



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, May 3, 2022 – 6:00 pm.

Via Zoom Webinar

www.cityofwasco.org

IMPORTANT NOTICE REGARDING MAY 3, 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

Members 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/89065768616>

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: **890 6576 8616**

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:** Manuel Cantu, Lifehouse Church

5) PRESENTATIONS:

- a. Proclamation for 53rd Annual Professional Municipal Clerks Week May 1-7, 2022.

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

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 April 19, 2022, Regular Meeting.
- b. Receive and file departments bill pay totaling \$169,422.61.
- c. Adopt a Resolution to Authorize the City Manager or his Designee to Enter into an Agreement between the City of Wasco and Willdan Financial Services to Conduct an Impact Fee Study for the City of Wasco.
- d. Rejection of Bid received for the City of Wasco Janitorial Services Published on March 06, 2022.
- e. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute an Agreement with Toter, LLC, a subdivision of Wastequip, in the amount of \$ 24,961.50 to purchase 312 96-gallon refuse carts via Sourcewell and Toter's Contract #171717.

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt a Resolution to Authorize the City Manager or his designee to enter into an agreement between the City of Wasco and Gladwell Governmental Services Inc. for Consulting Services for Elections. (Hurlbert)

13) REPORTS FROM COMMISSION AND COMMITTEES:

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

14) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

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

15) REPORTS FROM CITY MANAGER:

16) REPORTS FROM CITY COUNCIL:

17) CLOSED SESSION:

a. Approved Closed Session meeting minutes for April 19, 2022.

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Section 54956.9

18) CLOSED SESSION ACTION: NONE

19) ADJOURNMENT:

This is to certify that this agenda was posted at or before 6:00 pm at Wasco City Hall on April 29, 2022. The agenda is also available on the City website at www.cityofwasco.org

Monica Flores

Monica Flores, Deputy City Clerk

All agenda item supporting documentation is available for public review on 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

Tuesday, April 19, 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 6:08 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

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.

3) FLAG SALUTE: Led by Mayor Reyna

4) INVOCATION: by Paul Hernandez, Freewill Baptist Church.

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)

City Manager Hurlbert gave an oral report.

No public comments

Motion was made by Council Member Garcia, **seconded** by Council Member Lynch, 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. Community Service Award Recognition to Sharon Nicol and Nancy Waterhouse

Mayor Reyna presented the recognition certificate to Sharon Nicol and Nancy Waterhouse.

15) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

- a. Kern County Fire Department (Appleton)
Fire Chief Joe Appleton gave an oral report.

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 the 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 Special Meeting Minutes for April 2, 2022
- b. Receive and file departments bill pay totaling \$1,602,273.97
- c. Adopt a Resolution Approving the Amended City Annual Calendar for the 2022 Calendar Year.
Reso#2022-3718
- d. Adopt A Resolution Approving the Submittal of an Application to PG&E Better Together Giving Program and Authorize the City Manager or his Designee as the Signature Authority for the Execution of the Grant Agreement and any Amendments Thereto.
Reso#2022-3719

No public comments.

Motion was made by Mayor Reyna, **seconded** by Council Member Lynch, 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:

- a. Conduct a public hearing to receive oral comments concerning unmet transit needs, consider comments, if any, and adopt Resolution Establishing Unmet Transit Needs Finding for the Fiscal Year 2022-2023.

Reso#2022-3720

City Clerk Martinez gave an oral presentation.

Mayor Reyna opened the public hearing at 6:33 pm.

No public comments.

Mayor Reyna closed the public hearing at 6:34 pm.

Motion was made by Council Member Garcia, **seconded** by Mayor Reyna, to approve item 11a by the following roll call vote:

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

- b. Conduct a Public Hearing and Adopt a Resolution Approving the 5-year solid waste rate adjustment schedule for customers of record (property owners or tenants).

Reso#2022-3721

Comments by City Manager Hurlbert.

Mayor Reyna opened the public hearing at 6:40 pm.

No public comments.

Mayor Reyna closed the public hearing at 6:41 pm.

City Clerk Martinez explained the tabulation process and mentioned there would be no attempts to validate the protest letters at the time of tallying the letters, only to determine the number of protest letters received. She stated that there were a total of net parcels of 5,474, and to meet the majority of protests, a total amount of 50%+1, which is 2,738 protest letters.

City Clerk Martinez proceeded to tally the protest letters. An insufficient majority of protest letters were received, totaling 183, and ended the protest process.

Motion was made by Council Member Garcia, **seconded** by Council Member Martinez, to adopt a Resolution approving the 5-year solid waste rate adjustment schedule for customers of record by the following roll call vote:

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

Mayor Reyna adjourned the meeting for a five-minute recess at 7:22 pm.

Mayor Reyna resumed the meeting at 7:28 pm.

12) DEFERRED BUSINESS:

- a. Adopt a Resolution upholding or a Resolution overturning the City of Wasco Planning Commission's decision to deny an extension request for Conditional Use Permit 18-06, A Conditional Use Permit to allow off-site alcohol sales at a new 24-hour convenience store and service station at 1300 Highway 46. (Cobb)

Reso#2022-3722

Oral report by Community Development Director Cobb.

Public comments by:

- Gary Langley
- Anthony Oliveri

Motion was made by Mayor Reyna, **seconded** by Council Member Garcia, to overturn the Planning Commission's decision to deny an extension request for Conditional Use Permit 18-06, A Conditional Use Permit to allow off-site alcohol sales at a new 24-hour convenience store and service station at 1300 Highway by the following roll call vote:

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

13) NEW BUSINESS:

- a. Nomination and Appointment of a Representative and Alternate Representative to serve on the San Joaquin Valley Air Pollution Control District Special City Selection Committee.

Oral presentation by City Clerk Martinez.

No public comments.

Mayor Reyna nominated Council Member Martinez for the Alternate position and affirmed Council Member Garcia as the Representative.

Motion was made by Mayor Reyna, **seconded** by Council Member Garcia, to appoint Council Member Garcia as a Representative and to appoint Council Member Martinez as an Alternative to serve on the San Joaquin Valley Air Pollution Control District Special City Selection Committee by the following roll call vote:

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

- b. Nomination and Appointment of second Council Member to serve on an ad hoc Council Committee regarding California High-Speed Rail Authority issues.

City Manager Hurlbert gave an oral presentation.

No public comments.

Council Member Martinez nominated Council Member Lynch to serve on the ad hoc committee.

Motion was made by Council Member Martinez, **seconded** by Council Member Garcia, to appoint Council Member Lynch to serve on the ad hoc Council Committee regarding California High-Speed Rail Authority issues by the following roll call vote:

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

- c. Receive updates regarding California High-Speed Rail Authority issues, and authorize the City Manager to continue agreement negotiations. (Hurlbert)

PowerPoint presentation by City Manager Hurlbert

- Wasco High-Speed Rail April 2022 Update

No public comments.

Informational item only; no action

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 & Reyna)
No reports

15) REPORTS FROM THE PUBLIC SAFETY DEPARTMENTS:

- b. Kern County Fire Department (Appleton)
Item 15 to be moved to item 6 presentation per Chief Appleton's request.
- c. Kern County Sheriff Department (Shinn)
Sargent Shinn gave a PowerPoint presentation on recent crimes.
 - Announced on Thursday, April 28, 2022, Wasco deputies will be serving coffee at Starbucks in Wasco from 10:00 a.m. to 12:00 p.m.

16) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Dial A Ride is on track for a soft start next month, and staff continues to recruit for an additional driver and implement a new dispatch system.

- Staff received an evaluation camera system and install it to begin testing the equipment during the soft opening. If all goes well, the equipment can be ordered and moved to the new electric vans once we receive them in the future.
- Attended the League of California Cities General Membership Meeting in Coalinga, California, on Thursday, April 14, 2022, with Mayor Pro Tem Pallares and Council Members Garcia and Lynch.
- Notified he has been accepted to the League of California Cities City Managers Working Group on Sales Tax Reform Committee.

17) REPORTS FROM THE CITY COUNCIL:

Mayor Pro Tem Pallares:

- Thanked the Public Works Department staff for repairing a water line break at his residence and a provided a temporary repair for his driveway.

Council Member Garcia:

- Thanked Sergeant Shinn for his report presentation. He suggests discussion at a future meeting regarding tools to be proactive for catalytic converters' thefts.

Council Member Lynch:

- Attended the League of California Cities General Membership Meeting in Coalinga, California, on Thursday, April 14, 2022, with City Manager Hurlbert, Mayor Pro Tem Pallares, and Council Member Garcia

Council Member Martinez:

- The deadline to submit the Veteran's Banner Program application will be the last day of April 2022. Encouraged the public to sponsor a Veteran's banner at 80 dollars each for Deputy Sheriff Phillip Campas and local Wasco residents.

Mayor Reyna:

- Announced there were six additional Veterans banner applications received before the last deadline.
- Attended the Rose Garden Project on Saturday, April 9, 2022, and thanked Sharon Nicol, Nancy Waterhouse, and all the volunteers for their hard work.
- Thanked staff for their hard work with reports and preparing for the meeting.

Mayor Reyna adjourned into Closed Session at 8:55 PM

Mayor Reyna adjourned out of Closed Session at 9:21 PM.

Council Member Garcia logged off at 9:21PM after the Closed Session and did not join Regular session.

18) CLOSED SESSION:

- a. Approved Closed Session meeting minutes for March 1, 2022.
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Section 54956.9

19) CLOSED SESSION ACTION:

City Attorney Schroeter reported out.

- a. Approved Closed Session meeting minutes for March 1, 2022.

