3)
- **Tools & Technologies for the Modern Clerk** [\(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/tools-technologies-for-the-modern-clerk.pdf?sfvrsn=f361e5bd_3\)](/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/tools-technologies-for-the-modern-clerk.pdf?sfvrsn=f361e5bd_3)

2020 Seminar Access for Registered Attendees

In addition to access to all live sessions, session materials, and virtual networking opportunities, registering for the conference grants you access to all session recordings for later viewing for a limited time. **[View the session recordings.](https://www.cacities.org/Education-Events/City-Clerks-New-Law-and-Elections-Seminar/2021-Conference-Information/2020-Virtual-Conference-Access)** (<https://www.cacities.org/Education-Events/City-Clerks-New-Law-and-Elections-Seminar/2021-Conference-Information/2020-Virtual-Conference-Access>)

Previous Seminar Session Materials

2019 Session Materials →

- **2019 CCNLES Announcement** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2019-ccnles-announcement.pdf?sfvrsn=e4f6bd45_3)
- **2019 City Clerks New Law Elections Seminar Program** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2019-city-clerks-new-law-elections-seminar-program.pdf?sfvrsn=269c13b8_3)
- **Elections, New Law, and Fair Political Practices Update - Brar and Ung** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2019-city-clerks-new-law-elections-seminar-program.pdf?sfvrsn=269c13b8_3)
- **Elections, New Law, and Fair Political Practices Update - Kelley** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---kelley89cd4eca-0be0-4283-b3eb-b223f5c910e0.pdf?sfvrsn=b9a56d78_3)
- **Electronically Stored Information Primer for Public Records Act Requests - Wood** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/electronically-stored-information-primer-for-public-records-act-requests---wood.pdf?sfvrsn=4085c70e_3)
- **Managing the Marginal Employee - Yee** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/managing-the-marginal-employee---yee.pdf?sfvrsn=bdfcfb70_3)
- **Redistricting: What You Need To Know Before, During, and Following Census - Colunga** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what-you-need-to-know-before-during-and-following-census---colunga.pdf?sfvrsn=8c39cf11_3)
- **Redistricting: What You Need To Know Before, During, and Following Census - Johnson and Tilton** (</docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what->)

[you-need-to-know-before-during-and-following-census---johnson-and-tilton.pdf?sfvrsn=36cec760_3\)](#)

- [Redistricting: What You Need To Know Before, During, and Following Census - Levitt \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what-you-need-to-know-before-during-and-following-census---levitt41229aa0-4d86-49ac-9258-c2bfaa6cf030.pdf?sfvrsn=61dd87a8_3\)](#)
- [Redistricting: What You Need To Know Before, During, and Following Census - Levitt 2 \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what-you-need-to-know-before-during-and-following-census---levitt-2.pdf?sfvrsn=777f6e26_3\)](#)
- [Redistricting: What You Need To Know Before, During, and Following Census - Maravilla \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what-you-need-to-know-before-during-and-following-census---maravilla.pdf?sfvrsn=bba101bb_3\)](#)
- [Redistricting: What You Need To Know Before, During, and Following Census - Skinnell \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/redistricting-what-you-need-to-know-before-during-and-following-census---skinnell.pdf?sfvrsn=746998de_3\)](#)
- [Wholly Shift: Moving from Dangerous Discourse to Extraordinary Dialogue \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/wholly-shift-moving-from-dangerous-discourse-to-extraordinary-dialogue.pdf?sfvrsn=ed981eee_3\)](#)

2018 Session Materials →

- [2018 LCC-City-Clerks-v2 \(/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/2018-lcc-city-clerks-v2.pdf?sfvrsn=75a0b72d_3\)](#)

- **City Clerks or Project Managers The Curse of the Capable - Egan, Concolino and Walsh** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/city-clerks-or-project-managers-the-curse-of-the-capable---egan-concolino-and-walsh.pdf?sfvrsn=efa322d6_3)
- **Elections, New Law, and Fair Political Practices Update - Kelley** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---kelley.pdf?sfvrsn=78cc2084_3)
- **Elections, New Law, and Fair Political Practices Update - Mayer** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/elections-new-law-and-fair-political-practices-update---mayer.pdf?sfvrsn=f5b0dc1c_3)
- **Emergency Preparedness Part 1 If Only I'd Known – Tips from the Disaster Trenches** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/emergency-preparedness-part-1-if-only-i-d-known-tips-from-the-disaster-trenches.pdf?sfvrsn=fa14c945_3)
- **Gray Area Thinking® with Ellie Krug** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/gray-area-thinking-with-ellie-krug.pdf?sfvrsn=b409b81f_3)
- **Meeting the Challenge of Working Effectively With Elected Officials - Duggan** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/meeting-the-challenge-of-working-effectively-with-elected-officials---duggan.pdf?sfvrsn=cd66fa23_3)
- **Surviving the Podium - Hessel** (/docs/default-source/city-clerks-new-law-and-elections-seminar---session-materials/surving-the-podium---hessel.pdf?sfvrsn=662da5da_3)

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200

F: (916) 658-8240



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Keri Cobb, Community Development Director

DATE: October 5, 2021

SUBJECT: Adopt A Resolution Approving a Submittal of an Application for Funding and Authorizing the City Manager or Designee(s) to Execute a Grant Agreement and Any Amendments Thereto From the 2020-2021 Funding Year of the State CDBG Program.

Recommendation:

Staff recommends that the City Council adopt a resolution to approve the submittal of an application for funding and authorize the City Manager or designee to execute a grant agreement and any amendments thereto from the 2020-2021 funding year of the State CDBG Program.

Background:

This application was previously approved on April 20, 2021, in an amount not to exceed \$400,000, which was roughly the amount the City had in Program Income funds at that time. The current balance in the City's program income account is \$444,710.46. The balance in this account continues to increase as old CDBG housing loans are paid off. The proposal to increase the amount to \$750,000 gives us the flexibility and authorization to spend all funds available in the program income account when they are needed for this project. Please note that we do not have to spend \$750,000 in program income if we do not have that much. This resolution just gives City Staff authorization to spend up to that amount in Program Income funds without coming back for a new resolution.

Discussion:

The resolution attached for your consideration allows for the submittal of one application and execution of a Standard Agreement for up to \$750,000 in program income grant funding for a Program Income application for the development of ADA sidewalk improvements and street lights in the Southgate neighborhood all of which will benefit low-income residents of the City of Wasco.

The Program Income project will fund the design and specification as well as the improvements for ADA sidewalk improvements and Street lights in the Southgate neighborhood area.

The resolution authorizes the City Manager or designee(s) to sign the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CDBG Program.

The application will be written by Self-Help Enterprises and administered by the City if funded.

Fiscal Impact:

The cost for preparing all 3 2020-2021 CDBG applications by Self-Help Enterprises is \$5,500 and is budgeted in the Planning Division's Professional Services Budget. No budget action is required with adoption of this resolution.

Attachments:

1. Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A SUBMITTAL OF AN APPLICATION FOR FUNDING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE(S) TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM

WHEREAS, the City of Wasco wishes to submit an application to the State CDBG program to spend its program income re-use money; and

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: The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, \$750,000 for the following CDBG activities, pursuant to the January 2021 CDBG NOFA:

Program Income - ADA sidewalks and Street light improvements	<u>\$ 750,000</u>
	\$ 750,000

SECTION 3: The City hereby approves the use of Program Income in an amount not to exceed \$750,000 for the CDBG activities described in Section 2.

SECTION 4: The City acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 5: The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 6: If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 7: If an application is approved, the City Manager or designee is authorized to sign and submit Funds Requests and all required reporting forms and

other documentation as may be required by the State of California from time to time in connection with the grant.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 5, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

MONICA FLORES
DEPUTY CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Keri Cobb, Community Development Director

DATE: October 5, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Jaime Carrillo for Sewer Service and Consent to Annexation and Approving an Application to the Local Agency Formation Commission for an Out of Area Service Review in Accordance with Government Code Section 56133 to Establish Sewer Service to 15487 Central Avenue Wasco, California

Recommendation:

Staff recommends the City Council to adopt a resolution authorizing the City Manager to enter into an Agreement with Jaime Carrillo for Sewer Service and Consent to Annexation and approve an application to the Local Agency Formation Commission for an Out of Area Service Review in accordance with Government Code Section 56133 to establish sewer service to 15487 Central Avenue in Wasco California.

Background:

The applicant at 15487 Central Ave., is proposing to connect his single-family home to City sewer as his existing septic tank is failing. The home is located immediately adjacent to a 12" City sewer line located in Central Avenue and is approximately 60 feet outside of City Limits.

Government Code Section 56133 requires districts and cities to request and obtain Local Agency Formation Commission (LAFCO) approval of any new or extended services outside the agency's existing boundaries. Attached is a copy of the proposed LAFCO application as well as a copy of the proposed Agreement for Sewer Service and Consent to Annexation which is also required as part of the LAFCO application.

Discussion:

The City Council may approve applications to LAFCO for out of area services. LAFCO requires that all out of area service requests be the result of an immediate need for services due to existing failing systems (i.e....septic or well failure). In addition, the request must not be growth inducing. Staff believes this particular request meets those requirements and is recommending that the City Council approval submittal of this application to LAFCO for action.

Fiscal Impact:

None. The applicant will be required to pay all costs associated with connecting to the City's sewer system including current impact fees and monthly charges for sewer service.

Attachments:

1. Applicant's Project Request
2. LAFCO Out of Agency Service Review Application
3. Project Bid
4. Notice of Exception
5. Sphere Location Map
6. Proposed Agreement for Sewer Service and Consent to Annexation
7. Resolution

Aug 6, 2021

Our septic tank is damaged and we would like to get a permit to connect to the city drainage system. The tank leaks water above ground on a daily basis and it is located about 3 meters away from the rooms. We would really appreciate it if we could get this permit as soon as possible.

The contractor who will be in charge of the project is Hector Plumbing.

Att. Leticia Carrillo



**Kern Local Agency
Formation Commission**
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.co.kern.ca.us/lafco/

OUT OF AGENCY BOUNDARY NEW OR EXTENDED SERVICE APPLICATION

Background:

Government Code 56133 requires districts and cities request and obtain LAFCo approval of any new or extended services outside the agency's existing boundaries. For LAFCo to approve the request, the area to be served must be within the sphere of influence of the agency, and annexation of the territory anticipated unless there is a threat to public health and safety.

LAFCo approval of out of agency agreements is a discretionary action. As such, these approvals are subject CEQA. The lead agency for out-of-agency service contract requests will usually be the agency proposing or agreeing to extend services.

This section does not apply to:

- contracts or agreements solely involving two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public agency.
- contracts for the transfer of non-potable or non-treated water.
- contracts or agreements solely involving the provision of surplus water to agricultural lands, for projects that serve conservation purposes, or directly support agricultural industries.
- an extended service that a city or district was providing on or before January 1, 2001.
- a local publicly owned electric utility, as defined by section 9604 of the public utilities code, providing electric services that do not involve the acquisition, construction, or installation of electric distribution facilities by the local publicly owned electric utility, outside of the utility's jurisdictional boundary.
- a fire protection contract, as defined in subdivision (a) of section 56134.

Approval from the LAFCo Commission is required before any surplus water is provided to a project that will support or induce development.

**OUT OF AGENCY BOUNDARY
NEW OR EXTENSION OF SERVICES APPLICATION**

LOCAL AGENCY FORMATION COMMISSION OF KERN COUNTY

5300 Lennox Ave. Suite 303

Bakersfield, CA 93309

Office: (661) 716-1076 Fax: (661) 716-1080

APPLICATION INFORMATION

Agency Name:

City of Wasco

Agency Address:

764 E Street Wasco, CA 93280

Contact Person: Keri Cobb

Phone: (661) 758-7200

Email: kecobb@cityofwasco.org

Land Owner: Jaime and Leticia Carrillo

Phone: (661) 428-1884

Email: fam.carrillo8@gmail.com

Mailing Address:

15487 Central Avenue Wasco, CA 93280

Property Address or Description Property (Include Current Land Use):

15487 Central Avenue Wasco, CA 93280

PROJECT INFORMATION

Please provide the following information. You may attach additional sheets as needed.

