



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, March 15, 2022 – 6:00 pm.

Via Zoom Webinar

www.cityofwasco.org

IMPORTANT NOTICE REGARDING MARCH 15, 2022 COUNCIL MEETING

As emergency conditions persist in the City, specifically, a state of emergency remains in effect related to COVID-19, community transmission of COVID-19 in Kern County has rapidly increased from Low to High due to the highly contagious variants of COVID-19, which has emerged, Kern County officials are imposing and recommending measures to promote social distancing, requires masking by all, regardless of vaccination status, in an effort to slow the continuously high trends in and level of transmission of COVID-19 throughout the State and Kern County. The City Council determine that the presence of COVID-19 and the increase of cases due to the COVID variants will continue to cause conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and has affirmed a local emergency exists and re-ratified the proclamation of state of emergency by the Governor of the State of California. In compliance with AB 361, Brown Act public meetings will be conducted utilizing Zoom Video Communications. To participate in the meeting from the comfort of your own home or office, download Zoom on any phone or computer device and enter meeting ID# (see below for more information). The teleconferenced meeting allows the City to continue to conduct essential business and comply with CDC recommendations to protect the public and City employees, practice social distancing and limit exposure.

Listen to the meeting live via zoom

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://us02web.zoom.us/j/81697350676>

Listen to the meeting live via telephone

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128

Meeting ID: **816 9735 0676**

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIMES. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

Verbal Participation over the phone

Please dial *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments. Please be advised you will be called on by the phone number you are calling from.

Submitting written comments:

You can also submit your comments via email to cityclerk@cityofwasco.org such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

American Disability Act Accommodations:

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at cityclerk@cityofwasco.org or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

You can also submit your comments via email to cityclerk@cityofwasco.org such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 pm

- 1) CALL TO ORDER:** Mayor
- 2) ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez
- 3) FLAG SALUTE:** Mayor
- 4) INVOCATION:**

- 5) Approval to continue to hold all City Council meetings until further notice by teleconference pursuant to Assembly Bill 361 and Government Code Section 54953(e), and finding that there is a proclaimed state of emergency in the state and city and that state and local officials have recommended measures to promote social distancing, all as required in AB 361 and Section 54953(e). (Hurlbert)

6) PRESENTATIONS: None

7) PUBLIC COMMENTS: PLEASE REFER TO PAGE ONE (1) FOR INSTRUCTION INFORMATION

8) SUCCESSOR AGENCY BUSINESS: None

9) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

10) 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 the removal of a particular item.

- a. Approval of City Council Meeting minutes for:
 - 1. January 27, 2022, Special Meeting
 - 2. February 15, 2022, Regular Meeting
 - 3. February 17, 2022, Special Meeting
 - 4. March 1, 2022, Regular Meeting
- b. Receive and file departments bill pay totaling \$140,374.25
- c. Adopt a Resolution Authorizing the City Manager To Sign and Execute Agreement with Sonsray Machinery Ag in the amount of \$17,758.63 to purchase a Dump Trailer for the Public Works Water Department.
- d. Receive and File the Investment Report for the month ended February 28, 2022.
- e. Receive and File the Investment Report for the month ended January 31, 2022.
- f. Adopt a Resolution Authorizing the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Zero-Emission Bus Purchase Project, \$65,925.00.

11) PUBLIC HEARINGS: NONE

12) DEFERRED BUSINESS: NONE

13) NEW BUSINESS:

- a. Discussion and Possible Minute Action regarding Strategic Planning for Illegal Firework. (Hurlbert)
- b. Approval of Employment Agreement with Alberto Martinez as Deputy Public Works Director, Water Operations for an amount of \$94,053.44 (Hurlbert)

14) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)
- b. Kern Council of Government (Reyna)
- c. Wasco Task Force (Martinez & Reyna)

15) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

- a. Kern County Fire Department (Appleton)
- b. Kern County Sheriff Department (Shinn)

16) REPORTS FROM CITY MANAGER:

17) REPORTS FROM CITY COUNCIL:

18) CLOSED SESSION: NONE

19) CLOSED SESSION ACTION: NONE

20) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on March 10, 2022. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

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

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

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

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
and the Wasco Public Finance Authority
Thursday, January 27, 2022
Special Meeting – 6:00 p.m.
Via Zoom Webinar

SPECIAL MEETING – 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Reyna at 6:00 pm and announced the meeting was being held Pursuant to AB 361 issued by Governor Newsom on September 20, 2021, and Government Code 54953(e). All members are joining this meeting remotely via Zoom Webinar.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Reyna

4) PUBLIC COMMENTS: None

5) SPECIAL MEETING ITEMS:

- a.** Conduct the interviews for the unexpired term in District 4 City Council vacancy.

An oral presentation by City Manager Hurlbert discussed the interview guidelines.

The council interviewed the candidates in the following order:

1. Michael D. Lynch
2. Eduardo R. Saldana
3. Myron E. Williams II

6) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 6:56 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
and the Wasco Public Finance Authority
Tuesday, February 15, 2022
Regular Meeting – 6:00 p.m.
Via Zoom Webinar

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Reyna at 6:01 pm and announced the meeting was being held Pursuant to AB 361 issued by Governor Newsom on September 20, 2021, and Government Code 54953(e). All members are joining this meeting remotely via Zoom Webinar.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Reyna

4) INVOCATION: Moment of silence

5) Approval to continue to hold all City Council meetings until further notice by teleconference pursuant to Assembly Bill 361 and Government Code Section 54953(e), and finding that there is a proclaimed state of emergency in the state and city and that state and local officials have recommended measures to promote social distancing, all as required in AB 361 and Section 54953(e).

No public comments

Motion was made by Council Member Garcia, **seconded** by Council Member Martinez to approve to hold all City Council meetings by teleconference pursuant to AB 361 until further notice by the following roll call vote:

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

6) PRESENTATIONS:

- a. Government Finance Officers Association (GFOA) Award Recognition to the City of Wasco Finance Department presented by William C. Statler.
 - Presentation introduced by City Manager Hurlbert.
 - Award Recognition presented to the Finance Director Perez by William C. Statler.
 - Council Members Recognized the Finance Director Perez and the staff members.

7) PUBLIC COMMENTS: None

8) SUCCESSOR AGENCY BUSINESS: None

9) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

10) 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 the removal of a particular item.

- a. Approval of City Council Meeting minutes for:
 - 1. December 14, 2021, Special Meeting
 - 2. December 21, 2021, Regular Meeting
 - 3. December 21, 2021, Special Meeting
 - 4. January 8, 2022, Regular Meeting
- b. Receive and file departments bill pay totaling \$1,441,090.51.
- c. Approval of the Notice of Acceptance of the HSIP Cycle 9 Project and Authorize the City Clerk to file the Notice of Completion.
Rec#2022-002
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Manager to attend the 2022 California State HR Advocacy and Legislative Conference on April 20 – 22, 2022, in Sacramento, California.
- e. Approval of the Notice of Acceptance of the 2021 City Annex Building Re-Roof Project and Authorize the City Clerk to file the Notice of Completion.
Rec#2022-003
- f. Adopt a Resolution Authorizing the City Manager To Sign and Execute Agreement with Berchtold Equipment in the amount of \$41,681.82 to purchase a Kubota Tractor for the wastewater treatment plant.
Reso#2022-3702
Agmt#2022-2022-004

- g. Adopt a Resolution Authorizing the City Manager or his/her Designee to submit and Execute a Grant Application and any Amendments thereto for funding from California State Transportation Agency 2022 Transit and Intercity Rail Capital Program.