Motion was made by Reyna, **seconded** by Garcia, to approve the March 1, 2022, Closed Session Meeting Minutes by the following roll call vote:

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

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Section 54956.9

No reportable action

20) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 9:24 p.m.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

Bill Pay

Council Meeting: May 03, 2022

WARRANTS	AMOUNTS
G041322	74,900.20
G041422	23.23
G041122	6,458.05
G042022	27,468.88
G041822	40,518.34
WF033122	20,053.91
Grand Total	169,422.61

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel
Perez-Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.org
C = US O = City of Wasco
Date: 2022.04.28 08:40:
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	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G041322	CITY OF WASCO/PUBLIC TRANSIT	1683	10074	23265	MAR 2022: CNG FUEL - SANITATION	3,214.60
2	G041322	FED EX	123	7-718-05279	23271	FREIGHT 04/07/22	28.22
3	G041322	GENERAL OFFICE MACHINE COMPANY	1195	18603	23273	COPIER METER READING 03/01/22-04/01/22	348.01
4	G041322	PG & E COMPANY	85	35931967851 04/05/22	23284	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 04/05/22	499.73
5	G041322	PG & E COMPANY	85	44600014086 04/08/22	23284	UB CENTRAL AVE & HWY 46 NW 04/08/22	103.88
6	G041322	PG & E COMPANY	85	54155040196 04/07/22	23284	UB CENTRAL AVE & HWY NW FLASHING BEACON 04/07/22	12.88
7	G041322	QUADIENT FINANCE USA,INC	1844	16659399	23285	2 GAL BOTTLES SURE SEAL FOR POSTAGE MACHINE	46.24
8	G041322	ACCOUNTEMPS	268	59746177	23254	TEMP M. SOLORIO WE 04/01/22	1,191.20
9	G041322	ACCOUNTEMPS	268	59791156	23254	TEMP M. SOLORIO WE 04/08/22	892.77
10	G041322	AFFINITY TRUCK CENTER	405	F013241028:01	23255	DISPOSAL #21: CLUTCH PEDAL & SPRING	86.66
11	G041322	AFFINITY TRUCK CENTER	405	F013239353:01	23255	DISPOSAL #13: WHEEL SEAL	46.14
12	G041322	AMAZON CAPITAL SERVICES, INC	4968	16FR-16M3-TMTC	23256	PVC GLOVES PACK & NON-SLIP PAINT	358.92
13	G041322	AMAZON CAPITAL SERVICES, INC	4968	1YKG-R74R-H9MR	23256	RETURN/CREDIT FROM INV:16TCW4QQ-TJJY	(15.14)
14	G041322	AMERICAN REFUSE INC	183	233584	23257	APRIL-JUNE 2022 @ 801 8TH ST - RECYCLE CART	21.51
15	G041322	AMERICAN REFUSE INC	183	233585	23257	APRIL-JUNE 2022 @ 746 8TH ST: RECYCLE CART	21.51
16	G041322	AMERICAN REFUSE INC	183	234315	23257	APRIL 2022 3YD BIN RECYCLE @ 801 8TH ST	81.81
17	G041322	ANG REGION 1, LLC	5116	6224	23258	MARCH 2022: CNG FUEL COST	998.04
18	G041322	ATLAS COPCO COMPRESSORS LLC	2391	1122032158	23259	CNG DISPENSER REPAIRS	7,904.02
19	G041322	BHT ENGINEERING, INC	5134	22-139	23260	CENTRAL & FILBURN WIDENING	480.00
20	G041322	BHT ENGINEERING, INC	5134	22-140	23260	GENERAL ENGINEERING	460.00
21	G041322	BHT ENGINEERING, INC	5134	22-141	23260	CMAQ PALM AVE	14,630.00
22	G041322	BRIGHT HOUSE NETWORK, LLC	68	064162402033022	23261	INTERNET SRVCS 03/28/22-04/27/22	226.69
23	G041322	CALIFORNIA BUILDING STANDARDS COMMISION	2575	GREEN FEES JAN-MAR22	23262	JAN-MAR 2022: GREEN FEES	370.80
24	G041322	CALLTOWER, INC	5098	201021783	23263	APR 2022: PHONE SERVICES	47.36
25	G041322	CENTRAL VALLEY COMMERCIAL BROKERS, INC	5738	ESCROW: 030443-YB	23264	COMMISSION 2% 8307 7TH ST WASCO ESCROW:030443-YB	2,500.00
26	G041322	CLEAN STRIDE LLC	5289	3437	23266	MARCH 2022 JANITORIAL SERVICE	6,197.00
27	G041322	CUMMINS INC	376	Y8-19341	23267	CITY HALL: WARNING LIGHTS ON GENSET	793.99
28	G041322	CUMMINS INC	376	Y8-19342	23267	4TH & POPLAR: WARNING LIGHT ON GENSET	1,097.96
29	G041322	DEE JASPAR AND ASSOCIATES, INC	378	22-03051	23268	TASK #6: PUMP & WATER SYSTEM EVALUATION	238.50
30	G041322	DEE JASPAR AND ASSOCIATES, INC	378	22-03052	23268	WELL #15 PROJECT	159.00
31	G041322	DEE JASPAR AND ASSOCIATES, INC	378	22-03053	23268	WELL 16 STORAGE TANK & BOOSTER PUMP STATION	159.00
32	G041322	DEPARTMENT OF CONSERVATION	273	SMI FEES JAN-MAR 22	23269	JAN-MAR 2022:SMI FEES	923.02
33	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30917	23270	Neomi-Mitel Server Not Loading	95.00
34	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30918	23270	Neomi-Sony RealShot Manager Advanced	47.50
35	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30919	23270	Neomi-Maria Lara's Email Restricted	253.75
36	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30920	23270	Neomi-Microsoft 365 Administrator Access	85.00
37	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30921	23270	Neomi-Computer COW-CH-11	85.00
38	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30922	23270	Neomi-Can Not receive External emails citytreasure	142.50
39	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30923	23270	Neomi-COW-SC-01 not backing up	1,082.50
40	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30924	23270	Neomi-Email Issues	190.00
41	G041322	DIAMOND TECHNOLOGIES, INC.	2724	30916	23270	Bi-Monthly Maintenance - Server February 2022	1,413.75
42	G041322	GARDAWORLD	4266	10686921	23272	APR 2022: ARMORED CAR SRVCS	439.95
43	G041322	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	1789	23274	MARCH 2022 BIOSOLIDS LOAD	3,866.55