1. Type of service to be provided:

Municipal Sewer

2. Reason for out of agency service contract:

Septic tank leakage at an existing occupied single family residence. Modification to the existing septic tank would take too long and be cost prohibitive. The leakage is near the house and adversely impacts the health and safety of the residents.

3. Project area within agency's Sphere of Influence?

Yes: ☒ No: ☐

If "No", a sphere of influence amendment should be provided with this application. If an amendment is not being requested, provide documentation of existing or impending threat to public health or safety.

Document Attached: ☐

4. Explain why annexation is not being considered as an alternative to providing services outside the agency's jurisdictional boundaries at this time.

The property is an existing single family residence on 0.25 acres surrounded by a newer development on one side (within city limits) and an existing almond orchard on the other side(outside city limits). There is no development proposed beyond connection to an existing City sewer line to serve the existing residence. Annexation is not necessary as this action will not be growth inducing.

5. Is annexation of the project area anticipated in the future?

Yes: ☐ No: ☒

If yes, what are the agency's plans and time lines for it?

Provide relevant information, which demonstrates that the service contract is in anticipation of a future annexation.

There are no immediate plans to annex this area as no development is proposed as part of this project and the proposed sewer line connection will not be growth inducing. The attached contract provides for future annexation should the City deem it necessary.

6. If development is proposed on the property, provide a description of the proposed project.

No development is proposed.

7. Provide a detailed description of how services are to be extended to the property/ies (e.g., infrastructure, sewer connections, cost of improvements, etc).

Sewer connection proposal attached to application for this project.

8. How is financing to occur?

The project will be funded by the homeowner requesting connection to the City sewer system.

ENVIRONMENTAL REVIEW

Include a copy of environmental review conducted for the project. If exempt, provide a copy of the Notice of Exemption.

MAPS

Provide a vicinity map indicating the property/ies, district or city boundary, current sphere of influence, and relevant proposed and existing infrastructure.

AGREEMENT/CONTRACT

Please attach a copy of the proposed agreement or contract.

Date Completed: 9/27/2021

By: _____



Hectors Plumbing Inc.

CONSTRUCTION-MAINTENANCE-REMODEL

PO Box 21984 Bakersfield, CA 93390

Office: (661) 588-3187

Fax: (661) 587-8738

California Contractor's License # 679994

PROPOSAL AND CONTRACT

Bill To: Jaime Carrillo
Ph# (661) 428-1884

Date: August 24, 2021
For: 15487 Central Ave
Wasco, CA 93280

We propose to perform all labor necessary to complete your plumbing work according to code, the plans and specifications furnished by you. **No fees or permits included.**

-Saw-Cut asphalt

-Trench

-Tie in sewer line to street and run approx. 100' of 4" sewer to the back of the house

-Patch asphalt

-Backfill

Sixteen-Thousand dollars.....\$16,000.00

**Bill To: Jaime Carrillo
Ph# (661) 428-1884**

**Date: August 24, 2021
For: 15487 Central Ave
Wasco, CA 93280**

Assigned bid is only valid for 30 days, after 30-day period a new bid needs to be drawn.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the register of the Board whose address is: Contractors State License Board, 1020 N Street, Sacramento, Ca 95814

ACCEPTANCE

By our signature hereto, you are authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which we agree to pay the amount quoted and according to the terms of this proposal.

Bid \$16,000.00

Accepted _____ Date: _____



Notice of Exemption

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ Kern County Clerk
1115 Truxtun Avenue
Bakersfield, CA 93301-4639

From: ☐ City of Wasco
Community Development Department
764 E Street
Wasco, CA 93280

Project Title: Out of Area Service Review for connection to municipal sewer system

Project Location – Specific: 15487 Central Ave Wasco, CA 93280

Project Location – City: City of Wasco

Project Location – County: Kern County

Description of Nature, Purpose, and Beneficiaries of Project: The proposed project is a LAFCO Out of Area Service Review for extension of approximately 100 feet of 4" sewer line from an existing City of Wasco sewer line to an existing home located at 15487 Central Ave, just outside of City limits.

Name of Public Agency Approving Project: City of Wasco and Local Agency Formation Commission

Name of Person or Agency Carrying out Project: Jaime Carrillo

Exempt Status:

- ☐ Ministerial (Sections 21080(b)(1); 15268)
☐ Declared Emergency (Sections 21080(b)(3); 15269(a))
☐ Emergency Project (Sections 21080(b)(4); 15269(b)(c))
☒ Categorical Exemption – Type and Section Number: 15304 Minor Alterations to Land
☐ Statutory Exemption – _____

Reasons why project is exempt: Section 15304 exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. The proposed project includes minor road boring and hand digging to tie in 100' of 4" sewer line from the City sewer system. No trees will be removed as part of this project.

Lead Agency

Contact Person and Title: Keri Cobb, Community Development Director

Phone: (661) 758-7200

Signature: _____

Date: 9-28-21

Date Received for Filing at OPR:

CITY OF WASCO

GENERAL PLAN/
LAND USE



Adopted Oct 4, 2016

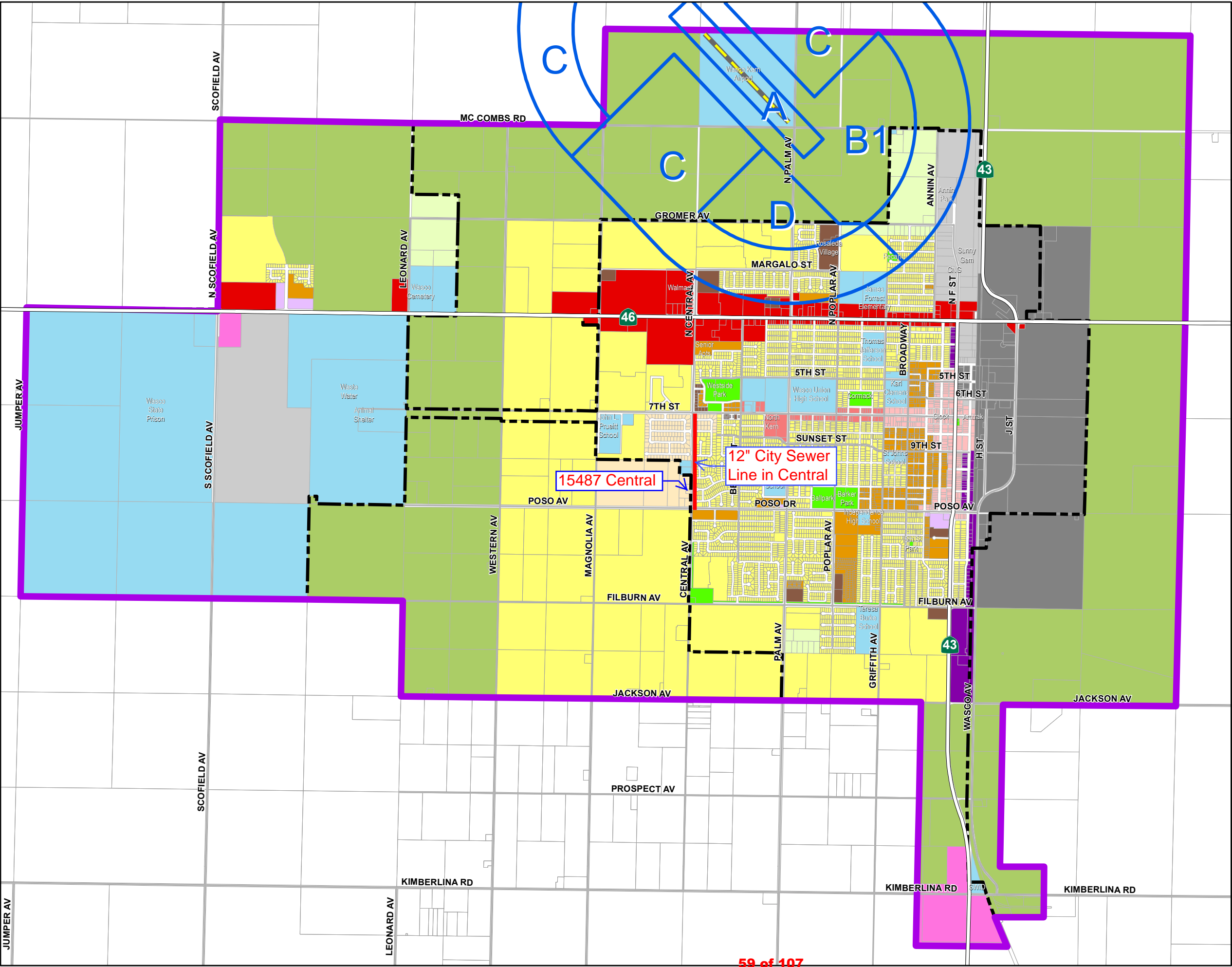
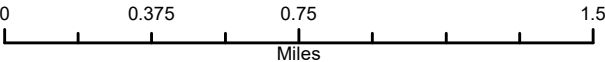
Legend

Airport Land Use

- Airport Runway
- Airport Zones
- Sphere of Influence
- City Limits

Land Use Designation

- A-E Exclusive Agriculture
- O-S Open Space
- R-R Rural Residential
- R-E Estate Residential
- R-H-D High Density Residential
- R-M-D Medium Density Residential
- R-L-D Low Density Residential
- C-B-D Central Business District
- P-O Professional Office
- C-N Neighborhood Commercial
- C-R Community Retail Commercial
- C-H Highway Commercial
- C-S Service Commercial
- I-L Light Industrial
- I-H Heavy Industrial
- P-F Public Facilities



RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:
)

)
Maria O. Martinez, City Clerk)
746 8th Street)
Wasco, California 93280)

**AGREEMENT FOR SEWER SERVICE
AND CONSENT TO ANNEXATION**

THIS AGREEMENT made this ____day of_____, 2021, by and between the
CITY OF WASCO ("City"), and JAIME CARRILLO ("Customer"),

W I T N E S S E T H :

WHEREAS, Customer is the owner of the real property located at 15487 Central Avenue, Wasco, California, APN 488-050-08, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") which is developed with a single family residence occupied by the Customer and which lies outside the boundaries of the City; and

WHEREAS, Customer's septic tank on the Property leaks significantly and modification, repair, or replacement of the septic tank would take too long and be cost prohibitive; and

WHEREAS, Customer has an emergency need for municipal sewer service (the "Emergency"); and

WHEREAS, Customer has requested connection to the City sewer service and City is agreeable to providing same under the terms and conditions described hereinafter.

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 will provide sewer service to Customer for one single family residence subject to the following conditions which are agreeable to Customer:

(a) Approval of the Kern County Local Agency Formation Commission,

which is required pursuant to Government Code Section 56133; and

(b) City shall have the right to terminate this Agreement and sewer service any time upon 24 hours written notice to Customer or interrupt service at any time without notice; and

(c) Customer hereby agrees to abide by all of City's ordinances, resolutions, minute orders, and rules and regulations pertaining to sewer service as if Customer's Property were located within the City boundaries; and

(d) Customer hereby agrees to accept City's jurisdiction in enforcement of its ordinances, resolutions, minute orders, and rules and regulations for sewer service, including without limitation, payment of all connection fees and capacity charges and monthly charges, and payment of costs of maintenance, repair, and replacement of the Improvements hereinafter described; and

(e) Customer agrees to annexation of the Property into the City should City later determine that annexation should occur and same shall be at Customer's sole cost and expense; and

(f) Customer shall, at Customer's sole cost and expense, construct and install the pipelines, clean outs, laterals, cross-connection valve (or back flow devices), and all other improvements (the "Improvements") required by City to extend sewer service to the Property and to City's standards and requirements; and

(g) Customer agrees to obtain encroachment permits and easements as needed to construct and install the Improvements or as otherwise required by City at Customer's sole cost and expense; and

3. City shall have no interest in the Improvements except as specifically described in this Agreement or as City hereinafter notifies Customer nor shall City have any liability or responsibility for same or obligations for same. Customer shall pay all required City of Wasco Impact and Connection Fees prior to construction of the Improvements. If Customer has not paid his Connection or Impact Fees in full within six (6) months from the date of this Agreement, this Agreement shall automatically terminate except for any obligations of Customer hereunder which are specifically described as surviving the termination of this Agreement. Customer further agrees and understands that Customer shall be solely liable at Customer's sole cost and expense for connecting to the City's sewer system. All work performed to connect to the City's sewer system will be subject to City's specifications and inspection of same. Customer also agrees and understands that customer will be placed on the single-family residential rate for monthly sewer service. Customer shall be solely liable for maintenance, repair, and replacement of the Improvements at Customer's sole cost and expense.