Reso#2022-3703

- h. Approval of Travel and Training Expenses Exceeding \$500.00 per trip, for one-half of City Attorney Thomas F. Schroeter's registration fees and one night's hotel stay to attend the League of California Cities City Attorney's Spring Conference on May 4 – 6, 2022, in Carlsbad, California, not to exceed \$541.50.

No public comments

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

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

11)PUBLIC HEARINGS: NONE

12)DEFERRED BUSINESS: NONE

13)NEW BUSINESS:

- a. Nomination and Appointment for an Alternative Representative on the Kern Council of Government Board.

- Mayor opened Nomination for Kern COG.

No public comments

The Mayor opened the nomination, Council Member Garcia nominated himself, and council member Martinez nominated himself.

A vote by roll call was made for a motion to appoint Council Member Garcia as an alternative for the Kern Council of Government Board by the following roll call vote:

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

14)REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)

No reports

- b. Kern Council of Government (Reyna)

No reports

c. Wasco Task Force (Martinez)

Council Member Martinez

- Attended portion of the meeting on February 1, 2022, indicated it was a productive meeting regarding Wasco's homeless situation. He will be researching and reaching out to Mrs. Cobb for more information.

15) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

a. Kern County Fire Department (Appleton)

No reports

- Mayor Pro Tem Pallares requested an updated complete year report of the illegal fireworks.
- Mayor Garcia requested to be provided with the report.

b. Kern County Sheriff Department (Shinn)

Seargent Shinn gave a PowerPoint presentation on recent crimes.

Public Comments by:

- Laurie Garcia
- Cindy Hernandez

16) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Reminded about the Special Meeting taking place on Thursday, February 17, 2022.
- Informed that the City is still under evaluation when City Office lobbies will reopen to residents for City services.

17) REPORTS FROM CITY COUNCIL:

Council Member Garcia:

- Raised his concern about illegal fireworks, suggested revisiting a City Ordinance, also suggested a Task Force be established as a tool for the Kern County Fire Department, Sheriff's Office, and the City Code Compliance personnel.
- Requested an update on lobby and bus services.
- Would like to have a discussion regarding bill pay and the new vendor, also would like to advocate and bring back the City Application.

Council Member Martinez:

- Informed he had the opportunity to meet with Mr. Kent, the representative for Congressman Valadao's office, indicated they discussed grant funding, Law Enforcement, and homelessness issues in the County.

Mayor Reyna:

- Informed he met with Mr. Kent and discussed the City's issues, such as crime and homelessness.
- Would like to extend an invitation to the community members to discuss Neighborhood Watch Programs and other issues affecting the City on March 8, 2022, at the Courthouse building.

Mayor Reyna adjourned into closed session at 7:08 pm.

Mayor Reyna adjourned out of closed session at 7:18 pm.

18) CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) and Paragraph (3) of Subdivision (e) of Section 54956.9: Claim filed by Alvie Snow Farms and Alvie Snow.

19) CLOSED SESSION ACTION:

City Attorney Schroeter reported out.

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) and Paragraph (3) of Subdivision (e) of Section 54956.9: Claim filed by Alvie Snow Farms and Alvie Snow.

No reportable action.

20) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 7:20 pm.

Claudia Garcia, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
and the Wasco Public Finance Authority
Thursday, February 17, 2022
Special Meeting – 6:00 p.m.
Via Zoom Webinar

SPECIAL MEETING – 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Reyna at 6:00 pm and announced the meeting was being held Pursuant to AB 361 issued by Governor Newsom on September 20, 2021, and Government Code 54953(e). All members are joining this meeting remotely via Zoom Webinar.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Reyna

City Clerk Martinez informed the council there was a request for interpretation in Spanish for this meeting. She gave instructions on how to select the language for interpretation.

The translator then proceeded to conduct the Spanish translation.

4) PUBLIC COMMENTS:

- Dennise Hernandez

5) SPECIAL AGENDA ITEMS:

- a. Approve a Resolution Establishing Guidelines For The Submission And Tabulation Of Protests In Connection With Enterprise Rate Hearings Conducted Pursuant To Article XIII d, Section 6 Of The California Constitution. (Hurlbert)

Reso#2022-3704

Presentation by City Manager Hurlbert.

Public Comments by Dennise Hernandez.

Motion was made by Council Member Garcia, **seconded** by Mayor Reyna, to approve the Resolution by the following roll call vote:

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

6) CLOSED SESSION: None

7) CLOSED SESSION ACTIONS: None

8) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 6:44 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
and the Wasco Public Finance Authority
Tuesday, March 1, 2022
Regular Meeting – 6:00 p.m.
Via Zoom Webinar

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

This meeting was called to order by Mayor Reyna at 6:01 p.m. and announced the meeting was being held Pursuant to AB 361 issued by Governor Newsom on September 20, 2021, and Government Code 54953(e). All members are joining this meeting remotely via Zoom Webinar.

2) ROLL CALL:

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

3) FLAG SALUTE: Led by Mayor Reyna

4) INVOCATION: by Pastor Cantu from Life house Church

Deputy City Clerk Flores informed the council there was a request for interpretation in Spanish for this meeting and gave instructions on how to select the language for interpretation.

The translator then proceeded to conduct the Spanish translation.

5) PRESENTATIONS: None

6) PUBLIC COMMENTS: None

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 the removal of a particular item.

- a. Approval of City Council Meeting minutes for:
 1. January 25, 2022, Special Meeting
 2. February 1, 2022, Regular Meeting
 3. February 8, 2022, Special Meeting
- b. Receive and file departments bill pay totaling \$461,594.48
- c. Approval of the Notice of Acceptance of the 2021 City Hall Re-Roof Project and Authorize the City Clerk to file the Notice of Completion.
Rec#2022-004
- d. Adopt a Resolution Authorizing the Mayor to sign the Grant Deed for Parcel Merger 22-01, the Irrevocable Offer of Dedication for Public Highway Purposes on Central Avenue and Filburn Street, and the Certificate of Acceptance for said Dedication.
Reso#2022-3705
- e. Adopt a Resolution authorizing the City Manager to execute a task order with the City's Contract City Engineer to conduct a Topographic Survey and Associated Mapping for the City's Downtown Streetscape Re-design Project.
Reso#2022-3076
Agmt#2020-008(21)
- f. Accept all Bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with American Enviro Services, INC. for the Repair of the Public Works Drive Approach in the amount of \$26,399.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$15,000.00.
Reso#2022-377
Agmt#2022-007
- g. Adopt a Resolution Authorizing the City Manager or his Designee to Submit and Execute a Grant Application and any Amendments thereto for Funding from CalOES Listos California Community Emergency Response Team (CERT) Support Grant (LC)Program
Reso#2022-3708

Motion was made by Council Member Martinez, **Seconded** by Council Member Garcia to approve the Consent Calendar by the following roll call votes:

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

10)PUBLIC HEARINGS:

- a. Conduct a Public Hearing regarding the Introduction and Overview of the Redistricting process.

