



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, November 16, 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*

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may choose to participate in person or by video conference. The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. The public may participate via the following options:

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Additionally, members of the public who wish to make a written comment during the meeting, please email the City Clerk cityclerk@cityofwasco.org. 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 comment portion of the meeting 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 Pro Tem
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez
- 3) **FLAG SALUTE:** led by Alessandro Martinez, son of Miguel and Maria Martinez
- 4) **INVOCATION:**
- 5) **PRESENTATIONS:** None
- 6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will

be allowed for 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 request's removal of a particular item.

- a. Receive and file departments payments totaling \$ 355,534.33
- b. Approval of City Council Meeting Minutes for:
 1. February 27, 2021, Special Meeting
 2. July 20, 202, Special Meeting
 3. July 20, 2021, Regular Meeting
 4. August 3, 2021, Regular Meeting
- c. Adopt a Resolution Authorizing the City Manager to negotiate and enter into an Agreement with QUAD KNOPF, INC. (OK), for on-call consulting services.
- d. Adopt a Resolution Approving an Application for Funding and Authorize the City Manager to Execute the Grant Agreement and any Amendments Thereto for the Charge UP! Electric Vehicle Charger Incentive Program of the San Joaquin Valley Air Pollution Control.
- e. Adopt a Resolution Authorizing the City Manager to enter and execute a Memorandum of Understanding (MOU) between Kern COG and the City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603) Agreement for Level 3 DC Fast Charging Stations.
- f. Approval of the Notice of Acceptance and Authorize the City Clerk to file the Notice of Completion of the Ag Well Drilling Project.
- g. Approval of the Notice of Acceptance and Authorize the City Clerk to file the Notice of Completion for the Well# 14 Site Development project.
- h. Receive and File the Investment Report for the month ended October 31, 2021.

- i. Approval of an Introduction and Waive the First Reading by title only of an Ordinance of the City of Wasco Amending Title 13 of the Wasco Municipal Code, Amending Chapter 13.14.01.0, Sewer Service Charges.
- j. Adopt a Resolution approving the amendments to the City of Wasco Orientation Manual for Elected and Appointed Officials Commonly Referenced as the City Council Handbook.

10) PUBLIC HEARINGS:

- a. Approval of an Introduction and Waive the First Full Reading by title only of An Ordinance of The City of Wasco Adding Article Xv (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of The Wasco Municipal Code and making a determination of Exemption Under CEQA. (Villa, Perez-Hernandez)

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Reappointment of Sharon Sharp to serve on the Wasco Recreation and Parks District Board for a four (4) years term expiring November 30, 2025, and the Appointment of Oscar Luna to serve on the Wasco Recreation and Parks District Board for a four (4) years term expiring November 30, 2025. (Hurlbert)

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:

- a. Approve Closed Session Minutes for:
 - 1. November 2, 2021
 - 2. November 3, 2021
- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS 54956.8**
Property: APN 490-020-04 and 487-010-11
Agency Negotiator: City Manager, City Attorney
Under Negotiation: Letter of Interest, PSA
Negotiating Parties: Broker: Henry Mendez
- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS 54956.8**
Property: APN: 030-120-07 and 030-120-08
Agency Negotiation: City Manager, Community Development Director
Under Negotiation: Price and terms of payment
Negotiating Parties: Mikeal J & Taleda L Nixon

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on November 13, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

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

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

Bill Pay

City Council: November 16,2021

WARRANTS	AMOUNTS
A102721	4,474.29
G102521	8,237.98
G102721	25,704.04
A102921	45,251.42
G102821	29,566.38
G102921	7,495.90
A110121	6,779.07
A110321	2,627.62
G110121	151,409.10
G110321	73,988.53
Grand Total	355,534.33

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: 2021.11.10 07:31:44 -08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1 A102721	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/12/21	5112	MEDICAL CHECK RUN 10/12/21	860.45
2 A102721	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/19/21	5112	MEDICAL CHECK RUN 10/19/21	3,613.84
3	A102721 Total					4,474.29
4 G102521	DEE JASPAR AND ASSOCIATES, INC	378	21-09051	22356	WELL#16 MUNICIPAL WELL PROFESSIONAL SRVCS SEPT 21	1,732.50
5 G102521	AUTOZONE,INC	851	5346027301	22355	ANIMAL CONTROL#33,3 QRT OF TRANSMISSION FLUID	24.32
6 G102521	AUTOZONE,INC	851	5346027304	22355	RETURN/CREDIT 3 QRT OF TRANSMISSION FLUID-ANIMAL CONTROL	(24.32)
7 G102521	AUTOZONE,INC	851	5346103937	22355	D.A.R#63,IDLE PULLEY	32.03
8 G102521	AUTOZONE,INC	851	5346103101	22355	MATERIAL# GENERAL,24 CANS OF BRAKE CLEANER	67.05
9 G102521	AUTOZONE,INC	851	5346103194	22355	ALL SIZES BOXES OF WIPERS-MULTIPLE DEPT	194.85
10 G102521	AUTOZONE,INC	851	5346108627	22355	DISPOSAL #24,NEW BATTERY	312.87
11 G102521	AUTOZONE,INC	851	5346108628	22355	RETURN/CREDIT BATTERY CORE FROM INV:5346108627	(44.00)
12 G102521	SOUTHERN CALIFORNIA GAS COMPANY	1438	08/01/21-09/01/21	22367	CNG FUEL BILL 08/01/21-09/01/21	2,735.29
13 G102521	STEWART CO./TIM SOUZA	5063	13485- 015000600C	22368	RFND CREDIT CID#13485 ACC#015000600C	80.50
14 G102521	MUNOZ, TIMOIEO	5111	4101	22352	DISPOSAL#23,REPAIR DONE HOPPER/PACKER RAMS,METAL	2,382.91
15 G102521	AMERIPRIDE UNIFORM SERVICES	5469	72193	22353	BUSINESS LICENSE OVERPYMT	10.00
16 G102521	AMERIPRIDE UNIFORM SERVICES	5469	3833	22353	BUSINESS LICENSE OVERPYMT	25.00
17 G102521	KERN GLASS & ALUMINUM COMPANY	5520	10834	22361	BUSINESS LICENSE OVERPYMT	0.10
18 G102521	KERN GLASS & ALUMINUM COMPANY	5520	72529	22361	BUSINESS LICENSE OVERPYMT	0.50
19 G102521	KERN GLASS & ALUMINUM COMPANY	5520	72530	22361	BUSINESS LICENSE OVERPYMT	5.90
20 G102521	PENHALL COMPANY	5630	5397	22365	RFND CREDIT CID #5397	15.00
21 G102521	WASCO PIZZA & DINER/SURJIT KUMAR	5631	10279-0220011201	22370	RFND CREDIT CID#10279 0220011201	31.60
22 G102521	SUNNI L. DOBBS	5632	10862 0381026000	22369	RFND CREDIT CID#10862 0381026000	80.50
23 G102521	LUIS GUTIERREZ	5633	7870-0130018770	22362	RFND CREDIT CID#7870 ACC#0130018770	80.50
24 G102521	ISABEL SANCHEZ	5639	506 - 0376019100	22357	RFND CREDIT CID#506 ACC#0376019100POST	35.96
25 G102521	JIM PELLETT	5641	1948-02350008250	22360	RFND CREDIT CID#1948 ACC#02350008250	37.65
26 G102521	JERRY GROSECLOS	5642	1564 - 0195009150	22359	RFND CREDIT CID#1564 ACC#0195009150	43.20
27 G102521	JERRY GROSECLOS	5642	1564-0195009150	22359	RFND CREDIT CID#1564 ACC#0195009150	40.98
28 G102521	JEAN A. HAGER	5643	16-0001011090	22358	RFND CREDIT CID#16 ACC#0001011090	71.92
29 G102521	MARSHAL MARTIN	5644	2805-0001011010	22364	RFND CREDIT CID#2805 ACC#0001011010	25.95
30 G102521	MAPLE SCHOOL	5646	7736	22363	RFND CREDIT CID #7736	73.22
31 G102521	ANDREW MURRIETA	5647	14900	22354	RFND CREDIT CID#14900	5.00
32 G102521	REYNOLDS, VALERIE R.	5683	1484427	22366	RFND WATER DEPOSIT 1043 G ST. RECEIPT#1484427	161.00
33	G102521 Total					8,237.98
34 G102721	CINTAS CORPORATION NO. 3	4480	4099555254	22381	UNIFORM SRVCS 10/22/21	350.50
35 G102721	FED EX	123	7-541-20251	22388	FEDEX SRVCS 10/21/21	79.68
36 G102721	PG & E COMPANY	85	0008050112-5	22406	UB NW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL OCT21	51.44
37 G102721	PG & E COMPANY	85	07051823859 10/21/21	22406	UB 501 F STREET 09/20/21	1,017.90
38 G102721	PG & E COMPANY	85	58161952393 10/19/21	22406	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 10/19/21	2,976.24
39 G102721	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1018655	22373	MONTHLY MEDICAL ADMINISTRATION FEES:OCT 2021	1,457.50

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
40	G102721	AUTOZONE,INC	851	5346117243	22377	ANIMAL CONTROL#11,RIBBED BELT	32.41
41	G102721	AUTOZONE,INC	851	5346111713	22377	WATER #64,WINDOW MOTOR	60.66
42	G102721	AUTOZONE,INC	851	5346108638	22377	LIGHT BULBS ASSORTMENT-SEE CREDIT INV:5346109497	119.06
43	G102721	AUTOZONE,INC	851	5346109497	22377	CREDIT/RETURN LIGHT BULBS FROM INV:5346108638	(119.06)
44	G102721	AUTOZONE,INC	851	5346112638	22377	RETURN/CREDIT AIR FILTER OIL FROM INV:5346112479	(122.64)
45	G102721	AUTOZONE,INC	851	5346112479	22377	AIR FILTER OIL SEE RETURN/CREDIT INV:5346112638	122.65
46	G102721	SOUTHERN CALIFORNIA GAS COMPANY	1438	09/01/21-10/01/21	22410	CNG FUEL BILL 09/01/21-10/01/21	4,563.73
47	G102721	BRIGHT HOUSE NETWORK, LLC	68	064477502101421	22378	INTERNET SRVCS 10/13/21-11/12/21 FOR COW	118.52
48	G102721	STINSON STATIONERS INC	160	131756-0	22411	OFFICE SUPPLIES FOR PLANNING DEPT	75.83
49	G102721	THE GAS COMPANY	246	08207136329 OCT 21	22413	09/10/21-10/13/21 MULTIPLE ADDRESSES	170.11
50	G102721	ACCONTEMP	268	58669824	22372	TEMP M.SOLORIO WE 10/15/21	1,187.28
51	G102721	TAG/AMS, INC	298	2801003	22412	PRE URINE DRUG TEST 09/16/21 & 09/17/21	170.00
52	G102721	LAWSON PRODUCTS INC	792	9308921249	22400	DISPOSAL # GENERAL,HYDRAULIC FITTINGS	76.25
53	G102721	WASCO VALLE FLORIST	885	72948	22419	BUSINESS LICENSE OVERPYMT	14.00
54	G102721	FERGUSON ENTERPRISES INC	1008	1668265	22389	4" GALV. PIPE & BOLT COPLER-REPAIR PARTS HYDRANT	578.73
55	G102721	FERGUSON ENTERPRISES INC	1008	1668266	22389	BOLT COPLERS-REPLACEMENTS PART USED MAIN BRAKES	816.99
56	G102721	FERGUSON ENTERPRISES INC	1008	1668271	22389	VARIOUS PARTS FOR STOCK-RESTOCK PARTS FOR REPAIRS	961.66
57	G102721	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075	0000110916	22398	PORTABLE TOILET SRVC & RENTAL AT GREEN WASTE SITE	60.27
58	G102721	INTERWEST CONSULTING GROUP, INC.	1571	73094	22396	PLAN CHECK SRVCS SEPT 2021	875.63
59	G102721	DEPARTMENT OF JUSTICE	1668	538463	22386	FINGERPRINT FOR SEPT 2021	64.00
60	G102721	INFOMART, INC.	4345	926692	22395	BACKGROUND CHECK 09/30/21	38.20
61	G102721	LACAL EQUIPMENT INC.	4673	0355274-IN	22399	DISPOSAL #17,IMPELLER BEARINGS	1,069.47
62	G102721	NEW YORK LIFE INSURANCE COMPANY	4733	510763000 OCT 21	22405	INS. PREMIUM OCT 21	330.00
63	G102721	ACC BUSINESS	4766	212886307	22371	FIBER NETWORK SRVCS OCT 21	812.44
64	G102721	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2413	22409	RECRUITMENT-WATER DEPT	72.00
65	G102721	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2414	22409	ADS:RE:UPDATING URBAN WATER MANAGEMENT PLAN	84.00
66	G102721	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	39244	22394	CITY OF WASCO GENERAL MAINTENANCE	1,174.77
67	G102721	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	39245	22394	COW WASTE WATER MAINTENACE SERVICES	1,191.00
68	G102721	PHOENIX GROUP INFORMATION SYSTEMS	4913	092021239	22407	CITATIONS FEES & SRVCS SEPT 2021	448.72
69	G102721	COUNTRY TIRE & WHEEL	4953	2214310	22384	DISPOSAL# GENERAL,10 NEW RECAP TIRES	2,720.13
70	G102721	COUNTRY TIRE & WHEEL	4953	2214437	22384	DISPOSAL #GENERAL,TIRE DISPOSAL FEE	40.00
71	G102721	AMAZON CAPITAL SERVICES, INC	4968	111M-WFM4-GTHN	22375	MARIA LARA'S OFFICE CHAIR	308.51
72	G102721	AMAZON CAPITAL SERVICES, INC	4968	1MPV-W1QM-HR9G	22375	ULTIMATE SPANISH VERB VIEW & PRACTICE-FINANCE	21.65
73	G102721	AMAZON CAPITAL SERVICES, INC	4968	1KY1-3F3T-YKKR	22375	MEMORY UPGRADE CM OFFICE	54.11
74	G102721	HYDRAULIC CONTROLS INC	4974	02475220	22393	DISPOSAL#15, TUBE,SLEEVE,NUTS	104.12
75	G102721	WILLIAM C. STATLER	5136	NO. 1 SEPT 2021	22422	SEPT 21 COMPENSATION EXPENSES	165.00
76	G102721	TRADICIONES MARKETS, INC	5259	536 SEPT 21	22390	SEPT 2021:536 UB PAYMENTS TRANSACTIONS	96.48
77	G102721	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM007708	22416	PHYSICAL POST-OFFER 09/16/21	45.00
78	G102721	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM007947	22416	PHYSICAL POST-OFFER 09/30/21	45.00
79	G102721	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM007998	22416	PHYSICAL DOT 10/04/21	90.00
80	G102721	COURTYARD FAMILY MEDICAL GROUP	5567	72538	22385	BUSINESS LICENSE OVERPYMT	0.20
81	G102721	COURTYARD FAMILY MEDICAL GROUP	5567	72539	22385	BUSINESS LICENSE OVERPYMT	7.20
82	G102721	CLARMAR ENTERPRISES	5590	72591	22382	BUSINESS LICENSE OVERPYMT	0.50
83	G102721	CLARMAR ENTERPRISES	5590	72592	22382	BUSINESS LICENSE OVERPYMT	10.00
84	G102721	CLARMAR ENTERPRISES	5590	72593	22382	BUSINESS LICENSE OVERPYMT	69.30
85	G102721	WISE ENGINEERING	5600	72680	22423	BUSINESS LICENSE OVERPYMT	50.00
86	G102721	COMPLETE SOLAR, INC.	5627	72713	22383	BUSINESS LICENSE OVERPYMT	10.00
87	G102721	EN TOUCH WIRELESS	5649	72914	22387	BUSINESS LICENSE OVERPYMT	3.00
88	G102721	BURTCH CONSTRUCTION INC	5650	3994	22379	BUSINESS LICENSE OVERPYMT	45.00
89	G102721	WASCO LAUNDROMAT	5652	4337	22418	BUSINESS LICENSE OVERPYMT	5.00
90	G102721	WATER GROUP OF NORTH AMERICA, LP	5653	3924	22420	BUSINESS LICENSE OVERPYMT	42.00
91	G102721	SARA LEE BAKERY GROUP	5654	5573	22408	BUSINESS LICENSE OVERPYMT	42.74
92	G102721	CALIFORNIA HOME PROS	5655	8260	22380	BUSINESS LICENSE OVERPYMT	26.00
93	G102721	THOMAS DENTAL CORPORATION	5657	72944	22414	BUSINESS LICENSE OVERPYMT	200.00
94	G102721	WEGMAN BROS.	5658	72945	22421	BUSINESS LICENSE OVERPYMT	7.00
95	G102721	GEORGE A BICS PLUMBING INC	5659	72946	22391	BUSINESS LICENSE OVERPYMT	30.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
96	G102721	LIFETIME EXTERIORS	5661	72947	22402	BUSINESS LICENSE OVERPYMT	10.00
97	G102721	ARNULFO CORONA	5663	13476	22376	BUSINESS LICENSE OVERPYMT	100.00
98	G102721	WANDA S. APPODACA	5666	10384- 0350003010	22417	RFND CREDIT CLOSED ACT 0350003010 301 PETERS ST	91.00
99	G102721	HUGO SANCHEZ	5669	191-0391024130	22392	RFND CREDIT ACC#0391024130 CID#191	46.68
100	G102721	HUGO SANCHEZ	5669	191- 0391024130	22392	RFND CREDIT ACC#0391024130 CID#191	59.29
101	G102721	LEE BROTHER/ ARTHUR LEE	5670	16542 - 0220011051	22401	RFND CREDIT ACC#0220011051 CID#16542	31.91
102	G102721	MARIA GUADALUPE ZAMANIEGO	5673	15969-0232018000	22403	REF CREDIT 0232018000 15969	15.57
103	G102721	ADRIENNE CRAIG	5676	1327-0175012010	22374	RFND CREDIT CLOSED ACCT 0175012010 1327	38.36
104	G102721	MINTA L. TINER	5677	13164-0225022240	22404	RFND CREDIT CLOSED ACCT 0225022240 13164	28.54
105	G102721	JOAN MILLER	5678	14570-0002015150	22397	RFND CREDIT CLOSED ACCT 0002015150 14570	23.30
106	G102721	TOVAR, CHRISTIAN	5680	REIMB 10/18/21	22415	C.TOVAR REIMB-TRAINING AT LAKE TAHOE	41.51
107	G102721 Total						25,704.04
108	A102921	BLUE SHIELD OF CALIFORNIA	3591	212870028424	5113	INS. PREMIUM FOR NOV 2021	45,251.42
109	A102921 Total						45,251.42
110	G102821	CORTECH ENGINEERING, A DXP COMPANY	4876	52416842	22424	SERVICE REPAIR KIT	16,453.61
111	G102821	NAGLE EARTHWORKS	5002	3519	22425	7TH STREET MAGNOLIA TO WWTP PRO	13,112.77
112	G102821 Total						29,566.38
113	G102921	CENTRAL CALIFORNIA POWER INC	2552	118342	22426	DISPOSAL #18,TRANSMISSION OVERHAUL	7,495.90
114	G102921 Total						7,495.90
115	A110121	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 OCT 2021	5114	INS. PREMIUM OCT 2021	6,779.07
116	A110121 Total						6,779.07
117	A110321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/26/21	5115	MEDICAL CHECK RUN 10/26/21	158.89
118	A110321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/05/21	5115	MEDICAL CHECK RUN 10/05/21	1,887.31
119	A110321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	11/01/21	5115	MEDICAL CHECK RUN 11/01/21	581.42
120	A110321 Total						2,627.62
121	G110121	BC LABORATORIES, INC.	63	8429662	22432	WWT SAMPLE TESTING 09/16/21 INFLUENT MONITORING	70.00
122	G110121	KERN ECONOMIC DEVELOPMENT CORPORATION	143	8674	22433	PUBLIC ANNUAL MEMBERSHIP AUG 21	5,000.00
123	G110121	BAKERSFIELD WELL & PUMP CO.	2504	BILLING #2 JOB:20828	22431	PROGRESS PMT#2:IRRIGATION WELL REPLACEMENT PROJECT	146,339.10
124	G110121 Total						151,409.10
125	G110321	ATT - PAYMENT CENTER	1488	000017229607	22436	PHONE SRVCS 09/24/21-10/23/21	27.26
126	G110321	ATT - PAYMENT CENTER	1488	000017229608	22436	PHONE SRVCS 09/24/21-10/23/21	44.23
127	G110321	ATT - PAYMENT CENTER	1488	000017229609	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
128	G110321	ATT - PAYMENT CENTER	1488	000017229610	22436	PHONE SRVCS 09/24/21-10/23/21	319.13
129	G110321	ATT - PAYMENT CENTER	1488	000017229611	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
130	G110321	ATT - PAYMENT CENTER	1488	000017229612	22436	PHONE SRVCS 09/24/21-10/23/21	65.52
131	G110321	ATT - PAYMENT CENTER	1488	000017229613	22436	PHONE SRVCS 09/24/21-10/23/21	22.97
132	G110321	ATT - PAYMENT CENTER	1488	00017229614	22436	PHONE SRVCS 09/24/21-10/23/21	44.26
133	G110321	ATT - PAYMENT CENTER	1488	000017229615	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
134	G110321	ATT - PAYMENT CENTER	1488	000017229616	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
135	G110321	ATT - PAYMENT CENTER	1488	000017229617	22436	PHONE SRVCS 09/24/21-10/23/21	882.42
136	G110321	ATT - PAYMENT CENTER	1488	000017229618	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
137	G110321	ATT - PAYMENT CENTER	1488	000017229619	22436	PHONE SRVCS 09/24/21-10/23/21	27.26
138	G110321	ATT - PAYMENT CENTER	1488	000017229620	22436	PHONE SRVCS 09/24/21-10/23/21	42.56
139	G110321	ATT - PAYMENT CENTER	1488	000017229621	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
140	G110321	ATT - PAYMENT CENTER	1488	000017229622	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
141	G110321	ATT - PAYMENT CENTER	1488	000017229623	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
142	G110321	ATT - PAYMENT CENTER	1488	000017229624	22436	PHONE SRVCS 09/24/21-10/23/21	22.96
143	G110321	ATT - PAYMENT CENTER	1488	000017229625	22436	PHONE SRVCS 09/24/21-10/23/21	65.52
144	G110321	ATT - PAYMENT CENTER	1488	000017231149	22436	PHONE SRVCS 09/24/21-10/23/21	82.94
145	G110321	CINTAS CORPORATION NO. 3	4480	4100228661	22439	UNIFORMS SRVCS 10/29/21	236.56
146	G110321	PG & E COMPANY	85	46754368564 10/27/21	22445	UB NE COR CENTRAL AVE & MARGALO ST 10/27/21	187.20
147	G110321	PG & E COMPANY	85	67155644395 10/25/21	22445	UB 5410 7TH ST 10/25/21	6,872.38
148	G110321	PG & E COMPANY	85	51977041895 10/25/12	22445	UB 10/25/21 MULTIPLE LOCATIONS	38,150.95
149	G110321	FERGUSON ENTERPRISES INC	1008	1668271-1	22442	VARIOUS PARTS FOR STOCK-RESTOCK PARTS FOR REPAIRS	242.66
150	G110321	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2434	22448	HIGHWAY SAFETY IMPROVEMENT HSIP CYCLE 9	354.00
151	G110321	AMAZON CAPITAL SERVICES, INC	4968	1YWP-PT96-KXKW	22435	KEYBOARD & PORTRAITS FOR CITY COUNCIL & ASSISTANT CITY MANAGER	143.93