4. (a) Customer hereby agrees to each and every one of the conditions described in Paragraphs 2 and 3 of this Agreement and all other conditions described in this Agreement. Customer hereby releases City, its officers, council members, employees, and representatives from all losses, damages, injuries, and claims arising out of or relating to sewer service by City pursuant to this Agreement. Customer hereby expressly represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California, which states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

Customer expressly waives and releases any right or benefit which it has or may have under Civil Code Section 1542.

(b) Customer hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of the sewer, under service, termination or reduction of sewer service, operation or maintenance of the Improvements, or any act or omission to act on the part of City or Customer. This obligation of Customer shall survive the termination of this Agreement.

5. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (i) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (ii) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (iii) three business days following deposit in the United States Mail, Postage Prepaid, (iv) when sent by confirmed facsimile transmission, or (v) when sent by electronic mail ("email") and to the following addresses: City- Scott Hurlbert, 746 8th Street Wasco, CA 93280, Fax--661-758-5411; Email - cityclerk@cityofwasco.org; and Customer- Jaime Carrillo, 15487 Central Ave Wasco, CA 93280, Fax-_____, Email - fam.carrillo8@gmail.com Any party or person named herein may change its address, facsimile or email by providing notice of same in the manner herein described.

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

7. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral or written agreements between the parties with respect thereto.

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

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

10. Customer may not assign or encumber or otherwise transfer this Agreement or any of its rights hereunder in any way. Any assignment shall be invalid and void and of no effect.

11. 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. The remedies available herein to City are cumulative with all other remedies available to City.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns, provided, however, that nothing herein shall constitute an authorization from City to Customer to assign this Agreement.

13. Customer hereby represents and warrants that he is the owner of the Property.

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

15. The parties acknowledge that each party and their respective legal counsel have had an opportunity to review 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.

16. The parties agree that a fully executed facsimile or electronic copy of this Agreement shall have the force and effect of an original for all purposes. This Agreement may be executed in counterparts.

17. Customer agrees that City may record this Agreement.

WHEREFORE, the parties have executed this Agreement to be effective on the date first hereinabove written.

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

JAIME CARRILLO,
Customer

EXHIBIT "A"
[Legal Description]

A portion of the Fourth Home Extension Colony Block P, Lot 251 (Assessor's Parcel Number 488-050-08)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

) ss.

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ [Seal]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

) ss.

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ [Seal]

RESOLUTION NO. 2021 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JAIME CARILLO FOR SEWER SERVICE AND CONSENT TO ANNEXATION AND APPROVING AN APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR AN OUT OF AREA SERVICE REVIEW IN ACCORDANCE WITH GOVERNMENT CODE SECTION 56133 TO ESTABLISH SEWER SERVICE TO 15487 CENTRAL AVENUE WASCO, CALIFORNIA.

WHEREAS, The City of Wasco desires to initiate proceedings pursuant to the Government Code Section 56133 of the California Government Code for an out of agency service request to establish sewer services to 15487 Central Avenue; and

WHEREAS, the Government Code requires that districts and cities request and obtain LAFCo approval of any new or extended services outside the agency's existing boundaries; and

WHEREAS, per the City's General Plan Land Use Map, the property is located in the City's Sphere of Influence.

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

SECTION 1: The City hereby authorizes the City Manager, or designee, to enter into and execute the Agreement and act on the City's behalf in all matters pertaining to all such applications.

SECTION 2: The City of Wasco requests that the Kern County Local Agency Formation Commission initiate proceedings pursuant to the California Government Code Section 56133 for an out-of-agency service request.

SECTION 3: Pursuant to Section 15304 of the California Environmental Quality Act (CEQA), the City of Wasco has determined this action to be exempt from the California Environmental Quality Act.

SECTION 4: The reason for the proposed out-of-agency service request is to provide a municipal sewer connection to an existing single-family residence due to septic failure.

SECTION 5: The proposed out-of-agency service request is consistent with the goals and policies of the City's General Plan and Sphere of Influence and will not be growth-inducing.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 5, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

MONICA FLORES
DEPUTY CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: October 05, 2021

SUBJECT: Adopt a Resolution Establishing Budget and Fiscal Policies for Human Resources and Capital Improvement Management

Recommendation:

Staff recommends the City Council adopt a resolution establishing Budget and Fiscal Policies for Human Resources and Capital Improvement Plan Management.

Background:

At the Budget study session on April 27, 2021, the Council considered the following Budget and Fiscal Policies in guiding the preparation of the 2021-22 Budget as well as meeting the low-cost loan requirements of the State Waste Resources Control Board (SWRCB) for a formal debt management policy.

- Budget purpose and organization
- Revenue management
- Minimum fund balance and reserves
- Financial reporting and budget administration
- Capital financing and debt management

In facilitating the SWRCB loan process, the Council adopted the capital financing and debt management policy at its May 4, 2021 meeting; and adopted the other four policies with the approval of the 2021-22 Budget on June 24, 2021.

As noted at the April 27 Budget study session, we planned to return to the Council with three more Budget and Fiscal Policies (see sidebar below).

- User fee cost recovery
- Human Resources Management
- Capital Improvement Management

In conjunction with the user and regulatory fee study recommendations considered by the Council on August 17, 2021, the Council adopted a comprehensive user fee policy, leaving Human Resources and Capital Improvement Policies for Council consideration.

Discussion:

The proposed Human Resources and Capital Improvement Management policies are attached. They are straightforward and in the mainstream of fiscal management “best practices.” Moreover, as noted in the policies, the City is “In compliance” with these policies as they were used in preparing the 2021-22 Budget. This simply formalizes them as guides in preparing future budgets.

Fiscal Impact:

There are no direct fiscal impacts as a result of approving the proposed Human Resources and Capital Improvement Management Policies. However, they will provide an important policy framework and foundation for preparing future Budgets.

Attachments

1. Resolution
2. Human Resources and Capital Improvement Management Policies

Fiscal Policy “Best Practices”

As discussed at the April 27 budget session, formal statements key budget and fiscal policies provide the foundation for assuring long-term fiscal health by establishing a clear framework for effective and prudent financial decision-making.

“One size does not fit all” in setting fiscal policies. Careful consideration needs to be given in developing policies that are appropriate given the unique circumstances of each city. Fully addressing all of the following areas is planned within the next six months:

- Budget purpose and organization (including a balanced budget policy and what this means)
- Revenue management
- User fee cost recovery: when should user fees fund services versus general purpose revenues?
- Minimum fund balance and reserves
- Financial reporting
- Budget administration
- Capital improvement plan (CIP) management
- Capital financing and debt management
- Human resources management

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO
ESTABLISHING HUMAN RESOURCES AND CAPITAL IMPROVEMENT
MANAGEMENT POLICIES**

WHEREAS, it is the City's goal to establish a comprehensive budget and fiscal policies as an essential foundation for effective financial management and stewardship of community resources; and

WHEREAS, the Council adopted debt management policies on May 4, 2021; adopted policies regarding budget purpose and organization, revenue management, minimum fund balance, and reserves as an integral part of the 2021-22 Budget on June 24, 2021; and adopted user and regulatory policies on August 17, 2021; and

WHEREAS, policies regarding Human Resources and Capital Improvement Management remain to be adopted per the plan considered by the Council on April 27, 2021.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wasco that it hereby adopts the Human Resources and Capital Improvement Management Policies as set forth in attached Exhibit "A" and incorporated by this reference.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 5, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

MONICA FLORES
DEPUTY CITY CLERK and Ex Officio
Clerk of the Council of the City of
Wasco

HUMAN RESOURCE MANAGEMENT

A. Regular Staffing

1. Unless otherwise approved by the Council to achieve one-time budgetary savings, the budget will fully appropriate the resources needed for authorized regular staffing and will limit programs to the regular staffing authorized.
2. Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by full-time City employees rather than independent contractors. The City will strive to provide competitive compensation and benefits for its authorized regular work force. Each regular employee will:
 - a. Fill an authorized regular position.
 - b. Be assigned to an appropriate bargaining unit.
 - c. Receive salary and benefits consistent with labor agreements or other compensation plans.
3. To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:
 - a. The Council will authorize all regular positions.
 - b. Human Resources will coordinate and approve the hiring of all regular and temporary employees.
 - c. All requests for additional regular positions will include evaluations of:
 - The necessity, term and expected results of the proposed activity.
 - Staffing and materials costs including salary, benefits, equipment, uniforms, clerical support and facilities.
 - The ability of private industry to provide the proposed service.
 - Additional revenues or cost savings that may be realized.
4. Staffing and contract service cost ceilings will limit total expenditures for regular employees, temporary employees, and independent contractors hired to provide operating and maintenance services.

B. Temporary Staffing

1. The hiring of temporary employees will not be used as an incremental method for expanding the City's regular work force.
2. Temporary employees include all employees other than regular employees, elected officials and volunteers. Temporary employees will generally augment regular City staffing as extra-help employees, seasonal employees, contract employees, interns and work-study assistants.

The City Manager and Department Heads will encourage the use of temporary rather than regular employees to meet peak workload requirements, fill interim vacancies and accomplish tasks where less than full-time, year-round staffing is required. Under this guideline, temporary employee hours will generally not exceed 50% of a regular, full-time position (960 hours annually). There may be limited circumstances where the use of temporary employees on an

ongoing basis in excess of this target may be appropriate due to unique programming or staffing requirements. However, any such exceptions must be approved by the City Manager based on the review and recommendation of the Human Resources Manager.

3. Contract employees are defined as temporary employees with written contracts approved by the City Manager who may receive approved benefits depending on hourly requirements and the length of their contract. Contract employees will generally be used for medium-term (generally between six months and two years) projects, programs or activities requiring specialized or augmented levels of staffing for a specific period.

The services of contract employees will be discontinued upon completion of the assigned project, program or activity. Accordingly, contract employees will not be used for services that are anticipated to be delivered on an ongoing basis.

C. Overtime Management

1. Overtime should be used only when necessary and when other alternatives are not feasible or cost effective.
2. All overtime must be pre-authorized by a department head. For example, overtime that results when an employee is assigned to standby and/or must respond to an emergency or complete an emergency response.
3. Departmental operating budgets should reflect anticipated annual overtime costs and departments will regularly monitor overtime use and expenditures.
4. When considering the addition of regular or temporary staffing, the use of overtime as an alternative will be considered. The department will consider:
 - a. The duration that additional staff resources may be needed.
 - b. The cost of overtime versus the cost of additional staff.
 - c. The skills and abilities of current staff.
 - d. Training costs associated with hiring additional staff.
 - e. The impact of overtime on existing staff.

D. Independent Contractors

Independent contractors are not City employees. They may be used in two situations:

1. Short-term, peak workload assignments to be accomplished using personnel contracted through an outside temporary employment agency (OEA). In this situation, it is anticipated that City staff will closely monitor the work of OEA employees and minimal training will be required. However, they will always be considered the employees of the OEA and not the City. All placements through an OEA will be coordinated through Human Resources and subject to the approval of the City Manager.
2. Construction of public works projects and delivery of operating, maintenance or specialized professional services not routinely performed by City employees. Such services will be provided without close supervision by City staff, and the required methods, skills and equipment will

generally be determined and provided by the contractor. Contract awards will be guided by the City's purchasing policies and procedures.