PowerPoint presentation by Kent Martin, Kevin Rancik, Alex Brasch from FLO Analytics

- City Council District Redistricting Process

Mayor Reyna opened the public hearing at 7:02 p.m.

No public comments.

Mayor Reyna closed the public hearing at 7:03 p.m.

The consensus of the council is to proceed with the redistricting process.

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Approval of Water Operator I reclassification to Water Operator II for the Fiscal Year 2021-2022.

City Manager Hurlbert gave an oral presentation.

No public comments.

Motion was made by Mayor Reyna, **Seconded** by Council Member Lynch to approve item 12a by the following roll call votes:

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

- b. Adopt a Resolution approving the mid-year operating budget adjustments totaling \$186,900 in the General Fund and \$964,837 in other funds.

Reso#2022-3709

PowerPoint presentation by Finance Director Perez-Hernandez

- Mid-Year Budget Review

Council Member Lynch logged off at 7:48 PM and logged back in at 7:49 PM.

Motion was made by Mayor Reyna, **Seconded** by Council Member Garcia to approve item 12b by the following roll call votes:

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

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)

No reports

- b. Kern Council of Government (Reyna)

No reports

- c. Wasco Task Force (Martinez & Reyna)

Council Member Martinez:

- Announcement - Sharon Nicol will be breaking ground on the Rose Garden at Barker Park on Saturday, March 12, 2022, at 9:00 a.m., and encouraged anyone who attends to bring a shovel to assist.

14) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

- a. Kern County Fire Department (Appleton)
PowerPoint presentation by Chief Appleton
 - Fireworks for the City of Wasco 2021-2022
- b. Kern County Sheriff Department (Shinn)
PowerPoint presentation by Sergeant Shinn
 - March 1, 2022

15) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- He will get additional info from the city attorney regarding the Brown Act question public safety forum.
- Recognized the Assistant City Manager Lara and Community Development Director Cobb for obtaining approval for the Clean California Project grant funding.
- Prop 218 notice will go out this Friday and include all property owners and utility account holders within the City.
- An escrow has opened for two parcels for new well and tank sites and now enters a period for an environmental review, with escrow scheduled to close next month.
- Dial A Ride remains closed for the immediate future. There is only one driver, and are preparing for the second round of recruitment. The city is moving forward with Routematch software, which manages the transit system scheduling and record-keeping—preparing for a soft start in mid-April for transit services on an appointment-only basis.
- Public-facing lobbies will be open tentatively on March 14, 2022.
- Returning to a hybrid City Council meeting format may be delayed, logistical issues to work out.
- Fireworks and public safety issues - offered the council to discuss an Ad-hoc or standing committee in the next council meeting.
- Flock camera- the initial prospect of adopting a draft agreement in 2020 ran into liability problems. The project proceeded until May 2021. He will continue to do research and bring it back to the council.

16) REPORTS FROM CITY COUNCIL:

Mayor Reyna:

- Announced, there will be a public safety meeting on March 8, 2022, at 7:00 p.m. at the Wasco Old Courthouse, 801 8th Street.
- Thanked the staff for the reports and recognized Finance Director Perez-Hernandez for the clear, concise, and detailed report.

Mayor Reyna adjourned into a closed session at 8:41 p.m.

Mayor Reyna adjourned out of the closed session at 8:49 p.m.

17) CLOSED SESSION:

- a. Approve Closed Session meeting minutes for February 15, 2022

18)CLOSED SESSION ACTION:
Attorney Schroeter reported out.

- a. Approve Closed Session meeting minutes for February 15, 2022.

Motion was made by Mayor Reyna, **Seconded** by Council Member Garcia, to approve the closed session meeting minutes for February 15, 2022, by the following roll call votes:

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

19)ADJOURNMENT:

Mayor Reyna adjourned the meeting at 8:50 p.m.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

Bill Pay

Council Meeting: March 15, 2022

WARRANTS	AMOUNTS
G022322	27,861.53
G022222	11,094.61
G030222	82,668.71
A030222	18,749.40
Grand Total	140,374.25

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel Perez-
Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isarel@cityofwasco.org C =
US O = City of Wasco
Date: 2022.03.08 03:44:38 -
08'00'