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
44	G041322	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	40915	23275	CITY OF WASCO FRESH WATER	628.64
45	G041322	JEFFRIES BROS., INC	140	104792	23276	DISPOSAL #GEN: 153 GAL OF HYDRAULIC OIL	1,399.51
46	G041322	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL APR 2022	23277	APR 2022:LANDFILL FEES	13,791.84
47	G041322	KERN MACHINERY	4011	101-947809	23278	STREETS #108: CUTTING BLADE PULLY WASHERS & NUT	81.87
48	G041322	KNIGHT'S PUMPING & PORTABLE SERVICE	4798	0000126791	23279	4/5/22-5/2/22: PORTABLE TOILET @ GW SITE	60.68
49	G041322	M & S SECURITY SERVICES	4445	78242	23280	Q2 2022 ALRM MNTR-CITY HALL	135.00
50	G041322	M & S SECURITY SERVICES	4445	78240	23280	Q2 2022 ALRM MNTR-WWT	330.00
51	G041322	M & S SECURITY SERVICES	4445	78244	23280	Q2 2022 ALRM MNTR-PW	135.00
52	G041322	M & S SECURITY SERVICES	4445	78239	23280	Q2 2022 ALRM MNTR-ANIMAL CONTROL	165.00
53	G041322	M & S SECURITY SERVICES	4445	78243	23280	Q2 2022 ALRM MNTR-FIN & PLAN	135.00
54	G041322	M & S SECURITY SERVICES	4445	78241	23280	Q2 2022 ALRM MNTR-COURT HOUSE	165.00
55	G041322	M & S SECURITY SERVICES	4445	78306	23280	Q2 2022 ALRM MNTR-SHOP MAIN	135.00
56	G041322	M & S SECURITY SERVICES	4445	78305	23280	Q2 2022 ALRM MNTR-SHOP	135.00
57	G041322	M & S SECURITY SERVICES	4445	71481	23280	Q2 2021 ALRM MNTR-ANIMAL	165.00
58	G041322	OFFICE DEPOT, INC	33	236067855001	23281	OFFICE SUPPLIES FOR FINANCE	54.54
59	G041322	OFFICE DEPOT, INC	33	236971900001	23281	OFFICE SUPPLIES FOR FINANCE	272.06
60	G041322	PACE ANALYTICAL SERVICES, INC	5694	B444905	23282	WTR SAMPLE TEST: 3/15/22 BACTERIOLOGICAL	98.00
61	G041322	PACE ANALYTICAL SERVICES, INC	5694	B444906	23282	WTR SAMPLE TEST: 3/15/22 WELL #10,#8,#14 BACTERIOLOGICAL	42.00
62	G041322	PACE ANALYTICAL SERVICES, INC	5694	B444912	23282	WTR SAMPLE TEST: 3/17/22 BACTERIOLOGICAL	14.00
63	G041322	PACE ANALYTICAL SERVICES, INC	5694	B444978	23282	WTR SAMPLE TEST: 3/22/22 BACTERIOLOGICAL	84.00
64	G041322	PACE ANALYTICAL SERVICES, INC	5694	B445182	23282	WTR SAMPLE TEST: 3/24/22 WELL #11,#12 DRINKING WTR	146.00
65	G041322	PACE ANALYTICAL SERVICES, INC	5694	B445944	23282	RETURN/CREDIT FROM INV:B444302	(124.00)
66	G041322	PACE ANALYTICAL SERVICES, INC	5694	B445234	23282	WW SAMPLE TEST: 3/25/22 INFLUENT MONITORING	70.00
67	G041322	PACE ANALYTICAL SERVICES, INC	5694	B445505	23282	WTR SAMPLE TEST: 3/29/22 BACTERIOLOGICAL	98.00
68	G041322	PACE ANALYTICAL SERVICES, INC	5694	B445572	23282	WTR SAMPLE TEST: 3/31/22 WELL #11 DRINKING WTR	10.00
69	G041322	PETTY CASH/ANNEX	88	PETTY CASH/ANNEX2022	23283	PETTY CASH TO FINANCE 07/28/21 & 12/21/21	369.00
70	G041322	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S162967	23286	22/23 ANNUAL PERMIT TO OPERATE WW PLANT	1,557.00
71	G041322	SANDOVAL INDUSTRIES LLC	1180	2701	23287	BOTTLE RENT 3/31/22	16.24
72	G041322	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	22040	23288	QUARTERLY GROUNDWATER REPORTS 2022	1,750.00
73	G041322	WILLIAM C. STATLER	5136	5	23289	FEB & MAR 2022: COMPENSATION EXPENSES	1,155.00
74	G041322 Total						74,900.20
75	G041422	CARLOS ALANIZ	5718	1203-0140023350	23251	RFND CREDIT 0140023350-1203	23.23
76	G041422 Total						23.23
77	G041122	COLEMAN FROST LLP	4860	13718	23252	FEB 2022: LEGAL SERVICES	600.00
78	G041122	CUMMINS INC	376	Y8-17001	23253	CENTRAL & MARGALO: ANNUAL SERVICE FOR GENERATOR	342.96
79	G041122	CUMMINS INC	376	Y8-17002	23253	CITY HALL: ANNUAL SERVICE INSPECTION FOR GENERATOR	354.88
80	G041122	CUMMINS INC	376	Y8-17003	23253	PW CITY YARD: ANNUAL SERVICE INSPECTION-GENERATOR	354.88
81	G041122	CUMMINS INC	376	Y8-17075	23253	POSO WELL #8: ANNUAL SERVICE FOR GENERATOR	354.88
82	G041122	CUMMINS INC	376	Y8-17076	23253	VALLEY ROSE: ANNUAL SERVICE FOR GENERATOR	294.96
83	G041122	CUMMINS INC	376	Y8-16400	23253	BAYMEADOW & POPLAR: ANNUAL SERVICE FOR GENERATOR	500.63
84	G041122	CUMMINS INC	376	Y8-17692	23253	4TH & POPLAR: ANNUAL SERVICE FOR GENERATOR	864.52
85	G041122	CUMMINS INC	376	Y8-17693	23253	CITY ANNEX: ANNUAL SERVICE FOR GENERATOR	868.48
86	G041122	CUMMINS INC	376	Y8-17694	23253	IRIS WELL SITE: ANNUAL SERVICE FOR GENERATOR	961.85
87	G041122	CUMMINS INC	376	Y8-17695	23253	MCCOMBS GENSET: ANNUAL SERVICE FOR GENERATOR	960.01
88	G041122 Total						6,458.05
89	G042022	PG & E COMPANY	85	02579048568 04/13/22	23308	UB 2692 GRAPEVINE LN 04/13/22	13.81
90	G042022	PG & E COMPANY	85	20533184923 04/13/22	23308	UB SW SE SE 11 27 24 N/S POSO.25M W/O PALM 4/13/22	3,763.16
91	G042022	PG & E COMPANY	85	21147131763 04/15/22	23308	UB STREET LIGHT TRACT 7311-4 FILLBURN 04/15/22	21.67
92	G042022	PG & E COMPANY	85	29915249253 04/14/22	23308	UB 810 8TH ST COURTHOUSE 04/14/22	56.76
93	G042022	PG & E COMPANY	85	34334121893 04/14/22	23308	UB 25' N/O FILBURN ON BECKES 04/14/22	10.55
94	G042022	PG & E COMPANY	85	58161952393 04/12/22	23308	UB MCCOMBS & GRIFFITH SE COR WATER#12 04/12/22	5,004.53
95	G042022	PG & E COMPANY	85	83658717562 04/15/22	23308	UB ANNEX PARKING LIGHT 04/15/22	11.97
96	G042022	AMAZON CAPITAL SERVICES, INC	4968	1TWP-TFLF-4VVN	23297	USB DATA HUG SPLITTER W/CHARGING POR-PW	32.45
97	G042022	AMAZON CAPITAL SERVICES, INC	4968	1C64-KLPF-CTPJ	23297	GREEN -BEAM & CAR INTERIOR CLEANER WIPES/DUST	121.87
98	G042022	AMAZON CAPITAL SERVICES, INC	4968	ILD7-VVVW-JW6K	23297	CAR CLEANING WIPES/CAR DUSTER KIT,18-VOLT ONE	150.23
99	G042022	BRIGHT HOUSE NETWORK, LLC	68	077261401041022	23298	INTERNET SRVCS 04/09/22-05/08/22	162.96
100	G042022	PACE ANALYTICAL SERVICES, INC	5694	B445945	23306	WW SAMPLE TEST: 3/8/22 INFLUENT MONITORING	115.00
101	G042022	PACE ANALYTICAL SERVICES, INC	5694	B445394	23306	WTR SAMPLE TEST: 3/24/22 WELL #11, #12 BACTERIOLOG	28.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
102	G042022	PACE ANALYTICAL SERVICES, INC	5694	B445465	23306	WW SAMPLE TEST: 3/22/22 INFLUENT MONITORING	153.00
103	G042022	PACE ANALYTICAL SERVICES, INC	5694	B445814	23306	WW SAMPLE TEST: 3/29/22 INFLUENT MONITORING	70.00
104	G042022	PACE ANALYTICAL SERVICES, INC	5694	B446213	23306	WW SAMPLE TEST: 4/4/22 GRAB STORM BASIN #3	191.25
105	G042022	A & D INTERPRETING	3027	41	23296	03/22/22 & 03/29/22 COW COUNCIL MEETING ZOOM	900.00
106	G042022	CINTAS CORPORATION NO. 3	4480	4115931193	23299	UNIFORM SERVICES 04/08/22	274.94
107	G042022	CINTAS CORPORATION NO. 3	4480	4116633661	23299	UNIFORM SERVICES 04/15/22	268.44
108	G042022	CITY OF WASCO-UB PAYMENTS	1875	657971	23301	UB 810 8TH ST 02/15/22-03/15/22	56.44
109	G042022	CITY OF WASCO-UB PAYMENTS	1875	659737	23301	UB 810 8TH ST (LF) 04/01/22-04/30/22	15.80
110	G042022	CITY OF WASCO-UB PAYMENTS	1875	658009	23301	UB 1445 12TH STREET (SAL) 02/15/22-03/15/22	46.32
111	G042022	CITY OF WASCO-UB PAYMENTS	1875	658311	23300	UB 800 BLK CENTRAL 02/15/22-03/15/22	91.52
112	G042022	CITY OF WASCO-UB PAYMENTS	1875	658314	23300	UB 1100 CENTRAL AVE LLMD 02/15/22-03/15/22	91.52
113	G042022	CITY OF WASCO-UB PAYMENTS	1875	658316	23300	UB 1500 BLK OF CENTRAL 02/15/22-03/15/22	224.91
114	G042022	CITY OF WASCO-UB PAYMENTS	1875	658444	23300	UB 764 E STREET (ANNEX) 02/15/22-03/15/22	121.56
115	G042022	CITY OF WASCO-UB PAYMENTS	1875	659776	23300	UB 764 E STREET (ANNEX) (LF) 04/01/22-04/30/22	182.21
116	G042022	CITY OF WASCO-UB PAYMENTS	1875	658506	23300	UB 847 F STREET (PW SHOP) 02/15/22-03/15/22	121.56
117	G042022	CITY OF WASCO-UB PAYMENTS	1875	658543	23300	UB 1300 BLK FILBURN 02/15/22-03/15/22	301.89
118	G042022	CITY OF WASCO-UB PAYMENTS	1875	658920	23300	UB NW MAPLE/MARGALO LLMD 2006-1 02/15/22-03/15/22	91.52
119	G042022	CITY OF WASCO-UB PAYMENTS	1875	658921	23300	UB MAPLE/GROMER LLMD 2006-1 02/15/22-03/15/22	91.52
120	G042022	CITY OF WASCO-UB PAYMENTS	1875	658964	23300	UB 2700 BLK MONDAVI CT 02/15/22-03/15/22	91.52
121	G042022	CITY OF WASCO-UB PAYMENTS	1875	659028	23300	UB 1500 BLOCK OF PALM 02/15/22-03/15/22	91.52
122	G042022	CITY OF WASCO-UB PAYMENTS	1875	659036	23300	UB 2100 BLK PALM 02/15/22-03/15/22	91.52
123	G042022	CITY OF WASCO-UB PAYMENTS	1875	659038	23300	UB 400 N BLOCK OF PALM LLMD 2006-1 02/15/22-03/15/22	91.52
124	G042022	CITY OF WASCO-UB PAYMENTS	1875	659040	23300	UB 1700 BLK OF PALM #A 02/15/22-03/15/22	91.52
125	G042022	CITY OF WASCO-UB PAYMENTS	1875	659064	23300	UB 1200 BLK PECAN ST 02/15/22-03/15/22	91.52
126	G042022	CITY OF WASCO-UB PAYMENTS	1875	659067	23300	UB PENELOPE LLMD 2006-1 02/15/22-03/15/22	91.52
127	G042022	CITY OF WASCO-UB PAYMENTS	1875	659134	23300	UB 1700 BLK POPLAR 02/15/22-03/15/22	91.52
128	G042022	CITY OF WASCO-UB PAYMENTS	1875	659135	23300	UB 1700 BLK POPLAR #A 02/15/22-03/15/22	91.52
129	G042022	CITY OF WASCO-UB PAYMENTS	1875	659191	23300	UB 2500 BLK OF POSO DR. LLMD6- 02/15/22-03/15/22	91.52
130	G042022	CITY OF WASCO-UB PAYMENTS	1875	659195	23300	UB 2700 BLK OF POSO AVE LLMD06-01 02/15/22-03/15/22	91.52
131	G042022	CITY OF WASCO-UB PAYMENTS	1875	659226	23301	UB PALM N. PROSPERITY 2006-1 02/15/22-03/15/22	91.52
132	G042022	CITY OF WASCO-UB PAYMENTS	1875	659353	23301	UB 1700 BLK OF MARGALO 02/15/22-03/15/22	91.52
133	G042022	CITY OF WASCO-UB PAYMENTS	1875	659551	23301	UB 1300 BLK OF WILLOW 02/15/22-03/15/22	91.52
134	G042022	COUNTRY AUTO & TRUCK, INC.	3008	733882	23302	DISPOSAL #14: BRAKE CHAMBER FUEL FILTER	180.47
135	G042022	COUNTRY AUTO & TRUCK, INC.	3008	733883	23302	DISPOSAL #GEN: 2 BRAKE CHAMBERS	171.01
136	G042022	COUNTRY AUTO & TRUCK, INC.	3008	733886	23302	DAR #60: BATTERY FLARE KIT AND FUSES	285.69
137	G042022	COUNTRY AUTO & TRUCK, INC.	3008	733888	23302	STREET #88: NEW BATTERY AND FUEL HOSE	230.68
138	G042022	COUNTRY TIRE & WHEEL	4953	1106543	23303	WATER #51:2 NEW TIRES	230.98
139	G042022	GOLD COAST ENVIRONMENTAL	3541	13140	23304	ANNUAL METER CALIBRATION SERVICE	2,255.00
140	G042022	KAISER FOUNDATION HEALTH PLAN INC	4757	1996316261106	23305	MAY 2022: PREMIUM INS.	278.03
141	G042022	PETTY CASH/CITY HALL	13	JUN 2021-MAR 2022	23307	PETTY CASH/CITY HALL 06/30/21-03/24/22	164.59
142	G042022	READYREFRESH BY NESTLE	4027	22D0018613430	23309	3/15/22-4/14/22 @ 5410 7TH ST DRINKING WTR SERVICE	133.88
143	G042022	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2426	23310	UPDATING URBAN WATER MANAGEMENT PLAN	96.00
144	G042022	SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA	5032	7056	23311	SNIP:1 DOUBLE CLINIC FOR SPAY & NEUTER GRANT FUNDS	5,000.00
145	G042022	SOUTHERN CALIFORNIA GAS COMPANY	1438	03/01/22-04/01/22	23312	CNG FUEL BILL 03/01/22-04/01/22	4,058.85
146	G042022	THE GAS COMPANY	246	08331820137 APR 2022	23313	03/14/22-04/12/22 COURTHOUSE-757 F ST-COW	23.03
147	G042022	THE GAS COMPANY	246	05441655304 APR 2022	23313	03/14/22-04/12/22 1445 12TH ST-SAL	25.29
148	G042022	THE GAS COMPANY	246	08121820008 APR 2022	23313	03/14/22-04/12/22 748 F ST-SHERIFF'S	30.54
149	G042022	THE GAS COMPANY	246	08961820373 APR 2022	23313	03/14/22-04/12/22 845 F ST-COW	236.20
150	G042022 Total						27,468.88
151	G041822	BHT ENGINEERING, INC	5134	22-142	23291	RSTP PALM AVE MAR 2022 SRVCS	9,225.00
152	G041822	BHT ENGINEERING, INC	5134	22-145	23291	DOWNTOWN TOP SURVEY	30,100.00
153	G041822	GARDAWORLD	4266	20522036	23292	MAR 2022: EXCESS SERVICES	5.22
154	G041822	BAKERSFIELD WELL & PUMP CO.	2504	SI #SB 2186	23290	TROUBLE SHOOT PANEL	200.00
155	G041822	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2407	23293	AMEND ORD:2018-692 CHAPTER 2.09 ELECTIONS ENG/SPAN	144.00
156	G041822	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2416-1	23293	UPDATING URBAN WATER MANAGEMENT PLAN	87.00
157	G041822	THE BAKERSFIELD CALIFORNIAN	206	032289223	23294	BIDDERS FOR JANITORIAL CLEANING SERVICES	622.12
158	G041822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM006568	23295	PHYSICAL POST-OFFER 07/02/21	45.00
159	G041822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM006270	23295	PHYSICAL POST-OFFER 07/01/21	45.00