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
152	G110321	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL NOV 21	22443	LANDFILL FOR NOV 2021	13,716.19
153	G110321	P & J ELECTRIC, INC.	66	7360	22444	REWIRING OF FAULTY HEADWORKS HIGH LEVEL FLOAT SYSTEM	6,080.86
154	G110321	AFLAC	108	699882	22434	AFLAC SRVCS FOR OCT 2021	683.94
155	G110321	RICHLAND CHEVROLET COMPANY	155	140177	22447	STREET #89,BRAKES HYDROBOOSTER	342.41
156	G110321	THE BAKERSFIELD CALIFORNIAN	206	102189224	22450	RECRUITMENT FOR WATER DEPT	538.70
157	G110321	THE BAKERSFIELD CALIFORNIAN	206	102189223	22450	HIGWAY SAFETY IMPROVEMENT PROGRAM CYCLE 9	1,541.91
158	G110321	BOOT BARN #26	1063	INV00131782	22438	ALEX CERDA BOOT ALLOWANCE	140.71
159	G110321	BOOT BARN #26	1063	INV00131783	22438	MARCO SILVA BOOT ALLOWANCE	140.71
160	G110321	BOOT BARN #26	1063	INV00131781	22438	FY 21/22 RON MELENDEZ BOOT ALLOWANCE	162.38
161	G110321	CORTEZ, TILO	1247	REIMB 09/24/21	22440	CALCITIES CONF 09/21/21-09/24/21 TRAVEL EXPENSES	352.23
162	G110321	READYREFRESH BY NESTLE	4027	01J0033487406	22446	09/27/21-10/26/21 DRINKING WATER 5409 7TH ST	10.71
163	G110321	BANK UP CORPORATION	4259	4810	22437	LOCKBOX PROCESSING FOR OCT 2021	694.90
164	G110321	T-MOBILE	4899	964042089 OCT 2021	22449	CELL PHONE 09/21/21-10/20/21	745.19
165	G110321	VERIZON CONNECT FLEET USA LLC	5662	330000026902	22451	GPS 42 VEHICLES SRVCS NOV 2021	767.80
166	G110321	EMPOWER SOLAR INC	5684	21-000657/P21-000431	22441	REFUND INV:21-000657 REINSPECTION BILL	51.50
167	G110321 Total						73,988.53
168						GRAND TOTAL	355,534.33

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of February 27, 2021
Special City Council Meeting
Strategic Planning Session– 9:00 a.m.
Public Works Department
801 8th Street, Wasco, California 93280

Strategic Planning Session – 9:00 a.m.

1) CALL TO ORDER:

The strategic planning session meeting was called to order by Mayor Garcia at 9:06 am.

2) FLAG SALUTE: Led by Mayor Garcia.

3) ROLL CALL:

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

4) PUBLIC COMMENTS: None

5) City Council Strategic Planning Session; Goals and Priority Setting Discussion and Direction related thereto.

Directions and goals were identified during the strategic planning sessions;

1. Tentative Budget Calendar for Fiscal Year 2021-2022
2. Summary and Review of Current and Ongoing City Projects
3. S.W.O.T. Analysis
4. Identification of Priorities
5. Identification of Specific Goals

6) ADJOURNMENT:

Mayor Garcia adjourned the strategic planning session at 3:11 PM.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, July 20, 2021
Special Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

SPECIAL MEETING – 6:00 pm

1) CALL TO ORDER:

The meeting was called to order by Mayor Garcia at 6:07 PM.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Garcia

4) INVOCATION: Led by Manuel Cantu

5) PRESENTATIONS: None

6) PUBLIC COMMENTS: None

7) NEW BUSINESS:

- a. Adopt a Resolution of the City Council of the City of Wasco declaring 930 Broadway (APN 030-350-05), a public nuisance and a threat to public health and safety, ordering the demolition and cleaning of the property pursuant to City of Wasco Municipal Code Chapter 17.80 and Authorizing the City Manager to approve expenditures for demolition and clearing of the property in an amount not to exceed \$20,000.

Reso#2021-3651

Council Member Pallares stepped out of the Council Chambers at 6:02 PM due to conflict of interest on item 5a.

Motion was made by Council Member Martinez, **seconded** by Mayor Pro Tem Reyna to approve item 5a by the following roll call vote:

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

Council Member Pallares returned to the Council Chamber at 6:05 PM.

8) **ADJOURNMENT:**

Mayor Garcia adjourned the meeting at 6:06 PM.

Claudia Garcia, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, July 20, 2021
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Garcia called the meeting to order at 6:07 PM.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Garcia

4) INVOCATION: Led by Manuel Cantu

Mayor Garcia dedicated the meeting to the memory of Mr. Ben Maddock

5) PRESENTATIONS: None

6) PUBLIC COMMENTS:

- John Albertson
- Joan Goodie
- Alex Hernandez
- Eric Munoz

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 \$1,249,733.32
- b. Receive and File the Investment Report for the month ended June 30, 2021.
- c. Approval of City of Wasco COVID-19 Prevention Program (CPP).
Res#2021-3648

- d. Adopt a Resolution of Intention of the City Council of the City of Wasco to Establish City of Wasco Community Facilities District No. 2020-01 and to authorize the Levy of Special Tax within City of Wasco Community Facilities District No. 2020-01.

Res#2021-3649

Motion was made by Council Member Cortez, **seconded** by Mayor Garcia to approve the Consent Calendar by the following roll call vote:

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

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Report and Discussion regarding illegal fireworks.

City Manager Hurlbert commented that this item will be deferred to the next meeting.

- b. Discussion and direction to staff regarding Mayoral appointment.

Public Comments from the following:

- Dolores Huerta
- Yolanda Harrison
- Stephanie Chavez
- Jessica Mahoney
- Glenn Wadel
- John Steward
- Yolanda Harrison
- Juan Lopez
- Sherry Nicole
- Alex Hernandez
- Danny Espitia
- Hortencia Carbajal
- Michelle Hernandez
- Lori Casante

Council Member Cortez read a statement regarding the Mayoral appointment.

Council Member Martinez read a statement regarding the Mayoral appointment.

Council Member Pallares read a statement regarding the Mayoral appointment.

Mayor Pro Tem Reyna read a statement regarding the Mayoral appointment.

Council gave direction for staff to agendize for the next meeting for possible action to confirm or remove the Mayoral appointment for the remainder of the Mayoral term.

- c. Consideration of amending the handling of Administrative Leave for Director-Level staff employment contracts to conform with changes to employment contracts previously approved by City Council.

Presentation by City Manager Hurlbert.

Motion was made by Council Member Cortez, **seconded** by Mayor Pro Tem Reyna to approve item 12c by the following roll call vote:

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

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
No reports
- b. Kern Council of Government (Garcia)
 - Discussed replacing Mr. Hakimi, he will be leaving his position as Executive Director.
 - District 6 Representative shared updates; Caltrans will expand to four lanes on Highway 46 in the Lost Hills area.
- c. Wasco Task Force (Martinez & Reyna)
 - Discussed the Rose Garden at Barker Park will be brought back in the near future.

14) REPORTS FROM KC FIRE AND SHERIFF:

Senior Deputy Shinn provided an update on crime reports.

15) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Seventh Street repair has been completed on July 20, 2021, and will reopen on July 21, 2021.
- Incident report of fatality by the North Kern Transit.

16) REPORTS FROM CITY COUNCIL:

Mayor Pro Tem Reyna:

- Thanked everyone who attended the meeting,

Council Member Cortez:

- Thanked the concerned citizens for their comments and welcomed the input from the community.

Council Member Martinez:

- Thanked everyone who attended the meeting.

Mayor Garcia:

- He appreciates everyone's comments, grace and understanding.

Mayor Garcia adjourned to closed session at 7:38 PM.

Mayor Garcia adjourned out of closed session at 8:11 PM.

17) CLOSED SESSION:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Unrepresented employee: Public Works Director, Deputy Public Works Director - Water, Deputy Public Works Director
- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Employee Organization: SEIU Local 521
- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**
Property: APN 490-020-04 and 487-010-11
Agency Negotiator: City Manager, City Attorney
Under Negotiation: Letter of Interest
Negotiating Parties: TBD

18) CLOSED SESSION ACTION:

City Attorney Schroeter reported out:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Unrepresented employee: Public Works Director, Deputy Public Works Director - Water, Deputy Public Works Director

No reportable action

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

No reportable action

- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**
Property: APN 490-020-04 and 487-010-11
Agency Negotiator: City Manager, City Attorney
Under Negotiation: Letter of Interest
Negotiating Parties: TBD

No reportable action

19) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 8:11 PM.

Claudia Garcia, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, August 3, 2021
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Garcia called the meeting to order at 6:02 PM.

2) ROLL CALL:

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

3) FLAG SALUTE: Mayor Garcia

4) INVOCATION: A Moment of Silence.

5) PRESENTATIONS:

Cal Recycle Presentation by Michelle Cevallos

6) PUBLIC COMMENTS:

- Mr. Crawford
- Kayla Castillo
- Gerald Gridiron
- Lucila Lara
- Kern County Sheriff Lieutenant Augustin Moreno

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

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

Comments by Finance Director Perez Hernandez.

Motion was made by Director Martinez, **seconded** by Chairman Garcia to approve item 8a, by the following roll call vote:

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

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Approval of Minutes for:
 1. May 13, 2021, Regular Meeting
 2. June 1, 2021, Regular Meeting
 3. June 8, 2021, Special Meeting
- b. Receive and file departments payments totaling \$ 1,298,858.10
- c. Receive and file the Fourth Quarter Financial Report ended June 30, 2021
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the Finance Director to the Municipal Finance Institute Conference on September 22 - 24, 2021, in Sacramento, CA.
- e. Adopt a Resolution authorizing the City Manager to enter into an Agreement with William C. Statler for financial management services.
Reso#2021-3651-A
Agmt#2021-037
- f. Adopt a Resolution to Authorize the City Manager to enter into an Agreement for services between the City of Wasco and the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2021; and any related documents necessary to complete the Agreement.
Reso#2021-3652
Agmt#2021-038
- g. Approval for Travel Expenses Exceeding \$500.00 per participation for Mayor Garcia, Council Member Cortez, Council Member Martinez, and City Manager to attend the League of California Cities 2021 Annual Conference on September 22 - 24, 2021 Sacramento, CA.
- h. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with the County of Kern for Illegal Dumping Resources Funds to be Used for Illegal Dumping Programs
Reso#2021-3653
Agmt#2021-040
- i. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Cromer Material Handling to Purchase One Forklift for the Public Works Department in the amount of \$28,924.00
Reso#2021-3654
Agmt#2021-039
- j. Adopt a Resolution Authorizing the City Manager to Sign and Execute a Non-Hazardous Garbage Collection and Removal Services Agreement No. C5609372 with the State of California Department of Corrections and Rehabilitation for the servicing of wet/dry refuse collection, removal, and disposal at the Wasco State Prison-Reception Center located at 701 Scofield Ave. Wasco Ca. 93280.
Reso#2021-3655
Agmt#2016-63(3)

- k. Accept Notice of Completion and Notice of Acceptance of the Groundwater Monitoring Wells Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.
- l. Adopt a Resolution Authorizing the City Manager to Sign and Execute the Award of a Professional Services Agreement with Lechowicz & Tseng in the amount of \$49,510 and allowing the City Manager to execute Contract Amendments in an amount not to exceed an aggregate of \$20,000 for the Water and Sewer Rate Study.

Reso#2021-3556

Agmt#2021-41

Motion was made by Mayor Pro Tem Reyna, **seconded** by Mayor Garcia to approve item 10e by the following roll call vote:

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

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS:

- a. Report and Discussion regarding illegal fireworks.

City Manager Hurlbert deferred this item for the next meeting.

12) NEW BUSINESS:

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

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

1. If no action is taken by the Council, or if Mr. Garcia is confirmed by a vote of the Council to serve the remainder of his current appointment, the remainder of this agenda item shall be void.
2. If Mr. Garcia is removed as Mayor by a vote of the Council, Mayor Pro Tempore Gilberto Reyna shall be Acting Mayor, and the position of Mayor shall be vacant. If a vote of the Council to remove Mr. Garcia fails, the remainder of this agenda item shall be void.

Public Comments:

- John Steward
- Alex Audrey Chavez
- Cheryl Wegman
- Tracy Lopez
- Eddie Saldana

- Yolanda Harrison
- Yvette Salinas
- Abel Lopez
- Danny Espitia
- Gabriela Castro
- Brianna Rodriguez
- Ruth Ramos
- Karla Tamayo
- Elizabeth Damien
- Email comment from Rosa Romero read by Deputy City Clerk Monica Flores
- Diana Fernandez
- Cindy Banducci
- Martin Chavez and Audrey Chavez
- Gloria Steward

Motion was made by Council Member Cortez, **seconded** by Council Member Martinez to approve of removing Mayor Garcia of the Mayoral appointment for the remainder of the term, and Mayor Pro Tem Reyna will act as Mayor for the remainder of this agenda, by the following roll call vote:

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

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

Mayor Garcia adjourned the meeting for a 15-minute recess at 7:32 PM.

Mayor Pro Tem Reyna adjourned out of recess at 7:48 PM.

3. Subject to the outcome of 12.a.2., Acting Mayor Reyna shall entertain nomination(s) for Mayor to serve the remainder of the current term through the 2021-2022 organizational meeting.

Motion was made by Council Member Martinez, **seconded** by Council Member Cortez to appoint acting Mayor Reyna to serve the remainder of the current term by the following roll call vote:

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

4. Once the Mayoral appointment is accomplished and subject to the outcome of 12a3, the newly appointed Mayor shall entertain nomination(s) for Mayor Pro Tempore to serve the remainder of the current term, through the 2021-2022 organizational meeting.

Motion was made by Council Member Garcia, **seconded** by Council Member Cortez to appoint Council Member Pallares as Mayor Pro Tempore to serve the remainder of the current term, by the following roll call vote:

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

- b. Appointment of Voting Delegate and Alternate for the League of California Cities Annual Conference scheduled for September 22-24, 2021, at the Sacramento Convention Center.

Motion was made by Council Member Garcia, **seconded** by Council Member Cortez to appoint Council Member Garcia as a Voting Delegate and appoint Council Member Martinez and Council Member Cortez as alternates for the League of California Cities Annual Conference.

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

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)

No reports

- b. Kern Council of Government (Garcia)

No reports

- c. Wasco Task Force (Martinez & Reyna)

Council Member Martinez:

- The first in-person meeting is Wednesday, August 11, 2021, at the Wasco Recreation District Hall at 5:00 PM. All members of the public are invited.
- The topic of discussion of possible renaming of a portion of Highway 46 through Wasco in dedication of Officer Campas.
- Looking for community input for a possible memorial for all those who tragically lost their lives this week.

14) REPORTS FROM KC FIRE AND SHERIFF:

No reports

15) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the Council on the following:

- Anticipates the Kern Fire Department will be at the next meeting.
- Appreciates the Kern County Deputies attending the meeting and providing their presence at the meeting.

16) REPORTS FROM CITY COUNCIL:

Council Member Cortez:

- Acknowledged and thanked the community for the tremendous response, kindness, and support for the Campas and Hernandez families.

Council Member Garcia:

- Thanked the Kern Sheriff Department for their public safety service.

Council Member Martinez:

- Thanked the community for the outpouring of support for the Campas and Hernandez families
- Thanked Kern Sheriff Lieutenant Moreno and Kern Sheriff Senior Deputy Maldonado for their service.

Mayor Reyna:

- Thanked the Kern Sheriff Department Deputies for their service.
- Acknowledged the family that lost four members tragically.
- Thanked everyone for participating in the meeting.

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 8:00 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
Keri Cobb, Community Development Director

DATE: November 16, 2021

SUBJECT: Adopt a Resolution to Authorize the City Manager to negotiate and enter into an Agreement with QUAD KNOFF, INC. (QK), for on-call consulting services.

Recommendation:

Staff recommends the adoption of a resolution authorizing the City Manager to enter into an agreement with QUAD KNOFF, INC. (QK) to provide on-call consulting services for the City's Community Development Department.