A	B	C	D	E	F	G	
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS	
1	G022322	CINTAS CORPORATION NO. 3	4480	4110429414	23008	UNIFORM SERVICES 02/11/22	235.54
2	G022322	COUNTRY AUTO & TRUCK, INC.	3008	732601	23010	SHOP #37: PM OIL FILTERS AND 2 NEW BATTERIES	564.34
3	G022322	FED EX	123	7-665-49065	23012	FREIGHT 02/17/22	124.37
4	G022322	PG & E COMPANY	85	07051823859 02/16/22	23018	UB 501 F STREET 02/16/22	956.95
5	G022322	A & D INTERPRETING	3027	30	23002	02/17/22 CITY OF WASCO COUNCIL MEETING ZOOM	250.00
6	G022322	A & D INTERPRETING	3027	27	23002	02/08/22 CITY OF WASCO COUNCIL MEETING ZOOM	250.00
7	G022322	ACCOUNTEMPS	268	59427217	23003	TEMP M.SOLORIO WE 02/11/22	782.67
8	G022322	AMAZON CAPITAL SERVICES, INC	4968	17X4-FCFT-1MFR	23004	7 QT MOTION SENSOR LIGHTS & 2 QT PHOTOCELL LIGHTS	445.44
9	G022322	AMAZON CAPITAL SERVICES, INC	4968	11CK-CD1T-YTKN	23004	BUSINESS PRIME MEMBERSHIP FEE 2022	540.17
10	G022322	AMAZON CAPITAL SERVICES, INC	4968	1FTN-V9HW-NYDY	23004	MICROPHONES TO IMPROVE COMMUNICATION VIRTUAL	302.88
11	G022322	AUTOZONE,INC	851	5346200902	23005	WELL #8: 1 NEW BATTERY	92.67
12	G022322	AUTOZONE,INC	851	5346200903	23005	RETURN/CREDIT BATTERY	(18.00)
13	G022322	BRIGHT HOUSE NETWORK, LLC	68	077261401021022	23006	INTERNET SRVCS 02/09/22-03/08/22-SHERIFF'S SUB	152.96
14	G022322	CALIFORNIA RURAL WATER ASSOCIATION	1084	2022 MEMBERSHIP RNWL	23007	APRIL 2022- APRIL 2023 MEMBERSHIP RENEWAL	1,435.00
15	G022322	CLARK PEST CONTROL	117	30043668	23009	FEB 2022: 5409 7TH ST PEST CONTROL SRVC	51.00
16	G022322	CLARK PEST CONTROL	117	30043756	23009	FEB 22: 746 8TH & 1445 12TH ST PEST CONTROL SRVC	206.00
17	G022322	EZPACK BRIDGEPORT, LLC DEPT901	5715	50135-00	23011	DISPOSAL #23: PACKER ADJUSTABLE VALVE	439.51
18	G022322	GRANITE FINANCIAL SOLUTIONS, INC	5082	IN73855-1	23013	DELL PRECISION 7920 TOWER	2,999.91
19	G022322	INDEPENDENT FIRE AND SAFETY INC.	135	54837	23014	MONTHLY INPSECTION STICKERS FOR ALL FIRE EXTINGUISHER	54.13
20	G022322	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS JAN 2022	23015	JAN 2022: WASCO STW GATE FEE	2,543.40
21	G022322	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP DEC 21 & JAN 22	23015	DEC 2021 & JAN 2022: WSP-STATE PRISON FEES	11,016.45
22	G022322	LEAGUE OF CALIFORNIA CITIES	237	7962	23016	2022:MEMBERSHIP DUES SOUTH SAN JOAQUIN VALLEY DIVISION	275.05
23	G022322	PACE ANALYTICAL SERVICES, INC	5694	B441640	23017	WW SAMPLE TEST: 2/3/22 INFLUENT BIOSOLIDS	408.00
24	G022322	PACE ANALYTICAL SERVICES, INC	5694	B441697	23017	WW SAMPLE TEST: 2/8/22 INFLUENT MONITORING	70.00
25	G022322	PACE ANALYTICAL SERVICES, INC	5694	B441716	23017	WTR SAMPLE TEST: 2/1/22 BACTERIOLOGICAL DWPDIST12	98.00
26	G022322	PACE ANALYTICAL SERVICES, INC	5694	B441788	23017	WW SAMPLE TEST: 2/10/22 INFLUENT MONITORING	70.00
27	G022322	PLUMBERS DEPOT, INC.	2423	PD-50343	23019	SWITCH IGNITION & SCREWS	267.82
28	G022322	RAYMOND'S TROPHY & AWARDS, INC.	2095	82312	23020	PLASTIC SIGN FOR MIKE LYNCH	12.45
29	G022322	READYREFRESH BY NESTLE	4027	22B0018613430	23021	1/15/22-2/14/22 : 5410 7TH ST DRINKING WTR SERVICE	133.20
30	G022322	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2365	23022	ENGLISH/SPANISH REDISTRICTING & UNMET TRANSIT NEEDS	464.00
31	G022322	THE GAS COMPANY	246	08207136329 FEB 22	23023	MULTIPLE ADDRESSES 01/13/22-02/14/22	1,160.01
32	G022322	UNIVAR USA INC	111	49848725	23024	WELL #10 IRIS & GRIFFITH: LIQUID CHLORINE	765.40
33	G022322	UNIVAR USA INC	111	49848726	23024	WELL #8 POSO DRIVE: LIQUID CHLORINE	712.21
34	G022322 Total						27,861.53
35	G022222	PG & E COMPANY	85	07511140290 01/28/22	22999	UB COW VEHICLES PARKING 1400 J ST 01/28/22	370.74
36	G022222	COLEMAN FROST LLP	4860	13468	22996	DEC 2021: LEGAL SERVICES	600.00
37	G022222	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	39328	22997	COW WASTE WATER TROUBLESHOOT	1,005.56
38	G022222	INFO SEND, INC.	4244	205709	22998	DELINQUENT NOTICE DEC 2021	1,098.36
39	G022222	THE BAKERSFIELD CALIFORNIAN	206	012289223	23000	PROJECT PLANS FOR PUBLIC WORKS DRIVE APPROACH	1,167.70
40	G022222	THE LAW OFFICES OF YOUNG WOOLDRIGE	4965	85552	23001	JAN 2022: LEGAL SERVICES	946.00
41	G022222	SCHROETER, THOMAS F.	2732	JAN 2022	23029	JAN 2022;LEGAL SERVICES	5,906.25
42	G022222 Total						11,094.61
43	G030222	ATT - PAYMENT CENTER	1488	000017804165	23033	PHONE SERVICES 01/24/22-02/23/22	26.89