Status: In Compliance

CAPITAL IMPROVEMENT MANAGEMENT

- A. **CIP Projects: \$15,000 or More.** Construction projects and equipment purchases that cost \$15,000 or more will be included in the Capital Improvement Plan CIP); minor capital outlays of less than \$15,000 will be included with the operating program budgets.
- B. **CIP Purpose.** The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness as well as conformance with established policies. The CIP is a five-year plan organized into the same functional groupings used for the operating programs. The CIP will reflect a balance between capital replacement projects that repair, replace or enhance existing facilities, equipment or infrastructure; and capital facility projects that significantly expand or add to the City's existing fixed assets.
- C. **Project Manager.** Every CIP project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations and laws are observed, and periodically report project status.
- D. **CIP Review Committee.** Headed by the Finance Director, Committee will review project proposals, evaluate the draft CIP budget document, make recommendations to the City Manager and report CIP project progress on an ongoing basis. Members include the Finance Director, Public Works Director and Community Development Director.
- E. **CIP Phases.** The CIP will emphasize project planning, with projects progressing through up to nine of the following phases:
 - 1. **Study.** Concept design, site selection, feasibility analysis, schematic design, environmental determination, property appraisals, scheduling, grant application, grant approval, specification preparation for equipment purchases.
 - 2. **Environmental Review.** EIR preparation, other environmental studies.
 - 3. **Real Property Acquisitions.** Property acquisition for projects, if necessary.
 - 4. **Site Preparation.** Demolition, hazardous materials abatements, other pre-construction work.
 - 5. **Design.** Final design, plan and specification preparation and construction cost estimation.
 - 6. **Construction.** Construction contracts.

7. **Construction Management.** Contract project management and inspection, soils and material tests, other support services during construction.
8. **Equipment Acquisitions.** Vehicles, heavy machinery, computers, office furnishings, other equipment items acquired and installed independently from construction contracts.
9. **Debt Service.** Installment payments of principal and interest for completed projects funded through debt financings.

Generally, it will become more difficult for a project to move from one phase to the next. As such, more projects will be studied than will be designed; and more projects will be designed than will be constructed or purchased during the term of the CIP.

- F. **CIP Appropriation.** The City's annual CIP appropriation for study, environmental review, real property acquisition, site preparation, design, construction, construction management, acquisition and debt service is based on the projects and phases approved by the Council through adoption of the Budget. Adoption of the CIP appropriation does not automatically authorize funding for specific project phases. This authorization generally occurs only after the preceding project phase has been completed and approved by the Council and costs for the succeeding phases have been fully developed.

Accordingly, project appropriations are generally made when contracts are awarded. If project costs at the time of bid award are less than the budgeted amount, the balance will be unappropriated and returned to fund balance or allocated to another project. If project costs at the time of bid award are greater than budget amounts, five basic options are available:

- Eliminate the project.
- Defer the project for consideration to the next Financial Plan period.
- Rescope or change the phasing of the project to meet the existing budget.
- Transfer funding from another specified, lower priority project.
- Appropriate additional resources as necessary from fund balance.

- G. **CIP Budget Carryover.** Appropriations for CIP projects lapse three years after budget adoption. Projects which lapse from lack of project account appropriations may be resubmitted for inclusion in a subsequent CIP. Project accounts, which have been appropriated, will not lapse until completion of the project phase.
- H. **General Plan Consistency Review.** In accordance with Government Code Section 65103(c), the Planning Commission will review the CIP for consistency with the General Plan and provide its findings to the Council.

Status: In Compliance



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 5, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with LAV // Pinnacle Engineering for Design and Engineering Services for the Central Avenue Neighborhood Park in an Amount Not to Exceed \$92,980.00 and allowing the City Manager to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of \$15,000.

Recommendation:

Staff recommends adopting a resolution and authorizing the City Manager to endorse and enter into an agreement for the award of a consulting contract with LAV//Pinnacle Engineering Design and Engineering Services for the Central Park Avenue Neighborhood Park in an amount not to exceed \$92,980.00.

Background:

On April 22, 2021, the City of Wasco was awarded an Urban Greening Grant from the California Natural Resources Agency to build a park at the northeast corner of Central and Filburn. The park will connect the City's existing bike network at this corner and provide play and exercise spaces for children and adults. Awarding this contract for the final project design is the first step in the process towards bidding and constructing this project.

Discussion:

The Project RFP was advertised on August 15, 2021. On September 7, 2021, the City of Wasco received one bid from the following Consultant:

FIRM	BID TOTAL
LAV // Pinnacle Engineering	\$ 92,980.00

After reviewing the proposal, Staff has determined that LAV // Pinnacle Engineering is a qualified bidder, and as such, Staff recommends awarding the Project to LAV // Pinnacle Engineering.

Fiscal Impact:

The City budgeted \$1,175,000.00 in the 2021 - 22 budget for this Project, \$470,000.00 of which was set aside for design. The bid of \$92,980.00 falls well within the design budget and allows room for unforeseen conditions during the project duration. The budget for this fiscal year consists of \$395,000.00 from an Urban Greening Grant and \$780,000.00 from the General Fund. No budget action is required.

Attachments:

1. Resolution
2. Agreement
3. Schedule
4. Conceptual Design

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENDORSE AND ENTER INTO AN AGREEMENT WITH LAV// PINNACLE ENGINEERING FOR DESIGN AND ENGINEERING SERVICES FOR THE CENTRAL AVENUE NEIGHBORHOOD PARK IN AN AMOUNT NOT TO EXCEED \$92,800.00 AND ALLOWING THE CITY MANAGER TO EXECUTE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$15,000.00.

WHEREAS, the City wishes to contract with LAV // Pinnacle Engineering to perform Design and Engineering Services; and

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

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

WHEREAS, LAV // Pinnacle Engineering and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

SECTION 1: Approves the agreement with LAV // Pinnacle Engineering

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

SECTION 3: Authorizes the City Manager to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$15,000.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 5, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

MONICA FLORES
DEPUTY CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

**CONSULTING SERVICES
AGREEMENT NO 2021 -**

THIS AGREEMENT made this ____ day of _____, 2021 by and between the City OF WASCO, a municipal corporation (the "City") and LAV // Pinnacle Engineering (the "Consultant"),

WITNESSETH:

WHEREAS, City wishes contract with Consultant to design, provide the deliverables, and construct landscape, grading, irrigation, lighting, sidewalk, bike path, and play area improvements for the Central Avenue Neighborhood Park at the northeast corner of Central Avenue and Filburn in Wasco and as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions hereinafter described and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Consultant shall provide the Services described in Exhibit "A" pursuant to the terms and conditions of this Agreement. In the event Consultant contracts with others (the "Subcontractors") to perform some of the Services, all Subcontractors shall be duly licensed or certified for the Services each is to perform and City shall have the right to review the credentials of all such Subcontractors and to reject any in City's sole and absolute discretion.
3. Consultant shall provide the Services for a fixed fee of \$92,980.00 (the "Fee"). Consultant shall be paid upon completion of the Services to the reasonable satisfaction of City and upon presentation of an invoice upon completion of the Services (the "Invoice"). The Invoice shall describe the Services performed and such other information as reasonably required by City. The Invoice shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, the Invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the Invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.
4. The Services shall be completed on or before September 5, 2022, provided,

however, that if the parties wish to extend the term of the Agreement, the City Manager is authorized to do so on behalf of the City in his sole discretion and without further approval of the City Council. Notwithstanding the foregoing, City may terminate this Agreement at any time upon ten (10) days prior written notice to Consultant in which event, if termination is without cause, Consultant shall be entitled to that portion of the Fee represented by the amount of the Services performed by Consultant to the date of termination as reasonably determined by City. If termination is for cause, no compensation shall be payable for the Services performed in breach of this Agreement.

5. (a) Consultant represents and warrants that Consultant has professional errors and omissions insurance coverage in amounts not less than \$1 million per claim and Consultant agrees to maintain the foregoing insurance throughout the term of this Agreement.

(b) Consultant, at Consultant'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.

(c) Consultant, at Consultant's sole cost and expense, shall maintain throughout the term of this Agreement a Comprehensive General Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Consultant's performance hereunder in amounts not less than \$1 million per occurrence (the "Policy"). The Policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage. In the event the Policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Consultant. Consultant shall provide City with a Certificate of Insurance verifying Consultant's compliance with the foregoing.

6. Consultant shall not provide Consulting services for projects within City to any entity or individual other than City without the prior written consent of the City.

7. Information, data, plans and specifications, deliverables, and all other documents prepared by Consultant or others for City will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. Consultant hereby assigns all copyrights to all of the foregoing to City. Consultant shall retain and maintain the foregoing documents for City in its office at no additional cost to City. A final set shall be delivered to City digitally, manually and/or hand carried. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City.

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

writing and shall be deemed served if personally delivered or when sent by confirmed facsimile or electronic mail ("email") or upon mailing in the United States mail, postage prepaid, certified, return receipt requested with the date of signing the return receipt (or refusal to do so) as the date of service. Notices shall be sent to the following addresses: if to City - City Manager, 764 E Street, Wasco, California 93280, Fax - (661) 758-1728, Email - cityclerk@cityofwasco.org; or if to Consultant, C. Scott Quintana, President, – Fax -661-377-0076, Email – LAV@PinnacleX2.com . Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

12. (a) Consultant shall indemnify, defend, and hold harmless City, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from Consultant's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Consultant, Consultant's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

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

13. 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.

14. 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.

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

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

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

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

19. 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.

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

21. Consultant shall not assign this Agreement or any part thereof to any other entity or individual without City's prior written consent, which consent may be given or denied in City's sole discretion.

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

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

_____, "Consultant"

EXHIBIT "A"

LAV//Pinnacle Engineering ♦ Item 5 – Scope of Work

10. Cost Proposal

No.	Milestone Tasks to Complete	Extended Amount (\$)
1	<i>Aerial Topographical Survey and Boundary Survey of 2.1 Acre Site including street frontages, bike and pedestrian path extensions and possible utility extensions.</i>	\$5,140
2	<i>Prepare Base Map, Field Check of Topo', Boundary Resolution, to include existing utilities, street rights of ways, easements and encumbrances of record, and survey boundary and topographical data. (Cost includes \$900 for Title Report)</i>	\$8,660
3	<i>Agricultural Soils Report and Limited Geotechnical/Soils Report: Soil classifications, soil bearing values, resistance values, expansion or collapsibility potential, and soil-cement reactivity.</i>	\$3,580
4	<i>Refine Conceptual Park Site Plan, including prelim. plant palettes and irrigation system, pathway lighting layout, prelim. site furnishing selection and carbon sequestration calcs.</i>	\$4,960
5	<i>Grading, Site Improvement Plans, and Site Utilities, Engineering Calculations (Master Studies), Applications for Service and Pole Relocation (Excluding Landscaping, irrigation and park features)</i>	\$14,440
6	<i>Frontage Street Improvement Plans, Pedestrian and Bike Plan Extensions, Transit Station, Necessary Utility Extensions</i>	\$14,460
7	<i>Final Architectural Plans for Park: Plantings, Irrigation, Amenities, Miscellaneous Features</i>	\$9,580
8	<i>Miscellaneous Meetings between City and Engineer or Architect</i>	\$5,530
9	<i>Storm Water Pollution Prevention Plan (Site exceeds one acre)</i>	\$2,880
10	<i>Dust Control Plan per SJAPCD</i>	\$3,610
11	<i>Project Bidding Documents, Respond to RFI's, Prepare Addendums during Bid Process</i>	\$7,420
12	<i>Field Coordination of Utility Pole Relocations, Bird-dog plan preparation.</i>	\$4,360
13	<i>Construction Staking, Grade Certifications, (Assuming 40 hours of field work)</i>	\$8,360
	Subtotal:	\$92,980

LAV//Pinnacle will submit invoice for payment upon completion of each 'Milestone Task' reference above in the cost proposal summary.