Discussion:

Public agencies are required to comply with The California Environmental Quality Act (CEQA) when undertaking or approving any activity defined under CEQA as a "project." Updates to the California Environmental Quality Act since its adoption in 1970 have made CEQA compliance increasingly complicated and technical. It has also become the basis for numerous lawsuits concerning public and private projects.

The four basic CEQA documents that a public agency may file are as follows:

1. Notice of Exemption – filed for activities that are statutorily or categorically exempt from the Act.
2. Initial Study / Negative Declaration (IS/ND) – If a project is not exempt from CEQA, an initial study is completed to determine what potential environmental impacts may exist. If it is determined that potential impacts exist, but none are significant, then a Negative Declaration is prepared.
3. Initial Study / Mitigated Negative Declaration (IS/MND) – If a project is not exempt from CEQA, an initial study is completed to determine what potential environmental impacts may exist. If it is determined that potentially significant impacts exist, but impacts can be mitigated to "less than significant," then a Mitigated Negative Declaration is prepared.
4. Environmental Impact Report (EIR) – An Environmental Impact Report must be prepared for a project that will or may have significant environmental impacts that cannot be mitigated to "less than significant."

Except for Notices of Exemption, the Community Development Department Staff does not have the in-house technical or staff resources to continue to produce the above-described documents.

In May of 2020, the City entered into a one-year agreement with QK to provide on-call environmental services for both City initiated projects and projects submitted for Department review. The staff has been pleased with the work QK has provided and the working relationship we have formed. The proposed new agreement is a two-year agreement.

Under the proposed contract, once staff determines that a proposed project is not exempt from CEQA, staff will provide QK with a work authorization/task order describing the proposed project and requesting a project estimate. Once QK and the Community Development Director execute the task order, QK will begin working on the appropriate CEQA document.

Fiscal Impact:

All work orders associated with a development application will be billed to the project applicant. The City will absorb the cost of any environmental / planning work associated with City initiated projects.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN ON CALL CONSULTANT SERVICES AGREEMENT WITH QUAD KNOFF, INC (QK).

WHEREAS, the City wishes to enter in to an on-call consultant services agreement for certain planning services; and

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

WHEREAS, said purchase will be made in the form and manner prescribed by the City of Wasco Municipal Code, California Public Contract Code and the agreement attached as Exhibit A; and,

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

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

SECTION 1: Authorizes the City Manager to execute an agreement with QUAD KNOFF, INC (QK) as shown in Exhibit "A".

SECTION 2: The agreement shall not be effective unless and until executed by the City Manager upon satisfaction of the requirements and contingencies identified therein.

-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 November 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

ON CALL CONSULTANT SERVICES AGREEMENT NO.

THIS AGREEMENT made this 16th day of November, 2021, by and between the CITY OF WASCO, a municipal corporation (the "City"), and QUAD KNOPF, INC., a California Corporation (dba QK), (the "Consultant").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Consultant to provide certain planning services (the "Consulting Services") more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof that may be required by the City from time to time under the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. During the term of this Agreement, Consultant shall serve at the pleasure of the City Manager's designee who shall be the Community Development Director until further written notice to Consultant. Consultant shall perform those Consulting Services requested by the City by written or email direction to Consultant and within the time frames and any other terms and conditions of same described therein. Whenever Consulting Services are requested, Consultant shall submit a scope of work and cost proposal for same and City and Consultant shall negotiate, where necessary, over the terms of same. Consultant shall place the terms agreed upon in a task order in substantially the form described in Exhibit "C" attached hereto and by this reference made a part hereof, sign it and submit it to the City for the Community Development Director's signature and same shall become an amendment to this Agreement. Notwithstanding any other provision to this Agreement, City may contract with any other Consultants to perform any Consulting Services otherwise described herein and shall have no obligation or responsibility to utilize Consultant for any such Consulting Services.
3. Consultant shall receive payment for all Consulting Services performed by Consultant hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Consultant to such Consulting Services charged at the rate set forth in the Consultant's Rate Schedule attached hereto as Exhibit "B" and by this reference made a part hereof and including all reasonable costs incurred by Consultant.
4. Consultant shall bill City no more often than monthly by invoice for the

Consulting Services provided. City Manager shall have the right to reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, same shall be paid in the regular cycle of payments made by City for other bills and claims.

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

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

7. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or related to any negligent or intentional act, error, or omission by or on behalf of Consultant in performance of Consulting Services under this Agreement, provided that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.8. The term of this Agreement shall be for 24 months from the date of this Agreement. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment for the work completed by Consultant prior to the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax – (661) 758-7239, Email – CityClerk@cityofwasco.org or if to Consultant – Janel Freeman, CFO, 5080 California Avenue, Suite 220, Bakersfield, California 93309, Fax -559.733.7821 Email -janel.freeman@qkinc.com Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

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

provision of this Agreement.

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

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

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to same may be executed in counterparts.

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

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

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

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

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

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

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

(b) Professional/negligent acts, errors and omissions insurance satisfactory to

City in an amount not less than \$1 million per claim; and

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

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

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

M. Scott Hurlbert, City Manager,
City of Wasco, California, **"City"**

JANEL FREEMAN, CFO
QUAD KNOPF, INC., a California
Corporation (dba QK), **"Consultant"**

EXHIBIT A

SCOPE OF SERVICES ON-CALL PROFESSIONAL SERVICES

Scope of Services

Professional services to be performed Consultant on an as-needed basis as provided herein may include, but are not limited to:

Environmental Planning

- Environmental Impact Reports (EIR)
- Initial Studies
- Negative Declarations/Mitigated Negative Declarations
- Categorical Exemptions
- Environmental Impact Statements (EIS)
- Environmental Assessments (EA)/Findings of No Significant Impacts (FONSI)
- Categorical Exclusions
- Cultural Resource Assessments
- Mitigation Monitoring & Reporting Plans and Programs
- Storm Water Pollution Prevention Plans (SWPPP)
- Water Supply Assessments
- Global Climate Change Evaluation/Greenhouse Gas
- Other Technical Documents in Support of CEQA/NEPA Compliance.

Additional Services

Consultant shall be compensated by City for additional services provided by Consultant as requested in writing by City in accordance with the Hourly Rate Schedule in effect at the time of performance of the additional services and subject to any maximum amount mutually agreed to in writing.

Charge Rate Schedule



2021 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Assistant	\$69 / hour
Project Administrator	\$92 / hour
Assistant CADD Technician/Designer /GIS Technician	\$87 / hour
Associate CADD Technician/Designer /GIS Analyst	\$102 / hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$118 / hour
Senior CADD Technician/Designer /GIS Analyst	\$133 / hour
Landscape Architect Technician	\$102 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$115 / hour
Associate Engineer	\$145 / hour
Senior Associate Engineer	\$170 / hour
Senior Engineer / City Engineer / District Engineer	\$199 / hour
Principal Engineer	\$250 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$80 / hour
Assistant Planner	\$90 / hour
Associate Planner/Environmental Scientist	\$105 / hour
Senior Associate Environmental Scientist	\$130 / hour
Senior Associate Planner	\$130 / hour
Senior Environmental Scientist	\$155 / hour
Senior Planner/ Landscape Architect	\$155 / hour
Principal Planner/Environmental Scientist	\$170 / hour
Senior Principal Planner/Environmental Scientist	\$195 / hour
Construction and Project Management	
Field Construction Observer	\$118 / hour
Senior Field Construction Observer	\$138 / hour
Assistant Construction/Project Manager	\$110 / hour
Associate Construction/Project Manager	\$129 / hour
Project Manager	\$133 / hour
Senior Associate Construction/Project Manager	\$148 / hour
Senior Construction/Project Manager	\$170 / hour
Principal Construction/Project Manager	\$185 / hour
Surveying	
Assistant Surveyor	\$102 / hour
Associate Surveyor	\$116 / hour
Senior Associate Surveyor	\$145 / hour
Senior Surveyor	\$170 / hour
One-Person Survey Crew	\$140 / hour
Two-Person Survey Crew	\$225 / hour
Three-Person Survey Crew	\$275 / hour
UAV Pilot	\$156 / hour
UAV Flight Observer	\$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.67 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/23/2020

EXHIBIT C

**CITY OF WASCO
WORK AUTHORIZATION AND TASK ORDER NO.____
PROJECT NAME
Job No. _____**

Project #:	Phase #:	Task#:										
Project Title:												
Project Description:												
Scope of Work:												
Period of Performance:												
Budget:												
Special Terms and Conditions: All of the terms and conditions of the Agreement between _____ and Quad Knopf, Inc. dated _____ are incorporated by reference as if fully set forth herein.												
Invoicing Requirements: § Payment Terms: Net 30 Days § Contract Type: <input type="checkbox"/> Time & Materials _____ <input type="checkbox"/> Fixed Fee _____ § Invoice Frequency: Monthly												
<table style="width: 100%;"><tr><td style="width: 50%;"><i>Quad Knopf, Inc.</i></td><td style="width: 50%;"><i>City of Wasco</i></td></tr><tr><td>By: _____ Signature</td><td>By: _____ Signature</td></tr><tr><td>Name: <u>Janel Freeman</u></td><td>Name: _____</td></tr><tr><td>Title: <u>Chief Financial Officer</u></td><td>Title: _____</td></tr><tr><td>Date: _____</td><td>Date: _____</td></tr></table>			<i>Quad Knopf, Inc.</i>	<i>City of Wasco</i>	By: _____ Signature	By: _____ Signature	Name: <u>Janel Freeman</u>	Name: _____	Title: <u>Chief Financial Officer</u>	Title: _____	Date: _____	Date: _____
<i>Quad Knopf, Inc.</i>	<i>City of Wasco</i>											
By: _____ Signature	By: _____ Signature											
Name: <u>Janel Freeman</u>	Name: _____											
Title: <u>Chief Financial Officer</u>	Title: _____											
Date: _____	Date: _____											



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: November 16, 2021

SUBJECT: Adopt a Resolution Approving an Application for Funding and Authorize the City Manager to Enter Into and Execute the Grant Agreement and any Amendments Thereto for the Charge UP! Electric Vehicle Charger Incentive Program of the San Joaquin Valley Air Pollution Control.

Recommendation:

Staff recommends the City Council receive and file this report and approve a Resolution of the City Council of the City of Wasco approving an application for funding and executing a grant agreement and any amendments thereto for the Charge UP! Electric Vehicle Charger Incentive Program of the San Joaquin Valley Air Pollution Control District.

Discussion:

The San Joaquin Valley Air Pollution Control District (Air District) provides funding to public agencies in the San Joaquin Valley to install electric vehicle (EV) chargers. The purpose of this program is to fund the purchase and installation of new electric vehicle Level 2 and 3 chargers to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles.

The Charge Up! Program provides incentives for the purchase of new, eligible Level 2 and 3 electric vehicle (EV) chargers. The maximum amount of funding available for Level 3 is \$25,000 per unit, 30% of the total cost. FUNDING CAP: \$50,000 annually per applicant/site. EV Chargers must be publicly accessible 24 hours a day/ 7 days a week if the project includes purchasing and installing a Level 3 EV charger.

The funds are distributed on a first-come, first-served basis. The City proposes to purchase two Level 3 DC Chargers (approximately \$50,000 each). The City anticipates it will be selected to participate in this EV Charge Up program within 6 to 12 months after the application is received

Fiscal Impact:

No impact at this time. MOU with KERN COG Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603) CEC Grant funds will be used to supplement the purchase price exceeding \$25,000 per unit and installation cost.

Attachments:

1. Resolution

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN APPLICATION FOR FUNDING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FOR THE CHARGE UP! ELECTRIC VEHICLE CHARGER INCENTIVE PROGRAM OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

WHEREAS, the City of Wasco is an eligible public agency and may receive funding from the Charge UP! Electric Vehicle Charger Incentive Program of the San Joaquin Valley Air Pollution Control District (Air District); and

WHEREAS, the City of Wasco wishes to obtain a grant of up to \$50,000 for the purchase of Level 3 DC Electric Vehicle (EV) Chargers; and

WHEREAS, the City of Wasco wishes to delegate authorization to execute a grant agreement and any amendments thereto to the City Manager.

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

SECTION 1: The City Council has reviewed and hereby approves an application made to the Air District to obtain a grant of up to \$50,000 for the purchase of Level 3 DC Electric Vehicle Chargers, pursuant and subject to all guidelines of the San Joaquin Valley Air Pollution Control District.

SECTION 2: The City Manager is hereby authorized to execute all required documents of the New Alternative Fuel Vehicle Purchase Program and any amendments thereto with the San Joaquin Valley Air Pollution Control District.

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I HEREBY CERTIFY that the foregoing Resolution No. 2021 - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: November 16, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Enter and Execute a Memorandum of Understanding (MOU) between Kern COG and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603) Agreement for Level 3 DC Fast Charging Stations.

Recommendation:

Staff recommends the City Council adopt a Resolution of the City Council of the City of Wasco authorizing the Mayor, City Manager and City attorney to execute the Memorandum of Understanding (MOU) between Kern COG and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603) Agreement for Level 3 DC Fast Charging Stations

Discussion:

On August 12, 2020, the California Energy Commission (CEC) released a Grant Solicitation and Application Package entitled “Electric Vehicle Ready Communities Phase II- Blueprint Implementation” under the Clean Transportation Program. In response to GFO-19-603, the Kern COG submitted application with the support of all the participating communities and received funding in the CEC’s Notice of Proposed Awards on January 8, 2021.

City of Wasco and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the region and citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0.

City of Wasco will install and commission two Level 3 DC Fast Charging Stations on Hwy 43/F Street Wasco’s Farmers Market Parking Lot. At this site, the City has already installed two Level 2 Charging Stations, the addition of Level 3 DC Fast Chargers will provide for

cars on long-distance trips, and buses for fast charging, while Level 2 charging meets the needs of most customers, residents and employees. Level 2 charging adds only about 25 miles of Range Per Hour (RPH), while Level 3 charging adds about 249 miles of Range Per Hour.

The table below reflects CEC grant amounts and matching funds for KERN COG and all the subcontractors participating in CEC Agreement GFO-20-010.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
Bakersfield College	\$64,000	\$18,808	\$82,808
TOTAL	\$700,515	\$242,841	\$943,356

Local Match for the City of Wasco will be covered through the San Joaquin Valley Air Pollution Control EV Charge Up! Voucher Program, which provides funding for public agencies to install electric vehicle Level 3 (EV) Chargers (Maximum amount per Unit \$25,000). The purpose of this program is to fund the purchase and installation of new electric vehicle Level 3 chargers to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles.

Fiscal Impact:

No impact at this time. Local match funds are required. Energy Commission Grant amount is \$99,000.00, which will be matched with a SJVAPCD Charge Up! grant in the amount of \$33,000.00 for a project total of \$132,000.00.

Attachments:

1. Resolution
2. Memorandum of Understanding

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN KERN COUNCIL OF GOVERNMENTS
("KERN COG") AND CITY OF WASCO FOR THE IMPLEMENTATION OF THE CALIFORNIA
ENERGY COMMISSION (CEC) ELECTRIC VEHICLE (EV) READY COMMUNITIES PHASE II –
BLUEPRINT IMPLEMENTATION (GFO-19-603) AGREEMENT FOR LEVEL 3 DC FAST CHARGING
STATIONS.**

WHEREAS, the City Council has reviewed and hereby approves Memorandum of Understanding (MOU) between Kern Council of Governments ("Kern COG") and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) ready communities Phase II – Blueprint implementation (GFO-19-603) Agreement for Level 3 DC fast charging stations; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, CITY delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

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

1. Approves the execution of the MOU between KERN COG and CITY for Level 3 DC Charging Stations; and
2. Certifies that the CITY has reviewed, understands, and agrees to the General Provisions contained in the MOU; and
3. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, MOU, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of
Wasco

Attest: _____

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

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on November 16, 2021, by and among the CITY OF Wasco ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission ("**CEC**" herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010, and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct, and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.

4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in CEC Agreement ARV-20-010. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
Bakersfield College	\$64,000	\$18,808	\$82,808
TOTAL	\$700,515	\$242,841	\$943,356

5. CITY agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget.
6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City of Wasco
M. Scott Hurlbert
746 Eighth Street
Wasco, CA 93280

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through agreement ARV-20-010.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"CITY of Wasco"

RECOMMENDED AND APPROVED
AS TO CONTENT:

M. Scott Hurlbert, City Manager
City of Wasco

APPROVED AS TO FORM:

Thomas F. Schroeder, Legal Counsel

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:

AHRON HAKIMI
Executive Director
Kern Council of Governments
APPROVED AS TO FORM:

Bob Smith, Chairman
Kern Council of Governments

Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

[Remainder of page left blank intentionally]

**EXHIBIT A
Scope of Work
City of Wasco**

PLEASE SEE ATTACHED

(Follows page 10)

EXHIBIT B
Schedule of Products and Due Dates
City of Wasco

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	11/30/2021	4/30/2021
		Updated List of Match Funds	11/30/2021	4/30/2021
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	12/15/2021	5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report			
		Final Outline of the Final Report	N/A	12/12/2023
		Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final invoice.	1/12/2024
		Final Report	N/A	3/12/2024
1.6	Identify and Obtain Match Funds			
		A letter regarding match funds detailing match funds provided	11/30/2021	4/30/2021
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7	Identify and Obtain Required Permits			

	Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by 5/31/2022.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
	A copy of each approved permit (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts			
	Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	5/19/2021
	Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2 Electric Vehicle Charging Station Installation			
	Site maps and design information for charging stations for 6 host cities	12/15/2021	11/29/2021
	Photos to document station progress and completion	With monthly reports, as changes occur. Within 30 days of station commission.	6/29/2023
	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to November 20, 2023

Semi-annual EVSE usage reports		First report by 12/1/2022 then every six months until grant completion date	First report by 6/1/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development		
	Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer.	N/A	12/13/2021
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	1/8/2024
4	Outreach		
		As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.	As the events occur and are scheduled
	Copies of agendas, registrations, and photos		
	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events or training workshops	N/A	Within 45 days of the event
5	E-Bike Pilot		
	Summary E-Bike Report	Pending placement of eBikes.	6/29/2023

**EXHIBIT C
Budget
City of Wasco**

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of Wasco	Install and commission at least (2) Level 3 DC Fast Charging electric vehicle charging stations*		\$ 99,000	\$ 33,000	\$ 132,000

¹Project Total may be larger than \$132,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$132,000 the city host may be asked to apply funds to another EVSE project or to return excess funding not needed.

***Note: The following indicates the project requested/supported.**

Arvin: Install and commission charging station with 1 DCFC and 3 L2 chargers
 Bakersfield: Install and commission charging station with 3 L2 chargers
 Delano: Install and commission charging station with 3 L2 chargers
 McFarland: Install and commission charging station with 2 DCFC and 3 L2 chargers
 Shafter: Install and commission charging station with 3 L2 chargers; CEC \$45,000; Shafter \$15,000
 Wasco: Install and commission charging station with 2 L3 chargers.

Bakersfield College: Install one BEAM EV ARC with 2 L2 chargers; CEC \$64,000; BC \$18,808

EXHIBIT A
Scope of Work
City of Wasco

TECHNICAL TASK LIST.

Task #	CPR	Task Name
1		Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development
4		Outreach
5		E-Bike Pilot

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata	None	
2	Linda Urata	Christine Viterelli, Stuart Patteson, Maribel Reyna, Diana Garcia, Maria Lara, Michael James, Luis Villa, Andrew Haney	
3	Linda Urata	Andrew Haney	
4	Linda Urata, Susanne Campbell	TBD	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
Agreement	Agreement GFO-20-010 "EV Ready Communities Phase II - Blueprint Implementation" between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.

Term/ Acronym	Definition
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
Project Manager	Kern COG Regional Planner managing the CEC Grant GFO-20-010
MOU	Memorandum of Understanding
Recipient	An applicant awarded a grant under a California Energy Commission solicitation
SUB	A subcontractor entering into an MOU with Kern CO who will receive funding through the grant agreement GFO-20-010 between the CEC to Kern COG. A SUB on this agreement will either be a CITY or Bakersfield College.

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021. GFO-19-603 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81% to 90% of areas within Kern County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training and then there is always planning for the future, and autonomous vehicles.

This project will provide funding needed to support the efforts for zero emission transport to serve local communities.

Goals of the Agreement:

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the Agreement:

The objectives of this Agreement are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The site host communities will have an impact on EV adoption and support electrified transportation options, and Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the SUB prior to the meeting.

The SUB shall:

- Attend a “Kick-Off” meeting with the Project Manager, a Regional Planner, and an Administrative Assistant, Administration Department. The SUB shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as the SUB deems appropriate to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - MOU Terms and Conditions
 - Critical Project Review Support Documents (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place. California Energy Commission programs (such as CALeVIP) **can not be used as matching funds**. If using San Joaquin Valley Air Pollution Control District ChargeUP! funding as match, please provide the voucher numbers in your documentation of matching funds.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The Project Manager’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

SUB Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda
- Monthly Report Template or Guidelines
- Monthly Invoice Template

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The Recipient may request documents or participation from the SUB in order to prepare for the CPR or to answer direct questions from the CAM.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Gather information from the SUB(s) to prepare the CPR Report.
- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

The SUB shall:

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

SUB Product:

- CPR SUB-Report

Task 1.3 Final Meeting

The goal of this task is to closeout this MOU.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements

- Schedule for completing closeout activities

The SUB shall:

- Attend the Final Meeting between Kern COG and CEC, if requested by the CAM.
- Comply with directions from the CEC for dispensation of equipment purchased with CEC funds
- Comply with requests from the CEC for specific “generated” data (not already provided in MOU products)
- Comply with “Surviving” Agreement (between Kern COG and CEC) provisions as appropriate and

SUB Products:

- Written documentation of dispensation of equipment purchased with CEC funds, if requested by CAM
- Written demonstration of compliance with requests from CEC for specific “generated” data (not already provided in MOU products)
- Written documentation of compliance with “Surviving” Agreement provisions, if required

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

The SUB shall:

- Prepare a Monthly Progress Report which summarizes all MOU activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the MOU within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager on the last working day of the month. The recommended specifications for each progress report will be provided no later than the Kick-off Meeting. Monthly Progress Reports must be submitted, even when no substantial progress has been made toward any or all of the tasks.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

The SUB shall:

- Provide a final report to the Project Manager with the final pre-retention invoice.
- The technical portion of the report shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the MOU, and recommendations for improvements

SUB Products:

- Outline of Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

The SUB shall:

- Prepare a letter documenting the match funding committed to this MOU and submit it to the Project Manager at most 10 working days following the kick-off meeting. Match funds in the amount of \$33,000.00 were a part of the proposal that led to the CEC awarding the Agreement to Kern COG. Provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the SUB shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide to the Project Manager, a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment. As grant funding may be secured following the date of this MOU, provide a copy of the executed grant within 10 days of receipt from the funding agency.
- Discuss match funds and the implications to the MOU if they are reduced or not obtained as committed (10 days following the kick-off meeting). Match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Project Manager if during the course of the MOU additional match funds are received.
- Notify the Project Manager within 10 days if during the course of the MOU existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

SUB Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
 - § Type of permit
 - § Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 10 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

The SUB shall:

- Prepare a letter documenting the permits required to conduct this MOU and submit it to the Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this MOU, then state such in the letter. If it is known at the beginning of the MOU that permits will be required during the course of the MOU, provide in the letter:
 - A list of the permits that identifies the:
 - § Type of permit
 - § Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the SUB will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the MOU if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the MOU additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager, who will forward them to the CAM.

- As permits are obtained, send a copy of each approved permit to the Commission Project Manager, who will forward them to the CAM.
- If during the course of the MOU permits are not obtained on time or are denied, notify the Project Manager within 5 working days, noting if there are plans to appeal a decision or to re-submit. Either of these events (delay or denial) may trigger an additional CPR.

SUB Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the MOU (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the MOU (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

The SUB shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this MOU to the Project Manager to submit to the CAM for review.
- Submit a final copy of the executed subcontract.
- If SUB decides to add new subcontractors, then the SUB shall notify the Project Manager who will notify the CAM.

SUB Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

The goal of this task is to install a minimum of seventeen Level 2 and four Direct Current fast charging EV chargers at a minimum of six sites.

The Recipient shall:

- Procure, install, and operate a minimum of seventeen Level 2 and four Direct Current Fast Charging electric vehicle chargers at a minimum of six sites.
- Coordinate with site hosts throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the document “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions” provided by the Project Manager, or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient’s authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report.

Products:

- Site maps and design information for charging stations for six host cities
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes

- Semi-annual EVSE usage report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

The SUB shall:

- Procure, install, and operate a minimum of three (3) Level 2 vehicle chargers at a minimum of one site.
- Coordinate with Project Manager and other sites or funding agencies if necessary throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions” provided by the Project Manager or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by SUB’s authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including city council presentations, employee notices, media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report. To the Project Manager, with the first report due 3 months from the date the station is online o, by 6/1/2022 (whichever comes first), and then every six months to December 15, 2024, prior to the closeout of the contract between Kern COG and the CEC in 2024.

SUB Products:

- Site maps and design information for charging stations for the host city
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers

- Documentation for four outreach activities, which may include: outreach materials, photos, presentations, agendas, minutes, press releases, social media posts
- Semi-annual EVSE usage report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 3 Infrastructure to Support Workforce Development

[DOES NOT APPLY TO THE CITY OF WASCO]

TASK 4 Outreach

The goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The Recipient shall:

- Conduct ongoing EV and EVI outreach activities, including hosting the 2022 and 2023 TRANSITions Transit Symposiums.
 - Project partners will be invited to speak and/or have a booth
 - Provide copies of agendas, registrations, and photos.
 - Write and submit event reports for 2022 and 2023 TRANSITions Transit Symposiums.
- Conduct at least three additional public electric vehicle charging events or training workshops including, but not limited to, hosting or sponsoring electric vehicle and charger workshops for first responders and teachers.
 - Provide copies of agendas, registrations, and photos.
 - Write and submit event reports for each of the three additional public electric vehicle charging events or training workshops.

Products:

- Copies of agendas, registrations, and photos
- Event report for 2022 TRANSITions Transit Symposium
- Event report for 2023 TRANSITions Transit Symposium
- Event report for each of the three additional public EV charging events or training workshops

The SUB shall:

- Conduct ongoing EV and EVI outreach activities, including participating in the 2022 and 2023 TRANSITions Transit Symposiums.
 - SUB will be invited to speak and/or have a booth
 - Provide copies of SUB registrations, presentation materials, handouts and/or photos.
 - Write and submit participation reports for 2022 and 2023 TRANSITions Transit Symposiums.

SUB Products:

- Copies of agendas, registrations, and photos
- Participation report for 2022 TRANSITions Transit Symposium
- Participation report for 2023 TRANSITions Transit Symposium

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STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: November 16, 2021

SUBJECT: Approval of the Notice of Acceptance and Authorize the City Clerk to file the Notice of Completion of the Ag Well Drilling Project.

Recommendation:

Staff recommends the City Council to approve the Notice of Acceptance and Authorize the City Clerk to file the Notice of Completion of the Ag Well Drilling Project.

Background:

On November 17, 2020, the City Council approved the award of this Project to Zim Industries, Inc. in the amount of \$346,095.00.

This project was associated with the drilling and establishing of a water supply well at the City Land use area on Poso Ave and Scofield Road. The work included the installation of a deep well turbine pump, motor, discharge piping, electrical and motor controls, and other items required by typical construction and the City's standard specifications. This well acts as a backup water supply for the lease of our Effluent land-use area on Poso Ave and Scofield Road.

Discussion:

Zim Industries, Inc. has completed the work outlined in the plans and specifications of the Project, thus prompting the closeout of the Project.

Throughout the Project, there was 1 change order that increased the Project's cost by \$146,339.10.

Fiscal Impact:

The City is responsible for paying 100% of repair costs in excess of \$50,000 and 50% of the first \$50,000. Paul Farms has already paid \$11,079.59 to have the well surveyed via video and pulled. Paul Farms will be responsible for an additional \$13,920.41 in repairs towards the total cost associated with repairing the well. City staff has issued the invoice requesting payment.

The total cost associated with the drilling of the new well is \$509,093.38, including engineering costs of \$16,659.28 and construction costs (including change order) of \$492,434.10.

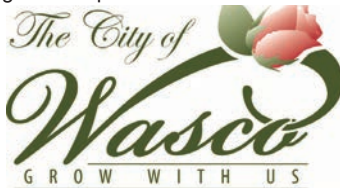
Attachments:

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

Federally Eligible:	N/A	Date:	February 25, 2021
Owner:	City of Wasco	Project:	Drilling of a Water Supply Well Project No. 20220
Contractor:	Bakersfield Well & Pump Company	Engineer:	Dee Jaspar & Associates, Inc.

Item No.	Description of Changes and/or Additions	Date of Verbal / Written Direction	Decrease in Contract Price	Increase in Contract Price	Working Days Adjustment
1	F&I New Vertical Turbine Pump Assembly	TBD	\$ 0	\$ 10,768.22	+0 Days
2	F&I New Pump Head	TBD	\$ 0	\$2,928.46	+0 Days
3	F&I New 200 hp Motor	TBD	\$ 0	\$17,144.26	+0 Days
4	F&I New Cone Strainer	TBD	\$ 0	\$ 970.62	+0 Days
5	F&I 460-LF New 10-inch Column Pipe	TBD	\$ 0	\$ 23,960.02	+0 Days
6	F&I 460-LF New Enclosing Tube and Lineshaft	TBD	\$ 0	\$ 23,718.52	+0 Days
7	F&I New Head Shaft	TBD	\$ 0	\$ 750.00	+0 Days
8	F&I New Tubing	TBD	\$ 0	\$ 500.00	+0 Days
9	F&I 460-LF New Airline	TBD	\$ 0	\$ 299.00	+0 Days
10	Transport Motor & Pump Head to Site & Re-use	TBD	\$ 0	\$ 1,500.00	+0 Days
11	Mobilization & Demobilization	TBD	\$ 0	\$ 2,000.00	+0 Days
12	F&I New Concrete Foundation	TBD	\$ 0	\$ 5,500.00	+5 Days
13	Install Ex. Steel Discharge Piping Above Grade	TBD	\$ 0	\$ 2,000.00	+5 Days
14	F&I New Discharge Piping Below Grade	TBD	\$ 0	\$ 13,800.00	+10 Days
15	F&I New Discharge Piping To Connect to Below Grade Piping	TBD	\$ 0	\$ 4,500.00	+5 Days
16	F&I New Motor Starter	TBD	\$ 0	\$ 19,800.00	+15 Days
17	Install New Pump	TBD	\$ 0	\$ 7,500.00	+3 Days
18	Install U/G Power from Ex. Service to New Panel	TBD	\$ 0	\$ 5,100.00	+5 Days
19	F&I Concrete Pad or Backboard for Elec Equipment	TBD	\$ 0	\$ 2,700.00	+5 Days
20	Perform Startup & Testing	TBD	\$ 0	\$ 900.00	+ 2 Days

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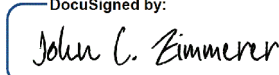


Original Contract Amount	\$ 346,095.00
Net change by change orders	\$ 146,339.10
Net contract amount, including this change order	\$ 492,434.10

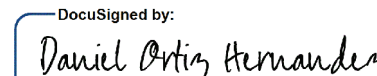
Reason for Change Order: The change order is to equip the new well for operation. The change order includes re-using the existing equipment from the abandoned well as feasible. This equipment includes the existing well discharge piping and connection to the existing irrigation system.

The new equipment required includes a new vertical turbine pump, column piping, enclosing tube, lineshaft, pump discharge head, 200 hp vertical hollowshaft motor, cone strainer, headshaft, tubing, airline, concrete foundation, well discharge piping from the new well location to the existing irrigation standpipe, motor starter, underground electrical to the new well location, and a new concrete pad or backboard for the electrical equipment at the new well location.

This work will also include installation of the pump assembly and all start-up and testing.

ACCEPTED BY:  DATE: 3/18/2021
DocuSigned by: 3F3B4FE599A142A...
 JOHN C. ZIMMERER, vice President

RECOMMENDED BY:  DATE: 3/18/2021
DocuSigned by: CA8068767924406...
 BINDIANNA BISHOP, Public Works Director

APPROVED BY:  DATE: 3/29/2021
DocuSigned by: 55168B8E68CF4F8...
 DANIEL ORTIZ-HERNANDEZ, City Manager



Public Works Office

(661) 758-7270 Fax (661) 758-1728

764 E Street, Wasco, CA 93280

www.cityofwasco.org

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Zim Industries, Inc.
3. Surety of Faithful Performance
and Labor and Material Bond: Everest Reinsurance Company
4. Contract For: Drilling of Water Supply Well Project No.20220
5. Date of Contract: November 17, 2020
6. Date of Completion: June 16, 2021

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

Luis Villa
Public Works Director
City of Wasco

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** June 16, 2021

8. The work of improvement completed is described as follows: Ag Well Drilling

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

10. The street address of said property is: Scofield and Poso Ave.

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

11/16/2021

Date

John P. Pallares., Mayor Pro Tem, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

11/16/2021, City of Wasco, CA

Date and Place

John P. Pallares., Mayor Pro Tem, City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: November 16, 2021

SUBJECT: Approval of the Notice of Acceptance and Authorize the City Clerk to file the Notice of Completion for the Well# 14 Site Development project.

Recommendation:

Staff recommends the City Council to approve the Notice of acceptance and authorize the City Clerk to file the Notice of Completion for the Well# 14 Site Development project.

Background:

On December 17, 2019, the City Council approved the award of this Project to Brough Construction, inc. in the amount of \$1,948,080.00.

This project was associated with the site development and equipping of Well No. 14. The work included the installation of a deep well turbine pump, motor, discharge piping, electrical and motor controls, masonry block, control building, drainage piping, conveyance piping, appurtenances, site improvements, SCADA system, backup generator, and Variable Frequency Drive (VFD) and other items that are required by typical construction and the City's standard specifications. #14 is located in the City-owned lot at the northwest corner of 8th St. and G St.

Discussion:

Brough Construction, Inc. has completed the work outlined in the plans and specifications of the Project, thus prompting the closeout of the Project.

There was only one change order throughout the Project that decreased the Project's cost by \$2,888.76.

Fiscal Impact:

The City budgeted \$2,050,000.000 in the 2019/20 FY Capital Improvement Plan for the site development and equipping of Well #14. The budgeted funds included preliminary engineering, construction management, and the site development and equipping of Well #14. The lowest bidder came in higher than anticipated, and \$407,968 of the unspent funds from the 2018/19 FY allocations were carried over into the 2019/20 FY.

Attachments:

1. Notice of Acceptance
2. Notice of Completion



Public Works Office

(661) 758-7270 Fax (661) 758-1728

764 E Street, Wasco, CA 93280

www.cityofwasco.org

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Brough Construction, Inc.
3. Surety of Faithful Performance
and Labor and Material Bond: The Ohio Casualty Insurance Company
4. Contract For: Well 14 Site Development Project
5. Date of Contract: December 17, 2019
6. Date of Completion: March 31, 2021

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

Luis Villa
Public Works Director
City of Wasco

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** May 31, 2021

8. The work of improvement completed is described as follows: Well 14 Site Development Project

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

10. The street address of said property is: 8th and G Street

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

11/16/2021

Date

John P. Pallares., Mayor Pro Tem, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

11/16/2021, City of Wasco, CA

Date and Place

John P. Pallares., Mayor Pro Tem, 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: November 16, 2021

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

Recommendation:

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

Background:

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

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

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

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

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

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

Discussion:

The market value of the City's total cash and Investments on October 31, 2021, was \$50,062,024 compared to \$50,432,179 on September 30, 2021. This is a \$370,155 decrease from the previous month (\$344,398 decrease on the cost basis). The \$2,870,354 decrease in cash on hand from September to October was primarily driven by an investment transfer of \$2,500,000 into the Local Agency Investment Fund ("LAIF") and a combination of higher checks cashed in October compared to the money received.

As of October 31, 2021, the City has \$35.3 million (70.57%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.24 % during the quarter (ended September 30, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (12.30%) of the City's Cash and Investment Portfolio. The City also has \$3.1 million (6.24 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.05 % is the average earned by a 3-month Treasury Bill during the month ended October 30, 2021, and the long and medium-term benchmark of 0.53 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended October 31, 2021, was 0.11%.

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

Fiscal Impact:

There is no fiscal impact on this action

Attachments:

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



Investment Report
Sunday, October 31, 2021

32,647,915 32,808,198

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	0.24%	0.05%	32,667,686	32,828,176			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			<u>2,500,000</u>	<u>2,500,000</u>			
Local Agency Investment Fund (LAIF) - Total			35,167,686	35,328,176	7	70.57 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.16%	0.05%	1,264,895	1,282,285	7	2.56 %	0.00
Cal Trust Short Term Money Market Fund	0.13%	0.05%	1,590,915	1,600,908	1	3.20 %	0.03
Cal Trust Medium Term Money Market Fund	0.31%	0.53%	3,227,089	3,274,807	3	6.54 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)							
Certificates of Deposit	3.70%	0.53%	1,250,000	1,295,580	2,277	2.59 %	0.03
Money Market Funds (October 31, 2021)	0.01%	0.05%	<u>1,827,219</u>	<u>1,827,219</u>	1	3.65 %	0.00
Investments current month (October 31, 2021)			44,327,803	44,608,974			0.03
Investments previous month (September 30, 2021)			<u>41,801,847</u>	<u>42,108,775</u>			
Net Investment Increase(Decrease) (October 31, 2021)			2,525,957	2,500,199			
Cash on Hand (October 31, 2021)							
Cash Transfer to LAIF			7,953,050	7,953,050	1	17.83 %	0.00
			<u>(2,500,000)</u>	<u>(2,500,000)</u>			
			5,453,050	5,453,050			
Cash on Hand previous month (September 30, 2021)			8,323,404	8,323,404	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			<u>(2,870,354)</u>	<u>(2,870,354)</u>			
Total Cash and Investments (October 31, 2021)			49,780,853	50,062,024			
Total Cash and Investments previous month (September 30, 2021)			50,125,250	50,432,179			

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

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

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .11%

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

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

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	256,500.00	325	0.50 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	255,970.00	339	0.50 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	256,335.00	407	0.50 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	263,340.00	683	0.50 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	263,435.00	690	0.50 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,295,580.00	2,277	2.59 %	0.03
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	11/1/2021	1,827,219	1,827,219	1	3.65 %	0.00
Total Held by Unionbanc Investment Services					3,077,219	3,122,799	2,278	6.24 %	0.03

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney
Isarel Perez-Hernandez, Finance Director
Luis Villa, Public Works Director

DATE: November 16, 2021

SUBJECT: Introduction and waive the first reading by title only of an ordinance of the City of Wasco Amending Title 13 of the Wasco Municipal Code, Amending Chapter 13.14.01.0, Sewer Service Charges.

RECOMMENDATION:

Staff recommends that the City Council introduce the ordinance and waive the first reading by title only and continue the adoption of the ordinance to a public hearing at the next regular meeting of the City Council.

BACKGROUND:

The last Sewer rate study for Sewer Services occurred in 2007, which required an update to the Municipal Code, Ordinance 2007-533.