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
44	G030222	ATT - PAYMENT CENTER	1488	000017804166	23033	PHONE SERVICES 01/24/22-02/23/22	43.53
45	G030222	ATT - PAYMENT CENTER	1488	000017804167	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
46	G030222	ATT - PAYMENT CENTER	1488	000017804168	23033	PHONE SERVICES 01/24/22-02/23/22	274.94
47	G030222	ATT - PAYMENT CENTER	1488	000017804169	23033	PHONE SERVICES 01/24/22-02/23/22	19.53
48	G030222	ATT - PAYMENT CENTER	1488	000017804170	23033	PHONE SERVICES 01/24/22-02/23/22	64.32
49	G030222	ATT - PAYMENT CENTER	1488	000017804171	23033	PHONE SERVICES 01/24/22-02/23/22	22.66
50	G030222	ATT - PAYMENT CENTER	1488	000017804172	23033	PHONE SERVICES 01/24/22-02/23/22	43.44
51	G030222	ATT - PAYMENT CENTER	1488	000017804173	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
52	G030222	ATT - PAYMENT CENTER	1488	000017804174	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
53	G030222	ATT - PAYMENT CENTER	1488	000017804175	23033	PHONE SERVICES 01/24/22-02/23/22	1,129.05
54	G030222	ATT - PAYMENT CENTER	1488	000017804176	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
55	G030222	ATT - PAYMENT CENTER	1488	000017804177	23033	PHONE SERVICES 01/24/22-02/23/22	26.89
56	G030222	ATT - PAYMENT CENTER	1488	000017804178	23033	PHONE SERVICES 01/24/22-02/23/22	41.76
57	G030222	ATT - PAYMENT CENTER	1488	000017804179	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
58	G030222	ATT - PAYMENT CENTER	1488	000017804180	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
59	G030222	ATT - PAYMENT CENTER	1488	000017804181	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
60	G030222	ATT - PAYMENT CENTER	1488	000017804182	23033	PHONE SERVICES 01/24/22-02/23/22	22.56
61	G030222	ATT - PAYMENT CENTER	1488	000017804183	23033	PHONE SERVICES 01/24/22-02/23/22	64.32
62	G030222	ATT - PAYMENT CENTER	1488	000017805707	23033	PHONE SERVICES 01/24/22-02/23/22	82.93
63	G030222	FED EX	123	7-672-94516	23038	FREIGHT 02/24/22	242.46
64	G030222	GENERAL OFFICE MACHINE COMPANY	1195	18255	23039	COPIER METER READING 02/01/22-03/01/22	393.24
65	G030222	PG & E COMPANY	85	51997041895 02/17/22	23052	UB 02/17/22 MULTIPLE LOCATIONS	24,705.34
66	G030222	PG & E COMPANY	85	67155644395 02/23/22	23052	UB 5410 7TH ST 02/23/22	5,826.23
67	G030222	QUADIENT FINANCE USA,INC	1844	0715 FEB 22	23054	FEB 2022: POSTAGE	419.99
68	G030222	ACCOMTEMP	268	59468744	23030	TEMP M.SOLORIO WE 02/18/22	1,055.69
69	G030222	ACCOMTEMP	268	59517528	23030	TEMP M. SOLORIO WE 02/25/22	865.37
70	G030222	SCHROETER, THOMAS F.	2732	FEB 2022	23058	FEB 2022: LEGAL SERVICES	6,895.00
71	G030222	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1022445	23031	FEB 2022: MONTHLY MEDICAL ADMINISTRATION FEES	1,485.00
72	G030222	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202202170590	23032	2/14/22 TO 2/17/22 METER READING SERVICE	5,422.00
73	G030222	BAKER SUPPLIES AND REPAIRS	5704	7016	23034	FOR JOHN LAWN MOWER REPAIR	1,234.81
74	G030222	BOOT BARN #26	1063	INV00154028	23035	FY 21-22 COREY DOUGLAS BOOT ALLOWANCE	164.99
75	G030222	CORE & MAIN LP	4704	P792477	23036	3/4"" WATER METERS FOR CONTINUE	9,555.23
76	G030222	ESMERALDA GONZALEZ	5046	279-0004016120	23037	RFND CREDIT 0004016120 - 279	28.60
77	G030222	GRAINGER	415	9221578652	23040	REPLACEMENT AIR COMPRESSOR FOR CLEAN WATER SYSTEM	1,092.21
78	G030222	GUILLERMO TOVAR	5725	1910-0232015040	23041	RFND CREDIT 0232015040-1910	26.76
79	G030222	HECTOR DELGADO	5719	1454-0002016010	23042	RFND CREDIT 0002016010- 1454	31.95
80	G030222	ISMAEL VARGAS VAZQUEZ	5727	15738-0298016100	23044	RFND CREDIT 0298016100-15738	31.80
81	G030222	JESUS ROBLEDO	5717	15584-0180008400	23045	RFND CREDIT 0180008400-15584	3.46
82	G030222	KERN COUNCIL OF GOVERNMENTS	24	2207	23046	REGIONAL AWARDS DINNER-HURLBERT,REYNA,LYNCH,GARCIA	325.00
83	G030222	KERN COUNTY RECORDER	262	R. CARLOS 737 CEDAR	23047	RECORDING FEE C.RAMON 737 CEDAR AVE	20.00
84	G030222	MARIA SANDOVAL	5721	16760-0200010240	23048	RFND CREDIT 0200010240-16760	20.10
85	G030222	MARIBEL JASSO	5722	14158-0275023000	23049	RFND CREDIT 0275023000-14158	97.76
86	G030222	NEW YORK LIFE INSURANCE COMPANY	4733	510763 FEB 22	23050	FEB 2022: INS. PREMIUM	270.00
87	G030222	PATSY ARNESON	5714	194-0002019430	23051	RFND CREDIT 0002019430 0002019430	18.48
88	G030222	PHOENIX GROUP INFORMATION SYSTEMS	4913	012022239	23053	JAN 2022: CITATIONS FEES & SRVCS	464.47
89	G030222	RAY A MORGAN COMPANY	4005	3627370	23055	LASERFICHE MAINTENANCE ANNUAL RENEWAL 03/12/22-03/11/23	3,937.50
90	G030222	SAMUEL GARCIA	5726	16340-0230018770	23056	RFND CREDIT 0230018770-16340	24.22
91	G030222	SAMUEL MECHAM	5728	5576-0145006090	23057	RFND CREDIT 0145006090-5576	28.32
92	G030222	SELF-HELP ENTERPRISES	3636	8	23059	JAN 2022:CVI SUBSISTENCE CB ASSIST	3,147.52
93	G030222	STEWART COMPANY	5716	16155-0001011200	23060	RFND CREDIT 0001011200-16155	40.04
94	G030222	TECHNOLOGY INTEGRATION GROUP	5030	5445834	23061	TELEWORK FOR FINANCE,HR,CH,BUILDING	7,971.12
95	G030222	TYLER TECHNOLOGIES, INC	1064	045-366459	23062	MUNIS ONLINE-CITIZEN SELF SRVC MAINT:3/5/22-3/4/23	3,300.00
96	G030222	VIRAMONTES, DIEGO	4929	REIMB 02/18/22	23063	CSMFO ANNUAL CONF 2022 HOTEL-D.DIEGO & L.CAMPOS	933.78
97	G030222	WASCO PIZZA FACTORY	5720	17203-0220023250	23064	RFND CREDIT 0220023250-17203	569.53
98	G030222 Total						82,668.71
99	A030222	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	02/14/22	5152	MEDICAL CHECK RUN 02/14/22	733.50
100	A030222	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	02/22/22	5152	MEDICAL CHECK RUN 02/22/22	10,550.10
101	A030222	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 MAR 2022	5153	MARCH 2022: INS. PREMIUM	7,465.80

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
102	A030222 Total						18,749.40
103						GRAND TOTAL	140,374.25



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: March 15, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager To Sign and Execute Agreement with Sonsray Machinery Ag in the amount of \$17,758.63 to purchase a Dump Trailer for the Public Works Water Department.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager to sign and execute an agreement with Sonsray Machinery Ag to purchase a Dump Trailer for the Public Works Water Department.

Discussion:

This Dump Trailer will allow the Water Department to transport their newly purchased mini-excavator to and from job sites around the City safely and more efficiently. They will also be able to haul off any spoil to the correct facilities in a safer, enclosed manner.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the Dump Trailer using Sourcewell Contract No. 040319-CEC.

Fiscal Impact:

The City budgeted \$85,000.00 in the Capital Outlay to purchase a mini-excavator and trailer. The purchase of the Mini Excavator at \$47,746.17 will allow \$37,253.83 for the purchase of this trailer. This Purchase of \$17,758.63 falls within budget. No budget action is necessary.

Attachments:

1. Resolution
2. Agreement
3. Quote

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH SONSRAY MACHINERY AG TO PURCHASE ONE DUMP TRAILER FOR THE PUBLIC WORKS WATER DEPARTMENT IN THE AMOUNT OF \$17,758.63

WHEREAS, the City wishes to purchase a new Dump Trailer from Sonsray Machinery Ag; and,

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

WHEREAS, Sonsray Machinery Ag and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the agreement; and,

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

WHEREAS, the City's cost for the dump trailer of \$17,758.63 to be from the Capital Outlay Fund; and,

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

SECTION 1: Authorizes the City Manager to sign and execute an agreement with Sonsray Machinery Ag to purchase one dump trailer for Public Works Water Department in the amount of \$17,758.63

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on March 15, 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

AGREEMENT

THIS AGREEMENT made this 15th day of March 2022, by and between the CITY OF WASCO, hereinafter "City," and Sonsray Machinery Ag, a California Corporation, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City wishes to purchase a Dump Trailer (the "Equipment") with warranties as more particularly described, respectively, in Exhibit "A" attached hereto and by this reference made a part hereof under the terms and conditions described hereinafter, and Contractor is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Contractor to purchase the Equipment under the terms and conditions described hereinafter.

3. The full cost of the Equipment shall not exceed \$17,758.63, inclusive of shipment and taxes (the "Price"). The Price shall be payable within thirty (30) days after delivery of the Equipment and City's inspection and approval.

4. Contractor shall deliver the Equipment within 30 calendar days from the possible completion date of October 2022 and subject to City's inspection and acceptance of delivery.

5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy for protection against liability arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, and employees, as additional insureds.

6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, and employees from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner arising out of Contractor's performance or attempted performance of the

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

7. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon written notice to Contractor prior to delivery of the Equipment.