City of Wasco - Central Avenue Neighborhood Park, Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	2022
						ep '2 Oct '21 ov '2 Dec '21 Jan '22 eb '2 Mar '22 Apr '22 ay '2 Jun '22 Jul '22 Aug '22 ep '2
1	Contract Award	0 days	Tue 9/21/21	Tue 9/21/21		9/21
2	Research As-Builts, Util's & Survey Control	2 wks	Tue 9/21/21	Mon 10/4/21	1	9/21 10/4
3	Geotechnical and Soils Reports	7 wks	Tue 9/21/21	Mon 11/8/21	1	9/21 11/8
4	Topo' & Boundary Survey - Aerial Drone	1 wk	Tue 9/28/21	Mon 10/4/21	2FS-1 wk	9/28 10/4
5	Base Map - Process Field Data & Title Info	2 wks	Tue 10/5/21	Mon 10/18/21	4	10/5 10/18
6	Park Conceptual Plan to City	3 wks	Tue 9/21/21	Mon 10/11/21	1	9/21 10/11
7	City Review of Concept Plan	4 wks	Tue 10/12/21	Mon 11/8/21	6	10/12 11/8
8	Address City's Comments on Concept Pln	2 wks	Tue 11/9/21	Mon 11/22/21	7	11/9 11/22
9	City Approves Concept Plan and Amenities	0 wks	Mon 12/20/21	Mon 12/20/21	8FS+4 wks	12/20
10	Grading and Sitework Plan - Civil Engineer	4 wks	Tue 12/21/21	Mon 1/17/22	9	12/21 1/17
11	Street Improvement Plans, Path Extension	4 wks	Tue 12/21/21	Mon 1/17/22	9	12/21 1/17
12	Landscape Architectural Plans	4 wks	Tue 12/21/21	Mon 1/17/22	9	12/21 1/17
13	City Plan Check - All Improvements	6 wks	Tue 1/18/22	Mon 2/28/22	10,11,12	1/18 2/28
14	Address City Comments - Resubmit	2 wks	Tue 3/1/22	Mon 3/14/22	13	3/1 3/14
15	Contract Bidding Documents	3 wks	Tue 3/1/22	Mon 3/21/22	13	3/1 3/21
16	Utility Applications	0 days	Mon 5/2/22	Mon 5/2/22	19	5/2
17	City Plan Check - Second - Imp's & Bid Doc's	4 wks	Tue 3/15/22	Mon 4/11/22	14	3/15 4/11
18	Address City Comments from 2nd Chk.	1 wk	Tue 4/12/22	Mon 4/18/22	17	4/12 4/18
19	City Staff Approves Plans	0 days	Mon 5/2/22	Mon 5/2/22	18FS+2 wks	5/2
20	Utility Comp Pole Relo's and Serv App's	18 wks	Tue 5/3/22	Mon 9/5/22	19	5/3 9/5
21	Project Out to Bid	7 wks	Tue 5/3/22	Mon 6/20/22	19	5/3 6/20
22	City Council Approves Contract Award	0 wks	Mon 7/18/22	Mon 7/18/22	21FS+4 wks	7/18
23	Contractor Mob', Insurance, Bonding	2 wks	Tue 7/19/22	Mon 8/1/22	22	7/19 8/1
24	Ground-Breaking Ceremony	0 days	Mon 8/1/22	Mon 8/1/22	23	8/1

Project: Wasco CANP Pr
Date: Mon 8/30/21

Task		Summary		Rolled Up Progress		Group By Summary	
Critical Task		Rolled Up Task		Split		Deadline	
Progress		Rolled Up Critical Task		External Tasks			
Milestone		Rolled Up Milestone		Project Summary			

Prepared by: LAV Consulting / Pinnacle Engineering Page 1



Central Ave. /Filburn St. Park, City of Wasco

CONCEPTUAL LANDSCAPE PLAN



SCALE: 1" = 20'-0"



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 5, 2021

SUBJECT: Adopt a Resolution Approving the Final Map for Phase 1 of Tract 7373 Accepting for Public Use all Dedications for the Purpose for which they are offered, Authorizing the City Manager and the City Clerk to sign the Subdivision Agreement, and Authorizing the City Clerk to Endorse the Map.

Recommendation:

Staff recommends 1) adopting a resolution approving the Final Map 2) accept for public use the dedications for the purposes for which they are offered subject to council acceptance of the improvements 3) authorize the City Manager and City Clerk to sign the Subdivision Agreement, and authorize the City Clerk to endorse the map.

Background:

The Subdivider, LeOra, LLC, has submitted the Final Tract Map No. 7373, Phase 1, for the City Council's approval. A Subdivision Agreement between the City and the Developer has been prepared. All improvements in the public right-of-way that have not been completed are required to be bonded for per the approved security estimate and will not be accepted by the City until complete.

Discussion:

The City Engineer and Surveyor has reviewed the final map and finds it is in conformance with the Subdivision Map Act. The Subdivider has paid all the necessary fees. The Developer has provided the tax estimate, tax certificate, subdivision guarantee, Letters of credit, and recording fees for the map.

Fiscal Impact:

None.

Attachments:

1. Resolution
2. Final Map
3. Subdivision Agreement

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE FINAL MAP FOR TRACT NO. 7373 PHASE 1, ACCEPTING FOR PUBLIC USE ALL DEDICATIONS FOR THE PURPOSE FOR WHICH THEY ARE OFFERED, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO SIGN THE SUBDIVISION AGREEMENT, AND AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP

WHEREAS, LeOra, LLC, as a Subdivider has submitted the final map for Tract No. 7373 Phase 1 in the City of Wasco to be developed under the provisions of the Subdivision Map Act and the Wasco Municipal Code; and

WHEREAS, the Subdivider submitted the required improvement plans, and the public improvements that have not been constructed have been guaranteed by a Letter of Credit; and

WHEREAS, the Subdivider submitted the Final Map, and the City Engineer has reviewed and approved the map.

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

SECTION 1: Approves the Final Map for Tract No. 7373, Phase 1, and accepts for public use all dedications for the purpose for which they are offered.

SECTION 2: Authorizes the City Manager and City Clerk to sign the Subdivision Agreement and authorizes the City Clerk to endorse the Final Map.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 5, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

MONICA FLORES
DEPUTY CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER OF SAID MAP AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION EXCEPT THOSE THAT WERE OBTAINED BY SEPARATE DOCUMENT.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 66 DESIGNATED AS "6 FOOT PUBLIC UTILITIES EASEMENT" AS SHOWN UPON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND ARE TO BE KEPT OPEN AND FREE FROM ANY BUILDINGS OR STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF WASCO, A FLOWAGE AND DRAINAGE EASEMENT OVER, ON, AND UNDER ALL OF LOT 10 FOR DRAINAGE PURPOSES ON, UNDER AND OVER THAT CERTAIN AREA AS DESIGNATED UPON THIS MAP. SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH A TIME THAT GROMER AVENUE, POPLAR STREET, AND MARGALO STREET REMAIN PUBLIC ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 9 AND LOTS 19 THROUGH 42, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE HEREBY DEDICATED TO PUBLIC USE ALL THE REAL PROPERTY LOCATED WITHIN THE SAID PROPERTY TO BE USED FOR STREET RIGHTS OF WAY AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION. SAID REAL PROPERTY TO BE USED FOR STREET AND UTILITY PURPOSES.

LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MICHAEL F. HAIR, JR., MEMBER DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } SS.
COUNTY OF _____

ON _____, 20____. BEFORE ME, _____ NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Signature _____
Name (Typed or Printed) _____

MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____

COUNTY OF _____

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN BOOK _____ OF TRACT MAPS AT PAGE _____ IN THE OFFICE OF THE KERN COUNTY RECORDER THIS _____ DAY OF _____, 20____, AT _____ M., AT THE REQUEST OF MICHAEL DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____

TRACT MAP NO. 7373 - PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF WASCO
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

36.76 ACRES GROSS

68 LOTS

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WASCO HEREBY ORDERS THAT THE MAP OF " TRACT NO. 7373, PHASE 1" IS APPROVED. THE STREETS, ACCESS RIGHTS, AND ANY OTHER EASEMENTS SHOWN UPON THIS MAP ARE HEREBY OFFERED FOR DEDICATION AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND THE ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY COUNCIL, IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF WASCO, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING;

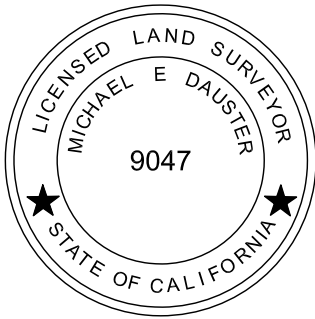
NAME	NATURE OF INTEREST
THE UNITED STATES OF AMERICA	EASEMENTS FOR WATER PIPELINE PER BOOK 2513, PAGE 507 O.R.
PACIFIC GAS & ELECTRIC	AN EASEMENT FOR POLE AND WIRE LINES, COMPANY TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS PER BOOK 2888, PAGE 339 O.R. MODIFIED PER BOOK 3440, PAGE 408 O.R.
CITY OF WASCO	IRREVOCABLE OFFER TO DEDICATE FOR PUBLIC ROAD PURPOSES PER INSTRUMENT NO. 0206266379
CITY OF WASCO	THE LAND INCLUDED WITH A PROJECT AREA OF THE WASCO REDEVELOPMENT AGENCY, WASCO REDEVELOPMENT PROJECT, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN), AS DISCLOSED BY STATEMENT OF COMMENCEMENT OF REDEVELOPMENT ACTIVITIES, PER INSTRUMENT NO. 207161378.
CITY OF WASCO	TEMPORARY FLOWAGE EASEMENT AND INCIDENTAL PURPOSES PER INSTRUMENT NO. 219046387.
CITY OF WASCO	IRREVOCABLE OFFER TO DEDICATE FOR PUBLIC STREET PURPOSES PER INSTRUMENT NO. 219046388
CITY OF WASCO	AN EASEMENT OVER SAID LAND FOR WATER LINES AND INCIDENTAL PURPOSES, GRANTED TO CITY OF WASCO, IN DEED RECORDED NOVEMBER 8, 1959, BOOK 6312, PAGE 1722, OFFICIAL RECORDS.

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY OF WASCO HELD ON THE _____ DAY OF _____, 20____ AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND RE-SUBDIVISION AND ACCEPTING ON BEHALF OF THE PUBLIC, THE EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP AS PUBLIC UTILITIES EASEMENTS.

MARIA O. MARTINEZ DATE
CITY CLERK, CITY OF WASCO

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 SHOWN AS NORTH 01°10'52" EAST AS PER SURVEY INVESTIGATION AND PERPETUATION MAP 7-1, FILED IN BOOK 7 AT PAGE 49 IN THE OFFICE OF THE KERN COUNTY SURVEYOR, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



SURVEYOR'S STATEMENT

I, MICHAEL E. DAUSTER, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP MADE UNDER MY SUPERVISION CONSISTING OF TWO SHEETS AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, CORRECTLY REPRESENTS A FIELD SURVEY MADE UNDER MY SUPERVISION DURING MARCH 15TH, 2020, THAT SUCH SURVEY IS TRUE AND COMPLETE; AND THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, ARE OF A CHARACTER AND DO OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF WASCO AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, EXCEPT LOT CORNERS WHICH WILL BE SET WITHIN ONE YEAR FROM THE RECORDING OF THIS MAP.

MICHAEL E. DAUSTER L.S. 9047 DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, THAT ALL PROVISIONS OF DIVISION 2, TITLE 7, OF THE GOVERNMENT CODE AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE SAME TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JUAN M. PANTOJA, R.C.E. 64740 DATE
CITY ENGINEER, CITY OF WASCO



CITY SURVEYOR'S STATEMENT

I, WILEY D. HUGHES, HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF LAW HAVE BEEN COMPLIED WITH, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

WILEY D. HUGHES DATE
CITY SURVEYOR, CITY OF WASCO
L.S. 3779 (EXPIRES 06/30/22)



PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF WASCO APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON FEBRUARY 10TH, 2020 AND THE SUBDIVISION AS SHOWN ON THE MAP AS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KERI COBB DATE
PLANNING DIRECTOR, CITY OF WASCO

TRACT MAP NO. 7373 - PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF WASCO
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN,
STATE OF CALIFORNIA.