DISCUSSION:

The City provides water, sewer, and sanitation utility services to the residents and businesses located in the City of Wasco. The City contracted an independent consultant to perform a Water rate study in 2015, and a Sanitation rate study was done in 2011. During those two studies, staff updated the Municipal Code to reflect the new rates and included verbiage stating that water and sanitation rates may be modified by the Council by resolution. Without this provision, the only way to modify the rates is by ordinance, which requires two readings at two separate city council meetings and a delay of 30 days thereafter before the ordinance is effective.

Unfortunately, the current Municipal code does not allow for modification of sewer rates by resolution. The attached ordinance will allow for modification of sewer rates by resolution.

The update in the ordinance is simply to provide uniformity with our other two utility billing service rates. Uniformity will provide clarity across the board for City Staff and consultants when reviewing enterprise rates in the future. Furthermore, the ordinance update will eliminate any possible misinterpretation when crafting timelines for rate modification.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 2021-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING
CHANGES IN SEWER SERVICE CHARGES BY RESOLUTION**

THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT.

Section 13.14.010 of the Wasco Municipal Code and that portion of Ordinance Nos. 567 and 399 are hereby amended by adding to the end of Section 13.14.010 the following: "All sewer service charges described in this Chapter 13.14 may be revised, modified, or adopted by resolution of the City Council."

SECTION 2. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines that is not a project which has the potential for causing a significant effect on the environment.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 16th day of November, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the _____ day of _____, 2021, by the following votes:

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney

DATE: November 16, 2021

SUBJECT: Adopt a Resolution approving the amendments to the City of Wasco Orientation Manual for Elected and Appointed Officials Commonly Referenced as the City Council Handbook.

Recommendation:

Staff recommends the City Council approve the amended changes to the City Council Handbook to be consistent with elections by district and modify its provisions to accommodate issues raised by elections by district.

Discussion:

On October 3, 2017, at a regular city council meeting, the city council handbook was adopted to provide guidelines for the city council to conduct its business in an orderly, consistent and fair manner. The City Council handbook was adopted prior to the establishment of district-based elections on January 2, 2018. Accordingly, the Vacancies section has been amended to refer to appropriate Government Code Sections 1752 and 36512.

The City Council handbook was originally in the form of a report from the city's consulting attorney, Richards, Watson & Gershon ("RWG"). With the permission of RWG, copyrights and other references to RWG have been removed from the document. A small number of typographic errors have also been corrected with this amendment.

Attached to the staff report is the amended City Council handbook as Exhibit A.

Fiscal Impact:

None

Attachments:

1. Resolution
2. Exhibit A

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO
AMENDING THE CITY OF WASCO ORIENTATION MANUAL FOR
ELECTED AND APPOINTED OFFICIALS**

WHEREAS, the City Council adopted a City Council handbook entitled the City of Wasco Orientation Manual for Elected and Appointed Officials (hereinafter, the "City Council Handbook") by resolution on October 3, 2017, in order to conduct its business in an orderly, fair, and efficient manner; and

WHEREAS, the City Council has adopted rules for election of councilmembers by districts which occurred subsequent to its adoption of the City Council Handbook and will be adjusting the boundaries of those districts prior to the elections in 2022; and

WHEREAS, the City Council wishes to amend the City Council Handbook to be consistent with elections by districts and to modify its provisions to accommodate issues raised by elections by districts and to update the City Council Handbook in such other ways as approved by the City Council.

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

SECTION 1: That the foregoing recitals are true and correct.

SECTION 2: That the City Council hereby revises and amends the City Council Handbook and replaces it with the First Amended and Restated City Council Handbook attached hereto as Exhibit "A" and by this reference made a part hereof.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by City Council at a regular meeting thereof held on November 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA
Mayor of the City of Wasco

Attest: _____

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



An Orientation Manual For Elected and Appointed Officials

PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Wasco establishes the Orientation Manual for Elected and Appointed Officials, and procedures contained therein. The Manual shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Orientation Manual for Elected and Appointed Officials, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as the "Orientation Manual for Elected and Appointed Officials for the City of Wasco."

Adopted October 2017

Resolution No. 2017-3238, dated October 3, 2017

Amended November 2021

Resolution No. 2021-xxxx, dated November 16, 2021

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FOREWORD

Congratulations on assuming a City Council seat in the City of Wasco!

To assist you in being an effective public official, this Orientation Manual has been prepared to provide you with an introduction to common legal issues that you will encounter.

The City of Wasco is organized as a “City Manager” form of city government. This means that the City Manager has the power to administer the day-to-day affairs of the City. The City Council appoints the City Manager and the City Manager appoints, hires and dismisses City employees, except the City Attorney, who is appointed by the Council. The City Council interacts with City employees through the City Manager, and may not give direct orders to the City Manager’s subordinates. (Gov. Code, § 34851.) When in doubt as to the powers of the City, you should consult the Wasco Municipal Code and applicable provisions of the State Codes. The City Attorney is available to assist on any legal issues or questions that may arise.

Chapters one and two of this handbook outline standard meeting procedures and provide advice on how to make meetings manageable. Chapter three explains ethics training requirements for local officials. Chapter four summarizes the legal requirements for certain land use decisions. Chapter five provides a brief overview of the various steps a proposed project goes through under the California Environmental Quality Act before it can be approved. Chapter six addresses attorney client privileged communications and issues pertaining to the confidentiality of closed session meetings.

We hope you will find this handbook a valuable resource throughout your tenure in office.

CHAPTER 1

STANDARD MEETING PROCEDURES

I. TYPES OF MEETINGS

Regular Meetings: All regular business of the City Council should be conducted at the City Council's regular, monthly meetings. Once a regular meeting is adjourned, the Council may not meet again until the next regular meeting, unless the Council adjourns to a different time or unless a special meeting is called, as described below. Field trips and "study sessions" occurring on a date other than a regular meeting date are conducted as adjourned meetings or special meetings.

Adjourned Meetings: At the conclusion of a regular meeting, the Mayor may adjourn the meeting to a specific time, place and date. This allows for an extension of the regular meeting. If a regular meeting of the City Council is adjourned to another time, the City Clerk shall post a notice of the adjourned meeting near the door of the meeting room within 24 hours of the adjournment. Adjourned meetings can be again adjourned to a date, time and place specific; however, once any meeting is finally adjourned, it cannot be reconvened.

Special Meetings: Special meetings may be called by the Mayor or by a majority of the City Council under the following guidelines:

- Written notice must be delivered personally or by any other means to each Council Member, the City Clerk, and the local media, at least 24 hours prior to the meeting. Notices must also be posted, at least 24 hours prior to the meeting, at the designated posting places in the City and the City's Internet website.
- The notice must contain the subjects of the meeting and only those subjects may be considered at the special meeting.

II. CONDUCT OF MEETINGS

Mayor: The Mayor presides at all City Council meetings. The Mayor shall be the official head of the City for all ceremonial purposes. The Mayor shall have the primary but not exclusive responsibility for interpreting the policies, programs, and needs of the City government to the people, and of informing the people of any major change in policy or program.

Mayor Pro Tempore: In the absence of the Mayor, or if the Mayor is unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act (GC 36802).

Absence of Mayor and Mayor Pro Tempore: In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be elected by the members of the Council present.

Election of Mayor and Mayor Pro Tempore: The City Council selects the Mayor and the Mayor Pro Tem. Following a general election, at the first regular City Council Meeting of City Council members elected at such election and upon presentation by the County of the certified election results, or no later than the second regularly scheduled meeting in December following the election, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. In years where an election is not held, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. The election of the Mayor and Mayor Pro Tempore will take place as follows:

- 1) The then current Mayor will conduct the election for the office of Mayor.
- 2) Following the election, the City Clerk will turn over the gavel to the newly-elected Mayor, who will then conduct the election for the office of Mayor Pro Tempore.

City Clerk: The City Clerk takes and prepares minutes of each meeting and is responsible for ensuring that meeting notices are properly posted or delivered.

Agenda: Agendas must be posted no later than 72 hours in advance of all regular or adjourned meetings and no later than 24 hours in advance of special meetings. Items may be added to the agenda for an upcoming meeting at the request of

the Mayor or by a majority vote of the City Council. All agendas are available for public review, although City Council agenda packets will sometimes contain memoranda from the City Attorney's office stamped "Confidential" that are attorney-client privileged documents that are not made available to the public. The Agenda is posted at the designated posting places in the City and on the City's internet website.

Conduct of Hearings: The general manner of conducting hearings is within the control and discretion of the Mayor. After sufficient discussion and presentation of a matter, the Mayor or any member entitled to vote upon the matter may introduce a motion to decide the matter.

Reopening of Hearings: In general, no "public hearing" that has been closed may be reopened without additional notice in the same manner as the original hearing. A "public hearing" may be reopened at the same meeting it was closed if the Council finds that everyone present during the original proceeding is still present at the time of the reopening and the hearing is reopened before the Council takes up another matter.

Voting: A quorum consists of a majority of the members of the City Council. Unless a particular rule requires a minimum of three votes or a supermajority, a majority of those voting is sufficient to pass a matter (e.g., a 2-1 vote, with two absences or abstentions is sufficient to approve the minutes). Common minimum majority requirements are these: three votes are required to pass a resolution, an ordinance or to approve an expenditure of money; a two-thirds majority (or unanimous, if less than two thirds of the City Council is present) is required to find that a matter can be appropriately added to an agenda because there is a need to take immediate action and the need to consider the matter came to the City's attention after the posting of the agenda; and a four-fifths majority is required to adopt an urgency ordinance.

When the City Council is acting in an adjudicative capacity,¹ and if a Council Member is to vote on a matter that is the subject of a public hearing, the Council

¹ The Council acts in a "quasi-judicial" or "adjudicative" capacity when it applies previously established rules to a particular set of facts, as in approving a Conditional Use Permit (CUP). The Council acts in a "legislative" capacity when it adopts rules and regulations (typically, ordinances) for future application. The distinction is not always obvious and the City Attorney can guide you as necessary.

Member must be present during the public hearing. However, if the public hearing has been closed and continued for a decision to another date, or the hearing has been continued to another date, an absent member can vote if the member has listened to the full tape of the prior hearing or hearings and read all documents considered at the prior hearing or hearings on the matter. If the absent member has listened to the tape and read the documents, the member should state this fact for the record before participating in the hearing.

Under the Political Reform Act, a member with a financial conflict of interest regarding a matter before the Legislative Body must leave the room while the matter is being discussed, heard, or acted on, so that that member cannot be counted towards the quorum for that matter (GC 87105).

Vacancies: In the event that a seat on the City Council becomes vacant the City Council shall determine whether to fill the vacancy by appointment or special election, and proceed pursuant to Government Code Sections 1752 and 36512, as amended from time to time.

Limitations on Collecting Evidence Outside of the Public Hearing: The concept of a fair hearing includes the requirement that all evidence that serves as the basis of an adjudicative decision must be in the record so that it is subject to rebuttal. This can be a problem if Council Members collect evidence outside of the public hearing. For the purpose of limiting the decision making process to evidence presented in the record, Council Members should avoid speaking to applicants or other members of the public about a matter that is the subject of an adjudicative decision. In the event that a Council Member does have a conversation with a member of the public on such a matter, the Council Member should identify on the record with whom he or she spoke, and the subject of the conversation. In this way the evidence obtained by the individual Council Member will become part of the record, and will be subject to rebuttal during the hearing.

CHAPTER 2

MAKING MEETINGS MANAGEABLE: Meeting Management Tips for Mayors and Council Members

This Chapter of the Orientation Manual is an outline of ideas to assist Mayors and Council Members to identify meeting management issues. It is not intended as exhaustive legal advice. Rather, it is a compilation of guidelines that have proven to be effective in some communities.

I. GOALS OF MEETING MANAGEMENT

- A. Complying with legal requirements for public participation in a way that balances public participation with the need to get the City's business done;
- B. Making meetings shorter, while allowing thorough and meaningful discussion;
- C. Relieving Council Members and City staff of "meeting anxiety";
- D. Dealing effectively with speakers;
- E. Preventing rules of parliamentary procedure from becoming obstacles to, rather than tools for, meeting management;
- F. Presenting a "public face" for the City of competence, civility and efficiency; and
- G. Accomplishing these goals without violating the Brown Act, due process rights of constituents, or the privacy rights of City employees.

II. TYPES OF MEETINGS

I. Formal

- Roles of participants are strictly observed;
- Audience speaks only when called on;

- Time limits established for speakers;
- Council Members speak when called on;
- Everyone sticks to the issue at hand;
- Debates are not allowed; one-way communication only; and
- Rules of decorum and procedure are strictly followed.

II. Informal

- Fewer barriers between audience and Council;
- Town-meeting atmosphere; and
- Participation is encouraged and less structured.

Every Council must decide on the degree of formality that works best to accomplish its goals. Some factors to consider include:

- A. How many people come to the meetings?
- B. How controversial are the issues?
- C. How well does the Mayor keep the meeting on track?
- D. Is audience disruption a regular problem?
- E. How long is a typical agenda?
- F. How big is the Council chamber?
- G. Where does the Council sit vis à vis the audience?
- H. Are the meetings broadcast or videotaped?

Each Council must decide what degree of formality works best depending on the combination of these factors. Generally, more control can be obtained if the

meeting is more formal. Meetings need not be uniformly of one type or another; each meeting may be more or less formal than the last, depending on how the above factors are operating; but if so, the inconsistency should be explained. (Example: "We've got a lot more folks here than usual tonight, so in order to stay organized, we're going to use speaker slips and limit everyone to three minutes.")

Formality has the advantage of keeping tighter control over the meeting, appearing more businesslike, and moving through the agenda more quickly. However, it is less personal, more intimidating to the public and allows less spontaneity. Less formal meetings offer a more approachable government, but are more difficult to manage, especially with larger audiences. Even with a small audience, an extremely informal approach, where the audience is given unfettered discretion to participate, often leads to long-winded discussions and lengthy meetings. Obviously, though, an overly formal meeting style would look silly if only a handful of people regularly attend meetings. Thus, you should adjust to your own particular situation and use those elements of formality necessary to accomplish your objectives.

III. WHY MEETINGS GO ON ... AND ON ... AND ON

- A. Audience: hostile audience, disruptive "regulars," exceeding time limits, wandering from the subject, speaking on every issue, speaking when it's obvious the Council is doing what the speaker wants, rude behavior and personal attacks.
- B. Staff: unprepared staff, incomplete staff reports, non-responsive answers to questions, overly talkative staff.
- C. Agenda: poorly organized agenda, overly packed agenda, timing of closed sessions, placing matters on the agenda before they are ready for decision or after the time when productive discussion can be had.
- D. Mayor: a Mayor who fails to move the meeting along, an autocratic Mayor who invites resistance and argument from the Council or audience, an unprepared Mayor, a disorganized Mayor, a Mayor who fails to perceive the feelings and desires of the audience and

Council and allows one person to drag on a discussion when the bulk of the group is ready to move on.

- E. Council Member: Council Members who talk too much, who don't distinguish between important and unimportant issues, who aren't prepared and delay the meeting while they read the staff report, who are disorganized and waste time trying to remember what it is they wanted to know or say about an item.

IV. DEALING WITH PERSISTENT OR INAPPROPRIATE PUBLIC COMMENTARY

Listed below are some common methods of dealing with persistent or inappropriate public commentary at public meetings:

- A. Rise above it by ignoring it, smiling, and thanking each speaker for his/her comments; effective use of appropriate humor can also be helpful;
- B. Periodically remind the audience to be civil and observe commonly understood rules of decent behavior;
- C. Meet with the offenders privately to see if their concerns can be resolved;
- D. Compliment them when they behave well, praise their commitment to the community in attending meetings, and give them the attention they may be seeking in positive ways that encourage positive behavior.

It is always best to treat the audience with respect and in a manner that responsible adults prefer to be treated. In general it is better to serve as an example than to be perceived as a bully or an object of ridicule.

Be aware of your body language, both positively and negatively. Reaching for the microphone is a non-disruptive way to ask for the floor. Crossing your arms, rolling your eyes, turning your chair, etc., indicates to the speaker that you are not listening. Facing the speaker, sitting still, making eye contact, indicates that you are listening.

V. TECHNIQUES FOR MANAGING MEETINGS

- A. Tell people what is going on as you work through the agenda so that the audience is fully informed. People are more likely to participate if they don't feel lost and intimidated. Try to make the public feel comfortable participating in the meeting.
- B. Organize your agenda in a way that makes the most sense, prevents pent-up frustration due to long waits and is responsive to the audience.
 - Schedule public hearings early, especially if you know people are present to testify, so people can speak on the item and then leave. You may want to schedule early agenda items of interest to children, invited guests and others who may not wish to stay for the whole meeting.
 - Be prepared and organized so the business moves along smoothly, in an orderly and businesslike fashion. Read the agenda well in advance and direct routine questions to staff before the meeting. Write down your comments and questions in anticipation of the meeting. Remember, there are two different reasons to ask a question: to get the answer and to make a public point. You can get your answers before or after the meeting. Making a public point may require a public question. Even if the question must be asked at the meeting, staff will be grateful, and answers will be more useful, if you let staff know to prepare for the question.
 - Start on time and finish at a reasonable hour; otherwise you communicate to the public that you do not mind wasting their time and do not invite their participation.
- C. Be polite and encourage politeness; but do it firmly. The audience can be told to quiet down and a speaker can be told to conclude politely, rather than by bullying. Be firm about heckling, booing and harassment of other speakers.

- D. You can accord speakers a meaningful opportunity to be heard without giving them unlimited time:
- Use speaker slips; announce who will speak next so they can be ready and it isn't necessary to wait for them to get up to the podium;
 - Enforce reasonable time limits;
 - Insist that the speaker address the Council as a whole and not the audience, the television audience or an individual Council Member;
 - Allow Council Members to ask questions of speakers but avoid debates, cross-examination and abusive exchanges between the Council and speakers or among audience members;
 - Avoid debates between Council Members and staff;
 - Consider using an informal "Council Member response" period after audience comments so Council Members can respond or give staff direction immediately, yet not when a speaker is at the podium; likewise, a "staff response" time can avoid encouraging debates;
- E. You can eject disruptive people from meetings, but before doing so, you should establish a "record" by giving them clear and ample warnings and alternatives, providing the person an opportunity to leave or reform his/her behavior voluntarily, and calling upon the sergeant at arms as a last resort. Alternatives include clearing the room under Government Code Section 54957.9 or simply taking a short recess to cool things down. Consider efforts outside the public meeting to address the concerns of persistent or regular citizen complainers. This could be a conversation with the complainers or with the Council Members or staff members who react to the complainers in a counterproductive way. Whatever your style, don't make threats you won't carry out. Ejecting someone from a Council meeting and clearing the room are serious legal matters and can

lead to lawsuits, so we recommend consulting with the City Attorney before doing so.

- F. When you have a full house and many members of the audience want to speak, you can encourage people to avoid repetition (and even interrupt to remind them not to repeat what prior speakers have said), ask for a showing of hands as an alternative to individual comments, ask for a “spokesperson” from a group and give him or her more time than the others, firmly curb straying from the subject, discourage applause and other demonstrative activity, enforce time limits, prohibit dialogues and encourage written testimony. Written testimony is especially useful in complex matters. “Reflective listening” – in which the Mayor or a Council Member summarizes what has been said and encourages input that is not repetitious – tells people that you are listening, that they have been heard, and they needn’t belabor the point.
- G. Use study sessions to tackle difficult and time-consuming issues in a more informal setting, so that they do not interfere with regular Council meetings. Schedule closed sessions so that they do not interfere with the public portion of the agenda.
- H. Avoid using meetings as a forum for micro-managing the City. Meetings should primarily be for setting policy, making decisions outside the jurisdiction of staff, and listening to the public. Day-to-day management should be left to those hired to manage.
- I. In your enthusiasm to shorten meetings, be careful not to pre-decide issues outside the meeting, to prematurely cut-off audience input (especially in a public hearing setting), or otherwise give the impression that you are steam rolling through the agenda in a predetermined direction without regard to public input.
- J. Cooperate to create a positive image for the City. Like it or not, the Council is likely to be perceived by the community as a whole, not as five individuals. Therefore, you all have an interest in creating a positive public perception.