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	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
160	G041822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM006388	23295	PHYSICAL POST-OFFER 07/13/21	45.00
161	G041822 Total						40,518.34
162	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122WC	5169	TRAINING,OFC SUPPLIES,EVENTS,POSTAGES & BUSSINESS CARDS	1,677.28
163	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122FL	5169	BATTERIES,SUPPLIES,PARTS,MATERIALS,REPAIR & MAINTENANCE	1,710.61
164	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122GA	5169	2022 CITY LEADERS SUMMIT- TRAVEL EXPENSES	915.72
165	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122GS	5169	MATERIAL,PARTS,REPAIR & MAINTENANCE-CNG STATION,ST,SHOP	533.47
166	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122HK	5169	SUPPLIES,PARTS,MATERIALS,REPAIR -FACILITY MAINTENANCE	1,858.79
167	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122HC	5169	REPAIR & MAINTENANCE,MATERIALS,PARTS-ST,CODE,ANIMAL,WWT	2,806.31
168	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122HS	5169	2022 CITY LEADER SUMMIT -TRAVEL EXPENSES	972.89
169	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122LF	5169	VACCINES FOR DOGS & NEW MOUSE FOR COMPUTER	432.81
170	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122LYM	5169	Registration Training-Michael Lynch City Council	625.00
171	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122MM	5169	CALACT CONFERENCE & MEMBERSHIP-M,MARTINEZ & ZOOM SRVC	1,459.88
172	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122MC	5169	MATERIAL,PARTS,SUPPLIES,REPAIR & MAINTENANCE-WATER	445.47
173	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122PLAN	5169	TRAINING & MEMBERSHIP-MURILLO,GONZALEZ,TOVAR,LEDEZMA	2,161.00
174	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122RG	5169	2022 CITY LEADERS SUMMIT- TRAVEL EXPENSES	915.72
175	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122SH	5169	REPAIR & PARTS FOR SPRINKLER & MAINTENANCE	496.31
176	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122VN	5169	OFFICE SUPPLIES & POSTAGES FOR HR	55.65
177	WF033122	WELLS FARGO CREDIT CARD	4426	WF033122VL	5169	GRANT FUNDS FOR KENNEL PURCHASE/TRAINING	2,987.00
178	WF033122 Total						20,053.91
179						GRAND TOTAL	169,422.61



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 3, 2022

SUBJECT: Adopt a Resolution to Authorize the City Manager or his designee to enter into an agreement between the City of Wasco and Willdan Financial Services to Conduct an Impact Fee Study for the City of Wasco.

Recommendation:

Staff recommends the adoption of a resolution authorizing the City Manager or his designee to enter into an agreement between the City of Wasco Willdan Financial Services to Conduct an Impact Fee Study for the City of Wasco.

Background:

Development Impact fees are fees that are imposed by a local government agency on a new or proposed development project to pay for all or a portion of the costs of providing public services to the new development. The recently adopted AB 602 establishes basic transparency and accountability standards for local agencies preparing impact fee nexus studies for the purpose of charging development Impact fees. Most notably for the City of Wasco, AB 602 requires local agencies to update their nexus studies at least once every eight years.

Discussion:

The City has several existing impact fees and nexus studies that will be updated as part of this study and in compliance with AB 601. In addition, the City is proposing to implement three new fees. Existing and proposed fee updates are as follows:

- General Government Facilities - **new**
- Law Enforcement Facilities - **new**
- Parks and Recreation Facilities – **last updated 2014**
- Fire Protection Facilities - **new**
- Water Facilities – **last updated 2006**
- Sewer Facilities – **last updated 2006**
- Sanitation – **last updated 2006**
- Traffic Facilities – **last updated 2002**

Fiscal Impact:

Total cost for the Study is \$49,100. The cost will be broken down as follows:

Project Number	Project Title	REAP Grant Funds	Water Impact	Wastewater Impact	Traffic Impact	QUIMBY	Total
22028	Impact Fee Study	\$20,935	\$7,041.25	\$7,041.25	\$7,041.25	\$7,041.25	\$49,100

Attachments:

1. Resolution
2. Willdan Financial Proposal
3. Draft Agreement

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WASCO AND WILLDAN FINANCIAL SERVICES TO CONDUCT A DEVELOPMENT IMPACT FEE STUDY FOR THE CITY OF WASCO

WHEREAS, the City wishes to enter in to a consultant services agreement with Willdan Financial Services to conduct a Development Impact Fee Study; and

WHEREAS, the proposal to conduct this study is attached as Exhibit "A"

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

SECTION 1: Authorizes the City Manager or his designee to execute an agreement with Willdan Financial Services subject to approval by the City Attorney.

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

-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 May 3, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest: _____

GILBERTO REYNA,
MAYOR of the City of Wasco

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

EXHIBIT "A"

City of Wasco, CA

Development Impact Fee Study



March 8, 2022

Ms. Keri Cobb
Community Development Director
City of Wasco
746 8th Street
Wasco, CA 93280

via email: kecobb@cityofwasco.org

Re: Proposal to Conduct a Development Impact Fee Study for the City of Wasco

Dear Ms. Cobb;

Following our correspondence, Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of Wasco ("City") to prepare an update to the development impact fee program. Willdan's project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny.

Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the City and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide to the City.

Unmatched experience defending and implementing fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities.

Innovative Methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in the Cities of McFarland, Riverbank, Pomona, Morgan Hill, Hollister, Murrieta, Pismo Beach, Fountain Valley, Rialto, and Santa Clara. These fee programs were approved by their respective Councils.

In response to shifting statewide restrictions in place in response to COVID-19, Willdan can move easily between in-person and online (virtual) meetings. Our proposal contemplates in-person meetings, but we can adjust as needed over the course of the engagement.

We are excited about this opportunity to use our skills and expertise to serve the City of Wasco. To discuss any aspect of this submittal, please contact Senior Project Manager Carlos Villarreal at (415) 786-0295 | Email: CVillarreal@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Director / Vice President

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Scope of Services

This section outlines Willdan Financial Services' ("Willdan") understanding of the situation surrounding the City of Wasco's ("City") desire to undergo a development impact fee study update, as well as identifies the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

Project Understanding

The City desires to update impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of the California *Mitigation Fee Act* (*California Government Code 66000 to 66025*). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

The City has eight existing fee categories, three categories were recently adopted, the remaining categories have been updated at various times; listed below are the development impact fees that are to be included in this study.

- General Government Facilities (new category)
- Parks and Recreation Facilities
- Water Facilities
- Sanitation
- Law Enforcement Facilities (new category)
- Fire Protection Facilities (new category)
- Sewer Facilities
- Traffic Facilities

Project Objectives

The objective of this project is to establish/update development impact fees pursuant to State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. Willdan. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study. The fee categories to be included are as follows:

- General Government Facilities (new category)
- Parks and Recreation Facilities
- Water Facilities
- Sanitation
- Law Enforcement Facilities (new category)
- Fire Protection Facilities (new category)
- Sewer Facilities
- Traffic Facilities

Task 1: Identify and Resolve Policy Issues

Objective: Identify and resolve policy issues raised by the study.

