

AGENDA

Regular City Council Meeting,

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

Tuesday, December 6, 2022 – 6:00 pm. Council Chambers 746 8th Street, Wasco, CA 93280 www.cityofwasco.org

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may participate in person or 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 not on the agenda or on a specific item on the agenda may be made in person or via email to cityclerk@cityofwasco.org no later than 4:00 p.m. December 6, 2022. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment unrelated to a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. December 6, 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 Mayor Reyna

4) INVOCATION: by Pastor Manuel Cantu, Lifehouse Church

5) PRESENTATIONS:

a. Recognition for Pastor Manuel Cantu, Lifehouse Church, and Pastor Paul Hernandez, Freewill Baptist Church

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 <u>limited to two (2) minutes</u>. 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 \$ 769,000.59
- b. Receive and File the Investment Report for the month ended October 31, 2022.
- **c.** Adopt a Resolution Approving the City Annual Calendar dates for Regular Meetings of the City Council, Identify Observed Holidays, the Fridays City Offices will be Closed, and Regular Meetings of the Planning Commission for January through December 2023 for the 2023 Calendar Year.
- d. Adopt a Resolution Authorizing the Submittal of an Application for the Beverage Container Recycling City/County Payment Program and Related Authorizations from the California Department of Resources Recycling and Recovery (CalRecycle) and Authorize the City Manager or his designee the Signing Authority to Execute all Documents to Implement and Secure Payment.
- **e.** Approval of Travel Expenses Exceeding \$500.00 for the City Clerk and Executive Assistant 1/Deputy City Clerk to attend the U.S. Department of Transportation Safety Institute Transit Supervisor Certification Training on January 30, 2023 February 3, 2023, in South San Francisco, CA.
- f. 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 for All Animals and Appropriating the Funds.

- g. Adopt a Resolution to Authorize the City Manager to Enter into an Agreement between the City of Wasco and Advanced Applied Engineering, Inc., Infrastructure Engineers to Complete the City's 2024-2032 Housing Element Update.
- h. Adopt and Waive the Second Reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.08 of the City of Wasco Municipal Code Relating to Fire Prevention Regulations, and Adopting by Reference the California Code of Regulations Title 24, Part 9, 2022 Edition of the California Building Standards Code.
- i. Adopt and Waive the Second Reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.04 of the City of Wasco Municipal Code Relating to Building Code Regulations, and Adopting by Reference the California Code of Regulations Title 24, Parts 1-6 and 8-12, 2022 Edition of the California Building Standards Code.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

a. Approve a resolution authorizing the City Manager to execute an Employment Contract with Charlie Fivecoat to serve as Wasco Chief of Police and authorize a title correction and reposting of the City of Wasco Salary Schedule. (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:
- 18) CLOSED SESSION ACTION:
- 19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on December 1, 2022, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.

MW

Maria O. Martinez, City Clerk

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

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

If you need special assistance to participate in this meeting, please get in touch with 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.





Council meeting: December 06, 2022

WARRANTS	AMOUNTS
A110922	3,514.93
G110922	150,900.59
G110722	1,748.75
G100222	125.00
G111622	68,154.19
G111422	4,023.06
WF103122	23,257.60
A113022	23,629.38
G112822	32,093.86
G113022	461,553.23 Verified By:
Grand Total	769,000.59 Finance Directo

Isarel Perez-

Digitally signed by: Isarel Perez-Hernandez DN: CN = Isarel Perez-Perez-Hernandez email = Isperez@cityofwasco. Pate: 2022.12.01 10: 19:09 -08'00'

	A	В	С	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	A110922	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/31/22	5243	MEDICAL CHECK RUN 10/31/22	3,514.93
2	A110922 Total						3,514.93
3	G110922	PG & E COMPANY	85	07511140290 10/28/22	24354	UB COW VEHICLES PARKING 1400 J ST 10/28/22	203.98
4	G110922	PG & E COMPANY	85	44600014086 11/06/22	24354	UB CENTRAL AVE & HWY 46 NW 11/06/22	105.53
5	G110922	PG & E COMPANY	85	28673832979 10/28/22	24354	UB 747 G ST WELL#14 10/28/22	28,264.27
6	G110922	PG & E COMPANY	85	121973257	24366	20214 LIGHTING PROJECT FROM 1st-5th Street	15,835.60
7	G110922	AMAZON CAPITAL SERVICES, INC	4968	1DKG-RYC9-3CD7	24331	OFFICE SUPPLIES FOR CITY HALL	104.45
8	G110922	AMAZON CAPITAL SERVICES, INC	4968	1GQM-KNFX-KYL9	24331	23016 TONE GENERATOR & PROBE KIT/COVER SECURITY CAMERA	113.65
9	G110922	AMAZON CAPITAL SERVICES, INC	4968	1VXX-GY4V-9GW4	24331	23016 2 WALL MOUNTABLE HEAVY DUTY	446.82
10	G110922	AMAZON CAPITAL SERVICES, INC	4968	1X1L-X4JN-9CKF	24331	Nameplates for council meetings	34.56
11	G110922	AMAZON CAPITAL SERVICES, INC	4968	13XD-WRP9-9T69	24331	OFFICE SUPPLIES FOR CITY HALL	25.40
12	G110922	AMAZON CAPITAL SERVICES, INC	4968	14WG-LWXH-K6DQ	24331	Employee Appreciation Event 2022	19.47
13	G110922	AMAZON CAPITAL SERVICES, INC	4968	193D-X3RN-641K	24331	Security Camera Cover Dome	22.72
14	G110922	AMAZON CAPITAL SERVICES, INC	4968	1TLY-P74W-6V4D	24331	Laptop Backpack purchased for City Clerk Martinez	32.46
15	G110922	PACE ANALYTICAL SERVICES, INC	5694	B460884	24353	WW SAMPLE TEST: 9/29/22 INFLUENT MONITORING	76.02
16	G110922	PACE ANALYTICAL SERVICES, INC	5694	B461086	24353	WTR SAMPLE TEST: 10/11/22 BACTERIOLOGICAL	106.43
17	G110922	PACE ANALYTICAL SERVICES, INC	5694	B461087	24353	WTR SAMPLE TEST: 10/11/22 WELL #8 & #11 BACTERIOLOGICAL	30.41
18	G110922	PACE ANALYTICAL SERVICES, INC	5694	B461229	24353	WW SAMPLE TEST: 9/20/22 INFLUENT MONITORING	166.16
19	G110922	PACE ANALYTICAL SERVICES, INC	5694	B461729	24353	WW SAMPLE TEST: 10/20/22 INFLUENT MONITORING	76.02
20	G110922	CITY OF WASCO-UB PAYMENTS	1875	694115	24337	UB 810 8TH ST 09/15/22-10/15/22	56.44
21	G110922	CITY OF WASCO-UB PAYMENTS	1875	699268	24337	UB 810 8TH ST (LF) 11/01/22-11/30/22	15.80
22	G110922	CITY OF WASCO-UB PAYMENTS	1875	694117	24336	UB 801 8TH ST 09/15/22-10/15/22	91.52
23	G110922	CITY OF WASCO-UB PAYMENTS	1875	694155	24337	UB 1445 12TH STREET (SAL) 09/15/22-10/15/22	46.32
24	G110922	CITY OF WASCO-UB PAYMENTS	1875	694504	24336	UB 800 BLK CENTRAL 09/15/22-10/15/22	91.52
25	G110922	CITY OF WASCO-UB PAYMENTS	1875	694507	24336	UB 1100 CENTRAL AVE LLMD 09/15/22-10/15/22	91.52
26	G110922	CITY OF WASCO-UB PAYMENTS	1875	694509	24336	UB 1500 BLK OF CENTRAL 09/15/22-10/15/22	428.03
27	G110922	CITY OF WASCO-UB PAYMENTS	1875	694650	24336	UB 764 E STREET (ANNEX) 09/15/22-10/15/22	121.56
28	G110922	CITY OF WASCO-UB PAYMENTS	1875	699305	24336	UB 764 E STREET (ANNEX) (LF) 11/01/22-11/30/22	182.21
29	G110922	CITY OF WASCO-UB PAYMENTS	1875	694718		UB 847 F STREET (PW SHOP) 09/15/22-10/15/22	121.56
30	G110922	CITY OF WASCO-UB PAYMENTS	1875	694758	24336	UB 1300 BLK FILBURN09/15/22-10/15/22	344.20
31	G110922	CITY OF WASCO-UB PAYMENTS	1875	695160		UB NW MAPLE/MARGALO LLMD 2006-1 09/15/22-10/15/22	91.52