- K. Don't send people home angry if you can avoid it, even if only by thanking them for coming and speaking.
- L. Encourage staff to summarize, rather than read, their staff reports; reading the entire report wastes time and suggests to the public (and Council Members) that the Council is not (or need not be) prepared. Provide enough information to allow the public to understand the item.
- M. Manage conflict. Conflict among Council Members can lead to repeated debates that waste time. It may be best to agree to disagree respectfully and to encourage the Mayor to manage or prevent debates. Obviously, the Mayor should not get so involved in debate that he or she forgets that it is his or her primary responsibility to manage the meeting. If the Mayor gets into a prolonged debate, it is difficult for anyone else present to get the meeting back on track (although the Mayor Pro Tem or Vice-Chairperson might take on this role).
- N. Don't attack or embarrass staff. The City will look better, and the Council, too, if you avoid "ambushing" or embarrassing staff. You look like a bully if you attack the people who work for you: they can't fight back. You also increase disrespect for the City as an institution and ultimately for you. You can respectfully disagree with staff recommendations; but address the issues, not the personalities. If you have serious questions about the performance of a staff member, take it up with the City Manager or schedule a closed session to evaluate the Manager's performance. This will also avoid suits claiming that a Council Member has invaded the privacy of a staff member.

VI. WRITTEN PROCEDURES

- A. Consider written rules of decorum.
- B. Disseminate written rules governing meeting procedures and public participation by placing them at the back of the room with the agendas and speaker slips.

CHAPTER 3

AB 1234 – ETHICS TRAINING FOR LOCAL OFFICIALS

The Legislature passed AB 1234 in 2005 to require local agency officials to receive periodic training in local government ethics laws and principles. The training must be two hours in length and must cover general ethics principles and ethics laws relevant to local government public service.

AB 1234 applies to all cities, counties and districts. Officials who must receive ethics training under AB 1234 include (1) elected officials; (2) appointed boards, commissions and committee members, if those boards obtain a stipend or reimbursement for expenses; and (3) staff members designated to receive ethics training.

We have prepared the following tables to help you understand when these covered officials and staff members need to receive their initial and subsequent ethics trainings. AB 1234 is not precisely clear about how the training deadlines are to be calculated. There has been some disagreement about when officials and staff must take their second and subsequent trainings. We believe the deadlines in this chart are consistent with the law's text and the Legislature's intent, and if followed, will ensure your agency's officials are in compliance with AB 1234. Should a court or the California Attorney General subsequently interpret the statute differently, we will immediately inform you.

Table 1: Deadlines for Officials and Employees Who Started Before January 1, 2006

Date Official Commenced Service ²	Applicable Law	First Training Deadline	Second Training Deadline	Subsequent Trainings
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² This date is the date the official or employee commenced his or her service with the local agency. For example, if a public official was already in office in the agency on January 1, 2006 and was subsequently reelected in March 2007, the official's commencement date for purposes of AB 1234 is still prior to January 1, 2006.

Before January 1, 2006	Government Code section 53235.1(a): "Each local agency official in local agency service as of January 1, 2006, except for officials whose term of office ends before January 9, 2007, shall receive the training required by subdivision (a) of Section 53235 before January 1, 2007. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years."	January 1, 2007	January 1, 2009	At least once every two years starting on January 1, 2009.
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Table 2: Deadlines for Officials and Employees Who Started On or After January 1, 2006

Date Official Commenced Service	Applicable Law	First Training Deadline	Second Training Deadline	Subsequent Trainings
On or after January 1, 2006 (generally)	Government Code Section 53235.1(b): "Each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years."	One year from first day of service.	Three years from first day of service.	At least once every two years starting on the third year from the first date of service.
Example 1: March 12, 2007	Government Code section 53235.1(b)	March 12, 2008	March 12, 2010	March 12, 2012, March 12, 2014, etc.
Example 2: November 18, 2015	Government Code section 53235.1(b)	Nov. 18, 2016	Nov. 18, 2018	Nov. 18, 2020, Nov. 18, 2022, etc.

Free AB 1234 training is available on the web through the California Fair Political Practices Commission (<http://localethics.fppc.ca.gov/login.aspx>). Various municipal conferences also offer AB 1234 training.

CHAPTER 4

IMPORTANCE OF FINDINGS IN QUASI-JUDICIAL ACTIONS

From time to time the Council will be called upon to exercise its quasi-judicial function. In other words, the Council will sit as a “judge” in determining whether a particular land use entitlement, such as a variance, subdivision map or a conditional use permit, is appropriate for a particular piece of property. The following discussion, partially excerpted from a publication by the State Office of Planning and Research, discusses the importance of findings.

I. TOPANGA: THE CORNERSTONE FOR FINDINGS

Any discussion of findings and decisions affecting land use must begin with the seminal case in the area, *Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506. In *Topanga*, the California Supreme Court defined findings, explained their purposes, and discussed the circumstances in which they are required.

A. Definition

The *Topanga* court defined findings as legally relevant subconclusions that expose the agency’s mode of analysis of facts, regulations, and policies, and bridge the analytical gap between raw data and ultimate decision (*Topanga, supra*, at pp. 515, 516). In other words, findings are the legal footprints local administrators and officials leave to explain how they applied the facts to established standards and arrived at a decision.

B. Purpose

The *Topanga* court outlined four purposes for making findings, two of which are relevant mainly to the decision making process, and two of which are relevant to judicial review functions. Findings should:

1. Provide a framework for making principled decisions, enhancing the integrity of the administrative process;

2. Help make analysis orderly and reduce the likelihood that the agency will randomly leap from evidence to conclusions;
3. Enable the parties to determine whether and on what basis they should seek judicial review and remedy; and
4. Inform a reviewing court of the basis for the agency's action.

C. Circumstances Requiring Findings

While the four purposes seem clear enough, state law has not clearly distinguished between the situations that require findings and those that do not. Absent a specific legislative requirement for findings, the courts determine when they are necessary. In general, case law has required findings for land use decisions that are quasi-judicial. In this type of decision, a reviewing body holds a hearing, takes evidence, and bases its decision on the evidence. The action involves applying a fixed rule, standard, or law to specific facts and a specific parcel of land. Examples include variances, use permits, and tentative subdivision and parcel maps.

By way of comparison, findings are not necessary for legislative decisions unless specifically required by statute (*Mountain Defense League v. Board of Supervisors* (1977) 65 Cal.App.3d 723, 732, fn. 5). In contrast with a quasi-judicial act, which involves the application of an existing rule to a specific factual situation, a legislative act generally involves the formulation of a rule to be applied to all future cases. Examples are the adoption or amendment of a general plan or zoning ordinance. Even though a zone change or general plan amendment may be specific to a particular parcel, it is still a legislative act because its underlying effect is legislative in nature, regardless of the size or geographic scope of the property affected (*Arnel Development Company v. City of Costa Mesa* (1980) 28 Cal.3d 511). On the other hand, for example, if the adoption or amendment of a general plan or zoning ordinance limits the number of housing units that may be constructed on an annual basis, certain findings are required.

II. PREPARATION OF FINDINGS: A QUESTION OF TIMING

As discussed above, *Topanga* states that findings should enhance the integrity of the administrative process, help make analysis orderly, and reduce the likelihood

that the agency will randomly leap from evidence to conclusions. This requires the decision makers to identify the reasons supporting a decision prior to taking action.

However, in the daily reality of acting on a myriad of different land use applications and other matters, the decision making body may find it difficult to formulate detailed findings and to reduce them to writing at the point of the decision. Therefore, many cities have their staffs prepare proposed findings for the decision makers to consider and then use, revise or reject. The suggested findings can help the decision makers identify the appropriate information, policies, and regulations governing the proposed project and guide them in making the necessary findings. Of course, before adopting any staff-prepared findings, the decision makers must objectively review and, where necessary, revise the findings to make sure that they accurately reflect both the evidence in the record (which is likely to be supplemented in the hearing after the presentation of the staff report) and the decision makers' own conclusions.

Where the opportunity exists, some local land use decision-making bodies take tentative action and then direct staff to draft a written statement of the findings based on the evidence and the deliberative discussion that took place during the public hearing. The staff draft can then be reviewed for adoption as the agency's findings at a later meeting. This method of preparing findings often provides staff with an opportunity to carefully review the entire record, including the evidence presented during the public hearing, before preparing proposed findings for the decision-making body. However, this method also necessarily delays the final decision on projects until the decision-making body reconvenes to consider the findings.

III. SUMMARY: BRIDGING THE GAP

California courts have demonstrated their concern for rational and open land use decisions that protect the public interest. The *Topanga* court offered four purposes for findings, all emphasizing these concerns. The now familiar language of that court requiring cities to "bridge the analytical gap between raw data and ultimate decision" leaves no doubt that decision makers are to follow an orderly path of logic before arriving at decisions. While the political reality of making land use decisions involves compromises at times, the political reality must

accommodate rational and dispassionate deliberation in the decision making process.

The process of making land use decisions has its rough edges: economic impacts, election campaigns, tender egos, and neighborhood conflicts. Making findings as an integral part of the decision-making process will not guarantee that all of the rough edges will be smoothed out. However, if decision makers take findings seriously, then they can reduce public doubts about the motivation and wisdom of their decisions. Using findings builds an excellent defense for local officials' decisions and, ultimately, more justly serves the public purposes of regulating land use.

IV. SPECIFIC ACTIONS REQUIRING FINDINGS

A. Conditional Use Permit

A Conditional Use Permit (or CUP) is an application filed in order to establish a use (in a zone district) that is not automatically permitted. The Conditional Use Permit procedure was created in order to place controls upon certain uses to ensure that the uses will not adversely affect neighboring properties. Council Members should note that uses are either: (1) automatically permitted; (2) conditionally permitted; or (3) prohibited. A prohibited use cannot be allowed through a Conditional Use Permit.

B. Variance

A Variance is an application requesting an exception from a standard required by the zoning ordinance. For example, an applicant may file for a variance to exceed the height restriction on a house or to reduce the number of parking spaces required for a restaurant. A variance may not be issued to permit a use that is not otherwise permitted by the applicable zoning district. (Gov. Code, § 65906.)

In granting a variance, the following specific findings must be made: (1) special circumstances exist with regard to the subject property, including size, shape, topography, location or surroundings; (2) due to such special circumstances, the strict application of the zoning ordinance would deprive the property owner of

privileges enjoyed by other property owners in the vicinity and the same zone district; and (3) granting of the variance will not constitute a special privilege.

C. Tentative Tract Map or Parcel Map

A Tentative Tract Map or Tentative Parcel Map (subdivision map) is a map recording the division of land for the purpose of sale, lease, or financing, and is governed by the Subdivision Map Act. A subdivision of five or more parcels requires a tentative and final tract map. A subdivision of four or fewer parcels requires a tentative and final parcel map.

In granting a Tract Map or Parcel Map, the following specific findings must be made: (1) the proposed map is consistent with applicable general and specific plans; (2) the design or improvement of the proposed subdivision is consistent with applicable general and specific plans; (3) the site is physically suitable for the type of development; (4) the site is physically suitable for the proposed density of development; (5) the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; (6) the design of the subdivision or type of improvements is not likely to cause serious public health problems; and (7) the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

D. Zone Change

A Zone Change is a request – generally by a private individual, but occasionally by the City – to rezone a property from one zone designation to another designation. For example, a property owner may apply for an ordinance to rezone a property from a residential zone to a commercial zone. Traditionally, a zone change is considered to be a legislative action that requires no findings other than a finding that the new zoning designation is consistent with the general plan.

CHAPTER 5

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The California Environmental Quality Act (CEQA) was adopted to help maintain a quality environment for all Californians. The basic purposes of CEQA include to:

- Inform you – as governmental decision makers – about the potential, significant environmental effects of a proposed project.
- Inform the public about a proposed project's potential significant environmental effects.
- Identify ways that environmental damage can be avoided or significantly reduced.
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the City finds the changes to be feasible.
- Disclose to the public the reasons why the City approved the project in the manner the City chose if significant environmental effects are involved.

This Chapter provides a brief overview of the various steps a proposed project goes through in the CEQA process before it can be approved. This overview is intended to provide you with a generalized roadmap and does not cover all requirements imposed under CEQA.

Step One: Application received:

- (A) Staff considers whether the proposed activity is subject to CEQA or is exempt.

- (B) A proposed activity is exempt if it is not a “project” under CEQA, if a statutory or categorical exemption applies, or if it can be seen with certainty that the project will not have a significant effect on the environment.
- (C) If the project is exempt, then no further action under CEQA is required. Staff reports its recommendation to the City Council, and the City Council determines whether the project is exempt. The City may also file a Notice of Exemption with the County Clerk.

Step Two: If the project is subject to CEQA and is not exempt:

- (A) Staff conducts and prepares a written Initial Study to determine if the project may have a significant effect on the environment. The Initial Study includes an Environmental Checklist and staff’s analysis of environmental effects.

“‘Significant effect on the environment’ means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.” (Cal. Code Regs., tit. 14, § 15382.)

- (B) As soon as it is determined that an Initial Study is to be prepared, staff consults informally with other agencies having jurisdiction over the project as to whether an Environmental Impact Report (EIR), Negative Declaration or Mitigated Negative Declaration should be prepared.

Step Three: If from the Initial Study it appears the project may have one or more significant adverse effects on the environment:

- (A) Staff or the applicant may suggest project revisions that, when implemented, will result in the project having no significant adverse environmental effects. If this occurs, then the project should be formally revised to reflect these "mitigating measures" and Step Four followed.
- (B) If the project may still result in one or more significant adverse environmental effects after mitigating measures are added, then staff should go directly to Step Seven.

Step Four: If Staff determines from the Initial Study that the project will not have a significant adverse effect on the environment:

- (A) Staff prepares a proposed Negative Declaration including mitigating measures, if any, and attaches a copy of the Initial Study, documenting reasons to support its findings. If mitigating measures are included, the document is referred to as a Mitigated Negative Declaration. The same procedures described below that apply to a Negative Declaration must be followed, with the exception that a mitigation monitoring program must also be prepared.
- (B) Public notice (the "Notice of Preparation") that a proposed Negative Declaration has been prepared must be given before it is approved/disapproved by the Council. At least 20 days notice must be given and the proposed Negative Declaration must be available for public review during this period. The public review period must be extended to 30 days if State Clearinghouse review is required as described in (D) below.
- (C) The City must consult with and solicit comments from responsible agencies, trustee agencies and other agencies with jurisdiction over resources that will be affected by the project, and the City must send a copy of the Notice of Preparation, the proposed Negative Declaration and the Initial Study to these agencies, as well as to persons who previously submitted a written request for notices.

- (D) If the project is of statewide, regional, or area-wide significance, the proposed Negative Declaration must be sent to the State Clearinghouse for review.

Step Five: If a Negative Declaration is prepared:

The City Council reviews and considers the Initial Study, proposed Negative Declaration, any public comments received and staff's analysis of the comments. If the Council finds (1) that there is no substantial evidence in the record that the proposed activity will have a significant effect on the environment and (2) that the Negative Declaration reflects the City's independent judgment and analysis, then the Council approves the Negative Declaration concurrently with, or prior to, making any determination on the project. If the Council finds that the proposed activity may have a significant adverse environmental impact, then the Council rejects the Negative Declaration and asks for an EIR to be prepared.

If a Mitigated Negative Declaration is proposed, a mitigation monitoring program must be adopted at the same time that the Mitigated Negative Declaration is approved.

Step Six: If a Negative Declaration is approved:

If the City Council approves the Negative Declaration and the proposed project, then a Notice of Determination must be filed with the County Clerk. If the project also requires approval by a state agency, then the Notice of Determination must also be filed with the Office of Planning and Research.

Step Seven: If there is or may still be a significant effect:

- (A) If it appears from the Initial Study that the project may have a significant adverse environmental effect, even with mitigating measures, then a draft EIR must be prepared.
- (B) A draft EIR must also be prepared if members of the public present substantial evidence from which a fair argument can

be made that the project may have a significant adverse environmental effect.

Step Eight: If an EIR will be prepared:

- (A) After determining that an EIR will be required for a project, the City must send a Notice of Preparation to each agency with jurisdiction over the project, including the State Clearinghouse, as well as to persons who previously submitted a written request for notices.
- (B) Before completing a draft EIR, staff must consult with other agencies having jurisdiction over the project concerning the scope and content of the EIR.

Step Nine: After completion of an EIR:

- (A) Upon completing a draft EIR, a Notice of Completion must be filed with the California State Office of Planning and Research and notice and an opportunity to review and comment on the EIR must be given to the public. The minimum period for public review and comment is 30 days.
- (B) The draft EIR must be sent to other agencies having jurisdiction over the project.
- (C) If the project is one of statewide, regional or area-wide significance, then the draft EIR must also be sent to the State Clearinghouse for review. Also, the minimum period for public review is increased to 45 days.

Step Ten: Public hearing:

A public hearing on the draft EIR may be conducted. CEQA does not require, but encourages, public hearings. If a hearing is held, it must be properly noticed.

Step Eleven: Final EIR:

- (A) Staff assembles the final EIR (draft EIR + public and other comments + a list of those who commented + responses to significant environmental points raised in the comments).
- (B) At least 10 days before certifying a final EIR as complete, a written proposed response must be provided to each public agency that commented on the EIR.

Step Twelve: Certification of EIR:

- (A) The City Council certifies the EIR as being completed in compliance with CEQA, as having been reviewed and considered by the City Council prior to the decision on the project, and as representing the independent judgment and analysis of the City.
- (B) The City Council reviews and considers the final EIR and makes the findings required by CEQA and the State Guidelines prior to or concurrently with approving the project, including adoption of a mitigation monitoring program. No project for which an EIR is required can be approved unless these findings have been made for each significant impact identified in the EIR.³

³ The possible findings are:

- (1) Changes or alterations have been required in ... the project which avoid or substantially lessen the significant environmental effect [s]... [or]
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and ... [s]uch changes have been adopted by such other agency or can and should be adopted by such other agency [or]
- (3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(14 Cal. Code Regs., tit. 14, § 15091(a).)

If the Council makes either finding (2) or finding (3) for any impact identified in the EIR, CEQA requires the Council to balance the benefits of a proposed project against its unavoidable environmental risks in determining whether to approve the project. The Council cannot approve the project unless it finds that the benefits of the proposed project outweigh the unavoidable

- (C) The City Council makes a decision on the project. This can be at the same meeting as the decision on the EIR.

Step Thirteen: If the City Council approves a project for which an EIR was prepared:

- (A) If the City Council approves the project, then a Notice of Determination must be filed with the County Clerk indicating the City Council's decision, and including a statement that an EIR was prepared and certified as required. If the project requires discretionary approval from a state agency, then the Notice of Determination must also be filed with the Office of Planning and Research.
- (B) A filing fee must be paid to provide funding for the state Department of Fish and Game at the same time a Notice of Determination is filed.

adverse environmental effects. This finding is commonly referred to as a "Statement of Overriding Considerations."

CHAPTER 6

CONFIDENTIALITY OF CLOSED SESSIONS AND ATTORNEY CLIENT PRIVILEGED COMMUNICATIONS

I. PURPOSES OF CONFIDENTIALITY

The court in *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 380-381 (a case handled by Richards, Watson & Gershon) stated the reasons for allowing public agencies to keep attorney/client privileged information confidential:

Open government is a constructive value in our democratic society. [citations.] The attorney-client privilege, however, also has a strong basis in public policy and the administration of justice. The attorney-client privilege has a venerable pedigree that can be traced back 400 years. "[T]he privilege seeks to insure 'the right of every person to freely and fully confer and confide in one having knowledge of the law, and skilled in its practice, in order that the former may have adequate advice....'" [citations.] It is no mere peripheral evidentiary rule, but is held vital to the effective administration of justice. [citations.] The privilege promotes forthright legal advice and thus screens out meritless litigation that could occupy the courts at the public's expense. [citations.] The privilege serves to "encourage full and frank communication between attorneys and their clients and thereby promote broader public interests in the observance of law and administration of justice."

A city council needs freedom to confer with its lawyers confidentially in order to obtain adequate advice, just as does a private citizen who seeks legal counsel, even though the scope of confidential meetings is limited by this state's public meeting requirements. [citations.] The public interest is served by the privilege because it permits local government agencies to seek advice that may prevent the agency from becoming embroiled in litigation, and it may permit the agency to avoid unnecessary controversy with various members of the public.

II. PROHIBITION AGAINST DISCLOSURE OF CONFIDENTIAL COMMUNICATIONS AND INFORMATION

The Brown Act prohibits a person from disclosing confidential information obtained during a closed session, unless the legislative body authorizes the disclosure. Violations of this section may result in an injunction, disciplinary action, or referral to the grand jury. (Cal. Gov. Code, § 54963). In addition, legislative officials who violate the confidentiality of closed sessions may be barred from future closed sessions. (76 Ops.Cal.Atty.Gen. 289, 291 (1993).)

III. SUMMARY

- It is inappropriate for any one Council Member to disclose attorney/client privileged documents, information obtained from attorney/client privileged documents, or information derived from closed session discussions. The City is the holder of the attorney/client privilege and the holder of the right to keep confidential information discussed in closed sessions. Disclosure of closed session discussions should only occur when required by law or upon a majority vote of the City Council upon advice of the legal counsel or negotiator handling the matter.
- It is inappropriate for the City Council or any one City Council Member to publicly discuss matters that have an effect on negotiation or litigation strategy unless such disclosure is part of the negotiator's or attorney's recommended negotiation or litigation strategy. This is because such discussions may impair the cooperation of various parties, and may affect the ability or willingness of parties to reach agreement or settle litigation.
- Public discussion of non-confidential aspects of a subject for which negotiations or litigation is pending cannot be barred. Thus, if a Council Member desires to criticize the rest of the City Council or administration regarding the handling of a subject, such criticism cannot be barred unless the content of the City Council Member's remarks involves disclosure of confidential information.
- It is advisable for each City Council Member to adhere to the "majority rules" principle during the pendency of a lawsuit or series of negotiations at least until the matter is resolved. Thus, even if two Council Members disagree with the position the majority has taken, it is beneficial to the City's position to stand united on the issue. This

will discourage others from seeking information about closed session discussions in an attempt to “divide and conquer” the City Council on the particular issue at hand as well as about other issues that occur in the future.

- In order to promote the integrity of the City and the City Attorney’s Office, ethical principles may affect certain interactions between the City Attorney and public officials. In particular, the City Attorney must provide advice consistent with the City’s overall legal interests rather than advancing any particular individual’s views, and city attorneys or persons seeking to become city attorneys may not contribute to the campaigns of city officials or persons running for city offices.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney
Luis Villa, Public Works Director
Isarel Perez-Hernandez, Finance Director

DATE: November 16, 2021

SUBJECT: Approval of an Introduction and Waive the First Full Reading by title only of An Ordinance of The City of Wasco Adding Article XV (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of The Wasco Municipal Code and making a determination of Exemption Under CEQA.

RECOMMENDATION:

Staff recommends that the City Council approve the Introduction and Waive the First Full Reading by title only of An Ordinance of The City of Wasco Adding Article XV (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health And Safety) of The Wasco Municipal Code And Making A Determination of Exemption Under CEQA.

BACKGROUND:

Senate Bill 1383 (SB 1383) was signed into law in September 2016. Cal Recycle, the state department tasked with administering California's waste and recycling programs, adopted SB 1383 Regulations effective January 1, 2022.

Cal Recycle has determined that approximately 20% of the State's methane emissions come from landfills and that organics, such as food scraps, yard trimmings, paper, and cardboard, make up a significant portion of what is disposed of in landfills. In an effort to address climate change, and specifically short-lived climate pollutants, SB 1383 sets targets for reducing organic waste disposal in landfills and recovering edible food. SB 1383 establishes a statewide target to reduce organic waste disposal by 50% by 2020 and 75% by 2025 and a statewide target to redirect at least 20% of edible food currently disposed to people in need.

The SB 1383 Regulations require the City (and other local jurisdictions) to adopt a mandatory organic waste recycling ordinance by January 1, 2022, to mandate that organic waste generators and other entities subject to the City's authority, including

haulers, commercial edible food generators and food recovery organizations, comply with the SB 1383 Regulations. The City is required to provide all organic waste generators with organic waste collection services that meet certain requirements, including labeling and container/lid color requirements. Haulers are required to transport organic waste to facilities where it can be recovered rather than disposed. Generators are required to subscribe to and participate in the City's organic waste collection service. Commercial businesses have additional obligations, including supplying employees, contractors, tenants, and customers with organic waste collection services consistent with the City's collection program. Commercial edible food generators are required to arrange for the recovery of the maximum amount of edible food that would otherwise be disposed of in a landfill. The SB 1383 Regulations also impose enforcement, procurement, education, record keeping, and reporting requirements on the City and the obligation to meet annual targets for the procurement of recovered organic waste products.

The SB 1383 Regulations provide CalRecycle the authority to bring enforcement actions against jurisdictions that are not in compliance with the SB 1383 Regulations. SB 619 was recently passed in response to the difficulty many jurisdictions are facing meeting the deadlines for complying with the SB 1383 Regulations due to the COVID-19 pandemic. SB 619 does not automatically waive any SB 1383 deadlines or requirements, but it allows jurisdictions to submit to CalRecycle by March 1, 2022, a plan to remedy any SB 1383 violations in a timely manner and thereby avoid penalties.

DISCUSSION:

The proposed ordinance is a critical element of the City's efforts to comply with the SB 1383 Regulations. The proposed ordinance addresses key elements of SB 1383 compliance, including the following:

- Collection Services: All residents and commercial businesses, including multi-family residential dwellings, must subscribe to and participate in the City's three-container collection services for solid waste, recyclable materials, and green waste. A commercial business may apply for a de minimis waiver if the business generates below a certain amount of organic waste. A commercial business may also apply for a physical space waiver if the business does not have adequate space for all the collection containers.
- Commercial Edible Food Generators: These generators are required to arrange to recover the maximum amount of edible food that would otherwise be disposed of and maintain and provide records to the City regarding their edible food recovery efforts.
- Food Recovery Organizations: These entities are required to maintain certain records related to their food recovery efforts, report amounts of edible food recovered to the City, and provide information to City to support food recovery capacity planning.
- Haulers: Haulers are required to transport solid waste, including recyclable materials and green waste, to the appropriate facility that will accept and process such waste and keep records of what they haul, which the City may inspect.
- Procurement Requirements: Direct services providers to the City and vendors providing paper products and printing and writing papers to the City must comply

with the City's procurement policy or policies regarding organic waste product procurement. The City is required to procure recycled and recovered organic products in accordance with CalRecycle's procurement target for the City.

- Inspections and Investigations: The City or the City's designee is authorized to conduct investigations to confirm compliance with the ordinance. Regulated entities are required to provide access and cooperate with City staff or the City's designee during the process.
- Enforcement: Violation of provisions of the ordinance, other than container contamination, will constitute grounds for imposition of penalties by the City commencing January 1, 2024. Prior to January 1, 2024, the City will take an educational approach to enforcement. Container contamination will be addressed through a notification process and any contamination fees.
- Model Water Efficient Landscape Ordinance (MWELO) Compliance: Entities subject to MWELO are required under the ordinance to comply with certain provisions of MWELO, as in effect on September 15, 2015, including those related to compost and mulch.
- California Green Building Standards (CalGreen): Entities subject to CalGreen are required under the ordinance to comply with certain provisions of CalGreen, as in effect on January 1, 2020, related to accommodating collection containers and treatment of organics comingled with construction and demolition debris.

FISCAL IMPACT:

None at this time. Full implementation of the provisions of this ordinance will create significant impacts to the City's Sanitation Enterprise.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.2021- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO ADDING ARTICLE XV (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 8.12 (SOLID WASTE) OF TITLE 8 (HEALTH AND SAFETY) OF THE WASCO MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Wasco, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California;

WHEREAS, Assembly Bill (“AB”) 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, AB 341 of 2011 places requirements on businesses and multi-family property owners with five or more dwelling units that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program;

WHEREAS, AB 1826 of 2014 requires businesses and multi-family property owners with five or more dwelling units that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program;

WHEREAS, AB 827 of 2019, with respect to certain businesses that offer products for immediate consumption, imposes requirements for on-site recycling and organic waste containers, including that these containers be placed adjacent to trash containers, be visible, easily accessible, and clearly marked. AB 827 further provides that certain businesses that arrange for gardening or landscaping services shall require the contract or work agreement between the business and the gardening or landscaping service require that the organic waste generated by those services be managed in compliance with Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code;

WHEREAS, Senate Bill (“SB”) 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery to develop regulations to reduce organics in landfills as a source of methane. As adopted, these regulations (“SB 1383 Regulations”) place requirements on multiple entities including the City, single-family and multi-family residential premises, commercial businesses and business owners, commercial edible food generators, haulers, self-

haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets;

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, this Ordinance implements the requirements of the SB 1383 Regulations;

THE CITY COUNCIL OF THE CITY OF WASCO, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of the Wasco Municipal Code is hereby amended to add Article XV (Mandatory Organic Waste Disposal Reduction) to read as follows:

“Article XV - Mandatory Organic Waste Disposal Reduction

Sec. 8.12.1500 Definitions and SB 1383 Regulatory Requirements

(a) Definitions. For the purposes of this Article, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. In the event of a conflict between a definition in another part of the Code and a definition in this Article, the definition in this Article shall control for purposes of this Article. In the event of a conflict between a definition in the Code, including this Article, and a definition in 14 CCR Section 18982, the definitions in Section 18982 shall control for the purposes of this Article. Additionally, for the purposes of this Article, the definitions in 14 CCR Section 18982 shall control for terms used in this Article and not defined in this Code. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used only for the purpose of storage and collection of Source Separated Recyclable Materials.

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the City (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of the CCR).

“City Enforcement Official” means the Director of Public Works or the City’s authorized Designee(s) who is/are partially or wholly responsible for enforcing this Article.

“City Manager” means the City Manager of the City or his or her designee.

“Collection Service(s)” means the collection of Organic Waste and/or Source Separated Recyclable Materials by the City, a franchised hauler or franchised recycler, as applicable.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by the City to determine compliance with this Article.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

“Compostable Plastic(s)” means plastic materials that meet the ASTM D6400 standard for compostability; or, as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

“County” means the County of Kern.

“C&D” means construction and demolition debris.

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Article as authorized in 14 CCR Section 18981.2; or, as otherwise defined in 14 CCR Section 18982(a)(15). A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Direct Service Provider” means a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement, or as otherwise defined in 14 CCR Section 18982(a)(17).

“Director of Public Works” means the Director of Public Works of the City or his or her designee.

“Edible Food” means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Article or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Article or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this Article including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City Enforcement Official’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed; or, as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization,” unless otherwise defined in 14 CCR Section 18982(a)(25), means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public

for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the California Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the California Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the California Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, fats, grease, and eggshells. Food Scraps exclude cooking oils.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps and Food-Soiled Paper.

“Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used only for the purpose of storage and collection of Gray Container Waste. Pursuant to 14 CCR Section 18982, “Gray Container” includes a container where either (i) the lid of the container is gray or black in color, or (ii) the body of the container is gray or black and the lid is gray or black.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of the City’s three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b); or, as otherwise defined in 14 CCR Section 17402(a)(6.5). Notwithstanding the preceding sentence, Gray Container Waste includes carpets unless otherwise specified by the City.

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used only for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30). “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection Service area; or, as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or as otherwise defined in 14 CCR Section 18982(a)(38).

“Large Venue,” unless otherwise defined in 14 CCR Section 18982(a)(39), means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation

of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of the City’s regulations related to Solid Waste set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(40).

“Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Section 18984.1 to be taken to a High Diversion Organic Waste Processing Facility; or, as otherwise defined in 14 CCR Section 17402(a)(11.5).

“Multi-Family Residential Dwelling(s)” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities.

“MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority with respect to the City’s regulations related to Solid Waste set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(42):

- (1) Special district(s) located within the jurisdictional boundaries of the City;
- (2) Federal facilities, including military installations, located within the jurisdictional boundaries of the City;
- (3) Prison(s) located within the jurisdictional boundaries of the City;
- (4) Facilities operated by the State park system located within the jurisdictional boundaries of the City;
- (5) Public universities (including community colleges) located within the jurisdictional boundaries of the City;
- (6) County fairgrounds located within the jurisdictional boundaries of the City; and
- (7) State agencies located within the jurisdictional boundaries of the City.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes, including but not limited to, bottles, cans, metals, plastics and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or, as otherwise defined in 14 CCR Section 18982(a)(51). “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or, as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants,” unless otherwise defined in 14 CCR Section 18982(a)(55), means the following: (i) discarded materials placed in the Blue Container that are not identified by the City as acceptable Source Separated Recyclable Materials for the Blue Container; (ii) discarded materials placed in the Green Container that are not identified by the City as acceptable Source Separated Green Container Organic Waste for the Green Container, including carpet, hazardous wood waste and Non-Compostable Paper; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials to be placed in the Blue Container or Source Separated Green Container Organic Waste to be placed in Green Container; and, (iv) Excluded Waste placed in any container.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b); or, as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants.

“SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler,” unless otherwise defined in 14 CCR Section 18982(a)(66), means a person, who, in compliance with all applicable requirements of the Code, hauls Solid Waste, Organic Waste or recovered material he or she has generated to another person. and includes a person who back-hauls waste. Unless otherwise defined in 14 CCR Section 18982(a)(66), “Back-haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment.

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) dwelling units.

“Solid Waste,” unless otherwise defined in California Public Resources Code Section 40191, means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in California Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the California Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the California Health and Safety Code).
- (3) Medical waste regulated pursuant to the California Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the California Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in California Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the California Public Resources Code. “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or

processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace; or, as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Article, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the separate collection of that Organic Waste and Non-Organic Recyclables. Source Separated Blue Container Organic Waste excludes Source Separated Green Organic Waste, but includes Paper Products, Printing and Writing Paper, wood and dry lumber and textiles unless otherwise specified by the City.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste, including Food Waste, that can be placed in a Green Container that is limited to the separate collection of Organic Waste. Source Separated Green Container Organic Waste excludes Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles unless otherwise specified by the City.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry ; or, as otherwise defined in 14 CCR Section 18982(a)(73)grocery, canned goods, or nonfood items and some perishable items; or, as otherwise defined in 14 CCR Section 18982(a)(71).

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination; or, as otherwise defined in 14 CCR Section 18982(a)(76).

(b) SB 1383 Regulatory Requirements.

Organic Waste Generators, haulers and other entities subject to the requirements of SB 1383 and the SB 1383 Regulations that are subject to the City’s authority shall fully comply with the applicable requirements of SB 1383, the SB 1383 Regulations, this Article and the provisions of any collection agreement between the City and a sanctioned hauler in effect.

Sec. 8.12.1501 Requirements for Single-Family Generators

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, Single-Family Organic Waste Generators shall comply with the following requirements ~~except Single-Family Generators that meet the Self-Hauler requirements of this Code:~~

- (a) Except for Single Family Organic Waste Generators that meet the shared subscriber or Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Single Family Organic Waste Generators shall subscribe to the City’s three-container Organic Waste Collection Services for all Organic Waste generated as described below in paragraph (b). The City shall have the right to review the number and size of a Generator’s containers to evaluate adequacy of capacity provided for each type of Collection Service for proper

separation of materials and containment of materials; and Single-Family Generators shall adjust their service level for their Collection Services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (b) Except for Single Family Organic Waste Generators that meet the Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Single Family Organic Waste Generators shall participate in the City's Organic Waste Collection Services by placing designated materials in designated containers as described in this paragraph, and shall not place Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Green Container Organic Waste in the Green Container; Source Separated Recyclable Materials (which includes Source Separated Non-Organic Recyclables and Source Separated Blue Container Waste) in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Sec. 8.12.1502 Requirements for Commercial Organic Waste Generators and Commercial Businesses

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, Commercial Organic Waste Generators and Commercial Businesses shall comply with the following:

- (a) Except for Commercial Organic Waste Generators that meet the shared subscriber or Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall subscribe to the City's three-container Organic Waste Collection Services and comply with requirements of those services as described below in paragraph (b) of this section. The City shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their Collection Services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Except for Commercial Organic Waste Generators that meet the Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code,

Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall participate in the City's Organic Waste Collection Services by placing designated materials in designated containers as described in this paragraph, and shall not place Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Green Container Organic Waste in the Green Container; Source Separated Recyclable Materials (which includes Source Separated Non-Organic Recyclables and Source Separated Blue Container Waste) in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

- (c) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Commercial Business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the Organic Waste Collection Service provided by the City. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this paragraph or to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container; or, as otherwise provided in 14 CCR 18984.8.
- (d) Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming to paragraphs (c)(1) and (c)(2) above) for employees, contractors, tenants, and customers, consistent with the City's Collection Service and Article 3 of Chapter 12 of Division 7 of Title 14 of the CCR.
- (e) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container Collection Service pursuant to 14 CCR Section 18984.1(a)(5).

- (f) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Commercial Businesses, including Multi-Family Residential Dwellings, shall annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (h) Commercial Businesses, including Multi-Family Residential Dwellings, shall provide information as described in paragraph (g), above, before or within fourteen (14) days of occupation of the premises to new tenants.
- (i) Commercial Businesses, including Multi-Family Residential Dwellings, shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 8.12.1511 to confirm compliance with the requirements of this section.
- (j) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements of this Code, including Section 8.12.1507.
- (k) Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, if generating two (2) cubic yards or more of total Solid Waste per week (or other threshold defined by the State), shall require that any contract or work agreement between the owner, occupant, or operator of the Commercial Business and a gardening or landscaping service specify that the Organic Waste generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the California Public Resources Code.
- (l) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.12.1504.

Sec. 8.12.1503 Waivers for Generators

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, the City, at its discretion and in accordance with 14 CCR Section 18984.11, or as otherwise authorized by CalRecycle, may grant one or more of the following types of waivers to a Generator of Organic Waste:

- (a) De Minimis Waivers: The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Article if the Commercial Business provides documentation, or the City has evidence demonstrating, that the business

generates below a certain amount of Organic Waste material as described in paragraph (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in paragraph (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste Collection Service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or
 - (B) The Commercial Business' total Solid Waste Collection Service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify the City if circumstances change such that the Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded. In addition, if the City obtains information at any time that a Commercial Business that has received a waiver is exceeding the Organic Waste thresholds set forth in paragraph (a)(2) above, the City shall rescind the waiver.
 - (4) Provide written verification of eligibility for a de minimis waiver every 5 years, if the City has approved a de minimis waiver.
- (b) Physical Space Waivers: The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste Collection Service requirements of this Article if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Article.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of Collection Services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for a Blue Container and/or Green Container including documentation from its hauler, licensed architect, or licensed engineer.

- (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.
- (c) The Director of Public Works will be responsible for review and approval of waivers.

Sec. 8.12.1504 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records kept pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than February 1 of each year (or such other date specified by the City), commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:
 - (A) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (B) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (C) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- (d) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State on September 25, 2017), which added Article 13 (commencing with Section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the California Education Code and amended Section 114079 of the California Health and Safety Code, relating to food safety.

Sec. 8.12.1505 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform Generators about California Food and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) No later than March 31st of each year (or such other date specified by the City), commencing March 31, 2023, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).
- (e) Food Recovery Capacity Planning --Food Recovery Services and Food Recovery Organizations.

In order to support the City's cooperation with the County in its conduct of Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or

proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

Sec. 8.12.1506 Requirements for Haulers and Facility Operators

- (a) Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, haulers providing residential, Commercial, or industrial Organic Waste Collection Services to Generators within the City's boundaries shall comply with the following requirements:
 - (1) Shall meet the requirements and standards of 14 CCR, Division 7, Chapter 12 as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste.
 - (2) Shall, through written notice to the City annually on or before March 15th, or such other date as specified by the City, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (3) Shall comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Article 3.
 - (4) Shall transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (5) Shall obtain applicable approval of the City pursuant to 14 CCR Section 18988.1 and keep a record of the documentation of its approval by the City.
- (b) Paragraph (a) of this section is not applicable to a hauler that consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the California Public Resources Code, is transporting Source Separated Organic Waste to a Community Composting site or to a hauler that is lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and applicable requirements of this Code.
- (c) In addition to any other requirements for facility operators and Community Composting operations contained in this Code, the following requirements shall apply to facility operators and Community Composting operations:

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days, unless a shorter timeframe is specified by the City.
- (2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days, unless a shorter timeframe is specified by the City.

Sec. 8.12.1507 Self-Hauler Requirements

Notwithstanding anything to the contrary in this Code, and in addition to any other requirements for Self-Haulers contained in this Code not inconsistent with the requirements of this Article, and any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, the following requirements shall apply to Self-Haulers:

- (a) Self-Haulers of Organic Waste shall comply with the requirements in 14 CCR Section 18988.3.
- (b) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires Organic Waste Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (c) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.

- (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (e) A Single-Family Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in paragraph (d) of this section.
- (f) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings that are Self-Haulers) shall provide information collected pursuant to paragraph (d) of this section to City, if requested.

Sec. 8.12.1508 Procurement Requirements for Direct Service Providers and Vendors

Direct Service Providers and all vendors providing Paper Products and Printing and Writing Papers to the City shall comply with the City's policy or policies regarding recovered Organic Waste product procurement, including Recycled-Content Paper procurement.

Sec. 8.12.1509 Compliance with CALGreen Recycling Requirements

- (a) Notwithstanding anything to the contrary in this Code, and in addition to any other CALGreen recycling requirements contained in this Code not inconsistent with this Article, the following requirements shall apply:
 - (1) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the City's permit approval, comply with the following:
 - (A) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (B) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of Blue Container and

Green Container materials, consistent with the collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.

- (b) For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.

Sec. 8.12.1510 Model Water Efficient Landscaping Ordinance Requirements

Notwithstanding anything to the contrary in the Code, and in addition to any other MWELo requirements contained in this Code not inconsistent with the provisions of this Article, the following requirements shall apply:

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch, as amended September 15, 2015.

Sec. 8.12.1511 Inspections and Investigations by City

- (a) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Article by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This section does not allow City, its Designees or agents to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this Article, the City may conduct container Inspections for Prohibited Container Contaminants.
- (b) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, a regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City representative and/or its designated entity, including Designees, during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in

containers, Edible Food Recovery activities, records, or any other requirement of this Article described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Article and may result in penalties described in this Article.

- (c) Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in California Government Code Section 6250 et seq.
- (d) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, the City representative, its Designees and agents are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.
- (e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints in accordance with by 14 CCR Section 18995.3.

Sec. 8.12.1512 Enforcement

- (a) Violation of any provision of this Article that occurs on or after January 1, 2024, shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official in accordance with by 14 CCR Section 18995.4. Enforcement Actions under this Article are issuance of an administrative citation and assessment of a fine. The City's procedures for imposition of administrative fines set forth in Chapter 1.20 (Administrative Citations) of this Code are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Article and any rule or regulation adopted pursuant to this Article, except as otherwise indicated in this Article.
- (b) The provisions of paragraph (a) do not apply to violations related to a Generator placing Prohibited Container Contaminants in containers, which the City Enforcement Official and/or the City's Designee shall enforce through the notice provisions of 14 CCR Section 18984.5(b) and contamination processing fees, including pursuant to the provisions of the applicable collection agreement between the City and a franchised hauler.
- (c) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The City may pursue civil actions in the State courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (d) Process for Enforcement

- (1) The City Enforcement Official and/or the City's Designee will monitor compliance with this Article randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.12.1511 establishes the City's right to conduct Inspections and investigations.
- (2) The City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(e) Penalty Amounts for Types of Violations

For the purposes of this Article, the penalty levels for violations of the provisions of this Article are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$250 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies."

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 3. Severability. If any section, paragraph, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, paragraph, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, paragraphs, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 5 Publication. The City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

INTRODUCED at a Regular meeting of the City Council of the City of Wasco on the 16th day of November, 2021.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Wasco this ____ day of _____, 2021.

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: November 16, 2021

SUBJECT: Reappointment of Sharon Sharp to serve on the Wasco Recreation and Parks District Board for a four (4) years term expiring November 30, 2025, and the Appointment of Oscar Luna to serve on the Wasco Recreation and Parks District Board for a four (4) years term expiring November 30, 2021.

Recommendation:

The Ad-Hoc committee recommends the reappointment of Sharon Sharp and the appointment of Oscar Luna on the Wasco Recreation and Parks District Board.

Discussion:

With the direction of the City Council, the staff sent a recruitment notice on the Wasco Tribune on October 7, 2021, for the recruitment of two individuals to serve on the Wasco Recreation and Parks District Board due to appointed members Sharon Sharp and Aubrey E. Wimberly term expiration November 30, 2021.

The deadline for the submittal of the application was for October 21, 2021, by 5:00 pm. The city did not receive sufficient applicants for the interview process, and the City Council extended the application deadline to November 8, 2021, by 5:00 pm.

Applications were received from Sharon Sharp and Oscar Luna. A committee consisting of Mayor Pro Tem Pallares, Council Member Garcia, and City Manager Hurlbert interviewed both applicants. Their recommendation is to reappoint Sharon Sharp and appoint Oscar Luna to the Wasco Recreation and Parks District Board for a full term of 4 years, expiring November 30, 2025.

Fiscal Impact: None

Attachments:

1. Advertisement Notices



RECRUITMENT

The Wasco City Council is recruiting two (2) individuals to serve on the **Wasco Parks and Recreation Board** due to the appointed members, Sharon Sharp and Aubrey E. Wimberly, whose term expires November 30, 2021; these positions are a four-year term.

Members are nominated and appointed by the full City Council, must be residents of the City throughout their term, and attend a monthly meeting.

Applications are available online on the City website:

<https://www.cityofwasco.org/FormCenter/Applications-9/Commission-Committee-Board-Application-50>

And must be submitted by **5:00 p.m., Monday, November 8, 2021.**

For further information and assistance regarding this appointment, please contact the City Clerk's Office at (661) 758-7215 or by email at cityclerk@cityofwasco.org

Shafter mourns the loss of Mert Wiedmann

From Page 1

stages on their locations and plans.

After serving in the war, Wiedmann married Patricia Stringham and became a pharmacist. The duo made their home in Shafter. Pat's father had founded Stringham's Drug Store and Mert and his wife became pharmacists at the store.

The couple eventually owned the store and ran it, along with several other stores in the Central Valley. Wiedmann is remembered by so many for his generosity, willingness to help those in need, and dedication to this community. He not only served the public as a pharmacist, he also served his church, was involved in the Shafter Rotary Club, as well as being a supporter of the local schools and its various programs and events.

"Watching him interact with other people when I was growing up was a tremendous example of the way people should be treated," said Ted

Wiedmann, Mert's son. Ted followed his father's footsteps into pharmacology. "It didn't make any difference who you were, he treated everyone with respect and pure joy. He loved helping people. I never heard him complain about getting up in the middle of the night to open the drug-store for whoever needed help. The people he worked with at Stringham's became part of the extended family."

Stan Wilson, curator of the Shafter Depot Museum, and historian said, "You couldn't get in the door of his store without saying hello."

Wilson said the generosity in supporting community events and affairs was well known. This was echoed in so many local residents' memories of Wiedmann.

"I remember a couple of times when he helped me get medicine for my son, taking the time to make sure we got what we needed, going so far beyond what is expected of someone working in a store," said Marlon Jamison,

who raised two children in Shafter, using Stringham's exclusively throughout the years. "Shafter isn't the same without these wonderful people who loved the community

and loved serving the people. Big chain stores just don't give you that same hometown feel that you get with special people like Mert Wiedmann."

"Mert was a special friend

and truly a gentleman," Mayor Cathy Prout said. "Mert has left a wonderful legacy for his family and our Shafter community."

"Everyone could seek his

advice and he would send you on your way with total confidence and encouragement. Mert leaves us with wonderful memories and will be truly missed," Prout said.

DEATH NOTICES

Maria De Alatorre, 58, of Wasco passed away Oct 20, in Bakersfield. Peters Funeral Home, Wasco.

Arnold Kellogg, 70, of Bakersfield passed away Oct 19, in Bakersfield. Peters Funeral Home, Shafter.

Jennifer Chavez, 25, of Bakersfield passed away Oct 12, in Bakersfield. Peters Funeral Home, Shafter.

Isidra Pelayo, 82, of Wasco passed away Oct 18, in Bakersfield. Peters Funeral Home, Wasco.

Artemio Rios Garcia, 37, of Bakersfield passed away Oct 5, in Bakersfield. Peters Funeral Home, Shafter.

Evaristo Castillo Bravo, 86, of Wasco passed away Oct 20, in Bakersfield. Peters Funeral Home, Wasco.

Esther Saucedo, 49, of Clovis passed away Oct 24, in Bakersfield. Peters Funeral Home, Shafter.

Alvin White, 87, of Taft passed away Oct 23, in Bakersfield. Peters Funeral Home, Shafter.

Rudy Avila, 69, of Wasco passed away Oct 26, in Wasco. Peters Funeral Home, Wasco.



RECRUITMENT

The Wasco City Council is recruiting two (2) individuals to serve on the **Wasco Parks and Recreation Board** due to the appointed members, Sharon Sharp and Aubrey E. Wimberly, whose term expires November 30, 2021; these positions are a four-year term.

Members are nominated and appointed by the full City Council, must be residents of the City throughout their term, and attend a monthly meeting.

Applications are available online on the City website:

<https://www.cityofwasco.org/FormCenter/Applications-9/Commission-Committee-Board-Application-50>

And must be submitted by **5:00 p.m., Monday, November 8, 2021.**

For further information and assistance regarding this appointment, please contact the City Clerk's Office at (661) 758-7215 or by email at cityclerk@cityofwasco.org



RECRUITMENT

The Wasco City Council is recruiting for three (3) individuals to serve on the **Sales Tax Oversight Committee** due to the appointed members, Erica Marin, Joe Martinez, and Orquidea Ocampo, whose term expires December 31, 2021; these positions are a four-year term.

Members are appointed by the full Council and must be residents of the City throughout their term, and attend a quarterly meeting. Applicants are advised that a Statement of Economic Interests (F.P.P.C. Form 700) will be required upon assuming office. Pursuant to State law, any person newly appointed shall successfully complete a course in Brown Act training, and AB 1234 Ethics training approved by the Fair Political Practices Commission and the Attorney General.

Applications are available online on the City website:

<https://www.cityofwasco.org/FormCenter/Applications-9/Commission-Committee-Board-Application-50>

And must be submitted by **5:00 p.m., Monday, November 8, 2021.**

For further information and assistance regarding this appointment, please contact the City Clerk's Office at (661) 758-7215 or by email at cityclerk@cityofwasco.org

PUBLIC NOTICES

PUBLIC NOTICE Fictitious Business Name Statement Diesel Power Repair

2021-B6492

621 Hitchcock Ave
Shafter, CA 93263
County: Kern
Mailing address of business:
621 Hitchcock Ave
Shafter, CA 93263
Otoniel Chacon Rojo Jr
621 Hitchcock Ave
Shafter, CA 93263
The business is conducted by: Individual

Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Otoniel Chacon Rojo Jr
Date Statement Filed: 09/29/2021
Date Statement Expires: 09/29/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 7, 14, 21, 28, 2021

PUBLIC NOTICE Fictitious Business Name Statement Craft It Up

2021-B6517

12015 Cactus Flower Ave
Bakersfield, CA 93311
County: Kern
Mailing address of business:
12015 Cactus Flower Ave
Bakersfield, CA 93311
Leticia Marie Hernandez
12015 Cactus Flower Ave
Bakersfield, CA 93311
The business is conducted by: Individual

Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Leticia Marie Hernandez
Date Statement Filed: 09/29/2021
Date Statement Expires: 09/29/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 7, 14, 21, 28, 2021

PUBLIC NOTICE Fictitious Business Name Statement Days Designs

2021-B6459

5000 Belle Terrace #29
Bakersfield, CA 93309
County: Kern
Mailing address of business:
5000 Belle Terrace #29
Bakersfield, CA 93309
Cassandra Renee Duckworth
5000 Belle Terrace #29
Bakersfield, CA 93309
The business is conducted by: Individual

vidual
Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Cassandra Renee Duckworth
Date Statement Filed: 09/28/2021
Date Statement Expires: 09/28/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 7, 14, 21, 28, 2021

PUBLIC NOTICE Fictitious Business Name Statement Modern Mechanics Repair Service

2021-B6380

109 Winters Dr
Shafter, CA 93263
County: Kern
Mailing address of business:
109 Winters Dr
Shafter, CA 93263
Joseph Anthony Montemayor
109 Winters Dr
Shafter, CA 93263
The business is conducted by: Individual
Date the business commenced: 01/01/2021
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Joseph Anthony Montemayor
Date Statement Filed: 09/24/2021
Date Statement Expires: 09/24/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/R Roberts-Martin
Publish *Shafter* Press October 7, 14, 21, 28, 2021

PUBLIC NOTICE ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER: BCV-21-102176

TO ALL INTERESTED PERSONS:
1. Petitioner: Prabhjot Singh filed a petition with this court for a decree changing names as follows:
Present Name
Prabhjot Singh
Proposed Name
Prabhjot Singh Dhillon
2. THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without

a hearing.
NOTICE OF HEARING
a. Date: 12/1/21 Time: 8:30AM Dept: 12
b. The address of the court is: SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN, 1415 Truxtun Ave., Bakersfield, CA. 93301, Metro Division
3. a. A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: The Shafter Press
Date: 9/21/2021
/s/Linda S. Etienne
Court Commissioner of the Superior Court
Publish *Shafter* Press October 7, 14, 21, 28, 2021

PUBLIC NOTICE Statement of Abandonment Of Use Of Fictitious Business Name Annie's Sweet Local Honey

18862 Beech Ave
Shafter, CA 93263
County: KERN
Mailing address of business:
18862 Beech Ave
Shafter, CA 93263
Ana Maria Sanchez
18862 Beech Ave
Shafter, CA 93263
I declare that all information in this Statement is true and correct. (A registrant who declares as true information, which he or she knows to be false, is guilty of a crime.)
Business was conducted by: Individual
/s/Ana Maria Sanchez
Original FBN Statement File Number: 2021-B2208
Original FBN Statement Filed on: 04/22/2021
This statement of Abandonment filed on: 10/07/2021
Mary B. Bedard, CPA
Auditor-Controller-County Clerk
By: /s/ M Hernandez, Deputy
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Annie's Sweet Local Honey

2021-B6676
18862 Beech Ave
Shafter, CA 93263
County: Kern
Mailing address of business:
18862 Beech Ave
Shafter, CA 93263
Ana Maria Sanchez
18862 Beech Ave
Shafter, CA 93263
The business is conducted by: Individual
Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Ana Maria Sanchez
Date Statement Filed: 10/07/2021
Date Statement Expires: 10/07/2026

Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement lhaut

2021-B6597

14700 Yellow Lupine
Bakersfield, CA 93314
County: Kern
Mailing address of business:
14700 Yellow Lupine
Bakersfield, CA 93314
Brandon Jason Long
14700 Yellow Lupine Dr
Bakersfield, CA 93314
The business is conducted by: Individual
Date the business commenced: 06/22/2020
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Brandon Jason Long
Date Statement Filed: 10/04/2021
Date Statement Expires: 10/04/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/P Del Villar
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Everett's Pilot

2021-B6727

108 Armour Dr.
Shafter, CA 93263
County: Kern
Mailing address of business:
PO Box 1595
Shafter, CA 93263
Evaristo Jr Gonzalez
108 Armour Dr.
Shafter, CA 93263
The business is conducted by: Individual
Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Evaristo Jr Gonzalez
Date Statement Filed: 10/08/2021
Date Statement Expires: 10/08/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/P Del Villar
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Gomez Ironwork

2021-B6594

4100 Greenrock Ave.
Bakersfield, CA 93313
County: Kern

Mailing address of business:
4100 Greenrock Ave.
Bakersfield, CA 93313
Pedro Gomez Jr
4100 Greenrock Ave.
Bakersfield, CA 93313
The business is conducted by: Individual
Date the business commenced: N/A
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Pedro Gomez Jr
Date Statement Filed: 10/04/2021
Date Statement Expires: 10/04/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/R Roberts-Martin
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Laundryman

2021-B6665

Commercial Laundry Services
2021-B6666
203 Central Ave
Shafter, CA 93263
County: Kern
Mailing address of business:
12528 Harrington St
Bakersfield, CA 93311
Hound Dog Enterprises, Inc.
12528 Harrington St
Bakersfield, CA 93311
State of Incorporation or Organization: CA
The business is conducted by: Corporation
Date the business commenced: 10/27/2007
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Greg Williams, President
Date Statement Filed: 10/06/2021
Date Statement Expires: 10/06/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Garcias Auto

2021-B6748

676 E Lerdo Hwy
Shafter, CA 93263
County: Kern
Mailing address of business:
676 E Lerdo Hwy
Shafter, CA 93263
Jaime Ruben Garcia Jr
402 Ellie Ct
Shafter, CA 93263
The business is conducted by: Individual
Date the business commenced: N/A
A new Fictitious Business Name

Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Jaime Ruben Garcia Jr
Date Statement Filed: 10/11/2021
Date Statement Expires: 10/11/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 14, 21, 28, November 4, 2021

PUBLIC NOTICE Fictitious Business Name Statement Manx Ag

2021-B6763

25502 Clear Creek Rd
Keene, CA 93531
County: Kern
Mailing address of business:
25502 Clear Creek Rd
Keene, CA 93531
Manx Ag LLC
25502 Clear Creek Rd
Keene, CA 93531
State of Incorporation or Organization: CA
The business is conducted by: Limited Liability Company
Date the business commenced: 10/01/2021
A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state or common law (see Section 14411 et seq., business and professions code.)
/s/Christoffer Joughin, President
Date Statement Filed: 10/11/2021
Date Statement Expires: 10/11/2026
Mary B. Bedard, CPA,
Auditor-Controller-County Clerk
By: /s/M Hernandez
Publish *Shafter* Press October 21, 28, November 4, 11, 2021

PUBLIC NOTICE CITY OF SHAFTER

NOTICE OF ORDINANCE SUMMARY
NOTICE IS HEREBY GIVEN that on October 19, 2021, the Shafter City Council adopted Ordinance No. 727. The following is the official summary of the adopted ordinance.
Summary of Ordinance No. 727: An Ordinance of the City Council of the City of Shafter, California, Adopting Development Agreement No. 21-19 as Set Forth in Exhibit "1" of this Ordinance.
A printed certified copy of Ordinance No. 727 is available for inspection by any person at the office of the Shafter City Clerk, City Hall, 336 Pacific Avenue, Shafter, California. The ordinance was passed by the City Council on October 19, 2021, with the following vote:
AYES: Alvarado, Espinoza, Givens, Lopez, and Prout.
NOES: None
ABSENT: None
ABSTAINING: None
Dated: October 21, 2021
Yazmina Pallares, City Clerk
Publish *Shafter* Press October 28, 2021