36.76 ACRES GROSS

68 LOTS

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	35.23	50.00	18.38	40°22'03"
C2	147.55	55.00	235.55	153°42'50"
C3	53.93	55.00	29.35	56°10'39"
C4	48.81	55.00	26.14	50°50'38"
C5	26.75	50.00	13.71	30°39'31"
C6	14.57	270.00	7.29	3°05'31"
C7	23.86	330.00	11.94	4°08'34"
C8	14.15	270.00	7.08	3°00'13"
C9	38.67	330.00	19.36	6°42'50"
C10	11.14	25.00	5.66	25°31'11"
C11	3.20	25.00	1.60	7°20'24"
C12	65.31	100.00	33.87	37°25'05"
C13	50.15	100.00	25.62	28°44'06"
C14	43.60	100.00	22.15	24°58'57"
C15	40.57	100.00	20.57	23°14'32"
C16	61.76	100.00	31.90	35°23'10"
C17	10.39	100.00	5.20	5°57'20"
C18	14.34	25.00	7.37	32°51'36"
C19	30.70	270.00	15.37	6°30'54"
C20	38.63	330.00	19.34	6°42'23"
C21	31.64	270.00	15.84	6°42'50"
C22	23.77	330.00	11.89	4°07'40"
C23	38.53	300.00	19.29	7°21'31"
C24	35.15	300.00	17.60	6°42'50"
C25	35.15	300.00	17.60	6°42'50"
C26	35.15	300.00	17.60	6°42'50"
C27	8.47	50.00	4.25	9°42'37"
C28	250.29	55.00	64.70	260°44'07"
C29	271.78	100.00	464.87	155°43'11"
C30	62.52	500.00	31.30	7°09'49"
C31	62.52	500.00	31.30	7°09'49"

SCALE: 1"=200'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°54'10"W	28.28
L2	N44°05'50"W	28.28
L3	N46°02'35"E	28.35
L4	S45°54'10"W	28.28
L5	N44°05'50"W	28.28
L6	S50°48'21"W	29.16
L7	S42°17'47"E	27.52
L8	N82°23'00"W	61.88
L9	S48°18'46"W	29.32
L10	N82°23'00"W	62.80
L11	N38°39'14"W	27.68
L12	N00°54'10"E	5.77
L13	N44°05'50"W	28.28
L14	N45°48'38"E	28.33
L15	N44°11'22"W	28.24
L16	N45°54'10"E	28.28
L17	S44°05'26"E	28.28
L18	S52°31'02"W	28.33
L19	S82°23'00"E	6.78
L20	S89°05'50"E	12.00
L21	S89°05'50"E	11.96
L22	S82°23'00"E	7.13
L23	N38°40'35"W	27.64
L24	N45°54'10"E	28.28
L25	N44°05'50"W	28.28

RADIAL TABLE			
RAD	BEARING	RAD	BEARING
R1	N89°05'50"W	R28	N31°57'26"W
R2	N48°43'47"W	R29	S00°54'10"W
R3	N48°43'47"W	R30	N89°05'50"W
R4	S22°26'37"E	R31	N82°34'56"W
R5	S78°37'16"E	R32	S07°37'00"W
R6	N50°32'06"E	R33	S00°54'37"W
R7	N50°32'06"E	R34	S00°54'10"W
R8	N81°11'37"E	R35	S07°37'00"W
R9	S89°05'46"E	R36	S84°58'10"E
R10	S89°05'50"E	R37	S89°05'50"E
R11	S86°00'19"E	R38	S89°05'50"E
R12	N08°22'00"E	R39	S82°23'00"E
R13	N04°13'26"E	R40	S07°37'00"W
R14	N05°26'32"E	R41	S00°54'10"W
R15	N08°26'45"E	R42	N89°05'50"W
R16	N82°23'00"W	R43	N82°23'00"W
R17	N89°05'50"W	R44	N08°24'12"E
R18	S89°05'50"E	R45	N01°02'41"E
R19	S63°34'39"E	R46	N00°43'07"E
R20	S56°14'15"E	R47	N07°56'52"E
R21	N56°14'15"W	R48	N00°54'58"E
R22	S86°20'40"W	R49	N08°04'50"E
R23	S57°36'34"W	R50	S08°04'48"W
R24	S32°37'37"W	R51	S00°54'57"W
R25	S09°23'05"W		
R26	S26°00'05"E		
R27	N31°57'26"W		

NOTES

THE DISTINCT BORDER INDICATES THE BOUNDARY OF LAND TO BE SUBDIVIDED BY THIS MAP

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

UNLESS OTHERWISE NOTED, ALL REAR LOT CORNERS WILL BE SET WITH A REBAR AND PLASTIC CAP MARKED L.S. 9047 AS PER CITY OF WASCO MUNICIPAL CODE (24" LONG, 6" BELOW FINISHED GRADE), AND ALL FRONT LOT CORNERS WILL BE SET WITH A TAG IN THE TOP OF CURB AT THE PROLONGATION OF THE SIDE LOT LINES.

TEMPORARY FLOWAGE EASEMENT RECORDED 04/24/2019, PER DOC NO. 219046387 O.R. IS HEREBY ABANDONED PER THIS MAP

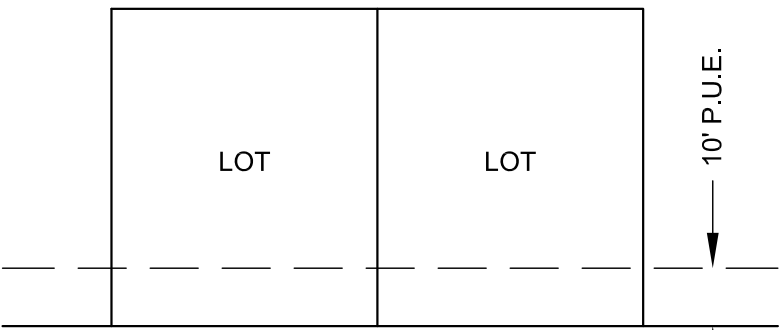
TRACT MAP NO. 7373 - PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF WASCO
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

36.76 ACRES GROSS

68 LOTS

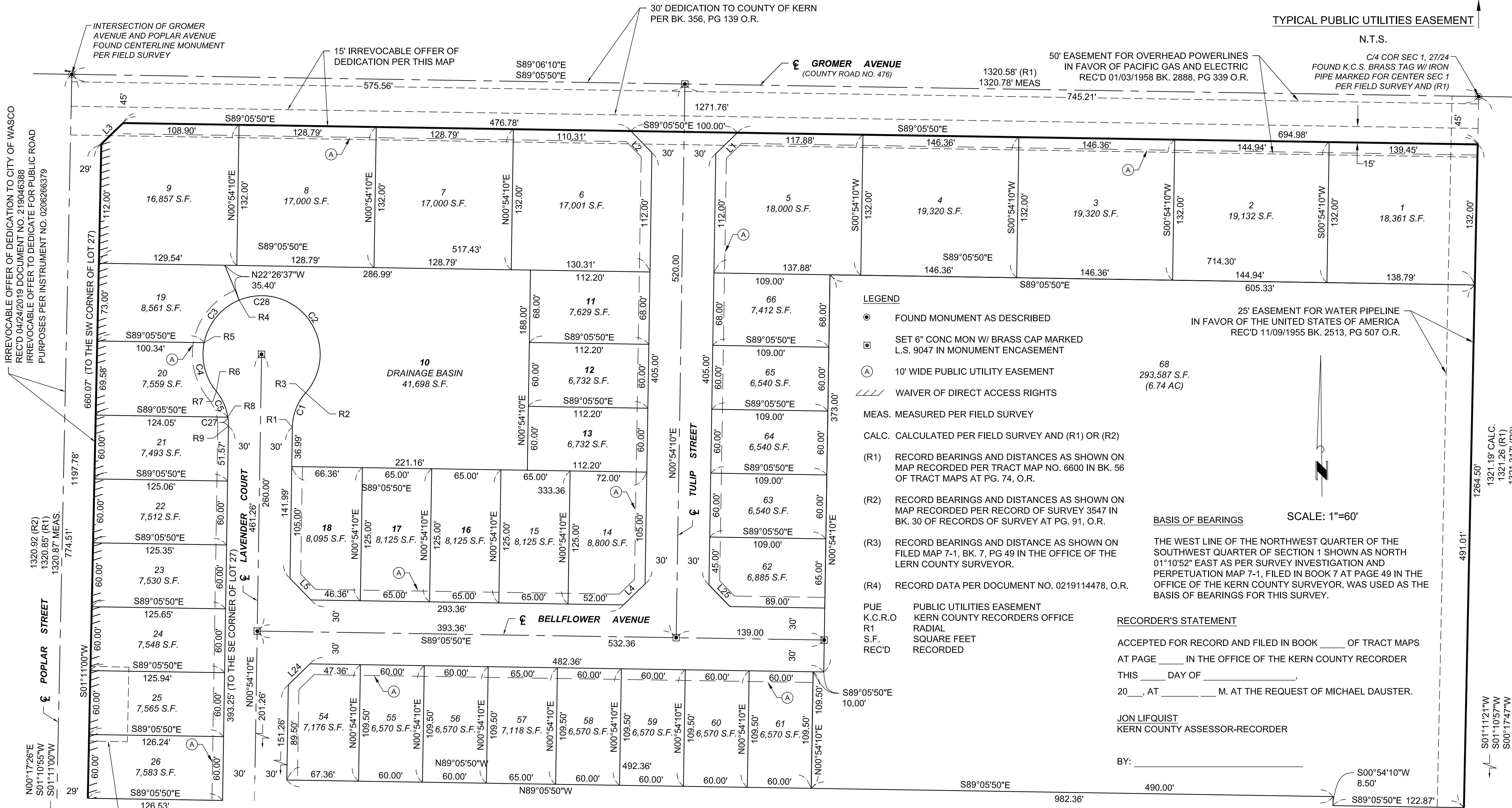
PUBLIC UTILITIES EASEMENT
TYPICAL WHERE SHOWN
UNLESS OTHERWISE INDICATED



TYPICAL PUBLIC UTILITIES EASEMENT

N.T.S.

C/4 COR SEC 1, 27/24
FOUND K.C.S. BRASS TAG W/ IRON
PIPE MARKED FOR CENTER SEC 1
PER FIELD SURVEY AND (R1)



SEE SHEET 4

SHEET 3 OF 4 SHEETS

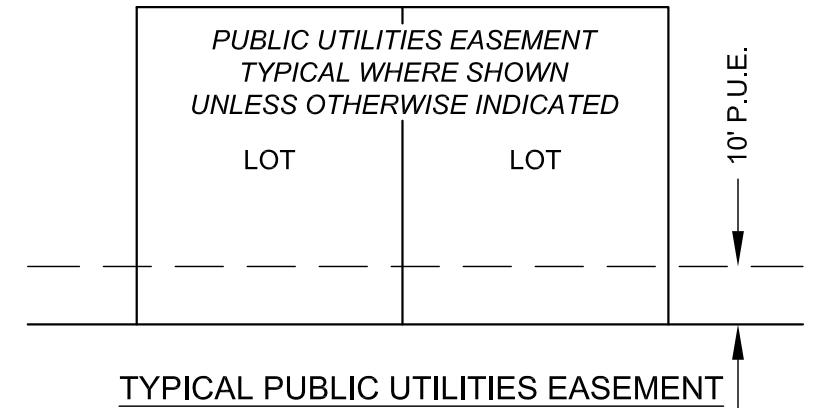
TRACT MAP NO. 7373 - PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF WASCO
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

36.76 ACRES GROSS

68 LOTS

SEE SHEET 3



BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 SHOWN AS NORTH 01°10'52" EAST AS PER SURVEY INVESTIGATION AND PERPETUATION MAP 7-1, FILED IN BOOK 7 AT PAGE 49 IN THE OFFICE OF THE KERN COUNTY SURVEYOR, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

NOTES

THE DISTINCT BORDER INDICATES THE BOUNDARY OF LAND TO BE SUBDIVIDED BY THIS MAP

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

UNLESS OTHERWISE NOTED, ALL REAR LOT CORNERS WILL BE SET WITH A REBAR AND PLASTIC CAP MARKED L.S. 9047 AS PER CITY OF WASCO MUNICIPAL CODE (24" LONG, 6" BELOW FINISHED GRADE), AND ALL FRONT LOT CORNERS WILL BE SET WITH A TAG IN THE TOP OF CURB AT THE PROLONGATION OF THE SIDE LOT LINES.

TEMPORARY FLOWAGE EASEMENT RECORDED 04/24/2019, PER DOC NO. 219046387 O.R. IS HEREBY ABANDONED PER THIS MAP

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT
- Ⓐ 10' WIDE PUBLIC UTILITY EASEMENT
- /// WAIVER OF DIRECT ACCESS RIGHTS
- MEAS. MEASURED PER FIELD SURVEY
- CALC. CALCULATED PER FIELD SURVEY AND (R1) OR (R2)
- (R1) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 6600 IN BK. 56 OF TRACT MAPS AT PG. 74, O.R.
- (R2) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER RECORD OF SURVEY 3547 IN BK. 30 OF RECORDS OF SURVEY AT PG. 91, O.R.
- (R3) RECORD BEARINGS AND DISTANCE AS SHOWN ON FILED MAP 7-1, BK. 7, PG 49 IN THE OFFICE OF THE LERN COUNTY SURVEYOR.
- (R4) RECORD DATA PER DOCUMENT NO. 0219114478, O.R.

PUE PUBLIC UTILITIES EASEMENT
K.C.R.O. KERN COUNTY RECORDERS OFFICE
R1 RADIAL
S.F. SQUARE FEET
REC'D RECORDED

RECORDER'S STATEMENT

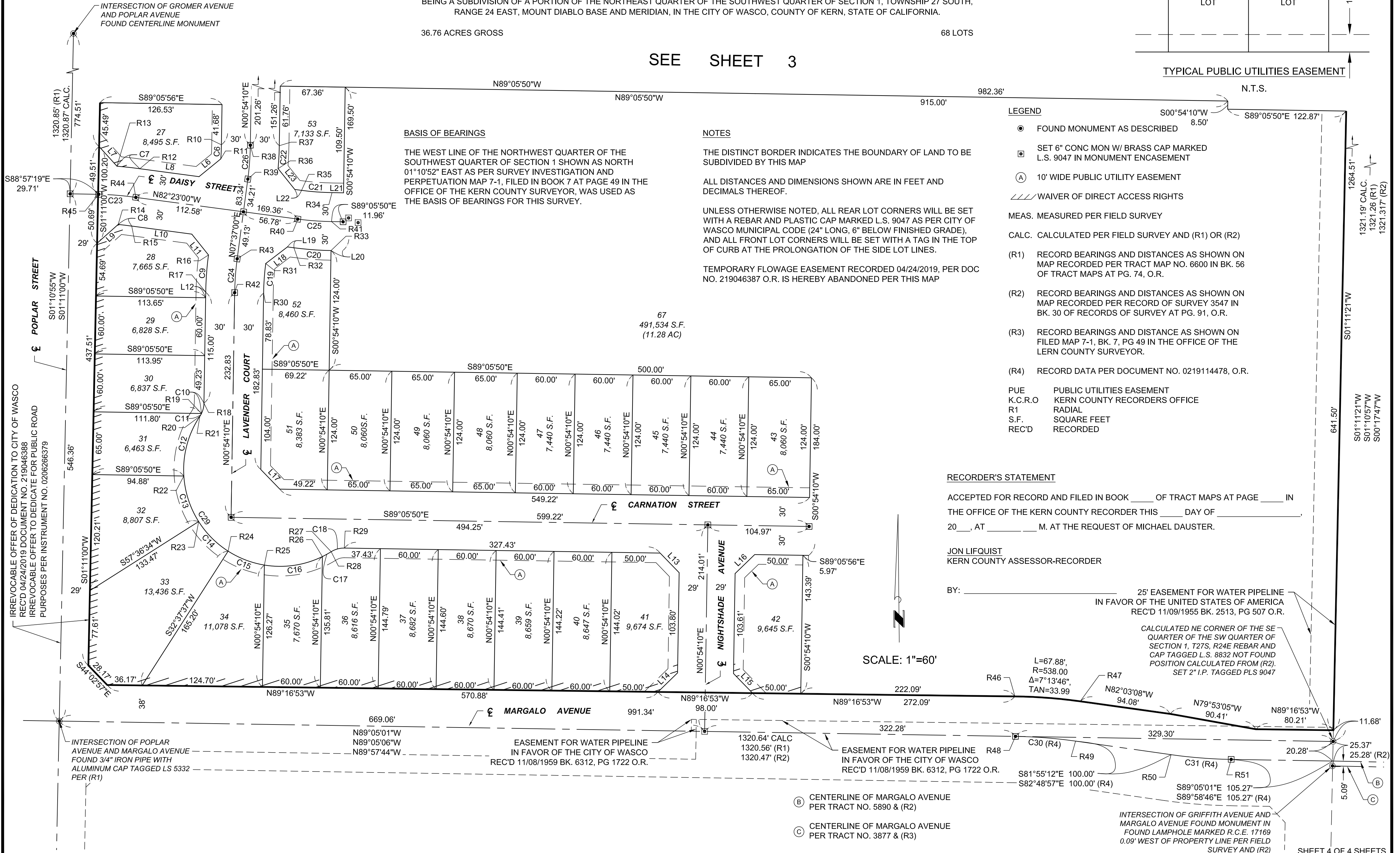
ACCEPTED FOR RECORD AND FILED IN BOOK _____ OF TRACT MAPS AT PAGE _____ IN THE OFFICE OF THE KERN COUNTY RECORDER THIS _____ DAY OF _____, 20____, AT _____ M. AT THE REQUEST OF MICHAEL DAUSTER.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ 25' EASEMENT FOR WATER PIPELINE IN FAVOR OF THE UNITED STATES OF AMERICA REC'D 11/09/1955 BK. 2513, PG 507 O.R.

CALCULATED NE CORNER OF THE SE QUARTER OF THE SW QUARTER OF SECTION 1, T27S, R24E REBAR AND CAP TAGGED L.S. 8832 NOT FOUND POSITION CALCULATED FROM (R2). SET 2" I.P. TAGGED PLS 9047

SCALE: 1"=60'



AGREEMENT NO. 2021 - _____
SUBDIVISION AGREEMENT
FOR
TRACT MAP 7373 – PHASE 1 (66 LOTS)

THIS AGREEMENT, entered into this _____ day of _____, 2021 by and between the CITY OF WASCO, a Municipal Corporation, herein referred to as the “City”; and LEORA, LLC. herein referred to as the “Developer.”

WITNESSETH:

WHEREAS, the Developer is developing and subdividing land in the City of Wasco, under the provisions of the Subdivision Map Act (Government Code Sections 66410 et. seq., referred to as the “Map Act”), and under the provisions of the Subdivision Ordinance of the City of Wasco (Wasco Municipal Code), referred to as the “Ordinance,” and

WHEREAS, the tentative map **TRACT MAP 7373** has been approved by the Planning Commission of the City (Advisory Agency), subject to certain approved exceptions and conditions; and

WHEREAS, the Developer has submitted the final map to the City Council of the City for approval in accordance with the Map Act and the Ordinance, said final map shall be referred to as the “**Final Tract Map 7373 – Phase 1**,” or “Subdivision”; and

WHEREAS, the Developer has complied with all provisions of the Map Act and the Ordinance applicable to the Subdivision, excepting only that the Developer has not completed the improvement work therefor and has not set or placed all of the permanent monuments required for the Subdivision, but desires to enter into an agreement with the City to complete the required improvement work within the time and in the manner provided herein; and

WHEREAS, the City Council of the City is willing to approve the Final Tract Map, and to accept on behalf of the City all of the streets, easements, and pedestrian ways dedicated thereon or deeded to the City in connection therewith, under the terms and conditions hereinafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, **IT IS EXPRESSLY AGREED AND UNDERSTOOD** as follows:

I.

Concurrently upon the execution of this Agreement and upon posting by the Developer of the Improvement Security as mentioned herein, the City, by and through its City Council, does hereby agree to approve the Final Tract Map 7373 – Phase 1, and to accept all streets, easements, and pedestrian ways dedicated thereon or deeded by the Developer to the City in connection therewith. Improvement Security shall be, as hereinafter provided for, to be approved by the City Council of the City and shall be in the amounts fixed by said City Council.

II.

For and in consideration of the approval of the Final Tract Map referred to in Paragraph I hereof, and for and in consideration of the acceptance of the streets, easements, and pedestrian ways dedicated thereon or deeded to the City in connection therewith, the Developer hereby agrees as follows:

In accordance with the requirements of the City Council, the Developer shall construct, at its sole cost and expense, those improvements, shown on the plans, profiles, and specifications, all as approved by the City Engineer, and all of which are incorporated in the Agreement by reference as a part hereof, and which are generally designated as follows: Curbs, gutters, sidewalks, grading, paving, drainage facilities, landscaping, parking, sanitary sewers, water distribution system, street name signs, street lighting, and utility systems.

1. **IMPROVEMENTS TO BE CONSTRUCTED:**

- (a) Developer shall grade, pave, construct and improve all of the Streets, Easements and Pedestrian Ways dedicated to the City or deeded by the Developer to the City in connection therewith, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto and, more particularly pursuant to and in accordance with the Plans and Profiles, and by this reference incorporated herein.
- (b) Developer shall install a Water Distribution System, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans, and by reference incorporated herein.
- (c) Developer shall install a Sanitary Sewer System, including the construction and installation of all pipelines, manholes, appurtenances, and services to each lot, pursuant to and in

accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.

- (d) Developer shall site grade, compact, and improve building sites, so as to drain properly within the Subdivision, pursuant to and in accordance with the Plans and Specifications, and by reference incorporated herein.
- (e) Developer shall provide for all necessary Storm Drainage Facilities, including the construction and installation of pipelines, sumps, and appurtenances, pursuant to and in accordance with the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.
- (f) Developer shall construct all public utilities as required by the Wasco Municipal Code. Services from the public utilities, consisting of telephone, gas, electric, water, sewer, and cable t.v. service, shall be provided for each lot within this subdivision. This shall also include a Street Lighting System.

Developer shall furnish the City with written statements from the Electric Company, Gas Company, Telephone Company, and Cable T.V. Company, specifying that financial arrangements and terms for the installation of all electrical, gas, telephone, and cable t.v. services have been made for the subdivision. The terms thereof shall guarantee the installation of said services to each lot as required at no cost to the City and shall be subject to the approval of the City Engineer.

- (g) Developer shall provide for the setting or placement of all permanent monuments required for the Subdivision by the Wasco Municipal Code. Said permanent monuments shall be placed or set in accordance with said Municipal Code and shall be located in such positions and shall be of the character and type specified therein. Property lines shall be marked with a chiseled line on the top of curb.
- (h) Developer shall remove, relocate or replace all obstructions or otherwise make all necessary arrangements to have said obstructions relocated at his own expense. Said obstructions and their removal and/or relocation shall be shown on all applicable plans and profiles and shall not hinder any construction.

- (i) All changes, relocations, or modifications required for the development of the proposed subdivision to existing city utilities, streets, and facilities whether within the boundaries of the subdivision or offsite, and all changes, relocations, and modifications to other public utilities including, but not limited to electric, gas, water or telephone lines, caused by the development of the subdivision shall be paid for by the Developer. If Developer damages any public or private utility, said utility is to be repaired or replaced at Developer's expense.
- (j) Developer shall furnish the City with a written statement from the U.S. Postal Service stating that all required mailboxes for the Subdivision have been installed per the specifications of the Postal Service
- (k) Developer shall when deemed necessary for emergency vehicle and/or city service vehicle access, construct temporary turnarounds and/or temporary road connections to adjoining public streets to facilitate safe ingress and egress to the development area.
- (l) Items (a) through (k) above shall be completed prior to the issuance of Certificate of Occupancy for any residence within the Subdivision.

2. **MANNER OF CONSTRUCTION:**

The improvements designated above shall be installed and constructed in accordance with all of the following:

- (a) Wasco Municipal Code.
- (b) Kern County Standards
- (c) The California Subdivision Map Act.
- (d) Approved plans, specifications, and profiles.
- (e) Standard City specifications and grades.
- (f) State of California Business and Transportation Agency Standard Specifications (Current Edition).
- (g) Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION:**

All of said improvements shall be completed in full in accordance with the terms of this Agreement and to the satisfaction of the City Engineer within twelve (12) months from the date of approval of this Agreement to wit: on or before September 7, 2022, or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) working days from start of work.

4. **INSPECTION AND APPROVAL OF WORK:**

- (a) All improvement work shall be subject to inspection by the City's designee and shall be completed to their satisfaction.
- (b) When all of the required improvement work has been satisfactorily completed, upon written application of the Developer, the City's Designee and the Developer and his Engineer or designee shall inspect and approve the same within a reasonable time and shall forward his recommendation to City Council showing the date of inspection and approval.
- (c) If the City Council approves the recommendation, it shall make its order accepting or approving the work of improvement.
- (d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of approval of the work of improvement by the City's designee, as shown in his said certificate.
- (e) Except as otherwise provided, the Developer and surety shall be deemed released from liability for damage or injury to such work so accepted by said Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve the Developer or its surety from any damage or injury to such work of improvement or any maintenance required therefor arising from any other work undertaken by the Developer or its surety, or as may necessarily be done by the City in the performance of any part of the required improvement work as a result of any default in the performance of this Agreement by the Developer or its surety or arising from any willful act or negligent act or omission of the Developer or its surety or their contractors, agents or employees, or arising from defective work or labor done

or defective materials furnished in the performance of the Agreement.

- (f) At the time of making of the order of acceptance or approval of such work, as the case may be, said Council shall affect a reduction of the improvement security in accordance with other provisions of this Agreement.
- (g) The provisions of (e) notwithstanding, the Developer shall not be released from liability arising from damage or injury to such work of improvements that may have been accepted by the City that has been caused by the construction of new homes and related accessories in the subdivision. A close-out inspection shall be called for by the Developer/Developer prior to the release of the final building permit. All damage or injury shall be corrected prior to the issuance of a certificate of occupancy for the final building.
- (h) Pursuant to City of Wasco Municipal Code Section 16.12.050(C), no final certificate of occupancy shall be granted for any building until such time that all required improvements for Tract 7373 Phase 1 have been completed and accepted by the City Council.

5. **CHANGES AND ALTERATIONS:**

- (a) The Developer shall make no change or alteration in such work except with written approval by the City Engineer.
- (b) The Developer shall carry out such changes or alterations in such work as may be ordered by the City Engineer in the exercise of its reasonable discretion, as follows:
 - (i) As required by the Map Act;
 - (ii) As consistent with City ordinance, applicable at the time of approval of the tentative map; or
 - (iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the tentative map.
- (c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.
- (d) Within sixty (60) days following City's acceptance of subdivision improvements, Developer shall provide City Engineer with original set of improvement plans and electronic drawings (AutoCAD)

containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on said plans.

6. **GUARANTEE AGAINST DEFECTS:**

The Developer hereby guarantees all features of the work of improvement for a period of 12 months following the acceptance of the work against defective work or labor done, or defective material furnished, in the performance of this Agreement; and Developer agrees to correct, repair, or replace promptly when demanded by the City all such defective work or labor done, or defective materials furnished, as may be discovered within such 12 month period and reported to the City Council.

Provided further that the Developer shall repair or replace all features of the work of improvement as directed by the City Engineer that are damaged by construction, including but not limited to dwellings and related accessory features, that occurs after the expiration of the 12-month warrantee. The issuance of the final certificate of occupancy for a dwelling shall be withheld until the damage is corrected.

7. **IMPROVEMENT SECURITY:**

- (a) As provided for in the Wasco Municipal Code, the Agreement shall be secured by good and sufficient security, which shall be filed with the City prior to certification of the final map by the City Engineer. Such improvement security shall consist of either (1) a faithful performance bond or bonds by one or more duly authorized corporate sureties; or (2) a deposit, either with the City or a responsible escrow agent or trust company, selected by the City, of cash or negotiable bonds of the kind approved for securing deposits of public moneys, or (3) an irrevocable instrument of credit from one or more responsible financial institutions regulated by State or Federal government and pledging that the funds are on deposit and guaranteed for payment on demand by the City. The forms of all documents relating to such security shall be subject to approval by the City Attorney. The corporate surety bond shall conform substantially with the form set forth in Section 66499.1 of the Map Act. The estimated cost of the various features of the work of improvement shall be used, if applicable, as the basis for the reduction of bonds in connection with the final completion of any feature of the work (or any unit thereof). Costs referred to herein are as set forth on the Costs Estimate for the Subdivision, as

submitted for approval to, and on file in the office of, the City Engineer.

- (b) The estimated cost of the various features of the work of improvement, to be used as the basis for determination of the amount of such security and for reduction of security in accordance with other provisions of this Agreement, is as follows:

Site Preparation and Grading	\$ 4,333.50
Sewer Improvements	\$ 32,533.50
Water Improvements	\$ 25,544.50
Storm Drain Improvements	\$ 32,974.00
Street Improvements	\$ 767,227.00
Utilities	\$ 0.00
Amenities and Special Construction	\$ 0.00
SUBTOTAL	\$ 862,612.50
20% Contingency	\$ 172,522.50
TOTAL	\$1,035,135.00

- (c) Said improvement security shall be in the amount of 100% of the total estimated cost of the improvement, conditioned upon the faithful performance of the Agreement, as follows:

- (1) The faithful performance and full and timely completion of the work according to this Agreement; and
- (2) The guarantee and maintenance of the work of improvement for a period of 12 months following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and

- (d) Said improvement security shall also be in an additional amount of 50% of the total estimated cost of the improvement, securing payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them for the improvement; and if such portion of the improvement security is:

- (1) A cash deposit, suit may be maintained against the holder of such deposit; or
- (2) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

8. **REDUCTION AND RELEASE OF SECURITY:**

- (a) Improvement security may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security is reduced on account of approval of units of the work, such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, the City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security for faithful performance to secure the maintenance and guarantee of such improvement work for a period of 12 months following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by the Developer or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the city Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such 12 month period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by the Developer or its surety.
- (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City, and if no such action is filed, such improvement security may be released in full.

9 **COMPLETION BY SURETY OR CITY:**

- (a) If the City Council, in the exercise of its reasonable discretion, shall determine:
 - (1) That the Developer has failed to properly and fully complete all of the work of improvement in accordance with this Agreement, and within the time (or any extension of time) provided herein; and
 - (2) That the Developer has failed or neglected to begin work, or any feature of the work, within a time which will reasonably allow its completion within the time (or any extension of time) provided in this Agreement; or
 - (3) That the Developer has created an unsafe or hazardous condition which requires immediate correction.
 - (4) That the Developer has abandoned any of the work; or
 - (5) That the Developer has failed to keep the work under direct control of a superintendent, manager, engineer, or other competent agent.
 - (6) That the Developer (if he shall be an individual) has been declared incompetent or placed under the care of a guardian or conservator or has disappeared; or
 - (7) That the Developer has filed a petition in bankruptcy or has been declared bankrupt, then the City Council may determine to, and the City may give the Developer and its Surety fourteen (14) days' written notice to proceed with the work, without prejudice to any other remedy the City may have in law or equity.
- (b) If the Surety shall proceed with the work, the Surety shall be subject to all of the provisions of this Agreement as in the case of the Developer.
- (c) If the Developer or its Surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, the City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of

improvement or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of the Developer, and the Developer and its Surety shall be liable to the City and shall pay the City on demand, any expenses incurred by the City in the course thereof.

10. **INDEMNIFICATION PROVISIONS:**

- (a) The Developer shall, and it does hereby agree to hold harmless and indemnify the City and its Council, officers, and employees, from every liability, claim suit, or demand which may arise or may be made by reason of:
 - (1) Any act, omission, or neglect of the Developer, its engineers, employees, agents, or contractor; or
 - (2) Any injury to any person, death of any person, or damage to any property, sustained by any person, firm or corporation while in or upon the parcel of land herein mentioned and for which the Developer is legally liable (excepting negligence of the City, or its officers or employees); or
 - (3) Any injury to or death of the Developer or any officer or employee of the Developer, or any damage to the property of any such person, firm or corporation, and for which the Developer is legally liable (excepting any negligence of the City or its officers or employees); or
 - (4) Any damage to or taking of any property arising from said plans, specifications, or profiles, or arising from the work of construction or the conduct thereof.
- (b) The Developer at its own cost, expense, and risk shall defend all legal proceedings which may be brought against the City, its Council, officers, and employees, on any liability suit, claim or demand which it has agreed indemnify them against herein, and shall satisfy any resulting judgment that may be rendered against any of them.
- (c) It is mutually agreed that the Developer's surety under the improvement security for faithful performance shall not be deemed liable for performance of any of the foregoing provisions of this section unless said surety shall undertake the completion of any improvement or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission or neglect of the Surety, its engineers, employees, agents or

contractors in the course of the completion of such improvements or the conduct of such work by said Surety.

11. **ATTORNEY'S FEES ON SUIT:**

If any suit be brought by the City for the recovery of any sum due under this Agreement, for any damages for the breach of this Agreement, or to compel performance of this Agreement, the City shall be entitled to such portion of such reasonable attorney's fees as the Court may determine, in addition to its cost of suit.

12. **INSURANCE REQUIREMENTS:**

- (a) The Developer shall at all times during the course of any of the improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to the City satisfactory evidence thereof.
- (b) The Developer shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to the City, containing an endorsement including the City, its Council, officers, and employees as additional named insured.
- (c) The limits of said policy shall be in amounts not less than Bodily Injury, \$500,000 per person and \$1,000,000 per accident; and Property Damage \$500,000 per accident and \$1,000,000 aggregate amount.
- (d) Prior to undertaking any work of construction, the Developer shall file with the City Clerk a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier.
- (e) The Developer shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.
- (f) In case the estimated cost of the required work of improvement is found to be less than \$10,000, the City Council may approve limits of insurance coverage in lesser amounts than those specified in (c) above.

13. **FEES:**

The Developer shall pay all fees and charges scheduled pursuant to the Wasco Municipal Code as may be amended from time to time.

14. **QUIMBY/ PARK IMPACT FEES**

Pursuant to the Wasco Municipal Code, the Developer shall pay Quimby/ Park Impact fee, which includes Neighborhood Parks fee and Community Parks fee.

15. **FINAL MAP FEE:**

Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Final Map fee which includes all charges for checking and recording the Final Map performed by the City.

16. **PUBLIC WORKS INSPECTION FEE:**

Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Inspection fee which includes all charges for inspection by the City of the Subdivision.

17. **COMMUNITY FACILITIES DISTRICT:**

Prior to any lot being sold to an individual buyer, the owner(s) shall agree to annex the entire subdivision into a Community Facilities District.

18. **ENGINEERING FEE:**

Pursuant to the Wasco Municipal Code, the Developer shall pay an Engineering Fee which includes all charges for Improvement Plan Check performed by the City. This fee shall be a minimum of (1) percent of the engineer's estimate.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same on the day and year first mentioned herein.

RECOMMENDED FOR APPROVAL

CITY OF WASCO

By _____
Juan Pantoja, City Engineer

By _____
M. Scott Hurlbert, City Manager

ATTEST BY:

By _____
Monica Flores, Deputy City Clerk

“DEVELOPER”

By _____

Name:

Title: