



## AGENDA

### Regular City Council Meeting,

Successor Agency to the  
Former Redevelopment Agency and the  
Wasco Public Finance Authority

**Tuesday, September 20, 2022 – 6:00 pm.**

**Council Chambers**

**746 8<sup>th</sup> Street, Wasco, CA 93280**

[www.cityofwasco.org](http://www.cityofwasco.org)

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

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Public comments regarding matters on the agenda may be made in person or via email. If you wish to comment on a specific agenda item, submit your comment via email to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) no later than 4:00 p.m. September 20, 2022. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) no later than 4:00 p.m. September 20, 2022.

Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

### REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez
- 3) **FLAG SALUTE:** by Javier Abraham Gonzalez son of Sergio and Isabel Gonzalez
- 4) **INVOCATION:** by Paul Hernandez, Free Will Baptist Church

**5) PRESENTATIONS:**

- a. Joshua Cooley, Wonderful Ag Prep Student (Food Drive)

**6) PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

**BROWN ACT REQUIREMENTS:** The Brown Act does not allow action or Discussion on items not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

**7) SUCCESSOR AGENCY BUSINESS: NONE**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE**

**CITY COUNCIL BUSINESS:**

**9) CONSENT CALENDAR:**

The Consent Calendar consists of items that, in 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. Receive and file department payments totaling \$1,023,580.14
- b. Approval of Minutes for:
  - 1. Special Meeting Minutes, June 22, 2022
  - 2. Special Meeting Minutes, June 27, 2022
  - 3. Regular Meeting Minutes, August 2, 2022
- c. Receive and File the Investment Report for the month ended July 31, 2022.
- d. Receive and File the Investment Report for the month ending August 31, 2022.
- e. Adopt a Resolution Authorizing the City Manager or his Designee to sign and execute a purchase order with CONFAB in the amount of \$11,637.12 to purchase one Sludge roll-off bin.
- f. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.
- g. Approval for Training Expenses Exceeding \$500.00 per trip for the Assistant City Manager to attend the 2022 California City Management Foundation's New and Future City Managers Seminar from November 4th through November 6th, 2022, in Pasadena, CA.

- h. Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase order in the amount of \$29,798.37 with National Auto Fleet Group to purchase one Ford Ranger truck for the Water Department.
- i. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement with Motor City Buick GMC in the amount of \$52,831.58 to purchase a Pick-Up Truck.
- j. Adopt a Resolution Authorizing the City Manager or his Designee to Enter into an Agreement with KSI Engineering, Inc. for design and engineering services for the Historic Downtown Restoration Project in an amount not to exceed \$100,620.00 and allow the City Manager or his Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.
- k. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for the 2022-23 SB1 Project on Poplar Avenue in an amount not to exceed \$67,960.00
- l. Adopt a Resolution Authorizing the City Manager or his Designee to Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for a Street Lighting Project on 1<sup>st</sup> – 5<sup>th</sup> Streets between Birch Avenue and Poplar Avenue.
- m. Adopt a Resolution Authorizing the City Manager or his Designee to approve a purchase order in the amount of \$32,139.17 to purchase one Ford Ranger truck for the Wastewater Department.
- n. Adopt a Resolution Authorizing the City Manager or his designee fully execute a contract with Aspect Engineering in the amount of \$85,884.00 and Authorize the use of \$100,000 of ARPA funds to cover costs associated with upgrading the City of Wasco's Water Utilities Supervisory, Control, and Data Acquisition (SCADA) system.
- o. Adopt a Resolution Authorizing the City Manager or his Designee to sign and execute a work order with FP&I in an amount including contingencies not to exceed \$18,000.00 for pump depth adjustments to Well #10.

**10) PUBLIC HEARINGS: NONE**

**11) DEFERRED BUSINESS: NONE**

**12) NEW BUSINESS:**

- a. Adopt a Resolution Approving the Final Map for Phases 2 and 3 of Tract 7373 accepting for public use the dedications for the purposes for which they are offered Authorizing the City Manager, City Clerk, or their designees to sign the Subdivision Agreement and Authorize the City Clerk to endorse the maps. (Villa)

**13) REPORTS FROM COMMISSIONS AND COMMITTEES:**

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

**14) REPORTS FROM KC FIRE AND SHERIFF:**

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

**15) REPORTS FROM THE CITY MANAGER:**

**16) REPORTS FROM THE CITY COUNCIL:**

**17) CLOSED SESSION:**

- a. 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: (one potential case)

**18) CLOSED SESSION ACTION:**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on September 16 2022, on/or before 6:00 p.m. The agenda is also available on the City website at

[www.cityofwasco.org](http://www.cityofwasco.org)



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Maria O. Martinez, City Clerk

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

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

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



## Bill Pay

Council meeting : September 20, 2022

WARRANTS	AMOUNTS
G081722	125,487.64
A081722	1,686.91
G081622	61,284.79
G081522	47,267.98
WF073122	20,295.35
A081022	2,764.34
G080922	6,156.40
G080822	48,252.00
G081022	1,470.29
G082322	15,794.26
G082422	79,162.16
G082222	6,912.56
G082522	13,809.09
G083122	51,509.43
A083122	66,576.91
G082922	6,237.50
A083022	377,604.00
SP083022	777.99
SP083122	60,000.00
SP082922	30,530.54
Grand Total	1,023,580.14

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: 2022.09.13 12:01:20  
-08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1 G081722	CINTAS CORPORATION NO. 3	4480	4127530504	23922	UNIFORM SERVICES 08/05/22	221.92
2 G081722	FED EX	123	7-849-26045	23927	FREIGHT 08/11/22	42.81
3 G081722	PG & E COMPANY	85	44600014086 08/09/22	23941	UB CENTRAL AVE & HWY 46 NW 09/09/22	107.53
4 G081722	PG & E COMPANY	85	54155040196 08/08/22	23941	UB CENTRAL AVE & HWY 46 NW FLASHING BEACON 8/8/22	14.20
5 G081722	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1025918	23915	AUG 2022: ADMIN FEES	1,430.00
6 G081722	AFFINITY TRUCK CENTER	405	F013249500:01	23916	DISPOSAL #13: COOLING FAN CLUTCH KIT	1,214.68
7 G081722	AFFINITY TRUCK CENTER	405	F013249456:01	23916	DISPOSAL #14: STATER MOTOR	368.00
8 G081722	AMAZON CAPITAL SERVICES, INC	4968	1L7H-64MQ-39CP	23917	KEYBOARD, 2 MOUSE, 3 AIR PURIFIER-FINANCE	756.44
9 G081722	AMAZON CAPITAL SERVICES, INC	4968	1FH6-VMCT-CRV7	23917	OFFICE SUPPLIES: MOUSE PADS, NOTE PADS, ETC.	39.25
10 G081722	ROBERT HALF	4814	60551875	23943	TEMP E. RAMIREZ WE 08/12/22	1,092.15
11 G081722	ROBERT HALF	4814	60527041	23943	TEMP E. RAMIREZ 08/05/22	1,369.81
12 G081722	THE GAS COMPANY	246	08331820137 AUG 2022	23948	07/12/22-08/10/22 COURTHOUSE -757 F ST	22.35
13 G081722	THE GAS COMPANY	246	08961820373 AUG 2022	23948	07/12/22-08/10/22 CITY YARD-845 F ST	14.30
14 G081722	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012291	23949	PHYSICAL POST-OFFER 08/10/22	45.00
15 G081722	JEFFRIES BROS., INC	140	112066	23932	35 LB PAIL CHEV MEROPA 460 OIL	345.53
16 G081722	PACE ANALYTICAL SERVICES, INC	5694	B454689	23940	WTR SAMPLE TEST: 7/14/22 WELL #7,#8,#11,#14 CLIP	43.44
17 G081722	PACE ANALYTICAL SERVICES, INC	5694	B454822	23940	WTR SAMPLE TEST: 7/26/22 BACTERIOLOGICAL	91.22
18 G081722	PACE ANALYTICAL SERVICES, INC	5694	B455019	23940	WW SAMPLE TEST: 7/26/22 INFLUENT MONITORING	76.02
19 G081722	PACE ANALYTICAL SERVICES, INC	5694	B445052	23940	WW SAMPLE TEST: 7/19/22 INFLUENT MONITORING	166.16
20 G081722	PACE ANALYTICAL SERVICES, INC	5694	B455337	23940	WW SAMPLE TEST: 7/28/22 INFLUENT MONITORING	76.02
21 G081722	PACE ANALYTICAL SERVICES, INC	5694	B455459	23940	WTR SAMPLE TEST: 8/2/22 BACTERIOLOGICAL DWPDIST12	91.22
22 G081722	CHARTER COMMUNICATIONS	68	077261401081022	23920	INTERNET SRVCS 08/09/22-09/08/22-SHERIFF'S SUB	162.96
23 G081722	COUNTRY TIRE & WHEEL	4953	2224373	23926	WASTE WATER #53: 2 NEW TIRES	349.49
24 G081722	LEDEZMA, MARTIN	5674	REIMB 08/17/22	23936	REIMB REFUND LEVEL TOOL FOR BUILDING DEPT	23.78
25 G081722	ODP BUSINESS SOLUTIONS, LLC	5759	256960753001	23938	OFFICE SUPPLIES: 2 QT CLEAR PADS FOR SHOP DESKS	27.54
26 G081722	ODP BUSINESS SOLUTIONS, LLC	5759	256927912001	23938	OFFICE SUPPLIES FOR SHOP	32.22
27 G081722	P & J ELECTRIC, INC.	66	7801	23939	SERVICE CALL 3 WAY VALVES REPAIRS	350.00
28 G081722	SANCHEZ MARIANA	5792	08/17/22	23945	AUG 2022: INTERPRETING SERVICES	200.00
29 G081722	ARNOLD KAMERON	5804	REIMB 08/03/22	23918	DBT-PE CIVIL BOARD OF CALIFORNIA EXAM FEES	375.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
30	G081722	AUTOZONE,INC	851	5346314183	23919	STREETS #02: FRONT & REAR BRAKES, ROTOR FLUID	574.43
31	G081722	CALTOWER, INC	5098	201127580	23921	AUG 2022: PHONE SERVICES	39.92
32	G081722	CITY OF WASCO-UB PAYMENTS	1875	677202	23924	UB 810 8TH ST 06/15/22-07/15/22	56.44
33	G081722	CITY OF WASCO-UB PAYMENTS	1875	682346	23924	UB 810 8TH ST (LF) 08/01/22-08/31/22	15.80
34	G081722	CITY OF WASCO-UB PAYMENTS	1875	677204	23923	UB 801 8TH ST 06/15/22-07/15/22	91.52
35	G081722	CITY OF WASCO-UB PAYMENTS	1875	677241	23924	UB 1445 12TH STREET (SAL) 06/15/22-07/15/22	46.32
36	G081722	CITY OF WASCO-UB PAYMENTS	1875	677570	23923	UB 800 BLK CENTRAL 06/15/22-07/15/22	91.52
37	G081722	CITY OF WASCO-UB PAYMENTS	1875	677573	23923	UB 1100 CENTRAL AVE LLMD 06/15/22-07/15/22	91.52
38	G081722	CITY OF WASCO-UB PAYMENTS	1875	677575	23923	UB 1500 BLK OF CENTRAL 06/15/22-07/15/22	401.83
39	G081722	CITY OF WASCO-UB PAYMENTS	1875	677711	23923	UB 764 E STREET (ANNEX) 06/15/22-07/15/22	121.56
40	G081722	CITY OF WASCO-UB PAYMENTS	1875	682383	23923	UB 764 E STREET (ANNEX) (LF) 08/01/22-08/31/22	182.21
41	G081722	CITY OF WASCO-UB PAYMENTS	1875	677777	23923	UB 847 F STREET (PW SHOP) 06/15/22-07/15/22	121.56
42	G081722	CITY OF WASCO-UB PAYMENTS	1875	677817	23923	UB 1300 BLK FILBURN 06/15/22-07/15/22	375.64
43	G081722	CITY OF WASCO-UB PAYMENTS	1875	678213	23923	UB NW MAPLE/MARGALO LLMD 2006-1 06/15/22-07/15/22	91.52
44	G081722	CITY OF WASCO-UB PAYMENTS	1875	678214	23923	UB MAPLE/GROMER LLMD 2006-1 06/15/22-07/15/22	91.52
45	G081722	CITY OF WASCO-UB PAYMENTS	1875	678257	23924	UB 2700 BLK MONDAVI CT 06/15/22-07/15/22	91.52
46	G081722	CITY OF WASCO-UB PAYMENTS	1875	678323	23924	UB 1500 BLOCK OF PALM 06/15/22-07/15/22	91.52
47	G081722	CITY OF WASCO-UB PAYMENTS	1875	678331	23924	UB 2100 BLK PALM 06/15/22-07/15/22	91.52
48	G081722	CITY OF WASCO-UB PAYMENTS	1875	678333	23924	UB 400 N BLOCK OF PALM LLMD 2006-1 06/15/22-07/15/22	91.52
49	G081722	CITY OF WASCO-UB PAYMENTS	1875	678335	23923	UB 1700 BLK OF PALM #A 06/15/22-07/15/22	114.09
50	G081722	CITY OF WASCO-UB PAYMENTS	1875	678360	23923	UB 1200 BLK PECAN ST 06/15/22-07/15/22	91.52
51	G081722	CITY OF WASCO-UB PAYMENTS	1875	678363	23923	UB PENELOPE LLMD 2006-1 06/15/22-07/15/22	91.52
52	G081722	CITY OF WASCO-UB PAYMENTS	1875	678431	23923	UB 1700 BLK POPLAR 06/15/22-07/15/22	91.52
53	G081722	CITY OF WASCO-UB PAYMENTS	1875	678432	23923	UB 1700 BLK POPLAR #A 06/15/22-07/15/22	91.52
54	G081722	CITY OF WASCO-UB PAYMENTS	1875	678489	23923	UB 2500 BLK OF POSO DR. LLMD06- 06/15/22-07/15/22	91.52
55	G081722	CITY OF WASCO-UB PAYMENTS	1875	678493	23923	UB 2700 BLK OF POSO AVE LLMD06-01 06/15/22-07/15/22	91.52
56	G081722	CITY OF WASCO-UB PAYMENTS	1875	678524	23923	UB PALM N. PROSPERITY 2006-1 06/15/22-07/15/22	91.52
57	G081722	CITY OF WASCO-UB PAYMENTS	1875	678661	23923	UB 1700 BLK OF MARGALO 06/15/22-07/15/22	91.52
58	G081722	CITY OF WASCO-UB PAYMENTS	1875	678863	23923	UB 1300 BLK OF WILLOW 06/15/22-07/15/22	91.52
59	G081722	COUNTRY AUTO & TRUCK, INC.	3008	7362396	23925	DISPOSAL #14: 3 NEW BATTERIES	525.57
60	G081722	FERGUSON ENTERPRISES INC	1008	1732396	23928	REPLACEMENT CHECK VALVE, BOLTS AND GASKETS	887.74
61	G081722	FERGUSON ENTERPRISES INC	1008	1732677	23928	REPLACEMENT OF HYDRANT BURY & BROKEN HYDRANT VALVE	3,355.65
62	G081722	GIBBS INTERNATIONAL	126	3517738	23929	STREET #72: DOOR & IGNITION & LOCKS	288.11
63	G081722	GOLDEN STATE PETERBILT	129	03992895	23930	STREET #92: DOOR & IGNITION SWITCH & LOCKS	160.64
64	G081722	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	41841	23931	WASCO FRESH WATER SENIOR SYSTEM ANALYST	60.00
65	G081722	KERN COUNTY SUP. OF SCHOOLS	25	JUL 2022	23933	JUL 2022: EXCESS SERVICES	47,949.22
66	G081722	KERN PLUMBING & BACK FLOW SERVICES INC	173	12406	23934	LLMD & CITY LANDSCAPING BACKFLOW TESTS	5,346.54
67	G081722	LECHOWICZ & TSENG MUNICIPAL CONSULTANTS	5698	8	23935	WATER & SEWER RATE STUDY 7/1/22 TO 7/31/22	1,540.00
68	G081722	MOTOR CITY SALES AND SERVICE	2489	1GT486E77NF354829	23937	1 QT: 2022 GMC SIERRA 2500	44,686.46
69	G081722	QUADIENT FINANCE USA,INC	1844	5408 JUL 22	23942	JUL 2022: POSTAGE	201.01
70	G081722	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	5165281	23944	764 E ST/ANNEX GEN 22/23 ANNUAL PERMIT TO OPERATE	290.00
71	G081722	SCHROETER, THOMAS F.	2732	JUL 2022	23946	JUL 2022: LEGAL SERVICES	6,352.50
72	G081722	SILVER & WRIGHT LLP	4804	30042	23947	JUL 2022: LEGAL SERVICES	206.80
73	G081722	ZEE MEDICAL SERVICE CO. #34	238	34-210851	23950	BATTERY AND SMART PADS FOR DEFIBRILLATOR	791.20
74	G081722 Total						125,487.64
75	A081722	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	080922	5215	MEDICAL CHECK RUN 080922	1,686.91
76	A081722 Total						1,686.91
77	G081622	AMAZON CAPITAL SERVICES, INC	4968	1PYM-9FQ3M-JHYP	23904	Office Supplies for City Clerk	101.17
78	G081622	AMAZON CAPITAL SERVICES, INC	4968	1WHP-DX7H-17RP	23904	1 QT BLUETOOTH SPEAKERS	22.68
79	G081622	JEFFRIES BROS., INC	140	111546CT	23911	JUL 2022: FUEL SERVICES	18,775.47
80	G081622	THE BAKERSFIELD CALIFORNIAN	206	072289223	23913	PRIT: 21021, 4X \$1.3K/DAY AD & PRIT: 22012 AD	6,076.52
81	G081622	GARDAWORLD	4266	20536516	23910	JUL 2022: EXCESS SERVICES	36.54
82	G081622	BHT ENGINEERING, INC	5134	22-376	23905	JOB#22800.05 N. POPLAR APARTMENTS	1,765.00
83	G081622	BHT ENGINEERING, INC	5134	22-377	23905	JOB#22800.07-PMW 2201	375.00
84	G081622	BHT ENGINEERING, INC	5134	22-378	23905	JOB#22800.08-START A CREDIT UNION PLAN CHECK	1,852.50
85	G081622	BHT ENGINEERING, INC	5134	22-379	23905	JOB#22800.09-DUTCH BROS COFFEE PLAN CHECK	1,765.00
86	G081622	BHT ENGINEERING, INC	5134	22-382	23905	JOB#21800.06-PARCEL MERGER 21-02	397.50
87	G081622	BHT ENGINEERING, INC	5134	22-373	23905	CMAQ PALM AVE	3,905.00
88	G081622	BHT ENGINEERING, INC	5134	22-375	23905	QAP UPDATE: 7/1/22 TO 7/31/22	2,110.00
89	G081622	BHT ENGINEERING, INC	5134	22-374	23905	2022 LLMD, CFD & PSD'S	9,470.00
90	G081622	CALIFORNIA SAFETY TRAINING CORPORATION	1711	107969	23906	PESTICIDE TRAINING FOR 7 EMPLOYEES	595.00
91	G081622	CENTRAL CALIFORNIA POWER INC	2552	122803	23907	TROUBLE SHOOT COOLANT LEAKS SERVICE CALL	1,357.45
92	G081622	DEE JASPAR AND ASSOCIATES, INC	378	22-07053	23908	TASK ORDER #5: SRF GRANT APPLICATION	1,521.00
93	G081622	DEE JASPAR AND ASSOCIATES, INC	378	22-07054	23908	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	166.71

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
94	G081622	DEE JASPAR AND ASSOCIATES, INC	378	22-07055	23908	WELL #15 PROJECT	339.00
95	G081622	DEE JASPAR AND ASSOCIATES, INC	378	22-07056	23908	WELL #16 MUNICIPAL WELL	2,373.00
96	G081622	DEE JASPAR AND ASSOCIATES, INC	378	22-07057	23908	WELL #16: STORAGE TANK & BOOSTER PUMP STATION	2,514.25
97	G081622	DISABILITY ACCESS CONSULTANTS, LLC	4561	22-194	23909	JUNE 2022-MAY 2023 DACTRAK SUBSCRIPTION	2,000.00
98	G081622	SWAGIT PRODUCTIONS, INC	5178	SW-000116SI	23912	JUL 2022: VIDEO STREAMING SERVICES	1,435.00
99	G081622	WASCO VETERINARY CLINIC	4770	JUL 2022	23914	JULY 2022: VET SERVICES	2,331.00
100	G081622 Total						61,284.79
101	G081522	AMAZON CAPITAL SERVICES, INC	4968	1FDX-4GLH-6L9W	23895	WIRELESS KEY BOARD	23.80
102	G081522	COLEMAN FROST LLP	4860	14123	23899	JUN 2022: LEGAL SERVICES	4,494.00
103	G081522	CORE & MAIN LP	4704	Q575547	23900	36 QT 3/4" METERS FOR STOCK	9,566.18
104	G081522	MAUL FOSTER & ALONGI INC	5766	47269	23902	MAR 2022: REDISTRICTING SERVICES	13,628.75
105	G081522	BHT ENGINEERING, INC	5134	22-321	23896	JOB#22800.02-LLA 22-01 GROCERY OUTLET	1,261.50
106	G081522	BHT ENGINEERING, INC	5134	22-323	23896	GRADING PERMIT 22-222 1996 BEAN WAY	1,437.50
107	G081522	CALIFORNIA DEPARTMENT OF TRANSPORTATION	2330	SL221358	23897	APRIL TO JUNE 2022 QTR SIGNAL & LIGHTING	2,602.09
108	G081522	CENTRAL CALIFORNIA CONSTRUCTION INC.	3199	36098	23898	WALK WAY & PARKING PAD	9,500.00
109	G081522	DISABILITY ACCESS CONSULTANTS, LLC	4561	21-102	23901	JUNE 2021-MAY 2022 DACTRAK SUBSCRIPTION	2,000.00
110	G081522	SILVER & WRIGHT LLP	4804	29329	23903	MAR 2022: LEGAL SERVICES	2,540.86
111	G081522	SILVER & WRIGHT LLP	4804	29518	23903	APR 2022: LEGAL SERVICES	213.30
112	G081522 Total						47,267.98
113	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122WC	5214	GIFT CARDS COVID-19,TRAINING/EVENTS,POSTAGE,OFFICE SUPPLIES	2,816.20
114	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122FIN	5214	GIFT CARDS COVID-19 VACCINE,ZOOM SRVCS & WEBINER	762.94
115	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122FL	5214	PARTS,TOOLS,SUPPLIES FOR REPAIR & MAINTENACE	2,198.46
116	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122GS	5214	PARTS & SUPPLIES FOR LANDSCAPE	1,336.08
117	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122HK	5214	PARTS,SUPPLIES,TOOLS,REPAIR/MAINT-FACILITIES MAINTENANCE	2,763.45
118	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122HC	5214	PARTS & SUPPLIES,REPAIR & MAINT-SHOP	2,059.78
119	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122LF	5214	4 DOG CRATES & NEW SCANNER FOR MICROCHIPS	543.66
120	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122MS	5214	PARTS & MATERIALS FOR SANITATIONS	1,191.92
121	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122MC	5214	MATERIALS & PARTS FOR WATER DEPT	24.93
122	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122PLAN	5214	TRAINING, BIKE RODEO EVENTS	1,766.76
123	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122SC	5214	LANDSCAPE PARTS	302.59
124	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122SM	5214	MATERIALS & SUPPLIES FOR ANIMAL CONTROLS	185.74
125	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122VN	5214	POSTAGES FOR HR	32.84
126	WF073122	WELLS FARGO CREDIT CARD	4426	WF073122VL	5214	MATERIAS & SUPPLIES,PARTS,TRAINING FOR PW	4,310.00
127	WF073122 Total						20,295.35
128	A081022	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	08/02/22	5213	MEDICAL CHECK RUN 08/02/22	2,764.34
129	A081022 Total						2,764.34
130	G080922	AMAZON CAPITAL SERVICES, INC	4968	1T9K-14HP-1Q7P	23877	NEW CELL PHONE ACCESSORIES-MULTIPLE DEPT	446.44
131	G080922	AMAZON CAPITAL SERVICES, INC	4968	1VD1-C73M-MGLL	23877	OFFICE SUPPLIES FOR CITY HALL	236.60
132	G080922	AMAZON CAPITAL SERVICES, INC	4968	1P9R-I7JK-6DWF	23877	OFFICE SUPPLIES FOR DIAL-A-RIDE	105.18
133	G080922	CORE & MAIN LP	4704	R291822	23878	REPAIR HYDRANT HIT ON 12" ST & ADAMS	943.91
134	G080922	CORE & MAIN LP	4704	R315334	23878	REPAIR HYDRANT HIT ON 12" ST & ADAMS	137.64
135	G080922	CORE & MAIN LP	4704	N323747CR	23878	OVER PAYMENT FRM INV:1323747	(3.00)
136	G080922	CORE & MAIN LP	4704	N961710CR	23878	CREDIT FROM INVOICE N961710	(247.89)
137	G080922	GENERAL OFFICE MACHINE COMPANY	1195	19217	23879	MAINTENANCE CONTRACT 09/12/22-09/11/23- CITY HALL	297.69
138	G080922	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	1933	23880	JULY 2022: BIOSOLID LOADS	1,351.68
139	G080922	INTERSTATE MANAGEMENT GROUP	5797	RFND 1481 CARNATION	23881	RFND CREDIT CUST DEPOSIT 1481 CARNATION ST	57.20
140	G080922	INTERSTATE MANAGEMENT GROUP	5797	RFND 1501 CARNATION	23881	RFND CREDIT DEPOSIT 1501 CARNATION ST	57.20
141	G080922	ROJAS DESIRA	5798	16320-0252017080	23882	RFND CREDIT CUST LOST TRASH BIN REPLACEMENT	40.00
142	G080922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2535	23883	CATALYTIC CONVERTERS	54.00
143	G080922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2537	23883	TRAFFIC IMPACT FEES	63.00
144	G080922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2538	23883	NOTICE OF ELECTION 2022	102.00
145	G080922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2563	23883	PRJCT#21021-1 SUBCONTRACTORS,MATERIAL SUPPLIES & WORKERS	756.00
146	G080922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2570	23883	SNIP MOBILE SPAY & NEUTER	150.00
147	G080922	WILBUR-ELLIS COMPANY LLC	1655	15204161	23884	20 GALS OF ROUND UP & 5 GALS OF GOAL HERBICIDE	1,608.75
148	G080922 Total						6,156.40
149	G080822	COLEMAN FROST LLP	4860	13858	23872	APR 2022: LEGAL SERVICES	2,685.00
150	G080822	MAUL FOSTER & ALONGI INC	5766	47632	23873	APR 2022: REDISTRICTING SERVICES	3,221.25
151	G080822	AMERICAN ENVIRO SERVICES INC	5754	1032	23871	PRJCT#22002 RETENTION PMT FOR PW DRIVEWAY REPAIRS	1,790.05
152	G080822	SELF-HELP ENTERPRISES	3636	12	23874	MAY 2022:CV1 SUBSISTENCE CB ASSIST	5,695.32
153	G080822	SELF-HELP ENTERPRISES	3636	10	23874	MAR 2022:CV1 SUBSISTENCE CB ASSIST	9,150.88
154	G080822	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2526	23875	BIKE RODEO ENGLISH/SPANISH,FREE RIDES ENGLISH/SPANISH,PAYROLL SPECIALIST	748.00
155	G080822	TOTER LLC	372	20INV000190655	23876	96 GALLON REFUSE CARTS-REPLACE AGED BROKEN CARTS	24,961.50
156	G080822 Total						48,252.00
157	G081022	FED EX	123	7-842-62165	23886	FREIGHT 08/04/22	47.85



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
158	G081022	PG & E COMPANY	85	35931967851 08/04/22	23888	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 08/04/22	243.89
159	G081022	CORE & MAIN LP	4704	R291788	23885	REPAIR PARTS FOR 2 <sup>nd</sup> IPS GREEN BELT LEAK	418.93
160	G081022	GARDAWORLD	4266	10703388	23887	AUG 2022: ARMORED CAR SRVCS	446.67
161	G081022	QUADIENT LEASING USA, INC	2996	N9522379	23889	POSTAGE LEASING 09/02/22-12/01/22	312.95
162	G081022 Total						1,470.29
163	G082322	AMAZON CAPITAL SERVICES, INC	4968	1PYM-9Q3M-JHYP	23960	DESK ITEMS FOR ADMINISTER MANAGER	101.17
164	G082322	AMAZON CAPITAL SERVICES, INC	4968	1T1P-QQVT-PNKV	23960	BALL PEN REFILLABLE & RETRACTABLE FOR HR	20.61
165	G082322	BHT ENGINEERING, INC	5134	22-372	23961	JOB#22800:GEN ENGINEERING-NUISANCE ABATEMENT-CITY CLRK	580.00
166	G082322	AGAPE AIR HEATING AND AIR CONDITIONING	5810	6253	23959	CONDESOR MOTOR AC REPLACED @ WELL #14	550.00
167	G082322	CCMF	1462	3085	23962	CCMF GENERAL MEMBERSHIP 07/01/22-06/30/23	400.00
168	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31569	23963	Monthly Jul 2022 IT Managed Services Agreement	1,142.25
169	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31646	23963	8i-Monthly Maintenance - Server	1,268.75
170	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31647	23963	Maintenance - BackupCentric	290.00
171	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31651	23963	Set Up PII	445.00
172	G082322	DIAMOND TECHNOLOGIES, INC.	2724	23152	23963	Missing Protections (Breach Detection) - City of WASCO	108.75
173	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31653	23963	Spyware / Malicious Sites	36.25
174	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31654	23963	Watchguard Security Subscription Renewal - M270	95.00
175	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31655	23963	Java Installations Lists	56.25
176	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31656	23963	Windows 10 Creator Build	56.25
177	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31658	23963	AD Audit List	168.75
178	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31659	23963	Mittel Project Information Request	281.25
179	G082322	DIAMOND TECHNOLOGIES, INC.	2724	31661	23963	Rafael Villareal- Password reset submitted by Maria	108.75
180	G082322	INFO SEND, INC.	4244	218222	23964	7/28 & 7/29 STMTS,DATA PRCSNG/PRINT/MAIL PREP SRV	3,122.25
181	G082322	INFO SEND, INC.	4244	216810	23964	7/1 & 7/5-STMT DATA PRCESSNG/PRINT/MAIL PREP SRVC	2,964.63
182	G082322	READYREFRESH BY NESTLE	4027	02G0033487406	23965	6/27/22 - 7/26/22: 5409 7TH ST DRINKING WTR SERV	28.85
183	G082322	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	22116	23966	3RD QTR 2022 GROUND WTR REPORTS	3,969.50
184	G082322 Total						15,794.26
185	G082422	FED EX	123	7-857-23843	23972	FREIGHT 08/18/22	63.85
186	G082422	AMAZON CAPITAL SERVICES, INC	4968	1CLJ-KC1H-69FF	23967	TRIPLE MONITOR DESK MOUNT FOR TRANSIT STATION	214.32
187	G082422	AMAZON CAPITAL SERVICES, INC	4968	1KVQ-3T1X-67RF	23967	STAPLES FOR CITY HALL	10.03
188	G082422	AMAZON CAPITAL SERVICES, INC	4968	16KG-DVNX-1HCX	23967	NEW CELL PHONE ACCESSORIES	30.18
189	G082422	AMAZON CAPITAL SERVICES, INC	4968	134I-FDDF-7NC1	23967	COMPUTER MONITOR STAND-TRANSIT STATION	107.16
190	G082422	AMAZON CAPITAL SERVICES, INC	4968	1FPP-PV7M-9FHX	23967	WIRELESS HANDET FOR TRANSIT	312.84
191	G082422	AMAZON CAPITAL SERVICES, INC	4968	1G6P-TR9V-6KTQ	23967	SM-MEMORY CARD FOR HR	30.30
192	G082422	AMAZON CAPITAL SERVICES, INC	4968	1PK6-XTN3-364T	23967	RETURN CREDIT FROM INV:1HTP-6RPI-94IY	(228.70)
193	G082422	CHARTER COMMUNICATIONS	68	167751301081522	23969	INTERNET SRVCS AUG 2022 FOR COW	118.36
194	G082422	P & J ELECTRIC, INC.	66	7816	23976	SECONDARY 3 WAY VALVE & BARSSCREEN	1,422.16
195	G082422	P & J ELECTRIC, INC.	66	7822	23976	LIFT STATION PUMP #1, & EFFLUENT PUMP	711.08
196	G082422	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2583	23980	2022-719 TITLE 9 PUBLIC PEACE,MORALS & WELFARE	81.00
197	G082422	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2589	23980	SLUDGE DRYING BEDS AD	540.00
198	G082422	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2584	23980	BIDDERS -HOUSING ELEMENT	183.00
199	G082422	ARMA INTERNATIONAL	5812	PRO2260084863	23968	INTERNATIONAL MEMBERSHIP 10/01/22-MARIA MARTINEZ	175.00
200	G082422	COMPUCHECKS.COM	5007	C1411019	23970	2000 AP CHECKS	220.94
201	G082422	FASTENAL COMPANY	3221	CABAE20757	23971	SAFETY VEST, GLOVES, WIPES FOR OPERATIONS	294.82
202	G082422	BAKERSFIELD DODGE, INC	361	DEAL# 94983	23973	2022 RAM PROMASTER VAN FOR FACILITES DEPT	55,078.00
203	G082422	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN020590	23974	JUL-SEPT 2022: CONTRACT SRVC SALES TAX /AUDIT SRVC	1,781.40
204	G082422	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS JUL 22	23975	JULY 2022: STSWP FEES	2,377.42
205	G082422	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP JUL 22	23975	JULY 2022: WSP LANFILL FEES	1,132.74
206	G082422	PHOENIX GROUP INFORMATION SYSTEMS	4913	072022239	23977	JUL 2022: CITATIONS FEES & SRVCS	393.25
207	G082422	READYREFRESH BY NESTLE	4027	22H0018613430	23978	7/15/22 - 8/14/22: 5410 7TH ST DRINKING WTR SERV	98.81
208	G082422	SAFETY-KLEEN SYSTEMS, INC	4768	89565462	23979	55 GAL OF 5W30 FULL SYNTHETIC MOTOR OIL	637.85
209	G082422	SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA	5032	7209	23981	08/05/22 SPAY & NEUTER \$25.00	7,000.00
210	G082422	UNIVAR USA INC	111	50477661	23982	WELL #7: 4TH & POPLAR LIQUID CHLORINE	1,084.92
211	G082422	UNIVAR USA INC	111	50477662	23982	WELL #8: POSO DRIVE LIQUID CHLORINE	953.08
212	G082422	UNIVAR USA INC	111	50477663	23982	WELL #11: 11TH & OAK LIQUID CHLORINE	862.67
213	G082422	UNIVAR USA INC	111	50477664	23982	WELL #14: 747 G ST LIQUID CHLORINE	975.68
214	G082422	WATER ASSOCIATION OF KERN COUNTY	2323	08/22/22	23983	WATER CONSERVATION SUMMER PROGRAM	2,500.00
215	G082422 Total						79,162.16
216	G082222	SELF-HELP ENTERPRISES	3636	12-1	23957	MAY 22: ADJUSTMENT CVI SUBSISTENCE PAYMENTS 89.85	89.95
217	G082222	INTERWEST CONSULTING GROUP, INC.	1571	76820-1	23955	FEB 2022: NEW GROCERY OUTLET ADJUSTMENTS BALANCE	2,785.18
218	G082222	INTERWEST CONSULTING GROUP, INC.	1571	77546	23955	MAR 22022: NEW COMMUNITY BUILDING-SUNSET APARTMENT	3,073.18
219	G082222	ROUTEMATCH SOFTWARE	5660	7583	23956	SYSTEM ACCEPTANCE PHASE PROJECT SIGN-OFF FEE	440.00
220	G082222	WHITE WOLF LAND SERVICE	4242	44711	23958	WASCO TITLE RESEARCH 03/01-03/15/22	524.25
221	G082222 Total						6,912.56



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
222	G082522	PG & E COMPANY	85	02579048568 08/11/22	23984	UB 692 GRAPEVINE LN 08/11/22	12.12
223	G082522	PG & E COMPANY	85	07051823859 08/18/22	23984	UB 501 F STREET 08/18/22	987.15
224	G082522	PG & E COMPANY	85	83658717562 08/16/22	23984	UB ANNEX PARKING LIGHT 08/16/22	12.16
225	G082522	PG & E COMPANY	85	21147131763 08/16/22	23984	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 08/16/22	22.49
226	G082522	PG & E COMPANY	85	27677027560 08/17/22	23984	UB 603 PALM AVE 08/17/22	9.86
227	G082522	PG & E COMPANY	85	2991529253 08/15/22	23984	UB 810 8TH ST COURTHOUSE 08/15/22	159.11
228	G082522	PG & E COMPANY	85	34334121893 08/15/22	23984	UB 25' N/O FILLBURN ON BECKES 08/15/22	11.71
229	G082522	PG & E COMPANY	85	870274247011 8/19/22	23984	UB AGRICULTURE 08/19/22	383.14
230	G082522	PG & E COMPANY	85	58161952393 08/15/22	23984	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 8/15/22	6,400.18
231	G082522	PG & E COMPANY	85	20533184923 08/15/22	23984	UB SW SE SE 11 27 24 N/S POSO .25M W/O PALM 08/15	16,523.89
232	G082522	PG & E COMPANY	85	51997041895 08/22/22	23984	UB 08/22/22 MULTIPLE LOCATIONS	40,635.86
233	G082522	PG & E COMPANY	85	67155644395 07/25/22	23984	TRUE-UP CREDIT PERIOD AUG 2021-JUL 2022	(51,348.58)
234	G082522 Total						13,809.09
235	G083122	CINTAS CORPORATION NO. 3	4480	4128205759	23996	UNIFORM SERVICES 08/12/22	221.92
236	G083122	CINTAS CORPORATION NO. 3	4480	4128931177	23996	UNIFORM SERVICES 08/19/22	255.91
237	G083122	FED EX	123	7-864-20909	23999	FREIGHT 08/25/22	77.77
238	G083122	PG & E COMPANY	85	0008125727-1	24016	UB NW NE SE 92724 SOLAR PLANT-AC JUL 22	50.76
239	G083122	PG & E COMPANY	85	46754368564 08/26/22	24016	UB NE COR CENTRAL AVE & MARGALO 08/26/22	201.58
240	G083122	PG & E COMPANY	85	67155644395 08/25/22	24016	UB 5410 7TH ST 08/25/22	8,565.34
241	G083122	PG & E COMPANY	85	87027247011 08/25/22	24016	UB AGRICULTURE 08/25/22	168.04
242	G083122	AMAZON CAPITAL SERVICES, INC	4968	1N1NN-LW1J-CD7W	23991	250 PACKS OF CRAYONS FOR WTR CONSERVATION OUTREACH	43.28
243	G083122	AMAZON CAPITAL SERVICES, INC	4968	1XPP-GKLH-7PYD	23991	RETURN CREDIT FROM INV:1PYM-9Q3N-JHYP	(7.14)
244	G083122	THE GAS COMPANY	246	08207136329 AUG 22	24019	MULTIPLE ADDRESS 07/14/22-08/12/22	215.39
245	G083122	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012358	24020	PHYSICAL DOT 08/17/22	90.00
246	G083122	PACE ANALYTICAL SERVICES, INC	5694	B455922	24013	WTR SAMPLE TEST: 8/9/22 WELL #7, #8, #10, #11, & #12	597.30
247	G083122	PACE ANALYTICAL SERVICES, INC	5694	B456115	24013	WW SAMPLE TEST: 8/4/22 INFLUENT MONITORING	93.40
248	G083122	PACE ANALYTICAL SERVICES, INC	5694	B456145	24013	WW SAMPLE TEST: 8/2/22 INFLUENT MONITORING	166.16
249	G083122	PACE ANALYTICAL SERVICES, INC	5694	B456311	24013	WTR SAMPLE TEST: 8/9/22 BACTERIOLOGICAL	91.22
250	G083122	PACE ANALYTICAL SERVICES, INC	5694	B456481	24013	WW SAMPLE TEST: 8/9/22 INFLUENT MONITORING	76.02
251	G083122	CHARTER COMMUNICATIONS	68	167736001082122	23995	INTERNET SRVCS AUG 2022 FOR COW	226.68
252	G083122	COUNTRY TIRE & WHEEL	4953	2225010	23997	DAR #63: 4 NEW TIRES	561.14
253	G083122	P & J ELECTRIC, INC.	66	7821	24012	TROUBLE SHOOT LIMITORQUE	3,212.30
254	G083122	BHT ENGINEERING, INC	5134	22-409	23994	GRADING PERMIT 22-261	2,622.50
255	G083122	GOLDEN STATE PETERBILT	129	03P94376	24001	STREET #92: IGNITION SWITCH	49.99
256	G083122	SCHROETER, THOMAS F.	2732	AUG 2022	24018	AUG 2022: LEGAL SERVICES	5,048.72
257	G083122	INTERWEST CONSULTING GROUP, INC.	1571	80771	24002	JUL 2022: TI FOR ROSS#2511, NEW DUTCH BROS	5,407.81
258	G083122	ACC BUSINESS	4766	222279333	23987	AUG 2022: FIBER NETWORK SERVICES	816.91
259	G083122	AFLAC	108	520658	23988	AUG 2022: AFLAC SERVICES	648.42
260	G083122	ALEXANDER ARIAS	5802	17341-235006658	23989	RFND STOPPED SRVC APPLIED DEP 665 GRIFFITH #B	23.44
261	G083122	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202208180590	23990	8/15/22 TO 8/18/22 WTR READING METER SERVICE	6,534.77
262	G083122	ARIANA ARAMBULA	5807	15973-015000620A	23992	RFND CREDIT MOVE OUT 2242 2ND ST	19.42
263	G083122	ATT - PAYMENT CENTER	1488	000018675772	23993	PHONE SERVICES 07/24/22-08/23/22	30.57
264	G083122	ATT - PAYMENT CENTER	1488	000018675773	23993	PHONE SERVICES 07/24/22-08/23/22	50.80
265	G083122	ATT - PAYMENT CENTER	1488	000018675774	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
266	G083122	ATT - PAYMENT CENTER	1488	000018675775	23993	PHONE SERVICES 07/24/22-08/23/22	327.69
267	G083122	ATT - PAYMENT CENTER	1488	000018675776	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
268	G083122	ATT - PAYMENT CENTER	1488	000018675777	23993	PHONE SERVICES 07/24/22-08/23/22	75.36
269	G083122	ATT - PAYMENT CENTER	1488	000018675778	23993	PHONE SERVICES 07/24/22-08/23/22	26.25
270	G083122	ATT - PAYMENT CENTER	1488	000018675779	23993	PHONE SERVICES 07/24/22-08/23/22	50.92
271	G083122	ATT - PAYMENT CENTER	1488	000018675780	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
272	G083122	ATT - PAYMENT CENTER	1488	000018675781	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
273	G083122	ATT - PAYMENT CENTER	1488	000018675782	23993	PHONE SERVICES 07/24/22-08/23/22	1,356.93
274	G083122	ATT - PAYMENT CENTER	1488	000018675783	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
275	G083122	ATT - PAYMENT CENTER	1488	000018675784	23993	PHONE SERVICES 07/24/22-08/23/22	30.57
276	G083122	ATT - PAYMENT CENTER	1488	00001875785	23993	PHONE SERVICES 07/24/22-08/23/22	49.12
277	G083122	ATT - PAYMENT CENTER	1488	000018675786	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
278	G083122	ATT - PAYMENT CENTER	1488	000018675787	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
279	G083122	ATT - PAYMENT CENTER	1488	000018675788	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
280	G083122	ATT - PAYMENT CENTER	1488	000018675789	23993	PHONE SERVICES 07/24/22-08/23/22	26.24
281	G083122	ATT - PAYMENT CENTER	1488	000018675790	23993	PHONE SERVICES 07/24/22-08/23/22	75.36
282	G083122	ATT - PAYMENT CENTER	1488	000018677314	23993	PHONE SERVICES 07/24/22-08/23/22	94.02
283	G083122	EWMI/ERNEST GILL	5814	REFUND 08/10/22	23998	RFND CONSTRUCTION WATER METER DEPOSIT	1,000.00
284	G083122	TRADICIONES MARKETS, INC	5259	478 JUL 2022	24000	JUL 2022: 478 UB PAYMENTS TRANSACTIONS	86.04
285	G083122	J & J MARKET (STEVE RYU)	5806	12820-0200013750	24003	RFND CREDIT CLOSED ACCT 1375 F ST	220.06

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
286	G083122	KARINA C. CORTES	5805	15735-0355011100	24004	RFND CREDIT CLOSED ACCT 1110 POPLAR AVE	102.26
287	G083122	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075	0000140618	24005	8/23/22-9/19/22:PORTABLE TOILET SERVICE AT GW SITE	74.68
288	G083122	LAWSON PRODUCTS INC	792	9309832712	24006	MATERIAL #GENERAL:ASSORTMENT OF WIRE TIDES & BOLTS	112.46
289	G083122	MARY L GONZALES	5800	14831-0180012450	24007	RFND CREDIT CLOSED ACCT 412 SOUTH TIETON AVE	7.66
290	G083122	MARY L GONZALES	5800	14831-080012450.	24007	RFND CREDIT CLOSED ACCT 412 SOUTH TIETON AVE	71.92
291	G083122	MOISES ZAVALA	5801	17005-0006013100	24008	RFND CREDIT CLOSED ACCT 1310 3RD ST	29.41
292	G083122	NAVIA BENEFIT SOLUTIONS	5664	10512851	24009	202201-SEC.125 9 PARTICIPANTS FEES	54.00
293	G083122	NEW YORK LIFE INSURANCE COMPANY	4733	S10763000 AUG 22	24010	AUG 2022: INS. PREMIUM	270.00
294	G083122	ONE SOURCE PARTS, LLC DEPT 900	5748	836536	24011	DISPOSAL #13: ARM AIR VALVES	300.76
295	G083122	ONE SOURCE PARTS, LLC DEPT 900	5748	836537	24011	DISPOSAL #13: HYDRAULIC PUMP	1,660.00
296	G083122	PETTY CASH/ANNEX	88	PETTY CASH/ANNEX8/22	24014	6 TICKETS SPECIAL EVENTS WINE & ROSES-CITY COUNCIL	300.00
297	G083122	PETTY CASH/CITY HALL	13	PETTY CASH-CH 08/22	24015	PETTY CASH EXPENSES FOR CITY HALL	267.68
298	G083122	ROSEMARY HINOJOSA	5803	2185-0290024090	24017	RFND CREDIT CLOSED ACCT 901 POPLAR AVE	49.18
299	G083122	VERIZON CONNECT FLEET USA LLC	5662	346000033735	24021	AUG 2022: 44 GPS VEHICLES SRVCS	767.80
300	G083122	WESTCOAST HYDRAULICS INC	3641	44951	24022	DISPOSAL #23: MAJOR REPAIRS ON HYDRAULIC SYSTEM	7,652.72
301	G083122 Total						51,509.43
302	A083122	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	08/22/22	5217	MEDICAL CHECK RUN 08/22/22	1,770.96
303	A083122	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	08/16/22	5217	MEDICAL CHECK RUN 08/16/22	5,417.06
304	A083122	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	08/29/22	5217	MEDICAL CHECK RUN 08/29/22	4,756.33
305	A083122	BLUE SHIELD OF CALIFORNIA	3591	222270013192	5218	SEPT 22: INS. PREMIUM	48,076.64
306	A083122	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 SEPT 22	5219	SEPT 22: INS. PREMIUM	6,555.92
307	A083122 Total						66,576.91
308	G082922	BHT ENGINEERING, INC	5134	22-371	23985	22013-1: CENTRAL & FILBURN WIDENING CONNECTION PRJ	6,110.00
309	G082922	DIAMOND TECHNOLOGIES, INC.	2724	31660	23986	Issues connecting to- machine COW-FIN-03	127.50
310	G082922 Total						6,237.50
311	A083022	CSIVRMA	78	RMA 2023-0056	5216	2023/2023 1ST QTR DEPOSITS	377,604.00
312	A083022 Total						377,604.00
313	SP083022	INFO SEND, INC.	4244	217414	24024	PRJ#22032 WAC WATERBOARD LETTER	777.99
314	SP083022 Total						777.99
315	SP083122	RETAIL STRATEGIES, LLC	5813	902-1	24025	PRJ#23027 CONSULTANT: 1 YR 08/22-08/23 ECONOMIC DEVELOPMENT STRATEGIES	60,000.00
316	SP083122 Total						60,000.00
317	SP082922	STATE WATER RESOURCES CONTROL BOARD	5795	REFUND	24023	PRJ#22030 RFND WATER ARREARAGE	30,530.54
318	SP082922 Total						30,530.54
319	GRAND TOTAL						1,023,580.14

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Wednesday, June 22, 2022**  
Special Meeting – 7:30 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**  
**and via Zoom Webinar**

Pursuant to AB 361, the City Council meetings are presented in a hybrid format and in-person and virtually via Zoom webinar.

**SPECIAL MEETING – 7:30 pm**

**1) CALL TO ORDER:**

Mayor Reyna called the meeting to order at 7:30 pm.

**2) ROLL CALL:**

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

Staff Members: City Manager Hurlbert, Assistant City Manager Lara, City Clerk Martinez, Public Works Director Villa, Finance Director Perez-Hernandez, Deputy Public Works Director Martinez

**3) FLAG SALUTE:** by Mayor Reyna

**4) NEW BUSINESS:**

- a. Review and discussion of Preliminary Proposed Annual Operating Enterprise Funds and Preliminary Capital Improvement Program for the Fiscal Year of 2022-2023

PowerPoint presentation by Finance Director Perez-Hernandez.

No public comments.

City Council members provided a list of CIP priorities to Finance Director Perez-Hernandez requested by staff.

**Budget items Reviewed Enterprise Funds:**

- Wastewater Budget
- Water Budget
- Sanitation Budget
- Compressed Natural Gas Budget
- Public Transit Budget

**5) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 9:25 pm.

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Maria O. Martinez, City Clerk

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Gilberto Reyna, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Monday, June 27, 2022**  
Special Meeting – 5:30 pm.  
**City Council Chambers**

**SPECIAL MEETING – 5:30 pm**

**1) CALL TO ORDER:** Mayor Reyna

Mayor Reyna called the meeting to order at 5:30 pm.

**2) ROLL CALL:**

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

Staff Present: City Manager Hurlbert, Assistant City Manager Lara, City Clerk Martinez, Deputy City Clerk Flores, Finance Director Perez-Hernandez

**3) FLAG SALUTE:** by Mayor Reyna

Mayor Reyna read item 4 and opened the public comments.

No public comments.

Mayor Reyna adjourned the meeting into Closed Session at 5:33 pm.

Mayor Reyna adjourned out of Closed Session at 5:53 pm.

**Mayor Reyna reported out of the Closed Session.**

**4) CLOSED SESSION:**

- a. THREAT TO PUBLIC SERVICES OR FACILITIES per GC SECTION 54957(a)  
Consultation with the City Manager

**5) CLOSED SESSION ACTION:**

- a. THREAT TO PUBLIC SERVICES OR FACILITIES per GC SECTION 54957(a)  
Consultation with the City Manager  
**No reportable action**

**6) NEW BUSINESS:**

- a. Adopt a Resolution approving the City's Operation Budget and Capital Improvement Projects for the Fiscal Year 2022-2023.  
**Reso#2022-3749**

PowerPoint presentation by Finance Director Perez-Hernandez and Assistant City Manager Lara

- Fiscal Year Operating Budget review

Mayor Reyna open to public comments

No public comments.

City Manager Hurlbert informed the council the budget book will be subject to minor changes and have additional departmental narratives included in the final.

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

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

- b.** Adopt a Resolution approving the Annual Appropriations Limit for the Fiscal Year 2022-2023. (Perez-Hernandez)

**Reso#2022-3750**

Presentation by Finance Director Perez-Hernandez.

No public comments.

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

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

**7) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 6:30 pm

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Monica Flores, Deputy City Clerk

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Gilberto Reyna, Mayor



**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, August 2, 2022**  
Regular Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Reyna called the meeting to order at 6:03 pm.

**2) ROLL CALL:**

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

**Late:** Council Member Garcia arrived at 6:04 pm

Staff present: Assistant City Manager Lara, City Attorney Schroeter, City Clerk Martinez, Deputy Clerk Garcia, Public Works Director Villa, Finance Director Perez-Hernandez, Kern County Sheriff Sergeant Shinn, Kern County Fire Chief Appleton.

**3) FLAG SALUTE:** by Wasco Bengals Cheer

**4) INVOCATION:** by Manuel Cantu, Lifehouse Church

**5) PRESENTATIONS:**

**a.** A Recognition for the Wasco Bengals Cheer

Mayor Reyna presented the recognition to Cheer representative Cinthia Torres, Head Coach Xena Torres, Coach Addison Vasquez, and Ruth Loza. The Cheer team performed a short demonstration.

**6) PUBLIC COMMENTS:**

- Manuel Cantu

**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 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.** Receive and file department payments totaling \$1,499,833.65.

**b.** Receive and File the Investment Report for the month ended June 30, 2022.

- c. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.  
**Reso#2022-3776**
- d. Adopt a Resolution Authorizing the City Manager or his designee to execute the amended EV Ready Communities Memorandum of Understanding (MOU) between Kern COG and City of Wasco as funded by the California Energy Commission ARV-20-0101 for Level 3 DC Fast Chargers AND Budget Amendment.  
**Reso#2022-3777**  
**Agmt#2021-055 (1)**
- e. Adopt and Waive the Second Full Reading by title only of An Ordinance of the City of Wasco Amending Title 9 "Public Peace, Morals, and Welfare" of the City of Wasco Municipal Code, Chapter 9, to Establishing Regulations Prohibiting the Unlawful Possession of a Catalytic Converter and Making a Determination of Exemption Under CEQA.  
**Ord#2022-719**
- f. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in the amount of \$79,221.28 to purchase two Hybrid SUV's for Code Enforcement and Building Department Vehicle Replacement and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.  
**Reso#2022-3778**
- g. Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase contract with Bermingham Controls, Inc. in the amount of \$72,281.67 to purchase digester gas valve replacements and make a budget amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.  
**Reso#2022-3779**
- h. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement and to Authorize a purchase order for two Level 3 DC Fast Chargers in the amount of \$163,151.01 with Chargepoint Inc.  
**Reso#2022-3780**  
**Agmt#2022-030**
- i. Authorize the City Manager or his designee to sign the engagement letters of Badawi & Associates for Audit and Accounting Services for the Fiscal Year 2021-22 for an Estimated Cost of \$41,085.  
**Agmnt#2021-030 (5)**  
**Agmt#2021-030 (6)**  
**Agmt#2021-030 (7)**  
**Agmt#2021-030 (8)**  
**Agmt#2021-030 (9)**  
**Agmt#2021 030 (10)**

- j. Adopt a Resolution Authorizing the City Manager or his Designee to Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and sign a Purchase order in the amount of \$5,094.67 to purchase landscape equipment from Kern River Power Equipment.

**Reso#2022-3781**

- k. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement and Authorize a purchase order of two level 3 DC fast Chargers and two level 2 chargers in the amount of \$186,674.50 with Chargepoint Inc. to be utilized by the Transit Department and Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

**Reso#2022-3782**

**Agmt#2022-032**

Mayor Reyna open to public comments

No public comments.

**Motion** was made by Council Member Martinez, **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

**10) PUBLIC HEARINGS: None**

**11) DEFERRED BUSINESS: None**

**12) NEW BUSINESS:**

- a. Adopt A Resolution Authorizing the City Manager or Designee to Appropriate Coronavirus State and Local Fiscal Recovery Funds Under the American Rescue Plan Act of 2021 (ARPA) for the Execution of a Professional Services Agreement with Retail Strategies, LLC. to Provide Business Development Consulting, including Retail Recruitment, Downtown/HWY 46 Five Year Strategic Plan, and Retail Academy/Training.

**Reso#2022-3783**

**Agmt#2022-031**

Oral presentation by Assistant City Manager Lara.

No public comments.

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

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

### 13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)

**Council Member Garcia** reported no meeting until next month in September.

- b. Kern Council of Government (Reyna)

**Mayor Reyna**

- Attended the last meeting, and informed the approval of an increase in the amount granted to place charging stations in the City of Wasco.
- The Palm Ave reconstruction of the road has moved forward and is closed to completion.
- Spoke to Michael Navarro at Kern Council of Government regarding the painting of the crosswalk on Highway 43 and believes it is still unsafe for City staff or residents when crossing. A meeting will be taking place on August 8, 2022, for further discussion

**Assistant City Manager Lara:**

- Gave an update on the RSTSP project indicating that all Environmental documents have been completed and submitted to Caltrans.
- Informed that the additional archeological studies have been completed and are still working on the Environmental documents for the Congestion Mitigation and Air Quality (CMAQ) item.

- c. Wasco Task Force (Martinez & Reyna)

**Mayor Reyna** reported No Taskforce meeting, although the Advisory Steering Committee met and Daryl Hochstein presented a presentation.

### 14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)

**Fire Chief Appleton** gave a recent report regarding the activities on the 4<sup>th</sup> of July

- b. Kern County Sheriff Department (Shinn)

**Sargent Shinn** presented a PowerPoint report on recent crimes

### 15) REPORTS FROM THE CITY MANAGER:

**Assistant City Manager Lara updated the council on the following items:**

- Snip liter event taking place on Friday, 8/5/22 @8:30am and 1:30 pm.
- Reminder of free Dial A Ride transit rides for the entire month of August 2022.
- Covid-19 assistance through self-help, mortgage, and utility assistance on the City Website.

### 16) REPORTS FROM THE CITY COUNCIL:

**Mayor Reyna:**

- COVID -19 vaccines event took place at the Court House on 7/31/22; a total of 91 people got vaccinated 84 were residents. A \$50.00 gift card was gifted; also, the clinic onsite offered a \$100.00 gift card.
- Promoted the free Dial A Ride service at the event.

**Council Member Martinez:**

- Congratulated Tilo and Jennie Cortez, Roger and Dolores Harrison, and Tim and Karen Holtermann for selection as Grand Marshalls for the Wasco Rose Parade.

Mayor Reyna read item 17a and open for public comments

No public comments.

Mayor Reyna adjourned into a closed session at 7:07 pm.

Mayor Reyna adjourned out of the closed session at 7:14 pm.

**17) CLOSED SESSION:**

**a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9: claim from Veronica Espinosa

**18) CLOSED SESSION ACTION:**

City Attorney Tom Schroeter reported out.

**a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9: claim from Veronica Espinosa

**Motion** was made by Mayor Reyna, **seconded** by Council Member Garcia, to deny the claim from Veronica Espinosa by the following roll call vote:

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

**19) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 7:14 pm.

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Claudia Garcia, Deputy City Clerk

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Gilberto Reyna, Mayor



## STAFF REPORT CITY OF WASCO

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

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

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**Recommendation:**

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

**Background:**

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ending June 30, 2022. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.



**Discussion:**

The City's total cash and investments market value on July 31, 2022, was \$57,810,880 compared to \$54,384,491 on June 30, 2022. This is a \$3.42 million increase from the previous month (\$3.47 million increase on the cost basis).

The increase is primarily driven by the second tranche of the America Rescue Plan Act deposit.

As of July 31, 2022, the City has \$45.9 million (79.43%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.86 % during the quarter (ended June 30, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.9 million (12.07%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (2.65 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of .30 % is the average earned by a 3-month Treasury Bill during the month ended July 31, 2022, and the long and medium-term benchmark of .86 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended July 31, 2022, was .69%.

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

**Fiscal Impact:**

There is no fiscal impact to this action.

**Attachments:**

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



**Investment Report**  
**Sunday, July 31, 2022**

	Average Earnings Rate						
	this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
<b>Investments</b>							
<b>Local Agency Investment Fund (LAIF) - Beginning</b>	0.75%	0.30%	40,294,241	40,416,529			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			5,500,000	5,500,000			
<b>Local Agency Investment Fund (LAIF) - Total</b>			45,794,241	45,916,529	7	79.43 %	0.02
<b><u>Other Cash Pools:</u></b>							
CSJVRMA Investment Pool	1.17%	0.30%	2,283,417	2,198,938	7	3.80 %	0.00
Cal Trust Short Term Money Market Fund	1.37%	0.30%	1,596,929	1,592,616	1	2.75 %	0.01
Cal Trust Medium Term Money Market Fund	1.23%	0.86%	3,245,008	3,186,870	3	5.51 %	0.00
<b><u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u></b>							
Certificates of Deposit	3.03%	0.86%	1,250,000	1,251,305	(180)	2.16 %	0.01
Money Market Funds (July 31, 2022 )	0.01%	0.30%	282,407	282,407	1	0.49 %	0.00
<b>Investments current month (July 31, 2022)</b>			54,452,003	54,428,666			0.01
<b>Investments previous month (June 30, 2022)</b>			48,867,840	48,895,478			
<b>Net Investment Increase(Decrease) (July 31, 2022)</b>			5,584,162	5,533,188			
<b>Cash on Hand (July 31, 2022)</b>							
Cash Transfer to LAIF			8,882,214	8,882,214	1	16.32 %	0.00
			(5,500,000)	(5,500,000)			
			3,382,214	3,382,214			
<b>Cash on Hand previous month (June 30, 2022)</b>			5,489,013	5,489,013	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(2,106,799)	(2,106,799)			
<b>Total Cash and Investments (July 31, 2022)</b>			57,834,217	57,810,880			
<b>Total Cash and Investments previous month (June 30, 2022)</b>			54,356,853	54,384,491			

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

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

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .48%

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

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

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value <sup>(1)</sup>	Days	% of Portfolio	WAM <sup>(2)</sup>
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	250,280.00	52	0.43 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	249,940.00	66	0.43 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	250,012.50	134	0.43 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	250,545.00	410	0.43 %	0.00
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	250,527.50	417	0.43 %	0.00
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,251,305.00	(180)	2.16 %	0.01
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	8/1/2022	282,407	282,407	1	0.49 %	0.00
Total Held by Unionbanc Investment Services					1,532,407	1,533,712	(179)	2.65 %	0.01

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



## STAFF REPORT CITY OF WASCO

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Receive and File the Investment Report for the month ending August 31, 2022.

---

### **Recommendation:**

Staff recommends that the City Council receive and file the Investment Report for the month ending August 31, 2022.

### **Background:**

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended June 30, 2022. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

**Discussion:**

The City's total cash and investments market value on August 31, 2022, was \$57,646,622 compared to \$57,810,880 on June 30, 2022. This is a \$163,216 decrease from the previous month (\$212,278 decrease on the cost basis).

The decrease is attributed to several external and internal factors as the volatility with the Feds increasing interest rates to maintain inflation under control and payments to contractors for street projects and fleet purchases.

As of August 31, 2022, the City has \$46 million (79.83%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.75 % during the quarter (ended June 30, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.9 million (12.03%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (2.66 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of .41 % is the average earned by a 3-month Treasury Bill during the month ended July 31, 2022, and the long and medium-term benchmark of .95 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended August 31, 2022, was .58%.

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

**Fiscal Impact:**

There is no fiscal impact to this action.

**Attachments:**

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



**Investment Report**  
**Wednesday, August 31, 2022**

	Average Earnings Rate		Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
	this Month	Metrics (3)					
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	0.41%	45,794,241	46,019,218			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-			
Local Agency Investment Fund (LAIF) - Total			45,794,241	46,019,218	7	79.83 %	0.02
<u>Other Cash Pools:</u>							
CSJVRMA Investment Pool	1.26%	0.41%	2,285,689	2,173,974	7	3.77 %	0.00
Cal Trust Short Term Money Market Fund	1.98%	0.41%	1,599,612	1,595,299	1	2.77 %	0.01
Cal Trust Medium Term Money Market Fund	1.60%	0.95%	3,249,340	3,165,423	3	5.49 %	0.00
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>							
Certificates of Deposit	2.84%	0.95%	1,250,000	1,250,693	(459)	2.17 %	0.01
Money Market Funds (August 31, 2022 )	0.01%	0.41%	284,063	284,063	1	0.49 %	0.00
Investments current month (August 31, 2022)			54,462,944	54,488,670			0.01
Investments previous month (July 31, 2022)			54,452,003	54,428,666			
Net Investment Increase(Decrease) (August 31, 2022)			10,942	60,004			
Cash on Hand (August 31, 2022)			3,158,995	3,158,995	1	5.80 %	0.00
Cash on Hand previous month (July 31, 2022)			3,382,214	3,382,214	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(223,219)	(223,219)			
Total Cash and Investments (August 31, 2022)			57,621,939	57,647,664			
Total Cash and Investments previous month (July 31, 2022)			57,834,217	57,810,880			
			(212,278)	(163,216)			



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

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

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .58%

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

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

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value <sup>(1)</sup>	Days	% of Portfolio	WAM <sup>(2)</sup>
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	250,137.50	21	0.43 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	249,905.00	35	0.43 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	249,952.50	103	0.43 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	250,355.00	379	0.43 %	0.00
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	250,342.50	386	0.43 %	0.00
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,250,692.50	(459)	2.17 %	0.01
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	9/1/2022	284,063	284,063	1	0.49 %	0.00
Total Held by Unionbanc Investment Services					1,534,063	1,534,755	(458)	2.66 %	0.01

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to sign and execute a purchase order with CONFAB in the amount of \$11,637.12 to purchase a sludge roll-off bin.

---

### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to approve a purchase order in the amount of \$11,637.12 to purchase one sludge roll-off bin.

### **Discussion:**

Currently, the Wastewater Department has deteriorating sludge roll-off bins that are in need of replacement. This affects daily operations when a bin is down for maintenance and repairs, and biosolids are not able to be produced. The Wastewater Department will utilize this new roll-off bin for biosolids disposal, repairs, and rehabilitation of existing bins.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the bin using CONFAB Sourcewell Contract No. 041621-WQI.

### **Fiscal Impact:**

The City budgeted \$15,000 in the 2022-23 budget for a replacement sludge bin for the Wastewater Department. The funding source for this project is out of the wastewater capital outlay fund. The bin cost is \$11,637.12.

***Project Costs by Phase***

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		15,000					15,000
Total	-	15,000	-	-	-	-	15,000

***Project Funding Sources***

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Wastewater Enterprise Fund		15,000					15,000
							-
							-
Total	-	15,000	-	-	-	-	15,000

**Attachments:**

1. Resolution
2. Confab 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 A PURCHASE ORDER WITH CONFAV FOR A ONE ROLL-OFF BIN FOR THE WASTEWATER DEPARTMENT IN THE AMOUNT OF \$11,637.12**

**WHEREAS**, the City wishes to purchase a roll-off bin from CONFAB

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

**WHEREAS**, 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 roll-off bin in the amount of \$11,637.12 is to be from the wastewater enterprise fund; 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 a purchase order with CONFAB attached hereto as exhibit A in the amount of \$11,637.12 to purchase one Sludge roll-off bin.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

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

#### Sell To:

Bill To Name	City of Wasco	Ship To Name	City of Wasco
Bill To	746 8th St Wasco, CA 93280-2010 USA	Ship To	746 8th St Wasco, CA 93280-2010 USA

#### Quote Information

Salesperson	Rob Vezina	Created Date	9/1/2022
Salesperson Email	<a href="mailto:rvezina@wastequip.com">rvezina@wastequip.com</a>	Expiration Date	10/1/2022
Salesperson Phone	(818) 406-2573	Quote Number	WQ-10246231
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Containers - CF - Special Other Large Container	Special Other Large Container - CA (See Details for Product Information)	29022 Same as prior order  16x4 Round Bottom 1PC Side Hinged Water Tight Door for EZ Flip Roof  (Reference drawing by Robert C on 6/14/21)	1.00	\$9,759.00	\$9,759.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$9,759.00
Shipping Terms	FOB Origin	Shipping	\$1,073.00
		Tax	\$805.12
		Grand Total	\$11,637.12

#### 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. 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** Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval;



therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & 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:** September 20, 2022

**SUBJECT:** Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.

---

### **Recommendation:**

Staff recommends authorizing the City to implement teleconference public meetings pursuant to Assembly Bill AB 361, allowing the City to continue a hybrid virtual meeting environment.

### **Background:**

Over the past year, meetings of the City's legislative bodies have been held with virtual teleconference components. On September 16, 2021, Governor Newsom signed Assembly Bill ("AB") 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Ralph M. Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders temporarily suspending provisions of the Brown Act. On September 20, 2021, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021.

AB 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a local legislative body holds a meeting during a declared state of emergency by the Governor and when a state or local health officials have imposed or recommended measures to promote social distancing.

### **Discussion:**

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the virus continues to periodically surge in California, the goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic

and future applicable emergencies, by allowing broader access through teleconferencing options," consistent with Executive Order N-29-20. AB 361 contains an urgency clause which became effective upon signing with a sunset of January 1, 2024. AB 361 also provides that if a local agency conducts teleconference meetings in reliance on AB 361, the local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
  - Either of the following circumstances exists: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

Staff recommends adopting the resolution to authorize the implementation of teleconferencing public meetings.

**Fiscal Impact:**

None

**Attachments:**

1. Resolution

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO IMPLEMENT  
TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY  
FOR ALL CITY COUNCIL, COMMITTEE, COMMISSION, BOARD, AND OTHER CITY  
MEETINGS PURSUANT TO ASSEMBLY BILL 361**

**WHEREAS**, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings; and

**WHEREAS**, the Brown Act allows for legislative bodies to hold meetings by teleconference but imposes specific requirements for doing so; and

**WHEREAS**, on March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the COVID-19 pandemic pursuant to Government Code 8625, and this proclaimed state of emergency currently remains in effect; and

**WHEREAS**, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order No. N-08-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

**WHEREAS**, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill No. 361 (A.B. 361 – Government Code section 54953) that went into effect on October 1, 2021, which amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

**WHEREAS**, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing; and

**WHEREAS**, state and local officials continue to impose and recommend measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, teleconferencing ensures the health and safety of the public, the legislative bodies of the city, and City staff while allowing regularly-scheduled meetings to occur without interruption due to COVID-19.

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

**SECTION 1:** That the foregoing recitals are true and correct and incorporates them by this reference.

**SECTION 2:** That the City Council finds, by a majority vote, the following:

- a. The City Council has reconsidered the circumstances of the state of emergency; and
- b. Any of the following circumstances exist:
  1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
  2. State or local officials continue to impose or recommend measures to promote social distancing.
  3. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees

**SECTION 3:** That this Resolution to implement teleconferencing pursuant to Government Code section 54953(e) applies to the City Council and all committees, commissions, boards, and other City meetings ("other legislative bodies") of the City of Wasco based upon the findings listed above.

**SECTION 4:** That the City Manager or the City Manager's designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.

**SECTION 5:** That this Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all other legislative bodies of the City of Wasco may continue to teleconference without compliance with Government Code section 54953(b)(3).

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**GILBERTO REYNA**

**MAYOR** of City the Wasco

**Attest:** \_\_\_\_\_

---

**MARIA O. MARTINEZ**

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



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Approval for Training Expenses Exceeding \$500.00 per trip for the Assistant City Manager to attend the 2022 California City Management Foundation's New and Future City Managers Seminar from November 4<sup>th</sup> through November 6<sup>th</sup>, 2022, in Pasadena, CA.

---

### **Recommendation:**

Staff recommends the City Council's approval of the training expenses for the Assistant City Manager to attend the 2022 California City Management Foundation's New and Future City Managers Seminar.

### **Discussion:**

The [New and Future City Managers \(NFCM\) Seminar](#) is a longstanding annual workshop hosted by the California City Management Foundation, geared toward helping new City Managers, Assistant City Managers, and those on track to become City Managers in the future. The group is limited to 25 participants. In this intensive, multi-day workshop, senior city managers share a wide range of keen insights and legendary stories that help guide and inform participants' career choices.

This event is a rare opportunity for new and soon-to-be City Managers and Assistant City Managers to trade ideas and receive mentoring from seasoned veterans. The city management profession is a challenging mix of fiscal management, politics, legal issues, and public relations (to name a few).

The 2022 New and Future City Managers Seminar will be on **November 4 – 6** at the Westin Pasadena hotel. There is a \$550.00 cost for members that covers all meals, lodging, and Seminar materials.

The annual **CCMF New & Future City Managers Seminar** (NFCM) is one of several ways that the California City Management Foundation supports the next generation of city managers. This multi-day workshop is an excellent opportunity for any new or aspiring city managers to receive hands-on mentoring from seasoned and retired city managers.

The cost of the training will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to \$500.00 per trip. As a result, the City Council will need to approve the training requested by the Assistant City Manager.

**Fiscal Impact:**

The estimated cost of the training will not exceed \$1,000 and has been budgeted in the adopted FY 22-23 Operating Budget. No additional budget action is required with approval of this item.

**Attachments:**

1. 2022 New & Future City Managers Seminar Application Announcement





844-226-3411

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The [New and Future City Managers \(NFCM\) Seminar](#) is a

longstanding annual workshop hosted by the

California City Management Foundation, geared toward helping new City Managers and those on track to become City Managers in the future. In this intensive, multi-day workshop, senior city managers share a wide range of keen insights and legendary stories that help guide and inform participants' career choices.

This event is a rare opportunity for new and soon-to-be City Managers to trade ideas and receive mentoring from seasoned veterans. The group is limited to 25 participants who spend nearly all of their time together in close discussions, eating meals together, and staying at the same hotel. Group discussions are led by long-tenured City Managers who act as facilitators.

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### Get Social



The 2022 New and Future City Managers Seminar will be on **November 4 – 6** at the Westin Pasadena hotel. There is a \$550.00 cost for members (\$700 for non-members) that covers all meals, lodging, and Seminar materials. The deadline to apply is **Friday, August 12 at 5 PM.**

You do **not** have to be a CCMF member to apply! For more information about how to apply, please visit [the News & Future City Managers page](#) on this website.

July 7th, 2022

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NEWS



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3 minutes ago

Thanks to [Bob Murray & Associates](#) for continuing to support CCMF members as a Corporate Benefactor Sponsor! <https://bit.ly/3KDrOGp>

Profiles in Management: Pamela Antil

23 Aug 2022

Apply for the 2022 New & Future City Managers Seminar

7 Jul 2022

CCMF Announces 2022 Judy Kelsey Memorial Fund Grantees

31 May 2022

2022 Wes McClure Scholarship Winners

31 May 2022

CCMF Panel on Finding Your Successors and the Benefits To Becoming Replaceable at the 2022 Cal Cities City Leaders Summit

25 Apr 2022

CCMF Hosts 2022 Annual Member Dinner in Monterey

21 Mar 2022

42 of 146

*Supporting and encouraging excellence in city management since 1985.*

CALIFORNIA CITY MANAGEMENT FOUNDATION

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## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase order in the amount of \$29,798.37 with National Auto Fleet Group to purchase one Ford Ranger truck for the Water Department.

---

**Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to approve a purchase order in the amount of \$29,798.37 to purchase one Ford Ranger truck.

**Discussion:**

Currently, the Water Department has four larger service trucks to use when performing job duties around the city. This is very inefficient due to the gas mileage the service trucks get and the cost of fuel. The Water Department will utilize this new smaller utility vehicle mostly for collecting meter reads and customer complaints, but also potentially for out-of-town training. This will allow the Department to use much less fuel than by using their service truck for tasks that do not require it.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the truck using Sourcewell Contract No. 091521-NAF.

**Fiscal Impact:**

The City budgeted \$162,000 in the 2022-23 budget (Project No. 22005) for two vehicles, one of which is a smaller utility vehicle for the Water Department. The funding for this truck is out of the Water enterprise fund. The truck cost is \$29,798.37 leaving \$132,201.63 to purchase the other vehicle specified in that Project Budget.

***Project Costs by Phase***

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		162,000					162,000
Total	-	162,000	-	-	-	-	162,000

***Project Funding Sources***

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Water Enterprise Fund		162,000					162,000
							-
							-
Total	-	162,000	-	-	-	-	162,000

**Attachments:**

1. Resolution
2. Sourcewell Quote

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE ORDER FOR ONE FORD RANGER TRUCK FOR THE WATER DEPARTMENT IN THE AMOUNT OF \$29,798.37**

**WHEREAS**, the City wishes to purchase a truck from National Auto Fleet Group through the Sourcewell Agreement; and,

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

**WHEREAS**, 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 truck in the amount of \$29,798.37 is to be from the Capital Outlay Fund; and,

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

**SECTION 1:** Authorizes the City Manager or his designee to sign and execute a purchase order with National Auto Fleet Group to purchase one truck for the Water Department in the amount of \$29,798.37.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

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



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/21/2022

8/22/2022 Re-Configured

Quote ID: **20937 R1**

Order Cut Off Date: **8/26/2022**

Mr Alberto Martinez

City of Wasco

801 8th street

Wasco, California, 93280

Dear Alberto Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Ranger (R1E) XL 2WD SuperCab 6' Box 126.8" WB, R16 )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Est. Lease Per Unit	To Own	Total Savings
Contract Price	\$28,220.00	\$27,519.28	2.483 %	36 Months	\$833.83	\$700.72
R16						
Tax (8.2500 %)		\$2,270.34		48 Months	\$635.70	
Tire fee		\$8.75		60 Months	\$520.11	
Total		\$29,798.37				

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Office Dpt

Account Manager

Email: Office@nationalautofleetgroup.com

Office: (855) 289-6572

Fax: (831) 480-8497





## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# **1-855-289-6572**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99H	ENGINE: 2.3L ECOBOOST, (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
64A	WHEELS: 16" SILVER STEEL, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
___	TIRES: P255/70R16 A/S BSW, (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
YZ	OXFORD WHITE
<b>PAINT SCHEME</b>	
<b>Code</b>	<b>Description</b>
___	STANDARD PAINT
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
___	3.73 AXLE RATIO, (STD)
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
86Q	BED UTILITY PACKAGE, -inc: Plastic Drop-In Bedliner, 12V Power Plug
51D	AUTO START-STOP REMOVAL
87W	4G LTE WI-FI HOTSPOT REMOVAL

OPTION PACKAGE	
Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

# 2023 Fleet/Non-Retail Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

## WINDOW STICKER

2023 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

CODE	MODEL	MSRP
R1E	2023 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB	\$26,400.00
<b>OPTIONS</b>		
99H	ENGINE: 2.3L ECOBOOST, (STD)	\$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	\$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	\$0.00
—	TIRES: P255/70R16 A/S BSW, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
86Q	BED UTILITY PACKAGE, -inc: Plastic Drop-In Bedliner, 12V Power Plug	\$395.00
51D	AUTO START-STOP REMOVAL	(\$50.00)
87W	4G LTE WI-FI HOTSPOT REMOVAL	(\$20.00)
100A	EQUIPMENT GROUP 100A STANDARD	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$26,725.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
<b>TOTAL PRICE</b>	<b>\$28,220.00</b>

Est City: 16 (2022) MPG  
 Est Highway: 22 (2022) MPG  
 Est Highway Cruising Range: 572.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: 2.3L EcoBoost Requires auto start stop removal (51D) when feature is not available.
Transmission: Electronic 10-Speed SelectShift Auto
3.73 Axle Ratio
GVWR: TBD
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
18 Gal. Fuel Tank
Single Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

### EXTERIOR

Wheels: 16" Silver Steel
Tires: P255/70R16 A/S BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass

Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Front License Plate Bracket
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

## ENTERTAINMENT

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
Streaming Audio
Integrated Roof Antenna
4 Speakers
2 LCD Monitors In The Front

## INTERIOR

Driver Seat
Passenger Seat
Removable Full Folding Bucket Front Facing Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats

Day-Night Auto-Dimming Rearview Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Tracker System
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Trip Computer
Analog Appearance
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer

## SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee Execute an Agreement with Motor City Buick GMC in the amount of \$52,831.58 to purchase a Pick-Up Truck for the Wastewater Department.

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### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager to sign and execute an agreement with Motor City Buick GMC to purchase a Pick-Up Truck for the Wastewater Department.

### **Discussion:**

This Pick-up Truck Will be Purchased for the Wastewater Department. The Wastewater Department currently has one truck with a utility bed, one pick-up truck and one sedan in its fleet. The pick-up truck is 14 years old and will be replaced by this new pickup truck. This vehicle will be used to tow the pull behind jetter for sewer collections and storm drain maintenance as well as out of town runs for larger parts. The city collected three quotes for this pick-up.

### **BID TOTAL**

Motor City Buick GMC	\$ 52,831.58
Haddad Dodge	\$ 93,972.79
Richland Chevrolet	Was not available to provide quote

After reviewing the Quotes, Staff has determined that the quote from Motor City Buick GMC meets all of our criteria, and is the lowest cost for this specific vehicle. As such Staff recommends awarding the purchase to Motor City Buick GMC.

### **Fiscal Impact:**

The City originally budgeted \$103,500 in the 2022-23 budget (Project No. 23017) for the purchase of two new pickup trucks for the Wastewater department. This purchase of \$52,831.58 falls within that budget.



***Project Costs by Phase***

	<b>Project Costs by Phase</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		103,500					103,500
Total	-	103,500	-	-	-	-	103,500

***Project Funding Sources***

	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Wastewater Enterprise Fund		103,500					103,500
							-
							-
Total	-	103,500	-	-	-	-	103,500

**Attachments:**

1. Resolution
2. Quote
3. Agreement

**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 MOTOR CITY BUICK GMC TO PURCHASE ONE PICK-UP TRUCK FOR THE PUBLIC WORKS WASTEWATER DEPARTMENT IN THE AMOUNT OF \$52,831.58**

**WHEREAS**, the City wishes to purchase a new Pick-Up Truck from Motor City Buick GMC,

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

**WHEREAS**, Motor City Buick GMC and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the agreement; and,

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

**WHEREAS**, the City's cost for the Pick-Up Truck of \$52,831.58 to be from the Wastewater Enterprise Fund; 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 agreement with Motor City Buick GMC to purchase one Pick-Up Truck for Public Works Wastewater Department in the amount of \$52,831.58

-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 September 20, 2022 by the following vote:

COUNCIL MEMBERS:     Garcia, Martinez, Pallares, Reyna, Lynch

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**Gilberto Reyna,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASCO, hereinafter "City", and Motor City Buick GMC, a California Corporation, hereinafter "Contractor,"

### **WITNESSETH:**

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

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Contractor to purchase the Equipment under the terms and conditions described hereinafter.
3. The full cost of the Equipment shall not exceed \$52,831.58, inclusive of shipment and taxes (the "Price"). The Price shall be payable within thirty (30) days after delivery of the Equipment and City's inspection and approval.
4. Contractor shall deliver the Equipment prior to May 1<sup>st</sup> 2023. The equipment is subject to City's inspection and acceptance of delivery.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy for protection against liability arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons and employees, as additional insureds.
6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, and employees from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner arising out of Contractor's performance or attempted performance of the

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

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

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

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon service by electronic mail ("email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239; Email - [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) and Contractor — Motor City Buick GMC, 3101 Pacheco Rd, Bakersfield, CA 93313, Phone 661-623-8388, Email - [cpatrick@motorcitywest.com](mailto:cpatrick@motorcitywest.com) Either party may change its address or contact information by notice to the other party as described herein.

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

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

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

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

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

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

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

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

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

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

City of Wasco, California, "**City**"

By: \_\_\_\_\_  
M. SCOTT HURLBERT  
City Manager,

Motor City Buick GMC, a California Corporation,  
**"Contractor"**

By: \_\_\_\_\_  
Name: Christian Patrick  
Its: Internet Sales and Leasing Consultant

<b>Buyer:</b>	<b>Co Buyer:</b>	<b>Deal #:</b> 406530
CITY OF WASCO		<b>Deal Date:</b> 09/08/2022
746 8TH ST		<b>Print Time:</b> 11:14am
WASCO, CA 93280		
Home #: (661) 567-2517	Home #:	
Work #: (661) 567-2517	Work #:	Salesperson: CHRISTIAN LEFAY PATRICK

Purchase Option Proposal			
Deal Type (Option)	Retail (3)	Retail (4)	
Stock Number	CBKNH6	CBPPM4	
Year/Model	<del>2023 SIERRA 3500</del>	2023 SIERRA 2500	
Description	PK TC30953	PK TC20953	
<b>Selling Price</b>	<b>\$ <del>49,125.00</del></b>	<b>\$ 47,925.00</b>	
Aftermarket Options	0.00	0.00	
Tax	4,059.83	3,960.83	
License Fees	868.75	860.75	
Documentary Fee	85.00	85.00	
<b>Subtotal</b>	<b><del>54,138.58</del></b>	<b>52,831.58</b>	
Trade Allowance	0.00	0.00	
Trade Payoff	0.00	0.00	
Total Rebates	0.00	0.00	
Customer Cash	0.00	0.00	
<b>Balance</b>	<b><del>54,138.58</del></b>	<b>52,831.58</b>	
Term	1	1	
<b>Payment ( w/tax)</b>	<b>\$ <del>54,138.58</del></b>	<b>\$ 52,831.58</b>	
Financial Inst.	CASH DEAL	CASH DEAL	
Program Type	NORMAL	NORMAL	
Interest Rate			
Annual Planned Mileage	N/A	N/A	
ESC Premium	0.00	0.00	
Maintenance	0.00	0.00	
GAP Premium	0.00	0.00	
LAH Premium	0.00	0.00	

**Note: All Proposals good through date of publication. Programs subject to change from the manufacturer daily.**  
**Note: Above Proposals are based on the approval of premium credit.**



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to Enter into an Agreement with KSI Engineering, Inc. for design and engineering services for the Historic Downtown Restoration Project in an amount not to exceed \$100,620.00 and allow the City Manager or his Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.

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### **Recommendation:**

Staff recommends adopting a resolution for the award of a consulting contract with KSI Engineering, Inc. in an amount not to exceed \$100,620.00 and allow the City Manager or his Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.

### **Background:**

The City has received State funding with a Clean California Grant for fully rehabilitating the Historic Downtown area. This Project will consist of installing energy-conserving lighting, planting low water use plants and trees, improved seating areas, new bins for proper waste disposal, public art installation in (4) pedestrian alleys, play equipment, using QR Codes for digital wayfinding, improvements to pedestrian alleys and walkways, public parking lots, new green space/plaza, and upgrades to the existing 7<sup>th</sup> Street Park. Awarding this contract for the final project design is the first step in the process towards bidding and constructing this project.

### **Discussion:**

The Project RFP was advertised on July 1, 2022. On August 5, 2022, the City of Wasco received one proposal from the following Consultant:

### **FIRM**

KSI Engineering, Inc.



Following State guidelines, Staff conducted a review of the consultant's Proposal followed by an oral interview with a Q&A session. Via approved evaluation methods Staff, determined that KSI Engineering, Inc. is a qualified consultant to do the Project design.

Prior to recommending the award, Staff spoke with the State to inform them of our intentions to move forward with the proposal. Per their recommendation, Staff filled out a Public Interest Finding form due to only receiving one proposal. This form clearly lays out the justification for the City selecting the Consultant without competition. This form has been attached here for clarity and transparency.

**Fiscal Impact:**

The City had budgeted \$831,443.00 for the design of this Project. At the time of the consultant's proposal, the City had already conducted a full topographic survey and developed numerous conceptual designs, allowing this design cost to come in significantly below budget. The price proposed by the Consultant is not to exceed \$100,620.00, which is well within our budget; even considering an additional \$25,000.00 allowed for the City manager to approve if any issues are uncovered that will require additional design throughout the process.

**Attachments:**

1. Resolution
2. Agreement
3. Public Interest Finding.

**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 WITH KSI ENGINEERING, INC. FOR THE HISTORIC DOWNTOWN RESTORATION PROJECT.**

**WHEREAS**, the City wishes to contract with KSI Engineering, Inc. to perform Design and Engineering Services; and

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

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

**WHEREAS**, KSI Engineering, 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.

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

**SECTION 1:** Authorize the City Manager or his Designee to enter into an agreement with KSI Engineering, Inc.

**SECTION 2:** Authorizes the City Manager or his Designee to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$25,000.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022 - \_\_\_\_\_ was adopted by the Council of the City of Wasco at a regular meeting thereof held on September 20, 2022, by the following vote:

COUNCIL MEMBERS: GARCIA,PALLARES, MARTINEZ, LYNCH, REYNA

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

## **CONSULTANT SERVICES AGREEMENT 2022-**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City OF WASCO, a municipal corporation (the "City") and KSI Engineering, Inc. (the "Consultant"),

### **W I T N E S S E T H :**

**WHEREAS**, City wishes contract with Consultant provide the design deliverables, for installing energy-conserving lighting, planting low water use plants and trees, improved seating areas, new bins for proper waste disposal, public art installation in (4) pedestrian alleys, play equipment, using QR Codes for digital wayfinding, improvements to pedestrian alleys and walkways, public parking lots, new green space/plaza, and upgrades to the existing 7<sup>th</sup> Street Park.

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

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

2. Consultant shall provide the Services described in Exhibit "A" pursuant to the terms and conditions of this Agreement. In the event Consultant contracts with others (the "Subcontractors") to perform some of the Services, all Subcontractors shall be duly licensed or certified for the Services each is to perform and City shall have the right to review the credentials of all such Subcontractors and to reject any in City's sole and absolute discretion.

3. Consultant shall provide the Services for a fee not to exceed \$100,620.00 (the "Fee"). Consultant shall be paid upon completion of the Milestone Services to the reasonable satisfaction of City and upon presentation of an invoice upon completion of the Services (the "Invoice"). The Invoice shall describe the Services performed and such other information as reasonably required by City. The Invoice shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, the Invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the Invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

4. The Services shall be completed on or before February 17, 2023, provided, however, that if the parties wish to extend the term of the Agreement, the City Manager is authorized to do so on behalf of the City in his sole discretion and without further approval

of the City Council. Notwithstanding the foregoing, City may terminate this Agreement at any time upon ten (10) days prior written notice to Consultant in which event, if termination is without cause, Consultant shall be entitled to that portion of the Fee represented by the amount of the Services performed by Consultant to the date of termination as reasonably determined by City. If termination is for cause, no compensation shall be payable for the Services performed in breach of this Agreement.

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

(b) Consultant, at Consultant's sole cost and expense, shall maintain throughout the term of this Agreement all Worker's Compensation Insurance where and in the amounts required by law.

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

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

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

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or when sent by confirmed facsimile or electronic mail ("email") or upon mailing in the United States mail, postage prepaid, certified, return receipt requested with the date of signing the return receipt (or

refusal to do so) as the date of service. Notices shall be sent to the following addresses: if to City - City Manager, 764 E Street, Wasco, California 93280, Fax - (661) 758-1728, Email – [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) ; or if to Consultant, Greg Black Email – [gblack@ksilp.com](mailto:gblack@ksilp.com) and Elise Guerrero – [eguerrero@ksilp.com](mailto:eguerrero@ksilp.com) . Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wasco, California

By: \_\_\_\_\_  
M. Scott Hurlbert, City Manager

KSI Engineering, Inc.

By: \_\_\_\_\_  
Elise Guerrero, Procurement Manager

**Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive**

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
<b>COST-EFFECTIVENESS/PUBLIC INTEREST FINDING</b>					
<b>COST-EFFECTIVENESS DETERMINATION REQUIRED</b>			<b>PUBLIC INTEREST DETERMINATION REQUIRED</b>		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____  <b>* Requires Caltrans District approval</b> <b>** Requires FHWA approval</b>			<input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other*: _____		
<b>A&amp;E NONCOMPETITIVE DETERMINATION REQUIRED</b>					
<input type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)*  (Must select one of the limited circumstances)			<b>MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES:</b>  <input type="checkbox"/> Service is available only from a single source <input type="checkbox"/> There is an emergency which will not permit the time necessary to conduct competitive negotiations <input type="checkbox"/> After solicitation of a number of sources, competition is determined to be inadequate		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input type="checkbox"/> OTHER:			
		STEWARDSHIP: <input type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
ID	DIST-CO-RTE- PM	ESTIMATED COST		FEDERAL FUNDS	
PROJECT SPECIFIC <input type="checkbox"/> MULTIPLE PROJECTS <input type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>					
GENERAL LOCATION			GENERAL DESCRIPTION OF WORK		
REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):					
REMARKS (STATE) :					
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:		Date:	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:		Date:	
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:		Date:	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS



**Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive****Instructions**

1. Check appropriate box under “Cost-Effective Determination Required,” “Public Interest Determination Required,” or [A&E Noncompetitive Determination Required](#). If [A&E Noncompetitive Determination Required](#) is checked, check one of the limited circumstances.
2. Check “Class of Funds” as follows: IM-Interstate Maintenance, NH-National Highway, STP - State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe “General Location” applicable to this PIF.
8. Provide “General Description of Work” affected by this PIF.
9. Explain and give “Reasons that requested approval is considered to be cost-effective, in the public’s best interest, or [meet A&E noncompetitive procurement](#).” Provide cost analysis or comparison as evidence of cost-effectiveness.
10. “Remarks” is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.
13. Signature and Name of FHWA representative approving the PIF for Buy America waivers, and Date.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for the 2022-23 SB1 Project on Poplar Avenue in an amount not to exceed \$67,960.00

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**Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager to Sign and Execute a task order with BHT Engineering to prepare Plans and specifications for our 2022-23 SB1 Project for the Rehabilitation of Poplar Avenue.

**Discussion:**

On May 17, 2022, the City Council approved our allocation of SB1 funds to be utilized on the road rehabilitation of Poplar Avenue between Highway 46 and Filburn Avenue. This Project will address various locations of concern in order to enhance both pedestrian and vehicle facilities along the roadway. In addition, the segments that will be improved will tie into segments of two other Projects that were completed with SB1 funds in past years.



BHT Engineering is serving as the City's current engineer. They have provided a proposal to perform the services, and the costs exceed \$10,000; therefore, it requires the City Council's approval. Staff is requesting that the City Manager be authorized to execute Task Order #21 with BHT Engineering to complete the design and development of specifications for the 2022-23 SB1 project. Attached to this staff report is a proposal for design of plans and specification development. The task order will be paid on a time and materials basis in an amount not to exceed \$67,960.00.

**Fiscal Impact:**

Project No. 21016 in the 2022-23 FY Capital Improvement Plan budgeted \$500,000.00 for Construction and design. The Design segment of the Project was expected to be \$45,000.00. Due to the number of ADA ramps to be designed, BHT expects to spend some additional time on site to develop their plans, which will cost a bit more than anticipated.

Not exceeding \$67,960.00 will leave us with \$432,040.00 for Construction. Note that the \$67,960.00 is not to be exceeded and will likely be under this amount. Staff expects the remaining \$432,040.00 to be enough to allow for construction to take place.

**Project Costs by Phase**

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	45,000						45,000
Construction	450,000						450,000
Construction Management	5,000						5,000
Equipment Acquisition							-
Total	500,000	-	-	-	-	-	500,000

**Project Funding Sources**

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
SBI Funds	500,000						500,000
							-
							-
Total	500,000	-	-	-	-	-	500,000

**Project Effect on the Operating Budget:** Ongoing maintenance associated with improvements.

**Attachments:**

1. Resolution
2. BHT Cost Proposal
3. Task Order 21

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE TASK ORDER #21 WITH BHT ENGINEERING, INC. TO PREPARE PLANS AND SPECIFICATIONS FOR THE 2022-23 SB1 PROJECT ON POPLAR AVENUE.**

**WHEREAS**, the City has an existing contract with BHT Engineering, Inc. to provide professional engineering services; and

**WHEREAS**, the City wishes to procure BHT Engineering, Inc. to perform the tasks described in Task Order #21 attached as Exhibit "A"; and

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

**WHEREAS**, BHT Engineering, Inc. and the City each acknowledge that each party have reviewed the task order; and,

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

**WHEREAS**, BHT Engineering, Inc. shall maintain all worker's compensation insurance were and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

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

**SECTION 1:** Authorizing the City Manager or his Designee to Sign and Execute a Task Order #21 with BHT Engineering

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

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



## **TASK ORDER NO. 21**

### **BACKGROUND**

The City of Wasco has programmed SB1 Funds for the rehabilitation of Poplar Avenue. The City needs support in developing the design for the Project.

### **OBJECTIVES**

1. Perform Surveying necessary for preliminary design and cost estimation.
2. Coordinate with effected utility providers within project limits.
3. Prepare Project Plans, Specifications, Estimates and Bid Documents.
4. Prepare Caltrans Encroachment Permit Application for work area adjacent to HWY 46.
5. Assist City Staff throughout the Bidding and Award Process.

### **SCOPE OF WORK**

BHT Engineering, Inc. will prepare Plans and specifications necessary to bid out the Project.

### **DELIVERABLES**

1. Plans and Specifications.

### **ROLES AND RESPONSIBILITIES**

The Project Coordinators for this task order will be the Deputy Public Works Director and the City Projects Manager.

### **SCHEDULE**

BHT Engineering, Inc. will have until March 17, 2023 to have prepared all of the deliverables.

### **PAYMENT AND INVOICING PROCEDURES**

**The Total Not to Exceed cost for this Design is \$67,960.00**

Engineer shall receive payment for all Services performed by Engineer hereunder based on "Time and Materials." As used in Agreement executed on February 18, 2020, Time and Materials shall mean the number of hours devoted by Engineer to such Services charged at the rate set forth in the Billing Rate Schedule attached to the Agreement dated February 18, 2020 as Exhibit "B" and by this reference made a part hereof. Engineer shall bill City no more often than monthly by invoice for the Services. The invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees





performing the Services, and the number of hours expended. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

The signatures below shall serve as an authorization to proceed on Task Order from the City of Wasco and is acknowledged by the Consultant.

**Consultant**

By: \_\_\_\_\_  
Name: Juan Pantoja  
Title:

Date: \_\_\_\_\_

**City of Wasco**

By: \_\_\_\_\_  
M. Scott Hurlbert, City Manager

Date: \_\_\_\_\_



August 19, 2022  
**COST PROPOSAL**

**City of Wasco - SB1 - Poplar Ave. Pavement Rehabilitation - Various Locations from Filburn Ave. to HWY 46 - PE Phase**

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
<b>Project Management/Internal Team Coordination</b>				
Coordinate with City Staff for project's concept and direction. Schedule meetings, managing the project schedule. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	Principal Engineer	2	\$ 155.00	\$ 310.00
	Sr. Civil Engineer	6	\$ 140.00	\$ 840.00
	Sr. Proj. Manager	6	\$ 130.00	\$ 780.00
	Assist. Proj. Mngr.	6	\$ 105.00	\$ 630.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Topographic Survey and Mapping</b>				
Perform field engineering surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance	2-man Crew	32	\$ 280.00	\$ 8,960.00
Perform LIMITED data records search to determine existing right-of-way. Review aerial photos, perform utility survey and prepare findings and Basic topographic mapping.	Sr. Proj. Manager	8	\$ 130.00	\$ 1,040.00
	Assist. Proj. Mngr. / CAD Drafter	8	\$ 105.00	\$ 840.00
<b>Utility Coordination</b>				
Prepare and send letters to request as built information from utility facility owners and provide notification of upcoming work, for locates and utility adjustments.	Sr. Civil Engineer	8	\$ 140.00	\$ 1,120.00
	Sr. Proj. Manager	2	\$ 130.00	\$ 260.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Prepare Project Plans, Specifications, Estimates, Bid Preparation</b>				
Perform preliminary and final project design: roadway geometric design, demolition, asphalt and base improvements, grading, street signage, street striping/markings improvements, <b>Detailed design of 39 ADA Ramps and Specification of 27 ADA Ramps per Caltrans/City Standards</b> . The design team will prepare the project plans, specifications, and cost estimate. Technical specifications will conform to Caltrans 2018 standard specification. Design team to perform project site ground review survey with City Engineering Staff at 90% complete to confirm fit and finish of design to existing street improvements / topography / properties, etc.	Principal Engineer	8	\$ 155.00	\$ 1,240.00
	Sr. Civil Engineer	120	\$ 140.00	\$ 16,800.00
	Sr. Proj. Manager	150	\$ 130.00	\$ 19,500.00
	Assist. Proj. Mngr. / CAD Drafter	80	\$ 105.00	\$ 8,400.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Caltrans Encroachment Permit</b>				
Prepare and submit Encroachment Permit paperwork to Caltrans. Coordination for approval.	Sr. Civil Engineer	6	\$ 140.00	\$ 840.00
	Assist. Proj. Mngr.	6	\$ 105.00	\$ 630.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Bidding and Award of Project</b>				
Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal. City Staff will be responsible for log in, open and retain received bids.	Principal Engineer	2	\$ 155.00	\$ 310.00
	Sr. Civil Engineer	10	\$ 140.00	\$ 1,400.00
	Sr. Proj. Manager	16	\$ 130.00	\$ 2,080.00
	Clerical	5	\$ 60.00	\$ 300.00
Mileage - 62 miles round trip x 6 trips = 372 miles + mileage around town	Milage	400	\$ 0.60	\$ 240.00
<b>Total (not to exceed) =</b>				<b>\$ 67,960.00</b>

**NOTES:**

- This total estimated time is considered a maximum amount based on scope of work. Scope of work changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.
- There are 45 existing Ramps, that based on aerial picture review, seem to meet ADA standards, note that a detail field survey could change this determination
- The work as described in this Proposal shall be completed by February 28, 2023. This timeline may be extended.

**Not Included in this Proposal:**

- Preliminary Soils/Pavement Recommendation - Not Included in this proposal
- \* Detail Right-of-way search/map - It is anticipated that all construction work will occur within existing right-of-way
- \* Advertisement and Processing Costs - by City
- CEQA Environmental Clearance by City.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for a Street Lighting Project on 1<sup>st</sup> – 5<sup>th</sup> Streets between Birch Avenue and Poplar Avenue.

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### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager to Sign and Execute a task order with BHT Engineering to Prepare Plans and Specifications for a Street Lighting Project on 1<sup>st</sup> – 5<sup>th</sup> Streets between Birch Avenue and Poplar Avenue.

### **Discussion:**

The 2022-23 FY Capital Improvement Plan Project No. 20214 emphasizes installing street lighting City-Wide. The first area identified was 1<sup>st</sup> – 5<sup>th</sup> Streets between Birch Avenue and Poplar Avenue due to the lack of existing lighting on these streets and the close proximity to schooling.

The staff has obtained PGE designs and approval and installed a conduit from the power pole to a pull box which will act as the source point to power the lights going down each street. While we wait for PG&E to energize these locations, the next step is obtaining a utility design for the conduit and light pole locations and sizing the conductors that will run down each street.

BHT Engineering is serving as the City's current engineer. They have provided a proposal to perform the design services, and the costs exceed \$10,000; therefore, they require City Council approval. Staff is requesting that the City Manager be authorized to execute Task Order #22 with BHT Engineering to complete the design and development of specifications for the Street Lighting Project. Attached to this staff report is a proposal for design for plans and specification development. The task order will be paid on a time and materials basis in an amount not to exceed \$39,495.00

**Fiscal Impact:**

Project No. 20214 in the 2022-23 FY Capital Improvement Plan budgeted \$47,500 in prior years and \$50,000 in this fiscal year for design totaling \$97,500 currently available for design. BHT has quoted the Design segment of this Project not to exceed \$39,495.00, which leaves us \$58,005.00 remaining in the design budget.

***Project Costs by Phase***

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study	55,000						55,000
Environmental Review							-
Land Acquisition							-
Site Preparation	15,000	15,000	20,000				50,000
Design	47,500	50,000	50,000				147,500
Construction	625,000	615,000	470,000				1,710,000
Construction Management	15,000	10,000	10,000				35,000
Equipment Acquisition							-
Cost Incurred to Date	2,500						2,500
Total	760,000	690,000	550,000	-	-	-	2,000,000

***Project Funding Sources***

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Measure X	250,000	250,000	250,000				750,000
TDA	510,000	440,000	300,000				1,250,000
							-
Total	760,000	690,000	550,000	-	-	-	2,000,000

**Project Effect on the Operating Budget:** On-going utility costs associated with additional lights.

**Attachments:**

1. Resolution
2. BHT Cost Proposal
3. Task Order 22

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE TASK ORDER #22 WITH BHT ENGINEERING, INC. TO PREPARE PLANS AND SPECIFICATIONS FOR STREET LIGHTING PROJECT ON 1<sup>ST</sup> -5<sup>TH</sup> STREETS BETWEEN BIRCH AVENUE AND POPLAR AVENUE**

**WHEREAS**, the City has an existing contract with BHT Engineering, Inc. to provide professional engineering services; and

**WHEREAS**, the City wishes to procure BHT Engineering, Inc. to perform the tasks described in Task Order #22 attached as Exhibit "A"; and

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

**WHEREAS**, BHT Engineering, Inc. and the City each acknowledge that each party have reviewed the task order; and,

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

**WHEREAS**, BHT Engineering, Inc. shall maintain all worker's compensation insurance were and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

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

**SECTION 1** Authorizing the City Manager or his Designee to Execute a Task Order#22 with BHT Engineering to Prepare Plans and Specifications for a Street Lighting Project on 1st – 5th Streets between Birch Avenue and Poplar Avenue.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

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



## **TASK ORDER NO. 22**

### **BACKGROUND**

The City of Wasco has programmed funding for additional Street Lighting around the City in the 2022-23 FY budget. The first area being addressed is the blocks of 1<sup>st</sup> – 5<sup>th</sup> Streets West of Birch Avenue. City Staff has received a complete PGE design and the next step is to have a full engineered utility design complete. The utility design is the purpose of this task order.

### **OBJECTIVES**

1. Perform Surveying necessary for preliminary design and cost estimation.
2. Prepare Project Plans, Specifications, Estimates and Bid Documents.
3. Assist City Staff throughout the Bidding and Award Process.

### **SCOPE OF WORK**

BHT Engineering, Inc. will prepare Plans and specifications necessary to bid out the Project.

### **DELIVERABLES**

1. Plans and Specifications.

### **ROLES AND RESPONSIBILITIES**

The Project Coordinators for this task order will be the Deputy Public Works Director and the City Projects Manager.

### **SCHEDULE**

BHT Engineering, Inc. will have until March 17, 2023 to have prepared all of the deliverables.

### **PAYMENT AND INVOICING PROCEDURES**

**The total cost for this Design is not to exceed \$39,495.00**

Engineer shall receive payment for all Services performed by Engineer hereunder based on "Time and Materials." As used in Agreement executed on February 18, 2020, Time and Materials shall mean the number of hours devoted by Engineer to such Services charged at the rate set forth in the Billing Rate Schedule attached to the Agreement dated February 18, 2020 as Exhibit "B" and by this reference made a part hereof. Engineer shall bill City no more often than monthly by invoice for the Services. The invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees performing the Services, and the number of hours expended. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each



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

The signatures below shall serve as an authorization to proceed on Task Order from the City of Wasco and is acknowledged by the Consultant.

**Consultant**

**City of Wasco**

By: \_\_\_\_\_

Name: Juan Pantoja

Title:

By: \_\_\_\_\_

M. Scott Hurlbert, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Wasco**

August 19, 2022

**COST PROPOSAL**

**City of Wasco - 2021 STREET LIGHTS IMPROVEMENTS - VARIOUS LOCATIONS**

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
<b>Project Management/Internal Team Coordination</b>				
Coordinate with City Staff for project's concept and direction. Schedule meetings, managing the project schedule. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	Principal Engineer	2	\$ 155.00	\$ 310.00
	Sr. Civil Engineer	6	\$ 140.00	\$ 840.00
	Sr. Proj. Manager	6	\$ 130.00	\$ 780.00
	Assist. Proj. Mngr.	6	\$ 105.00	\$ 630.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Topographic Survey and Mapping</b>				
Perform field survey/review necessary for preliminary engineering, design, cost estimates, quantity calculations. Prepare findings and detailed topographic mapping.	2-man Crew	8	\$ 280.00	\$ 2,240.00
	Sr. Proj. Manager	4	\$ 130.00	\$ 520.00
	Assist. Proj. Mngr. / CAD Drafter	8	\$ 105.00	\$ 840.00
<b>Prepare Project Plans, Specifications, Estimates, Bid Preparation</b>				
Prepare preliminary and final plan layouts and present the layouts to the City for review. Plan sheets will represent proposed layout, demolition, civil, electrical improvements, curb, gutter, sidewalks - if any - improvements, etc. Prepare Project Specifications, Engineer's Estimate, Contract Bid Documents, etc.	Principal Engineer	5	\$ 155.00	\$ 775.00
	Sr. Civil Engineer	70	\$ 140.00	\$ 9,800.00
	Sr. Proj. Manager	85	\$ 130.00	\$ 11,050.00
	Assist. Proj. Mngr. / CAD Drafter	60	\$ 105.00	\$ 6,300.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Bidding and Award of Project</b>				
Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal. City Staff will be responsible for log in, open and retain received bids.	Principal Engineer	2	\$ 155.00	\$ 310.00
	Sr. Civil Engineer	10	\$ 140.00	\$ 1,400.00
	Sr. Proj. Manager	16	\$ 130.00	\$ 2,080.00
	Clerical	5	\$ 60.00	\$ 300.00
Mileage - 62 miles round trip x 3 trips = 200 miles + mileage around town	Milage	200	\$ 0.60	\$ 120.00
<b>Total (not to exceed) =</b>				<b>\$ 39,495.00</b>

**NOTES:**

- This total estimated time is considered a maximum amount based on scope of work. Scope of work changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.
- Utility Coordination / Application by City.
- The work as described in this Proposal shall be completed by February 28, 2023. This timeline may be extended.

**Not Included In this Proposal:**

- Preliminary Soils/Pavement Recommendation - Not Included in this proposal
- \* Detail Right-of-way search/map - It is anticipated that all construction work will occur within existing right-of-way
- \* Advertisement and Processing Costs - by City
- CEQA Environmental Clearance by City.





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to approve a purchase order in the amount of \$32,139.17 to purchase one Ford Ranger truck for the Wastewater Department.

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### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to approve a purchase order in the amount of \$32,139.17 to purchase one Ford Ranger truck.

### **Discussion:**

Currently the Wastewater Department has one service truck and one pickup to use when performing job duties around the city. This affects daily operations when a vehicle is down for maintenance or someone needs to make a trip to the surrounding areas. The Wastewater Department will utilize this new smaller utility vehicle mostly for inspecting lift stations, customer complaints, but also for out of town commutes. This Smaller utility vehicle will allow the Department to use much less fuel than using one of the larger trucks for tasks that do not require it.

In accordance with the City's municipal code, the City may utilize joint powers agreements, to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the truck using Sourcewell Contract No. 091521-NAF.

### **Fiscal Impact:**

The City budgeted \$103,500 in the 2022-23 budget (Project No. 23017) for two vehicles, one of which is a smaller utility truck for the Wastewater Department. The funding source for this project is out of the wastewater enterprise fund. The Truck cost is \$32,139.17 leaving \$71,360.83 to purchase the other vehicle specified in that Project Budget.

***Project Costs by Phase***

	<b>Project Costs by Phase</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		103,500					103,500
Total	-	103,500	-	-	-	-	103,500

***Project Funding Sources***

	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Wastewater Enterprise Fund		103,500					103,500
							-
							-
Total	-	103,500	-	-	-	-	103,500

**Attachments:**

1. Resolution
2. Sourcewell Quote

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A PURCHASE ORDER TO PURCHASE ONE TRUCK FOR THE WASTEWATER DEPARTMENT IN THE AMOUNT OF \$32,139.17**

**WHEREAS**, the City wishes to purchase a truck from National Auto Fleet Group through the Sourcewell Agreement; and

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

**WHEREAS**, 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 truck in the amount of \$32,139.17 is to be from the Wastewater Enterprise Fund.

**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 a purchase order with National Auto Fleet Group to purchase one truck for the Wastewater Department in the amount of \$32,139.17

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

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



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/21/2022

8/22/2022 Re-Configured

Quote ID: **20940 R1**

Order Cut Off Date: **8/26/2022**

Mr Alberto Martinez

City of Wasco

801 8th street

Wasco, California, 93280

Dear Alberto Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Ranger (R4E) XL 2WD SuperCrew 5' Box 126.8" WB, R16B )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Est. Lease Per Unit	To Own	Total Savings
Contract Price	\$30,405.00	\$29,681.68	2.379 %	36 Months	\$899.35	\$723.32
R16B						
Tax (8.2500 %)		\$2,448.74		48 Months	\$685.65	
Tire fee		\$8.75		60 Months	\$560.98	
Total		\$32,139.17				

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Office Dpt

Account Manager

Email: Office@nationalautofleetgroup.com

Office: (855) 289-6572

Fax: (831) 480-8497



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# **1-855-289-6572**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99H	ENGINE: 2.3L ECOBOOST, (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
64A	WHEELS: 16" SILVER STEEL, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
___	TIRES: P255/70R16 A/S BSW, (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
YZ	OXFORD WHITE
<b>PAINT SCHEME</b>	
<b>Code</b>	<b>Description</b>
___	STANDARD PAINT
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
___	3.73 AXLE RATIO, (STD)
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
86Q	BED UTILITY PACKAGE, -inc: Plastic Drop-In Bedliner, 12V Power Plug
51D	AUTO START-STOP REMOVAL
87W	4G LTE WI-FI HOTSPOT REMOVAL

OPTION PACKAGE

Code	Description
100A	EQUIPMENT GROUP 100A STANDARD



# 2023 Fleet/Non-Retail Ford Ranger XL 2WD SuperCrew 5' Box 126.8" WB

## WINDOW STICKER

2023 Ford Ranger XL 2WD SuperCrew 5' Box 126.8" WB

CODE	MODEL	MSRP
R4E	2023 Ford Ranger XL 2WD SuperCrew 5' Box 126.8" WB	\$28,585.00
<b>OPTIONS</b>		
99H	ENGINE: 2.3L ECOBOOST, (STD)	\$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	\$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	\$0.00
—	TIRES: P255/70R16 A/S BSW, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
86Q	BED UTILITY PACKAGE, -inc: Plastic Drop-In Bedliner, 12V Power Plug	\$395.00
51D	AUTO START-STOP REMOVAL	(\$50.00)
87W	4G LTE WI-FI HOTSPOT REMOVAL	(\$20.00)
100A	EQUIPMENT GROUP 100A STANDARD	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$28,910.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
<b>TOTAL PRICE</b>	<b>\$30,405.00</b>

Est City: 16 (2022) MPG  
 Est Highway: 22 (2022) MPG  
 Est Highway Cruising Range: 572.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: 2.3L EcoBoost Requires auto start stop removal (51D) when feature is not available.
Transmission: Electronic 10-Speed SelectShift Auto
3.73 Axle Ratio
GVWR: TBD
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
18 Gal. Fuel Tank
Single Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

### EXTERIOR

Wheels: 16" Silver Steel
Tires: P255/70R16 A/S BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass

Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

## ENTERTAINMENT

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
Streaming Audio
Integrated Roof Antenna
4 Speakers
2 LCD Monitors In The Front

## INTERIOR

Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
Day-Night Auto-Dimming Rearview Mirror

3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Tracker System
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Trip Computer
Analog Appearance
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Rear Center Armrest
Securilock Anti-Theft Ignition (pats) Immobilizer

## SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his designee to fully execute a contract with Aspect Engineering in the amount of \$85,884.00 and Authorize the use of \$100,000 of ARPA funds to cover costs associated with upgrading the City of Wasco's Water Utilities Supervisory, Control, and Data Acquisition (SCADA) system.

---

### **Recommendation:**

Adopt a Resolution Authorizing the City Manager or his designee fully execute a contract with Aspect Engineering in the amount of \$85,884.00 and Authorize the use of \$100,000 of ARPA funds to cover costs associated with upgrading the City of Wasco's Water Utilities Supervisory, Control, and Data Acquisition (SCADA) system.

### **Discussion:**

The City of Wasco's SCADA system was first installed in 1998, which at the time, completely changed the way that our water Utilities were able to respond to and mitigate water and wastewater issues and emergencies. The SCADA system currently has supervisory control of The Potable Water System, including six municipal well sites and the Wastewater Treatment Facility Lift Stations (low points of the Sanitary Sewer System). The SCADA system allows supervisory control of flows, pumping speeds, alarm alerts with reset capability, power outages, liquid levels, chlorine residual, etc. With future development and expansion of our Wastewater and Fresh Water Systems, an upgraded system is warranted to expand the monitoring and control of the many aspects of the systems. This is achieved by ensuring the availability of good water quality and mitigating situations before they are a risk to the community and environment.

With continued growth, components will be added to our Wastewater and Potable water systems in the upcoming years, Including new well sites, storage tanks, and 123 TCP treatment. This upgrade will allow us to prepare for future expansion to be connected to the SCADA system and optimize control of the existing utilities that are currently connected.

After seeing demonstrations of various SCADA platforms, Aspect Engineering stood out; this provider has a strong service relationship throughout Kern County with multiple large

clients in similar industries (Cal Water, City of Delano Water and Wastewater Utilities, and Arvin-Edison Water Storage District.) The \$85,884.00 quoted by Aspect Engineering will cover the cost of software and integration of Rockwell Automation's FactoryTalk SE as the SCADA platform for our drinking water system. This platform will allow us to integrate the wastewater treatment facility and other infrastructure in the future at additional costs. CB Pacific and Agilitech also provided demonstrations. CB Pacific offers GE Digital's IFIX products, leaving us to contact a third party for integration. Agilitech is our current SCADA provider and currently does not provide the reliable support needed for a growing Water/Wastewater utility.

### **ARPA Fiscal Recovery Funds**

From a policy perspective, the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

From an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure.

The Coronavirus State and Local Fiscal Recovery Funds provide flexibility for each government to meet local needs-including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer, and broadband infrastructure.

The U.S. Department of the Treasury has published an Interim Final Rule (IFR) that implements the provisions of this program. The staff has reviewed the document, conferred with staff in surrounding cities, and reviewed existing budget/project priorities to develop a proposed plan for just over half of Wasco's Local Fiscal Recovery Funds, detailed below.

### **Cyber Security (SCADA) WTR/WW**

SCADA cybersecurity involves taking deliberate actions to safeguard the industrial control system against outside threats, hackers, malware, and more. Common SCADA cybersecurity processes involve establishing basic security and monitoring systems that dynamically alert operators on changes to the system in real-time. The SCADA system remotely monitors equipment and processes for our fresh water system and wastewater treatment plant.

**Timeline & Reporting for the use of Fiscal Recovery Funds**

The current regulations from the U.S. Treasury permit the funds to be used to cover costs incurred beginning on March 3, 2021. All funds must be obligated to their specific use by December 31, 2024, and fully expended by December 31, 2026.

**FISCAL IMPACT:**

The appropriation of ARPA Fiscal Recovery Funds will not adversely impact existing City funds, operations, or budgeted programs and projects. Fiscal Recovery Funds will have a significant positive effect on furthering existing policy priorities of improving the City's water system, including addressing deferred water system maintenance and retaining committed and qualified City staff who have diligently served the community of Wasco from the COVID-19 pandemic.

From a cashflow standpoint, although the ARPA Fiscal Recovery funds received to date (100%), the timeline of most of the proposed projects will stretch into the next calendar year, so it is unlikely that the fund established for ARPA funds will ever go into a negative status.

**Attachments:**

1. Resolution
2. Agreement
3. Proposal

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FULLY EXECUTE A CONTRACT WITH ASPECT ENGINEERING GROUP IN THE AMOUNT OF \$85,884.00 AND AUTHORIZES THE USE OF \$100,000 OF ARPA FUNDS TO COVER COSTS ASSOCIATED WITH THE CITY OF WASCO'S WATER UTILITIES SUPERVISORY, CONTROL AND DATA ACQUISITION (SCADA) SYSTEM**

**WHEREAS**, the City wishes to contract with Aspect Engineering Group to provide professional engineering services for water and wastewater supervisory control and data acquisition (SCADA) related matters; and

**WHEREAS**, the services provided will be based on a time and material basis in accordance with the Agreement found in Exhibit "A" and said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

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

**WHEREAS**, Aspect Engineering Group and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement.

**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 fully execute a contract with Aspect Engineering in the amount of \$85,884.00 and Authorize the use of \$100,000 of ARPA funds to cover costs associated with upgrade of the City of Wasco's Water Utilities Supervisory, Control, and Data Acquisition (SCADA) system.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:     Lynch, Garcia, Martinez, Pallares, Reyna

AYES:

NOES:

ABSTAIN:

ABSENT:

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**Gilberto Reyna,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASCO, hereinafter "City", and Aspect Engineering Group, a California Corporation, hereinafter "Contractor,"

### **WITNESSETH:**

WHEREAS, City wishes to contract with contractor to provide certain services (the "services") relating to the City's Water and Wastewater system and SCADA software integration with warranties as more particularly described, respectively, in Exhibit "A" attached hereto and by this reference made a part hereof under the terms and conditions described hereinafter and Contractor is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Contractor to purchase the Equipment under the terms and conditions described hereinafter.
3. The full cost of the Equipment and installation shall not exceed \$85,884.00, inclusive of shipment and taxes (the "Price"). The Price shall be payable within thirty (30) days after integration of the Equipment and City's inspection and approval.
4. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy for protection against liability arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons and employees, as additional insureds.
5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, and employees from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner arising out of Contractor's performance or attempted performance of the

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

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

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

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

Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon service by electronic mail ("email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239; Email - [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) and Contractor — David Amavizca-Esparza, 8230 Espresso Drive, Bakersfield, CA 93312, Phone (936)333-0990, Email: [damavizca@aspecteg.com](mailto:damavizca@aspecteg.com) Either party may change its address or contact information by notice to the other party as described herein.

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

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

11. 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.

12. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written

agreements and understandings between the parties with respect thereto.

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

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

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

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

City of Wasco, California, "**City**"

By: \_\_\_\_\_  
M. SCOTT HURLBERT  
City Manager

Aspect engineering Group, a California  
Corporation, "**Contractor**"

By: \_\_\_\_\_  
Name: David Amavizca-Esparza  
Its: Operations Manager

**EXHIBIT “A”**

|

## 4.0 Cost Summary

This is presented as a T&M Not-To Exceed Estimate. Aspect is providing the following three (3) configurations to the City, with only one to be selected by the City. Aspect Engineering is recommending that the City select Rockwell Automation's FactoryTalk View SE as the SCADA Platform, based on the findings attached in Appendix C: SCADA Comparisons. The breakout of each cost will be provided in Section 5.0 "Software Licensing" and the tasks required will be detailed in Appendix B: SCADA Tasks

### Rockwell Automation's FactoryTalk View SE Costs

Item	Cost
Aspect Labor (see Appendix B: SCADA Tasks for Breakout)	\$44,928
Software Costs (See Section 5.0: Software Licensing)	\$40,956
<b>Total Cost</b>	<b>\$85,884</b>

### ~~AVEVA's Wonderware InTouch Costs~~

Item	Cost
<del>Aspect Labor (see Appendix B: SCADA Tasks for Breakout)</del>	<del>\$44,928</del>
<del>Software Costs (See Section 5.0: Software Licensing)</del>	<del>\$47,462</del>
<del><b>Total Cost</b></del>	<del><b>\$92,390</b></del>

### Inductive Automation's Perspective Upgrade Costs

Item	Cost
<del>Aspect Labor (see Appendix B: SCADA Tasks for Breakout)</del>	<del>\$40,262</del>
<del>Software Costs (See Section 5.0: Software Licensing)</del>	<del>\$9,599</del>
<del><b>Total Cost</b></del>	<del><b>\$49,861</b></del>



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to approve a purchase order in the amount of \$14,929.44 with Farm Pump and Irrigation, and contingencies not to exceed \$18,000.00 in total to lower the pumping zone in Well 10.

---

**Recommendation:**

Adopt a Resolution Authorizing the City Manager to approve a purchase order in the amount of \$14,929.44 with Farm Pump and Irrigation, and contingencies not to exceed \$18,000.00 in total to lower the pumping zone in Well 10.

**Discussion:**

Currently the City of Wasco has 6 active well sites to meet the City's water demands. As of June of 2022, water quality issues have arisen with well 10 located on the Corner of Griffith and Iris. This is of major concern to City of Wasco staff due the water capacity issues that already exist. Although Well 10 is eventually going to be replaced by the State Revolving Project it is imperative that we prolong the life of our existing wells. Having this well offline significantly reduces the amount of time wells can be down for maintenance, repairs and reduces our water availability for any future development projects throughout out the city. After internal discussions and reaching out to various experienced well rehabilitation professionals, staff is recommending to drop the well pumping zone by 60 feet. With the well pumping zone being lower we are hoping to mitigate some of the water quality issues that currently exist. A quote has been received from Farm Pump and irrigation in the amount of 14,929.44. With work similar to this, including contingencies in the project budget is appropriate. For this project, a contingency of approximately 20% is appropriate and a total project budget of \$18,000.00 is requested.

**Fiscal Impact:**

The City will use Water Fund capital outlay funds in the amount not to exceed \$18,000.00 to lower the pumping zone in well 10.

**Attachments:**

1. Resolution
2. Quote



**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO APPROVE A WORK ORDER IN THE AMOUNT OF \$14,929.44 WITH FARM PUMP AND IRRIGATION AND CONTINGENCIES NOT TO EXCEED \$18,000.00 IN TOTAL, TO LOWER THE PUMPING ZONE IN WELL10.**

**WHEREAS**, City Well 10 has experienced water quality issues, requiring removal from service and impacting the overall city water system; and

**WHEREAS**, staff consulted and determined a prudent course of action is to lower the pump in Well 10 to produce higher quality water; and

**WHEREAS**, the City has received a quote for expedited work in the amount of \$14,929.44 from attached hereto; and

**WHEREAS**, Staff recommends a 20% contingency for completion of the work bringing the estimated cost of the project to not more than \$20,000.00 total, paid by Water Fund Capital Outlay funds; and,

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

**SECTION 1:** Authorize the City Manager or his Designee to execute a work order with Farm Pump & Irrigation in the amount of \$14,929.44.

**SECTION 2:** Authorize the City Manager or his Designee to execute necessary changes in an amount not exceeding a total project cost of \$18,000.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**GILBERTO REYNA**  
**MAYOR** of City the Wasco

**Attest:** \_\_\_\_\_

---

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

## Farm Pump & Irrigation

535 North Shafter Avenue, Shafter, California 93263

Phone: 1-661-589-6901 \* 661-746-3376 Fax: 661-746-1510

P.O. Box 1477, Shafter, California 93263

**Customer:** City of Wasco

**Date:** 9/15/2022

**Job No:** 12082018RNA

**Exp. Date:**

**Attention:** Alberto

**Re: Deep well pump extension**

### Estimated Materials Needed:

[illegible]

**Estimated Material Total     \$    11,131.12**

### Estimated Labor

[illegible]

		Estimated Labor Total	\$	2,880.00
Terms:	Net 30 days	Estimated Material Total	\$	11,131.12
		Sales Tax	\$	918.32
		<b>Grand Total</b>	<b>\$</b>	<b>14,929.44</b>

Notes:

Thank You.

I understand and accept the terms and conditions of this estimate.

**Signature**

Date \_\_\_\_\_



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** September 20, 2022

**SUBJECT:** Adopt a Resolution Approving the Final Map for Phases 2 and 3 of Tract 7373 accepting for public use the dedications for the purposes for which they are offered Authorizing the City Manager, City Clerk, or their designees to sign the Subdivision Agreement and Authorize the City Clerk to endorse the maps.

---

### **Recommendation:**

Staff recommends Adopting a Resolution Approving the Final Map for Phases 2 and 3 of Tract 7373, accepting for public use the dedications for the purposes for which they are offered, Authorizing the City Manager, City Clerk, or their designees to sign the Subdivision Agreement and Authorize the City Clerk to endorse the maps.

### **Background:**

The Subdivider, LeOra, LLC, has submitted the Final Tract Map No. 7373, Phase 2 and 3, for the City Council's approval. A Subdivision Agreement between the City and the Developer has been prepared for each phase. All improvements in the public right-of-way that have not been completed are required to be bonded per the approved security estimate and will not be accepted by the City until complete.

### **Discussion:**

The City Engineer and Surveyor have reviewed the final maps and find that they are conformance with the Subdivision Map Act. The Subdivider has paid all the necessary fees. The Developer has provided the tax estimates, tax certificates, subdivision guarantees, Letters of credit, and recording fees for the maps.

### **Fiscal Impact:**

None.

### **Attachments:**

1. Resolution
2. Final Maps
3. Subdivision Agreement – Phases 2 and 3

4. Title Guarantee – Phase 2 and 3
5. Tax Certificate – Phase 2 and 3

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE FINAL MAP FOR TRACT NO. 7373 PHASES 2 and 3, ACCEPTING FOR PUBLIC USE ALL DEDICATIONS FOR THE PURPOSE FOR WHICH THEY ARE OFFERED, AUTHORIZING THE CITY MANAGER, CITY CLERK OR THEIR DESIGNEES TO SIGN THE SUBDIVISION AGREEMENTS, AND AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAPS.**

**WHEREAS**, LeOra, LLC, as a Subdivider has submitted the final map for Tract No. 7373 Phase 2 and 3 in the City of Wasco to be developed under the provisions of the Subdivision Map Act and the Wasco Municipal Code; and

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

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

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

**SECTION 1:** Approves the Final Map for Tract No. 7373, Phase 2 and 3, and accepts for public use all dedications for the purpose for which they are offered.

**SECTION 2:** Authorizes the City Manager, City Clerk, or their Designees to sign the Subdivision Agreements and authorizes the City Clerk to endorse the Final Maps.

-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 September 20, 2022, by the following vote:

COUNCIL MEMBERS: GARCIA, MARTINEZ, LYNCH, PALLARES, REYNA

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



OWNERS STATEMENT

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

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 49 DESIGNATED AS "10 FOOT PUBLIC UTILITIES EASEMENT" AS SHOWN UPON SAID MAP, WITHIN SAID SUBDIVISION: SUCH STRIPS OR PLATS OF LAND ARE TO KEPT OPEN AND FREE FROM ANY BUILDINGS OR STRUCTURES OF ANY KIND.

FOR SUCH A TIME THAT STREET REMAINS A PUBLIC ROAD, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1 THROUGH 15, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

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

LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MICHAEL F. HAIR, JR., MANAGING MEMBER DATE

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

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature\_\_\_\_\_

Name (Typed or Printed)

MY COMMISSION EXPIRES: \_\_\_\_\_ COMMISSION NO.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

RECORDER'S STATEMENT

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

JON LIFQUIST  
KERN COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

TRACT MAP NO. 7373 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO  
BEING A SUBDIVISION OF LOT 67 OF TRACT MAP No. 7373 PHASE 1, RECORDED OCTOBER 26, 2021  
IN MAP BOOK 65 AT PAGES 89 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE  
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

11.25 ACRES GROSS

49 LOTS

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WASCO HEREBY ORDERS THAT THE MAP OF " TRACT NO. 7373, PHASE 2" IS APPROVED. THE STREETS, ACCESS RIGHTS, AND ANY OTHER EASEMENTS SHOWN UPON THIS MAP ARE HEREBY OFFERED FOR DEDICATION AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND THE ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY COUNCIL, IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF WASCO, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING;

NAME NATURE OF INTEREST

THE UNITED STATES OF AMERICA EASEMENTS FOR WATER PIPELINE PER BOOK 2513, PAGE 507 OFFICIAL RECORDS, CANNOT BE PLOTTED FROM PUBLIC RECORD.

CITY OF WASCO THE LAND INCLUDED WITH A PROJECT AREA OF THE WASCO REDEVELOPMENT AGENCY, WASCO REDEVELOPMENT PROJECT, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN), AS DISCLOSED BY STATEMENT OF COMMENCEMENT OF REDEVELOPMENT ACTIVITIES, PER INSTRUMENT NO. 207161378.

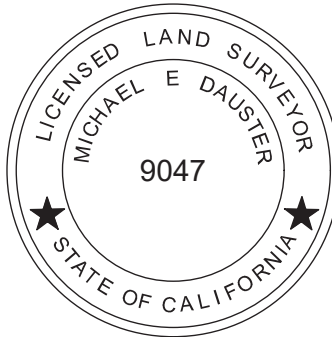
CITY OF WASCO AN EASEMENT OVER SAID LAND FOR WATER LINES AND INCIDENTAL PURPOSES, GRANTED TO CITY OF WASCO, IN DEED RECORDED NOVEMBER 8, 1959, BOOK 6312, PAGE 1722, OFFICIAL RECORDS.

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

MARIA O. MARTINEZ DATE  
CITY CLERK, CITY OF WASCO

BASIS OF BEARINGS

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



SURVEYOR'S STATEMENT

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

MICHAEL S. DAUSTER L.S. 9047 DATE

CITY ENGINEER'S STATEMENT

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

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



CITY SURVEYOR'S STATEMENT

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

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



PLANNING DIRECTOR'S STATEMENT

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

KERI COBB DATE  
PLANNING DIRECTOR, CITY OF WASCO



TRACT MAP NO. 7373 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO  
BEING A SUBDIVISION OF LOT 67 OF TRACT MAP No. 7373 PHASE 1, RECORDED OCTOBER 26, 2021  
IN MAP BOOK 65 AT PAGES 89 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING  
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27  
SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN,  
STATE OF CALIFORNIA.

11.25 ACRES GROSS

49 LOTS

LEGEND

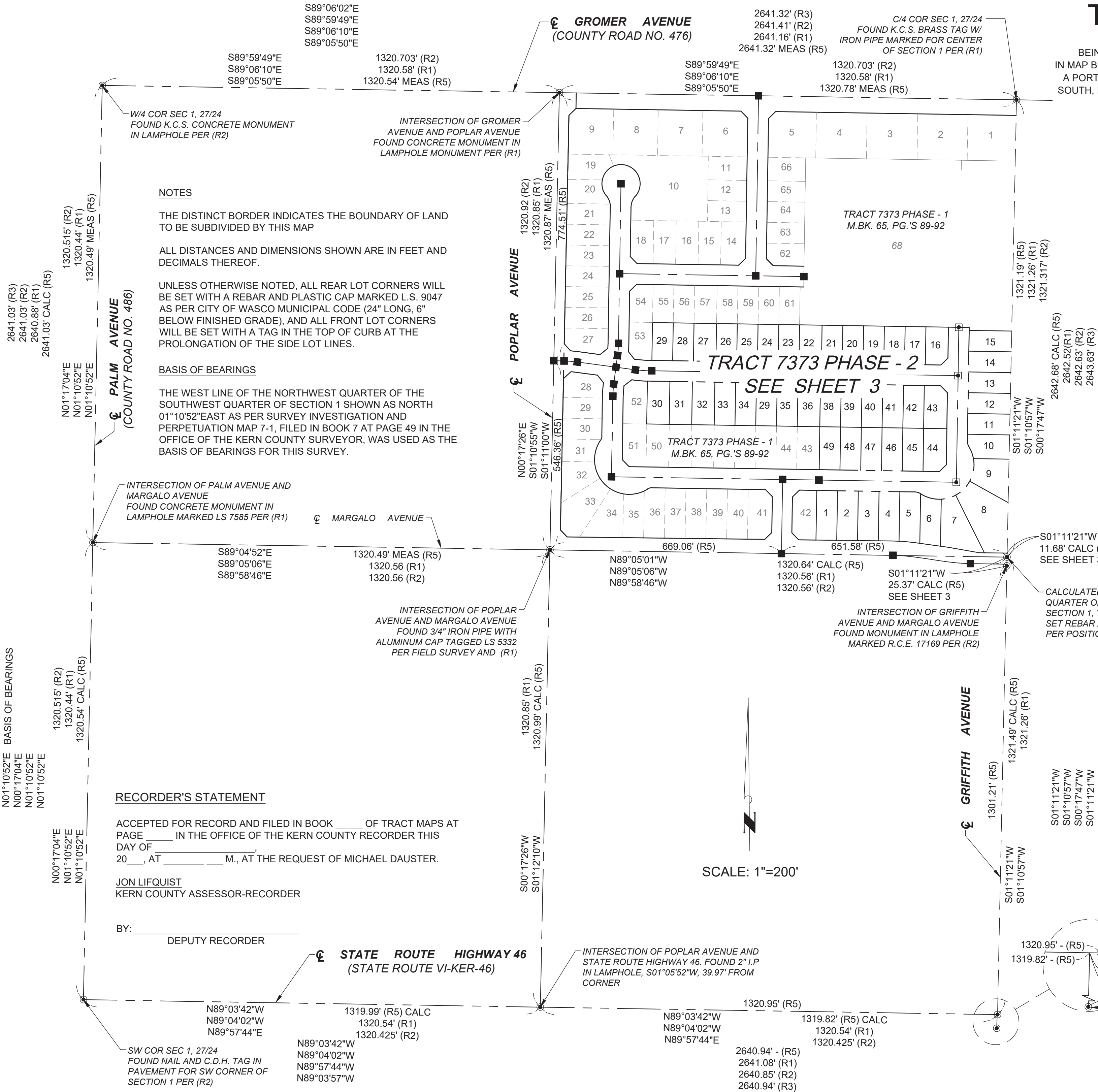
●	FOUND MONUMENT AS DESCRIBED	CALC	CALCULATED PER FIELD SURVEY AND (R1) OR (R2)
■	SET 6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT PER THIS MAP	MEAS	MEASURED PER FIELD SURVEY
■	6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT SET PER TRACT MAP NO. 7373 PHASE - 1 M.BK. 65, PG. 89-92	M.BK./PG.	MAP BOOK/PAGE
■		P.U.E.	PUBLIC UTILITIES EASEMENT
Ⓐ	10' WIDE PUBLIC UTILITY EASEMENT	REC'D	RECORDED
////	WAIVER OF DIRECT ACCESS RIGHTS	R1	RADIAL LINE
		S.F.	SQUARE FEET

- (R1) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 6600 IN BK. 56 OF TRACT MAPS AT PG. 74 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R2) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER RECORD OF SURVEY 3547 IN BK. 30 OF RECORDS OF SURVEY AT PG. 91 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R3) RECORD BEARINGS AND DISTANCE AS SHOWN ON FILED MAP 7-1, FILED MAP BK. 7, PG 49 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R4) RECORD DATA PER DOCUMENT NO. 0219114478, OFFICIAL RECORDS
- (R5) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 7373 PHASE - 1 IN BK. 65 OF TRACT MAPS AT PG.'S 89 - 92 IN THE OFFICE OF THE KERN COUNTY SURVEYOR

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°05'50"E	5.97
L2	N45°54'10"E	28.28
L3	N44°05'50"W	28.28
L4	N45°54'10"E	28.28
L5	N00°54'10"E	8.50
L6	N89°05'50"W	122.86
L7	N89°05'50"W	12.00
L8	N89°16'53"W	222.09
L9	N82°03'08"W	94.08
L10	N79°53'05"W	90.41
L11	N89°16'53"W	80.21
L12	S81°55'12"E	100.00
L13	S89°05'01"E	105.27
L14	S89°05'50"E	104.97

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	14.33	25.00	7.37	32°50'17"
C2	1.48	100.00	0.74	0°50'53"
C3	62.86	100.00	32.51	36°01'02"
C4	43.54	100.00	22.12	24°56'46"
C5	58.36	100.00	30.04	33°26'14"
C6	67.25	100.00	34.95	38°31'48"
C7	38.25	100.00	19.36	21°55'06"
C8	14.34	25.00	7.37	32°51'32"
C9	271.74	100.00	464.42	155°41'49"
C10	67.88	538.00	33.99	7°13'45"
C11	17.91	538.00	8.96	1°54'28"
C12	49.97	538.00	25.00	5°19'17"
C13	62.52	500.00	31.30	7°09'52"
C14	62.52	500.00	31.30	7°09'51"

RADIAL TABLE	
RADIAL	BEARING
R1	N00°54'10"W
R2	N33°44'27"E
R3	S32°53'34"W
R4	S03°07'28"E
R5	S28°04'14"E
R6	S61°30'28"E
R7	N79°57'44"E
R8	S58°02'38"W
R9	N89°05'50"W
R10	N00°43'07"E
R11	N07°56'52"E
R12	N00°54'58"E
R13	N08°04'51"E
R14	S08°04'48"W
R15	S00°54'57"W
R16	S02°37'35"W



NOTES

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

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

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

BASIS OF BEARINGS

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

INTERSECTION OF PALM AVENUE AND MARGALO AVENUE  
FOUND CONCRETE MONUMENT IN LAMPHOLE MARKED LS 7585 PER (R1)

S89°04'52"E  
S89°05'06"E  
S89°58'46"E

1320.49' MEAS (R5)  
1320.56' (R1)  
1320.56' (R2)

INTERSECTION OF POPLAR AVENUE AND MARGALO AVENUE  
FOUND 3/4" IRON PIPE WITH ALUMINUM CAP TAGGED LS 5332 PER FIELD SURVEY AND (R1)

1320.85' (R1)  
1320.99' CALC (R5)

S00°17'26"W  
S01°12'10"W

STATE ROUTE HIGHWAY 46  
(STATE ROUTE VI-KER-46)

N89°03'42"W  
N89°04'02"W  
N89°57'44"E

N89°03'42"W  
N89°04'02"W  
N89°57'44"W  
N89°03'57"W

SW COR SEC 1, 27/24  
FOUND NAIL AND C.D.H. TAG IN PAVEMENT FOR SW CORNER OF SECTION 1 PER (R2)

INTERSECTION OF POPLAR AVENUE AND STATE ROUTE HIGHWAY 46. FOUND 2" I.P. IN LAMPHOLE, S01°05'52"W, 39.97' FROM CORNER

N89°03'42"W  
N89°04'02"W  
N89°57'44"E

1320.95' (R5)  
1319.82' (R5) CALC  
1320.54' (R1)  
1320.425' (R2)

2640.94' - (R5)  
2641.08' (R1)  
2640.85' (R2)  
2640.94' (R3)

INTERSECTION OF GRIFFITH AVENUE AND MARGALO AVENUE  
FOUND MONUMENT IN LAMPHOLE MARKED R.C.E. 17169 PER (R2)

S01°11'21"W  
25.37' CALC (R5)  
SEE SHEET 3

S01°11'21"W  
11.68' CALC (R5)  
SEE SHEET 3

CALCULATED NE CORNER OF THE SE QUARTER OF THE SW QUARTER OF SECTION 1, T.27S., R.24E., M.D.B.&M. SET REBAR AND CAP TAGGED L.S. 9047 PER POSITION CALCULATED FROM (R2)

1301.21' (R5)  
1321.26' (R1)

S01°11'21"W  
S01°10'57"W  
S00°17'47"W  
S01°11'21"W

S01°11'21"W  
S01°10'57"W  
S00°17'47"W  
S01°11'21"W

1320.95' - (R5)  
1319.82' - (R5)  
1.13' - (R5)  
40.00' (R5)

S/4 COR SEC 1, 27/24  
CORNER NOT FOUND, POSITION ESTABLISHED FROM FOUND 2" I.P. IN LAMPHOLE, 1.13' WEST AND 40.00' SOUTH OF CORNER PER (R3)



RECORDER'S STATEMENT

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

JON LIFQUIST  
KERN COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

TRACT MAP NO. 7373 - PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO  
BEING A SUBDIVISION OF LOT 67 OF TRACT MAP No. 7373 PHASE 1, RECORDED OCTOBER 26, 2021  
IN MAP BOOK 65 AT PAGES 89 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

NOTES:

SEE SHEET 2 FOR LEGEND, NOTES, LINE, CURVE AND RADIAL TABLES.

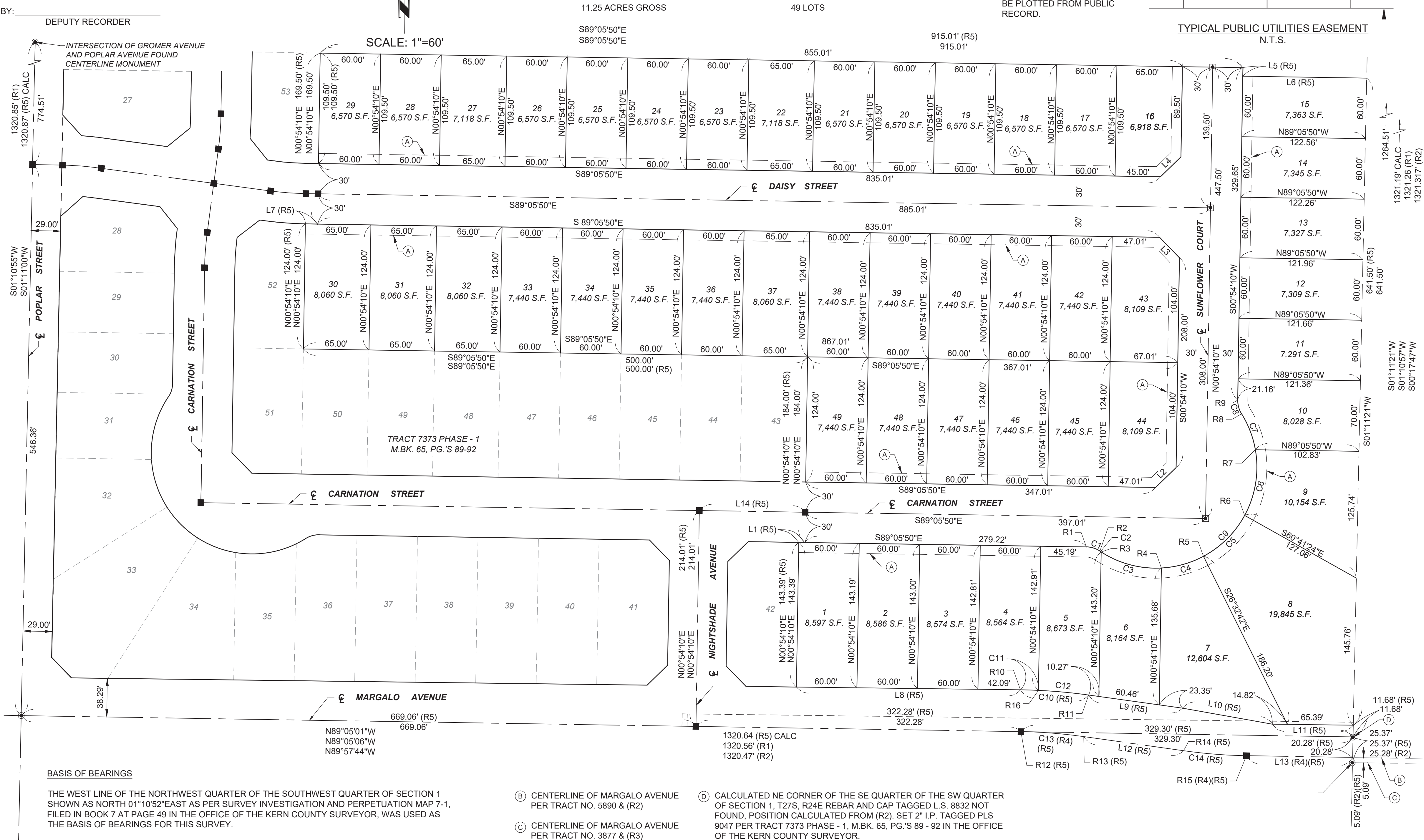
EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR WATER PIPELINE PER BK. 2513, PG. 507, O.R., CANNOT BE PLOTTED FROM PUBLIC RECORD.

PUBLIC UTILITIES EASEMENT  
TYPICAL WHERE SHOWN  
UNLESS OTHERWISE INDICATED

LOT LOT

TYPICAL PUBLIC UTILITIES EASEMENT  
N.T.S.

10' P.U.E.



BASIS OF BEARINGS

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

- (B) CENTERLINE OF MARGALO AVENUE PER TRACT NO. 5890 & (R2)  
(C) CENTERLINE OF MARGALO AVENUE PER TRACT NO. 3877 & (R3)

- (D) CALCULATED NE CORNER OF THE SE QUARTER OF THE SW QUARTER OF SECTION 1, T27S, R24E REBAR AND CAP TAGGED L.S. 8832 NOT FOUND, POSITION CALCULATED FROM (R2). SET 2" I.P. TAGGED PLS 9047 PER TRACT 7373 PHASE - 1, M.BK. 65, PG.'S 89 - 92 IN THE OFFICE OF THE KERN COUNTY SURVEYOR.







TRACT MAP NO. 7373 - PHASE 3

CONSISTING OF 3 SHEETS IN THE CITY OF WASCO  
BEING A SUBDIVISION OF LOT 68 OF TRACT MAP No. 7373 PHASE 1, RECORDED OCTOBER 26, 2021  
IN MAP BOOK 65 AT PAGES 89 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING  
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27  
SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN,  
STATE OF CALIFORNIA.

6.74 ACRES GROSS

30 LOTS

LEGEND

- FOUND MONUMENT AS DESCRIBED
- 
- SET 6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT PER THIS MAP
- 
- 6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT SET PER TRACT MAP NO. 7373 PHASE - 1, M.BK. 65, PG. 89-92
- 
- 6" CONC MON W/ BRASS CAP MARKED L.S. 9047 IN MONUMENT ENCASEMENT SET PER TRACT MAP NO. 7373 PHASE - 2, M.BK. \_\_, PG. \_\_
- CALC
- CALCULATED PER FIELD SURVEY AND (R1) OR (R2)
- MEAS
- MEASURED PER FIELD SURVEY
- M.BK./PG.
- MAP BOOK/PAGE
- P.U.E.
- PUBLIC UTILITIES EASEMENT
- REC'D
- RECORDED
- R1
- RADIAL
- S.F.
- SQUARE FEET
- Ⓐ
- 10' WIDE PUBLIC UTILITY EASEMENT
- ///
- WAIVER OF DIRECT ACCESS RIGHTS

- (R1) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 6600 IN BK. 56 OF TRACT MAPS AT PG. 74 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R2) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER RECORD OF SURVEY 3547 IN BK. 30 OF RECORDS OF SURVEY AT PG. 91 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R3) RECORD BEARINGS AND DISTANCE AS SHOWN ON FILED MAP 7-1, FILED MAP BK. 7, PG. 49 IN THE OFFICE OF THE KERN COUNTY SURVEYOR
- (R4) RECORD DATA PER DOCUMENT NO. 0219114478, OFFICIAL RECORDS
- (R5) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 7373 PHASE - 1 IN BK. 65 OF TRACT MAPS AT PG.'S 89 - 92, IN THE OFFICE OF THE KERN COUNTY SURVEYOR.
- (R6) RECORD BEARINGS AND DISTANCES AS SHOWN ON MAP RECORDED PER TRACT MAP NO. 7373 PHASE - 2 IN BK. \_\_ OF TRACT MAPS AT PG.'S \_\_, IN THE OFFICE OF THE KERN COUNTY SURVEYOR.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°54'10"E	8.50
L2	N89°05'50"W	122.86
L3	S89°05'50"E	10.00
L4	S45°54'10"W	28.28
L5	N44°05'50"W	28.28
L6	N45°54'10"E	28.28
L7	S44°05'50"E	28.28

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	20.57	50.00	10.43	23°33'59"
C2	14.66	50.00	7.38	16°48'04"
C3	53.92	55.00	29.35	56°10'31"
C4	71.22	55.00	41.59	74°11'32"
C5	71.21	55.00	41.59	74°11'12"
C6	53.93	55.00	29.35	56°10'52"
C7	11.33	50.00	5.69	12°59'13"
C8	23.89	50.00	12.18	27°22'51"
C9	35.23	50.00	18.38	40°22'03"
C10	250.29	55.00	64.70	260°44'07"
C11	35.23	50.00	18.38	40°22'03"
C12	23.91	50.00	12.19	27°23'47"
C13	11.32	50.00	5.68	12°58'16"
C14	53.94	55.00	29.36	56°11'39"
C15	71.20	55.00	41.58	74°10'24"
C16	71.20	55.00	41.58	74°10'24"
C17	53.94	55.00	29.36	56°11'40"
C18	11.32	50.00	5.68	12°58'16"
C19	23.91	50.00	12.19	27°23'48"
C20	35.23	50.00	18.38	40°22'03"
C21	250.29	55.00	64.72	260°44'07"
C22	35.23	50.00	18.38	40°22'03"

RADIAL TABLE	
RADIAL	BEARING
R1	S89°05'50"E
R2	N65°31'51"W
R3	N48°43'47"W
R4	N75°05'42"E
R5	N00°54'10"E
R6	N73°17'02"W
R7	S50°32'06"W
R8	N63°31'19"E
R9	S89°05'50"E
R10	N61°42'03"W
R11	N48°43'47"W
R12	N75°04'34"E
R13	N00°54'10"E
R14	N73°16'14"W
R15	S50°32'06"W
R16	N63°30'22"E
R17	S89°05'50"E

NOTES

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

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

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

INTERSECTION OF PALM AVENUE AND MARGALO AVENUE  
FOUND CONCRETE MONUMENT IN LAMPHOLE MARKED LS 7585 PER (R1)

BASIS OF BEARINGS

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

RECORDER'S STATEMENT

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

JON LIFQUIST  
KERN COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

STATE ROUTE HIGHWAY 46  
(STATE ROUTE VI-KER-46)

INTERSECTION OF POPLAR AVENUE AND STATE ROUTE HIGHWAY 46. FOUND 2" I.P. IN LAMPHOLE, S01°05'52"W, 39.97' FROM CORNER

SCALE: 1"=200'

S/4 COR SEC 1, 27/24  
CORNER NOT FOUND, POSITION ESTABLISHED FROM FOUND 2" I.P. IN LAMPHOLE, 1.13' WEST AND 40.00' SOUTH OF CORNER PER (R3)



RECORDER'S STATEMENT

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

JON LIFQUIST  
KERN COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

BASIS OF BEARINGS

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

6.74 ACRES GROSS

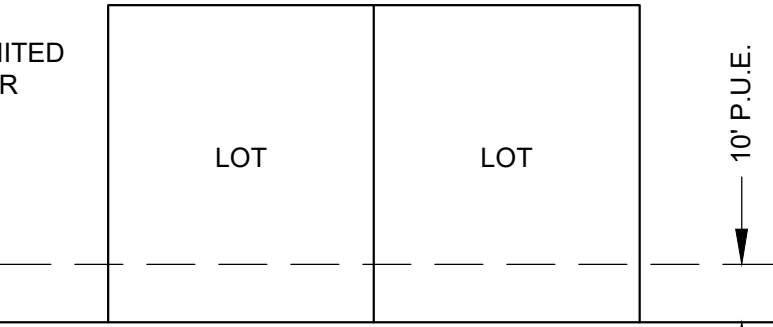
30 LOTS

TRACT MAP NO. 7373 - PHASE 3  
CONSISTING OF 3 SHEETS IN THE CITY OF WASCO  
BEING A SUBDIVISION OF LOT 68 OF TRACT MAP No. 7373 PHASE 1, RECORDED OCTOBER 26, 2021  
IN MAP BOOK 65 AT PAGES 89 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING A PORTION OF THE  
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

NOTES:

1. SEE SHEET 2 FOR LEGEND, NOTES,  
LINE, CURVE AND RADIAL TABLES.
2. EASEMENT IN FAVOR OF THE UNITED  
STATES OF AMERICA FOR WATER  
PIPELINE PER BK. 2513, PG. 507,  
O.R., CANNOT BE PLOTTED  
FROM PUBLIC RECORD.

PUBLIC UTILITIES EASEMENT  
TYPICAL WHERE SHOWN  
UNLESS OTHERWISE INDICATED

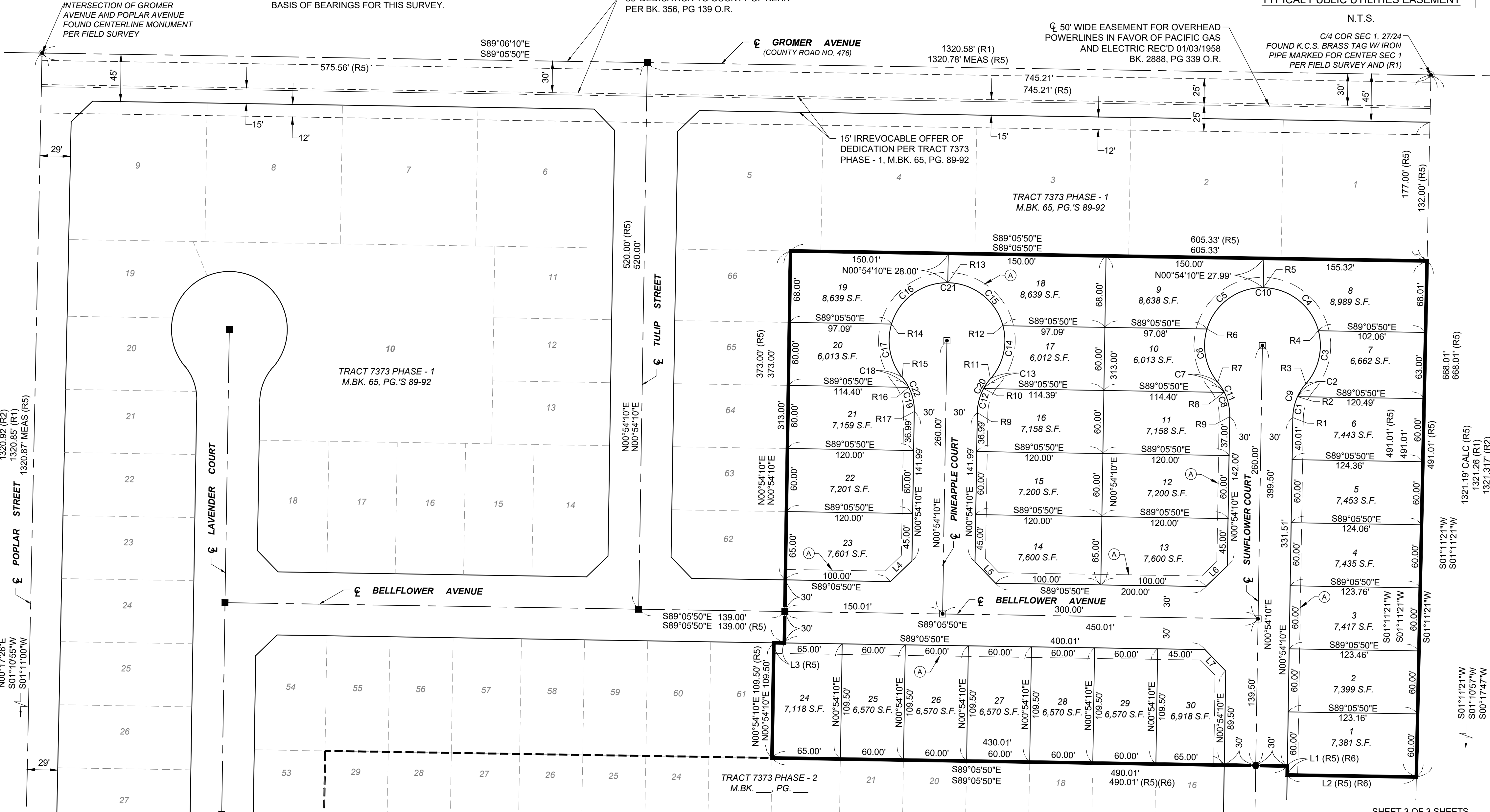


TYPICAL PUBLIC UTILITIES EASEMENT

SCALE: 1"=60'

50' WIDE EASEMENT FOR OVERHEAD  
POWERLINES IN FAVOR OF PACIFIC GAS  
AND ELECTRIC REC'D 01/03/1958  
BK. 2888, PG 339 O.R.

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



**AGREEMENT NO. 2022 - \_\_\_\_**  
**SUBDIVISION AGREEMENT**  
**FOR**  
**TRACT MAP 7373 – PHASE 2 (49 LOTS)**

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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF WASCO, a Municipal Corporation, herein referred to as the “City”; and LEORA, LLC. herein referred to as the “Developer”.

**WITNESSETH:**

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

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

**WHEREAS**, the Developer has submitted the final map to the City Council of the City for approval in accordance with the Map Act and the Ordinance, said final map shall be referred to as the “**Final Tract Map 7373 – Phase 2**”, or “Subdivision”; and

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

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

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

I.

Concurrently upon the execution of this Agreement and upon posting by the Developer of the Improvement Security as mentioned herein, the City, by and through its City Council, does hereby agree to approve the Final Tract Map 7373 – Phase 2, and to accept all streets, easements, and pedestrian ways dedicated thereon or deeded by the Developer to the City in connection therewith. Improvement Security shall be as hereinafter provided for, to be approved by the City Council of the City and shall be in the amounts fixed by said City Council.

II.

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

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

1. **IMPROVEMENTS TO BE CONSTRUCTED:**

- (a) Developer shall grade, pave, construct and improve all of the Streets, Easements and Pedestrian Ways dedicated to the City or deeded by the Developer to the City in connection therewith, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto and, more particularly pursuant to and in accordance with the Plans and Profiles, and by this reference incorporated herein.
- (b) Developer shall install a Water Distribution System, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans, and by reference incorporated herein.
- (c) Developer shall install a Sanitary Sewer System, including the construction and installation of all pipelines, manholes, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.
- (d) Developer shall site grade, compact and improve building sites, so as to drain properly within the Subdivision, pursuant to and in accordance with the Plans and Specifications, and by reference incorporated herein.
- (e) Developer shall provide for all necessary Storm Drainage Facilities, including the construction and installation of pipelines, sumps, and appurtenances, pursuant to and in accordance with the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.
- (f) Developer shall construct all public utilities as required by the Wasco Municipal Code. Services from the public utilities, consisting of telephone, gas, electric, water, sewer and cable t.v. service, shall be provided for each lot within this subdivision. This shall also include a Street Lighting System.

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

- (g) Developer shall provide for the setting or placement of all permanent monuments required for the Subdivision by the Wasco Municipal Code. Said permanent monuments shall be placed or set in accordance with said Municipal Code and shall be located in such positions and shall be of the character and type specified therein. Property lines shall be marked with a chiseled line on the top of curb.



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

2. **MANNER OF CONSTRUCTION:**

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

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

3. **TIME FOR COMPLETION:**

All of said improvements shall be completed in full in accordance with the terms of this Agreement and to the satisfaction of the City Engineer within twelve (12) months from the date of approval of this Agreement, to wit: on or before September 20, 2023, or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) working days from start of work.

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

- (a) All improvement work shall be subject to inspection by the City's designee and shall be completed to their satisfaction.
- (b) When all of the required improvement work has been satisfactorily completed, upon written application of the Developer, the City's Designee and the Developer and his Engineer or designee shall inspect and approve the same within a reasonable time and shall forward his recommendation to City Council showing the date of inspection and approval.
- (c) If the City Council approves the recommendation, it shall make its order accepting or approving the work of improvement.
- (d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of approval of the work of improvement by the City's designee, as shown in his said certificate.
- (e) Except as otherwise provided, the Developer and surety shall be deemed released from liability for damage or injury to such work so accepted by said Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve the Developer or its surety from any damage or injury to such work of improvement or any maintenance required therefor arising from any other work undertaken by the Developer or its surety, or as may necessarily be done by the City in the performance of any part of the required improvement work as a result of any default in the performance of this Agreement by the Developer or its surety or arising from any willful act or negligent act or omission of the Developer or its surety or their contractors, agents or employees, or arising from defective work or labor done or defective materials furnished in the performance of the Agreement.
- (f) At the time of making of the order of acceptance or approval of such work, as the case may be, said Council shall affect a reduction of the improvement security in accordance with other provisions of this Agreement.
- (g) The provisions of (e) notwithstanding, the Developer shall not be released from liability arising from damage or injury to such work of improvements that may have been accepted by the City that has been caused by the construction of new homes and related accessories in the subdivision. A close-out inspection shall be called for by the Developer/Developer prior to the release of the final building permit. All damage or injury shall be corrected prior to the issuance of a certificate of occupancy for the final building.
- (h) Pursuant to City of Wasco Municipal Code Section 16.12.050(C), no final certificate of occupancy shall be granted for any building until such time that all required improvements for Tract 7373 Phase 2 have been completed and accepted by the City Council.

5. **CHANGES AND ALTERATIONS:**

- (a) The Developer shall make no change or alteration in such work except with written approval by the City Engineer.

- (b) The Developer shall carry out such changes or alterations in such work as may be ordered by the City Engineer in the exercise of its reasonable discretion, as follows:
  - (i) As required by the Map Act;
  - (ii) As consistent with City ordinance, applicable at the time of approval of the tentative map; or
  - (iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the tentative map.
- (c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.
- (d) Within sixty (60) days following City's acceptance of subdivision improvements, Developer shall provide City Engineer with original set of improvement plans and electronic drawings (AutoCAD) containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on said plans.

6. **GUARANTEE AGAINST DEFECTS:**

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

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

7. **IMPROVEMENT SECURITY:**

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

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

Sewer Improvements . . . . .	\$ <u>19,013.50</u>
Water Improvements . . . . .	\$ <u>12,924.50</u>
Street Grading . . . . .	\$ <u>1,715.40</u>
Street Improvements . . . . .	\$ <u>76,175.50</u>
Utilities . . . . .	\$ <u>0.00</u>
Amenities and Special Construction.....	\$ <u>0.00</u>
<b>SUBTOTAL</b> . . . . .	\$ <u>109,828.90</u>
 20% Contingency . . . . .	\$ <u>21,965.78</u>
<b>TOTAL</b> . . . . .	\$ <u>131,794.68</u>

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

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

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

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

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

- (a) Improvement security may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, the City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security for faithful performance to secure the maintenance and guarantee of such improvement work for a period of 12 months

following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by the Developer or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the city Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such 12 month period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by the Developer or its surety.

- (c) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City, and if no such action is filed, such improvement security may be released in full.

9 **COMPLETION BY SURETY OR CITY:**

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

City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of improvement or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of the Developer, and the Developer and its Surety shall be liable to the City and shall pay the City on demand, any expenses incurred by the City in the course thereof.

10. **INDEMNIFICATION PROVISIONS:**

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

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

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

12. **INSURANCE REQUIREMENTS:**

- (a) The Developer shall at all times during the course of any of the improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to the City satisfactory evidence thereof.

- (b) The Developer shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to the City, containing an endorsement including the City, its Council, officers and employees as additional named insured.
  - (c) The limits of said policy shall be in amounts not less than Bodily Injury, \$500,000 per person and \$1,000,000 per accident; and Property Damage \$500,000 per accident and \$1,000,000 aggregate amount.
  - (d) Prior to undertaking any work of construction, the Developer shall file with the City Clerk, a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier.
  - (e) The Developer shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.
  - (f) In case the estimated cost of the required work of improvement is found to be less than \$10,000, the City Council may approve limits of insurance coverage in lesser amounts than those specified in (c) above.
13. **FEES:**  
The Developer shall pay all fees and charges scheduled pursuant to the Wasco Municipal Code as may be amended from time to time.
14. **QUIMBY/ PARK IMPACT FEES**  
Pursuant to the Wasco Municipal Code, the Developer shall pay Quimby/ Park Impact fee which includes Neighborhood Parks fee and Community Parks fee.
15. **FINAL MAP FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Final Map fee which includes all charges for checking and recording the Final Map performed by the City.
16. **PUBLIC WORKS INSPECTION FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Inspection fee which includes all charges for inspection by the City of the Subdivision.
17. **COMMUNITY FACILITIES DISTRICT:**  
Prior to any lot being sold to an individual buyer, the owner(s) shall agree to annex the entire subdivision into a Community Facilities District.
18. **ENGINEERING FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay an Engineering Fee which includes all charges for Improvement Plan Check performed by the City. This fee shall be a minimum of (1) percent of the engineer's estimate.

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

**RECOMMENDED FOR APPROVAL**

**CITY OF WASCO**

By \_\_\_\_\_  
Juan Pantoja, City Engineer

By \_\_\_\_\_  
Scott Hurlbert, City Manager

**APPROVED AS TO FORM**

**ATTEST BY:**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Maria Martinez, City Clerk

**“DEVELOPER”**

By \_\_\_\_\_ By \_\_\_\_\_



**AGREEMENT NO. 2022 - \_\_\_\_**  
**SUBDIVISION AGREEMENT**  
**FOR**  
**TRACT MAP 7373 – PHASE 3 (30 LOTS)**

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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF WASCO, a Municipal Corporation, herein referred to as the “City”; and LEORA, LLC. herein referred to as the “Developer”.

**WITNESSETH:**

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

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

**WHEREAS**, the Developer has submitted the final map to the City Council of the City for approval in accordance with the Map Act and the Ordinance, said final map shall be referred to as the “**Final Tract Map 7373 – Phase 3**”, or “Subdivision”; and

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

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

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

I.

Concurrently upon the execution of this Agreement and upon posting by the Developer of the Improvement Security as mentioned herein, the City, by and through its City Council, does hereby agree to approve the Final Tract Map 7373 – Phase 3, and to accept all streets, easements, and pedestrian ways dedicated thereon or deeded by the Developer to the City in connection therewith. Improvement Security shall be as hereinafter provided for, to be approved by the City Council of the City and shall be in the amounts fixed by said City Council.

II.

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

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

1. **IMPROVEMENTS TO BE CONSTRUCTED:**

- (a) Developer shall grade, pave, construct and improve all of the Streets, Easements and Pedestrian Ways dedicated to the City or deeded by the Developer to the City in connection therewith, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto and, more particularly pursuant to and in accordance with the Plans and Profiles, and by this reference incorporated herein.
- (b) Developer shall install a Water Distribution System, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans, and by reference incorporated herein.
- (c) Developer shall install a Sanitary Sewer System, including the construction and installation of all pipelines, manholes, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.
- (d) Developer shall site grade, compact and improve building sites, so as to drain properly within the Subdivision, pursuant to and in accordance with the Plans and Specifications, and by reference incorporated herein.
- (e) Developer shall provide for all necessary Storm Drainage Facilities, including the construction and installation of pipelines, sumps, and appurtenances, pursuant to and in accordance with the Wasco Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the Plans and Profiles, and by reference incorporated herein.
- (f) Developer shall construct all public utilities as required by the Wasco Municipal Code. Services from the public utilities, consisting of telephone, gas, electric, water, sewer and cable t.v. service, shall be provided for each lot within this subdivision. This shall also include a Street Lighting System.

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

- (g) Developer shall provide for the setting or placement of all permanent monuments required for the Subdivision by the Wasco Municipal Code. Said permanent monuments shall be placed or set in accordance with said Municipal Code and shall be located in such positions and shall be of the character and type specified therein. Property lines shall be marked with a chiseled line on the top of curb.

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

2. **MANNER OF CONSTRUCTION:**

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

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

3. **TIME FOR COMPLETION:**

All of said improvements shall be completed in full in accordance with the terms of this Agreement and to the satisfaction of the City Engineer within twelve (12) months from the date of approval of this Agreement, to wit: on or before September 20, 2023, or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) working days from start of work.

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

- (a) All improvement work shall be subject to inspection by the City's designee and shall be completed to their satisfaction.
- (b) When all of the required improvement work has been satisfactorily completed, upon written application of the Developer, the City's Designee and the Developer and his Engineer or designee shall inspect and approve the same within a reasonable time and shall forward his recommendation to City Council showing the date of inspection and approval.
- (c) If the City Council approves the recommendation, it shall make its order accepting or approving the work of improvement.
- (d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of approval of the work of improvement by the City's designee, as shown in his said certificate.
- (e) Except as otherwise provided, the Developer and surety shall be deemed released from liability for damage or injury to such work so accepted by said Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve the Developer or its surety from any damage or injury to such work of improvement or any maintenance required therefor arising from any other work undertaken by the Developer or its surety, or as may necessarily be done by the City in the performance of any part of the required improvement work as a result of any default in the performance of this Agreement by the Developer or its surety or arising from any willful act or negligent act or omission of the Developer or its surety or their contractors, agents or employees, or arising from defective work or labor done or defective materials furnished in the performance of the Agreement.
- (f) At the time of making of the order of acceptance or approval of such work, as the case may be, said Council shall affect a reduction of the improvement security in accordance with other provisions of this Agreement.
- (g) The provisions of (e) notwithstanding, the Developer shall not be released from liability arising from damage or injury to such work of improvements that may have been accepted by the City that has been caused by the construction of new homes and related accessories in the subdivision. A close-out inspection shall be called for by the Developer/Developer prior to the release of the final building permit. All damage or injury shall be corrected prior to the issuance of a certificate of occupancy for the final building.
- (h) Pursuant to City of Wasco Municipal Code Section 16.12.050(C), no final certificate of occupancy shall be granted for any building until such time that all required improvements for Tract 7373 Phase 3 have been completed and accepted by the City Council.

5. **CHANGES AND ALTERATIONS:**

- (a) The Developer shall make no change or alteration in such work except with written approval by the City Engineer.

- (b) The Developer shall carry out such changes or alterations in such work as may be ordered by the City Engineer in the exercise of its reasonable discretion, as follows:
  - (i) As required by the Map Act;
  - (ii) As consistent with City ordinance, applicable at the time of approval of the tentative map; or
  - (iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the tentative map.
- (c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.
- (d) Within sixty (60) days following City's acceptance of subdivision improvements, Developer shall provide City Engineer with original set of improvement plans and electronic drawings (AutoCAD) containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on said plans.

6. **GUARANTEE AGAINST DEFECTS:**

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

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

7. **IMPROVEMENT SECURITY:**

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

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

Sewer Improvements . . . . .	\$ 10,289.50
Water Improvements . . . . .	\$ 9,127.00
Street Grading . . . . .	\$ 1,255.00
Street Improvements . . . . .	\$ 50,624.50
Utilities . . . . .	\$ 0.00
Amenities and Special Construction.....	\$ 0.00
<b>SUBTOTAL</b> . . . . .	<b>\$ 71,296.00</b>
 20% Contingency . . . . .	 \$ 14,259.20
<b>TOTAL</b> . . . . .	<b>\$ 85,555.20</b>

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

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

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

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

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

- (a) Improvement security may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, the City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security for faithful performance to secure the maintenance and guarantee of such improvement work for a period of 12 months

following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by the Developer or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the city Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such 12 month period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by the Developer or its surety.

- (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City, and if no such action is filed, such improvement security may be released in full.

9 **COMPLETION BY SURETY OR CITY:**

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

City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of improvement or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of the Developer, and the Developer and its Surety shall be liable to the City and shall pay the City on demand, any expenses incurred by the City in the course thereof.

10. **INDEMNIFICATION PROVISIONS:**

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

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

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

12. **INSURANCE REQUIREMENTS:**

- (a) The Developer shall at all times during the course of any of the improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to the City satisfactory evidence thereof.



- (b) The Developer shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to the City, containing an endorsement including the City, its Council, officers and employees as additional named insured.
  - (c) The limits of said policy shall be in amounts not less than Bodily Injury, \$500,000 per person and \$1,000,000 per accident; and Property Damage \$500,000 per accident and \$1,000,000 aggregate amount.
  - (d) Prior to undertaking any work of construction, the Developer shall file with the City Clerk, a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier.
  - (e) The Developer shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.
  - (f) In case the estimated cost of the required work of improvement is found to be less than \$10,000, the City Council may approve limits of insurance coverage in lesser amounts than those specified in (c) above.
13. **FEES:**  
The Developer shall pay all fees and charges scheduled pursuant to the Wasco Municipal Code as may be amended from time to time.
14. **QUIMBY/ PARK IMPACT FEES**  
Pursuant to the Wasco Municipal Code, the Developer shall pay Quimby/ Park Impact fee which includes Neighborhood Parks fee and Community Parks fee.
15. **FINAL MAP FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Final Map fee which includes all charges for checking and recording the Final Map performed by the City.
16. **PUBLIC WORKS INSPECTION FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay a Public Works Inspection fee which includes all charges for inspection by the City of the Subdivision.
17. **COMMUNITY FACILITIES DISTRICT:**  
Prior to any lot being sold to an individual buyer, the owner(s) shall agree to annex the entire subdivision into a Community Facilities District.
18. **ENGINEERING FEE:**  
Pursuant to the Wasco Municipal Code, the Developer shall pay an Engineering Fee which includes all charges for Improvement Plan Check performed by the City. This fee shall be a minimum of (1) percent of the engineer's estimate.

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

**RECOMMENDED FOR APPROVAL**

**CITY OF WASCO**

By \_\_\_\_\_  
Juan Pantoja, City Engineer

By \_\_\_\_\_  
Scott Hurlbert, City Manager

**APPROVED AS TO FORM**

**ATTEST BY:**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Maria Martinez, City Clerk

**“DEVELOPER”**

By \_\_\_\_\_ By \_\_\_\_\_