Description: Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Potential new impact fees for consideration
- Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified; and
- Implementation concerns and strategies.

Deliverables: (1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective: (1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6: Comparison	
Objective:	Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.
Description:	<p>Willdan will compare a total of four comparable jurisdictions to be selected by the City.</p> <p>Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an “apples to apples” comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to four other jurisdictions.</p>
Task 7: Calculate Fees and Prepare Report	
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	<p>Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.</p> <p>Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.</p> <p>Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one (1) round of comments received on the public draft report. If requested, post report on our website for public access.</p> <p>Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.</p>
Deliverables:	If necessary, We will provide up to five (5) bound copies of the draft report, one (1) unbound copy, one Microsoft Word copy; and up to five (5) bound copies of the final report, one (1) unbound copy, and one Microsoft Word copy.
Task 8: Meetings	
Objective:	The project manager or other necessary Willdan staff will attend project meetings. A member of the impact fee project team will attend up to three meetings throughout the study of the City’s engagement. Phone conferences are not considered meetings for the purposes of this scope.
Optional:	Optional stakeholder and Council meetings may be requested by the City. Attendance at additional on-site meetings or presentations will be \$2,000 per meeting; attendance at additional remote meetings or presentations will be \$1,000 per meeting.

Staff Support

To complete our tasks, we will need the cooperation of City of Wasco staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City’s project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City’s data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys’ fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan’s rates in effect at the time of such response.

Project Schedule

Willdan anticipates time is of the essence for the City to begin this engagement. Typically, an impact fee update requires approximately six months from notice to proceed to adoption. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

City of Wasco						
Development Impact Fee Study						
Project Schedule						
Scope of Services	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1: Identify and Resolve Policy Issues	⌘1					
Task 2: Identify Existing Development and Future Growth		⌘2				
Task 3: Determine Facility Standards			⌘3			
Task 4: Determine Facilities Needs and Costs			⌘4			
Task 5: Identify Funding and Financing Alternatives						
Task 6: Comparison					⌘5	
Task 7: Calculate Fees and Prepare Report					⌘6	⌘7
Task 8: Meetings	①				②	③

Deliverables:

- | | |
|--|---|
| ⌘1: Information Request, Meeting Agenda, Revised Schedule, Summary of Policy Decisions | ⌘5: Fee Comparison |
| ⌘2: Development Growth Projections (table format) | ⌘6: Draft Fee Tables & Text |
| ⌘3: Project List | ⌘7: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation |
| ⌘4: Cost Estimates for Identified Facilities | |

Meetings:

- ① Project Kick-off Meeting
- ② Stakeholder Outreach
- ③ Public Hearing to Present Final Report

Fee for Services

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$49,100** for the City's Development Impact Fee Study. The table below provides a breakdown of the proposed fee by task and team member.

City of Wasco					
Development Impact Fee Study					
Fee Proposal					
		J. Edison Principal-in-Charge	C. Villarreal Project Manager	<u>Total</u>	
		\$	\$	Hours	Cost
Scope of Services					
Task 1:	Identify and Resolve Policy Issues	6.0	14.0	20.0	\$ 4,030
Task 2:	Identify Existing Development and Future Growth	12.0	24.0	36.0	7,320
Task 3:	Determine Facility Standards	10.0	22.0	32.0	6,470
Task 4:	Determine Facilities Needs and Costs	10.0	26.0	36.0	7,210
Task 5:	Identify Funding and Financing Alternatives	10.0	26.0	36.0	7,210
Task 6:	Comparison	6.0	20.0	26.0	5,140
Task 7:	Calculate Fees and Prepare Report	8.0	24.0	32.0	6,360
Task 8:	Meetings	10.0	16.0	26.0	5,360
Total – Development Impact Fee Study		72.0	172.0	244.0	\$ 49,100

Notes

Please note the following:

- The fee denoted above includes attendance at up to three in-person meetings with City staff, stakeholders, and City Council; which include:
 - One project kick-off meeting;
 - One meeting for stakeholder outreach; and
 - One City Council meeting to present the final report and fees for adoption.

Attendance at more than three meetings will be billed at our current hourly rates, provided below, and actual expenses.

In response to shifting statewide restrictions in place in response to COVID-19, Willdan can move easily between in-person and online (virtual) meetings. Our proposal contemplates in-person meetings, but we can adjust as needed over the course of the engagement.

- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

Hourly Fee Schedule

Provided below is Willdan's hourly rate table identifying current hourly rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Director	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100

Statement of Qualifications

Firm Profile

Willdan Financial Services, a California Corporation, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (NASDAQ ticker: WLDN). WGI, through its subsidiaries, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

Willdan has over 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized subject matter experts for all areas related to the broadest definition of connected communities — *a team who will be committed to contribute their expertise throughout the duration of the City of Wasco's Development Impact Fee Study.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of nearly 80 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services.

Willdan Financial Services	
Services	
<ul style="list-style-type: none"> User fee studies Cost allocation studies Utility rate and cost of service studies Real estate economic analysis Feasibility studies Municipal advisory services Arbitrage rebate and continuing disclosure Economic development strategic plans 	<ul style="list-style-type: none"> Development impact fee establishment and analysis District administration services Property tax audits Tax increment finance district formation and amendment Housing development and implementation strategies Debt issuance support Long-term financial plans and cash flow modeling

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Wasco Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
James Edison, JD, MPP Managing Principal	Principal-in-Charge	<ul style="list-style-type: none"> Ensure client satisfaction, flow of communication, and management of the project Technical guidance Project oversight Quality assurance & control, and Meeting and presentation attendance
Carlos Villarreal, MPP Senior Project Manager	Project Manager	<ul style="list-style-type: none"> Collect, interpret, and disseminate key data Day to day contact Production of key elements of the analyses Model development Report preparation, and Meeting and presentation attendance

Staff Continuity

Mr. Edison has been assigned to serve as the City's principal-in-charge; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Project Dedication

Willdan's Financial Consulting Services group is composed of a team of 20 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

Resumes

Provided on the pages that follow are resumes for the project team.

James Edison, JD, MPP

Principal-in-Charge

Education

*Juris Doctorate,
University of
California, Berkeley,
School of Law*

*Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley*

*Bachelor of Arts,
magna cum laude,
Harvard University*

Professional Registrations

*Member of State Bar,
California*

Affiliations

*Council of
Development Finance
Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

25 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison was the principal-in-charge of the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again in 2017 to update their impact fees.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the impact fee programs of the City of Alameda, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Pacifica, CA – Park Fee Update: Mr. Edison served as project manager to update the City's park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development. Mr. Edison is currently managing a park in-lieu fee study for the City.

Carlos Villarreal, MPP

Project Manager

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

16 Years' Experience

Mr. Carlos Villarreal, a Financial Consulting Group Senior Project Manager, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

City of McFarland, CA – Impact Fee Study Update: Mr. Villarreal served as the project manager for updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The fees were adopted by the City Council in 2020.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City has engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal served as the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fee and establish the necessary nexus. Mr. Villarreal is once again serving on the project team to update the County's impact fees.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City has engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Santa Clara, CA – Parks Fee Update: As assistant project manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's park impact fee. This project included a demographic analysis and estimation of the cost of acquiring and improving public parkland.

References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

City of Pismo Beach, CA

Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.

Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Client Contact: Ms. Nadia Feeser, Administrative Services Director
760 Mattie Road, Pismo Beach, CA 93449
Tel #: (805) 773-7010 | Email: nfeeser@pismo beach.org

City of Morgan Hill, CA

Development Impact Fee Study

Willdan was initially retained by the City of Morgan Hill to conduct a development impact fee and nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. This project also included stakeholder outreach.

The City once again engaged Willdan to update their impact fees in October 2017, which was completed in July 2019. This update included the following facilities: traffic (roads and bikeways), water, sewer, drainage, police, fire, parks, library, and public facilities.

Client Contact: Mr. Dat Nguyen, Finance Director
17575 Peak Avenue, Morgan Hill, CA 95037
Tel #: (408) 779-7237 | Email: dat.nguyen@morgan-hill.ca.gov

City of Lawndale, CA

Development Impact Fee Study

Willdan helped guide the City of Lawndale through establishing a development impact fee program to fund new development's share of future facilities. The City had never adopted impact fees before. The fee program will fund the following categories: parking, transportation, parks, and public safety (police) facilities.

The City is largely built-out and most of the new development is in-fill, which required the nexus study to identify a reasonable share of future facilities that could be funded by growth.

Client Contact: Mr. Sean Moore, MPA, MPS, AICP (*Former Lawndale Community Development Director*)
City of Rialto, Director of Community Development
150 South Palm Avenue, Rialto, CA 92376
Tel #: (909) 820-2505 | Email: smoore@rialtoca.gov

County of Fountain Valley, CA Development Impact Fee Update

Willdan comprehensively updated the City of Fountain Valley's impact fee program to account for current infrastructure needs and costs. The fee program included traffic facilities and parks and recreation facilities. The study also included fees for the Fountain Valley Crossings Specific Plan, which will fund a share of the infrastructure necessary to facilitate the redevelopment of the Specific Plan area.

Client Contact: Ms. Jennifer Lampman, Finance Director
10200 Slater Avenue, Fountain Valley, CA 92708
Tel #: (714) 593-4501 | Email: jennifer.lampman@fountainvalley.org

City of Pomona, CA Master Fee Schedule Update and Development Impact Fee Review

In 2020, Willdan was selected to prepare a Master Fee Schedule Update and Development Impact Fee Review for the City of Pomona. This project also included the establishment of a User Fee Cost Recovery Policy.

The impact fee study centered upon the review and update of the following fee categories: roadway facilities and traffic signals; storm drainage; public safety (fire and police); potable and recycled water; parks and recreation; and sewer. The community was particularly focused on updating the City's park impact fees, which had not been updated since the late 1980s and did not adequately mitigate the demands of new development for parks. Willdan prepared the study and presented the results at several City Council workshops prior to a public hearing where the program was adopted in July 2021.

The user fee study portion of this engagement involved the development of a cost allocation plan and a review of existing user fee programs. Based upon conversations with staff, recommendations were provided for fees that should be added to the City's fee schedule that were not currently being charged. A cost-of-service analysis and model was developed that updated existing fees, as well as incorporated new ones, which was used to create an updated comprehensive fee schedule. Fees were successfully implemented in early 2021.

Client Contact: Mr. Andrew Mowbray, Finance Director
505 South Garey Avenue, Pomona, CA 91766
Tel #: (909) 620-2353 | Email: Andrew_mowbray@ci.pomona.ca.us

Related Experience

Managing Principal James A. Edison, and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act* and is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

The table on the following page identifies a partial listing of our development impact fee clients. Agencies listed in bold type face, within the following table, denote impact fee projects completed by proposed team members Managing Principal James Edison and/or Project Manager Carlos Villarreal.

Willdan Financial Services Development Impact Fee Experience	
Partial Client List	
City of Alameda, CA	City of Richmond, CA
City of Antioch, CA	City of Rio Rancho, NM
City of Arcadia, CA	City of Riverbank, CA
City of Artesia, CA	City of Rocklin, CA
City of Banning, CA	City of Rolling Hills Estates, CA
City of Bellflower, CA	City of Rosemead, CA
City of Beverly Hills, CA	City of Roseville, CA
City of Brea, CA	City of San Carlos, CA
City of Burlingame, CA	City of San Fernando, CA
City of Calimesa, CA	City of San Jacinto, CA
City of Carpinteria, CA	City of San Ramon, CA
City of Clovis, CA	City of Santa Clara, CA
City of Coachella, CA	City of Santa Clarita, CA
City of Commerce, CA	City of Sebastopol, CA
City of Compton, CA	City of Sierra Madre, CA
City of Corona, CA	City of Soledad, CA
City of Covina, CA	City of South Gate, CA
City of Daly City, CA	City of South San Francisco, CA
City of Dixon, CA	City of St. Helena, CA
City of Dublin, CA	City of Tehachapi, CA
City of El Monte, CA	City of Thousand Oaks, CA
City of El Segundo, CA	City of Tracy, CA
City of Emeryville, CA	City of Upland, CA
City of Fillmore, CA	City of Visalia, CA
City of Fremont, CA	Coachella Valley Association of Governments, CA
City of Fresno, CA	Contra Costa Fire Protection District, CA
City of Garden Grove, CA	County of Butte, CA
City of Gilroy, CA	County of El Dorado, CA
City of Goose Creek, SC	County of Kern, CA
City of Grass Valley, CA	County of Kings, CA
City of Greenfield, CA	County of Los Angeles, CA
City of Gustine, CA	County of Madera, CA

Willdan Financial Services Development Impact Fee Experience

Partial Client List

City of Hawthorne, CA	County of Merced, CA
City of Hercules, CA	County of Placer, CA
City of Hollister, CA	County of Riverside, CA
City of Huntington Beach, CA	County of Sacramento, CA
City of Huntington Park, CA	County of San Benito, CA
City of Indian Wells, CA	County of San Diego, CA
City of Irwindale, CA	County of San Joaquin, CA
City of Kingsburg, CA	County of San Luis Obispo, CA
City of Riverbank, CA	County of Shasta, CA
City of La Verne, CA	County of Solano, CA
City of Las Cruces, NM	County of Sonoma, CA
City of Laguna Hills, CA	County of Stanislaus, CA
City of Lake Elsinore, CA	County of Tulare, CA
City of Livermore, CA	County of Yolo, CA
City of Long Beach, CA	Dixon Public Library District, CA
City of McFarland, CA	East Contra Costa Fire Protection District, CA
City of Madera, CA	Kern Council of Governments, CA
City of Manteca, CA	March Joint Powers Authority, CA
City of Menifee, CA	Milpitas Unified School District, CA
City of Monterey, CA	Mountain View Fire Protection District, CA
City of Moreno Valley, CA	North Tahoe Fire Protection District, CA
City of Morgan Hill, CA	Oakdale Rural Fire Protection District, CA
City of Murrieta, CA	Rodeo-Hercules Fire Protection District, CA
City of Oceanside, CA	Salida Fire Protection District, CA
City of Oroville, CA	San Geronio Memorial Healthcare District, CA
City of Pacifica, CA	San Joaquin Area Flood Control Agency, CA
City of Parkland, FL	San Miguel Fire Protection District, CA
City of Petaluma, CA	Shasta County Regional Transportation Agency, CA
City of Pismo Beach, CA	Stanislaus Council of Governments, CA
City of Pittsburg, CA	Stanislaus County Fire Protection District, CA
City of Placer Hills, CA	Stockton-San Joaquin Library District, CA
City of Pleasant Hill, CA	Suisun Fire Protection District, CA
City of Pomona, CA	Tehachapi Valley Rec. & Park District, CA
City of Rancho Mirage, CA	Tehama County Regional Transportation Agency, CA
City of Redding, CA	Town of Mead, CO
City of Redlands, CA	Town of Windsor, CA
City of Redwood City, CA	Tulare County Association of Governments, CA
City of Rialto, CA	Village of Taos Ski Valley, NM



27368 Via Industria, Suite 200
Temecula, California 92590
800.755.6864 | Fax: 888.326.6864
www.willdan.com

AGREEMENT NO. 2022 -

THIS AGREEMENT (the "Agreement") made this 3rd day of May 2022, by and between the CITY OF WASCO (the "City") and WILL DAN FINANCIAL SERVICES, a California Corporation (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to contract with Consultant to update City's impact fees as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions of this Agreement and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to provide the Services under the terms and conditions described hereinafter.
3. Consultant shall perform the Services for the total fee of not to exceed \$49,100.00 as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof. Provided, however, that in the event Consultant is required to attend more than three meetings, Consultant may bill the City for the additional meetings on a time and materials basis utilizing the hourly rates more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof. Consultant shall bill City for the Fee no more often than monthly by written invoice setting forth the Services performed and such additional information as required by City. Each invoice shall also include a breakdown of any expenses incurred by Consultant directly related to the Services that have been approved by the City Manager or his designee and attach receipts or invoices relating to same. City Manager or his designated representative shall have the right of reasonable review of each invoice and the Services described therein, and, at the conclusion of the review, City Manager

shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice and the Services described therein by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Consultant shall complete the Services within six months from the receipt of a notice to proceed from City. The Services shall include the tasks described in Exhibit "D" attached hereto and by this reference made a part hereof (the "Tasks"). Consultant shall complete each Task within the time frames described in Exhibit "D."

5. Consultant shall indemnify, defend and hold harmless City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, actions, proceedings, expenses, and damages, including attorney's fees arising out of or in any way connected with and to the extent resulting from any negligent, willful, or other wrongful act, error or omission by or on behalf of Consultant.

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

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage, and blanket contractual liability, in an amount not less than \$1 million per occurrence and \$2,000,000 general aggregate and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors, and omissions insurance satisfactory to the City in an amount not less than \$1,000,000.00; and

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

Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance in which City, its officers, Councilpersons, Commissioners, employees,

and agents are named as additional insureds and specifically designating all such insurance as "primary," excluding professional liability insurance, and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein, or any part thereof, and any attempted assignment shall be void.

8. City may terminate this Agreement at any time by giving Consultant ten days prior written notice, in which event if termination is without cause, Consultant shall be entitled to that portion of the Fee represented by the amount of the Services performed by Consultant to the date of termination as reasonably determined by City. If termination is for cause, no such compensation shall be payable for those Services performed during a breach of this Agreement.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by or upon mailing in the United States mail, postage prepaid, certified, return receipt requested with the date of signing the return receipt (or refusal to do so) as the date of service or when sent by confirmed facsimile or when sent by electronic mail ("email"). Notices shall be sent to the following addresses: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email: CityClerk@cityofwasco.org, or if to Consultant – Carlos Villareal, Senior Project Manager, 27368 Via Industria, Suite 200, Temecula, California 92590, Fax – (951) 587-3510, Email – cvillarreal@willdan.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

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

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

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all

prior oral and written agreements and understandings between the parties with respect thereto.

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

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

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

16. Information, data, plans and specifications, and all other project documents drafted or created by Consultant or on behalf of Consultant, for City shall belong to City and Consultant hereby assigns all of its and its subcontractor's copyright interest therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights.

17. 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.

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

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

20. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the

rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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"

WILLDAN FINANCIAL SERVICES, a
California Corporation, "Consultant"

By: _____
CARLOS VILLAREAL, Senior Project
Manager

EXHIBIT "A"

[Description of Services]

City of Wasco, CA

Work Plan

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. Willdan. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study. The fee categories to be included are as follows:

- General Government Facilities (new category)
- Parks and Recreation Facilities
- Water Facilities
- Sanitation
- Law Enforcement Facilities (new category)
- Fire Protection Facilities (new category)
- Sewer Facilities
- Traffic Facilities

Task 1: Identify and Resolve Policy Issues

Objective:	Identify and resolve policy issues raised by the study.
Description:	<p>Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:</p> <ul style="list-style-type: none"> ▪ Potential new impact fees for consideration ▪ Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.
Deliverables:	(1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	<p>Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.</p> <p>Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.</p> <p>Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:</p> <ul style="list-style-type: none"> ▪ Available local data on facility demand by land use category; ▪ Approaches used by other agencies; and ▪ Support for other agency policy objectives.

City of Wasco, CA

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

City of Wasco, CA

Task 6: Comparison

Objective: Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.

Description: Willdan will compare a total of four comparable jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to four other jurisdictions.

Task 7: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one (1) round of comments received on the public draft report. If requested, post report on our website for public access.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

Deliverables: If necessary, We will provide up to five (5) bound copies of the draft report, one (1) unbound copy, one Microsoft Word copy; and up to five (5) bound copies of the final report, one (1) unbound copy, and one Microsoft Word copy.

Task 8: Meetings

Objective: The project manager or other necessary Willdan staff will attend project meetings. A member of the impact fee project team will attend up to three meetings throughout the study of the City's engagement. Phone conferences are not considered meetings for the purposes of this scope.

Optional: Optional stakeholder and Council meetings may be requested by the City. Attendance at additional on-site meetings or presentations will be \$2,000 per meeting; attendance at additional remote meetings or presentations will be \$1,000 per meeting.