	Α	В	С	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
32	G110922	CITY OF WASCO-UB PAYMENTS	1875	695161	24336 UB MAPLE/GI	ROMER LLMD 2006-1 09/15/22-10/15/22	258.77
33	G110922	CITY OF WASCO-UB PAYMENTS	1875	695209	24337 UB 2700 BLK	MONDAVI CT 09/15/22-10/15/22	91.52
34	G110922	CITY OF WASCO-UB PAYMENTS	1875	695278	24337 UB 1500 BLO	CK OF PALM 09/15/22-10/15/22	91.52
35	G110922	CITY OF WASCO-UB PAYMENTS	1875	695286	24337 UB 2100 BLK	PALM 09/15/22-10/15/22	91.52
36	G110922	CITY OF WASCO-UB PAYMENTS	1875	695288	24337 UB 400 N BLC	OCK OF PALM LLMD 2006-1 09/15/22-10/15/22	91.52
37	G110922	CITY OF WASCO-UB PAYMENTS	1875	695290	24336 UB 1700 BLK	OF PALM #A 09/15/22-10/15/22	184.21
38	G110922	CITY OF WASCO-UB PAYMENTS	1875	695316		PECAN ST 09/15/22-10/15/22	91.52
39	G110922	CITY OF WASCO-UB PAYMENTS	1875	695319	24336 UB PENELOPE	LLMD 2006-1 09/15/22-10/15/22	91.52
40	G110922	CITY OF WASCO-UB PAYMENTS	1875	695387		POPLAR 09/15/22-10/15/22	91.52
41	G110922	CITY OF WASCO-UB PAYMENTS	1875	695388		POPLAR #A 09/15/22-10/15/22	91.52
42	G110922	CITY OF WASCO-UB PAYMENTS	1875	695444	24336 UB 2500 BLK	OF POSO DR. LLMD6- 09/15/22-10/15/22	91.52
43	G110922	CITY OF WASCO-UB PAYMENTS	1875	395448	24336 UB 2700 BLK	OF POSO AVE LLMD06-01 09/15/22-10/15/22	91.52
44	G110922	CITY OF WASCO-UB PAYMENTS	1875	695479		PROSPERITY 2006-1 09/15/22-10/15/22	532.00
45	G110922	CITY OF WASCO-UB PAYMENTS	1875	695617		OF MARGALO 09/15/22-10/15/22	113.69
46	G110922	CITY OF WASCO-UB PAYMENTS	1875	695822		OF WILLOW 09/15/22-10/15/22	91.52
47	G110922	JEFFRIES BROS., INC	140	116618	24348 10 QT OF PRO		46.38
48	G110922	JEFFRIES BROS., INC	140	116779		EN: 200 GAL OF HYDRAULIC FLUID	2,478.93
49	G110922	JEFFRIES BROS., INC	140	116981CT	24348 OCT 2022: FU		19,272.10
50	G110922	CLARK PEST CONTROL	117	31819824		6 8TH & 1445 12TH PEST CONTROL SERVICE	217.00
51	G110922	INFOMART, INC.	4345	954900	24347 OCT 2023:BA		133.35
52	G110922	COUNTRY AUTO & TRUCK, INC.	3008	738213	24340 DISPOSAL #17		388.62
53	G110922	ODP BUSINESS SOLUTIONS, LLC	5759	270779584001	24352 OFFICE SUPPL		95.13
54	G110922	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2674	24358 ADS: ELECTIO		39.00
55	G110922	TRADICIONES MARKETS, INC	5259	468 OCT 2022		8 UB PAYMENTS TRANSACTIONS	84.24
56	G110922	SOUTHERN CALIFORNIA GAS COMPANY	1438	10/01/22-11/01/22		L 10/01/22-11/01/22	4,634.20
57	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32114SC		2022 IT Managed Srvcs Agreement Billing	2,747.33
58	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32116		ackupCentric-Unmanaged for OCT 2022	940.11
59	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32195		ning switch upgrade project- Oct 2022 billing	1,735.00
60	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32197		Network Switch at Animal Control	807.50
61	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32198	24341 Maintenance		362.50
62	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32199	24341 Mitel Confere	· · · · · · · · · · · · · · · · · · ·	570.00
63	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32200		To Network - Meeting Zach & David	285.00
64	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32201		vater SCADA Updates-Meeting Zach & Scott	190.00
65	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32202		oplication was pointing old COW-LF-01	285.00
66	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32203		era adding to existing VMS	237.50
67	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32204		e to Upgrade ESXi Due To Management Controlled	1,045.00
68	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32205		ne with an agent:COW-TCM-01.CI.WASCO.	145.00
69	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32206		Rights-Sergio-Code Compliance Security	332.50
70	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32207	24341 Can't Access H		190.00
70	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32208		vater SCADA Meeting with ASPECT	1,092.50
71 72	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32209		Automatic update has failed	1,092.50
72	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32210		Computers in AD - for Neomi	142.50
74	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32211	24341 Bi-Monthly M	· · · · · · · · · · · · · · · · · · ·	870.00
75	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32212	<i>'</i>	D not Syncing with Microsoft Azure Act	72.50
	G110922	DIAMOND TECHNOLOGIES, INC.	2724	32213	24341 User login Err		108.75
76	G110922	FED EX	123	7-936-51164	24341 OSER TOGRIT ETT		48.15
77 78	G110922	READYREFRESH BY NESTLE	4027	02J0033487406		6/22: 5409 7TH ST DRINKING WTR SERVICE	73.33
	G110922	CINTAS CORPORATION NO. 3	4480	4135754102	24335 UNIFORM SER		479.28
79		ASPECT ENGINEERING	5829	22257			4,526.00
80	G110922 G110922	BANK UP CORPORATION	4259	5349	24332 23018 SCADA 24333 OCT 2022: LO	UPGRADE 9/27/22 TO 10/6/22	4,526.00 773.58
81							
82	G110922	CDW-GOVERNMENT, INC.	730 730	DS87980		L & RELOCATE NETWORK SWITCHES	615.47
83	G110922	CDW-GOVERNMENT, INC.		DS99048		LL & RELOCATE NETWORK SWITCHES	2,568.60
84	G110922	CLEAN STRIDE LLC	5289 5833	5564 318	24339 OCT 2022: JAI		4,897.00
85	G110922	GM CUSTOM WROUGHT IRON AND MASONRY INC				OPENER @ 746 8TH ST: PARTS & LABOR	1,200.00
86	G110922	GOLDEN EMPIRE CONCRETE SALES	2574	296031	Z4345 FUR CONCRE	TE AT TERESA BURKE SCHOOL	750.18

A	B NEW DOD NAME	C	D D	E CLUECK N	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
87 G110922	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	2029	24346 OCT 2022:		1,391.28
88 G110922	KERN COUNTY SUP. OF SCHOOLS	25	OCT 2022	24349 OCT 2022:		29,835.15
89 G110922	LECHOWICZ & TSENG MUNICIPAL CONSULTANTS	5698	10		9/30/22: WATER & SEWER RATE STUDY	1,350.00
90 G110922	LETICIA VERA	5836	6590-0001016010		T CREDIT 6590-0001016010 1601 1ST ST	23.30
91 G110922	QUADIENT LEASING USA, INC	2996	N9658017		EASING 12/02/22-03/01/23	312.95
92 G110922	SAFETY-KLEEN SYSTEMS, INC	4768	90029243		#GEN: PARTS WASHER SERVICE	191.34
93 G110922	SOLENIS LLC	4012	132172208		TOTE FOR DAILY CENTRIFUGE SLUDGE	6,267.82
94 G110922	T-MOBILE	4899	964042089 OCT 22		NES 09/21/22-10/20/22	756.84
95 G110922	TLC ANIMAL REMOVAL SERVICES	5195	0001669		ANIMAL DISPOSAL SERVICE	800.00
96 G110922	UNIVAR USA INC	111	50641619	24363 WELL #14	747 G ST: LIQUID CHLORINE	1,211.32
97 G110922	UNIVAR USA INC	111	50641620		- 11TH & OAK: LIQUID CHLORINE	726.79
98 G110922	UNIVAR USA INC	111	50641622	24363 WELL #8 P	OSO DRIVE: LIQUID CHLORINE	868.11
99 G110922	VERIZON CONNECT FLEET USA LLC	5662	632000032858	24364 NOV 2022	: 44 GPS VEHICLES SRVCS	767.80
100 G110922	VERIZON WIRELESS SERVICE LLC	4237	9919095685	24365 CELL PHO	NES & iPads 09/26/22-10/25/22	1,334.62
101 G110922 Total						150,900.59
102 G110722	PACE ANALYTICAL SERVICES, INC	5694	B453632	24330 WW SAME	PLE TEST: 7/12/22 BACTERIOLOGICAL 3RD QTR	260.64
103 G110722	PACE ANALYTICAL SERVICES, INC	5694	B454545	24330 WTR SAM	PLE TEST: 7/21/22 WELL #7,#8,#10,#11,#12	746.63
104 G110722	PACE ANALYTICAL SERVICES, INC	5694	B455746	24330 WTR SAM	PLE TEST: 8/4/22 BACTERIOLOGICAL	15.20
105 G110722	PACE ANALYTICAL SERVICES, INC	5694	B457091	24330 WTR SAM	PLE TEST: 8/16/22 WELL #10 DRINKING WTR	31.28
106 G110722	HDL COREN & CONE	4058	SIN021819	24329 2021-22 A	CFR STATISTICAL PACKAGE	695.00
107 G110722 Total						1,748.75
108 G100222	LEAGUE OF CALIFORNIA CITIES	237	7974	24367 S. SAN JOA	QUIN VALLEY DIVISION MEETING 04/14/22	125.00
109 G100222 Total						125.00
110 G111622	PG & E COMPANY	85	35931967851 11/07/22	24388 UB NW NE	SE 9 27 24 GEN-ANNEX BUILDING 11/07/22	214.51
111 G111622	PG & E COMPANY	85	87027247011 11/08/22	24388 UB AGRICI	JLTURE 110/8/22	288.83
112 G111622	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1027556	24373 NOV 2022	:MEDICAL ADMIN FEES	1,430.00
113 G111622	AMAZON CAPITAL SERVICES, INC	4968	13NW-W3PY-FHDY	24374 5 QT: REU	SABLE RESPIRATOR & 3 QT FILTERS	228.34
114 G111622	PACE ANALYTICAL SERVICES, INC	5694	B461938	24387 WTR SAM	PLE TEST: 10/20/22 DRINKING CLIP	499.56
115 G111622	PACE ANALYTICAL SERVICES, INC	5694	B462003	24387 WTR SAM	PLE TEST: 10/25/22 BACTERIOLOGICAL	91.22
116 G111622	PACE ANALYTICAL SERVICES, INC	5694	462100		PLE TEST: 10/18/22 WELL #7,#12,#14 CLIP	369.24
117 G111622	JEFFRIES BROS., INC	140	117521		FOR PUMPS AT WELL SITES	1,690.87
118 G111622	CLARK PEST CONTROL	117	32009815		: 5409 7TH ST PEST CONTROL SERVICE	54.00
119 G111622	CLARK PEST CONTROL	117	32009916		: 5410 7TH ST PEST CONTROL SERVICE	54.00
120 G111622	CLARK PEST CONTROL	117	32039025		: 1400 J ST PEST CONTROL SERVICE	220.00
121 G111622	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2688	24389 ADS:ZCA 2		111.00
122 G111622	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2689	24389 ADS: FIRE		87.00
123 G111622	CHARTER COMMUNICATIONS	68	168679001110722		INTERNET SERVICES FOR SHERIFF SUB	172.96
124 G111622	CITY OF WASCO/PUBLIC TRANSIT	1683	10289		CNG FUEL - SANITATION	4,586.78
125 G111622	CUMMINS INC	376	Y8-29118		#22: KIT & WATER PUMP	741.02
126 G111622	FERGUSON ENTERPRISES INC	1008	1739708-2		EAKS REPAIRS: PARTS RESTOCK	683.63
127 G111622	FERGUSON ENTERPRISES INC	1008	1753691		D FIRE HYDRANT HIT ON 10-16-22 CENTRAL AVE	1,073.14
128 G111622	GENERAL OFFICE MACHINE COMPANY	1195	19854		ETER READING 10/01/22-11/01/22	549.08
129 G111622	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL NOV 2022	24382 NOV 2022		17,352.99
130 G111622	KERN PLUMBING & BACK FLOW SERVICES INC	173	12847		QUARTER BILLING CROSS CONNECTION PROGRAM	1,500.00
131 G111622	KERN RIVER POWER EQUIPMENT	3386	143379		JIPMENT: TRIMMER PURCHASES	518.52
132 G111622	MYGOV, LLC	4924	7819		SUBSCRIPTION 11/22-10/23	33,120.00
133 G111622	NORTHWEST METROLOGY	5821	517923		ION AND CALIBRATION OF NEW GAS METER	2,517.50
134 G111622 Total		3021	517525	2-300 INSTALLAT	TOTAL OF THE WORD WILLIAM	68,154.19
135 G111422	PACE ANALYTICAL SERVICES, INC	5694	B458195	24370 \\/\\/\ 541/1	PLE TEST: 8/29/22 INFLUENT MONITORING	76.02
136 G111422	PACE ANALYTICAL SERVICES, INC	5694	B458252		PLE TEST: 9/2/22 INFLUENT MONITORING	76.02
136 G111422 137 G111422	PACE ANALYTICAL SERVICES, INC	5694	B458676		MPLE TEST: 9/13/22 BACTERIOLOGICAL	27.15
137 G111422 138 G111422	PACE ANALYTICAL SERVICES, INC	5694	B460681		PLE TEST: 10/5/22 4TH QTR BACTERIOLOGICAL	260.64
138 G111422 139 G111422	PACE ANALYTICAL SERVICES, INC	5694	B461587		PLE TEST: 10/3/22 41H QTR BACTERIOLOGICAL PLE TEST: 10/18/22 BACTERIOLOGICAL	91.22
	·	5694			PLE TEST: 10/18/22 BACTERIOLOGICAL PLE TEST: 10/18/22 WELL #7,#12,#14 BACTERIOLOGICAL	45.61
	PACE ANALYTICAL SERVICES, INC PACE ANALYTICAL SERVICES, INC	5694	B461588 B461649		PLE TEST: 10/18/22 WELL #1,#12,#14 BACTERIOLOGICAL PLE TEST: 10/11/22 WELL #11,#8 DRINK CLIP	358.38
141 G111422	FACE AWALT HEAL SERVICES, HVC	5054	D-101043	243/U W I K SAIVI	LL 1L31. 1U/11/22 WELL #11,#0 DRINK CLIP	338.38

	Α	В	С	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
142	G111422	COUNTRY TIRE & WHEEL	4953	2226789	24368	MANAGEMENT #M1: 2 NEW TIRES	348.67
143	G111422	GARDAWORLD	4266	20546642	24369	OCT 2022: EXCESS SERVICES	13.05
144	G111422	RICHLAND CHEVROLET COMPANY	155	33630	24371	DISPOSAL #27: BATTERY	506.80
145	G111422	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	22168	24372	GW REPORTING 4TH QTR SAMPLING	2,219.50
146	G111422 Total						4,023.06
147	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122WC	5244	TRAINING,STAFF MEETINGS,SUPPLIES	2,456.35
148	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122FL	5244	PARTS,MATERIALS & EQUIPMENT,REPLACEMENT,REPAIRS	3,266.94
149	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122GS	5244	PAINT,FORMS BUS STOP,VALVE RELAY,CURE FOR SIDEWALK	822.73
150	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122HK	5244	KEYS COPIES,METALS,BATTERIES,JANITORIAL SUPPLIES	920.45
151	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122HS	5244	Regist Fees CM attend League of CA Cities conference	750.00
152	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122LM	5244	ICSC CONFERENCE	476.39
153	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122LF	5244	SHELTER SUPPLIES, HEADSET FOR TRAINING, SHOP VACUUM	188.16
154	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122LMI	5244	CC Mem M.Lynch used city of wasco card in error paid personal ck#9800	75.00
155	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122FIN	5244	TRAINING,BATTERIES,GRAMMARLY PURCHASE-FINANCE	3,203.41
156	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122MM	5244	Working lunch staff meeting	3.46
157	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122MS	5244	MEMBERSHIP, MEETING, KEYBOARD W/MOUSE/BATTERIES	497.51
158	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122MC	5244	GRAFFITI REMOVER, PAINTS, PARTS, MATERIALS, BATTERIES	728.96
159	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122PLAN	5244	CONFERENCE & EXPENSES -CODES,TRAINING-BUILDING	2,659.48
160	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122PW	5244	TRAINING, SIGNS REPAIRS, TELESCOPING VALVE EXTENSION	462.15
161	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122RG	5244	ICSC CONFERENCE HOTEL & PARKING	722.55
162	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122SC	5244	BUS STOP ON FILBURN, STRING LINE, LIGHT, SUPPLIES	487.87
163	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122VL	5244	BOXES FOR BATTERY DISPOSAL, ALUMINUM TOOL BOX	604.06
164	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122HC		FILTER,REFRIGERANTS,DEGREASERS,PRESSURE WASHER,PARTS	3,119.64
165	WF103122	WELLS FARGO CREDIT CARD	4426	WF103122VN		PROMO MERCHANDISE, EMPLOYEE APPRECIATION SUPPLIES, POSTAGE	1,812.49
166	WF103122 Total						23,257.60
167	A113022	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	11/07/22	5247	MEDICAL CHECK RUN WE 11/07/22	1,947.11
168	A113022	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	11/14/22		MEDICAL CHECK RUN 11/14/22	2,194.35
169	A113022	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	11/21/22		MEDICAL CHECK RUN WE 11/21/22	11,988.71
170	A113022	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 DEC 22		DEC 2022: INS. PREMIUM	7,499.21
171	A113022 Total						23,629.38
172	G112822	AMAZON CAPITAL SERVICES, INC	4968	19HF-3MKC-33TX	24399	OFFICE SUPPLIES FOR FINANCE	53.00
173	G112822	AMAZON CAPITAL SERVICES, INC	4968	13L9-GNY1-3JYT	24399	2 MONITORS FOR PLANNING & FINANCE	215.66
174	G112822	AMAZON CAPITAL SERVICES, INC	4968	1C94-HCDW-TTQV		2 MONITORS FOR POLICE DEPT	323.49
175	G112822	AMAZON CAPITAL SERVICES, INC	4968	1HXW-JLQK-JC61		3 MONITORS FOR POLICE DEPT	323.49
176	G112822	PACE ANALYTICAL SERVICES, INC	5694	B461473	24406	WW SAMPLE TEST: 10/11/22 INFLUENT MONITORING	76.02
177	G112822	CINTAS CORPORATION NO. 3	4480	4133693452		UNIFORM SERVICES 10/07/22	694.52
178	G112822	AFFINITY TRUCK CENTER	405	F013254336:01		DISPOSAL #22: HEATER CORE AND FREIGHT	311.09
179	G112822	CALIFORNIA DEPARTMENT OF TRANSPORTATION	2330	SL230153		JULY TO SEPT 2022 QTR SIGNAL & LIGHTING	3,355.39
180	G112822	CONFAB MANUFACTURING COMPANY LLC	5148	213330		10 QT: NEW METAL BINS TO REPLACE OLD BINS AT WSP	12,989.20
181	G112822	DEE JASPAR AND ASSOCIATES, INC	378	22-01064		TASK ORDER #5: SRF GRANT APPLICATION	556.50
182	G112822	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	42202		9/7/22-9/8/22 GENERAL MAINTENANCE	942.96
183	G112822	INFO SEND, INC.	4244	223880	24405	OCT 22:STMTS DATA PROCESSING/PRINT/MAIL PREP SRVS	3,292.28
184	G112822	QUAD KNOPF, INC.	502	116160		9/18-10/15CEQA SUPPORT-4 NW WTR WELLS/2 NEW WTR STORAGE	2,431.50
185	G112822	ROBERT HALF	4814	60968310		TEMP E. RAMIREZ 10/21/22	1,411.80
186	G112822	SANDOVAL INDUSTRIES LLC	1180	4592	24409	DISPOSAL #13: WELDING REPAIR & LOCKING HINGE	373.46
187	G112822	SWAGIT PRODUCTIONS, INC	5178	SW-000888SI		AVIOR 25 MANAGED SERVICE SAAS	1,435.00
188	G112822	WASCO VETERINARY CLINIC	4770	OCT 2022	24411	OCT 2022: VET SERVICES	3,308.50
189	G112822 Total						32,093.86
190	G113022	PG & E COMPANY	85	21147131763 11/15/22	24435	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 11/15/22	22.49
191	G113022	PG & E COMPANY	85	29915249253 11/14/22		UB 810 8TH ST COURTHOUSE 11/14/22	59.50
192	G113022	PG & E COMPANY	85	58161952393 11/14/22	24435	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 11/14/22	4,128.90
193	G113022	PG & E COMPANY	85	83658717562 11/15/22		UB ANNEX PARKING LIGHT 11/15/22	12.16
194	G113022	PG & E COMPANY	85	20533184923 11/14/22	24435	UB SW SE SE 112724 N/S POSO .25W W/O PALM 11/14/22	10,825.52
195	G113022	PG & E COMPANY	85	07051823859 11/17/22		UB 501 F ST 11/17/22	1,078.71
196	G113022	AMAZON CAPITAL SERVICES, INC	4968	1H64-J6PL-CD3X	24414	SUPPLIES TO CLEAN VEHICLES	63.72
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	Α	В	с	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
197	G113022	AMAZON CAPITAL SERVICES, INC	4968	1HJV-HQFX-QV4C	24414	23006 1QT 2.6GAL:100 COUNT COMPOST BAG SB1383 GRANT	16.17
198	G113022	AMAZON CAPITAL SERVICES, INC	4968	1N9H-T1NF-V14H	24414	1 QT: COMPUTER MONITOR 24 INCHES FOR WTR DEPT	111.07
199	G113022	AMAZON CAPITAL SERVICES, INC	4968	1CRH-TN4Y-1M7K	24414	SUPPLIES FOR EMPLOYEE APPRECIATION LUNCHEON	27.89
200	G113022	AMAZON CAPITAL SERVICES, INC	4968	1DHN-HLHK-C9DC	24414	SUPPLIES FOR EMPLOYEE APPRECIATION LUNCHEON	81.04
201	G113022	AMAZON CAPITAL SERVICES, INC	4968	1T4H-7LGX-PTRG	24414	Awards for Outgoing Council Members	201.54
202	G113022	AMAZON CAPITAL SERVICES, INC	4968	1941-6XWF-9XLW		SUPPLIES FOR EMPLOYEE APPRECIATION LUNCHEON	57.13
203	G113022	AMAZON CAPITAL SERVICES, INC	4968	IR4K-M31X-4QVV		CELL PHONE ACCESSORIES-FACILITIES MAINTENANCE	29.22
204	G113022	AMAZON CAPITAL SERVICES, INC	4968	1YKL-R344-3WW4		CREDIT FROM INV:1GQM-KNFX-KYL9	(16.12)
205	G113022	AMAZON CAPITAL SERVICES, INC	4968	1XY4-FFDY-QMFT		CELL PHONE CASE SEE CREDIT 1XT7-PG31-WC4C	12.98
206	G113022	AMAZON CAPITAL SERVICES, INC	4968	1XT7-PG31-WC4C		RETURN CREDIT 1XY4-FFDY-QMFT	(12.98)
207	G113022	AMAZON CAPITAL SERVICES, INC	4968	19DF-VPPV-3KXV	24414	OFFICE SUPPLIES FOR HR	42.85
208	G113022	AMAZON CAPITAL SERVICES, INC	4968	1GQ6-J6TC-6CQ7	24414	CABLE CONNECT MONITOR FOR TRANSIT	81.15
209	G113022	PACE ANALYTICAL SERVICES, INC	5694	B462125		WTR SAMPLE TEST: 10/26/22 BACTERIOLOGICAL	15.20
210	G113022	PACE ANALYTICAL SERVICES, INC	5694	B462250		WW SAMPLE TEST: 10/6/22 INFLUENT MONITORING	352.95
211	G113022	PACE ANALYTICAL SERVICES, INC	5694	B462478		WTR SAMPLE TEST: 11/1/22 BACTERIOLOGICAL	91.22
212	G113022	JEFFRIES BROS., INC	140	117510		52 QT OF RNWBL DYED DIESEL	262.28
213	G113022	ODP BUSINESS SOLUTIONS, LLC	5759	275216549001		W2'S,1099'S FORMS & ENVELOPES-FINANCE	262.65
214	G113022	ODP BUSINESS SOLUTIONS, LLC	5759	275280175001		1098 A.B.C FORMS FOR FINANCE	32.44
215	G113022	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2687		ADS:NOMINEES FOR PUBLIC OFFICE	96.00
216	G113022	FED EX	123	7-950-64579		FREIGHT SERVICES 11/17/22	79.94
217	G113022	FED EX	123	7-957-93456		FREIGHT SERVICES 11/14/22	68.90
218	G113022	READYREFRESH BY NESTLE	4027	22K0018613430		10/15/22-11/14/22: 5410 7TH ST DRINKING WTR SERV	124.05
219	G113022	CINTAS CORPORATION NO. 3	4480	4137157130		UNIFORM SERVICES 11/11/22	353.18
220	G113022	ASPECT ENGINEERING	5829	22371		23018 SCADA UPGRADE	9,468.00
221	G113022	LECHOWICZ & TSENG MUNICIPAL CONSULTANTS	5698	11		21044 10/1-10/30 WTR & SEWER RATE STUDY PROP 218	3,090.00
221	G113022	CHARTER COMMUNICATIONS	68	167751301110722		NOV 2022: INTERNET SRVCS FOR COW	118.36
223	G113022	COUNTRY TIRE & WHEEL	4953	2228032		DIPSOSAL #GENERAL: 6 NEW TIRES	3,664.42
223	G113022	FERGUSON ENTERPRISES INC	1008	1750987		1 QT 4 INCH WARF FIRE HYDRANT FOR STOCK	1,005.32
	G113022	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS OCT 22		OCT 2022: STSWP FEES	2,167.46
225	G113022	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP OCT 22		OCT 2022: WSP LANDFILL FEES	1,066.62
226	G113022	AFFINITY TRUCK CENTER	405	DE-03202		20238 SANITATION TRUCK PURCHASE REPLACEMENT VIN:5VCACRCE	374,562.50
227	G113022 G113022	AFLAC	108	604901		NOV 2022: AFLAC SERVICES	601.62
228	G113022	AMERICAN REFUSE INC	183	253607		NOV 2022: 801 8TH ST 3YD BIN RECYCLE	104.10
229	G113022 G113022	AMERICAN REFUSE INC	183	253612		OCT 2022: PRISON SCALE TICKET FEES	315.00
230				-			140.00
231	G113022 G113022	BSK & ASSOCIATES, INC.	1052 5098	AF29344 201209017		WW SAMPLET TEST: 10/25/22 BIOCHEMICAL & SOLIDS	42.89
232	G113022 G113022	CALLTOWER, INC	1668	616855		NOV 2022: PHONE SERVICES OCT 2022: FINGERPRINTS	96.00
233		DEPARTMENT OF JUSTICE	4907				210.00
234	G113022	INNOVATIVE ENGINEERING SYSTEMS, INC		42641		9/15/22-9/15/22 WASCO FRESH WATER	
235	G113022	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	42642		9/15/22-9/15/22 WASCO WASTE WATER	210.00
236	G113022	INFO SEND, INC.	4244	224549		11/04/22 DELIQUENT UTILITY LETTERS	1,064.34
237	G113022	INFO SEND, INC.	4244	224833		11/01/22 PROP 218 HOT	6,611.77
238	G113022	KSI ENGINEERING INC	5837 4733	105388		22012-2 DESIGN INVOICE DOWNTOWN RENOVATION	19,000.00
239	G113022	NEW YORK LIFE INSURANCE COMPANY		S10763000 NOV 22		NOV 2022: INS. PREMIUM	270.00
240	G113022	P & J ELECTRIC, INC.	66	7975		TROUBLESHOOT AND REPAIRS FOR WWTP	1,590.64
241	G113022	QUADIENT FINANCE USA,INC	1844	5408 OCT 22		OCT 2022: POSTAGE SERVICES	200.00
242	G113022	RICHARDS, WATSON, GERSHON A PROFFESSIONAL CORP	3343	239870		OCT 2022: LEGAL SERVICES	9,000.00
243	G113022	ROBERT HALF	4814	61004221		TEMP E. RAMIREZ WE 10/28/22	1,297.41
244	G113022	SILVER & WRIGHT LLP	4804	30538		20191 OCT 2022: NUISANCE ABATEMENT	213.30
245	G113022	TAG/AMS, INC	298	2818990		URINE DRUG TEST 10/11/22	85.00
246	G113022	TAG/AMS, INC	298	2820049		10/13/22 URINE DRUG TEST	85.00
247	G113022	THE GAS COMPANY	246	08207136329 NOV 22		MULTIPLE ADDRESSES 10/12/22-11/10/22	328.25
248	G113022	WASCO AUTOMOTIVE & SMOG	2676	20875		DAR #63: CATALYTIC CONVERTER & O2 SENSOR REPLACE	1,408.48
249	G113022	WILLIAM C. STATLER	5136	7	24445	JUL-OCT 22:FINANCIAL MNGMT SRVCS/PER AGRMT2021-037	4,975.00
	G113022 Total					ODANIS SOCIETA	461,553.23
251			<u> </u>	<u> </u>		GRAND TOTAL	769,000.59



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: December 6, 2022

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

2022.

Recommendation:

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

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended October 31, 2022. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The market value of the City's total cash and Investments at October 31, 2022, was \$58,280,133 compared to \$57,947,688 at September 30, 2022. This is a \$332,444 increase from the previous month (\$354,989 increase on the cost basis). The main contributor of the increase is associated with a Certificate of Deposit that matured in October.

As of October 31, 2022, the City has \$46 million (79.22%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 1.35 % during the quarter (ended September 30, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.84 million (11.75%) of the City's Cash and Investment Portfolio. The City also has \$1 million (2.64 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of .62 % is the average earned by a 3-month Treasury Bill during the month ended October 31, 2022, and the long and medium-term benchmark of 1.12 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended October 31, 2022 was .81%.

Fiscal Impact:

There is no fiscal impact to this action.

Attachments:

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



Investment Report Monday, October 31, 2022

Average Earnings Rate

	this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	0.62%	45,944,370	46,170,085			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo				-			
Local Agency Investment Fund (LAIF) - Total			45,944,370	46,170,085	7	79.22 %	0.02
Other Cash Pools:							
CSJVRMA Investment Pool	1.38%	0.62%	2,290,717	2,131,044	7	3.66 %	0.00
Cal Trust Short Term Money Market Fund	2.58%	0.62%	1,606,054	1,595,348	1	2.74 %	0.01
Cal Trust Medium Term Money Market Fund	2.00%	1.12%	3,259,385	3,120,599	3	5.35 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc (see Detail	ils on next page)						
Certificates of Deposit	2.90%	1.12%	1,000,000	994,453	(968)	1.71 %	0.01
Money Market Funds (October 31, 2022)	0.01%	0.62%	541,743	541,743	1	0.93 %	0.00
Investments current month (October 31, 2022)			54,642,269	54,553,271			0.01
Investments previous month (September 30, 2022)			54,629,210	54,562,756			
Net Investment Increase(Decrease) (October 31, 2022)			13,059	(9,485)			
Cash on Hand (October 31, 2022)			3,726,862	3,726,862	1	6.83 %	0.00
Cash on Hand previous month (September 30, 2022)			3,384,932	3,384,932	1		
Total Deposits and Cash on Hand - Increase(Decrease)			341,930	341,930			
Total Cash and Investments (October 31, 2022)			58,369,131	58,280,133			
Total Cash and Investments previous month (September 30, 2022)			58,014,142	57,947,688			

- (i) The City's Portfolio of Investments comply with the City's Investment Policy.
- (ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.
- (1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources
- (2) Weighted Average Maturity
- (3) Metrics from public sources
- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .81%
- (*) August include true-up adjustments from previous periods.

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

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM (2)
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	249,787.50	(26)	0.43 %	(0.00)
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	249,760.00	42	0.43 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	247,482.50	318	0.43 %	0.00
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	247,422.50	325	0.43 %	0.00
TOTAL CERTIFICATES OF DEPOSIT					1,000,000	994,452.50	(968)	1.71 %	0.01
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	11/1/2022	541,743	541,743	1	0.93 %	0.00
Total Held by Unionbanc Investment Services					1,541,743	1,536,196	(967)	2.64 %	0.01

- (1) Sources: National Bank Financial Services, LLC
- (2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Nancy Vera, Human Resource Manager

DATE: December 6, 2022

SUBJECT: Adopt a Resolution Approving the City Annual Calendar dates for Regular

Meetings of the City Council and Identify Observed Holidays, and the Fridays City Offices will be Closed and Regular Meetings of the Planning Commission for January through December 2023 for the 2023 Calendar

Year.

Recommendation:

Staff recommends that the City Council approve the resolution adopting the 2023 Calendar.

Discussion:

The City would like to set forth the 2023 calendars. As identified within the Municipal Code, the first and third Tuesday of each month is set for the regular City Council meetings. The Wasco City Council will go dark for their regularly scheduled meetings on January 3, 2023, and July 4, 2023. Planning Commission meetings are set for the second Monday of each month. The attached calendars also identify the Friday city offices will be closed for those staff members on a 9/80 schedule and the observed holidays.

Fiscal Impact:

None

Attachments:

- 1. Resolution
- 2. Calendars for 2023

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CALENDAR DATES FOR REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF COUNCIL AND IDENTIFYING THE FRIDAYS CITY OFFICES WILL BE CLOSED AND REGULAR MEETINGS OF THE PLANNING COMMISSION FOR JANUARY THROUGH DECEMBER 2023.

WHEREAS, the City Council, pursuant to Section 2.08.010 of the Municipal Code of the City of Wasco, the Council may, from time to time, by Resolution, change the meetings to be held during any specified period of time; and

WHEREAS, said Calendar outlines City Council meeting dates, Planning Commission meeting dates, scheduled Friday Off for staff members on a 9/80 schedule, and Observed Holidays; and

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

SECTION 1: The Regular City Council Meetings will be held on the first and third Tuesdays of the month.

SECTION 2: The Planning Commission meetings will be held on the second Monday.

SECTION 3: Identifies the Fridays that city offices will be closed and the observed holidays, as shown in Exhibit "A."

-000-

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 <u>December 6-2022</u>, 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





2023

9/80 Regular Schedule

January										
Su	Мо	Tu	We	Th	Fr	Sa				
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31	1	2	3	4				
5	6	7	8	9	10	11				
Ma	av.									

February										
Su	Мо	Tu	We	Th	Fr	Sa				
29	30	31	1	2	3	4				
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	1	2	3	4				
5	6	7	8	9	10	11				

March										
Su	Мо	Tu	We	Th	Fr	Sa				
26	27	28	1	2	3	4				
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30	31	1				
2	3	4	5	6	7	8				

Ap	ril					
Su	Мо	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

IVIC	ı y					
Su	Мо	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
			10			
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

Ju	ne					
Su	Мо	Tu	We	Th	Fr	Sa
28	29			1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

Jul	ly					
Su	Мо	Tu	We	Th	Fr	Sa
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Au	gu	st				
Su	Мо	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

September					
Su	Мо	Tu	We	Th	
27	28	29	30	31	
3	4	5	6	7	

Santambar

Su	Мо	Tu	We	Th	Fr	Sa
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

Su	Мо	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

5 6 7 8 9 10 11

October

INC	vei	HD	eı			
Su	Мо	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12			15			
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

November

De	December					
Su	Мо	Tu	We	Th	Fr	Sa
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

The Wasco City Council will go dark for their regular scheduled meetings on January 3, 2023 and July 4, 2023

*9/80 Staff Members reference MOU Section 15 Holiday Schedule for special scheduling rules for Christmas and New Year's Holidays.





2023

8/10 Regular Schedule

January	February	March	April
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa
1 2 3 4 5 6 7	29 30 31 1 2 3 4	26 27 28 1 2 3 4	26 27 28 29 30 31 1
8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8
15	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31 1 2 3 4	26 27 28 1 2 3 4	26 27 28 29 30 31 1	23 24 25 26 27 28 29
5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8	30 1 2 3 4 5 6
May	June	July	August
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa
30 1 2 3 4 5 6	28 29 30 31 1 2 3	25	30 31 1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
14 15 <mark>16</mark> 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 <mark>14 15</mark> 16 17 18 19
21 22 23 24 25 26 27	18	16 17 <mark>18</mark> 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31 1 2 3	25 	23 24 25 26 27 28 29	27 28 29 30 31 1 2
4 5 6 7 8 9 10	2 3 4 5 6 7 8	30 31 1 2 3 4 5	3 4 5 6 7 8 9
September	October	November	December
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa
27 28 29 30 31 1 2	1 2 3 4 5 6 7	29 30 31 1 2 3 4	26 27 28 29 30 1 2
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
10 11 12 13 14 15 16	15 16 <mark>17</mark> 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 <mark>19</mark> 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 30 31 1 2 3 4	26 27 28 29 30 1 2	24 25 26 27 28 29 30

*The Wasco City Council will go dark for their regular scheduled meetings on January 3, 2023 and July 4, 2023

**Staff Members reference MOU Section 15 Holiday Schedule for special scheduling rules for Christmas and New Year's Holidays.

8 9 10 11

3 4

5 6 7

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31



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Maria Lara, Assistant City Manager

DATE: December 6, 2022

SUBJECT: Adopt a Resolution Authorizing the Submittal of an Application for the

Beverage Container Recycling City/County Payment Program and Related Authorizations from the California Department of Resources Recycling and Recovery (CalRecycle) and Authorize the City Manager or his designee as the Signing Authority to Execute all Documents to Implement and Secure

Payment.

Recommendation:

Staff recommends that the City Council receive and file this report and adopt a Resolution authorizing the submittal of an application for the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle).

Discussion:

The Department of Resources Recycling and Recovery (CalRecycle) offers the Beverage Container Recycling City County Payment Program pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act. CalRecycle is distributing \$10,500,000 in fiscal year (FY) 2022-23 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. CalRecycle distributes funds to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

The purpose of the beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers – aluminum, glass, plastic, and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

The City proposes using its apportionment of \$6,992.00 for the installation of a water refill station. The intent is to reduce the number of single-use beverage containers from entering the waste stream.

Fiscal Impact: No match funds are required.

Attachments:

1. Resolution

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING SUBMITTAL OF APPLICATION FOR THE BEVERAGE CONTAINER CITY/COUNTY PAYMENT PROGRAM AND RELATED AUTHORIZATIONS FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Wasco is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

-000-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the the Council of the City of Wasco at a regular meeting thereof held on <u>December 6</u>, 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, Administrative Manager

DATE: December 2, 2022

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 for the Administrative

Manager and the Executive Assistant 1 to attend the U.S. Department of Transportation Institute Transit Supervisor Certification Training on January

30, 2023 - February 3, 2023, in Hayward, CA.

Recommendation:

Staff recommends that the City Council approve the travel expenses.

Discussion:

This request is for approval of staff to attend the U.S. Department of Transportation Safety Institute Instructors Course for Transit Training on February 13 - 17, 2023, in Hayward, CA.

The Transportation and Safety Institute (TSI) supports Federal Transit Authority (FTA) by providing training and educational opportunities to the transit industry. This course will provide training for the fundamentals and regulatory responsibilities of transit supervisors to expand Staff knowledge of topics relevant to their roles within the city.

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 as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated that the cost of this training will not exceed \$2000.00, including the training and travel expenses. The training cost is contained in the adopted FY 2021-2022 Budget; no budget action is required.

Attachments:

1. Training Information

United States Department of Transportation

OFFICE OF THE ASSISTANT SECRETARY FOR RESEARCH AND TECHNOLOGY

Transportation Safety Institute

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Search	
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9	Details The second of the seco
Trai	nsit Supervisor Certification
Even	t Transportation Safety Institute 31 hours, 30 minutes \$70.00
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Sessions	Details
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- Prevention of sexual harassment
- Reasonable suspicion
- · Scheduling and dispatch
- Emergency management
- · Vehicle troubleshooting
- Discipline and grievance procedures
- Tabletop exercises
- · Pretest, quiz, final exam

Who Should Attend

New Supervisors, Veteran Supervisors, Potential Supervisors, Operations Managers, Safety Managers, Risk Managers

Training Contact

Jamie McAlvain jamie.mcalvain@dot.gov 405-954-1116



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United States Department of Transportation

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Transportation Safety Institute

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Learning

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Transcript: Maria Martinez >

Transit Supervisor Certification

Event: Transit Supervisor Certification



Training Details

Provider: Transportation Safety Institute

Duration: 38 Hours 0 Minutes

Description: Delivery: Instructor-led Training

Session ID: 2303

Subjects: Transit Safety and Security

Total Price: \$70.00 Registration: \$70.00

Training Contact: Jamie McAlvain jamie.mcalvain@dot.gov

(Tel) 405-954-1116

Required Must attend 5 of 5 parts for course completion.

Attendance: Refunds:

Registration 1/16/2023 8:00 AM PST

Deadline: Schedule:

Day	Part Name	Description	Starts	Ends	Add to Calendar	Training Hours	Instructor	Location
Monday	1		1/30/2023 8:00 AM PST	1/30/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Tuesday	2		1/31/2023 8:00 AM PST	1/31/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Wednesday	3		2/1/2023 8:00 AM PST	2/1/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Thursday	4		2/2/2023 8:00 AM PST	2/2/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Friday	5		2/3/2023	2/3/2023 24 of	Add to Calendar	4 Hour(s) 0 Minute(s)		South

8:00 AM PST 12:00 PM PST

San Francisco CA view ma_l

Training Progress Details

Status: Registered Due Date: None

Required Attendance: Must attend 5 of 5 parts for course completion.

Part: 1 : N/A

Part: 2 : N/A

Attendance Record: Part: 3: N/A

Part: 4: N/A Part: 5 : N/A

Assignment History

RegNum	Latest Registration?	Delivery	Transcript Delivery Method	Version	Due Date	Status	Options
1	Yes	Requested by Maria Martinez on 9/1/2022 9:50:19 AM	Self-Requested	1	None	Registered	Q

Transcript History

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Transit Supervisor Certification

Event: Transit Supervisor Certification



Training Details

Provider: Transportation Safety Institute

Duration: 38 Hours 0 Minutes

Description: Delivery: Instructor-led Training

Session ID: 2303

Subjects: Transit Safety and Security

Total Price: \$70.00 Registration: \$70.00

Training Contact: Jamie McAlvain jamie.mcalvain@dot.gov

(Tel) 405-954-1116

Required Must attend 5 of 5 parts for course completion.

Attendance: Refunds:

Registration 1/16/2023 8:00 AM PST

Deadline: Schedule:

Day	Part Name	Description	Starts	Ends	Add to Calendar	Training Hours	Instructor	Location
Monday	1		1/30/2023 8:00 AM PST	1/30/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Tuesday	2		1/31/2023 8:00 AM PST	1/31/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Wednesday	3		2/1/2023 8:00 AM PST	2/1/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Thursday	4		2/2/2023 8:00 AM PST	2/2/2023 4:30 PM PST	Add to Calendar	8 Hour(s) 30 Minute(s)		South San Francisco CA view ma
Friday	5		2/3/2023	2/3/2023 26 of	Add to Calendar	4 Hour(s) 0 Minute(s)		South

8:00 AM PST 12:00 PM PST

San Francisco CA view ma_l

Training Progress Details

Status: Registered Due Date: None

Required Attendance: Must attend 5 of 5 parts for course completion.

Part: 1 : N/A

Part: 2 : N/A

Attendance Record: Part: 3: N/A

Part: 4: N/A Part: 5 : N/A

Assignment History

RegNum	Latest Registration?	Delivery	Transcript Delivery Method	Version	Due Date	Status	Options
1	Yes	Requested by Monica Flores on 9/1/2022 12:42:30 PM	Self-Requested	1	None	Registered	Q

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STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Maria Lara, Assistant City Manager Luis Villa, Public Works Director

DATE: November 28, 2022

SUBJECT: 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 For All Animals And Appropriating The Funds

Recommendation:

Staff recommends the City Council adopt the Resolution.

Discussion:

The City of Wasco was selected to receive a \$288,000.00 Sniptember Spay/Neuter Grant from UC Davis KORET SHELTER MEDICINE PROGRAM in connection with the California of All Animal Statewide Animal Shelter Assistance Program. The term of the grant is from December 15, 2022 through December 14, 2025.

The purpose of this grant is to partner with SNIP Bus to expand our spay/neuter capacity. SNIP Bus will hold spay/neuter clinics monthly for three years, completing an estimated 1,800 surgeries.

Fiscal Impact:

Increased deferred outflows by \$288,000.00 and will be offset by a deferred inflow of \$288,000.00. This action will cause no fiscal impact on the fund balance as revenues will be recognized as expenditures are incurred.

Attachments:

- 1. Resolution
- 2. Shelter Agreement

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE EXECUTION OF A GRANT SERVICE AGREEMENT AND ANY AMENDMENTS THERETO FROM 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 OF ALL ANIMALS STATEWIDE ANIMAL SHELTER ASSISTANCE PROGRAM AND APPROPRIATING THE FUNDS

WHEREAS, the City of Wasco wishes to accept and receive an allocation of funds through California for All Animals Statewide Animal Shelter Assistance Program; and

WHEREAS, the City of Wasco will receive a total of services not to exceed \$288,000.00 to partner with SNIP Bus to expand Spay and Neuter clinics monthly for three years; and

WHEREAS, the City anticipates incurring additional costs for animal control services for the upcoming SNIP Events;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wasco authorizes the execution of this Grant Agreement between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA in connection with the CALIFORNIA OF ALL ANIMALS STATEWIDE ANIMAL SHELTER ASSISTANCE PROGRAM.

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, requests for payment, necessary to secure grant funds, increase budget appropriations 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.

-000-

I HEREBY CERTIFY that the foregoing Reso adopted by the Council of the City of Wasco	•
<u>December 6, 2022,</u> by the following vote:	at a regular meeting thereof held on
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
Attest:	GILBERTO REYNA, MAYOR of the City of Wasco
Allesi.	
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco	

UC Davis Agreement #

SHELTER AGREEMENT

(City of Wasco)

THIS SHELTERAGREEMENT ("Agreement") is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("Facility") and CITY OF WASCO ("Shelter") in connection with the California for All Animals statewide animal shelter assistance program ("Program").

The parties agree as follows:

- 1. **Services by Shelter.** Shelter shall provide the services as more fully described in "**Exhibit A**", attached hereto and by this reference made a part hereof (collectively the "**Services**"). "**Deliverables**" shall consist of report(s) photographs or other documents as requested by University as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
- 2. **Payment by University.** In consideration of the completion of Services described in Section 1, University shall pay Shelter annually as described in Exhibit A; provided the Agreement has been fully executed by the parties. The total not to exceed amount for the term of this Agreement is \$288,000. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
- 3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2025 unless terminated earlier.
- 4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
- 5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
- 6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

- are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
- 7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
- 8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
- 9. **Relationship of the Parties**. The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
- 10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
- 11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regard Agreement) SHELTER (regarding Agreement)

Maria Lara

Assistant City Manager

University of California, Davis
One Shields Avenue

City of Wasco
801 8th St

Davis, CA 95616 Wasco, CA 93280

E-mail: E-mail: malara@cityofwasco.org

UNIVERSITY (regarding project) Karol Tapias University of California, Davis One Shields Ave. Davis, CA 95616

E-mail: ketapias@ucdavis.edu

- 12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
- 13. Governing Law. This Agreement shall be construed pursuant to California law.
- 14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and

Nonprocurement Programs (https://www.sam.gov/index.html/##11#1). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

- 15. Audit Requirements. The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement
- 16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed pursuant to Exhibit A in connection with this Agreement and will return any unexpended funds.
- 17. **Entire Agreement.** The terms of Shelter's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

CITY OF WASCO	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By:(authorized signature)	By:
Print name:	UC Davis
Title:	-
Date:	Date:

Exhibit A

Scope of Work

- 1. Purpose of the work: *City of Wasco will partner with SNIP Bus to expand their spay/neuter capacity.*
- 2. Roles and responsibilities of each party: City of Wasco will partner with SNIP Bus to expand their spay/neuter capacity. SNIP Bus will hold spay/neuter clinics monthly for three years, completing an estimated 1,800 surgeries. No university equipment will be used.
- 3. Dates and times will the work be completed: Work will be completed during the contract period of December 15, 2022 through December 14, 2025.
- 4. Location where work will be performed: 801 8th St, Wasco, CA 93280
- 5. Required deliverables: One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.
- 6. