



## AGENDA

### Regular City Council Meeting,

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

**Tuesday, October 18, 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. October 18, 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. October 18, 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

**4) INVOCATION:** by Paul Hernandez, Free Will Baptist Church

**5) PRESENTATIONS:**

- a. Recognition for the Wasco Rose Festival Organization

**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 \$987,252.84
- b. Approval of Minutes for:
  - 1. Regular Meeting, July 5, 2022
  - 2. Regular Meeting, July 19, 2022
  - 3. Regular Meeting October 4, 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.
- d. Approval for Travel Expenses Exceeding \$500.00 per trip for the Executive Assistant I/Deputy City Clerk Flores to attend the 2022 CALACT Autumn Conference & Expo on November 1<sup>st</sup> through 4<sup>th</sup>, 2022, in Santa Rosa, CA.
- e. Approval of Travel and Training Expenses Exceeding \$500.00 for Executive Assistant I/Deputy City Clerk Flores and Administrative Assistant I/Deputy City Clerk Tinajero to attend the Technical Training for Clerks (TTC) Series 100 held on March 14 - 17, 2023, at the University of California Riverside in Riverside, California.

- f. Approval for Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 8<sup>th</sup> through 10<sup>th</sup>, 2023, in Carlsbad, CA.
- g. Approval of the Notice of Acceptance of the Pedestrian Safety Improvement Project and Authorization for the City Clerk to file a Notice of Completion.
- h. Adopt a Resolution Authorizing the City Manager to approve a purchase order in an amount not to exceed \$57,000.00 to purchase one Utility Van for the Facilities Maintenance Department from Lampe Dodge.
- i. Accept all bids and Adopt a Resolution Authorizing the City Manager or his designee to execute an Agreement with Pay Dirt Construction Inc. for the construction of a Sludge Drying Bed rehabilitation project in an amount of \$173,925.00 and allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.00.
- j. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Grant Agreement and any Amendments thereto for funding from California State Transportation Agency 2022 Transit and Intercity Rail Capital Program.

**10) PUBLIC HEARINGS: NONE**

**11) DEFERRED BUSINESS: NONE**

**12) NEW BUSINESS:**

- a. Accept the latest rate analysis proposal and authorize staff to mail and print notices for Proposition 218 hearing on December 20, 2022. (Villa)
- b. Adopt a Resolution Approving Police Department Start-Up Position Job Description and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023. (Hurlbert)
- c. Adopt a Resolution Appointing Mario Juarez as an Extra Help Retired Annuitant under Government Code Sections 7522.56 and 21224 and approving employment agreement with a compensation of \$23.5194 per hour and a length of term not to exceed 960 hours per CalPERS Rules. (Hurlbert)

**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's Department (Shinn)

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

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

**17) CLOSED SESSION: NONE**

**18) CLOSED SESSION ACTION:**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on October 14, 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: October 18, 2022

WARRANTS	AMOUNTS
A091422	55,692.74
G052622	4,799.58
G092822	310,697.26
A092622	2,216.26
G092622	294,436.45
A091922	146,122.00
A092122	13,770.70
WF083122	34,917.00
G100522	76,426.03
G100322	21,519.90
WF093022	26,654.92
<b>Grand Total</b>	<b>987,252.84</b>

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: 2022.10.12 16:35:  
54 -08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1 A091422	BLUE SHIELD OF CALIFORNIA	3591	222560050064	5226	OCT 22: INS. PREMIUM	48,557.24
2 A091422	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 OCT 22	5227	OCT 22: INS. PREMIUM	7,135.50
3 A091422 Total						<b>55,692.74</b>
4 G052622	DIAMOND TECHNOLOGIES, INC.	2724	31290	24111	SecureCentric Upgrade- Fixed Fee Project	1,412.25
5 G052622	DIAMOND TECHNOLOGIES, INC.	2724	31182MS	24111	Agreement SecureCentric for May 2022	334.00
6 G052622	DIAMOND TECHNOLOGIES, INC.	2724	311655C	24111	Agreement SecureCentric for May 2022	3,053.33
7 G052622 Total						<b>4,799.58</b>
8 G092822	PG & E COMPANY	85	20533184923 09/13/22	24141	UB SW SE SE 11 27 24 N/S POSO .25M W/O PALM 09/13	17,868.01
9 G092822	PG & E COMPANY	85	07051823895 09/19/22	24141	UB 501 F STREET 09/19/22	1,097.30
10 G092822	PG & E COMPANY	85	29915249253 09/14/22	24141	UB 810 8TH ST COURTHOUSE 09/14/22	324.93
11 G092822	PG & E COMPANY	85	46754368564 09/27/22	24141	UB NE COR CENTRAL AVE & MARGALO ST 09/27/22	264.39
12 G092822	PG & E COMPANY	85	51997041895 09/20/22	24141	DESC: UB 09/20/22 MULTIPLE LOCATIONS	50,461.41
13 G092822	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1026664	24123	SEPT 2022: MEDICAL ADMIN FEES	1,430.00
14 G092822	AMAZON CAPITAL SERVICES, INC	4968	1GC7-VHPH-114H	24125	BUTTON SECURITY GARAGE DOOR,PEN,WIRELESS MOUSE-FINANCE	157.92
15 G092822	AMAZON CAPITAL SERVICES, INC	4968	13C1-1M1X-L1KT	24125	Office Supplies to Planning Dept	120.11
16 G092822	AMAZON CAPITAL SERVICES, INC	4968	14HG-P4HD-7L9V	24125	WALL CHARGER FOR PLANNING DEPT	11.90
17 G092822	AMAZON CAPITAL SERVICES, INC	4968	1Q4V-9NCQ-CRMM	24125	SUPPLIES FOR WASCO ROSE FESTIVAL BOOTH	27.00
18 G092822	AMAZON CAPITAL SERVICES, INC	4968	1VC1-XR4P-KJ9D	24125	PRINTER RIBBON FOR HR	67.12
19 G092822	AMAZON CAPITAL SERVICES, INC	4968	1W1D-FHHR-XFDG	24125	SUPPLIES FOR WASCO ROSE PARADE FLOAT	135.87
20 G092822	AMAZON CAPITAL SERVICES, INC	4968	1XP4-VPHN-MYFY	24125	SUPPLIES FOR WASCO ROSE PARADE FLOAT	32.43
21 G092822	AMAZON CAPITAL SERVICES, INC	4968	16XQ-VW4V-WJ69	24125	OFFICE SUPPLIES FOR CITY HALL	61.81
22 G092822	AMAZON CAPITAL SERVICES, INC	4968	17XP-HP6X-KGDL	24125	RAFFLE TICKETS-EMPLOYEE APPRECIATION	9.65
23 G092822	AMAZON CAPITAL SERVICES, INC	4968	19V9-7N1K-C9JT	24125	PLANNING COMMISSIONER NAME PLATES	16.20
24 G092822	THE GAS COMPANY	246	08207136329 SEPT 22	24146	MUTIPLE ADDRESS 08/12/22-09/13/22	222.35
25 G092822	PACE ANALYTICAL SERVICES, INC	5694	B457633	24139	WTR SAMPLE TEST: 8/30/22 WELL #11,#12 & #14 CLIP	40.73
26 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458289	24139	WTR SAMPLE TEST: 9/6/22 WELL #11 & #12 BACTERIOLOGICAL	30.41
27 G092822	PACE ANALYTICAL SERVICES, INC	5694	B457857	24139	WTR SAMPLE TEST: 8/30/22 WELL #11,#12#14 BACTERIOLOGICAL	45.61
28 G092822	PACE ANALYTICAL SERVICES, INC	5694	B457858	24139	WTR SAMPLE TEST: 8/30/22 BACTERIOLOGICAL	106.43
29 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458003	24139	WW SAMPLE TEST: 8/23/22 INFLUENT MONITORING	76.02
30 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458132	24139	WTR SAMPLE TEST: 8/23/22 WELL #7,#8 CLIP	781.92
31 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458191	24139	WTR SAMPLE TEST: 9/6/22 WELL #10,#11,#12 CLIP	380.10
32 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458232	24139	WW SAMPLE TEST: 8/31/22 INFLUENT MONITORING	76.02
33 G092822	PACE ANALYTICAL SERVICES, INC	5694	B458290	24139	WTR SAMPLE TEST: 9/6/22 BACTERIOLOGICAL	91.22
34 G092822	AFLAC	108	862372	24124	SEPT 2022: AFLAC SERVICES	601.62
35 G092822	CAKES BY KAREN(KAREN CABRERA)	5823	16630-0100011170	24126	RFND DEPOSIT STOPPED SRVC 2617 VIA MORROCO BLVD	34.96
36 G092822	CALLTOWER, INC	5098	201152849	24127	SEPT 2022: PHONE SERVICES	39.35
37 G092822	CANDYLAND PARTY SUPPLY- NANCY ROCIO GUAR	5822	17480-000701140	24128	RFND CREDIT STOPPED SRVC	2.72
38 G092822	CANDYLAND PARTY SUPPLY- NANCY ROCIO GUAR	5822	17480-0007011401	24128	RFND CREDIT STOPPED SRVC	40.82
39 G092822	CITY OF WASCO-UB PAYMENTS	1875	682862	24130	UB 810 8TH ST 07/15/22-08/15/22	56.44

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
40	G092822	CITY OF WASCO-UB PAYMENTS	1875	688009	24130	UB 810 8TH ST (LF) 09/01/22-09/31/22	15.80
41	G092822	CITY OF WASCO-UB PAYMENTS	1875	682864	24129	UB 801 8TH ST 07/15/22-08/15/22	91.52
42	G092822	CITY OF WASCO-UB PAYMENTS	1875	682901	24130	UB 1445 12TH STREET (SAL) 07/15/22-08/15/22	46.32
43	G092822	CITY OF WASCO-UB PAYMENTS	1875	683235	24129	UB 800 BLK CENTRAL 07/15/22-08/15/22	91.52
44	G092822	CITY OF WASCO-UB PAYMENTS	1875	683238	24129	UB 1100 CENTRAL AVE LLMD 07/15/22-08/15/22	91.52
45	G092822	CITY OF WASCO-UB PAYMENTS	1875	683240	24129	UB 1500 BLK OF CENTRAL 07/15/22-08/15/22	535.63
46	G092822	CITY OF WASCO-UB PAYMENTS	1875	683378	24129	UB 764 E STREET (ANNEX) 07/15/22-08/15/22	121.56
47	G092822	CITY OF WASCO-UB PAYMENTS	1875	688046	24129	UB 764 E STREET (ANNEX) (LF) 09/01/22-09/31/22	182.21
48	G092822	CITY OF WASCO-UB PAYMENTS	1875	683445	24129	UB 847 F STREET (PW SHOP) 07/15/22-08/15/22	121.56
49	G092822	CITY OF WASCO-UB PAYMENTS	1875	683486	24129	UB 1300 BLK FILBURN 07/15/22-08/15/22	611.39
50	G092822	CITY OF WASCO-UB PAYMENTS	1875	683885	24129	UB NW MAPLE/MARGALO LLMD 2006-1 07/15/22-08/15/22	91.52
51	G092822	CITY OF WASCO-UB PAYMENTS	1875	683886	24129	UB MAPLE/GROMER LLMD 2006-1 07/15/22-08/15/22	91.52
52	G092822	CITY OF WASCO-UB PAYMENTS	1875	683930	24130	UB 2700 BLK MONDAVI CT 07/15/22-08/15/22	91.52
53	G092822	CITY OF WASCO-UB PAYMENTS	1875	683999	24130	UB 1500 BLOCK OF PALM 07/15/22-08/15/22	91.52
54	G092822	CITY OF WASCO-UB PAYMENTS	1875	684007	24130	UB 2100 BLK PALM 07/15/22-08/15/22	91.52
55	G092822	CITY OF WASCO-UB PAYMENTS	1875	684009	24130	UB 400 N BLOCK OF PALM LLMD 2006-1 07/15/22-08/15/22	91.52
56	G092822	CITY OF WASCO-UB PAYMENTS	1875	684011	24129	UB 1700 BLK OF PALM #A 07/15/22-08/15/22	181.39
57	G092822	CITY OF WASCO-UB PAYMENTS	1875	684037	24129	UB 1200 BLK PECAN ST 07/15/22-08/15/22	91.52
58	G092822	CITY OF WASCO-UB PAYMENTS	1875	684040	24129	UB PENELOPE LLMD 2006-1 07/15/22-08/15/22	91.52
59	G092822	CITY OF WASCO-UB PAYMENTS	1875	684108	24129	UB 1700 BLK POPLAR 07/15/22-08/15/22	91.52
60	G092822	CITY OF WASCO-UB PAYMENTS	1875	684109	24129	UB 1700 BLK POPLAR #A 07/15/22-08/15/22	91.52
61	G092822	CITY OF WASCO-UB PAYMENTS	1875	684166	24129	UB 2500 BLK OF POSO DR. LLMD6- 07/15/22-08/15/22	91.52
62	G092822	CITY OF WASCO-UB PAYMENTS	1875	684170	24129	UB 2700 BLK OF POSO AVE LLMD06-01 07/15/22-08/15/2	91.52
63	G092822	CITY OF WASCO-UB PAYMENTS	1875	684201	24129	UB PALM N. PROSPERITY 2006-1 07/15/22-08/15/22	203.15
64	G092822	CITY OF WASCO-UB PAYMENTS	1875	684339	24129	UB 1700 BLK OF MARGALO 07/15/22-08/15/22	261.18
65	G092822	CITY OF WASCO-UB PAYMENTS	1875	684540	24129	UB 1300 BLK OF WILLOW 07/15/22-08/15/22	91.52
66	G092822	DEPARTMENT OF JUSTICE	1668	603756	24131	AUG 2022: FINGERPRINT SERVICES	32.00
67	G092822	FERGUSON ENTERPRISES INC	1008	1739933	24132	REPLACEMENT OF AGING & BROKEN GATE VALVES	9,803.65
68	G092822	GLADWELL GOVERNMENTAL SERVICES, INC	5161	4913	24133	ELECTIONS MGMNT SRVCS 05/17/22-09/01/22	1,740.00
69	G092822	HURLBERT, SCOTT	5685	REIMB JUL 2022	24134	BUSINESS MEETING WITH THE TEHACHAPI CITY MANAGER	67.85
70	G092822	KAISER FOUNDATION HEALTH PLAN INC	4757	199635144319	24135	NOV 2022: INS. PREMIUM	1,929.29
71	G092822	KERN COUNTY SUP. OF SCHOOLS	25	AUG 2022	24136	AUG 2022: SCHOOL FEES	204,788.37
72	G092822	LAV CONSULTING & ENGINEERING, INC	5693	990-07	24137	22013-2 CENTRAL AVE PARK URBAN GRANT	2,910.33
73	G092822	LECHOWICZ & TSENG MUNICIPAL CONSULTANTS	5698	9	24138	08/01/22-08/31/22 WTR/WWT CAPACITY FEE RATE STUDY	2,700.00
74	G092822	PEGBOARD INC	5819	342356	24140	250 POCKET ECO NOTE JOTTER	714.32
75	G092822	ROBERT HALF	4814	60632597	24142	TEMP E. RAMIREZ WE 08/26/22	1,429.90
76	G092822	ROBERT HALF	4814	60680027	24142	TEMP E. RAMIREZ WE 09/02/22	1,049.80
77	G092822	ROBERT HALF	4814	60721975	24142	TEMP E. RAMIREZ WE 09/09/22	1,086.00
78	G092822	ROBERT HALF	4814	60753358	24142	TEMP E. RAMIREZ WE 09/16/22	1,158.40
79	G092822	ROBERT HALF	4814	60802688	24142	TEMP E. RAMIREZ WE 09/23/22	1,264.10
80	G092822	STINSON STATIONERS INC	160	171564-0	24143	#10 ENVELOPES FOR CITY OF WASCO	672.97
81	G092822	SWRCB	3768	ID:553537	24144	22013 PRDs FEE	548.00
82	G092822	TAG/AMS, INC	298	2816003	24145	08/10,09/02/09/07 URINE DRUG TEST	255.00
83	G092822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012528	24147	PHYSICAL POST-OFFICER 09/02/22	45.00
84	G092822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012561	24147	PHYSICAL POST-OFFER 09/07/22	45.00
85	G092822 Total						310,697.26
86	A092622	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	09/26/22	5229	MEDICAL CHECK RUN 09/26/22	2,216.26
87	A092622 Total						2,216.26
88	G092622	AMAZON CAPITAL SERVICES, INC	4968	1X6N-PLR7-GH4C	24112	AIR FILTER, TUNE UP KIT, FUEL SPARK PLUG, BATTERY JUL 22:21037-2, 21024-2, 21029-2, 21023-2, 51027-2, 23015 CEQA SUPPORT-4NEW WATER WELLS/2 NEW WATER STORAGE TANKS	253.77
89	G092622	QUAD KNOPF, INC.	502	115263	24118		3,071.50
90	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31567MS	24115	Agreement Annual Term for Microsoft 365 for Jul 22	334.00
91	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31707	24115	Backup Offsite Overage CreditSC-01 675.84 Overage	(256.82)
92	G092622	DIAMOND TECHNOLOGIES, INC.	2724	34746	24115	Server Java To Microsoft JDK	72.50
93	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31747	24115	VPN access for Keri Cobb	145.00
94	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31748	24115	AD group access	212.50
95	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31749	24115	City of Wasco Computer Network Down	237.50
96	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31750	24115	21001 Virtual machine w/agent:COW-DC-02.CI.WASCO.C	145.00
97	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31751	24115	21001 Create Microsoft Window Srvr 2022 Srvr	2,155.00
98	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31797	24115	Agreement BackupCentric-Unmanaged for Aug 2022	1,515.40
99	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31780MS	24115	Agreement Annual Term for Microsoft 365 for Aug 20	334.00
100	G092622	DIAMOND TECHNOLOGIES, INC.	2724	31886SC	24115	Monthly Aug 2022 IT Managed Services Agreement	2,811.33
101	G092622	CROMER MATERIAL HANDLING-CMH	5208	30035017	24113	22021 DOOSAN FORKLIFT PURCHASE	31,310.23
102	G092622	DEPARTMENT OF TRANSPORTATION	40	81M02115	24114	IMPROPER USE FUNDS STATE PENALTY AUDIT	224,699.00



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
103	G092622	GARDAWORLD	4266	20539681	24116	AUG 2022: EXCESS SERVICES	13.05
104	G092622	JEFFRIES BROS., INC	140	113459ct	24117	AUG 2022: FUEL SERVICES	22,904.55
105	G092622	ROBERT HALF	4814	60601040	24119	TEMP E. RAMIREZ WE 08/19/22	1,158.40
106	G092622	SHARP CONCRETE CUTTING	5827	4661	24120	ASPHALT TRENCH IN PARKING LOT AND CLEAN UP @ ANNEX	550.00
107	G092622	SWAGIT PRODUCTIONS, INC	5178	21061	24121	AUG 2022: VIDEO STREAMING SERVICES	1,435.00
108	G092622	VERIZON WIRELESS SERVICE LLC	4237	9914366129	24122	CELL PHONES & iPads 07/26/22-08/25/22	1,335.54
109	G092622 Total						294,436.45
110	A091922	CSJVRMA	78	RMA 2023-00136	5228	22/23 2ND QTR LIABILITY&WORKER'S COMP,CRIME SHIELD	146,122.00
111	A091922 Total						146,122.00
112	A092122	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	09/19/22	5230	MEDICAL CHECK RUN 09/19/22	13,770.70
113	A092122 Total						13,770.70
114	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122WC	5231	MEMBERSHIP,UNIFORM,ADOBE,OFC SUPPLIES,SUBSCRIPTION	931.14
115	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122FIN	5231	TRAINING, MEMBERSHIP,POSTAGE,17 MOBILE DEVICES	3,229.69
116	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122FL	5231	TRAINING,REPAIRS,REPLACEMENT MATERIALS,TOOLS,SUPPLIES	2,422.97
117	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122GS	5231	PARTS,REPAIRS,ROLLERS,SOLENOIDS FOR STREET	542.43
118	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122HK	5231	MATERIALS,SUPPLIES,PARTS,REPAIRS FOR FACILITIES	2,017.41
119	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122HC	5231	PARTS,MATERIALS,REPAIRS,FILTERS,TOOLS FOR SHOP	2,278.92
120	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122LM	5231	CCMF MEMBERSHIP 07/01/22-06/30/23/ICSC REGISTER	825.00
121	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122LF	5231	CAT FOOD & MOUSE PAD, BADGE & VEST FOR RIGO	673.15
122	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122HS	5231	P-1 TRAINING AND CONFERENCE, MEMBERSHIP	1,248.11
123	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122MM	5231	P-1 CCAC C. GARCIA MEMBERSHIP,ZOOM 8/23/22-9/22/22	304.88
124	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122MS	5231	TRAINING,BLACK GORILLA TAPE,OXYGEN CYLINDER	115.43
125	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122MC	5231	SPRINKLER REPAIRS,PARTS,CONCRETE,PACKING TAPE	279.18
126	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122PLAN	5231	DRY ERASE MARKERS & BOARD,ASSEMBLED PRODUCTS	346.38
127	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122RG	5231	Mayor Gilbert Reyna Conference Registration	425.00
128	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122SC	5231	PART-LANDSCAPE,LIGHTS.SWITCH AND GRAFFITI MATERIAL	114.98
129	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122VN	5231	BUSINESS CARDS,POSTAGE,SUPPLIES-CC,FLOWERS-MARLO	218.82
130	WF083122	WELLS FARGO CREDIT CARD	4426	WF083122VL	5231	TRAINING, VALVE OPERATOR KIT,PORTABLE GENERATOR	4,787.96
131	WF083122	WELLS FARGO CREDIT CARD	4426	SPWF083122HS	5232	P-2 22033-WF CC GIFT CARDS VACCINES ARPA ACCT	6,204.10
132	WF083122	WELLS FARGO CREDIT CARD	4426	SPWF083122MM	5232	P-2 22033-WF CC GIFT CARDS VACCINES ARPA ACCT	7,951.45
133	WF083122 Total						34,917.00
134	G100522	PG & E COMPANY	85	0008134474-9	24169	UB NW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL AUG 22	43.98
135	G100522	PG & E COMPANY	85	07511140290 09/29/22	24169	UB COW VEHICLES PARKING 1400 J ST 09/29/22	299.50
136	G100522	PG & E COMPANY	85	28673832979 09/29/22	24169	UB 747 G ST WELL #14 09/29/22	34,988.64
137	G100522	AMAZON CAPITAL SERVICES, INC	4968	1LL3-KQTT-7CKK	24151	SPILL CONTAINMENT PLATFORM 2 DRUM CAPACITY	250.61
138	G100522	AMAZON CAPITAL SERVICES, INC	4968	1W34-W7L4-6JMW	24151	1 QT GRAPHING CALCULATOR FOR KAMERON ARNOLD	119.06
139	G100522	AMAZON CAPITAL SERVICES, INC	4968	13NV-W7LJ-4H7G	24151	APEC WATER SYSTEMS FILTER SYSTEM	216.45
140	G100522	FERGUSON ENTERPRISES INC	1008	1739708	24159	SERVICE LEAKS REPAIRS: PARTS RESTOCK	4,975.34
141	G100522	FERGUSON ENTERPRISES INC	1008	1739708-1	24159	SERVICE LEAKS REPAIRS: PARTS RESTOCK	3,847.56
142	G100522	FERGUSON ENTERPRISES INC	1008	1742938	24159	FITTINGS, BOLTS & GASKETS FOR EMERGENCY PUMP BYPASS	1,563.52
143	G100522	FERGUSON ENTERPRISES INC	1008	1744760	24159	TAP BLND FLG	391.81
144	G100522	FERGUSON ENTERPRISES INC	1008	CM146259	24159	RETURN CREDIT FROM INV:1742938	(395.46)
145	G100522	JEFFRIES BROS., INC	140	114572	24163	NESTE MY RNWBL DYED DIESEL FOR EQUIPMENT	51.21
146	G100522	PEGBBOARD INC	5819	342563	24168	(300) LARGE NON WOVEN TOTE NAVY BLUE	857.14
147	G100522	ACC BUSINESS	4766	222589657	24149	SEPT 2022: FIBER NETWORK SERVICES	816.91
148	G100522	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202209170590	24150	9/13/22-9/17/22 WATER METER READING SERVICE	6,544.94
149	G100522	ATT - PAYMENT CENTER	1488	000018818384	24152	PHONE SERVICES 08/24/22-09/23/22	29.20
150	G100522	ATT - PAYMENT CENTER	1488	000018818385	24152	PHONE SERVICES 08/24/22-09/23/22	48.06
151	G100522	ATT - PAYMENT CENTER	1488	000018818386	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
152	G100522	ATT - PAYMENT CENTER	1488	000018818387	24152	PHONE SERVICES 08/24/22-09/23/22	332.57
153	G100522	ATT - PAYMENT CENTER	1488	000018818388	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
154	G100522	ATT - PAYMENT CENTER	1488	000018818389	24152	PHONE SERVICES 08/24/22-09/23/22	71.25
155	G100522	ATT - PAYMENT CENTER	1488	000018818390	24152	PHONE SERVICES 08/24/22-09/23/22	24.88
156	G100522	ATT - PAYMENT CENTER	1488	000018818391	24152	PHONE SERVICES 08/24/22-09/23/22	48.08
157	G100522	ATT - PAYMENT CENTER	1488	000018818392	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
158	G100522	ATT - PAYMENT CENTER	1488	000018818393	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
159	G100522	ATT - PAYMENT CENTER	1488	000018818394	24152	PHONE SERVICES 08/24/22-09/23/22	1,291.54
160	G100522	ATT - PAYMENT CENTER	1488	000018818395	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
161	G100522	ATT - PAYMENT CENTER	1488	000018818396	24152	PHONE SERVICES 08/24/22-09/23/22	29.20
162	G100522	ATT - PAYMENT CENTER	1488	000018818397	24152	PHONE SERVICES 08/24/22-09/23/22	46.38
163	G100522	ATT - PAYMENT CENTER	1488	000018818398	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
164	G100522	ATT - PAYMENT CENTER	1488	000018818399	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
165	G100522	ATT - PAYMENT CENTER	1488	000018818400	24152	PHONE SERVICES 08/24/22-09/23/22	24.87
166	G100522	ATT - PAYMENT CENTER	1488	000018818401	24152	PHONE SERVICES 08/24/22-09/23/22	24.87

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
167	G100522	ATT - PAYMENT CENTER	1488	000018818402	24152	PHONE SERVICES 08/24/22-09/23/22	71.25
168	G100522	ATT - PAYMENT CENTER	1488	000018819926	24152	PHONE SERVICES 08/24/22-09/23/22	88.20
169	G100522	BANK UP CORPORATION	4259	5294	24153	SEPT 2022: LOCKBOX PROCESSING	611.37
170	G100522	CHARTER COMMUNICATIONS	68	167736001092122	24154	SEPT 2022: INTERNET SRVCS FOR COW	226.68
171	G100522	CLARK PEST CONTROL	117	31614162	24155	SEPT 2022: 746 8TH ST & 1445 12TH PEST CNTRL SERV	217.00
172	G100522	CLARK PEST CONTROL	117	31614191	24155	SEPTEMBER 2022: 5410 7TH ST PEST CONTROL SERV	54.00
173	G100522	CLEAN STRIDE LLC	5289	5227	24156	SEPTEMBER 2022: JANITORIAL SERVICES AND DISINFECT	5,497.00
174	G100522	COUNTRY TIRE & WHEEL	4953	2223615	24157	DISPOSAL #GENERAL: 4 TIRE CASINGS	514.80
175	G100522	COUNTRY TIRE & WHEEL	4953	2225387	24157	DISPOSAL #27: 2 NEW TIRES	462.64
176	G100522	FED EX	123	7-885-21852	24158	FREIGHT SERVICES 09/15/22	116.62
177	G100522	FED EX	123	7-893-15997	24158	FREIGHT SERVICES 09/22/22	52.55
178	G100522	FED EX	123	7-900-05980	24158	FREIGHT SERVICES 09/29/22	47.45
179	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57381	24160	WASTE WATER PLANT FIRE EXTINGUISHERS ANNUAL SERV	201.11
180	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57382	24160	ANIMAL CONTROL FIRE EXTINGUISHERS ANNUAL SERV	60.33
181	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57551	24160	WATER DEPT FIRE EXTINGUISHERS ANNUAL SERV	175.56
182	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57552	24160	GREEN WASTE FACILITY EXTINGUISHERS ANNUAL SERV	20.11
183	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57553	24160	CITY HALL FIRE EXTINGUISHERS ANNUAL SERV	100.55
184	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57554	24160	SHERIFF DEPT FIRE EXTINGUISHERS ANNUAL SERV	150.56
185	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57555	24160	PW DEPT FIRE EXTINGUISHERS ANNUAL SERV	140.78
186	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57556	24160	FINANCE DEPT FIRE EXTINGUISHERS ANNUAL SERV	90.23
187	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57557	24160	PLANNING DEPT FIRE EXTINGUISHERS ANNUAL SERV	60.33
188	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57558	24160	BOOTH BUILDING FIRE EXTINGUISHERS ANNUAL SERV	40.22
189	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57559	24160	CNG BUILDING FIRE EXTINGUISHERS ANNUAL SERV	60.33
190	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57560	24160	COURTHOUSE FIRE EXTINGUISHERS ANNUAL SERV	60.33
191	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57561	24160	SHOP SPARES FIRE EXTINGUISHERS ANNUAL SERV	80.44
192	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57562	24160	STREET VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	373.35
193	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57563	24160	SAN VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	250.25
194	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57564	24160	SAN VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	321.02
195	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57565	24160	DAR VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	130.34
196	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57566	24160	PLAN VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	40.22
197	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57567	24160	PW VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	40.22
198	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57568	24160	WTR VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	100.55
199	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57569	24161	SHOP VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	20.11
200	G100522	INDEPENDENT FIRE AND SAFETY INC.	135	57570	24161	AC VEHICLES FIRE EXTINGUISHERS ANNUAL SERV	20.11
201	G100522	INFOMART, INC.	4345	952728	24162	BACKGROUND CHECK 09/08/22	132.35
202	G100522	JOAQUINA JAIME	5828	904-0099023080	24164	REFUND CUST STOPPED SRVCS	8.44
203	G100522	JORGENSEN & CO.	137	6026901	24165	INSTRUMENT CALIBRATION, SCREW KIT, REPLACE O2 SENS	330.63
204	G100522	M & S SECURITY SERVICES	4445	85589	24166	Q2 2023 ALRM MNTR-ANIMAL CONTROL	165.00
205	G100522	M & S SECURITY SERVICES	4445	85590	24166	Q2 2023 ALRM MNTR-WWT	330.00
206	G100522	M & S SECURITY SERVICES	4445	85591	24166	Q2 2023 ALRM MNTR-COURT HOUSE	165.00
207	G100522	M & S SECURITY SERVICES	4445	85592	24166	Q2 2023 ALRM MNTR-CITY HALL	135.00
208	G100522	M & S SECURITY SERVICES	4445	85593	24166	Q2 2023 ALRM MNTR-FIN & PLAN	135.00
209	G100522	M & S SECURITY SERVICES	4445	85594	24166	Q2 2023 ALRM MNTR-PW	135.00
210	G100522	M & S SECURITY SERVICES	4445	85652	24166	Q2 2023 ALRM MNTR-SHOP MAIN	135.00
211	G100522	M & S SECURITY SERVICES	4445	85653	24166	Q2 2023 ALRM MNTR-SHOP	135.00
212	G100522	NEW YORK LIFE INSURANCE COMPANY	4733	510763000 SEPT 22	24167	SEPT 2022: INS. PREMIUM	270.00
213	G100522	PHOENIX GROUP INFORMATION SYSTEMS	4913	082022239	24170	AUG 2022: CITATIONS FEES AND SERVICES	346.21
214	G100522	READYREFRESH BY NESTLE	4027	0210033487406	24171	8/27/22-9/26/22: 5409 7TH ST WTR DRINKING SERVICE	38.85
215	G100522	RICHARDS, WATSON, GERSHON A PROFFESIONAL CORP	3343	239082	24172	AUG 2022: LEGAL SERVICES	1,326.60
216	G100522	UNIVAR USA INC	111	50561251	24173	WELL #14: 747 G ST LIQUID CHLORINE	1,130.13
217	G100522	UNIVAR USA INC	111	50561253	24173	WELL #11: 11TH & OAK LIQUID CHLORINE	941.78
218	G100522	UNIVAR USA INC	111	50561255	24173	WELL #8: POSO DRIVE LIQUID CHLORINE	866.43
219	G100522	UNIVAR USA INC	111	50561256	24173	WELL #7: 4TH & POPLAR LIQUID CHLORINE	696.91
220	G100522	USA BLUEBOOK	498	105188	24174	REPLACEMENT BATTERY & CHARGER FOR PORTABLE SAMPLER	820.79
221	G100522	USA BLUEBOOK	498	126390	24174	RETURN CREDIT FROM INV:105188	(390.78)
222	G100522	USA BLUEBOOK	498	115434	24174	REPLACEMENT BATTERY & CHARGER FOR PORTABLE SAMPLER	592.08
223	G100522	VERIZON CONNECT FLEET USA LLC	5662	322000033013	24175	OCT 2022: 44 GPS VEHICLES SRVCS	767.80
224	G100522 Total						76,426.03
225	G100322	BHT ENGINEERING, INC	5134	22-437	24148	22013-1: CENTRAL & FILBRUN WIDENING CONNECTION PRJ	3,302.50
226	G100322	BHT ENGINEERING, INC	5134	22-440	24148	21013 RSTP PALM AVE JOB#22802: 8/1/22 TO 8/31/22	660.00
227	G100322	BHT ENGINEERING, INC	5134	22-441	24148	HSIP CYCLE 11 JOB#22810: 8/1/22 TO 8/31/22	2,395.00
228	G100322	BHT ENGINEERING, INC	5134	22-442	24148	FINAL TM 7373 PHASE 2&3 JOB#22800.03 8/2022	4,895.00
229	G100322	BHT ENGINEERING, INC	5134	22-447	24148	21014 CMAQ PALM AVE JOB#22801: 7/1/22 TO 8/31/22	4,672.40
230	G100322	BHT ENGINEERING, INC	5134	22-439	24148	21014 CMAQ PALM AVE JOB#22801: 8/1/22 TO 8/31/22	5,595.00



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
231	G100322 Total						21,519.90
232	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022WC	5233	TRAINING,BUSSINESS CARDS, OFFICE SUPPLIES	2,353.68
233	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022CK	5233	CALBO Training for Martin Ledezma	645.00
234	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022FIN	5233	TRAINING, WINDOW DECAL	174.18
235	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022FL	5233	MATERIALS/SUPPLIES PARTS,REPAIRS & MAINT. TRAINING	2,616.30
236	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022GA	5233	ANNUAL CONFERENCE CA CITIES.	846.20
237	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022GS	5233	PARTS,PAINTS,BATTERIES,REPAIRS & MAINTENANCE	1,250.15
238	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022HK	5233	REPAIRS & MAINTENANCE,SUPPLIES & PARTS	4,085.63
239	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022HC	5233	MATERIALS&SUPPLIES/PARTS & REPAIRS	2,178.96
240	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022HS	5233	ICSC CONFERENCE	385.56
241	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022LM	5233	ICSC SAN DIEGO CONFERENCE	1,220.30
242	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022LF	5233	FOOD & SUPPLIES FOR ANIMAL CONTROL	1,269.16
243	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022MM	5233	ZOOM,ROSE FESTIVAL ITEMS,TRAINING,OFFICE SUPPLIES	1,349.97
244	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022MC	5233	PARTS,CLEANING SUPPLIES,REAPIRS & MAINTENANCE	600.21
245	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022PJ	5233	ANNUAL CA CITIES CONFERENCE	894.79
246	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022PLAN	5233	2023 CA BUILDINGC CODE, COMM.COALITION MEETING	3,449.25
247	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022PW	5233	MAINENTAINCE & MATERIALS, EUTHANASIA TRAINING	367.49
248	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022RG	5233	ANNUAL CA CITIES CONFERENCE 2022	1,024.12
249	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022SC	5233	PARTS & PAINTS, MAINTENANCE FOR STREET	266.34
250	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022VN	5233	POSTAGE,ROSE PARADE ITEMS, EMPLOYEE EVENT 2022	1,238.13
251	WF093022	WELLS FARGO CREDIT CARD	4426	WF093022VL	5233	MATERIALS & SUPPLIES	439.50
252	WF093022 Total						26,654.92
253						GRAND TOTAL	987,252.84

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, July 5, 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 6:01 pm.

**2) ROLL CALL:**

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

**3) FLAG SALUTE:** by Wasco Youth Wrestling Club and Wasco Wrestling Family

**4) INVOCATION:** Moment of silence by Mayor Reyna

**5) PRESENTATIONS:**

- a.** Wasco Youth Wrestling Club and Wasco Wrestling Family – Juan Gallardo  
Mayor Reyna presented the recognition to Juan Gallardo. A short demonstration was performed by the wrestling athletes.

**6) PUBLIC COMMENTS:**

- Orquidea Ocampo
- Juan Gallardo
- Sharon Sharp

**7) SUCCESSOR AGENCY BUSINESS: NONE**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:**

- a.** Receive and file department payments totaling \$1,772.41

**Motion** was made by Director Lynch, **seconded** by Director Martinez, to receive and file item 8b by the following roll call vote:

AYES:	REYNA, PALLARES, MARTINEZ, LYNCH, GARCIA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	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 \$ 292,951.99
- b. Approval of City Council Meeting minutes for:
  - 1. June 7, 2022, Regular Meeting
  - 2. June 9, 2022, Special Meeting
- c. Adopt a Resolution Approving the Salary Schedule for the Fiscal Year 2022-2023 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules.  
**Reso#2022-3751**
- d. Approval of Travel Expenses Exceeding \$500.00 for Human Resource Manager Nancy Vera to attend the California Public Employers Labor Relations Association (CALPELRA) 2022 Annual Training Conference from November 15<sup>th</sup> - November 18<sup>th</sup>, 2022, in Monterey, California.
- e. Adopt a Resolution Authorizing the City Manager or his designee to enter into a Special Services Agreement with Liebert Cassidy Whitmore for Participation in Central Valley's Employment Relations Consortium for the Fiscal Year 2022 - 2023.  
**Reso#2022-3752**  
**Agmt#2022-022**
- f. Adopt A Resolution of the City Council of the City of Wasco Confirming the Assessment for the Levy and Collection of Assessments within Sewer Lift Station District 2008-01 for the Fiscal Year 2022/23  
**Reso#2022-3753**
- g. Adopt a Resolution Confirming the Assessment for the Levy and Collection of Assessments within Special Tax Assessments within Special Tax Area Zone 2006-1, 2006-2, and 2006-3 within the Wasco Special Police Tax Area Subdivision for the Fiscal Year 2022/23.  
**Reso#2022-3754**  
**Reso#2022-3755**  
**Reso#2022-3756**
- h. Adopt a Resolution authorizing the County of Kern to levy and collect a special tax on properties within the City of Wasco Community Facilities District No. 2017-01.  
**Reso#2022-3757**
- i. Adopt a Resolution Confirming the Assessment for the Levy and Collection of Assessments within Special Tax Assessments within Special Tax Area Zone 2005-1 within the Wasco Special Police Tax Area Subdivision for the Fiscal Year 2022/23  
**Reso#2022-3758**

- j. Adopt a Resolution Authorizing the City Manager To Sign and Execute an Agreement with Baker Supplies & Repairs in the amount of \$11,800.00 to purchase a new lawnmower for Landscape Maintenance

**Reso#2022-3759**

**Agmt#2022-023**

- k. Approval of the Acceptance of the Public Works Drive Approach Project and Authorization for the City Clerk to file a Notice of Completion.

- l. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with Con Fab, a subdivision of Wastequip, in the amount of \$13,464.73 to purchase 10, 3 cubic yard metal refuse bins via Sourcewell Contract #040621-WQL.

**Reso#2022-3760**

**Agmt#2022-024**

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

- a. Adopt a Resolutions Confirming The Diagram And Assessment For The Levy And Collection Of Assessments Within Maintenance District No. 1, Landscape And Lighting Maintenance District No. 01-01, No. 01-02, No. 06-1, And No 2017-1 For The Fiscal Year 2021-22.

**Reso#2022-3761**

**Reso#2022-3762**

**Reso#2022-3763**

**Reso#2022-3764**

**Reso#2022-3765**

Mayor Reyna opened the public hearing at 6:24 pm.

No public comments.

Mayor Reyna closed the public hearing at 6:24 pm.

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

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

#### **11) DEFERRED BUSINESS: NONE**

## 12) NEW BUSINESS:

- a. Status update on the California state-regulated Sustainable Groundwater Management Act (SGMA); the North Kern Water Storage District and Shafter-Wasco Irrigation District Management Area Plan; and Authorize continued participation and discussions through the existing Cooperative Agreement.

Oral presentation by City Manager Hurlbert.

The consensus of the Council was to authorize the City Manager to continue participation through the existing Cooperative Agreement.

**Motion** was made by Mayor Reyna, **seconded** by Council Member Lynch, to continue participation through the existing Cooperative Agreement between City of Wasco, City of Shafter, Shafter-Wasco Irrigation District and North Kern Water Storage District by the following roll call vote:

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

- b. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with Great Western Recreation in the amount of \$35,000 plus a material surcharge, tax, and freight to purchase outdoor adult fitness equipment for the Central Avenue Neighborhood Park Project.

**Reso#2022-3766**

**Agmt#2022-025**

Oral presentation by City Manager Hurlbert

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

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

- c. Adopt A Resolution Authorizing The City Manager To Accept And Execute A Grant Service Agreement With The Regents Of The University Of California On Behalf Of Its Davis Campus School Of Veterinary Medicine On Behalf Of Its Koret Shelter Medicine Program In Connection With The California Animal Welfare Funders Collaborative Program.

**Reso#2022-3767**

**Agmt#2022-026**

Oral Presentation by City Manager Hurlbert  
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)

**No reports.**

- b. Kern Council of Government (Reyna)

**No reports.**

- c. Wasco Task Force (Martinez & Reyna)

**No reports.**

Mayor Reyna formed a Steering Exploratory Committee

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

- a. Kern County Fire Department (Appleton)

- On July 3 and 4, 2022, 16 incidents and four fires occurred, and 113 illegal fireworks were reported. Data will be tracked and kept on the Kern County and Bakersfield Fire Fireworks Dashboard reporting online system

- b. Kern County Sheriff's Department (Shinn)

**Sgt. Shinn gave the recent crime reports.**

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

**City Manager Hurlbert updated the Council on the following:**

- Snip bus event Grant funded event scheduled for August 5, 2022, tentatively at the Old Court House
- Bike Rodeo Safety and Give-A-Way event scheduled for July 7, 2022 at 9:00 A.M. at Barker Park

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

**Mayor Reyna:**

- Attended the One Nation Celebration
- Attended the Wasco Fireworks Show
- He was invited to speak to a Political Science class held at the Wonderful Ag Prep Program at Wasco High School.
- Will be setting the dates for the Steering and Exploratory Committee

**Council Member Garcia:**

- Requesting Emergency Preparedness Workshop to work with the Kern County Fire Department and to seek grant funding

**17) CLOSED SESSION: NONE**

**18) CLOSED SESSION ACTION: 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

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, July 19, 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

Mayor Reyna called the meeting to order at 6:00 pm..

**2) ROLL CALL:**

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

**3) FLAG SALUTE:** by Planet Dance Studio

**4) INVOCATION:** by Pastor Paul Hernandez, Free Will Baptist Church

**5) PRESENTATIONS:**

**a.** A Recognition for the Planet Dance Studio

Mayor Reyna presented the recognition to Jacob Martinez and a short demonstration by the Planet Dance students.

**6) PUBLIC COMMENTS:**

- Sharon Sharp

**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 \$ 90,484.69

**b.** Approval of Special City Council Meeting minutes for June 20, 2022.

- c. Adopt a Resolution authorizing the City Manager or his Designee to execute the first amendment to Service Agreement No. 2016-047(1) with Cintas Corporation, Western Group for Uniform Service.  
**Reso#2022-3768**  
**Agmt#2016-047(1)**
- d. Adopt a Resolution Ratifying the City Manager's Authority to fully execute the purchase of real estate property for portions of APN 490-020-04 and 487-010-11 for the construction of city water wells.  
**Reso#2022-3769**
- e. Approval for Travel Expenses Exceeding \$500.00 per trip for the Administrative Manager, to attend the 2022 CALACT Autumn Conference & Expo on November 1st through 4th, 2022 in Santa Rosa, CA.
- f. Adopt a Resolution Authorizing the City Manager or his designee fully execute a purchase contract with Sourcewell in the amount of \$39,610.64 to purchase one Hybrid SUV.  
**Reso#2022-3770**
- g. Adopt a Resolution Authorizing the City Manager or his designee to Execute an Agreement with Crosswhite Construction, Inc. in the amount of \$81,650.00 for wrought iron fencing around the Annex Building parking lot.  
**Reso#2022-3771**  
**Agmt#2022-027**
- h. Receive and File the Investment Report for the month ended May 31, 2022.
- i. Adopt a Resolution authorizing the City Manager or Designee to enter into an Agreement for services between the City of Wasco and the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2022.  
**Reso#2022-3772**  
**Agmt#2022-028**

No public comments.

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

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

## 10) PUBLIC HEARINGS:

- a. Introduce and Waiver the First 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.

Oral presentation by Assistant City Manager Lara.

Mayor Reyna opened the public hearing at 6:28 PM.

No public comments.

Mayor Reyna closed the public hearing at 6:29 PM.

**Motion** was made by Mayor Reyna, **seconded** by Council Member Garcia, to introduce and waive the first reading of an Ordinance by the following roll call vote:

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

- b. Adopt a Resolution Amending the Traffic Impact Fee Rate Schedule.  
**Reso#2022-3773**

Oral presentation by Public Works Director Villa

Mayor Reyna opened the public hearing at 6:35 pm.

No public comments.

Mayor Reyna closed the public hearing at 6:35 pm.

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

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

## 11) DEFERRED BUSINESS: None

## 12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager to Sign and Execute the First Amendment to Lease Agreement No. 2021-025 (1) with I&M Sheep Company to Permit Grazing on the City's Municipal Ag Land.

**Reso#2022-3774**

**Agmt#2021-025(1)**



Oral presentation by City Manager Hurlbert.  
No public comments.

**Motion** was made by Council Member Martinez, **seconded** by Mayor Reyna, to approve item 12.a., by the following roll call vote:

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

- b. Adopt a Resolution Authorizing the City Manager to Sign and Execute a Lease Agreement with Marlow Ag Logistics, Inc. to Permit an Agricultural Green Waste Mulching Operation on 160 Acres of the City's Municipal Ag Land.

**Reso#2022-3775**

**Agmt#2022-029**

Oral presentation by City Manager Hurlbert.  
No public comments.

**Motion** was made by Mayor Reyna, **seconded** by Council Member Lynch, to approve item 12.b. by the following roll call vote:

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

- c. Appointment of Jeremiah Skeels to fill an unexpired seat on the Planning Commission Board, term expiring on December 31, 2022.

Oral presentation by Council Member Garcia recommending Jeremiah Skeels to fill the unexpired term on the Planning Commission Board.

Public comments by Jeremiah Skeels.

**Motion** was made by Council Member Garcia, **seconded** by Council Member Martinez, to appoint Jeremiah Skeels to fill the unexpired seat for the Planning Commission 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)  
**No reports.**
- b. Kern Council of Government (Reyna)  
**No reports.**
- c. Wasco Task Force (Martinez & Reyna)

**No reports for Wasco Task Force**

Mayor Reyna mentioned there was a Steering Advisory Committee meeting.

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

- a. Kern County Fire Department (Appleton)

**No reports – Chief Appleton was not present.**

- b. Kern County Sheriff's Department (Shinn)

**Sgt. Shinn gave recent crime, arrest reports, and statistics.**

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

**City Manager Hurlbert updated the Council on the following:**

- League of California Cities Dinner has been canceled
- He will be on vacation beginning next week for a week and a half, and the Assistant City Manager Lara will be the Acting City Manager in his absence and run the next City Council meeting on August 2, 2022.
- He has been working with the Assistant City Manager reviewing consulting firms that offer economic development services. They will attend an Economic Development Conference at the end of September, and their goal is to bring the recommendations to the first meeting in August 2022.

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

**Mayor Pro Tem Pallares:**

- Mentioned the new Suicide and Crisis Lifeline is 988 and will coexist with the National Suicide Prevention Hotline at 800-273-8255.

**Council Member Garcia:**

- He attended the Bike Rodeo and thanked the Code Enforcement staff.

**Mayor Reyna:**

- Attended the Bike Rodeo and thanked everyone that participated and thanked the staff.
- Thanked staff for the \$1 million dollar grant and thanked Assistant City Manager Lara.

**17) CLOSED SESSION: NONE**

**18) CLOSED SESSION ACTION: NONE**

**19) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 7:09 P.M.

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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  
**Tuesday, October 4, 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 6:00 pm.

**2) ROLL CALL:**

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

**Late:** Council Member Martinez arrived at 6:03 PM.

**Staff Members:** City Manager Hurlbert, Assistant City Clerk Lara, City Attorney Schroeter, City Clerk Martinez, Deputy City Clerk Flores, Administrative Assistant Ramirez, Public Works Director Villa, Community Development Director Cobb, Finance Director Perez-Hernandez, Chief Building Officer Ledezma, Kern County Sheriff Sergeant Shinn, Kern County Fire Chief Appleton

**3) FLAG SALUTE:** by Hunter Skinner, Wasco Bengal Football Team

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

**5) PRESENTATIONS:**

a. Recognition for Wasco Bengals Football Organization

Mayor Reyna presented the recognition to Gonzalo Cruz, coaches, staff, and athletes, and a short demonstration of tackling techniques by the athletes.

Council Member Martinez joined the meeting at 6:03 PM.

**6) PUBLIC COMMENTS: NONE**

**7) SUCCESSOR AGENCY BUSINESS: NONE**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:**

- a. Receive and file department payments totaling \$6,124.29

Oral presentation by Finance Director Perez-Hernandez.  
No public comments.

**Motion** was made by Director Lynch, **seconded** by Director Martinez, to receive and file item 8a by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	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 \$327,813.62
- b. Approval of Minutes for:
1. Regular Meeting, August 16, 2022
  2. Special Meeting, August 30, 2022
- c. Approval of Travel Expenses Exceeding \$500.00 for the City Clerk to attend the New Law & Election Seminar Annual Conference on December 6 – 9, 2022, in Monterey, CA.
- d. Approval of Travel Expenses Exceeding \$500.00 for the Chief Building Official to attend the California Building Officials (CALBO) Training Institute Education Week October 10 – October 13, 2022, in Ontario, CA.
- e. Approval of Travel Expenses Exceeding \$500.00 for the Billing and Collections Supervisor and the Payroll Specialist to attend the California Public Employers Labor Relations Association (CALPELRA) 2022 Annual Training Conference on November 15<sup>th</sup> - November 18<sup>th</sup>, 2022, in Monterey, CA.
- f. Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order in the amount of \$196,757.49 for the purchase of (4) electric vehicle chargers to be utilized by the Transit Department with Chargepoint Inc.  
**Reso#2022-3805**
- g. Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order in the amount of \$12,524.23 with Farm Pump and Irrigation to rebuild one Trickle Filter Pump.  
**Reso#2022-3806**

No public comments

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

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

**10) PUBLIC HEARINGS:**

- a. Adopt a Resolution to Amend the 2020 Community Development Block Grant Program-Coronavirus Response Subsistence Program Agreement (20-CDBG-CV2-3-000010)

**Reso#2022-3807**

Oral presentation by Assistant City Manager Lara.

Mayor Reyna opened the public hearing at 6:22 pm

There were no public comments.

Mayor closed the public hearing at 6:25 pm.

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

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

**11) DEFERRED BUSINESS: NONE**

**12) NEW BUSINESS: NONE**

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

- a. Kern Economic Development Corporation (Garcia)
- Mayor Reyna attended the Kern EDC dinner on September 22, 2022.
- b. Kern Council of Government (Reyna)  
**No reports**
- c. Wasco Task Force (Martinez & Reyna)  
**No reports**

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

- a. Kern County Fire Department (Appleton)  
**No reports**
- b. Kern County Sheriff's Department (Shinn)  
**Sargent Shinn presented a PowerPoint report on recent crimes.**

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

**City Manager Hurlbert updated the Council on the following:**

- Attended the Innovative Commerce Serving Communities ICSC Conference on September 28, 2022.
- Scheduled Trunk or Treat event on October 31, 2022, begins at 6:00 PM at Wasco Barker Park.



- In-person Community Breakfast event to be held on October 5, 2022, at 7:00 AM at the Old Courthouse.
- On Saturday, November 12, 2022, the Community Response Team Cert rodeo
- The State of California may require notification to our residents regarding the high nitrate test levels of Well 10, which is not connected to the City system; and negotiate with the State Water Board officials to craft the notice for the public.

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

##### **Mayor Reyna:**

- Participated in a food and vegetable distribution at St. John's Catholic Church on September 24, 2022.
- Attended the Covid-19 Vaccination Clinic on September 25, 2022; as a result, there were 110 persons vaccinated.
- Attended the Innovative Commerce Serving Communities ICSC Conference on September 28, 2022.

##### **Mayor Pro Tem Pallares:**

- Attended the groundbreaking Strata Groundbreaking Ceremony on September 29, 2022.

##### **Councilmember Garcia:**

- Sent heartfelt appreciation to staff for the plant and condolences.
- Thanked the staff for all their hard work.
- Attended the Strata Groundbreaking Ceremony on September 29, 2022.

#### **17) CLOSED SESSION: NONE**

#### **18) CLOSED SESSION ACTION:**

#### **19) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 6:53 p.m.

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Monica Flores, 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  
Maria O. Martinez, City Clerk

**DATE:** October 18, 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.

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### **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 ("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 incorporate 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 October 18, 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 O. Martinez, City Clerk

**DATE:** October 18, 2022

**SUBJECT:** Approval for Travel Expenses Exceeding \$500.00 per trip for Executive Assistant I/Deputy City Clerk Flores to attend the 2022 CALACT Autumn Conference & Expo on November 1<sup>st</sup> through 4<sup>th</sup>, 2022, in Santa Rosa, CA.

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**Recommendation:**

Staff recommends the City Council's approval of the travel expenses.

**Discussion:**

This request is for the approval of Executive Assistant I/Deputy City Clerk Flores to attend the 2022 CALACT Autumn Conference & Expo on November 1st through 4th, 2022, in Santa Rosa, CA.

The CALACT represents transit agencies throughout California and beyond, providing support and advocacy to help agencies serve their riders more effectively. The conference consists of several sessions that focus on current trends, issues, and challenges.

The CALACT Conference would offer staff the opportunity to network with other professionals in the Transportation industry and provide opportunities to understand innovative methods to address various transportation issues.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to \$500.00 per trip.

As a result, the City Council will need to approve the travel requested by the Administrative Manager for Executive Assistant I as the expenses for the cost of the trip will exceed \$500.00.

**Fiscal Impact:**

The estimated cost of the travel will not exceed \$2,000.

**Attachments:**

1. Conference Information





**SAVE THE DATE**  
**The 2022 CALACT Autumn Conference & Expo**  
**November 1-4, 2022, in Santa Rosa, CA**



The conference is scheduled  
**November 1-4th, 2022**, and

Registration and  
room block to open  
**JULY 11, 2022**



located at the **Hyatt Regency Sonoma Wine Country** at 170 Railroad Street, Santa Rosa, CA 95401. The conference hotel room block will open in conjunction with registration on July 11th, 2022. Only registered attendees can access the room block.



## LEARN



The Conference Committee is working together to assemble excellent offerings this fall. Topics will include efforts to inhibit human trafficking on transit, experiences related to Zero Emissions technology implementation, as well as other subject matter designed to meet your educational and professional development needs. A draft [Agenda-At-A-Glance](#) is available to assist with travel planning.

## CALL FOR PROPOSALS

The call for proposals is currently open. The deadline for submissions is July 22nd, 2022. CALACT conferences are able to offer a wide variety of subjects through topics submitted by members and attendees. Have an idea? Please [submit your proposal on our website](#) in order to be considered for the Autumn 2022 Conference & Bus Show!



# EXPO & SPONSORSHIPS



CALACT is excited to once again offer an interactive Expo and Bus Show at our upcoming Autumn Conference. Designed to maximize participation, the Expo allows for networking and product-based learning. Space for the Expo is extremely limited. A show prospectus will be available in early July with registration and room block to open July 11.

CALACT  
916-920-8018

<https://calact.org/autumn-conference-and-expo-2022/>

See what's happening on our social sites:



Photos by Hyatt Sonoma Wine Country, Shutterstock Images



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** October 18, 2022

**SUBJECT:** Approval of Travel and Training Expenses Exceeding \$500.00 for Executive Assistant 1/Deputy City Clerk Flores and Administrative Assistant 1/Deputy City Clerk Tinajero to attend the Technical Training for Clerks (TTC) Series 100 held on March 14 - 17, 2023, at the University of California Riverside in Riverside, California.

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**Recommendation:**

Staff recommends the City Council approve the travel expenses.

**Discussion:**

City Clerk Martinez is requesting approval for Executive Assistant 1/Deputy City Clerk Flores and Administrative Assistant 1/Deputy City Clerk Tinajero to attend the Technical Training for Clerks (TTC) Series 100 on March 14 - 17, 2023, at the University of California Riverside in Riverside, California.

The City Clerks Association of California sponsors Technical Training for Clerks (TTC) program regularly. The training consists of a 4-part series of four week-long sessions held at the University of California Riverside Extension Center. The program is designed to focus on technical skills to enhance professional interpersonal abilities. Each series has distinct coursework and adheres to the International Institute of Municipal Clerks core curriculum, providing the required 120 hours ( 60 points) for CMC certification. The sessions are held in March, June, and September and can be taken in any order.

It is requested that Executive Assistant 1/Deputy City Clerk Flores and Administrative Assistant 1/Deputy City Clerk Tinajero attend the City Clerks Association of California Technical Training for Clerks Series 100 on March 14 - 17, 2023, at the University of California Riverside in Riverside, California, as it is necessary for the Deputy City Clerk to be trained to assist in the event of the absence of the City Clerk.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to \$500.00 per trip.

As a result, the City Council will need to approve the travel requested by Deputy City Clerk Flores as the expenses for the cost of the trip will exceed \$500.00.

**Fiscal Impact:**

The estimated cost of the Technical Training for Clerks will not exceed \$2,500.

**Attachments:**

1. Training Information

# Technical Training for Clerks

Series 100

March 14 – 17, 2023

Name:

Agency:

Title:

Mailing Address:

City:

Zip code:

Email:

Work Phone:

Emergency Contact:

Cell Phone:

Phone:

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Email completed registration form to Maureen Kane at:  
[TTCwithKane@aol.com](mailto:TTCwithKane@aol.com)

The TTC registration form is a 2-page document. All information must be completed to receive an invoice. Invoices are sent via PayPal. You are encouraged to secure approval and funding prior to submission. Seats are not held. Unpaid registration forms will be deleted 3 weeks from the submission date and you will be required to submit a new form if you wish to register.

Payment may be made with a credit card via PayPal or by check payable to:  
Maureen Kane & Associates, Inc. @ PO Box 52355      Riverside CA 92517

**Series 100 Fee: \$1600\***

**\*Members of CCAC receive a \$100 discount**

I am a CCAC member and eligible for \$1500 registration fee: Yes \_\_\_\_\_ No \_\_\_\_\_

Fee includes all supplies, materials and meals except Wednesday dinner. Breakfast and lunch are part of the daily schedule. It does not include hotel accommodations or parking fees.

**Payment will be made via:      PayPal \_\_\_\_\_ Check\* \_\_\_\_\_**

**\*Checks should not be mailed until you receive an invoice.**

Payment of invoice indicates acceptance of TTC policies and intention to attend. Confirmation of class seat is sent when payment is received. Registration closes when capacity is reached.

# Technical Training for Clerks

Series 100

March 14 – 17, 2023

TTC Series 100 is an in-person program held at UCR Extension in Riverside.

Classes begin each morning at 7:30 a.m. Classes end at 6:00 p.m. on Tuesday and 5:00 p.m. Wednesday / Thursday. The series adjourns Friday at 3:30 p.m.

Participation in all classes and completion of all assignments is required to receive credit for the 30-hour session. There is no provision for refund, partial credit, or make-up classes for incomplete attendance.

I completed TTC Series in the past: Yes \_\_\_\_\_\* No \_\_\_\_\_

\*If yes indicate series and year attended:

Series 200 \_\_\_\_\_ Series 300 \_\_\_\_\_ Series 400 \_\_\_\_\_

If you attended Series 100 Virtual Classes during the pandemic you will receive a fee credit toward your registration fee. Participation at all classes during the week will be required.

Indicate Class number and dates: \_\_\_\_\_

Series 100 will be my 4<sup>th</sup> series. I am eligible to graduate upon completion:

Yes \_\_\_\_\_

I plan to receive a CPMC certificate upon graduation:

Yes \_\_\_\_\_\* No \_\_\_\_\_ Undecided \_\_\_\_\_

\*I paid for past UCR units: Yes \_\_\_\_\_ No \_\_\_\_\_

Note: All 12 UCR units must be paid one month prior to graduation to receive an optional California Municipal Clerk (CPMC) certificate when you complete your 4th series. Registration is on-line directly payable to Regents UC. Registration link and information is sent separately.

TTC Series 2023 schedule:

Series 100

March 14 – 17

Series 400

September 12 – 15

For Information contact:

Maureen Kane at Maureen Kane & Associates, Inc.

PO Box 52355 Riverside CA 92507

[TTCwithKane@aol.com](mailto:TTCwithKane@aol.com)

(951) 789-8319



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager

**DATE:** October 18, 2022

**SUBJECT:** Approval for Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 8<sup>th</sup> through 10<sup>th</sup>, 2023, in Carlsbad, CA

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**Recommendation:**

Staff recommends the City Council approve travel expenses.

**Discussion:**

This request is for the approval of the City Manager to attend the League of California Cities City Manager Conference on February 8<sup>th</sup> through 10<sup>th</sup>, 2023, in Carlsbad, CA.

The League of California Cities City Manager Conference is designed for city managers and assistant city managers; this conference provides city officials with the essential information and updates needed to effectively run their cities. Previous topics include diversity, relationships with council members, COVID-19 and the future, public safety, financial impacts of the pandemic, and more.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to \$500.00 per trip.

As a result, the City Council must approve the travel request for the City Manager as the expenses for the cost of the trip will exceed \$500.00.

**Fiscal Impact:**

It is estimated the cost of the League of California Cities City Manager Conference will not exceed \$2,000. No budget action is required with approval of this item.

**Attachments:**

1. Conference information



# City Managers Conference

February 8-10, 2023

The Westin Carlsbad

5480 Grand Pacific Drive, Carlsbad, CA

**Register** (<https://www.eventsquid.com/register/18402>)

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Designed for city managers and assistant city managers, this conference provides city officials with the essential information and updates needed to effectively run their cities. Previous topics include diversity, relationships with council members, COVID-19 and the future, public safety, financial impacts of the pandemic, and more.

For questions, please contact Associate Manager, Event Program **Katie Pebler** (<mailto:kpebler@calcities.org>) .



**Please see our event and meeting policies (/education-and-events/event-and-meeting-policies-26201#0) .**

**Become a sponsor (<https://www.cacities.org/sponsorshipcitymanagers>)**

## 2023 Conference Information

### Registration →

#### Full Registration Includes:

- admission to all educational sessions
- admission to the Wednesday reception, Thursday breakfast and lunch, and Friday breakfast
- access to all program materials online

Register online by Friday, Jan. 27 (*requires credit card*): \_

(<https://www.eventsquid.com/register/18402>)

(<https://www.eventsquid.com/register/18402>) **Register now**

(<https://www.eventsquid.com/register/18402>)

Register via mail-in form by Friday, Jan. 20 (*pay by check*): Contact **Megan Dunn** (<mailto:mdunn@calcities.org>) to request a registration form.

Special needs? Contact conference registrar **Megan Dunn** (<mailto:mdunn@calcities.org>) before Friday, Jan. 20.

#### Full Conference Registration Fees

Member City Officials and Staff	\$750
MMANC / MMASC Members (Asst./Deputy City Mgrs. ONLY)	\$600
Non-Member City Officials and Staff	\$1,750
All Others	\$875

One-Day Conference Registration Fees

Member City Officials and Staff	\$370
MMANC / MMASC Members (Asst./Deputy City Mgrs. ONLY)	\$295
Non-Member City Officials and Staff	\$1,370
All Others	\$445
Guest (Wed. Reception ONLY)	\$75

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

*Please view the [Event and Meeting Policies \(/education-and-events/event-and-meeting-policies-26201\)](#) for more information.*

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to [Megan Dunn \(mailto:mdunn@calcities.org\)](#) , and received on or before Friday, Jan. 20, 2023. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel →

The City Managers Conference is held at The Westin Carlsbad

5480 Grand Pacific Drive, Carlsbad, CA. A limited number of hotel rooms are available at the conference location at reduced rates for registered attendees and sponsors. The deadline to reserve your discounted hotel room is **Monday, Jan. 9, 2023 at 5:00 p.m.**

**STEP ONE:** Register for the conference.

After your registration for the conference is received and processed, a confirmation email will be sent containing a link to the discounted hotel reservations page.

**STEP TWO:** Book a hotel room.

Hotels are subject to sell out prior to the deadline – reserve early!

### **Westin Carlsbad (Conference Location)**

5480 Grand Pacific Drive  
Carlsbad, CA 92008

Group Hotel Rate (per night): \$239– Single/Double Occupancy (plus tax and fees)

### **Sheraton Carlsbad (Overflow hotel)**

5420 Grand Pacific Drive  
Carlsbad, CA 92008

Group Hotel Rate (per night): \$239– Single/Double Occupancy (plus tax and fees)

[Hotel Changes or Cancellations](#)

Hotel reservation changes, including cancellations, must be done through the hotel directly. Please note that any requests received after **Monday, Jan. 9, 2023** will be booked on a space and rate available basis. Hotel is subject to sell out before deadline date.

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

**CAUTION!** *You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.*

## Parking and Transportation

The Westin Carlsbad offers valet parking (fee applies) as well as abundant complimentary self-parking.

## Nearby Airports

- San Diego International Airport (SAN): 33 miles
- John Wayne Airport (SNA): 56 miles

[\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8\\_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12)

[Explore Previous Conferences](#) →

# 2022 Conference Session Descriptions

[\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8\\_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12) [\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8\\_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12) Click to view the full **2022 City Managers Department Conference Program (PDF)** [\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8\\_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12)

Wednesday, February 2 →

## Registration Open

*10:30 a.m.-5:30 p.m.*

## Lunch On Your Own

*11:30 a.m.-1:15 p.m.*

## Opening General Session

*1:30-3:15 p.m.*

### Opening Remarks

John Gillison, Department President and City Manager, Rancho Cucamonga

### Department Awards

### Keynote: The Social Psychology of Negotiations

From working with the city council and other department heads at your city to life outside of your career, there are a broad array of

negotiation skills needed to get solutions accepted and implemented. Through using a simulated negotiation exercise, you will be introduced to a “toolbox” of negotiation skills based on social psychological principles that will help you more effectively navigate relationships, problem solve, and achieve mutually beneficial solutions.

Takeaways from the session will include how to get people to open up to share information, the difference between good and bad questions, and how to build trust and influence through language and non-verbal cues. You will also understand how to plan and prepare for negotiation including making an opening offer/proposal, how to negotiate using packages, making effective concessions, and how to successfully conclude a negotiation. Finally, discover how to create value in a negotiation to make sure both sides walk away satisfied.

### **Speaker**

Holly Schroth, Ph.D., Senior Lecturer, Management of Organizations, Distinguished Teaching Fellow, Haas School of Business, University of California, Berkeley

### **Break**

*3:15 -3:30 p.m.*

### **Straight, No Chaser**

*3:30-5:00 p.m.*

Listen in as city managers share their experiences during the recent past, the widespread challenges that surfaced, and what they did about it. Then, participate in collective learning with your colleagues by sharing your own experiences.

### **Moderator and Speaker**

Rene Mendez, City Manager, Gonzales

### **Speakers**

Reva Feldman, Senior Advisor, Avenu Insights & Analytics/  
Hagerty Consulting

Thaddeus McCormack, City Manager, Lakewood

Kimberley Summers, City Manager, Murrieta

Kurt Wilson, Executive Director, Western Riverside Council of  
Governments

## **League Partner Hosted Welcome Networking Reception**

5:00-6:30 p.m.



After the first day's activities, enjoy celebrating retirees, networking with your colleagues, and some light hors d'oeuvres.

**Thursday, February 3 →**

### **Breakfast Buffet Open**

7:45-9:00 a.m.

### **Registration Desk Opens**

*8:00 a.m.-5:00 p.m.*

## **Visit Sponsor Tables**

*8:00 a.m.-5:00 p.m.*

## **Concurrent Sessions**

*9:00-10:15 a.m.*

### **Creating a Culture of Equity**

There is high interest from both city staff and the community to advance equity in city government. As city managers and department heads responsible for leading this work, how do we harness this energy to create a culture of equity for our organizations? What are the challenges we're facing and the successes we've experienced? Learn city strategies to approach equity and get the opportunity to share your own city's experiences.

#### **Moderator**

Erica Manuel, CEO and Executive Director, Institute for Local Government (ILG)

#### **Speakers**

Jose Arreola, Community Safety Administrator, Salinas

Karen Diemer, City Manager, Arcata

David Wilson, City Manager, West Hollywood

### **Make Your City Attorney Your Best Friend**



When issues get tense in your city, having a solid relationship with your city attorney can make a significant difference. You may not always see eye-to-eye, but understanding the key elements of building that relationship, and maintaining when undertaking a difficult issue, will help smooth the process and light the way to win-win solutions.

**Moderator and Speaker**

Jim Lewis, City Manager, Pismo Beach

**Speaker**

Dave Fleishman, City Attorney, Pismo Beach

**Show Me the Recovery! Updates on Fees, Assessments, and Financing Districts**

Discover the importance of utilizing a variety of revenue tools, in both recovery mode as well as for long-term fiscal sustainability in a changing economy. The panel will address revenue options and the importance of public engagement as a fundamental effort. Updates via recent case law and legislative changes affecting cities across California will be provided. Select case studies statewide will be reviewed, including tales of challenges and successes in the city of Rancho Cucamonga. The topic of fiscal sustainability is a constant challenge for cities across the state, and perhaps more than ever as we emerge from the COVID pandemic. Attendees will leave the session with actionable information that can be applied to their city.

**Moderator**

John Gillison, Department President and City Manager, Rancho Cucamonga

**Speakers**

Michael Colantuono, Managing Shareholder, Colantuono, Highsmith & Whatley, PC

Tim Seufert, Managing Director, NBS

Danielle Wood, Director, NBS

**Visit with Sponsors Coffee Break**

*10:15-10:45 a.m.*

**Concurrent Sessions**

*10:45 a.m.-12:00 p.m.*

**Creating a Strong Partnership with CalOES**

Emergencies move fast and have devastating physical and economic impacts on communities. One way to prepare your city is to have a strong relationship with the Governor's Office of Emergency Services (CalOES). This relationship can help cities understand the short and long-term funding and program opportunities available to your city from the state. Learn about the programs that CalOES administers and take-away tips on how to build stronger relationships and support each other. Understand how the wide variety of programs offered by the state can benefit your city and can mitigate the impacts of an emergency. Proactively learn how to partner with CalOES on these programs and ask questions about how to best operationalize disaster preparedness and cost recovery in your city.

**Speaker**

Ryan Buras, Deputy Director, California Governor's Office of  
Emergency Services

### **Think Outside the Building: Innovating Your Future**

Knowing that innovation is critical isn't enough. "Getting it" is one thing. "Getting it done" is quite another. When your city thinks of itself as a community builder, quality of life advocate, and service provider, then it starts to behave differently. And that's where innovation surfaces because to innovate is to implement change that creates a new dimension of performance. In this session, practical strategies and proven techniques are presented to (re)set the tone of a dynamic, always-on, learning culture that's essential to unleash creativity and lead to faster, better innovation.

#### **Speaker**

Patrick Ibarra, Co-Founder and Partner, The Mejorando Group

### **Prohousing Programs: Demonstrating Statewide Leadership While Meeting Local Goals**

Many cities throughout California are experiencing dramatically increased Regional Housing Needs Allocation (RHNA) numbers, economic inequities, and homelessness. Now, a state program seeks to support local governments by creating a framework to help local agencies document prohousing policies and gain additional preference for competitive grant programs. Join us to learn best practices and lessons learned from cities that are leading the charge and get your burning questions answered.

#### **Moderator**

Karalee Browne, Assistant Executive Director, Institute for Local Government

### **Speakers**

Matthew Burris, Deputy City Manager, Rancho Cucamonga

Danielle Foster, Housing Policy Manager, Sacramento

Anita Gutierrez, Development Services Director, Pomona

## **Networking Luncheon**

*12:00-1:15 p.m.*

Join your colleagues for a networking lunch, with remarks given by Cal Cities Executive Director and CEO, Carolyn Coleman.

## **Afternoon General Session**

*1:15-2:45 p.m.*

### **Opening Remarks**

Eric Figueroa, Department President-Elect and City Manager, Martinez

### **ICMA/Cal-ICMA President Remarks and Award**

### **Combatting Disinformation on Social Media: From Politically Motivated to Factually Inaccurate**

Social media tools empower governments to quickly inform and mobilize residents in support of community events and initiatives. They are also tools that enable rapid sharing of disinformation

across residents that range from the politically motivated designed to manipulate, to the factually inaccurate that need only be coherently corrected. This presentation encompasses the design of policies and practices, and digs deeply into derailing disinformation viral messaging that originates from diverse sources, some legitimate and some disingenuous.

### **Speakers**

Thomas Bryer, Professor, University of Central Florida

Sarah Stoeckel, Councilmember, City of Titusville, Florida

## **Visit with Sponsors Coffee Break**

*2:45-3:15 p.m.*

## **Concurrent Sessions**

*3:15-4:45 p.m.*

### **Diverse Workforce Development: Tips for Success and Pitfalls to Avoid**

Explore tips for increasing diversity on your team. How do you move from just saying you want to increase diversity and inclusion, to actually seeing your staff at all levels of your organization and leadership reflect the diversity of the region you serve? This session will provide stories, tips, and tricks (and pitfalls to avoid) from colleagues who have been successful in doing so.

### **Moderator**

Chantal Cotton Gaines, Deputy City Manager, Palo Alto

**Speakers**

Henry Gardner, Executive Director, Oakland-Alameda County Coliseum Authority

Lydia Romero, City Manager, Lemon Grove

Ed Shikada, City Manager, Palo Alto

**Defending Institutions: Promoting Civic Debate and Rejecting Personal Attacks**

In 2020, a protest outside the home of Sacramento City Manager Howard Chan threatened the very institution of democracy, moving the public debate forum from its rightful place in Council Chambers and the ballot box to the personal domicile of a civic leader. When events like this happen, how can city leaders and administrators protect themselves and their families while fostering greater community trust? Do existing channels for public debate suffice, or are more outlets needed to make the public feel heard – particularly in the age of digitization?

**Moderator**

Ken Striplin, City Manager, Santa Clarita

**Speakers**

Pamela Antil, City Manager, Encinitas

Troy Brown, City Manager (ICMA-CM), Moorpark

Howard Chan, City Manager, Sacramento

**Combating Disinformation on Social Media: The Workshop**

*\*In order to participate in this session, bring a laptop or tablet which may be shared with others. Groups at each roundtable will complete digital decision-making activities as a team*

A continuation of the afternoon General Session. Given a set of interactive scenarios, participants will develop and use a toolkit of technological, relational and communication solutions to combat disinformation. Next, learn how to apply principles of civil discourse that neither disparages residents who are spreading disinformation nor legitimizes viewpoints that are damaging to the community. Finally, create a plan to enable a rapid response team that bridges government and community to promote both correct information and civility across individuals who disagree with each other.

### **Speakers**

Thomas Bryer, Professor, University of Central Florida

Sarah Stoeckel, Sarah Stoeckel, Council Member, City of Titusville, Florida

## **Presidential Networking Reception**

*5:00-6:00 p.m.*

## **Evening on Your Own**

*6:00 p.m.*

**Friday, February 4 →**

## **Breakfast Buffet Open**

*7:45-9:00 a.m.*

## **Concurrent Sessions**

9:00-10:15 a.m.

### **Navigating and Delivering for Multi-Generational City Councils**

A new generation of elected leaders is joining city councils, bringing new perspectives and policies to the dais. They also have different experiences with government and may be interacting with a city manager for the first time. Plus, their fresher viewpoints may clash with more seasoned councilmembers. Learn first-hand from fellow city managers how they navigate these varying views and how it can affect decision making.

#### **Moderator**

Ryder Todd Smith, President, Tripepi Smith

#### **Speakers**

Kelly McAdoo, City Manager, Hayward

Mark Pulone, City Manager, Yorba Linda

Fran Robustelli, City Manager, San Leandro

### **A Tale of Three Cities: Partnerships and Programs for the Unhoused**

Hear from three city managers as they discuss programs and partnerships that are addressing homelessness.

#### **Moderator**

Helene Schneider, Regional Coordinator, U.S. Interagency Council on Homelessness

#### **Speakers**

Damien Arrula, City Manager, Placentia

Alma K. Martinez, City Manager, El Monte

Robert Nisbet, City Manager, Half Moon Bay



## Benefits and Risks of the New Hybrid Workplace Model

As we move beyond the COVID-19 crisis, some cities are back to pre-pandemic norms while others have adopted new hybrid work models. Will hybrid work fundamentally change the way local government operates? Hear from city managers about their experiences with different remote work models in varying organization sizes, and best practices for work in the post-COVID world. Speakers will consider the impacts of a hybrid workplace on labor negotiations, equity concerns, tax-related issues, accessibility, city-wide versus department-specific remote work policies, and the implications of the state government's decision to permanently change the way they work.

### Moderator

Justin Hess, Department Vice President and City Manager,  
Burbank

### Speakers

Armine Chaparyan, City Manager, South Pasadena  
Lisa Goldman, City Manager, Burlingame  
Karen Pinkos, City Manager, El Cerrito

## Coffee Break

*10:15-10:30 a.m.*

## Closing Session

*10:30-11:45 a.m.*

## Opening Remarks

Justin Hess, Department Vice President and City Manager, Burbank

## CCMF Remarks

### California State and Local Economic and Fiscal Outlook

California has one of the largest and most diverse economies in the world and has been an epicenter of innovation, entertainment, agriculture and tourism in America for over a century. A combination of things, mostly stemming from the COVID-19 pandemic continues to cause economic disruption and uncertainty. Municipal revenues are affected in turn – but uniquely. This panel of leading experts will analyze economic and financial trends and discuss the year ahead for California and its cities.

### Speakers

Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com

Somjita Mitra, Chief Economist, Department of Finance

Ken Nordhoff, Principal, HdL Companies

## Adjourn

11:45 a.m.

***\*Schedule subject to change***

# 2022 Conference Session Materials

- **[A Tale of Three Cities: Partnerships and Programs for the Unhoused](/docs/default-source/city-managers-conference---session-materials/a-tale-of-three-cities-partnerships-and-programs-for-the-unhoused.pdf?sfvrsn=eb398a8b_3)**  
(/docs/default-source/city-managers-conference---session-materials/a-tale-of-three-cities-partnerships-and-programs-for-the-unhoused.pdf?sfvrsn=eb398a8b\_3)
- **[Combating Disinformation on Social Media](/docs/default-source/city-managers-conference---session-materials/combating-disinformation-on-social-media.pdf?sfvrsn=1acf292c_3)**  
(/docs/default-source/city-managers-conference---session-materials/combating-disinformation-on-social-media.pdf?sfvrsn=1acf292c\_3)
- **[Creating a Culture of Equity - Diemer](/docs/default-source/city-managers-conference---session-materials/creating-a-culture-of-equity---diemer.pdf?sfvrsn=be4fcc51_3)**  
(/docs/default-source/city-managers-conference---session-materials/creating-a-culture-of-equity---diemer.pdf?sfvrsn=be4fcc51\_3)
- **[Make Your City Attorney Your Best Friend](/docs/default-source/city-managers-conference---session-materials/make-your-city-attorney-your-best-friend.pdf?sfvrsn=b125c81_3)**  
(/docs/default-source/city-managers-conference---session-materials/make-your-city-attorney-your-best-friend.pdf?sfvrsn=b125c81\_3)
- **[Prohousing Programs: Demonstrating Statewide Leadership While Meeting Local Goals - Gutierrez](/docs/default-source/city-managers-conference---session-materials/prohousing-programs--demonstrating-statewide-leadership-while-meeting-local-goals---gutierrez.pdf?sfvrsn=957c71d2_3)**  
(/docs/default-source/city-managers-conference---session-materials/prohousing-programs--demonstrating-statewide-leadership-while-meeting-local-goals---gutierrez.pdf?sfvrsn=957c71d2\_3)
- **[Show Me The Recovery - Colantuono](/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---colantuono.pdf?sfvrsn=29fcb631_3)**  
(/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---colantuono.pdf?sfvrsn=29fcb631\_3)
- **[Show Me The](/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---gillison-seufert-wood.pdf?sfvrsn=b24549af_3)**  
(/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---gillison-seufert-wood.pdf?sfvrsn=b24549af\_3)

**[Recovery - Gillison, Seufert, Wood \(/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---gillison-seufert-wood.pdf?sfvrsn=b24549af\\_3\)](/docs/default-source/city-managers-conference---session-materials/show-me-the-recovery---gillison-seufert-wood.pdf?sfvrsn=b24549af_3)**

- **[\(/docs/default-source/city-managers-conference---session-materials/think-outside-the-building.pdf?sfvrsn=b1226f56\\_3\)](/docs/default-source/city-managers-conference---session-materials/think-outside-the-building.pdf?sfvrsn=b1226f56_3)** **Think Outside the Building**  
**[\(/docs/default-source/city-managers-conference---session-materials/think-outside-the-building.pdf?sfvrsn=b1226f56\\_3\)](/docs/default-source/city-managers-conference---session-materials/think-outside-the-building.pdf?sfvrsn=b1226f56_3)**

## Previous Conference Session Materials

### 2021 Session Materials →

- **[2021 Legislative and Budget Efforts to Addressing Housing Production and Homelessness Crisis \(/docs/default-source/city-managers-conference---session-materials/2021-legislative-and-budget-efforts-to-addressing-housing-production-and-homelessness-crisis.pdf?sfvrsn=37c2071b\\_3\)](/docs/default-source/city-managers-conference---session-materials/2021-legislative-and-budget-efforts-to-addressing-housing-production-and-homelessness-crisis.pdf?sfvrsn=37c2071b_3)**
- **[California Municipal Finance and Economic and Outlook in the Pandemic - Beteta \(/docs/default-source/city-managers-conference---session-materials/california-municipal-finance-and-economic-and-outlook-in-the-pandemic---beteta.pdf?sfvrsn=5d37a848\\_3\)](/docs/default-source/city-managers-conference---session-materials/california-municipal-finance-and-economic-and-outlook-in-the-pandemic---beteta.pdf?sfvrsn=5d37a848_3)**
- **[California Municipal Finance and Economic and Outlook in the Pandemic - Nordoff \(/docs/default-source/city-managers-conference---session-materials/california-municipal-finance-and-economic-and-outlook-in-the-pandemic---nordoff.pdf?sfvrsn=69f79bf\\_3\)](/docs/default-source/city-managers-conference---session-materials/california-municipal-finance-and-economic-and-outlook-in-the-pandemic---nordoff.pdf?sfvrsn=69f79bf_3)**
- **[Creating Emotionally Health Workplaces During COVID-19 \(/docs/default-source/city-managers-conference---session-materials/creating-emotionally-health-workplaces-during-covid-19.pdf?sfvrsn=b20753e2\\_3\)](/docs/default-source/city-managers-conference---session-materials/creating-emotionally-health-workplaces-during-covid-19.pdf?sfvrsn=b20753e2_3)**

- **Developing Organizational Values and Seeing Them in Action**  
(/docs/default-source/city-managers-conference---session-materials/developing-organizational-values-and-seeing-them-in-action.pdf?Status=Master&sfvrsn=c989885a\_3)
- **It's Not Transactional, It's Relational Addressing Racial Equity - Sanchez**  
(/docs/default-source/city-managers-conference---session-materials/its-not-transactional-its-relational-addressing-racial-equity---sanchez.pdf?sfvrsn=bcf2de0f\_3)
- **No Hotels? Less Retail? What's a City Manager to do?**  
(/docs/default-source/uploadedfiles/customformattachments/sessionmaterials-21cm/no-hotels-less-retail-what-s-a-city-manager-to-do-kosmont.pdf?sfvrsn=9e1085d8\_0)
- **Promoting Civility in Times of Heightened Partisanship and Polarization**  
(/docs/default-source/city-managers-conference---session-materials/promoting-civility-in-times-of-heightened-partisanship-and-polarization.pdf?sfvrsn=4e28dedc\_3)
- **Reimagining the Role of Police in Public Safety**  
(/docs/default-source/city-managers-conference---session-materials/reimagining-the-role-of-police-in-public-safety.pdf?sfvrsn=fd02e512\_3)

## 2020 Session Materials →

- **2020 City Managers Conference**  
(/docs/default-source/city-managers-conference---session-materials/2020-city-managers-conference.pdf?sfvrsn=9037db52\_3)
- **#13Percent Update: The Rise of Women in City Management**  
(/docs/default-source/city-managers-conference---session-materials/-13percent-update-the-rise-of-women-in-city-management.pdf?sfvrsn=213d323e\_3)

- [American Canyon's Unique Partnership \(/docs/default-source/city-managers-conference---session-materials/american-canyon-s-unique-partnership.pdf?sfvrsn=cb7f5f58\\_3\)](/docs/default-source/city-managers-conference---session-materials/american-canyon-s-unique-partnership.pdf?sfvrsn=cb7f5f58_3)
- [Anniversary Bell- Are We More Ethical 10 Years Later? \(/docs/default-source/city-managers-conference---session-materials/anniversary-bell-are-we-more-ethical-10-years-later?sfvrsn=8fda8191\\_3&download=true\)](/docs/default-source/city-managers-conference---session-materials/anniversary-bell-are-we-more-ethical-10-years-later?sfvrsn=8fda8191_3&download=true)
- [Build & Support Your Rural Economy \(/docs/default-source/city-managers-conference---session-materials/build-support-your-rural-economy.pdf?sfvrsn=b271c10d\\_3\)](/docs/default-source/city-managers-conference---session-materials/build-support-your-rural-economy.pdf?sfvrsn=b271c10d_3)
- [Dept. of Housing and Community Development Share Strategies for Housing Planning \(/docs/default-source/city-managers-conference---session-materials/dept.-of-housing-and-community-development-share-strategies-for-housing-planning.pdf?sfvrsn=6ead1a62\\_3\)](/docs/default-source/city-managers-conference---session-materials/dept.-of-housing-and-community-development-share-strategies-for-housing-planning.pdf?sfvrsn=6ead1a62_3)
- [Housing Law Jeopardy \(/docs/default-source/city-managers-conference---session-materials/housing-law-jeopardy.pdf?sfvrsn=bdf101ba\\_3\)](/docs/default-source/city-managers-conference---session-materials/housing-law-jeopardy.pdf?sfvrsn=bdf101ba_3)
- [How Cities Can Protect Employees Through Workplace Violence Restraining Orders \(/docs/default-source/city-managers-conference---session-materials/how-cities-can-protect-employees-through-workplace-violence-restraining-orders.pdf?sfvrsn=f2342b49\\_3\)](/docs/default-source/city-managers-conference---session-materials/how-cities-can-protect-employees-through-workplace-violence-restraining-orders.pdf?sfvrsn=f2342b49_3)
- [\(/docs/default-source/city-managers-conference---session-materials/how-to-prepare-for-a-blackout.pdf?sfvrsn=e8865487\\_3\) How to Prepare for a Blackout \(/docs/default-source/city-managers-conference---session-materials/how-to-prepare-for-a-blackout.pdf?sfvrsn=e8865487\\_3\)](/docs/default-source/city-managers-conference---session-materials/how-to-prepare-for-a-blackout.pdf?sfvrsn=e8865487_3)
- [Huckey v. Temecula: The “New” Trivial Defect Rule for Public Sidewalks \(/docs/default-source/city-managers-conference---session-materials/huckey-v.-temecula--the-new-trivial-defect-rule-for-public-sidewalks.pdf?sfvrsn=ea61cc53\\_3\)](/docs/default-source/city-managers-conference---session-materials/huckey-v.-temecula--the-new-trivial-defect-rule-for-public-sidewalks.pdf?sfvrsn=ea61cc53_3)
- [Independent Contractors and CalPERS: How to Prepare, What to Avoid \(/docs/default-source/city-managers-conference---session-materials/independent-contractors-and-calpers-how-to-prepare-what-to-avoid.pdf?sfvrsn=8fda8191\\_3\)](/docs/default-source/city-managers-conference---session-materials/independent-contractors-and-calpers-how-to-prepare-what-to-avoid.pdf?sfvrsn=8fda8191_3)

[materials/independent-contractors-and-calpers-how-to-prepare-what-to-avoid.pdf?sfvrsn=11364a15\\_3\)](#)

- [Local Government Transformation in the 21st Century - Bronson \(/docs/default-source/city-managers-conference---session-materials/local-government-transformation-in-the-21st-century---bronson.pdf?sfvrsn=1885593a\\_3\)](#)
- [Local Government Transformation in the 21st Century - McAdoo \(/docs/default-source/city-managers-conference---session-materials/local-government-transformation-in-the-21st-century---mcadoo.pdf?sfvrsn=6455ba66\\_3\)](#)
- [Local Government Transformation in the 21st Century - Robustelli \(/docs/default-source/city-managers-conference---session-materials/local-government-transformation-in-the-21st-century---robustelli.pdf?sfvrsn=541d9985\\_3\)](#)
- [Local Government Transformation in the 21st Century - Schutz \(/docs/default-source/city-managers-conference---session-materials/local-government-transformation-in-the-21st-century---schutz.pdf?sfvrsn=61c1bc89\\_3\)](#)
- [Local Government Transformation in the 21st Century - Intro \(/docs/default-source/city-managers-conference---session-materials/local-government-transformation-in-the-21st-century--intro.pdf?sfvrsn=ef9fc97f\\_3\)](#)
- [Multi-Housing Model in the City of Kerman \(/docs/default-source/city-managers-conference---session-materials/multi-housing-model-in-the-city-of-kerman.pdf?sfvrsn=a90da372\\_3\)](#)
- [Pitfalls to Avoid in the City Management Profession \(/docs/default-source/city-managers-conference---session-materials/pitfalls-to-avoid-in-the-city-management-profession.pdf?sfvrsn=3c5d823c\\_3\)](#)
- [Powerful Leadership: Effective Tips for Stellar City Managers \(/docs/default-source/city-managers-conference---session-](#)

[materials/powerful-leadership-effective-tips-for-stellar-city-managers.pdf?sfvrsn=5bbb3374\\_3\)](#)

- [Regional Alignment of Wireless Communications \(/docs/default-source/city-managers-conference---session-materials/regional-alignment-of-wireless-communications.pdf?sfvrsn=86671b38\\_3\)](#)
- [Regional Partnerships: How to Address Homelessness Differently \(/docs/default-source/city-managers-conference---session-materials/regional-partnerships-how-to-address-homelessness-differently.pdf?sfvrsn=aad7f386\\_3\)](#)
- [Straight from the Source California's Pension System Today - Middleton \(/docs/default-source/municipal-finance-institute---session-materials/straight-from-the-source-california-s-pension-system-today---middleton.pdf?sfvrsn=4a496edc\\_3\)](#)
- [Straight from the Source: California's Pension System Today - Frost \(/docs/default-source/municipal-finance-institute---session-materials/straight-from-the-source-california-s-pension-system-today---frost.pdf?sfvrsn=4f438435\\_3\)](#)
- [Straight from the Source: California's Pension System Today - Mehryar \(/docs/default-source/municipal-finance-institute---session-materials/straight-from-the-source-california-s-pension-system-today---mehryar.pdf?sfvrsn=ee5ba2e1\\_3\)](#)
- [Strategies for Dealing With Council-Manager Role Conflicts \(/docs/default-source/city-managers-conference---session-materials/strategies-for-dealing-with-council-manager-role-conflicts.pdf?sfvrsn=7548b59d\\_3\)](#)
- [The Costing Mindset in Collective Bargaining \(/docs/default-source/city-managers-conference---session-materials/the-costing-mindset-in-collective-bargaining.pdf?sfvrsn=daec4de8\\_3\)](#)

2019 Session Materials →



- [2019 City Managers Conference Program \(/docs/default-source/city-managers-conference---session-materials/2019-city-managers-conference-program.pdf?sfvrsn=eaa48ba0\\_3\)](/docs/default-source/city-managers-conference---session-materials/2019-city-managers-conference-program.pdf?sfvrsn=eaa48ba0_3)
- [A California Pension Update - Frost \(/docs/default-source/city-managers-conference---session-materials/a-california-pension-update---frost.pdf?sfvrsn=184c4bb0\\_3\)](/docs/default-source/city-managers-conference---session-materials/a-california-pension-update---frost.pdf?sfvrsn=184c4bb0_3)
- [A California Pension Update - Hutchings \(/docs/default-source/city-managers-conference---session-materials/a-california-pension-update---hutchings.pdf?sfvrsn=dc51bc89\\_3\)](/docs/default-source/city-managers-conference---session-materials/a-california-pension-update---hutchings.pdf?sfvrsn=dc51bc89_3)
- [A Key Ingredient for City Manager Success: Effectively Communicating With Your City Council - Duggan \(/docs/default-source/city-managers-conference---session-materials/a-key-ingredient-for-city-manager-success--effectively-communicating-with-your-city-council---duggan.pdf?sfvrsn=a8884aa4\\_3\)](/docs/default-source/city-managers-conference---session-materials/a-key-ingredient-for-city-manager-success--effectively-communicating-with-your-city-council---duggan.pdf?sfvrsn=a8884aa4_3)
- [CPUC: Overview of Proceedings Affecting Local Governments - Palmer \(/docs/default-source/city-managers-conference---session-materials/cpuc-overview-of-proceedings-affecting-local-governments---palmer.pdf?sfvrsn=49d03d75\\_3\)](/docs/default-source/city-managers-conference---session-materials/cpuc-overview-of-proceedings-affecting-local-governments---palmer.pdf?sfvrsn=49d03d75_3)
- [Developing a Fiscal Health Response Plan - Johnson \(/docs/default-source/city-managers-conference---session-materials/developing-a-fiscal-health-response-plan---johnson.pdf?sfvrsn=b4ba60c5\\_3\)](/docs/default-source/city-managers-conference---session-materials/developing-a-fiscal-health-response-plan---johnson.pdf?sfvrsn=b4ba60c5_3)
- [Elevating Trust In Local Government - Griffiths \(/docs/default-source/city-managers-conference---session-materials/elevating-trust-in-local-government---griffiths.pdf?sfvrsn=c1f6955d\\_3\)](/docs/default-source/city-managers-conference---session-materials/elevating-trust-in-local-government---griffiths.pdf?sfvrsn=c1f6955d_3)
- [Examining Homelessness: Collaborative Local Approaches and Strategies \(/docs/default-source/city-managers-conference---session-materials/examining-homelessness--collaborative-local-approaches-and-strategies.pdf?sfvrsn=c3442a65\\_3\)](/docs/default-source/city-managers-conference---session-materials/examining-homelessness--collaborative-local-approaches-and-strategies.pdf?sfvrsn=c3442a65_3)
- [Final Announcement for City Managers 2019 \(/docs/default-source/city-managers-conference---session-materials/final-announcement-](/docs/default-source/city-managers-conference---session-materials/final-announcement-)

[for-city-managers-2019.pdf?sfvrsn=7839ab62\\_3\)](#)

- [Leadership Post #MeToo - Martel \(/docs/default-source/city-managers-conference---session-materials/leadership-post-metoo---martel.pdf?sfvrsn=dfe3d095\\_3\)](#)
- [Leading California Cities Into The Future \(/docs/default-source/city-managers-conference---session-materials/leading-california-cities-into-the-future.pdf?sfvrsn=fea9f93b\\_3\)](#)
- [Major Incident Communications: Technical Solutions, Political Risks, and Community Information \(/docs/default-source/city-managers-conference---session-materials/major-incident-communications--technical-solutions-political-risks-and-community-information.pdf?sfvrsn=128415e7\\_3\)](#)
- [Retooling Stodgy Organizational Cultures \(/docs/default-source/city-managers-conference---session-materials/retooling-stodgy-organizational-cultures.pdf?sfvrsn=74c6217e\\_3\)](#)
- [The CVRA and the Profound Impact on Local Governance \(/docs/default-source/city-managers-conference---session-materials/the-cvra-and-the-profound-impact-on-local-governance.pdf?sfvrsn=da28f69\\_3\)](#)
- [The Ethical Issues That Most Frequently Entrap City Managers - Perego \(/docs/default-source/city-managers-conference---session-materials/the-ethical-issues-that-most-frequently-entrap-city-managers---perego.pdf?sfvrsn=422577b7\\_3\)](#)
- [The New Age of Civic Engagement \(/docs/default-source/city-managers-conference---session-materials/the-new-age-of-civic-engagement.pdf?sfvrsn=280cc6dc\\_3\)](#)
- [The Shifting Sands of Economic Development: Welcome to the "O"-Zone \(/docs/default-source/city-managers-conference---session-materials/the-shifting-sands-of-economic-development--welcome-to-the-o-zone.pdf?sfvrsn=6a90c7c1\\_3\)](#)

- [Update on the Autonomous Vehicle Revolution \(/docs/default-source/city-managers-conference---session-materials/update-on-the-autonomous-vehicle-revolution.pdf?sfvrsn=2f8b94db\\_3\)](/docs/default-source/city-managers-conference---session-materials/update-on-the-autonomous-vehicle-revolution.pdf?sfvrsn=2f8b94db_3)
- [What's New With Cyber Security - Horn \(/docs/default-source/city-managers-conference---session-materials/whats-new-with-cyber-security---horn.pdf?sfvrsn=e476f21b\\_3\)](/docs/default-source/city-managers-conference---session-materials/whats-new-with-cyber-security---horn.pdf?sfvrsn=e476f21b_3)

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Call for Proposals

Cal Cities is seeking thorough, thoughtful, and complete proposals that tell how your session can help elected city officials improve their communities, leadership abilities, and knowledge within their roles. Submissions from any individual, group, business, or organization on any topic are welcome. The call for proposals for the 2023 City Managers Conference is closed. We open the call for proposals for the 2024 City Managers Conference in May 2023.

We encourage you to take advantage of this exciting opportunity to share your ideas, knowledge, and expertise with this important audience! For questions, please contact **Katie Pebler** (<mailto:kpebler@calcities.org>) .

## General Information →

### Who Can Submit

Submissions, from any individual, group, business or organization, are welcome. Please remember that all sessions require a well-conceived presentation, good visuals, and a great deal of rehearsal! Commercialization of a product or service is not allowed.

### How It Works

Only proposals submitted online through the proposal form will be considered. As there is a limit to the amount of words allowed within the title and description of each proposal, it may be helpful to draft the proposal in a word-processing program first, then paste the final version into the online form.

### Target Audience

This educational event is designed to keep city managers, including deputy and assistant, up-to-date on issues of importance to them and their cities. The conference also aims to provide essential information for city managers to effectively run their cities and best position them for the future.

## All About Proposals →

Securing a spot on the program is highly competitive, with approximately 25 percent of proposals being accepted. You can increase your chances by preparing a thorough, thoughtful, and complete proposal that tells how your session would help city leaders and those who work within city governments to improve their careers and communities. When preparing your proposal consider the following elements:

- Is the topic new and/or critical for city government?
- Will it draw a wide audience?
- Will this issue stimulate action and further important discussion?
- Does the panel reflect the diversity of California cities (north/south, large/small, urban/rural)?

## Tips for Successful Proposals

- Think big
- Vary the viewpoint
- Pare down the panel
- Speaker skills matter
- Plan for a crowd
- Try something new
- Interact with the audience
- Fill in the blanks
- Quality counts

## Types of Proposals

More than 95 percent of each year's conference programming comes directly from the open call for proposals. Sessions may be scheduled as a general session or concurrent session at Cal Cities' discretion. Select one of the available formats listed below that best fits your topic and desired outcomes or propose an alternative session format.

- **Keynote Speaker**

Keynote speakers are high-profile and designed to bring everyone together for a general session / and may set the tone of the event. This format permits approximately 45-60 minutes of an engaging presentation by a single speaker. Depending on time restrictions, the presentation may be followed by approximately 15 minutes of questions and answers with the audience or a moderator.

- **Panel Discussion**

Panels consist of a moderator and a maximum of three speakers who participate in a 60 minute engaging presentation and discussion followed by approximately 15 minutes of questions and answers.

- **Speed Sessions**

Fifteen minute bursts of information on one topic by one speaker followed by five minutes of questions & answers. Typically, these engaging presentations are based on focused projects or personal experience.

- **Facilitated Group Discussion**

A 75 minute interactive conversation on a topic led by a single facilitator. You may include a maximum 15 minute presentation on which the issue/concern is framed and, then, guide a discussion among the attendees with prepared questions. At the conclusion of the discussion, the facilitator must spend time summarizing key findings, suggestions, and points.

- **Alternative Format**

Be creative! If your session does not fit one of the above formats, this is your opportunity to propose something different. Please be sure to provide the time, room setup, and other important details. Alternative

formats will be accommodated based on interest level, space, and set-up availability.

## Requirements, Review, and Policies →

### Submission Requirements and Review

Submissions will be reviewed by a program planning committee.

Cal Cities reserves the right to modify accepted proposal session titles, descriptions, presenters or other elements as necessary to insure balance, quality and enhance marketability. If an originally accepted speaker cancels, the session may be disqualified. Additional speakers not included in the original proposal are not permitted to be added without review and approval.

### Successful Proposal Considerations

The following criteria may be considered during the review of submissions:

- **Relevance** - What are the practical applications of your ideas? Have you included reasoning and documentation to support your conclusions, recommendations and outcomes? Conference attendees prefer presentations focused on outcomes or results. Make the definition and background portions of your presentation brief. Highlight problems encountered, options available, choices made, documented pre- and post-change effects and lessons learned.
- **Content expands attendees' knowledge** - Will your presentation expand knowledge beyond entry-level basics? Most conference participants are elected officials, appointed officials, and seasoned professionals. In general, direct your presentation to an intermediate or advanced audience.
- **Originality** - Does your presentation advance existing ideas or present new ideas? Has this material been presented elsewhere? You might apply proven techniques to new problems or identify and apply new

approaches, techniques or philosophies. Assess the degree to which an application is a new tool. Avoid highlighting a named product or service... focus instead on the general attributes, benefits and drawbacks of a given application, process or tool.

- **Examples** - Do you have an appropriate number of examples? Documenting comparative results convinces participants that your ideas have been tested in the real world.
- **Timeliness** - Will your presentation still be up-to-date and cutting-edge in six to nine months when the conference occurs? Will your topic have implications in the future? How relevant is your topic in the context of pending legislation, regulations and technology?
- **Inclusion of good, solid insights** - What attendees want to learn is the reality versus the hype, the positive and negative attributes, problems encountered but not often discussed, realistic expectations for the operational use and adaptability to a changing environment. They are searching for guidelines and models to simplify or manage their own application or installation.
- **Logical conclusions** - Are your conclusions supported by data? Attendees place a high value on supporting data in assessing the value and applicability of presentations. Include adequate and convincing details.
- Identification of outside resources - Have you included sources of information, benchmark data or other examples?
- **Avoidance of product/vendor commercial** - No commercials and/or proprietary information for particular products, services or vendors are permitted.
- **Completeness of proposal** - The quality, completeness and accuracy of the proposal will be considered during session selection process.
- **Preferred Speaker Qualifications** - Panelists should reflect the diversity of California with a north/south, large/small, urban/rural representation when possible.
  - Five or more (5+) years of public presentation experience.



- Two or more (2+) years of experience related to working in or presenting on the topic or idea.
- More than two (2) successful speaking engagements to large audiences at a regional or state level in the past two years.
- Must not pose a conflict of interest with subject/business area or must disclose such information in each speaker bio submitted.
- No commercialism.

To ensure a variety of perspectives, Cal Cities policy limits the number of times an individual, group, business or organization can speak at a single conference. In addition, each panel should have no more than one panelist per city/county, firm, company or organization (exceptions may apply).

- **Overall** - In the end, you must make your case for the importance of this topic and its relevance to participants.

## Registration and Speaker Policy

The League of California Cities is unable to provide complimentary registration or any reimbursement of expenses, travel, or other compensation. We recognize and deeply appreciate your interest and commitment. The success of our program depends on the efforts of practicing professionals willing to volunteer their time to professional education.

## Privacy Policy

We value your privacy and will never share any of your personal information nor sell your e-mail address to an outside party.

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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:** October 18, 2022

**SUBJECT:** Approval of the Notice of Acceptance of the Pedestrian Safety Improvement Project and Authorization for the City Clerk to file a Notice of Completion.

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**Recommendation:**

Staff recommends the City Council review and accept the Notice of Completion and acceptance and authorize the City Clerk to file the Notice of Completion.

**Background:**

On September 7, 2021, the City Council approved the award of this Project to J.L. Plank, Inc. DBA Cen-Cal Constructions in the amount of \$326,750.00.

With the new elementary school and the conversion of one elementary school to a middle school, there has been a change in traffic patterns that require pedestrian safety installations to enhance pedestrian safety features in the surrounding areas of James Forrest Elementary and Palm Avenue Middle School. The City performed a pedestrian safety investigation to identify recommended installations of: signage, striping, ADA ramps, bulb-outs, and a pedestrian hybrid beacon assembly. The City proceeded with those installations.

The staff has ensured that upon completion of this Project, all crosswalks, ADA ramps, and pedestrian safety signage surrounding James Forrest Elementary and Palm Avenue Middle School have been addressed, and the Pedestrian Hybrid Beacon System at Palm Ave. and Margalo St. is working properly and with no faults.

**Discussion:**

Pedestrian Safety Improvement Project has completed the work outlined in the plans and specifications of the Project, thus prompting the closeout of the Project.

**Fiscal Impact:**

**Project No. 21015**

<b>Project Costs by Phase</b>							
	<b>Project Costs by Phase</b>						
	Prior Years Budget	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction	302,025						302,025
Construction Management							-
Equipment Acquisition							-
Cost Incurred to Date	198,538						198,538
Total	500,563	-	-	-	-	-	500,563

<b>Project Funding Sources</b>							
	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Traffic Impact Fees	500,563						500,563
							-
							-
Total	500,563	-	-	-	-	-	500,563

The City originally budgeted \$500,563.00 in the 2021-22 budget. The final construction cost was \$328,450.91, which fell within the budget. Cost changes from the originally approved contract amount are noted in the attached summary.

**Attachments:**

1. Notice of Acceptance
2. Notice of Completion
3. Final Balancing Change Order Summary



**Public Works Office**

(661) 758-7271 Fax (661) 758-1728

801 8<sup>th</sup> Street, Wasco, CA 93280

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

**NOTICE OF ACCEPTANCE**

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

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: J.L. Plank, Inc. DBA Cen-Cal Constructions
3. Surety of Faithful Performance and Labor and Material Bond: NA
4. Contract For: Pedestrian Safety Improvement Project
5. Date of Contract: September 7, 2021
6. Date of Completion: October 11, 2022

I, Luis Villa, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on October 18, 2022.

Luis Villa  
Public Works Director  
City of Wasco

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

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN THAT:

- The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.
- The **FULL NAME** of the **OWNER** is City of Wasco
- The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280
- The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names

Addresses

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

Names

Addresses

- A work of improvement on the property hereinafter described was **COMPLETED**: October 11, 2022
- The work of improvement completed is described as follows: Pedestrian Safety Improvement Project
- The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: J.L. Plank, Inc. DBA Cen-Cal Constructions
- The street address of said property is: N Palm Ave at Margalo St, Griffith Ave, Peter St at Krista St
- The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows: Striping, signage, ADA ramps, bulb-outs and an overhead pedestrian hybrid beacon assembly.

10/18/2022

Date

Gilberto Reyna., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

*NOT APPLICABLE*

*NOT APPLICABLE*

Date and Place

Signature of Owner named in paragraph 2

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

10/18/2022, City of Wasco, CA

Date and Place

Gilberto Reyna., Mayor, City of Wasco



**Public Works Office**

(661) 758-7271 Fax (661) 758-1728  
801 8<sup>th</sup> Street, Wasco, CA 93280  
[www.cityofwasco.org](http://www.cityofwasco.org)

**Final Balancing Change Order**

**Date of Contract:** September 7, 2021

**Date:** October 18, 2022

**Contract Amount:** **\$326,750.00**

**Engineer:** City of Wasco Engineering Services

**Contractor:** J.L. Plank, Inc. DBA Cen-Cal Constructions

**Project:** Pedestrian Safety Improvement Project

**INCREASE IN CONTRACT WORK:**

<b>Change Order</b>	<b>Description</b>	<b>Unit</b>		<b>Amount</b>
CCO #1	The ramp's base was saturated and not having enough time for the saturated base to dry, as school was about to start. The base material was removed and replaced with dry base to achieve proper compaction and have the work done, so not to cause a hazard to the children.	LS	=	\$716.62
<b>Total Increase:</b>				<b>= \$716.62</b>

**DECREASE IN CONTRACT ITEM:**

<b>Item</b>	<b>Description</b>	<b>Estimate</b>	<b>Actual</b>	<b>Difference</b>
Item 26	Portable Changeable Message Signs	1	0	- \$6,600.00
<b>Total Decrease:</b>				<b>= - \$6,600.00</b>

Original Contract Amount	\$326,750.00
Net Quantity Adjustments/Change Order	- \$5,883.38
<b>Final Balance</b>	<b>\$320,866.62</b>

ACCEPTED BY: \_\_\_\_\_  
J.L. Plank, Inc. DBA Cen-Cal Constructions

DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_  
Luis Villa, Dir. Public Works

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Mr. Scott Hurlbert, City Manager

DATE: \_\_\_\_\_



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** October 18, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in an amount not to exceed \$57,000.00 to purchase one Utility Van for the Facilities Maintenance Department from Lampe Dodge.

---

### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to approve a purchase order in an amount not to exceed \$57,000.00 to purchase one Utility Van for the Facilities Maintenance Department from Lampe Dodge.

### **Discussion:**

On August 2, 2022, the City Council approved the purchase of a utility van for the Facilities Maintenance Department from Haddad Dodge. After Council approval, Staff reached out to Haddad Dodge only to find out that another sales member had already sold the vehicle to another customer. Haddad Dodge tried to make an order for another utility van for the City but was unable to due to manufacturer delay issues of some sort. Unable to procure the vehicle from Haddad Dodge in a timely period, Staff reached out to various other dealerships.

Staff eventually contacted Lampe Dodge in Visalia and discovered that they have a van currently in transit that was not yet spoken for. This is the same make and model van as approved in the August 2, 2022, Council meeting, but it is a 2023 year model instead of 2022. The price estimate provided for the vehicle from Lampe Dodge is \$54,754.52, which is \$324.94 less than the vehicle which was to be purchased from Haddad Dodge. This quote includes \$1,200.00 for shipping, but that number is an estimate. Since the final shipping cost will not be known until the vehicle arrives at the Dealership, Staff is requesting that the City Manager be authorized to approve a purchase order not to exceed \$57,000.00, which provides flexibility if the cost of shipping is higher than estimated. Once the vehicle arrives, Lampe Dodge will provide a final out-the-door quote to be reviewed by the City Manager prior to purchase order approval.

The City Council has approved Project No. 22007 in the 2022-23 budget for three vehicles, one of which is a new service vehicle for the Facilities Maintenance Department. The staff



has researched different options on what vehicle may be the most useful for the Facilities Department to utilize. When looking into options, the idea of purchasing a utility van rose to the top of the list with its ability to be fully secured overnight, hold various different types of tools, equipment, and materials, and the general affordability. In comparison to purchasing a new service truck, the cost would be almost the same as the van for just the truck. However, a truck requires separate purchase of a utility bed which costs \$7,000 to \$10,000 plus installation fees.

Staff procured quotes from three different Manufacturers; Dodge (Ram), Ford, and Mercedes, and received the following:

Manufacturer	Cost	Lead Time
Ram Promaster	\$54,754.52	~1-2 Months
Ford Transit	\$55,459.78	10 – 12 Months
Mercedes Sprinter	\$58,946.97	No Estimate

After reviewing the provided quotes and lead times, the Staff has determined that purchasing the Ram Promaster Van will be the most cost and time-effective route to take. As such, Staff recommends authorizing the City Manager to approve a purchase order not to exceed \$57,000.00 to purchase one Ram Promaster Van from Lampe Dodge.

#### **Fiscal Impact:**

The City budgeted \$166,000 in the 2022-23 budget (Project No. 22007) for three vehicles, one of which is this service vehicle for the Facilities Maintenance Department. Council has already approved the purchase of an SUV for the Fleet Maintenance Department with a cost of \$39,610.64, which left \$126,389.36 remaining. This purchase of \$57,000.00 will leave \$69,389.36 for the final vehicle left to be purchased as part of this Project (Fleet Service Truck).

#### ***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		166,000					166,000
Total	-	166,000	-	-	-	-	166,000

#### ***Project Funding Sources***

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
General Fund		146,000					146,000
APCD Grant Incentives		20,000					20,000
							-
Total	-	166,000	-	-	-	-	166,000

#### **Attachments:**

1. Resolution

**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 RAM PROMASTER VAN FOR THE FACILITIES DEPARTMENT FROM LAMPE DODGE IN AN AMOUNT NOT TO EXCEED \$57,000.00**

**WHEREAS**, the City wishes to purchase a Promaster Van from Lampe Dodge; and,

**WHEREAS**, the City's cost for the Utility Van in the amount not to exceed \$57,000.00 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 Lampe Dodge to purchase one Promaster Van for the Facilities Department in an amount not to exceed \$57,000.00.

-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 October 18, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** October 18, 2022

**SUBJECT:** Accept all bids and Adopt a Resolution Authorizing the City Manager or his designee to execute an Agreement with Pay Dirt Construction Inc. for the construction of a Sludge Drying Bed rehabilitation project in the amount of \$173,925.00 and allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.00.

---

### **Recommendation:**

Accept all bids and Adopt a Resolution Authorizing the City Manager or his designee to execute an Agreement with Pay Dirt Construction Inc. for the construction of a Sludge Drying Bed rehabilitation project in the amount of \$173,925.00 and allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.00.

### **Background:**

The City has four sludge drying beds that are currently not in compliance with the regional quality control board. This Sludge drying bed rehabilitation project #20236 in the capital improvement program is to install a reinforced polyethylene liner backfilled with two feet of soil over the existing sludge drying beds one and two. One of these lined drying beds would allow for emergency containment of biosolids when centrifuges are down for maintenance. The second drying bed would allow the for disposal of any spoils collected in the city's sewer collection system. Installation of the sludge-drying bed liners allows the city to maintain compliance while preventing any possible groundwater contamination.

### **Discussion:**

The Project RFP was advertised on August 21, 2022. On September 22, 2022, the City of Wasco received two proposals from the following bidders:

### **Bidders**

1. Pay Dirt Construction Inc. - \$173,925.00
2. MP Environmental Services - \$184,000.00

Staff conducted a review of the Bidder's Proposals, followed by a mandatory job walk with a Q&A session. Via approved evaluation methods Staff, determined that Pay Dirt Construction, Inc. is the recommended bidder to complete this project.

**Fiscal Impact:**

The City had budgeted \$170,000.00 for the construction of this Project. A budget transfer is required for this request in the amount of \$14,000, bringing the total to \$184,000.00. With projects similar to this, including contingencies in the project budget is appropriate. The \$184,000.00 includes these contingencies. This would allow the City manager to approve if any issues are uncovered that will require additional modifications through the construction of project 20236.

**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		170,000					170,000
Construction Management							-
Equipment Acquisition							-
Total	-	170,000	-	-	-	-	170,000

**Project Funding Sources**

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Treatment Plant Fees		170,000					170,000
Sewer Fund							-
							-
Total	-	170,000	-	-	-	-	170,000

**Attachments:**

1. Resolution
2. Agreement

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH PAY DIRT CONSTRUCTION INC. FOR THE CONSTRUCTION OF A SLUDGE DRYING BED REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$173,925.00 AND ALLOW THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$10,000.00**

**WHEREAS**, the City wishes to contract with Pay Dirt Construction Inc. to perform construction of the sludge drying bed rehabilitation project; 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**, Pay Dirt Construction 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:** Authorizing the City Manager or his designee to execute an Agreement with Pay Dirt Construction Inc. for the construction of a Sludge Drying Bed rehabilitation project in an amount of \$173,925.00 and allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.00.

-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 October 18, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASCO, hereinafter "City", and Pay Dirt Construction, Inc., a California Corporation, hereinafter "Contractor,"

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

WHEREAS, City wishes to execute an agreement to line sludge drying beds (the "Project") with warranties 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. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.

3. The full cost to complete this project shall not exceed \$173,925.00, inclusive of shipment and taxes (the "Price"). Progress billings must be submitted by the 20<sup>th</sup> day of the month and may be projected to the 25<sup>th</sup> day of the month. Progress payments shall be paid within 30 days of acceptance by the city. The final payment shall be payable within thirty (30) days after acceptance of the project and City's inspection and approval.

4. Contractor shall complete the project prior to May 19<sup>th</sup> 2023. The Project is subject to City's inspection and acceptance of delivery.

5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. 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 from a company approved by City for protection against liability to the public 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, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. 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 ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to



Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

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

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. 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 — Pay Dirt Construction, Inc., Phone 559-901-6319 Email – [paydirtconstructioninc@gmail.com](mailto:paydirtconstructioninc@gmail.com) Either party may change its address or contact information by notice to the other party as described herein.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

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

17. 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 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.

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

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

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. 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.

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

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

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

Pay Dirt Construction Inc., "**Contractor**"  
"

By: \_\_\_\_\_  
Name: Mathew Kimbro  
Its: Project Manager



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** October 18, 2022

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to execute a grant agreement and any amendments thereto for funding from California State Transportation Agency 2022 Transit and Intercity Rail Capital Program.

---

### **Recommendation:**

Staff recommends the City Council adopt the Resolution Authorizing the City Manager or Designee to execute the standard agreement.

### **Discussion:**

On February 15, 2022, the City Council authorized (Resolution No. 2022-3703) the submittal of a Transit and Intercity Rail Program (TIRP) grant application. On July 7, 2022, the City received notification of a \$1 million grant award. The Transit and Intercity Rail Program (TIRP) is administered by the California State Transportation Agency (CalSTA). It is a **competitive statewide program** created to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion.

The city was awarded one million dollars (\$1,000,000) to purchase three (3) medium electric transit buses AND implement a universal GTFS travel information and contactless open payments (such as through Cal-ITP) to modernize the transit system, improve riders' experience, air quality, and comply with the California Air Resources Board's requirement for public transit agencies to transition to 100% zero-emission fleets by 2040, Wasco is working to achieve this important goal by 2026.

Deploying electric buses will enhance regional connectivity and support ridership growth by providing riders with a sustainable clean transportation option while increasing county and state connections with Amtrak, Kern Regional Transit, and future high-speed rail. This project aligns with local, regional, and state transportation and air quality goals. This project will move transit forward, provide long-term sustainability, and increases equity in a rural community that is among the most disadvantaged in California

**Fiscal Impact:**

CIP Project No. 20205- ZERO Emission Bus. If grant funds are secured, the project will have a direct financial impact (savings) on the transit department.

**Attachments:**

1. Resolution
2. Grant Agreement

## **RESOLUTION NO. 2022 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE TRANSIT AND INTERCITY RAIL PROGRAM OF THE CALIFORNIA STATE TRANSPORTATION AGENCY (CalSTA)**

**WHEREAS**, the City of Wasco applied for and received an allocation of \$1 Million through the 2022 Transit and Intercity Rail Program; and

**WHEREAS**, the California State Transportation Agency, herein referred to as "CalSTA," issued a Notice of Funding Availability (NOFA) for the 2022 Transit and Intercity Rail Program (TIRP), created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion; and

**WHEREAS**, the legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation, with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle. Pursuant to the statute, CalSTA is authorized to approve funding allocations for the program, subject to the terms and conditions of the NOFA and program application forms.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wasco authorized the submittal of application(s) and execution of grant agreement to CALISTA for the transit and Intercity Rail Program for which the city is eligible.

**SECTION 1:** that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Wasco all grant documents, including but not limited to applications, agreements, amendments, reports, budget amendments, and appropriations, requests for payment, necessary to secure grant funds and implement the approved grant project; and

**SECTION 2:** that these authorizations are effective for ten (10) years from the date of adoption of this resolution.

-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 October 18, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

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

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

California State Transportation Agency  
Transit and Intercity Rail Capital Program

Grant Recipient:

City of Wasco

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation  
Division of Rail and Mass Transportation  
1120 N Street, Room 3300  
P.O. Box 942874, MS-39  
Sacramento, California 94274-0001



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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: October 1, 2022, or upon final signature,  
whichever is later

Termination Date of this Agreement: October 1, 2032

Recipient: City of Wasco

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will be identified in each specific Program Supplement, adopting the terms of this Agreement.

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**RECITALS**

1. WHEREAS, The Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.
2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.
3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of AB 32.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is one of several programs funded as part of the 2014-2015 State of California Budget (Senate Bill 852 and Senate Bill 862), and implemented pursuant to Public Resources Code section 75220 et seq and Health and Safety Code section 39719 et seq.

6. WHEREAS, as directed by the ACT, CalSTA established TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient has submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

## **ARTICLE I - DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California.

1.2 “Agreement” shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 “Award Agreement” shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 “California Department of Transportation” or “Caltrans” or “Department” means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 “California Transportation Commission” or “CTC” shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 “Effective Date” means the date set forth on page 4 of this Agreement.

1.7 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.8 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.9 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(C).

1.10 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.11 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.12 “Program Supplement Last Expenditure Date” and refers to the last date for Recipient to incur valid Project costs or credits.

1.13 "Program Supplement Termination" shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.14 "Project" shall mean the project identified in Recipient's application.

1.15 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).

1.16 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.17 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.

1.18 "Project Schedule" has the meaning set forth in Article II, Section 2(A)(5)(b).

1.19 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).

1.20 "Secretary" shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.21 "State" shall mean the State of California.

1.22 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

## **ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION**

### **Section 1. TIRCP Projects and Project Management**

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:  
Department of Transportation  
Olivia Arant  
Branch Chief  
Capital Projects Central Branch  
Phone: (916) 907-2225  
Email: Olivia.Arant@DOT.ca.gov

Recipient's Project Administrator:  
City of Wasco  
M. Scott Hurlbert  
City Manager  
Phone: (661) 758-7214  
schurlbert@cityofwasco.org

## **Section 2. Program Supplement**

### *A. General*

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.
2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.
3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.
4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.
5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF and SB 1 Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed, and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental



Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period, thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the

funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

*D. Scope of Work*

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.

3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

*E. Program Supplement Amendments*

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

**Section 3. Allowable Costs and Payments**

*A. Allowable Costs and Progress Payment Invoice*

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF and SB 1 Funds source.

**B. *Final Invoice***

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180<sup>th</sup>) day following the Project Last Expenditure Date.

## **ARTICLE III – GENERAL PROVISIONS**

### **Section 1. Funding**

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

### **Section 2. Audits and Reports**

**A. *Cost Principles***

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

**B. *Record Retention***

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and

internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

*C. Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low-income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and



e. The project duration as compared to the project schedule in the project application.

### **Section 3. Special Requirements**

#### **A. California Transportation Commission Resolutions**

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

#### **B. Recipient Resolution**

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or

amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and timeline acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed



Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the pre award requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project

and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of

funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any

work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits



discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

## **ARTICLE IV – MISCELLANEOUS PROVISIONS**

### **Section 1. Miscellaneous Provisions**

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to



such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Rail and Mass Transportation

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Rail and Mass Transit TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

City of Wasco

746 8th Street

Wasco CA 93280

Attention: M. Scott Hurlbert, City Manager

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreements have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF WASCO**

**BY:** \_\_\_\_\_  
W. Kyle Gradinger  
Chief, Division of Rail and Mass  
Transportation

**BY:** \_\_\_\_\_  
M. Scott Hurlbert  
City Manager

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_  
Deputy Attorney

**DATE:** \_\_\_\_\_

## **APPENDIX A**

### **TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION**

# FORMAL DRAFT 2022 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM GUIDELINES

September 30, 2021

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# TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM

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## 1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle.

Section 75224 of the PRC requires the California State Transportation Agency (CalSTA) to approve a new five-year Program of Projects not later than April 1 of every even year. The 2022 TIRCP grant cycle will program projects starting with the 2022-23 fiscal year and ending with the 2026-27 fiscal year. The new program cycle will include previously awarded and active Cycle 4 projects that have not been fully allocated by the end of the 2021-22 fiscal year, and new projects from Cycle 5. The GGRF and SB 1 continue to provide substantial funding available to be programed toward new projects in the TIRCP. While funding estimates for the program are considered reasonable as of the date of the guidelines, GGRF funds are subject to impacts from market forces and auction proceeds.

These guidelines describe the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP. The guidelines were developed in consultation with the California Air Resources Board (CARB), the California Transportation Commission (Commission), the Department of Transportation (Caltrans), and the Strategic Growth Council (SGC), and will be further informed by input received through workshops, public comments and written responses.

## 2 Background

AB 32 (Chapter 488, Statutes of 2006), the Global Warming Solutions Act of 2006, AB 32 created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gas emissions to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. SB 32 (Chapter 249, Statutes of 2016) established a climate goal for California to reduce greenhouse gases to 40 percent below 1990 levels by 2030.

The Cap-and-Trade Program, a key element in California's Climate Change Scoping Plan, implements measure to achieve greenhouse gas reduction goals. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

In 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Chapter 807, Statutes of 2012), SB 535 (Chapter 830, Statutes of 2012), and SB 1018 (Chapter 39, Statutes of 2012), that established the GGRF to receive the State's portions of proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. Subsequent legislation, AB 1550 (Chapter 369, Statutes of 2016), modified requirements for expenditures from the GGRF relative to disadvantaged communities and low-income communities and households. State law requires that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions. In addition, Transit and Intercity Rail Capital Program expenditures must comply with the requirements contained in SB 862 and SB 9, which provide statutory direction for the program.



In 2019 and 2020, Governor Newsom signed two executive orders—E.O. N-19-19 and E.O. N-79-20—both of which empower CalSTA to leverage discretionary state transportation funds to reduce transportation-related Greenhouse Gas (GHG) emissions and to adapt to climate change. E.O. N-79-20 set a deadline of July 15, 2021 for CalSTA to identify specific near-term actions and investment strategies to combat and prepare for climate change, which resulted in the creation of the Climate Action Plan for Transportation Infrastructure (CAPTI).

The Climate Action Plan for Transportation Infrastructure (CAPTI) was developed by CalSTA through a robust stakeholder engagement process and was adopted on July 12, 2021. CAPTI puts forth a set of guiding principles which serve as a framework for state discretionary transportation investment, and also includes a suite of implementation strategies and actions meant to align transportation infrastructure investments with the overall investment framework. TIRCP is closely linked to CAPTI and serves as a means by which to implement the higher-level policy developed in the plan. The TIRCP Guidelines include updates that work to implement actions listed in CAPTI, particularly Actions S2.1, S2.3, and S7.1. Together, these actions help TIRCP support California Integrated Travel Project (Cal-ITP) implementation, support deployment of ZEV fleets, and better support Pro-Housing policies.

- **S2.1 Implement the California Integrated Travel Project (Cal-ITP):**

Caltrans will provide transit providers an easier and less expensive process to implement contactless payment, benefit eligibility verification, and other services via Cal-ITP. Additionally, Caltrans will work to provide technical assistance and support to small and rural transit operators to implement these features in their service areas.

- **S2.3 Accelerate TIRCP Cycles to Support Transit Recovery with Deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements:**

In collaboration with CARB, CalSTA will develop a new Clean Fleet and Facilities Network Improvement project category in the TIRCP to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with ZEVs, while also working with local agencies to improve network efficiency and integration. Additionally, to support economic recovery efforts in the short term, the administration has supported increasing the TIRCP which will enable CalSTA to accelerate the 2022 funding cycle to allow for pursuing this new project category without undermining current investments. Additionally, CalSTA hopes to start guidelines development and the program call for projects earlier than past years and identify additional near-term cash flow that will expand funding opportunities. CalSTA will also offer expanded technical assistance prior to application to support agencies of every size throughout the state.

- **S7.1 Leverage Transportation Investments to Incentivize Infill Housing Production:**

CalSTA will work to use transportation funding to reduce VMT by incentivizing infill residential development and densities appropriate and feasible for each given community. Building upon the “Pro-Housing” Standard developed by the Department of Housing and Community Development (HCD), competitive funding programs will explore adopting incentives for local policies that tend to support location-efficient and mixed-use housing production, while considering the needs of rural, suburban, and urban jurisdictions and how appropriate policies may differ among those areas. Such local policies may include Housing Element compliance, by-right (nondiscretionary) approval processes for multifamily residential and mixed-use development, zoning to allow for residential and mixed-use developments in non-residential zones, reduced parking requirements for residential development, or expanded density bonuses that exceed state density bonus law, among other local policies. Initially, transportation programs with a statutory linkage or scoring criteria tied to land use

efficiency or GHG reductions could adopt these incentives as competitive scoring criteria and enhanced guidance to facilitate interjurisdictional coordination between project proponents and local planning departments. Using the “Pro-Housing” Standard as a framework will allow for statewide applicability and ample flexibility in approaches to meet any new criteria

More information on CAPTI can be found at:

<https://calsta.ca.gov/subject-areas/climate-action-plan>

### 3 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California’s intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state’s various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

### 4 Pre-Application and Post-Award Technical Assistance

Caltrans, in collaboration with CalSTA, will offer expanded technical assistance prior to application to support agencies of every size throughout the state, including assistance in identifying critical elements to documenting increased ridership across the project and network it serves for agencies pursuing zero emission vehicle purchases. The Office of Planning and Operations Support in the Division of Rail and Mass Transit (DRMT) at Caltrans will also provide required ridership modeling assistance for any project benefiting or impacting the intercity rail system.

Once awards are publicly announced, DRMT’s Office of Project Development, Management and Delivery will lead implementation and grant management of the selected projects, with assistance from the Office of Planning and Operations Support to ensure alignment of project scope with the project award and the Caltrans Office of Race and Equity to ensure integration of efforts to deliver Priority Population benefits into the approved project scope and programming documents.

## 5 Funding

The TIRCP receives a portion of the Transportation Improvement Fee revenues established by SB 1 and a continuous appropriation of 10 percent from the quarterly Cap-and-Trade auction proceeds deposited in the GGRF, plus any annual budget allocations provided by enacted budget bills.

The TIRCP fund estimate, award amount and the adopted program for TIRCP will be based on anticipated revenue through 2026-27 (as specified in the call for projects and subject to update prior to program adoption). Section 75224(d) of the PRC authorizes CalSTA to enter into a multiyear funding agreement with eligible applicants for any duration. CalSTA may use this authority to program funds for a project that would depend on funds received subsequent to the five-year program, primarily intended for projects that have long construction timelines that extend beyond the 2026-27 fiscal year. The goal of such a plan is to allow a project with construction over multiple years to have a commitment of funds programmed over multiple years in order to enter into necessary contracts for construction

As provided in statute, CalSTA may revise its approved Program of Projects and/or Program Allocation Plan as necessary, including deletion or delay of projects based on a shortfall of funding or lack of project progress. The Program Allocation Plan will reflect planned multi-year funding amounts for any projects or project elements expected to receive their funding over more than one year, and may be adjusted at any time to address project or program needs and to align allocations with revenues.

## 6 Schedule

### 2022 Cycle 5 Draft Guidelines Schedule

Discussion Draft Workshop	August 12, 2021
Release Draft 2022 Cycle 5 Guidelines	September 30, 2021
Guidelines Workshops (Virtual)	
Workshop 1 (focused on large applicants)	November 2, 2021
Workshop 2 (focused on rural and small applicants)	November 3, 2021
Closing Date for Comments on Draft Guidelines *	November 10, 2021
CalSTA Publishes 2022 Cycle 5 Guidelines	November 19, 2021
Call for Projects	November 19, 2021
Optional, time-limited, focused meetings for applicants to discuss project concepts and quantifications (will be scheduled by request. May be in person in various locations or virtual.)	December 9-15, 2021
Second round of optional, time-limited, focused meetings (will be scheduled by request. May be in person in various locations or virtual.)	January 20-26, 2022
Project Applications Due	March 3, 2022
CalSTA Award Announcement	June 2022
<i>*Comments can be submitted to: <a href="mailto:tircpcomments@dot.ca.gov">tircpcomments@dot.ca.gov</a></i>	

## 7 Eligible Applicants

Eligible applicants must be public agencies, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include

construction authorities, transportation authorities, and other similar public entities created by statute.

An applicant assumes responsibility and accountability for the use and expenditure of allocated funds. Applicants must comply with all relevant federal and state laws, regulations, policies, and procedures. Private companies may partner with eligible applicants to propose and deliver projects.

## 8 Eligible Projects

Eligible applicants may submit project applications individually or as part of a joint application. In order to be eligible for funding under this program, a project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the CARB quantification methodology.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
  - a. integrated ticketing and scheduling systems and related software/hardware capital investments (including integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
  - b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
  - c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment
  - d. other service integration initiatives
4. Bus rapid transit and other bus and ferry transit investments (including vanpool and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

CalSTA intends to fund a small number of transformative projects that will significantly reduce vehicle miles traveled, congestion, and greenhouse gas emissions by: (1) creating a new transit system (2) increasing the capacity of an existing transit system, or (3) otherwise significantly increasing the ridership of a transit system. Significant change will be measured both in percentage terms (percent increase compared to the existing system or corridor) and in total quantity terms (increase in number of riders and passenger miles per day). Benefits from the proposed project may accrue from ridership generated on more than one transit system or corridor due to integration, and such benefits may be counted as long as the connected system or corridor has sufficient capacity to carry the increased passenger demand.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor. However, they should be included in an application for a project that increases passenger rail ridership.

The awarded projects may include, for example, both lower-cost projects focused on integration, reliability and enhancement of service, and higher-cost capital expansion projects. In addition, CalSTA seeks projects

that link housing with key destinations and that improve accessibility to economic opportunities. CalSTA may also make some funding available for demonstration projects that are smaller-scale efforts with great potential to be expanded. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership.

Clean fleet, facility and network improvement projects that support agencies replacing aging vehicle fleets with Zero Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, may also be eligible for TIRCP funding even if not increasing the number of vehicles in the transit agency fleet. Such projects will generally qualify through various efforts that (1) improve network efficiency with transit priority investments that allow savings in vehicle hours operated to be redeployed into increased service on the same or other routes, (2) implement improvements to payments systems that are designed to increase ridership, including implementation of contactless open payment, traveler information through GTFS-Real Time (GTFS-RT), and other services available through Cal-ITP, and/or (3) improve integration with other corridors and/or operators through service restructuring designed to increase network ridership. Emphasis will be placed on smaller and/or rural agencies that may have difficulty transitioning to electrified fleets without additional support. ZEV leases are eligible for TIRCP funding, but benefits modeled must match the duration of the lease.

Addressing the integration of rail and transit referenced in the TIRCP objectives and described in the eligible projects will require attention to network integration amongst rail and transit services. Improving integration will improve connectivity and the seamlessness of the travel experience for users by eliminating points of friction during a public transportation journey, and as a result increase ridership across multiple corridors and/or systems. These points of friction come in many forms, including but not limited to a lack of universal GTFS trip-planning information, poor service design and uncoordinated schedules, incompatible fare and ticketing policies and systems between agencies, and unsafe and inconvenient physical connections between modes. Examples of types of network integration projects include:

- Contactless open payment systems and real-time traveler information through GTFS to improve system integration and rider connectivity
- Coordinated schedule and timetable planning between agencies to reduce transfer wait times and improve the seamlessness of the travel experience, and the capital projects necessary to improve such coordination and operations;
- Integrated station design to accommodate existing and planned services and their service expansions, and capital projects necessary to invest in hubs at such stations;
- Planning to determine opportunities to co-locate maintenance and yard facilities, as needed, and capital projects to invest in such facilities;
- Service and infrastructure needs analysis to determine the feasibility of new or expanded systems that better integrate service, and the capital investment necessary to implement such services;
- Station area improvements to facilitate better land uses and access by active or shared mobility modes.

Network integration and system development planning can be components in the application with their own scope, schedule and budget, but they must relate to the overall capital project being proposed (including identifying ways to improve the benefits realized by the project upon implementation or through identifying additional capital investments that could be funded in later phases to enhance network and system benefits). Where relevant, it should demonstrate support of the integration demonstrated in the vision laid out in the 2018 California State Rail Plan. CalSTA may elect to include network integration technical assistance and/or additional funding as part of a TIRCP award if it is determined that there is a need not adequately addressed by the applicant, especially if integration can be improved with regards to

adjacent state-funded capital projects or state-funded rail operations. CalSTA and Caltrans may provide technical assistance to ensure that TIRCP program and statewide goals and priorities are being addressed through the work.

Applicants may apply for multiple projects in a cycle. However, an applicant submitting multiple project applications must clearly prioritize its project applications. Applicants are also encouraged to identify phases or priorities within each project application, if applicable, so that available resources may be awarded to a phase or priority if the full project cannot be funded. Many applicants have found it more helpful to submit a single application that describes a programmatic set of inter-related projects rather than submitting multiple applications. Phasing and priority-setting within such a programmatic application can then be clearly identified, but the narrative describing the goals and outcomes can be shared.

Applicants submitting a high-dollar, single application with no scalability or separable project elements may increase the risk of having an uncompetitive project application. At the same time, applicants are advised to submit projects that are scalable where practical. In the event that available program resources expand or contract prior to the completion of the programming cycle, CalSTA may revise the funding available for the programming cycle.

There is not a set limit on the amount of funding that a project can be awarded, but geographic equity requirements for the program plays a practical role in limiting the amount a given applicant and project could expect. Geographic equity is considered within each cycle of funding, as well as with consideration given to the degree to which the geography in question has been underrepresented in past cycles.

While there is no minimum match requirement for this funding source, funding leverage is desirable and will be considered in the evaluation of expected project benefits. In particular, emphasis will be placed on projects that:

- Leverage funding from other GGRF programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities and Transformative Climate Communities Programs, or CARB's Low Carbon Transportation funding program (including the Hybrid and Zero-Emission Truck and Bus Voucher Program (HVIP))
- Leverage funding from SB1 sources (including formula program sources)
- Leverage funding from other federal, state, local, regional, or private sources (including potential local transportation funding measures, as further detailed in Section 12)

Consideration will be given as to those sources that are discretionary (including competitive and noncompetitive funding sources) compared to those that are non-discretionary. A recipient of money under the program may combine funding from the program with other state funding (if allowed), including, but not limited to, the State Transportation Improvement Program, the Low Carbon Transit Operations Program, clean vehicle programs, and state transportation bond funds.

If a project is awarded funds, all funds identified as committed to the project may be required as a funding match at the time of project selection and, based on the matching percentage identified at the time of selection, a pro-rata reimbursement agreement (or other suitable agreement) may be established to ensure project savings are returned proportionally. Project completion savings are returned proportionally except when an agency has committed additional funds to the project to fund a cost increase. In such instances, savings at project completion may be returned to other fund types first, until proportions match those at programming. If capital assets are removed from service before the end of their useful life, pro-rata repayment of grant funds may be required.

Redeployment of capital assets to achieve similar, or greater, benefits more effectively may be permitted, but must be documented (with documentation including a detailed justification of the requested redeployment) by the grantee and approved in advance by CalSTA. For example, once a project is operational, and after monitoring service performance and determining that it was not performing as expected, redeploying bus service to achieve greater greenhouse gas reductions or better serve priority populations based on current needs may be permitted.



If an implementing agency receives funding for a project that is to be completed with other funds (for example, a project which receives funds for plans, specifications, and estimates from the TIRCP but which will receive local measure funding for construction), that agency is required to complete the project as proposed. If the project is not completed and put into service as awarded, the agency may be required to fully or partially repay funds from the TIRCP commensurate with the failure to complete the project and deliver anticipated reductions in greenhouse gas emissions.

If a project was only partially awarded in a previous cycle, applicants may request additional funds for the unawarded components in a future funding cycle. However, applicants may not request additional funds for the same previously awarded project components based on cost escalation or loss of a matching funding source. Such projects may reapply in a future cycle with a revised financial plan, but are subject to new ratings relevant to the current application cycle, and may or may not succeed in receiving a funding award.

Prior to the project application due date, CalSTA invites interested eligible applicants to optional meetings (as outlined in the calendar section of the document) to discuss proposed project concepts and quantifications, in order to clarify program requirements.

## 9 Project Applications

Applications must be submitted in accordance with the Call for Projects.

Applications will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each project application must include a signed cover letter, with signature authorizing and approving the application.

The project application shall include:

1. Project title, which should be a brief non-technical description of the project type, scope, and location.
2. Project priority (if agency is submitting multiple applications). Explain the prioritization, including any state, regional or local planning efforts that support the ranking.
3. Project purpose and need.
4. Project scope.
5. Project Location – provide a map for each of the following:
  - A. Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.  
Project location denoting disadvantaged communities, low-income communities, and/or low-income households that will benefit from the project (Attachment 1, CCI Funding Guidelines).
  - B. Greenhouse gas reducing features such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit-oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. If available, consider including the following information on maps related to the project, as these will help in evaluating many of the secondary evaluation criteria:
    - Land use diversity/mix of land uses specified on the map
    - In addition to showing where housing exists, provide information on housing density *and* planned/zoned/permitted/etc. housing density;
    - In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses.

- Current neighborhood walkability (e.g., see Affordable Housing and Sustainable Communities Program (AHSC) guidelines for sources of walkability data);
- Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project)

6. Project costs.

Documentation of the basis for the costs, benefits and schedules must be cited in the project application and additional detail made available upon request. The application should identify:

- A. Cost estimates escalated to the year of proposed delivery. Only cost estimates approved by the Chief Executive Officer or other authorized officer of the implementing agency should be used.
- B. The amount and source of funds committed to the project (including funding for initial operating costs). A funding commitment is defined in Section 12 of this document.
- C. The amount of TIRCP funds requested. TIRCP funds cannot be used to supplant other committed funds.
- D. If applying for Network Integration as a separate component, please specifically indicate the costs.

7. Project schedule including benefits reporting, the project's current status and the completion dates of all major delivery milestones.

8. Project benefits:

- A. A clear demonstration of the expected GHG reduction benefits, other co-benefits, and the proposed metrics for tracking and reporting on those benefits consistent with the CARB's Funding Guidelines, as described in Attachments 1-3.
- B. The description of project benefits that address all Primary and Secondary Evaluation Criteria listed below under Project Selection Process (Section 10), indicating that a category is not applicable, or no benefits are expected when that is the case.
- C. An estimate of the useful life of the project for the dominant project asset type (can be separated by project category or phase if elements of the project have independent utility and could be separately funded or placed in service).
- D. When investment of TIRCP is proposed to improve private infrastructure, an assessment of public and private benefits to show that the share of public benefit is commensurate with the share of public funding.
- E. If a project will be applying for funding from other greenhouse gas reduction programs (such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program (including HVIP)) or from the Commission's Active Transportation or other program, an indication if there are separable elements that will be funded from those other sources and the applicant must clearly explain any change to the benefits of the project if the funding from that source is not awarded to the project.
- F. Identify and include as an attachment all studies or planning documents relevant to the proposed project.
- G. If applying for Network Integration, specifically indicate the benefits and how the network integration work will enhance the overall project benefits.
- H. A discussion of the proposed project's impact, both favorable and unfavorable, on other transit services and projects planned or underway within the corridor, including intercity rail, transit or high-speed rail services in a parallel or connecting corridor. Impacted plans should be clearly identified, and corresponding planning documents should be included as an attachment. If ridership of the other services is expected to be positively or negatively impacted by the proposed project, evidence of how the other services are to be impacted should be included in the application, including evidence of coordination with the other service providers and an estimate of multi-operator impacts where available. Project impacts that increase ridership on



other services through increased transfers of passengers may be reflected in the quantification of GHG benefits only if the project also documents the ability of the connected corridor to provide capacity sufficient to accommodate the riders. If additional service must be operated by the adjoining operator, the operation of such service must be included in the calculation of emissions related to the project. If an agency recognizes value in additional efforts to integrate services with other transportation providers or enhance station access (including by active transportation) during the post-award period (and prior to the beginning of service resulting from the project), a specific task and budget for the proposed activities should be included in the project application. During application review, if additional efforts are evaluated as necessary in order to successfully address integration with other projects, systems or corridors, CalSTA may propose an additional task and assign additional funding to pursue such integration above and beyond what is requested in the project application, with the scope agreed to during development of the agreements necessary to allocate funding to the selected project. Projects expecting to have the impacts described in this section are strongly encouraged to make use of the optional pre-application technical assistance meetings described in Section 4 and on the schedule on Section 5.

9. If applicable, an explanation of how some or all of the project provides direct, meaningful, and assured benefits to a disadvantaged community, low income communities or low-income households as defined by [SB 535](#) and [AB 1550](#), including reducing administrative burdens—particularly those associated with eligibility verification across services. Identify a need of that community, including how the need was established to identify the portion of the project, if any, that is located within a disadvantaged community or low-income community and that addresses the need (see Section 10.3 and Attachment 1).
  - A. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders during the post-award period (and prior to the beginning of service resulting from the project), a specific task and budget for the proposed activities should be included in the project application. Such efforts may include plans for service implementation of the specific project, addressing station access issues specific to the stakeholders, as well as developing proposals for service changes and capital investments that may be funded through future capital or operating funds or through project cost savings. Activities that address community engagement may include, but are not limited to, public workshops/meetings, door-to-door canvassing, house meetings, established website and/or social media efforts, surveys, focus groups, subcontracts with community-based organizations to conduct outreach, allocation of staff or contractor positions focused on community engagement, and advisory bodies or other shared decision-making bodies.
  - B. The general scope of the proposed effort should be submitted in draft form, but revision and development of additional detail prior to allocation of TIRCP funding for these activities may be requested by CalSTA in order to increase the benefits of the effort. During application review, if additional efforts are seen as necessary in order to successfully address the needs of disadvantaged or low income stakeholders, CalSTA may propose an additional task and potentially assign additional funding to pursue such consultations above and beyond what is requested in the project application, with the scope agreed to during development of the agreements necessary to implement the selected project.
10. If applicable, an explanation of how the project will provide employment and workforce development and training benefits to the community, particularly to priority populations. This explanation should be accompanied by a Community Workforce Agreement, Project Labor Agreement, or some other agreement made between the applying agency and unions, community-based organizations, or other partners. If such activities are being conducted as part of the project, budget and scope elements should reflect the level of effort anticipated.
11. Address the ability to gather and analyze new datasets for public use and benefit as an

outcome of the project.

12. Description of funding sources and approach to ensuring ongoing operating and maintenance costs of the project are funded through the useful life of the project (as applicable).
13. Description of how the project will assist in meeting the California Minimum GTFS Guidelines, and address any identified assessment deficiencies, if applicable. The guidelines may be found at:

<https://dot.ca.gov/cal-itp/california-minimum-general-transit-feed-specification-gtfs-guidelines>.

14. Each application must include an Electronic Project Programming Request (ePPR) Form that can be generated at <https://calsmart.dot.ca.gov> and choosing 'Other' funds option on the general information page. A users guide for generating the ePPR can be found at: <https://dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/epr-instructions-v101-a11y.pdf>

For further helps with ePPRs, please email: [eppr@dot.ca.gov](mailto:eppr@dot.ca.gov).

- A. Each Project Programming Request must list Federal, State, and local funding categories by fiscal year. All applicants must demonstrate the ability to absorb any cost overruns and deliver the proposed project with no additional funding from this program beyond that provided in initial grant or cooperative agreement, and to fund initial operating costs. If the project is a scope addition to a project programmed in an earlier TIRCP cycle the revised PPR must not show supplanting of previously committed non-TIRCP funds.
- B. An eligible applicant may submit an application to fund a project over multiple fiscal years. The cost of each project component must be listed in the state fiscal year in which the particular project component needs to receive a Commission TIRCP allocation. For environmental studies and permits, costs should be listed in the fiscal year during which environmental studies will begin. Costs for the preparation of plans, specifications and estimates should be listed in the fiscal year during which this work will begin. Right of way costs should be listed in the fiscal year(s) during which each right of way acquisition (including utility relocation) contract will first be executed. Construction costs should be programmed in the fiscal year during which each construction contract needs to receive a Commission TIRCP allocation to be advertised, and if an agency can receive TIRCP construction reimbursements over multiple fiscal years to fund a contract of extended duration, the application should list the amounts by fiscal year over which construction funding is required to meet expected contract requirements.
- C. If a project is expected to require multiple contracts for any stage of project development (often the case for multi-component projects), each contract should be listed separately with its respective funding requirements (to the extent known), so that Commission TIRCP allocations may be sought in the programming year close to the specific contract need and funding allocations are put to timely use. If not known at the time of application, this information will be sought prior to Commission allocation so that the project and its various components can be properly programmed in the CalSTA Program Allocation Plan.
- D. Applicants are encouraged to submit a narrative explanation or supplement to the PPR to reflect the proposed contracting approach and describing the ability of the project to receive funds on alternative allocation schedules. If a project has a special cash flow consideration that would benefit from TIRCP funds being available at a particular time, please describe this in the application.
- E. Applicant must disclose if they're an FTA federal grantee or not, and are encouraged to include any FTA funding used as match if they are.
- F. Finally, if a project is only requesting funds for a particular phase of the proposed project, such

as a construction contract expected to be awarded in a specific year of the program, identify the prior phases and the funding associated with them.

15. Letters of support for project implementation, including letters from:
  - A. Project partners essential to project implementation, such as host railroads or facility owners. If TIRCP funds are to be used at a later stage of project implementation (such as construction), and an agency is able to commit to delivering the project goals with no additional TIRCP funding (supplementing, if necessary, from non-TIRCP sources), letters of support may indicate overall support for the project as described in the application and willingness to engage in best efforts to achieve a formal agreement for the construction elements of the project that will still require a future stakeholder agreement. Commission allocation of awarded TIRCP funding for such future construction will be conditioned on such agreements being finalized and the project being implemented in a manner consistent with the original application.
  - B. A Metropolitan Planning Organization (MPO), indicating that the project is consistent with an adopted Sustainable Communities Strategy, or in non-MPO regions, a regional plan to reduce GHG emissions and/or vehicle miles travelled (VMT). (It is not necessary to establish project eligibility for an MPO to indicate its specific support for the project.)
  - C. Regional agency or agencies.
  - D. Members of the community, including representatives of impacted disadvantaged or low-income communities. Letters from community organizations stating their recognition of benefits from the project are encouraged.
  - E. Additional stakeholders relevant to the proposed project.
16. Description of project elements that are separable or scalable based on available funding, if applicable, while still maintaining independent utility. For example, if an application is for improving services on three routes, each route may be separately described and prioritized so that the highest-priority portion of the application could be funded if resources are not sufficient for full project funding. If some or all of the project is already programmed using state or federal funds, the application must clearly explain if and how the scope of the project has changed since the most recent state or federal programming action, including an explanation of any differences in assumed federal funding level compared to the most recent Capital Investment Grant report or summary (if applicable). If the project is not scalable or separable, the applicant should provide background detailing why it is not practical for it to be phased or scaled.

Documentation of the basis for the costs, benefits, and schedules must be included in the project application and additional detail made available upon request. CalSTA will post basic project application information from all applications on its website prior to awarding funding. After projects are selected, CalSTA will post the status of all project applications to its website.

CalSTA encourages project applicants to carefully consider how to track the status and benefits of the proposed project, including having project budgets that allow for an appropriate level of before and after data collection and analysis (e.g., greenhouse gas reductions, diesel particulate matter reductions, increased transit service for disadvantaged community residents, etc.). This tracking could take the form of customer surveys made before and after the proposed project, specific data analysis before and after the project, or other efforts. Since this is an ongoing funding program of the state, developing lessons learned and good supporting data are critical to future program effectiveness.

## 10 Project Evaluation

Applications will receive an initial screening for completeness and eligibility. Incomplete or ineligible applications will not be evaluated.

### 10.1 Primary Evaluation Criteria

Projects will be selected through a competitive process. The primary evaluation will be based on how well a project meets the objectives of the program, as further expanded upon by the grant evaluation considerations in statute:

1. **Reduce greenhouse gas (GHG) emissions.** CARB has developed a quantification methodology for estimating greenhouse gas reductions that may occur as a result of project implementation (see Attachment 2). The inputs and assumptions behind these calculations must be thoroughly documented as part of the application. Applicants should present project elements that are scalable or separable in a manner that allows the greenhouse gas emission reductions of each element to be understood. Total cost per metric ton of carbon dioxide equivalents (MTCO<sub>2</sub>e) reduction and Transit and Intercity Capital Program funding per MTCO<sub>2</sub>e reduction will be primary elements of the evaluation for project selection. Applicants must quantify greenhouse gas reductions (see Attachment 2) and submit reporting information in accordance with the CARB's Funding Guidelines (see Attachment 1). Highly rated projects will exhibit a low cost per ton of MTCO<sub>2</sub>e reduction and will have strong documentation of the ridership and passenger mile impacts of the project.
2. **Increase ridership through expanded and improved rail and transit service (including connectivity to rail services through expanded and improved transit and/or feeder bus services, or by improving the rider experience through universal GTFS travel information and contactless open payments (such as through Cal-ITP)).** Expanding service and improved connectivity includes construction of new rail and transit infrastructure and facilities. Documentation of the assumptions and approach to estimating ridership changes is a critical component of evaluating greenhouse gas emission reductions. Highly rated projects will have significant ridership impacts relative to the project cost and well documented methodologies for establishing ridership forecasts. Projects must document the degree to which ridership growth expected over the life of the project is supported by housing policies that will support such growth, including evidence of compliance with state-required housing plans (such as an Adopted Housing Element), and may include a designation of the community as Prohousing, as determined by the Department of Housing and Community Development's [Prohousing Designation Program](#). If multiple operators benefit from or are impacted by a project, highly rated projects will document specific ridership results specific to each operator, including any reductions impacting other operators. Recognizing that transit-supportive land use decisions are a key influencing factor of ridership, projects may capture additional ridership from entitled housing projects within a half mile of transit stations that are expected to be delivered within required project outcome reporting period, even if such delivery is following project completion.
3. **Integrate the services of the state's various rail and transit operations, including integration with the high-speed rail system, and the associated integration of services between agencies to support network-wide connectivity.** Improving integration will improve connectivity and the seamlessness of the travel experience for users by eliminating points of friction during a public transportation journey. Highly rated projects will identify and address through service design and/or capital project design the opportunities to integrate services across multiple systems or corridors, where possible.
4. **Improve safety.** Projects that include specific measures to address safety for users or non-users of the transit or rail service should specifically note such project elements and the funding related to them. Such improvements may include grade separations, improved crossing protection at railroad crossings, or elements in transit stations that reduce the likelihood of pedestrian fatalities and injuries, among other safety elements. Such safety elements may also include elements that increase the safety of disadvantaged and/or vulnerable populations, including safer circulation for the elderly, mobility impaired, very young, and the vision impaired. Highly rated projects will have significant project element related to safety and will not leave major safety considerations unaddressed.

## 10.2 Secondary Evaluation Criteria

Projects will also be evaluated based on the following criteria:

1. If/how much projects contribute to the implementation of sustainable communities strategies and the reduction of vehicle miles traveled and GHGs that may not be quantitatively captured in CARB's Quantification Methodology (QM), discussed in Section 10.1.1.
  - A. Reducing vehicles miles traveled from automobiles and the number of automobile trips beyond what will be achievable via transitridership as captured in the QM and conveyed per #1 and #2 of the Primary Evaluation Criteria.
  - B. Coordinating with local governments to facilitate the location of additional employment and/or housing in the transit stop or station area (e.g., within ½-mile of the transit station or stop that will be affected by the project and the resulting low-carbon impact of such location efficiency on statewide GHG emissions relative to the status quo). This can be accomplished by using project funding to make station areas and neighborhoods walkable, bikeable, and well-integrated with existing or planned shared mobility and transit services. Evidence that will support this co-benefit will include:
    - Documentation showing the siting of projects with rail stations and major transit centers located within ½ mile of existing or planned future housing with densities that correlate with higher transit use and lower VMT per household.
    - Documentation showing alignment with state housing policies and goals that seek to increase access, reduce transportation costs, improve equity, and overcome the statewide housing crisis. Applicants can demonstrate alignment in one of two ways:
      - (a) The project will serve a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by the Department of Housing and Community Development, for one or more of the following Prohousing Policies:
        - Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1 (25 CCR 6606 [C][2]).
        - Density bonus programs which exceed statutory requirements by 10 percent or more (Sec. 6606[b][1][D]).
        - Increasing allowable density in low-density, single-family, residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot) (25 CCR 6606 [b][1][E]).
        - Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28). (25 CCR 6606[b][2][C]).

- Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial) (25 CCR 6606 [b][1][G]).
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p). (25 CCR 6606[b][1][F]).
- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs. (25 CCR 6606[b][3][E]).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre (25 CCR 6606[b][1][H]).
- Rezoning and other policies that support high-density development in Location Efficient Communities. (25 CCR 6606[c][5]).
- Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones (25 CCR 6606[b][1][B]).
- Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200 (25 CCR 6606[b][1][I]).
- Policies that go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households. (25 CCR 6606[c][4]).
- Policy that represents one element of a unified, multifaceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation (25 CCR 6606[c][1]).
- Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas (25 CCR 6606[b][3][G]).
- Adoption of ordinances or implementation of other mechanisms that result in less restrictive requirements than Government Code



sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, Development standards improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages (25 CCR 6606[b][3][B]).

- Priority permit processing or reduced plan check times for ADUs/JADUs, multifamily housing, or homes affordable to lower- or moderate-income households (25 CCR 6606[b][2][I]).

(b)The applicant engages in affordable, residential transit-oriented development on land owned or leased by the transit agency, or in conjunction with another public agency or private investor making such investments within ½ mile of one or more stations or stops served by the project. To be considered “affordable,” the development must have at least 20% of units reserved for residents with 60% or less AMI. To be “transit-oriented” the housing must be within ½ mile of a transit station or stop and have a density of at least 20 dwelling units per acre. Special consideration may be given to projects which convert surface parking facilities into housing and or job centers, if they are located within ½ mile of a transit stop.

- C. Expanding existing rail and public transit systems, to the extent not already captured in the project being applied for. Specific items that could be covered here include the expected strengthening of the existing system in a manner that will allow future investments in expansion to be considered, or the extent to which additional service may be operated due to the ridership growth achieved throughout the system due to the project, even if the specific location of the needed service increase is not yet identified. The contribution of the project to the acceleration of later phases of rail and transit projects in the region or service area may also be included in this category
- D. Enhancing the connectivity, integration, and coordination of the state’s various transit systems, including, but not limited to, regional and local transit systems and the high-speed rail system. This category should be utilized in particular if there are not specific capital investments or planning efforts called out in the project budget that invest in integration, but these benefits are still a co-benefit of the project, such as through contactless open payments or GTFS-RT traveler information systems. This category can also address integration across other modes of transportation, such as connections at/to: airports, bus terminals, ferry terminals, rail stations, active transportation infrastructure and networks, and other shared mobility options (e.g. bikeshare, scooter-share, carshare) that help transit users overcome potential first- and last-mile barriers to transit use.
- E. Investing in clean vehicle technology, including efforts that will accelerate the adoption of such technology or provide valuable research or demonstration of such technology. When buses will be funded as a part of this project, special consideration will be given to zero emission bus technology.
- F. Promoting active transportation, by investing in infrastructure, amenities, education and outreach, etc. that will increase the proportion of trips accomplished by biking and walking. This includes efforts and investments to increase the safety and mobility of bicyclists and pedestrians. Examples of how this can be accomplished includes (but is not limited to) the following:
  - Bike parking/storage at transit stations and stops
  - Open payment systems integrated with transit

- Bike lanes and sidewalks to make station areas accessible via active transportation
  - Traffic calming elements are transit stations to make walking and biking a safer and more pleasant experience
- G. Improving public health, with particular emphasis on elements benefiting the most impacted and disadvantaged communities, low-income communities, and/or low-income households. This category should include any air quality impacts of the project not included in the reduction of greenhouse gas emissions, including health benefits from improved regional air quality resulting from the project. The air pollution reductions for this item should be documented using CARB's co-benefit assessment methodologies.
2. Benefit to priority populations. The applicant must evaluate the criteria detailed by CARB (see Attachment 1) and complete the CARB benefit criteria table, to determine whether the project meets criteria for providing direct, meaningful, and assured benefits to a disadvantaged community, low-income community, and/or low-income households and address a community need pursuant the CARB's Funding Guidelines, and specifically document the manner in which all or part of the project does so. Projects that will be used by residents of disadvantaged communities, low-income communities, and/or low-income households should document the nature of such use and its degree of relevance to disadvantaged community, low-income community, and/or low-income household residents in the service areas of the operators benefiting from the project.
- A. Project applicants should be explicit on the deliberate steps they take to achieve a meaningful level of participation from disadvantaged communities, low-income communities, and/or low-income households in the planning and design of projects that are intended to address community identified priorities and needs.
  - B. As detailed in the CARB Funding Guidelines, Attachment 1, benefits to priority populations can also be demonstrated through community workforce agreements or labor agreements with unions, community-based organizations (CBOs), or other partners. The following are examples from around California that provide more background and context for applicants:
    - For transit infrastructure, Community Workforce Agreements (CWAs) are commonly used in California cities where local elected officials see them as a mechanism to maximize the economic benefits of development projects and create jobs for local residents.
    - For transit system expansion, the state's larger transit agencies (e.g., Los Angeles County Metro, BART, SFMTA, and AC Transit) regularly establish Project Labor Agreements (PLAs) for large construction projects.
    - CWAs and PLAs set standards for wages and expand training opportunities for workers, because they include use of the state-certified apprenticeship system and contributions to apprenticeship training trust funds for every hour worked. Some agencies that require PLAs for major subsidized housing developments and transit system expansion projects include targets for local hiring (turning the PLA into a Community Workforce Agreement, or CWA), set goals for apprenticeship utilization, and codify goals for participation of disadvantaged workers to expand access to women and other workers underrepresented in the construction trades.
3. The project priorities developed through the collaboration of two or more rail operators and any memoranda of understanding between state agencies (including intercity rail joint powers authorities) and local or regional rail operators.
4. Geographic equity, with particular attention by applicants in identifying efforts to address underserved communities within an applicant's region or service area. The Transportation Agency will separately apply geographic equity considerations at a statewide level.



5. Consistency with a plan or strategy contained in an adopted Sustainable Communities Strategy, as confirmed by the Metropolitan Planning Organization (MPO), or, in non-MPO regions, a regional plan that includes policies and programs to reduce greenhouse gas emissions. Especially in the case of large capital projects, inclusion in an applicable financially constrained SCS will be noted as evidence of regional funding commitment and enhanced likelihood of successful project delivery. Consistency with the 2018 State Rail Plan service and connectivity goals, if applicable. Projects that are part of a regional network and are considered regionally significant should be noted as such. All referenced documents should be included as an attachment.
6. Benefits to freight movement, consistent with the Sustainable Freight Action Plan and the goals of the California Freight Mobility Plan, if applicable. In shared passenger/freight rail corridors, use this category to document and discuss GHG reductions from a greater volume of goods movement by rail if applicable.
7. The extent to which a project has supplemental funding committed to it from non-state sources, with an emphasis on projects that leverage funding from private, federal, local or regional sources that are discretionary.
8. For expansions of service, the presence and quality of a financial plan that analyzes the financial viability of the proposed service, including the availability of any required operating financial support.

Highly rated projects will address and score highly on multiple secondary evaluation criteria, with clear documentation of claimed benefits. Clear documentation will include data related to evaluating the claimed benefits to the extent available. Agencies are encouraged to document in the secondary evaluation criteria categories of verifiable greenhouse gas reducing activities associated with a project that are not specifically captured in the primary evaluation categories and in the quantification tools provided by CARB.

### 10.3 Benefit to Priority Populations

It is a goal of this program to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of SB 535, as amended by AB 1550, the overall California Climate Investments Program funded with Cap-and-Trade auction proceeds must result in: (1) a minimum of 25% of the available moneys in the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of 5% either to projects that benefit low-income households that are outside of, but within a 1/2 mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.

Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 3.0 (CalEnviroScreen), can be found at:

<https://calepa.ca.gov/EnvJustice/GHGInvest/>

In addition to contributing benefits towards meeting or exceeding the AB 1550 investment minimums, the TIRCP has a statutory investment target for benefits to disadvantaged communities required by SB 862 (a 25% minimum). This applies across the entire program regardless of funding source. Agencies are responsible for documenting compliance with these requirements.

Investments that are eligible to be counted toward AB 1550 as projects within and benefiting disadvantaged communities will also count toward meeting the SB 862 requirements. Refer to criteria in Funding Guidelines (further referenced below) for how to demonstrate benefit.

SB 862 requires CARB, in consultation with CalEPA, to develop funding guidelines for all agencies that are appropriated monies from the GGRF. These guidelines must include a component for how administering agencies should maximize benefits for disadvantage communities. The CARB funding guidelines are referenced in Attachment 1.

Applicants must complete and submit the CARB Benefit Criteria Table with their application.

In reviewing efforts to maximize benefits to disadvantaged communities, low-income communities, and/or low-income households, CalSTA may request review of applications by an advisory panel representing such stakeholders during the evaluation of applications. The primary goal of this panel will be to review proposed efforts (both pre-application and those proposed for the post-award period) and to either confirm that the applicant efforts will help align the proposed project with stakeholder and community needs, or to recommend efforts that would allow such needs to be addressed (see items 9 and 10 in section 9 describing how such efforts may be requested and funded as part of project selection).

## 11 Project Selection Process

CalSTA will evaluate applications for compliance with the objectives of the program and rate them based on the Primary and Secondary Criteria, assigning ratings such as “High,” “Medium-High,” “Medium,” “Medium-Low”, and “Low” to the specific alignment of the project to each of the selection criteria, and also considering the cost per ton of CO<sub>2</sub>e reduction and the risks of successful project delivery. Because of the wide variety in the type and size of projects that can be funded from this program, CalSTA may group projects for the purpose of comparing the ratings of like applications or for purposes of comparing projects within a region. In addition, projects with clear phases or scalability may be evaluated for the portion of the project that would receive the highest rating if partial funding for the project is under consideration. The highest rated applications that meet the program objectives will be selected for programming, except that CalSTA may make adjustments to meet the AB 1550 goals of this program and to provide for geographic equity.

In addition to being evaluated on the aforementioned criteria and benefit to priority populations, including addressing community needs, each application will also be assessed to determine the risk associated with the project's capacity to generate, as planned, transportation and greenhouse gas emission reduction benefits (including potential sensitivity to different project benefit outcomes), and to be delivered within budget, on time, and as designed.

Additional factors to be considered include:

1. The overall need and benefit of the project in the context of its contribution to advancing later phases of the project, other aspects of a region's long-range plans or towards improving the state's interregional transportation network.
2. Project readiness and reasonableness of the schedule for project implementation, including the following:
  - A. Progress towards achieving environmental protection requirements.
  - B. The comprehensiveness and sufficiency of agreements with key partners (particularly infrastructure owning railroads) that will be involved in implementing the project.
  - C. For projects that are not fully funded through construction due to funding contingencies (such as federal or local measure funds), the timing and amount of the project's future non-committed investments.
3. The leveraging and coordination of funding from other greenhouse gas reduction programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program.  
The leveraging and coordination of funding from other private, federal, state (including SB1 funding programs like State Rail Assistance), local or regional sources, with consideration of those sources that are discretionary compared to those that are non-discretionary.

4. The alignment to the State Rail Plan, where relevant, which articulates a vision and specific service and delivery goals for coordinating schedules and physical infrastructure to deliver an integrated network by leveraging available resources.
5. The coordination of project development and delivery efforts in a regional and megaregional context to support an integrated, statewide rail and transit network. This should be articulated in the context of network integration and those agencies applying specifically for network integration funds or projects will be evaluated on their ability to describe the process for delivering an integrated project and its associated benefits.

Highly rated projects will clearly communicate a compelling need for the project in terms of specific benefits for the public and will demonstrate a high degree of project readiness with few risks related to proceeding into construction and operating services that achieve the proposed benefits once the project is completed. Most highly rated projects will have an approved environmental document. Those projects that are requesting TIRCP funds to complete the project's funding package (when combined with already committed other funds) will clearly communicate the acceleration in project delivery possible due to receipt of TIRCP funding even if the project may ultimately have been advanced with future local and state resources at a later date. Highly rated projects will quantify the benefits of such acceleration as part of the project application.

CalSTA will collaborate with other state entities when evaluating project proposals, including but not limited to: CARB, CalEPA, the California High-Speed Rail Authority, Caltrans, the Commission, the Department of Housing and Community Development, and the Strategic Growth Council.

CalSTA, or Caltrans acting on CalSTA's behalf, may request additional documentation to support statements or data provided in the applications. However, applicants should endeavor to be as clear as possible in their applications and not assume that opportunity will be provided to clarify or better support a submitted application. Supporting documentation should include spreadsheets, reports and methodology descriptions (with sources noted) when available.

Applications will proceed through a multi-step review process:

1. Basic screening for completeness and eligibility.
2. Review of application for potential subdivision into project phases or components, review and analysis of ridership and GHG quantification, and summarization of project to assist technical panel review.
3. Initial rating of projects on each primary and secondary evaluation criterion (see section 10) and other additional factors (above in this section) described in the guidelines by multi-agency technical panels.
4. Consideration of technical panel ratings, geographic equity and degree of disadvantaged and/or low-income community benefits by a senior executive panel, with potential to request additional information from subject matter experts that may result in a revised rating on one or more evaluation criteria or factors.
5. Project selection by CalSTA, taking into consideration cross-cutting and comparative selection criteria that consider overall program objectives, geographic equity and exceeding program goals for benefits to disadvantaged communities, low-income communities, and/or low-income households.

## 12 Programming

CalSTA will publish its updated 5-year Program of Projects as part of the Cycle 5 award announcement, as established in the Call for Projects, and will present it to the Commission shortly thereafter. When CalSTA releases the program, it will include a narrative for each approved project that describes that project's rating for primary and secondary criteria as well as special considerations to achieve disadvantaged and/or low-income community benefit and geographic equity. Subsequent 5-year programs are expected to be

approved by CalSTA biennially. CalSTA may call for additional applications, or adjust the existing Program of Projects between cycles, as warranted based on the level of auction proceeds.

CalSTA will develop and regularly update the Program Allocation Plan to guide the allocation of funds for the current program. The Program Allocation Plan for each fiscal year will include the amount to be funded from the TIRCP, and the estimated total cost of each project. The yearly allocation amounts will be based on the needs of separable project components and phases or based on the cash flow needs for projects that need multiple years to complete.

CalSTA will program and the Commission will allocate funding to projects in whole thousands of dollars and will include a project or project component only if it is fully funded from a combination of TIRCP and other committed funding. Funds will be considered as committed when they are programmed by CalSTA, when the agency or other funding partner with discretionary authority over the funds has made its commitment to the project by ordinance, resolution or appropriate contract vehicle. In the case of the Federal Transit Administration, recommendation of the project for funding in the *Annual Report on Funding Recommendations* for the Capital Investment Program is considered a commitment of funding. For federal formula funds, including Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, and federal formula transit funds, the funding commitment may be by Federal approval of the Federal Statewide Transportation Improvement Program. For projects seeking federal discretionary funds such as New Starts, Core Capacity, or Small Starts, the commitment may take the form of federal acceptance into Accelerated Project Delivery and Development (in the case of Small Starts) with the expectation of federal approval of an Expedited Grant Agreement, or federal approval of a project to enter Engineering (in the case of New Starts or Core Capacity) with the expectation of federal approval of a Full Funding Grant Agreement, as long as all funding, excluding TIRCP funding, is committed to the project. A project that is programmed prior to receiving federal approval for construction may be subject to deletion from the program, if federal funds are not received, federal funding is reduced or the scope of the federal commitment changes, unless other committed funding sources are identified that replace federal funding not obtained. Applicants considering a request for an award based on a commitment contingent on federal or local funds not yet awarded to the project, as described above, should anticipate the call for 2022 TIRCP projects by November 2021.

For local funding, the funding commitment may be demonstrated by inclusion of the project in a funding package, such as a sales tax measure, to be submitted to voters during this program cycle and with sufficient funding specified for the project to achieve full funding. The applicant shall provide evidence with the application that the project is included in a future funding package with funds sufficient to meet the local funding commitment when combined with other already available funds. A project that is programmed prior to receiving voter approval for project funding must succeed in receiving the voter approval, or the project may be subject to deletion from the program.

For projects with other funding partners that have entered into a contract vehicle committing their funding, access to the funding must occur before TIRCP funding will be approved for allocation to the project.

CalSTA may make an exception to its policy to only program a project if it is fully funded, if the project may be funded from a combination of TIRCP and other committed funding to allow a project to compete for funding from other greenhouse gas reduction programs (such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program) or from the Commission's Active Transportation or State Transportation Improvement Programs. A project intending to compete for funding in one of the aforementioned programs should indicate, if applicable, the separable elements to be funded from that source. A project that is programmed prior to receiving a commitment of funding from one of the aforementioned programs must receive the funding commitment no later than in the fiscal year in which the project is requesting a TIRCP allocation. If the project does not receive funding from that program and the project does not have separable elements, the project may be subject to deletion from the program.

If a project does not receive their anticipated federal, local or other funding commitments, CalSTA may

delete the project from the program and consider selection of projects or components of projects that were highly rated but not selected due to lack of sufficient funds from previous rounds of TIRCP applications as long as the project is still viable and deliverable consistent with prior cycle programming and demonstrates acceptable levels of benefits with the most current quantification methodologies.

If, prior to seeking a Commission allocation, an award recipient does not make adequate progress to implement an awarded project in a timely manner or incurs delays through the action or inaction of the recipient, subrecipient or 3rd party associates, the project may be deleted from the TIRCP program. An applicant may resubmit a deleted project for consideration in future funding cycle. All current projects are subject to review prior to the Call for Projects to determine whether they are making adequate progress towards implementing the originally awarded project scope.

### **13 Allocations and Project Delivery**

When an agency is ready to implement a project or project component, the agency will submit an allocation request through Caltrans' Division of Rail and Mass Transportation (DRMT). Allocation requests are expected to adhere to the preparation schedule established by Caltrans Office of California Transportation Commission Liaison (OCTCL) along with any additional time required for CalSTA's review and approval of a recommendation to the Commission for an allocation of funds. For planning by an award recipient, the time required from the submittal and approval of an allocation request can range from 60 to 90 days prior to date of a scheduled Commission meeting.

Caltrans will review the request and determine whether to recommend the request to the Commission for action. The Commission will consider the allocation of funds for a project only when it receives an allocation request with a recommendation from Caltrans and consistent with the TIRCP Program Allocation Plan. The recommendation will include a determination of project readiness, completion of funded phases that require completion prior to proceeding into the next phase, the availability of appropriated funding, and the availability of all identified and committed funding needed to support the specific allocation request. When Caltrans develops the project's construction allocation recommendation(s), the Commission expects Caltrans to certify the project's plans, specifications and estimates are complete, right-of-way clearances are achieved, and all necessary permits and agreements (including railroad construction and maintenance) are executed.

In compliance with Section 21150 of the PRC, the Commission will not allocate funds for design, right-of-way, or construction prior to documentation of environmental clearance under the California Environmental Quality Act and all needed environmental documents are provided for a Commission E-Resolution. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act (NEPA). Exceptions to this policy may be made in instances where federal law allows for the acquisition of right-of-way prior to completion of NEPA review. If requested by the Commission, Caltrans will assist Commission staff in the preparation of agenda items presenting environmental documents to the Commission.

Projects that are awarded funding for network integration are to be allocated under the construction phase, unless such efforts are part of a task within an earlier phase of work. If allocated as a separable work effort, at the time of allocation, an agency must either environmentally clear the network integration work, usually with a Notice of Exemption, or provide a written statement certifying that the network integration project is exempt.

CalSTA will request the Commission approve the allocation, if the funds are available as determined by CalSTA and Caltrans, and the allocation is necessary to implement the project as included in the adopted TIRCP Program Allocation Plan and Program of Projects. If there are insufficient program funds to approve an allocation, CalSTA may delay the recommendation to allocate funds to a project until a future fiscal year without requiring a Commission action. Agencies should not request Commission allocations unless prepared to award contracts related to the allocation within six months. Funds available following the deletion of a project may be re-awarded and allocated to a programmed project advanced from a future



fiscal year or to a project amended into the program.

Details and instructions for the allocation, transfer and liquidation of funds allocated to implementing agencies are included in the Procedures for Administering Local Grant Projects in the State Transportation Improvement Program:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

The TIRCP is a reimbursement program for costs incurred. Costs incurred prior to Commission allocation and, for federally funded projects, federal project approval (i.e. Authorization to Proceed), are not eligible for reimbursement. Moreover, contracts against which reimbursements from TIRCP will be sought may not be awarded prior to funding allocation without specific pre-approval by CalSTA and approval of a Letter of No Prejudice by the Commission. For the procurement of rolling stock and buses, the exercising of an option or the certification of funds for TIRCP funded contract elements after Commission action may be considered to meet the milestone for contract award, provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Confirmation of this approach should be sought prior to seeking an allocation of funds.

Caltrans will execute all appropriate contractual agreements with the implementing agency, under its delegated authority from CalSTA. These agreements may include project specific conditions required by CalSTA's award announcement and will be based on the awarded scope of work, schedule for completion and expected outcome of the project.

Prior to the completion of project design, an agency may propose to CalSTA modifications to the proposed project in order to achieve the same or greater level of benefits or reduced costs. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation. For funds allocated for construction phase contracts, including rolling stock procurement, will have an expenditure timeline of 36 months after the award of a contract to complete (accept) the contract unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.

Additional details relevant to the Commission's Allocation Policy can be found in Resolution G-20-61 on the Commission's website.

### **13.1 Letter of No Prejudice**

An agency may apply for a Letter of No Prejudice (LONP) for a project or for any component of a project included in the approved Program of Projects. Statutory authority is provided in Section 75225 of the PRC as added by SB 9. The Commission as authorized by statute adopted guidelines for approval of LONPs for specific programs, including the Transit and Intercity Rail Capital Program. All LONP requests must follow the Commission's currently adopted LONP guidelines. Any request for an LONP will be submitted through Caltrans for concurrence by CalSTA and Commission approval.

If an LONP is approved by the Commission, it allows the implementing agency to award a 3<sup>rd</sup> party contract(s) and advance a project by expending its own funds (incur reimbursable expenses) for any component of the project that is the subject of the LONP prior to allocation. The amount will be reimbursed if all the following conditions are met:

1. The project or project component for which the letter of no prejudice was requested has commenced and the expenditures have been incurred.
2. The expenditures are eligible for reimbursement in accordance with applicable laws and procedures. If expenditures made by the lead applicant agency are determined to be ineligible, the state has no obligation to reimburse those expenditures.

3. The agency complies with all legal requirements for the project, including the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000)).
4. There are moneys in the GGRF or from SB 1 revenues designated for the program that are sufficient to make the reimbursement payment.

### **13.2 Multiyear Funding Agreement**

An agency may apply to CalSTA for a multiyear funding agreement. Statutory authority is provided in Section 75224 (d) of the PRC. Any such agreements shall be implemented in cooperation with the Commission. If approved by CalSTA, the multiyear funding agreement would operate similar to a federal Full Funding Grant Agreement, wherein an agency may receive an allocation and implement a project at risk, with receipt of future state revenue dependent on legislative appropriation and/or receipt of program SB 1 revenue or Cap-and-Trade auction proceeds. The state would not be responsible for any borrowing costs an agency may incur, or other costs, allocated with the timeline of state revenue availability. Pursuant to Section 75224, the multiyear funding agreement would be for an amount of program money and for any duration, as determined jointly by the CalSTA and the applicant. CalSTA may agree to a duration that exceeds the five-year programming cycle, if deemed helpful in completing large transformative capital projects. Other requirements for the program will be included in the multiyear funding agreement as determined by CalSTA in cooperation with the applicant and the Commission.

### **13.3 Project Delivery Deadline Extensions and Timely Use of Funds**

Once an awardee has been allocated TIRCP funding, funds are subject to the Commission's timely use of funds policy and for the construction phase, awardees are expected to execute the third-party contract within six months of the allocation. Under CalSTA concurrence and with Commission formal action, an extension may be granted for the period of contract award, project completion or project reimbursement if it finds that an unforeseen or extraordinary circumstance has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance.

There are separate deadlines, for award of a contract, for project completion and project reimbursement and each project component has its own deadlines.

All requests for project delivery deadline extensions should be submitted by the agency responsible for project delivery to Caltrans at least 60 days prior to the specific deadline for which the particular extension is requested (e.g., 60 days prior to June 30 to request the extension of allocation deadlines). The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review extension requests and provide a recommendation to CalSTA for concurrence and then submit to the Commission for formal approval.

After the Commission allocation, any costs incurred for eligible work will not be reimbursed until the appropriate agreements (Master Agreement and Project Supplement/Amendment) with the local agency have been executed and must remain in effect over the time required to complete capital improvements, implement services and fulfill the reporting requirements of benefits and outcomes associated with the award.

## **14 Project Reporting**

As a condition of the project selection and allocation, the implementing agency must submit to Caltrans quarterly reports on the activities and progress made toward implementation of the project and a final delivery report. The purpose of the reports is to ensure that the project achieves the goals of the program, is executed in a timely fashion, and is within the scope and budget identified when the decision was made

to fund the project.

Recordkeeping and reporting requirements will apply through the life of the project. All recordkeeping and reports must be consistent with the reporting requirement, quantification methodologies and records retention periods developed by CARB (see Attachments 1, 2 and 3). At a minimum, agencies must report on all projects selected for funding, progress on each funded project, and the benefits (GHG and co-benefits) achieved. Implementing agencies should note that additional Project Outcome Reporting may be required and is subject to modification based on the evolving needs of the program. Caltrans may provide assistance through Cal-ITP on real-time information and payments to streamline reporting requirements. For projects benefiting disadvantaged communities, low-income communities, and/or low-income households, reports must identify and include metrics to demonstrate the benefits being achieved and how community needs are being met, consistent with CARB's Funding Guidelines. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low-income communities, and/or low-income households.

Consistent with CARB's Funding Guidelines, local agencies will now be required to report on job co-benefits, in addition to all other reporting requirements. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of application, applicants are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the semi-annual reporting process.

Within one year of the project becoming operable, or a later time period if approved by CalSTA, the implementing agency must provide a final delivery report to Caltrans which includes:

1. The scope of the completed project as compared to the programmed project.
2. Performance outcomes derived from the project as compared to those described in the project application. This should include before and after measurements and estimates (ridership/service levels, greenhouse gas reductions included updated estimates the greenhouse gas reductions over the life of the project, benefit to disadvantaged communities, low-income communities, and/or low-income households, project co-benefits, etc.), and an explanation of the methodology used to quantify the benefits.
3. Before and after photos documenting the project.
4. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households.
5. Its duration as compared to the project schedule in the project application.

For all projects other than components that fund limited-term operations of new and expanded transit service, annual reporting on outcomes will continue for 36 months after becoming operational (i.e., vehicle or equipment is operational, or construction is complete and transit service is operational). The metrics to be reported vary by project type as shown in the table below.

<b>Capital Improvements that Result in New or Expanded Transit Service or Increase Mode Share on Existing Transit Service</b>		
<b>Metric</b>	<b>Unit</b>	<b>Method</b>
Tracking dates of data submission	mm/dd/yyyy	n/a
Days of operation per year	Days/year	Evaluation of service schedule



Average daily ridership	Unlinked trips/day	Ridership survey (conducted by city, county, district/authority, metropolitan planning organization, non-profit, or academia), ticket and transit pass sales, automatic passenger counter, driver counts, etc.
<b>New Vehicle(s) for Existing Transit Service</b>		
<b>Metric</b>	<b>Unit</b>	<b>Method</b>
Tracking dates of data submission	mm/dd/yyyy	n/a
Fuel/energy consumption or vehicle miles traveled	Gallons/year by fuel type, kWh/year, scf/year, or vehicle miles traveled/year	Evaluation of fueling, utility, mileage, or other operating records
Range in fuel/energy consumption or annual vehicle miles traveled		

Upon request from the implementing agency, Caltrans may consider requests to delay reporting on before and after or other performance outcome data until two years after project operation if similar data is requested by the Federal Transit Administration or if the agency deems such delay would improve the reliability of the report.

For the purpose of this section, a project becomes operable when the construction contract is accepted or acquired equipment is received.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of TIRCP projects to evaluate the performance of the project, determine whether project costs incurred and reimbursed are in compliance with the executed project agreement or approved amendments thereof; state and federal laws and regulations; contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the executed project agreement or approved amendments thereof. A report on the projects audited must be submitted by the auditing agency to CalSTA.

## 15 Project Administration

Caltrans will administer the TIRCP consistent with these guidelines and all applicable Commission and Caltrans policies and procedures for the administration of similar grant programs.

Projects awarded funding from TIRCP are expected to document and publicize the Transit and Intercity Rail Capital Program in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, the California State Transportation Agency as the program sponsor, and the Greenhouse Gas Reduction Fund and SB 1 program as fund sources, as applicable, in order to ensure transparency regarding the funding of the project. Additional details will be provided to program award recipients.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by Caltrans and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or the CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final

closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the grant for any reason at any time if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the grantee which affects performance of this or any other grant agreement or contract entered into with the State. If a grant is terminated, the agency may be required to fully or partially repay funds from the TIRCP.

## 16 Project Expenditures

Caltrans and CalSTA reserve the right to ask any agency to complete a Cash Flow projections form. The form includes collecting the subtotal for Greenhouse Gas Reduction Fund, Project Approval & Environmental Document, Plans, Specifics & Estimates, Right of Way and Construction. For more information on retrieving the Cash Flow form, please contact [tircpcomments@dot.ca.gov](mailto:tircpcomments@dot.ca.gov).

## **Attachment 1: CCI Funding Guidelines for Administering Agencies**

### **Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households**

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in [AB 398](#) and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "[priority populations](#)"), among other statutory requirements.

Additional information can be found at the following CARB websites:

<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

## **Attachment 2: Quantification Methodology**

### **CCI Quantification, Benefits, and Reporting Materials**

Administering agencies must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

Note: Quantification methods have been developed specifically for each GGRF programs and are not intended for use in other programs.

Additional information can be found at the following CARB website:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

### **Attachment 3: Co-benefit Assessment Methodology**

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

<https://ww2.arb.ca.gov/resources/documents/ci-methodologies>

## **Attachment 4: California Transportation Commission – Transit and Intercity Rail Capital Program Allocation Policy Resolution G-20-61**

### **CALIFORNIA TRANSPORTATION COMMISSION TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM ALLOCATION POLICY Resolution G-20-61**

In accordance with Public Resources Code 75220(C), the California Transportation Commission (Commission) shall allocate funding to applicants pursuant to the program of projects approved by the California State Transportation Agency (CalSTA) for the Transit and Intercity Rail Capital Program. The Commission recognizes that the approved program of projects is expressed in more detail with regards to project component, phase and fiscal year of implementation in the Transit and Intercity Rail Capital Program Allocation Plan (which is regularly updated as approved projects progress through development). These two documents are collectively referred to here as the “Program.” Allocations made by the Commission follow the timely use of funds provisions that are consistent across all funding programs under the Commission’s purview.

To provide consistency in the programming of state transportation funds, the total award to each project component should be listed in the Transit and Intercity Rail Capital Program in the fiscal year(s) in which the project component will be implemented. If a project is expected to require multiple contracts for any component, each contract should be programmed separately. All project allocation requests that come before the Commission must be consistent with the Program.

The following describes how the Commission intends to manage Transit and Intercity Rail Capital Program allocations:

1. Allocations will be made to the full programmed amount for each project component. If a project will require multiple construction contracts, allocations will be made to the full programmed amount for each contract. The Commission will consider the allocation of funds for a project when it receives an allocation request with a recommendation from the California Department of Transportation (Caltrans). The recommendation should include a determination of project readiness, the availability of appropriated Transit and Intercity Rail Capital Program funding, and the availability of all other committed funding. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation or the Commission approves a time extension subsequent to the allocation. For funds allocated for construction, including rolling stock procurement, the implementing agency has up to 36 months after the award of a contract, to complete (accept) the contract unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.
2. The Commission will approve the allocation if the funds are available and the allocation is necessary to implement the project or project component included in CalSTA’s approved 5-Year Transit and Intercity Rail Capital Program. For projects that are ready to advertise, the Commission expects Caltrans to certify that a project’s plans, specifications and estimates are complete, environmental and right-of-way clearances are secured, and all necessary permits and agreements (including railroad construction and maintenance) are executed. For the procurement of rolling stock, the Commission may consider the exercising of an option or the certification of funds for contract elements as meeting the milestone for

contract award provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Construction allocations for projects or project components not ready for advertisement will not be placed on the Commission's agenda for allocation approval. In compliance with Section 21150 of the Public Resources Code, the Commission will not allocate funds for design, right-of-way, or construction prior to documentation of environmental clearance under the California Environmental Quality Act. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act. The implementing agency must not award the contract for a project or project component until the Commission has allocated the funds for the project. Any changes to the scope of a project or project component after the allocation of funds to the project or project component must be approved in advance by the Commission.

3. CalSTA may change the timeline for the allocation of a project component based on changes in project delivery needs. These changes will be communicated in updates to the Program. The Commission may grant the extension of a deadline for award of a contract, for expenditures for project development or right-of-way, for project completion, and for project reimbursement. The Commission may grant a deadline extension if it finds that an unforeseen and extraordinary circumstance beyond the control of the agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance, and in no event will be longer than 20 months. All requests for project delivery deadline time extensions shall follow the Caltrans time extension process in order to be included in the Commission's agenda. The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review all time extension requests and make a recommendation to the Commission for approval.
4. Caltrans is responsible for managing the cash flow needed to match the Transit and Intercity Rail Capital Program's resources to projects or project components that have received Commission allocations, in accordance with the terms of CalSTA delegated authority and approval.
5. After allocation, Caltrans is responsible for managing project delivery and reimbursements in cooperation with the implementing agencies, in accordance with the terms of CalSTA delegated authority and approval.

## **APPENDIX B RECIPIENT'S RESOLUTION**



**RESOLUTION NO. 2022 - 3703**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO SUBMIT AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE TRANSIT AND INTERCITY RAIL PROGRAM OF THE CALIFORNIA STATE TRANSPORTATION AGENCY (CalSTA)**

**WHEREAS**, the City of Wasco wishes to apply for and receive an allocation of funds through the 2022 Transit and Intercity Rail Program; and

**WHEREAS**, the California State Transportation Agency, herein referred to as "CalSTA," has issued a Notice of Funding Availability (NOFA) for the 2022 Transit and Intercity Rail Program (TIRP), created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion; and

**WHEREAS**, the legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle. Pursuant to the statute, CalSTA is authorized to approve funding allocations for the program, subject to the terms and conditions of the NOFA and program application forms.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wasco authorizes the submittal of application(s) to CALSTA for Transit and Intercity Rail Program for which the city is eligible.

**BE IT FURTHER RESOLVED** that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Wasco all grant documents, including but not limited to applications, agreements, amendments, reports, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

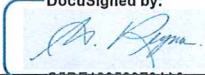
**BE IT FURTHER RESOLVED** that these authorizations are effective for five (5) years from the date of adoption of this resolution.

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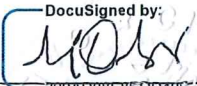
**I HEREBY CERTIFY** that the foregoing Resolution No. 2022 - 3703 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 15, 2022, by the following vote:

**COUNCIL MEMBERS:**

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

DocuSigned by:  
  
C8DE139539F34A0...  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** 2/18/2022

DocuSigned by:  
  
290AD08E8EDD40F...  
**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  
Luis Villa, Public Works Director

**DATE:** October 18, 2022

**SUBJECT:** Accept the latest rate analysis proposal and authorize staff to mail and print notices for Proposition 218 hearing on December 20, 2022.

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### **Recommendation:**

Staff recommends that the City Council accept rate analysis information regarding potential future water and sewer rate schedules subject to a Proposition 218 public hearing on December 20, 2022, and provide further direction to the consultant and Staff.

### **Discussion:**

The City of Wasco engaged Lechowicz & Tseng Municipal Consultants (L&T) to complete a comprehensive utility rate study for the water and sewer enterprises. The primary objective of the study is to recommend utility rates that ensure the continued financial health and stability of the City's Water and Wastewater Enterprise funds While mitigating the impact of any proposed rates on customers. The study period covers rate adjustments beginning January 1, 2023, through July 1, 2026, and an emergency drought rate option. L&T last presented rate options to City Council on August 30, 2022, received direction from City Council and Staff, and made minor revisions to the proposed rates.

Both utilities are generating positive net revenues and have healthy reserves (\$11.3M in the Water Enterprise and \$3.5M in the Sewer Enterprise). Neither utility has outstanding debt, and major Water Enterprise capital improvement projects will likely be funded via grant funding at no cost to the ratepayers. It is recommended that both the Water and Sewer Enterprises implement minor, inflationary revenue increases each year to keep up with continuing cost increases. It is recommended that the City revise its utility rate structures to more equitably recover costs and to conform with State water conservation guidelines. To mitigate early year rate structure changes, it is proposed that the water utility spend down about \$2.3M of available reserves. Rate mitigation is not recommended for the sewer utility as proposed rate impacts are minor.

The proposed rates will be subject to Proposition 218, and a majority protest proceeding is anticipated to be held on December 20, 2022. As a result of the presentation of the

rate study, the staff is requesting direction to move forward and print and mail the Prop 218 notices.

**Fiscal Impact:**

No immediate fiscal impact.

**Attachments:**

1. Prop 218 Notice
2. Wasco Draft Report



**Notice to Property Owners and Customers of Record of Public Hearing**

**Regarding Proposed Water and Sewer Rate Changes  
Hearing Date & Time December 20, 2022, at 6:00 p.m.**

**Hearing Location:  
Wasco City Council Chambers  
746 8th St  
Wasco, CA 93280**

November 04, 2022

**Why are you receiving this notice?**

The City of Wasco (the “City”) is mailing this notice to you because you are a utility customer directly liable for payment of water or sewer service fees or are the owner of record of a property that receives these services. This notice describes proposed **rate changes** to be assessed to recover the cost of providing water and sewer services to City customers and provides a notice of a public hearing to be held on **December 20, 2022**, regarding these proposed changes. At the public hearing, City Council will review the amount of the proposed rates as well as the methodology used to calculate the rates and assign rates to customers.

Monthly utility service fees are the primary source of revenue used to pay for water and sewer operations that provide services to customers. Expenses for those services include but are not limited to, operations and maintenance, major and minor capital improvements, administration, as well as costs related to prudent long-term operational, capital planning, and financial management of the systems. Financial management would include maintaining adequate fund reserves and planning for contingencies.

**Why are rate adjustments needed?**

The City has not adjusted its water and sewer rates in many years. Water rates were last increased in 2015 and sewer rates were last increased in 2007. Rate adjustments are primarily needed to reconfigure the rates to more fairly recover costs based on how customers take service.

The City’s current water rates consist of a minimum fee that includes a base allotment of water plus a volume rate for water used over the allotment. The cost of the minimum fee and the amount of water included in the allotment vary based on customer type (residential, multifamily, irrigation, etc.). Over the allotment, all customers pay the same rate per unit of water consumed. Water usage is billed based on units of hundred cubic feet (ccf). One ccf equals 748 gallons.

It is proposed that the City keep the same concept of a minimum fee plus a volume rate but decrease the amount of water included in the minimum fee over the next five years. The vast majority of residential water use is within the base allotment (about 90%) and very few residential customers are billed the volume rate. By decreasing the water allotment for all customers, the City will encourage conservation and more fairly bill lower water usage customers who don’t use all the water in the allotment. Senate Bill (SB) 606 / Assembly Bill (AB) 1668 require water purveyors to achieve average indoor consumption of 52.5 gallons per day (gpd) per capita by 2025 and the ultimate target is 50 gpd per capita by 2030. At the end of the 5-year rate plan, the City’s water allotment will roughly equal the statewide indoor water usage target for single family residential customers. The water allotment for non-residential customers is also proposed to gradually decrease and eventually equal typical efficient indoor usage.

A schedule of drought rates is also proposed to be adopted by the City. Drought rates would only be implemented by City Council if the Governor declares a water shortage emergency. Under drought conditions, the minimum fee and usage allotment would remain the same, but water use above the minimum allotment would pay a higher rate.

Sewer rates are determined based on customer service costs as well as the amount of wastewater flow and pollutants flushed into the sewer system. The City's sewer rates were last increased in 2007 and wastewater flow and pollutant estimates are out of date. Residential customers are proposed to receive less than 2% annual increases to their wastewater bills. Some non-residential customer rates are proposed to increase while others are proposed to decrease. Customers receiving decreases were found to discharge lower amounts of wastewater flow and pollutants in recent years. The sewer rates for large industrial customers are not proposed to be adjusted via this notice. Industrial customers have service agreements with the City that govern their rates and fees.

### **What do the new rates look like?**

Table 1 identifies the water rate adjustments that are set to be assessed over the next five years. Table 2 shows the proposed sewer rate adjustments. Several categories of sewer classes are proposed to be eliminated because no customers take service under those categories. As shown, an initial rate adjustment is to become effective on January 1, 2023. Annual rate adjustments to become effective on July 1<sup>st</sup> of each of the following four years are also shown. The City reserves its authority to record or enforce a lien on properties.

### **How do you file a protest or participate in the public hearing?**

The provisions of Proposition 218 provide that certain types of "Property Related Fees" such as water and sewer rates are subject to a "majority protest" process. If protests are filed on behalf of a majority of the parcels subject to the rates the City cannot adopt the proposed rates. Under the majority protest process, any property owner or customer of record may submit a written protest for the proposed increases; provided, however, that only one protest will be counted per identified parcel.

#### **Every written protest MUST include ALL of the following to be counted:**

- 1. A statement that it is a protest against the proposed charge that is the subject of the hearing.**
- 2. Name of the record owner or customer of record who is submitting the protest;**
- 3. Identification of assessor's parcel number, street address, or utility account number of the parcel with respect to which the protest is made;**
- 4. Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.**

Written protests may be submitted to the City Clerk by:

- 1. Delivery to the City Clerk's Office at 746 8th Street, Wasco, CA, 93280 during published business hours; or**
- 2. Mail to City Clerk at 746 8th Street, Wasco, CA 93280.; or**
- 3. Written protest can be submitted during the public hearing by placing protests in the City's Mailbox located at City Hall 746 8th street, Wasco Ca 93280 prior to the conclusion of the public hearing.**

Regardless of how the written protest is submitted, it must be received by the City prior to the conclusion of the public comment portion of the Public Hearing. **(Postmark dates will not be accepted.)** Any protest submitted via e-mail or other electronic means will not be accepted.

Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, that the enclosed protest is for the Public Hearing on the Proposed Rate Changes - Water and Sewer Service.

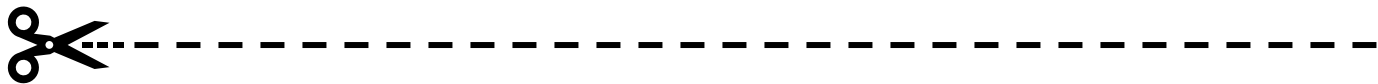


The City will hold a public hearing on **December 20, 2022, at 6pm**. City Council will review the amount of the rates as well as the methodology for calculating the proposed rates. The City Council will hear and consider all written and oral protests to the proposed rate changes at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, there will be no more written protests accepted and no more testimony taken and the City Council will consider adoption of the proposed rates described in this notice. If written protests against the proposed rates, as outlined above, are presented by a majority of property owners or customers of record, the City Council will not be authorized to impose the proposed rates at this meeting and a separate meeting will be scheduled to validate the submitted protests and determine a final count. If written protests against the proposed rates, as outlined above, are not presented by a majority of property owners or customers of record, the City Council will be authorized to impose the proposed rates. If adopted, the rates will be in effect on the dates shown in Table 1 and Table 2.

If you have any questions about the proposed rate changes or would like to see more information about data used for the rate study, please contact the City Clerk at 661- 758-7215 or by email at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) during normal business hours. Additional information and documents related to the proposed rate changes can be found on the City of Wasco's website at [www.cityofwasco.org](http://www.cityofwasco.org)

A protest form is provided below. If you would like to protest the proposed rates, fill in the form and mail it to:

City Clerk: Proposed Rate Changes - Water and Sewer Service  
746 8th street, Wasco CA 93280



I, \_\_\_\_\_ submit this protest vote to oppose the proposed  
[print full name of person on solid waste bill or property owner]

water and sewer rate change by the City of Wasco on behalf of the following property:

\_\_\_\_\_  
[Service address or Assessor's Parcel Number (APN) of property]

I declare under penalty of perjury under the laws of the State of California by my signature below, that the information I provided on and in connection with this form is true and correct. I also understand that any false statements or deliberate omissions on this form may subject me to legal actions for fraudulent misrepresentation.

Signed, \_\_\_\_\_  
[Sign here]

\_\_\_\_\_  
[Date]

**TABLE 1: Proposed Monthly Water Rates**

Use Category	Current Monthly Base Volume (ccf)	Minimum Service Fee	PROPOSED Service Fees									
			January 1, 2023		July 1, 2023		July 1, 2024		July 1, 2025		July 1, 2026	
			Base Volum e	Minimum Service Fee	Base Volum e	Minimum Service Fee	Base Volum e	Minimum Service Fee	Base Volum e	Minimum Service Fee	Base Volum e	Minimum Service Fee
Single Family Residential	25	\$28.60	21	\$29.38	17	\$27.55	13	\$25.72	10	\$23.89	7	\$20.23
Multi-Family Residential, 2 Units	30	\$34.32	25	\$35.10	21	\$33.07	17	\$31.04	13	\$29.01	9	\$24.93
Multi-Family Residential, 3-4 Units	45	\$51.48	39	\$52.26	33	\$50.55	27	\$48.84	22	\$47.13	17	\$43.73
Multi-Family Residential, 5-8 Units	70	\$80.08	62	\$80.86	54	\$79.54	46	\$78.22	38	\$76.90	30	\$74.28
				\$138.0				\$131.3				
Multi-Family Residential, 9-20 Units	120	\$137.27	106	5	92	\$134.70	78	5	64	\$128.00	50	\$121.28
Multi-Family Residential, 21-40 Units				\$343.9				\$348.8				
Units	300	\$343.17	270	5	240	\$346.42	210	9	180	\$351.36	150	\$356.28
				\$343.9				\$348.8				
Multi-Family Residential, 41+ Units	300	\$343.17	270	5	240	\$346.42	210	9	180	\$351.36	150	\$356.28
Commercial	20	\$22.88	17	\$23.66	14	\$22.03	11	\$20.40	8	\$18.77	5	\$15.53
General	30	\$34.32	25	\$35.10	20	\$32.13	15	\$29.16	11	\$26.19	7	\$20.23
				\$138.0				\$131.3				
Industrial	120	\$137.27	106	5	92	\$134.70	78	5	64	\$128.00	50	\$121.28
				\$138.0				\$131.3				
Institutional	120	\$137.27	106	5	92	\$134.70	78	5	64	\$128.00	50	\$121.28
Irrigation	80	\$91.52	70	\$92.30	60	\$89.64	50	\$86.98	40	\$84.32	32	\$78.98
<b>ALL CUSTOMERS - Volume Rate for Use Over Base Volume (\$/ccf)</b>		<b>\$4.03</b>		<b>\$1.50</b>		<b>\$1.81</b>		<b>\$2.12</b>		<b>\$2.43</b>		<b>\$2.72</b>

ccf – one hundred cubic feet; one ccf = 748 gallons

**Drought rates \$/ccf (minimum service fees and base volumes remain the same)**

Drought Stage	January 1, 2023	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
20% Water Cutback	\$1.78	\$2.14	\$2.51	\$2.88	\$3.22
30% Water Cutback	\$1.97	\$2.38	\$2.79	\$3.20	\$3.58
40% Water Cutback	\$2.23	\$2.70	\$3.16	\$3.62	\$4.05



**TABLE 1: Proposed Monthly Sewer Rates**

Customer Category	Current	PROPOSED				
		January 1, 2023	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Single-Family Residences	\$23.78	\$24.43	\$25.08	\$25.73	\$26.38	\$27.05
Apartment/Mobile Home Park (per dwelling unit)	\$23.78	\$24.43	\$25.08	\$25.73	\$26.38	\$27.05
Bakery, Theater, and Deli	\$58.44	\$58.79	\$59.14	\$59.49	\$59.84	\$60.19
Ball Park	\$8.71	\$9.29	\$9.87	\$10.45	\$11.03	\$11.60
Barber and Beauty Shops	\$34.68	\$14.92	\$15.30	\$15.69	\$16.09	\$16.50
Bars (without dining)	\$75.91	\$11.11	\$11.39	\$11.68	\$11.98	\$12.29
Car Wash	\$92.34	\$94.20	\$96.06	\$97.92	\$99.78	\$101.64
Churches	\$15.29	\$15.86	\$16.27	\$16.69	\$17.12	\$17.56
Commercial Cleaners	\$129.96	\$57.98	\$59.47	\$60.99	\$62.55	\$64.15
Convenience Store	\$17.26	\$20.68	\$24.10	\$27.52	\$30.94	\$34.36
Doctor and Dentist Offices	\$30.35	\$34.80	\$39.25	\$43.70	\$48.15	\$52.59
Food Market (per 1,000 sq ft)	\$7.88	\$8.03	\$8.18	\$8.33	\$8.48	\$8.63
Hospitals (per bed)	\$15.29	\$15.86	\$16.27	\$16.69	\$17.12	\$17.56
Laundromats	\$298.70	\$327.55	\$356.40	\$385.25	\$414.10	\$442.93
Meeting or Convention Halls	\$8.71	\$9.29	\$9.87	\$10.45	\$11.03	\$11.60
Mortuaries						
(a) with embalming facilities	\$86.67	Proposed to be eliminated				
(b) without embalming facilities	\$8.71	\$9.29	\$9.87	\$10.45	\$11.03	\$11.60
Motion Picture Theaters	\$58.44	\$58.79	\$59.14	\$59.49	\$59.84	\$60.19
Office Buildings (each office unit)	\$8.71	\$9.29	\$9.87	\$10.45	\$11.03	\$11.60
Park (w/ wading pool)	\$15.29	\$15.86	\$16.27	\$16.69	\$17.12	\$17.56
Pool Halls	\$58.44	\$11.11	\$11.39	\$11.68	\$11.98	\$12.29
Printing and Publishing	\$13.17	Proposed to be eliminated				
Auto Repair Shops and Service Stations						
(a) without wash racks	\$30.35	\$8.18	\$8.39	\$8.61	\$8.83	\$9.06
(b) with wash racks	\$69.41	\$17.25	\$17.69	\$18.14	\$18.60	\$19.08
Restaurants	\$166.61	\$167.36	\$168.11	\$168.86	\$169.61	\$170.35
Retail Shop	\$8.71	\$10.48	\$10.75	\$11.03	\$11.31	\$11.60
Schools (per avg daily attendance; charged annually)						
(a) grammar	\$9.02	\$9.12	\$9.22	\$9.32	\$9.42	\$9.52
(b) high school/junior high school	\$10.91	\$11.11	\$11.31	\$11.51	\$11.71	\$11.92
Public Swimming Pool	\$0.83	Proposed to be eliminated				
Potato Shed	\$1.07	Proposed to be eliminated				
Septage Receiving Station	\$91.50	Proposed to be eliminated				



## STAFF REPORT

### CITY OF WASCO

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Nancy Vera, Human Resources Manager

**DATE:** October 18, 2022

**SUBJECT:** Adopt a Resolution Appointing Mario Juarez as an Extra Help Retired Annuitant under Government Code Sections 7522.56 and 21224 and approving employment agreement with a compensation of \$23.5194 per hour and a length of term not to exceed 960 hours per CalPERS Rules.

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#### **Recommendation:**

Staff recommends approval of the resolution appointing Mario Juarez as an Extra Help Retired Annuitant under Government Code Sections 7522.56 and 21224 and approving employment agreement with a compensation of \$23.5194 per hour and a length of term not to exceed 960 hours per CalPERS Rules.

#### **Discussion:**

Mario Juarez retired from a CalPERS-covered employer. As the City contracts with the Public Employees Retirement System (CalPERS), Mr. Juarez is a CalPERS retired annuitant. Government Code (GC) Section 7522 requires a 180-day waiting period before a retired annuitant can be employed by a CalPERS agency unless the nature of the employment meets one of the exceptions and is approved via resolution by the governing body. In this case, the nature of Mr. Juarez's recommended appointment will be as an extra help retired annuitant. Mr. Juarez possesses the specialized skills and certifications needed to perform this work, and this appointment qualifies for an exception under Government Code Section 21224. CalPERS extra help retired annuitants qualify for this exemption based on their role performing work of limited duration (no more than 960 hours per fiscal year), such as the elimination of backlogs, limited-term special project work, or work in excess of what regular permanent staff can do.

The Transit Driver position is critical to maintaining the ongoing efforts of the Transit Division. Mr. Juarez possesses the required specialized skills and certifications to fill the Transit Driver position. Mr. Juarez can fill in as necessary for special events and perform work in excess of what regular permanent staff can do. Mr. Juarez's employment will prevent undue hardship on regular staff members' workload.

**Fiscal Impact:**

The fiscal impact is equivalent to the hourly rate established in the Salary Schedule for July 1, 2022 – June 2023 for a Transit Bus Driver under the non-exempt pay schedule. No benefits would be provided with this position. Funding for this extra help assignment is available in the Transit budget, and no additional funding is required.

**Attachments:**

1. Resolution
2. Temporary Part-Time Employment Contract

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

**A RESOLUTION OF THE CITY COUNCIL OF WASCO APPOINTING MARIO JUAREZ AS AN EXTRA HELP RETIRED ANNUITANT UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21224 AND APPROVING EMPLOYMENT AGREEMENT WITH A COMPENSATION OF \$23.5194 PER HOUR AND A LENGTH OF TERM NOT TO EXCEED 960 HOURS PER CALPERS RULES.**

**WHEREAS**, the City Council Approval of a Resolution to appoint Mario Juarez as an Extra Help Retired Annuitant performing the duties of the Transit Driver under Government Code Section 21224; and

**WHEREAS**, Approving employment agreement with a compensation of \$23.5194 per hour. The compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate. The length of the term is not to exceed 960 hours per CalPERS rules; and

**WHEREAS**, the City Council, the City of Wasco, and Mario Juarez certify that Mario Juarez has not and will not receive any other benefit incentive, compensation in lieu of benefit, or other forms of compensation in addition to this hourly pay rate.

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

**SECTION 1:** The City Council hereby approves the appointment of Mario Juarez as an Extra Help Retired Annuitant.

**SECTION 2:** Authorizes the City Manager or designee to endorse the agreement.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022 -        was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 18, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

**EMPLOYMENT AGREEMENT NO. \_\_\_\_\_**  
**CITY OF WASCO EXTRA HELP RETIRED ANNUITANT UNDER GOVERNMENT**  
**CODE SECTIONS 21224**

This Extra Help Agreement (“Agreement”) is made by and between the City of Wasco, a California municipal corporation, (“the City”) and Mario Juarez, a Retired CalPERS Annuitant and individual (“Annuitant;” collectively, “the parties”). The effective date of this Agreement shall be the date that the Agreement is approved by the City Council.

**RECITALS**

- A. The City desires to employ the services of the Annuitant as an extra help retired annuitant due to his specialized skills and knowledge to perform the activities that require the special skill set the retired annuitant possesses, under the terms and conditions set forth herein and Government Code sections 21224 and 7522.56, and Annuitant is agreeable to the employment;
- B. Annuitant represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the assignment.
- C. The City and Annuitant both desire to comply with the CalPERS legal requirements and to separately contract for extra help and project work that requires the above-specialized skills and/or knowledge;
- D. Government Code sections 21224 and 7522.56, which are incorporated in this Agreement, authorize Annuitant’s employment as a person with specialized skills needed in performing work of limited duration, provided, among other things, that (1) the appointment does not exceed a combined total of 960 hours per fiscal year, (2) the compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties divided by 173.333 to equal an hourly rate, and (3) the retired annuitant does not receive any benefits, incentive, compensation in lieu of benefits, or other forms of compensation in addition to the hourly pay rate; and
- E. In connection with and contingent on Employee’s acceptance of employment in the assignment, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

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

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

**2.     HIRE; COMMENCEMENT OF EMPLOYMENT.**       The City hereby hires Annuitant as an extra help retired annuitant subject to the terms and conditions of this Agreement,

effective as of the date that it is approved by the City Council or the Annuitant's first day of work in the assignment, whichever is later.

**3. TERM OF EMPLOYMENT.** The Term of this Agreement shall be effective October 18, 2022, and shall terminate automatically on June 30, 2023. Employment is temporary, at-will, and may be terminated with or without cause and with or without notice at any time by the Annuitant or the City. The City and Annuitant agree that this agreement shall be valid and applicable to all assignments within the scope set forth herein and shall be valid and applicable until it expires by its own terms on June 30, 2023, until Annuitant has reached the 960-hour limitation, or until it is terminated by either of the Parties.

**4. AT-WILL EMPLOYEE.** Annuitant understands that he is an employee "at will" under California law. Annuitant understands that, except as specifically controlled by this Agreement, Annuitant holds this position and continues in employment at the pleasure of the City. The annuitant understands that Annuitant may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Annuitant from Annuitant's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Annuitant to resign from employment with the City.

**5. DUTIES AND AUTHORITY.** Pursuant to this Agreement, Annuitant shall temporarily perform the functions of this position, exercise the full powers, and perform the duties described above, as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Annuitant shall exercise such other powers and perform such other duties as the City Manager or City Manager's designee may require from time to time.

**6. HOURS OF WORK.** Annuitant is expected to devote the necessary time to the business of the City. The work schedule is generally consistent with those necessary to fulfill the obligations required for the assignment. Annuitant understands and acknowledges that the nature of the assignment is such that the Annuitant's presence and the performance of the Annuitant's duties will, from time to time, be required outside of normal business hours, including meetings, training, and emergencies that may arise. However, pursuant to Government Code section 21224(a) and section 7522.56(d), Annuitant is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to the Annuitant consistent with the City's workload and other needs. If Annuitant's annual hours are approaching 960, then the City retains the right to summarily suspend Annuitant's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Annuitant does not exceed the maximum hours allowed by this Agreement. The annuitant will be responsible for keeping track of all hours worked on a daily time sheet form provided by the City and is responsible for ensuring that he does not exceed 960 hours in the fiscal year.

**7. PLACE OF EMPLOYMENT.** Annuitant shall perform the duties of the assignment remotely with the potential for scheduling of in-house assignments based on the

request of the City Manager, which at that time of the execution of the Agreement is 746 8<sup>th</sup> Street, Wasco, California. The City may, from time to time, require Annuitant to travel to other locations as necessary to discharge the Annuitant's duties and or the duties/requirements of the assignment.

8. **RESIDENCY WAIVED.** The City waives any requirement that the Annuitant's residency within the City of Wasco is a term or condition of the Annuitant's employment.

9. **COMPENSATION AND BENEFITS.**

A. **Compensation:**

(1) **Compensation.** The City shall pay Annuitant at the rate of \$23.5194 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City's publicly available pay schedule and publicly-available employment agreements. Payments will be made on regularly scheduled City payroll dates and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Annuitant's services under this Agreement.

(2) **Exempt Position.** The position is exempt from FLSA overtime pay requirements. This extra help employment generally will not exceed 40 hours per week. The City, through the City Manager, or his/her designee, will assign the Annuitant hours to work. Due to the nature of the position, it is understood that the work day and work week hours may exceed beyond a typical 8-hour day and/or a 40-hour work week. All hours worked by a retired annuitant will be reported to CalPERS. These hours will be included in the 960-hour per fiscal year limitation for all retired annuitants (GOV § 7522.56(d))

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

B. **Employment Benefits.** Other than the compensation described above, Annuitant will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Annuitant understands and agrees that Annuitant is not, and will not be eligible to receive any benefits from the City, including any City group plan for the hospital, surgical or medical insurance, city retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage.

(1) **No Membership in Bargaining Unit.** Annuitant understands that Annuitant is not a member of any bargaining unit and is not covered by the terms of any Memorandum of



Understanding with any represented or unrepresented group of City employees.

(2) No Property Right in Employment. Annuitant understands and agrees that the terms of Annuitant's employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Annuitant further understands and agrees that Annuitant acquires no property interest in his employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Annuitant can be terminated at any time for any reason or for no reason), and that Annuitant is not entitled to any pre- or post-deprivation administrative hearing or other due processes upon termination or any disciplinary action.

**10. EMPLOYMENT OF A RETIREE.** Annuitant understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer by temporary appointment to a position not to exceed 960 hours in any fiscal year for all such employers; whether (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. In the event Annuitant is providing services to any other CalPERS public agency employer during the term of this Agreement, Annuitant must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Annuitant is performing for that other public agency to ensure that the maximum number is not exceeded.

**11. CONFLICT OF INTEREST.** Annuitant agrees that during the term of this Agreement, Annuitant will not maintain any financial interest or engage in any other contract employment, occupation, work endeavor, or association, whether for compensation or not, that would in any way conflict with or impair Annuitant's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing. Annuitant agrees to disclose whether Annuitant is performing work for any other CalPERS public agency employers.

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

**13. REVIEW.** Annuitant acknowledges that he has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement; Annuitant acknowledges and agrees that Annuitant has been provided with the time, and has had the opportunity, to consult with others of Annuitant's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Annuitant acknowledges that any agreement not to do so was Annuitant's and Annuitant's alone. Annuitant acknowledges and agrees that he has made an independent judgment regarding the financial and legal effects of

this Agreement and has not relied on any representation by the City, or its officers, agents, or employees other than those expressly set forth in this Agreement. It is agreed and acknowledged by the Parties that in making this Agreement, Annuitant will hold the City, its elected officials, officers, employees, agents, attorneys, and assigns harmless in the event CalPERS or any other person or entity in any way challenges this Agreement, including but not limited to, challenges to Annuitant's entitlement to CalPERS' benefits or seeks Annuitant's reinstatement into active CalPERS membership and/or recovery of retirement benefits already paid. Annuitant shall indemnify and defend the City for the payment of any employee and employer contributions to CalPERS related to the Annuitant's post-retirement earnings, as well as for the payment of any administrative or other penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

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

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

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

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

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

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

**This Agreement, which consists of six (6) pages in twenty (20) numbered sections, with a**

separate page for the parties' signatures on the sixth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

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

**ANNUITANT**

**CITY OF WASCO**

\_\_\_\_\_  
Mario Juarez

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date:

Date:



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager

**DATE:** October 4, 2022

**SUBJECT:** Adopt a Resolution Approving Police Department Start-Up Positions and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023.

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### **Recommendation:**

Staff recommends adopting a Resolution Approving Police Department Start-up Positions and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023.

### **Discussion:**

As directed by the City Council, Staff is moving forward with research, planning, and actions leading to the establishment of a City of Wasco Police Department. As currently defined, the steps proposed are:

- 1) **Establish a Start-up Team:** Hiring a Chief of Police is a critical first step in this process. Once in place, the Chief of Police and City Manager will proceed with hiring a Police Lieutenant and PD Records Administration position. This Start-up Team will focus on each of the complex steps necessary to successfully expedite the start-up of the Department. Estimated Duration: 2-3 Months.
- 2) **Positions, Policy and Municipal Code, Approvals, and Budget:** The Start-up Team will research, draft, and present for Council Approval a number of new PD staff positions, proposed Department Policies, and additions and modifications to the Wasco Muni Code. The Team will also secure all needed Federal, State, and regional approvals for the establishment of the Department, including PSAP 911/radio/dispatch. Finally, the Team will develop and present to Council an Operating Budget, Capital Budget, and anticipated funding sources, including General Fund/Measure X, the transition of the current KCSO expenditures, and various grant opportunities. Estimated Duration: 2-3 Months.
- 3) **Timeline, Recruitment, Equipment Acquisition, Build-out, and Transition:** With an approved budget in place, a finalized timeline will be developed for the transition from KCSO Contract Police Services to the Wasco Police Department. This step will include the procurement of equipment and physical changes/additions to the office space currently occupied by KCSO. During this time, subject to recruitment

and procurement results, a detailed transition plan will be developed in cooperation with KCSO. Estimated Duration: 6-12 Months.

- 4) **Go-Live:** Upon successful completion of all transition plan requirements, the Wasco Police Department will go live and assume law enforcement duties for the City.

**Establishing the Start-up Team will require:**

- 1) Approval of three new positions for Chief of Police, Police Lieutenant, and PD Records Administrator will be assigned to the Police Department. Each position will require an approved Pay Range.
- 2) The City of Wasco Salary Schedule will require an amendment to include these positions.
- 3) Wasco's existing CalPERS "Safety" group must be validated and perhaps updated to a competitive contract formula, distinct from the other CalPERS contract(s).
- 4) Appropriation of sufficient funding to cover compensation, equipment, and expenses through early 2023 when the mid-year budget review and adjustments are completed. The Finance Director recommends the creation of a new Police Division within the General Fund for this appropriation.

The City Council approved the Salary Schedule for the 2022- 2023 Fiscal Year as outlined by the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1, which define compensation earnable for State, School, and Public Agency members. Section 570.5 of the California Code of Regulations (CCR) further clarified compensation earnable on July 6<sup>th</sup>, 2022.

Staff recommends Council approval of the following additions to the Salary Schedule:

Position	Category	Compensation Range
Chief of Police	Director-Annual	Contract: \$133,500 - \$164,500
Police Lieutenant	Director-Annual	Contract: \$94,053 - \$120,038
PD Records Administrator	Non-Exempt/Confidential	Range 37: \$51,549 - \$65,792

The legacy CalPERS Safety contract for Wasco uses a 2% at 55 formula and a PEPPRA New Members for Police at 2% at 57. Staff recommends Council authorize the City Manager and Human Resources Manager to solicit additional plans to be presented for Council review and possible approval. The First Level – Police plan is not competitive with current plans at most other public safety departments, including formulas such as Safety Members — 3% at 55, Safety Members — 3% at 50, and Safety Members — 2.7% at 57.

The adopted FY 2022-23 Operating and Capital budgets did not anticipate Police Department start-up activity and therefore do not contain funding appropriations. Start-up operations through June 30, 2023, are estimated as follows:

Personnel	Fully burdened start-up staff, including all benefits.	\$ 330,169
Capital Expense	Equipment, vehicles, software, premise improvements, etc.	\$ 232,500
Administrative Overhead	Recruitment, background, policy development, and on-boarding.	\$ 34,667
<b>Total Appropriation</b>		<b>\$ 597,336</b>

The costs related to public safety expenditures are eligible for ARPA funding.

### **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.
- To make necessary investments in general government essential services.

To maintain transparency and continuity, staff recommends the creation of a Police Department division within the General Fund where revenues will be received, and expenditures will be charged. As such, ARPA funds will be transferred to the new Police Department division.

Staff recommends an appropriation of \$600,000.00 from the current ARPA Fund balance to the new Police Department division in the General Fund.

### **Fiscal Impact:**

This item proposes the creation and funding of a new Police Department division within the General Fund. Fiscal impact to the General Fund during this start-up period is offset by appropriating and transferring ARPA Fund into the General Fund in the amount of \$600,000. Future Operational and Capital funding will be presented for Council review during the FY 2022-23 mid-year review and FY 2023-24 budget process.

### **Attachments:**

1. Resolution
2. Salary Schedule

## RESOLUTION NO. 2022 -

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A POLICE DEPARTMENT START-UP POSITION, JOB DESCRIPTION AND PAY RANGE, AMENDED SALARY SCHEDULE, CALPERS SAFETY PLAN, AND BUDGET APPROPRIATIONS**

**WHEREAS**, the City Council wishes to establish a City of Wasco Police Department start-up team; and,

**WHEREAS**, three new positions and Salary Schedule pay ranges are required for the start-up team, including Chief of Police, Police Lieutenant, and Police Department Records Administrator assigned to the Police Department; and

**WHEREAS**, in order to meet CalPERS requirements for publicly available pay schedules, the City Council must approve a salary schedule for all City positions (including elected and appointed positions), independent from the salary schedules included in the memorandum of understanding with employee groups or employment agreements; and

**WHEREAS**, Title 2, §570.5 of the California Code of Regulations establishes certain requirements for a publicly available pay schedule, and the City of Wasco must comply with Government Code § 20636(B)(1) and Title 2, §570.5 of the California Code of Regulations; and

**WHEREAS**, the Legacy CalPERS Safety contract for Wasco uses a 2% at 55 formula and a PEPPRA New Members for Police at 2% at 57the CalPers Safety group is to be confirmed/modified; and,

**WHEREAS**, the appropriation of \$600,000.00 ARPA Funds to the new Police Department division of the General Fund is required to cover compensation, equipment, and expenses for the remainder of FY 2022-2023.

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

**SECTION 1:** the City Council of the City of Wasco approves three new positions, Chief of Police, Police Department Records Administrator, and Police Lieutenant, and the Salary Schedule pay ranges.

**SECTION 2:** the City Council authorizes the City Manager or his designee to start the recruitment process for the Chief of Police.

**SECTION 3:** the City Council authorizes the City Manager or his designee to solicit additional CalPERS Safety plans.

**SECTION 4:** the City Council authorizes the City Manager or his designee to appropriate ARPA Funds to the new Police Department division in the General Funds.

-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 October 18, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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



**CITY OF WASCO  
POSITION & SALARY RANGE LIST  
EFFECTIVE 07/01/2022 - 06/30/2023**

DIRECTOR - ANNUAL			
		MINIMUM	MAXIMUM
City Manager	Contract		\$180,250
Deputy Public Works Director(s)	Contract	\$94,053.44	\$120,038.66
Police Lieutenant	Contract	\$94,053.44	\$120,038.66
Assitant City Manager	Contract	\$94,053.44	\$120,038.66
Finance Director	Contract	\$104,573.69	\$133,465.47
Community Development Director	Contract	\$104,573.69	\$133,465.47
Public Works Director	Contract	\$104,573.69	\$133,465.47
Police Chief	Contract	\$133,465.47	\$162,347.25

ELECTED OFFICIALS - MONTHLY	
City Council Member	\$ 300
City Clerk/Treasurer	\$ 60

MID MANAGEMENT - EXEMPT PAY SCHEDULE - BIWEEKLY										ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F	STEP A	STEP F
Senior Planner	6	\$2,665.21	\$2,798.46	\$2,938.39	\$3,085.30	\$3,239.57	\$3,401.53	\$69,295.46	\$88,439.78	33.3151	42.5191		
City Project Manager	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888		
Chief Building Official	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888		
Human Resources Manager	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888		
Sanitation Superintendent	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888		
Accounting Manager	12	\$3,091.52	\$3,247.84	\$3,412.44	\$3,585.32	\$3,766.57	\$3,957.44	\$80,379.52	\$102,893.44	38.6440	49.4680		
Administrative Manger	18	\$3,584.40	\$3,763.62	\$3,951.79	\$4,149.39	\$4,356.85	\$4,574.70	\$93,194.40	\$118,942.20	44.8050	57.1838		

Non-Exempt Bi-Weekly Pay Schedule										ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F	STEP A	STEP F
Utility Technician	23	\$ 1,403.21	\$ 1,473.37	\$ 1,547.04	\$ 1,624.39	\$ 1,705.62	\$ 1,790.90	\$36,483.46	\$46,563.40	17.5401	22.3863		
Animal Shelter Service Worker	23	\$ 1,403.21	\$ 1,473.37	\$ 1,547.04	\$ 1,624.39	\$ 1,705.62	\$ 1,790.90	\$36,483.46	\$46,563.40	17.5401	22.3863		
Animal Control Officer	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194		
Facilities Maintenance Technician I	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194		
Transit Bus Driver	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194		
Mechanic I	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074		
Street Maintenance Technician I	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074		
Water Operator-In-Training	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074		
WWTP Operator-In-Training	27	\$ 1,548.87	\$ 1,626.32	\$ 1,707.63	\$ 1,793.00	\$ 1,882.65	\$ 1,976.80	\$40,270.69	\$51,396.80	19.3609	24.7100		
Street Sweeper Operator I	27	\$ 1,548.87	\$ 1,626.32	\$ 1,707.63	\$ 1,793.00	\$ 1,882.65	\$ 1,976.80	\$40,270.69	\$51,396.80	19.3609	24.7100		
Street Maintenance Technician II	28	\$ 1,587.60	\$ 1,666.98	\$ 1,750.32	\$ 1,837.85	\$ 1,929.74	\$ 2,026.22	\$41,277.60	\$52,681.72	19.8450	25.3278		
Billing and Collections Specialist I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610		
Mechanic II	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610		
Administrative Assistant I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610		
Facilities Maintenance Technician II	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610		
Sanitation Worker I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610		
Wastewater Collections Specialist I	30	\$ 1,667.97	\$ 1,751.37	\$ 1,838.94	\$ 1,930.91	\$ 2,027.43	\$ 2,128.80	\$43,367.22	\$55,348.80	20.8496	26.6100		
Water Operator I	30	\$ 1,667.97	\$ 1,751.37	\$ 1,838.94	\$ 1,930.91	\$ 2,027.43	\$ 2,128.80	\$43,367.22	\$55,348.80	20.8496	26.6100		
Administrative Assistant II	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753		
Wastewater Plant Operator I	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753		
Sanitation Worker II	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753		
Payroll/AP Specialist	32	\$ 1,752.41	\$ 1,840.03	\$ 1,932.03	\$ 2,028.64	\$ 2,130.07	\$ 2,236.57	\$45,562.66	\$58,150.82	21.9051	27.9571		
Executive Assistant I	33	\$ 1,796.22	\$ 1,886.03	\$ 1,980.33	\$ 2,079.35	\$ 2,183.32	\$ 2,292.48	\$46,701.72	\$59,604.48	22.4528	28.6560		
Billing and Collections Specialist II	34	\$ 1,841.13	\$ 1,933.18	\$ 2,029.84	\$ 2,131.33	\$ 2,237.90	\$ 2,349.79	\$47,869.38	\$61,094.54	23.0141	29.3724		
Water Operator II	34	\$ 1,841.13	\$ 1,933.18	\$ 2,029.84	\$ 2,131.33	\$ 2,237.90	\$ 2,349.79	\$47,869.38	\$61,094.54	23.0141	29.3724		
Police Service Technician	36	\$ 1,934.33	\$ 2,031.04	\$ 2,132.59	\$ 2,239.22	\$ 2,351.18	\$ 2,468.73	\$50,292.58	\$64,186.98	24.1791	30.8591		
Wastewater Plant Operator II	36	\$ 1,934.33	\$ 2,031.04	\$ 2,132.59	\$ 2,239.22	\$ 2,351.18	\$ 2,468.73	\$50,292.58	\$64,186.98	24.1791	30.8591		
Human Resources Analyst I	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308		
Sanitation Supervisor	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308		
Streets Supervisor	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308		
Staff Accountant	38	\$ 2,032.25	\$ 2,133.86	\$ 2,240.56	\$ 2,352.58	\$ 2,470.22	\$ 2,593.73	\$52,838.50	\$67,436.98	25.4031	32.4216		
Water Operator III	38	\$ 2,032.25	\$ 2,133.86	\$ 2,240.56	\$ 2,352.58	\$ 2,470.22	\$ 2,593.73	\$52,838.50	\$67,436.98	25.4031	32.4216		
Building Inspector I	40	\$ 2,135.13	\$ 2,241.89	\$ 2,353.96	\$ 2,471.68	\$ 2,595.26	\$ 2,725.03	\$55,513.38	\$70,850.78	26.6891	34.0629		
Code Compliance Officer I	40	\$ 2,135.13	\$ 2,241.89	\$ 2,353.96	\$ 2,471.68	\$ 2,595.26	\$ 2,725.03	\$55,513.38	\$70,850.78	26.6891	34.0629		
Assistant Planner	41	\$ 2,188.50	\$ 2,297.93	\$ 2,412.83	\$ 2,533.47	\$ 2,660.14	\$ 2,793.15	\$56,901.00	\$72,621.90	27.3563	34.9144		
Code Compliance Officer II	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821		
GIS Specialist	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821		
Wastewater Plant Operator III	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821		
Associate Planner	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991		
Water Supervisor	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991		
Wastewater Supervisor	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991		
Information Technology & Marketing Specialist	46	\$ 2,476.12	\$ 2,599.91	\$ 2,729.92	\$ 2,866.42	\$ 3,009.73	\$ 3,160.23	\$64,379.12	\$82,165.98	30.9515	39.5029		