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon service by electronic mail ("email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239; Email - CityClerk@cityofwasco.org and Contractor — Sonsray Machinery Ag, 19474 Industry Parkway Drive, Bakersfield, CA 93308, Phone 661-327-1641, Email - ricardo.torrento@sonsrays.com Either party may change its address or contact information by notice to the other party as described herein.

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

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

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

14. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

17. Subject to the restrictions on assignment in Paragraph 8, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

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

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

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

Sonsray Machinery Ag, a California Corporation,
"**Contractor**"

By: _____ Name:
 Its:



Printed 2022-02-28

Sonsray Machinery Ag
19474 Industry Parkway Drive
Bakersfield CA 93308
United States
661.327.1641



Customer Quote

Page 1 of 1

Name/Company	City Of Wasco	Telephone	
Address	746 8th street	Account Manager	Ricardo Torrento
City/Town, State/Province	Wasco, CA	Location	Bakersfield
Postal/Zip Code	93280	Quote No.	2740
		Quote Date	2022-02-28
		In Effect Until	2022-02-28

Quantity	Description	Price \$
Sales Items		
2022 - New - Felling FT-12 DT-HD Trailer		
Stock No.: n/a Serial No.: N/A		
1	FT-12 DT HD	16405.20
1	ADDED DECK LENGTH 4'	0.00
1	12K SPRING LOADED SIDE WIND JACK	0.00
1	6K AXLES	0.00
1	ST235/80R16E 8 BOLT TIRES	0.00
1	7 POLE RV ELEC.	0.00
1	*** (FREIGHT INCLUDED IN PRICE)***	0.00
Sub-Total		\$16,405.20
Sale Items Subtotal		\$16,405.20
Total Price of Sale Items		\$16,405.20
Balance		\$16,405.20
Tax %		\$1,353.43
Contract Amount		\$17,758.63

Account Manager _____ Accepted by _____

Ricardo Torrento
Cell: 661-903-9133
Email: ricardo.torrento@sonsray.com

CQ



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: March 15, 2022

SUBJECT: Receive and File the Investment Report for the month ended February 28, 2022.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended February 28, 2022.

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 February 28, 2022. 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 at February 28, 2022, was \$52,228,312 compared to \$52,800,400 at January 31, 2022. This is a \$571,088 decrease from the previous month (\$553,234 decrease on the cost basis).

The two main drivers that shifted the cash on hand from January to February was a \$2,500,000 transfer in cash to the Local Agency Investment Fund ("LAIF") and a cashed check totaling \$1.1 million relating to the second quarter of the Kern County Sheriff Contract.

As of February 28, 2022, the City has \$40.3 million (77.30%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.23 % during the quarter (ended December 31, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$7.1 million (13.54%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (2.95 % 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 0.24 % is the average earned by a 3-month Treasury Bill during the month ended February 28, 2022, 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 February 28, 2022 was 0.99%.

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 to this action.

Attachments:

1. Investment Report for the month ended January 31, 2022



Investment Report
Monday, February 28, 2022

	Average Earnings Rate		Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
	this Month	Metrics (3)					
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Avaliable Quarterly	0.31%	37,688,323	37,873,478			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			2,500,000	2,500,000			
Local Agency Investment Fund (LAIF) - Total			40,188,323	40,373,478	7	77.30 %	0.01
<u>Other Cash Pools:</u>							
CSJVRMA Investment Pool	1.24%	0.31%	2,272,195	2,244,347	7	4.30 %	0.00
Cal Trust Short Term Money Market Fund	0.24%	0.31%	1,591,823	1,597,050	1	3.06 %	0.02
Cal Trust Medium Term Money Market Fund	0.53%	1.55%	3,231,857	3,231,477	3	6.19 %	0.00
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>							
Certificates of Deposit	2.65%	1.55%	1,250,000	1,276,095	1,197	2.44 %	0.02
Money Market Funds (February 28, 2022)	0.01%	0.31%	265,341	265,341	1	0.51 %	0.00
Investments current month (February 28, 2022)			48,799,539	48,987,788			0.02
Investments previous month (January 31, 2022)			46,294,397	46,500,499			
Net Investment Increase(Decrease) (February 28, 2022)			2,505,142	2,487,289			
Cash on Hand (February 28, 2022)			5,741,524	5,741,524	1	11.72 %	0.00
Cash Transfer to LAIF			(2,500,000)	(2,500,000)			
			3,241,524	3,241,524			
Cash on Hand previous month (January 31, 2022)			6,299,901	6,299,901	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(3,058,377)	(3,058,377)			
Total Cash and Investments (February 28, 2022)			52,041,063	52,229,312			
Total Cash and Investments previous month (January 31, 2022)			52,594,298	52,800,400			

- (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 .55%

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

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
February 28, 2022

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	253,565.00	205	0.48 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	253,380.00	219	0.48 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	253,615.00	287	0.48 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	257,752.50	563	0.48 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	257,782.50	570	0.48 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,276,095.00	1,197	2.44 %	0.02
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	3/1/2022	265,341	265,341	1	0.51 %	0.00
Total Held by Unionbanc Investment Services					1,515,341	1,541,436	1,198	2.95 %	0.02

(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
Isarel Perez-Hernandez, Finance Director

DATE: March 15, 2022

SUBJECT: Receive and File the Investment Report for the month ended January 31, 2022.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended January 31, 2022.

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 January 31, 2022. 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 at January 31, 2022, was \$52,800,400 compared to \$52,236,570 at December 31, 2021. This is a \$563,830 increase from the previous month (\$637,179 increase on the cost basis).

The \$611,500 increase in cash on hand from December to January was primarily driven by two board of equalization deposits for Sales Taxes, Measure X and a Gas Tax deposit.

As of January 31, 2022, the City has \$37.8 million (71.69%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.23 % during the quarter (ended December 31, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$7.1 million (13.45%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (2.93 % 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 0.15 % is the average earned by a 3-month Treasury Bill during the month ended January 31, 2022, and the long and medium-term benchmark of 0.41 % 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 January 31, 2022 was 0.55%.

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 to this action.

Attachments:

1. Investment Report for the month ended January 31, 2022



Investment Report
Monday, January 31, 2022

	Average Earnings Rate		Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
	this Month	Metrics (3)					
Investments							
Local Agency Investment Fund (LAIF) - Beginning	0.23%	0.15%	37,688,323	37,852,740			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-			
Local Agency Investment Fund (LAIF) - Total			37,688,323	37,852,740	7	71.69 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.13%	0.15%	2,270,022	2,256,031	7	4.27 %	0.00
Cal Trust Short Term Money Market Fund	0.14%	0.15%	1,591,534	1,598,351	1	3.03 %	0.03
Cal Trust Medium Term Money Market Fund	0.47%	1.12%	3,230,527	3,246,185	3	6.15 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)							
Certificates of Deposit	2.93%	1.12%	1,250,000	1,283,203	1,449	2.43 %	0.03
Money Market Funds (January 31, 2022)	0.01%	0.15%	263,991	263,991	1	0.50 %	0.00
Investments current month (January 31, 2022)			46,294,397	46,500,499			0.03
Investments previous month (December 31, 2021)			46,268,717	46,548,168			
Net Investment Increase(Decrease) (January 31, 2022)			25,680	(47,669)			
Cash on Hand (January 31, 2022)			6,299,901	6,299,901	1	13.55 %	0.00
Cash Transfer to LAIF			-	-			
			6,299,901	6,299,901			
Cash on Hand previous month (December 31, 2021)			5,688,401	5,688,401	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			611,500	611,500			
Total Cash and Investments (January 31, 2022)			52,594,298	52,800,400			
Total Cash and Investments previous month (December 31, 2021)			51,957,118	52,236,570			

- (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 .55%

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

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
January 31, 2022

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	254,425.00	233	0.48 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	254,200.00	247	0.48 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	254,490.00	315	0.48 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	260,030.00	591	0.48 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	260,057.50	598	0.48 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,283,202.50	1,449	2.43 %	0.03
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	2/1/2022	263,991	263,991	1	0.50 %	0.00
Total Held by Unionbanc Investment Services					1,513,991	1,547,193	1,450	2.93 %	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
Isarel Perez-Hernandez, Finance Director

DATE: March 15, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Zero-Emission Bus Purchase Project, \$65,925.00.

Recommendation:

Staff recommends the City Council receive and file this report and approve a Resolution of the City Council of the City of Wasco authorizing the execution of the Certifications and Assurances and Authorized Agent forms for the Low Carbon Transit Operations Program (LCTOP) for the following project: Zero-Emission Bus Purchase Project, \$65,925.00.

Background:

LCTOP funds are to be expended by transit agencies on operating and capital assistance that reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds are to be used to enhance or expand transit service directly, increase transit mode share, or purchase zero-emission buses and the equipment and infrastructure necessary to operate and support such vehicles. The purpose of this resolution is to authorize: the submittal of the application for LCTOP funds; and the City Manager to execute the Certifications and Assurances and Authorized Agent forms.

Fiscal Impact:

There is no immediate fiscal impact to this action. Receipt and expenditure of these funds will require future Council budget action.

Attachments

1. Resolution
2. KernCOG Apportionment Schedule
3. Capital Improvement Program: Project No. 20205 – Zero Emission Bus

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: ZERO-EMISSION BUS PURCHASE PROJECT, \$65,925.00

WHEREAS, the City of Wasco is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Wasco wishes to delegate authorization to execute these documents and any amendments thereto the City Manager or Designee.

WHEREAS, the City of Wasco wishes to implement the following LCTOP project listed above,

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

SECTION 1: That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

SECTION 2: That the City Manager or his Designee be authorized to execute all required documents of the LCTOP program and any amendments thereto with the California Department of Transportation.

SECTION 3: That it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2021-2022 LCTOP funds:

Project Name: Zero-Emission Bus Purchase Project

Amount of LCTOP Funds Requested: \$65,925.00

Short Description of Project: Purchase one new zero-emission transit bus with LCTOP funds rolled over from FY2020-21 through FY 2023-24.

Benefit to a Priority Population: The zero-emission bus will be physically located in and benefit a disadvantaged and low-income community (per SB 535 and AB 1550). It will reduce criteria for air pollutant emissions in Wasco, which is ranked

at the 82nd percentile for ozone pollution and the 98th percentile for PM_{2.5} pollution (per CalEnviroScreen 4.0).
Amount to benefit Priority Populations: \$65,925.00
Contributing Sponsors: Kern Council of Governments

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on March 15, 2022, 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

Low Carbon Transit Operations Draft Program Attachment

"A"

Program of Projects		Kern County		FY 2022/2023	
Agency	Project Description	99313	99314	Total apportionment	Project Amount
Arvin		\$53,681	\$1,049	\$54,730	\$0
California City		\$34,431	\$435	\$34,866	\$0
Delano	Free transit fares	\$124,533	\$4,715	\$129,248	\$0
GET	Free transit fares	\$1,347,871	\$99,259	\$1,447,130	\$0
Kern Transit		\$397,595	\$20,160	\$417,755	\$0
McFarland		\$34,246	\$204	\$34,450	\$0
Ridgecrest		\$72,157	\$2,687	\$74,844	\$0
Shafter		\$49,862	\$971	\$50,833	\$0
Taft		\$17,416	\$6,077	\$23,493	\$0
Tehachapi		\$29,281	\$477	\$29,758	\$0
Wasco		\$65,388	\$537	\$65,925	\$0
Regional Totals		\$2,226,462	\$136,571	\$2,363,033	\$0
Regional Surplus				Regional Surplus Amt.	

PROJECT NO. 20205 - ZERO EMISSION BUS

Project Summary: Purchase a new zero emissions Dial-a-Ride bus

Total Project Cost: \$225,000

Justification: In order to comply with the state emissions standards for public transit agencies to convert existing transit vehicles to low or no emissions vehicles by 2040. The purchase of this new vehicle will be leveraged with grant funds provided by the Low Carbon Transit Operations Program and through the use of State Transit Assistance TDA funds. This purchase has been delayed to obtain and install Charging infrastructure first.



Goal and Policy Links: Create a neighborly and safe community and be an efficient government

Project Costs and Funding Sources:

	Project Costs by Phase						
	Prior Years	2021-22	2022-23	2023-24	2024-25	2025-26	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition						225,000	225,000
Total	-	-	-	-	-	225,000	225,000

	Project Funding Sources						
	Prior Years	2021-22	2022-23	2023-24	2024-25	2025-26	Total
TDA Funds						225,000	225,000
							-
							-
Total	-	-	-	-	-	225,000	225,000

Project Effect on the Operating Budget: Reduce number of unexpected major repairs associated with aging fleet.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: March 15, 2022

SUBJECT: Adopt a Resolution Approving an Employment Agreement with Alberto Martinez as Deputy Public Works Director, Water Operations for an amount of \$94,053.44.

Recommendation:

Staff recommends adopting a Resolution approving an Employment Agreement between Alberto Martinez as Deputy Public Works Director, Water Operations, and the City of Wasco.

Discussion:

The City would like to contract Alberto Martinez as Deputy Public Works Director, Water Operations. Mr. Martinez is currently serving as Lead Wastewater Operator for the City of Delano, and Chief Plant Operator for Americans Reach Out Utilities Services. Mr. Martinez holds a Grade V Wastewater Treatment Plant Operator, Grade II Water Treatment Plant Operator certification, and is currently working on a Degree in Finance at Taft College. Mr. Martinez's employment agreement will be for an initial term of three years with a salary of \$94,053.44. His other terms and benefits are similar to those of other current and previous department directors. The employment agreement has been developed by the City's employment law attorney and reviewed by the City Attorney.

The Public Works department is responsible for managing/overseeing engineering, construction, operation, and maintenance services to the City's infrastructure system, including streets, water, wastewater and storm drainage systems, and animal control services. The Department also provides sanitation services as well as internal services such as fleet and facilities maintenance. It is crucial to have directors who can understand the technical aspects of Water, Wastewater, Engineering, and Construction. and the needs of our residents and customers. More importantly, department directors need to have a "big-picture" perspective to help guide the community into the future. They must be willing and capable of working in a collaborative manner with people at all levels within the organization, as well as be able to communicate and engage with the community, the City's executive leadership team, and the City Council.

Wasco Municipal Code states:

"2.04.130 Powers and duties--Appointment and removal. It shall be the duty of the city manager to, and he shall appoint, remove, promote and demote any and all officers and employees of the city, excepting elected officers and the city attorney. The city manager shall enter into a contract in writing on behalf of the city with all department heads in a form approved by the city council."

Fiscal Impact:

The estimated fiscal impact is equal to the current and future annual budget appropriation for salary and benefits relating to the Employment Agreement.

Attachments:

1. Agreements
2. Resolution

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE EMPLOYMENT AGREEMENT BETWEEN ALBERTO MARTINEZ, AND THE CITY OF WASCO.

WHEREAS, the City wishes to employ Alberto Martinez as Deputy Public Works Director, Water Operations; and

WHEREAS, said agreement will be made in the form and manner prescribed to other Director Level employees; and,

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

NOW THEREFORE BE IT RESOLVED,

SECTION 1: Approves the employment agreement for Alberto Martinez as Deputy Public Works Director, Water Operations.

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

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on March 15, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

**EMPLOYMENT AGREEMENT NO. 2022 -
CITY OF WASCO DEPUTY PUBLIC WORKS DIRECTOR, WATER OPERATIONS**

This Employment Agreement (“Agreement”) is made by and between the City of Wasco, a California municipal corporation, (“the City”), and Alberto Martinez, an individual (“Employee;” collectively, “the parties”). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Deputy Public Works Director, Water Operations (the “Classification”), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent upon successfully passing pre-employment drug testing, criminal background check and/or general reference check and Employee’s acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

1. INCORPORATION. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. HIRE; COMMENCEMENT OF EMPLOYMENT. The City hereby hires Employee as Deputy Public Works Director, Water Operations (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee’s first day of work in the Classification, whichever is later.

3. TERM OF EMPLOYMENT. The Term of this Agreement shall begin on the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later, and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

4. AT-WILL EMPLOYEE. Employee understands that he/she is an employee “at-will” under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee’s position and may terminate this Agreement and the employment

relationship with or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City. Employee specifically relinquishes any protections, privileges, or perquisites that have or had any effect on the “at-will” nature of his/her employment.

5. DUTIES AND AUTHORITY. Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or the City Manager’s designee, may require from time to time.

5a. HOURS OF WORK. Employee’s position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee’s presence and the performance of Employee’s duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

6. PLACE OF EMPLOYMENT. Unless the parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City’s place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. The City may from time to time require Employee to travel to other locations as necessary to discharge Employee’s duties and or the duties/requirements of the Classification.

7. EMPLOYEE'S OBLIGATIONS. During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee’s full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee’s best efforts to promote the City’s interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. The City retains the right to amend said authorization, place further condition, or revoke authorization if in the opinion of the City the outside employment actually or potentially is in conflict with or inimical to, or interferes with, his/her duties and responsibilities to the City.

7a. RESIDENCY WAIVED. The City waives any requirement that Employee’s residence within the City of Wasco be a term or condition of Employee’s employment.

8. **EVALUATIONS.** Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

9. **SALARY AND BENEFITS.**

A. **Salary:**

(1) **Base Salary.** The City shall pay Employee a base salary of ninety-four thousand fifty-three dollars and forty-four cents (\$94,053.44) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

(2) **Expenses.** The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. All expenses must be supported by documentation meeting Employer's normal requirements and should be submitted within time limits established by Employer.

B. **Employment Benefits.** In addition to base salary, the City shall provide to Employee the following benefits:

(1) **Holidays.** Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) **Other Leave Benefits.** Employee shall receive the following additional paid and unpaid leave benefits:

(a) **Vacation.** Employee shall accrue vacation time at a rate of 6.16 hours per bi-weekly pay period; however, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may "cash-out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash-out" process to create a negative

vacation balance.

(b) Sick Leave. Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash-out" or other compensation therefore will be provided to Employee.

(c) Administrative/Executive Leave. Employee shall be entitled to fifty-six (56) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On each anniversary of this agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks of each year, Employee shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Administrative Leave.

(3) Group Medical, Dental, Life Insurance. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.

(4) Social Security. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.

(5) PERS Retirement. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee shall participate in PERS at the formula and level of 2% @ 62 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.

(6) Uniform/Boot Allowance. The City shall provide Employee with an annual allowance for uniform/boot purchase by Employee in the amount of three hundred dollars (\$300.00), which shall be payable on the payday following the execution of this Agreement and on each payday immediately following the anniversary Employee's execution of this Agreement.

(7) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses

as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the American Public Works Association (APWA) and its California affiliate chapter(s), the American Water Works Association (AWWA) and its California-Nevada affiliate chapter(s), the California Water Environment Association (CWEA), and the California League of Cities.

(9) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.

(10) Bonding. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.

(11) Cell Phone. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same. Employee understands that the "smartphone" is subject to the provisions of the Brown Act and agrees to comply with same. Upon termination of Employee's employment with the City, or upon malfunction or cessation of function of the "smartphone," Employee shall immediately return the "smartphone" to the City.

(12) Other Fringe Benefits. Except as otherwise expressly provided in this Agreement, Employee shall be eligible for no other fringe benefits.

(13) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

10. TERMINATION OF AGREEMENT.

A. Termination without Cause. The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for “Cause” as defined below, Employee shall also receive, in specific exchange for Employee’s execution of a waiver of any and all claims against the City arising from Employee’s employment, Severance Pay equal to (a) (i) one month of COBRA premiums (in an amount necessary to continue Employee’s enrollment in the plan in which Employee was enrolled at the time of termination) if Employee has completed less than one year of service; (ii) two months of COBRA premiums if Employee has completed between one and two years of service; or (iii) three months of COBRA premiums if Employee has completed two years of service or more; as well as (b) the lesser of the following (i) Employee’s salary for the remainder of the Term; or (ii) one month’s salary if Employee has completed less than one year of service; or (iii) two months’ salary if Employee has completed between one and two years of service; or (iv) three months’ salary if Employee has completed two years of service or more. Employee understands and acknowledges that Employee will not receive the sums set forth herein until and unless Employee executes such waiver. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contendere to, a felony;
2. Conviction of a misdemeanor arising out of Employee’s duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee’s duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City’s interests.
7. Failure by Employee to obtain the “D3 Water Operator” certification within twenty-

four (24) months of execution of this Agreement, unless this requirement is waived or delayed in writing by Employer pursuant to the NOTICE provisions herein.

C. **Abuse of Office:** In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

D. **Termination Due to Disability.** If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder, may be terminated.

E. **Disputes.** Except as otherwise mutually agreed, and unless otherwise precluded by law, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the parties will alternate striking names until one person is left who shall be designated as the arbitrator.

11. **ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

12. **REVIEW.** Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.

13. **GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

14. **MUTUALLY DRAFTED.** For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

15. HEADINGS, CAPTIONS. The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

16. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

17. WAIVER. Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

18. NO AMENDMENT EXCEPT IN WRITING. No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.

19. NOTICES. Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. Employee agrees to keep the City apprised as to Employee's proper address at all times. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

This Agreement, which consists of eight pages in nineteen (19) numbered sections, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

CITY OF WASCO

Print Name

City Manager

Signature

Signature

Date: _____, 2022

Date: _____, 2022