Staff Support

To complete our tasks, we will need the cooperation of City of Wasco staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

EXHIBIT "B"

[Fee for Services]

City of Wasco, CA

Fee for Services

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$49,100** for the City's Development Impact Fee Study. The table below provides a breakdown of the proposed fee by task and team member.

City of Wasco					
Development Impact Fee Study					
Fee Proposal					
	J. Edison	C. Villarreal	Total		
	Principal-in-Charge	Project Manager	Hours	Cost	
	\$	\$			
Scope of Services					
Task 1: Identify and Resolve Policy Issues	6.0	14.0	20.0	\$	4,030
Task 2: Identify Existing Development and Future Growth	12.0	24.0	36.0		7,320
Task 3: Determine Facility Standards	10.0	22.0	32.0		6,470
Task 4: Determine Facilities Needs and Costs	10.0	26.0	36.0		7,210
Task 5: Identify Funding and Financing Alternatives	10.0	26.0	36.0		7,210
Task 6: Comparison	6.0	20.0	26.0		5,140
Task 7: Calculate Fees and Prepare Report	8.0	24.0	32.0		6,360
Task 8: Meetings	10.0	16.0	26.0		5,360
Total – Development Impact Fee Study	72.0	172.0	244.0	\$	49,100

Notes

Please note the following:

- The fee denoted above includes attendance at up to three in-person meetings with City staff, stakeholders, and City Council; which include:
 - One project kick-off meeting;
 - One meeting for stakeholder outreach; and
 - One City Council meeting to present the final report and fees for adoption.

Attendance at more than three meetings will be billed at our current hourly rates, provided below, and actual expenses.

In response to shifting statewide restrictions in place in response to COVID-19, Willdan can move easily between in-person and online (virtual) meetings. Our proposal contemplates in-person meetings, but we can adjust as needed over the course of the engagement.

- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

EXHIBIT "C"
[Consultant's Hourly Rates]

City of Wasco, CA

Hourly Fee Schedule

Provided below is Willdan's hourly rate table identifying current hourly rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Director	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100

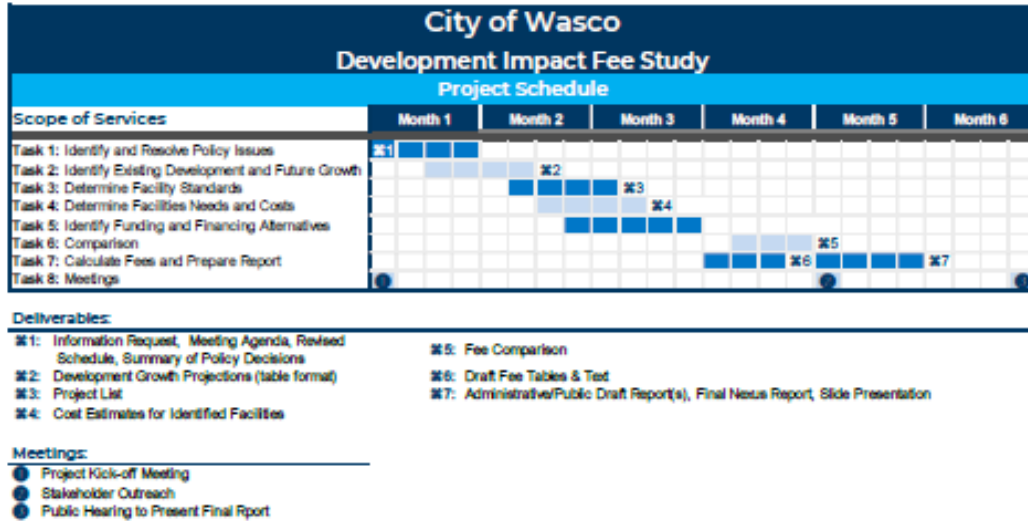
EXHIBIT "D"

[Tasks]

City of Wasco, CA

Project Schedule

Willdan anticipates time is of the essence for the City to begin this engagement. Typically, an impact fee update requires approximately six months from notice to proceed to adoption. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 3, 2022

SUBJECT: Rejection of Bid received for the City of Wasco Janitorial Services Published on March 06, 2022.

Recommendation:

Staff recommends the City Council reject the received bid.

Discussion:

A Request for Proposal was published on March 06, 2022. The notice to bidders was requesting bids for janitorial services for the various City buildings.

On March 28, 2022 the City of Wasco received 1 bid from the following contractors:

FIRM	BID TOTAL
ARC Bakersfield	\$9,000.00 (monthly)

After reviewing the proposed bid and the City's budget, it was determined that the bid received is substantially higher than our current fiscal budget will allow for janitorial services.

Staff will proceed with re-bidding the project. Staff recommends the City Council reject the received bid.

Fiscal Impact:

None at this time.

Attachments:

1. Bid Summary



City of Wasco Bid Results

Date: 3/30/2022

Bid Package-Project Description:

Janitorial Services

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
ARC Bakersfield	3/28/2022	10:34 AM	2:00 PM	\$9,000.00/month	N/A	N/A

Monica Flores

City of Wasco
Deputy City Clerk



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: May 3, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute an Agreement with Toter, LLC, a subdivision of Wastequip, in the amount of \$ 24,961.50 to purchase 312 96-gallon refuse carts via Sourcewell and Toter's Contract #171717

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager or his designee to sign and execute an agreement with Toter, LLC, a subdivision of Wastequip, in the amount of \$ 24,961.50 to purchase 312 – 96-gallon refuse carts.

Discussion:

Approximately 15 years ago, the City converted a large number of 300-gallon cans to 96-gallon cans. These carts are approaching or at the end of their useful life and require replacement. Refuse carts begin to exhaust their useful life after 10 years. The City currently replaces damaged carts due to normal wear and tear at no cost to the resident. In addition to the cart replacement necessary throughout the City, new homes being built now receive new cans when they start service, and the inventory of bins needs to be replenished. City staff strives to maintain a stock of 100 carts to ensure health services to our customers and any lead times that may not be met. Staff notes that the turnaround time between order and delivery is approximately 4 to 6 weeks. To ensure proper and timely replacement of aging carts, and considering recent material shortages and purchasing delays of Covid-19 effects, staff suggests increasing the City's refuse cart stock.

City staff has reviewed alternative purchasing options and identified Toter currently has an active agreement with Sourcewell. In accordance with the City's municipal code, the City may utilize joint powers agreements for procurement. Sourcewell is a national joint power agreement that allows the City to make purchases without further competitive bidding. The City would like to purchase the carts utilizing the Sourcewell and Toter's contract #171717

The City also strives to be environmentally conscious and comply with the state's recommendation of purchasing items produced with recycled materials. The Toter carts are made from 30% to 50% recycled materials. This will be noted on the City's annual

report to Cal Recycle and help to meet our jurisdictional recycled product procurement responsibilities.

Fiscal Impact:

The City allocates funding to purchase refuse carts in the Sanitation Fund. The \$ 24,961.50 will be paid out of the Sanitation Department Materials and Supplies budget.

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 OR HIS DESIGNEE TO SIGN AND EXECUTE AN AGREEMENT WITH TOTER LLC TO PURCHASE 312, 96 GALLON REFUSE CARTS VIA SOURCEWELL AND TOTER'S CONTRACT #171717 FOR THE SANITATION DEPARTMENT DEPARTMENT IN THE AMOUNT OF \$24,961.50

WHEREAS, the City wishes to purchase 312 96-gallon refuse carts

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 will be under a Sourcewell contract #171717,

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 refuse carts in the amount of \$24,961.50 to be from the Materials and supply line item in the Sanitation Department's operating budget 2021-2022; and,

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

SECTION 1: Authorizes the City Manager or his designee to sign and execute an agreement with Toter LLC to purchase 312 96-gallon refuse carts

-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 May 3, 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

AGREEMENT NO. 2022 -

THIS AGREEMENT (the "Agreement") made this 3rd day of May 2022 by and between the CITY OF WASCO ("City") and the TOTER, LLC, a North Carolina Limited Liability Company (the "Company"),

WITNESSETH:

WHEREAS, the City wishes to purchase from Company the refuse bins described in Exhibit "A" the Toter quote WQ-10227875 attached hereto and by this reference made a part hereof (the "Refuse Bins") under the terms and conditions described hereinafter and Company 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 shall purchase the Refuse Bins for \$24,961.50 (the "Fee"). Company shall deliver the Refuse Bins to City on or before June 17th, 2022. City shall have ten (10) days following delivery (the "Inspection Period") to inspect the Refuse Bins and notify Company in writing of any defects or other issues needing correction or repair (the "Defects"). City shall not be deemed to have accepted delivery until all Defects have been corrected to City's reasonable satisfaction or the Inspection Period has expired without notice of any Defects from City, at which time City will be deemed to have accepted delivery. City shall make payment of the Fee to Company within thirty (30) days thereafter.

3. City may terminate this Agreement within 10 days from the date of this Agreement by written notice of termination to Company, and in that event, neither party will have any liability or responsibility to the other hereunder

4. Company shall indemnify, defend (upon request by City) and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages of any nature, including attorney's fees, for injury to or death of any person, and for damage to any property arising out of or in any way connected with any act or omission by or on behalf of Company or its contractors or subcontractors, excepting, and to the extent, caused by actions or omissions of others.

5. Without limiting Company's obligations under Paragraph 4 of this Agreement, Company shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises –

operations, products/completed operations, broad form property damage, and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

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

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

6. Company shall not assign its interest herein, or any part thereof, and any attempted assignment shall be void.

7. All reports, information, data, and exhibits drafted or provided by Company and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if mailed by certified mail, return receipt requested with the date of execution of the return receipt (or refusal to sign) as the date of service or when sent by facsimile transmission or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, addressed as follows: If to City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email – CityClerk@cityofwasco.org; or if to Company,-- Attn: Kellie Clark, Toter, LLC, 841 Meacham Road, Statesville, North Carolina, 28677, Fax—833-930-1124, Email kclark@toter.com, and to Richard Sedory, General Counsel, Wastequip LLC, 6525 Carnegie Boulevard, Suite 300, Charlotte, North Carolina, 28211, Email rsedory@wastequip.com. Any party may change its address by giving notice to the other party in the manner herein described.

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

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

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

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

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

14. This Agreement may be executed in counterparts, and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

15. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

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

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

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

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

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"

TOTER, LLC, a North Carolina Limited
Liability Company, **Company"**

Name:

Its: _____

Sell To:

Contact Name	Scott Maxey	Ship To Name	City of Wasco
Bill To Name	City of Wasco	Ship To	746 8th St
Bill To	746 8th St Wasco, CA 93280-2010 USA		Wasco, CA 93280-2010 USA
Email	smaxey@ci.wasco.ca.us		
Phone	(661) 758-7271		

Quote Information

Salesperson	Preston Miller	Created Date	3/21/2022
Salesperson Email	pmiller@con-fab.com	Expiration Date	4/20/2022
Salesperson Phone	(840) 201-9229	Quote Number	WQ-10227875
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - NIPA	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	LHS \$0.25	---Body Color - (200) Black ---Lid Color - (200) Black ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	312.00	\$63.13	\$19,696.56

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$19,696.56
Shipping Terms	FOB Origin	Shipping	\$3,639.97
		Tax	\$1,624.97
		Grand Total	\$24,961.50

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials

are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract
Information

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 2-1-2022 through 4-30-2022. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 3, 2022

SUBJECT: Adopt a Resolution to Authorize the City Manager or his designee to enter into an agreement between the City of Wasco and Gladwell Governmental Services Inc. for Elections Consulting Services in a total amount not to exceed \$2,500.00

Recommendation:

Staff recommends the adoption of a resolution authorizing the City Manager or his designee to enter into an agreement between the City of Wasco and Gladwell Governmental Services Inc. for Election Consulting Services.

Discussion:

At the April 2, 2022, Strategic Planning meeting, the City Council determined that it wanted to consider adding a measure to the 2022 General Municipal Election proposing to change the elected City Clerk and City Treasurer to appointed positions. Staff recommends contracting a consultant to provide election management support to the City Clerk for the forthcoming election, as outlined in the proposal from Ms. Diane Gladwell.

Fiscal Impact:

The cost proposed falls within budget under the City Clerk department professional services account.

Attachments:

1. Resolution
2. Draft Agreement
3. Gladwell Governmental Proposal

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN AGREEMENT
WITH GLADWELL GOVERNMENTAL SERVICES INC TO PROVIDE ELECTION CONSULTING
SERVICES**

WHEREAS, the City wishes to contract with GLADWELL GOVERNMENTAL SERVICES, INC. to provide election consulting services; and,

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

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

WHEREAS, Gladwell Governmental Services Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

WHEREAS, Gladwell Governmental Services, Inc. shall maintain during the life of this agreement comprehensive general liability insurance coverage where and, in the amounts required by law and as outlined in the Agreement.

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

SECTION 1: Approve the Agreement with Gladwell Governmental Services Inc.

SECTION 2: Authorize the City Manager to execute an agreement with Gladwell Governmental services inc. as shown in exhibit "A"

-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 May 3, 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

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 3rd day of May 2022, by and between the CITY OF WASCO ("City") and GLADWELL GOVERNMENTAL SERVICES, INC., a California Corporation (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide elections management support for the 2022 municipal elections, which may include measures and arguments, noticing, resolutions and staff reports, employee training, and action plans/calendars (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. City hereby contracts with Consultant to perform the Services and to provide the deliverables associated therewith.

2. City shall pay Consultant on a time and materials basis at the rate of \$120 per hour, not to exceed \$2,500.00 (the "Fee") base on the proposal attached hereto as Exhibit A. The Fee is payable upon Consultant's completion of the Services to the reasonable satisfaction of City. The Fee shall be billed by Consultant upon completion of the Services by written invoice (the "Invoice") to City. The City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available meeting of the City Council for consideration. Upon approval of the Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

3. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant.

4. Without limiting Consultant's obligations under Paragraph 3 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage, in an amount of \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles.

Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

5. Consultant shall not assign its interest herein, or any part thereof, and any attempted assignment shall be void.

6. City may terminate this Agreement at any time for convenience or for Consultant's breach of this Agreement by giving Consultant ten (10) days prior written notice, provided that in such event and provided Consultant is not then in breach of this Agreement, Consultant shall be entitled to a pro rata share of the Fee representing the percentage of the Services completed to the reasonable satisfaction of City; provided further, however, that if termination is due to Consultant's breach, no payment shall be made for any of the Services to which the breach applied.

7. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first-class, or addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email: cityclerk@cityofwasco.org, or if to Consultant, Diane R. Gladwell, 1028 Tirol Lane, P.O. Box 62, Lake Arrowhead, California 92352, Email: Gladwell4@aol.com. Any party may change its address by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

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

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

18. All reports, information, data, and exhibits drafted or provided by Consultant and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City are all copyrighted by Consultant.

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

City of Wasco, California, "City"

M. SCOTT HURLBERT, City Manager

GLADWELL GOVERNMENTAL
SERVICES INC., a California
Corporation, "Consultant"

By: _____
DIANE R. GLADWELL, President

EXHIBIT “A”

PROPOSAL – BALLOT MEASURE / ELECTIONS MANAGEMENT CONSULTING SERVICES

The President of Gladwell Governmental Services, Inc. (Diane R. Gladwell, MMC) will provide various consulting and election consulting services, as directed by the City.

These may include, but are not limited to:

Elections management support for the forthcoming election, which may include:

- Measures and arguments
- Noticing
- Resolutions and Staff Reports
- Employee Training
- Action Plans / Calendars

Hourly Rate Videoconferences: \$120/hr,

Total Not to Exceed: \$2,500

RESUME

SUMMARY

Diane R. Gladwell is a Master Municipal Clerk with over twenty years experience managing in public and private sectors. Recipient of multiple awards recognizing excellence in municipal clerk administration. Facilitator, author and instructor for document imaging, best practices and reengineering in over 150 organizations, including AIIM, ARMA and COMDEX.

PROFESSIONAL BACKGROUND

Gladwell Governmental Services, Inc.
President

1989 to present

Clients have included over 200 California Cities, Special Districts and Counties. Projects have included:

- Organization-wide and Department-level Records Management Programs:
 - Retention Schedules, Procedures, Manuals and Training
- EDMS / Document Imaging / Optical Disk System Acquisition or Remediation
- Educational Programs and Publications in Technology, Business Process Reengineering,
 - Best Practices, Records Management and other subjects.
- Facilitation of Business Process Reengineering.
- Elections Management.

City of San Luis Obispo
City Clerk

1992 to 1995

As a member of the management team, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, special event permits, City Council support, and coordination of over 20 boards and commissions for the City of San Luis Obispo. Administration of the agenda process and all public notification and advertisement.

Received the Presidents Award of Distinction for Excellence in Organization and Administration from the California Clerks Association (1994). Reduced expenses by 22% while increasing services to the public; developed "InfoSLO" computerized information kiosk, electronic advertising and electronic agendas; reengineered all programs and processes in the Division.

City of Glendale
Assistant City Clerk

1989 to 1992

As a member of management, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, business licensing, film permits and special events for Glendale (population 187,000). Supervised Council and Redevelopment Agency agendas, packets and minutes preparation as required; administrated publication and mailing of legal notices, bids, and process claims for the City. Develop, presented and administrated City Clerk annual budget of \$800,000. Acted as Public Information Officer for the City during emergencies (Glendale fire, storm damage). Supervised a staff of nine who serve a culturally diverse community.

Developed, implemented, and administrated a Citywide records management program based on optical disk technology which has received international, national and state awards for exceptional records management programs.

**Food 4 Less / Market Basket / Viva / Boys Markets
Credit Management Services Supervisor**

1980-1989

Administered payment systems and collections for a chain of 50 grocery stores (over five million transactions annually.) Records management for payment transactions, criminal and civil incidents for chain. A key member of the management team that developed and implemented computerized Electronic Funds Transfer for checks and credit cards as well as several custom applications to track returned items and issue check cashing cards. Budget development and administration for four Divisions representing expenditures of over \$8,000,000.

EDUCATION

Pacific Southern University, Los Angeles: Bachelor of Science, Business Administration
California Polytechnic University, Pomona: Business administration courses
Citrus College, Azusa: Associate of Science, Business Administration
UCLA: Business management courses
Institution de Technologico, Yucatan, Mexico: Attended institute as a foreign exchange student
ESRI Geographic Information Systems (GIS) training

HONORS

Olsten Award for Excellence in Records Management Programs;
Association of Records Management Administrators (ARMA)
President's Award of Distinction for Excellence in Organization and Administration;
City Clerks Association of California (CCAC)
Records Management Award for Exceptional Municipal Programs Utilizing Alternative Technologies;
International Institute of Municipal Clerks (IIMC)
President's Award for Excellence in Public Presentations and Published Articles;
City Clerks Association of California (CCAC);
Rotary, International, Lake Arrowhead Chapter: (2) Special Service Awards for Projects which raised over \$40,000 for fire victims.
(3) Honorary Service Awards (California PTA, for outstanding service to youth and community)
Life Member: Delta Mu Delta, Alpha Gamma Sigma and California Scholarship Federation
Listed in Who's Who of Executives and Professionals
2017 Woman of Distinction Award, California 23rd Senate District

PRESENTATIONS AND PUBLICATIONS

University of Riverside, Extension / Technical Track for Clerks: Records Management, Elections
AIIM (Association for Information and Image Management)
ARMA (Association of Records Managers and Administrators)
IIMC (International Institute of Municipal Clerks)
CCAC (City Clerks Association of California)
MMCA (Master Municipal Clerks Academy)
Government Technology Conference
Co-Author: Ballot Counting Procedures and Guidelines (various voting systems)
Author: Document Imaging
Efficient Filing
Funding Records Management Projects
Elections Management and Performance Measurement
Various articles published by ARMA, ICMA, IIMC and NAGARA

PROFESSIONAL MEMBERSHIPS

AIIM Professional Level Member
Association of Records Managers and Administrators
City Clerks Association of California (*Past First Vice President, Past Second Vice President*)
International Institute of Municipal Clerks (*Past Chair, Resource Committee, Membership Task Force, Past Chair, Records Management Committee*)
National Association of Government Archives and Records Administrators (NAGARA)
Rotary, International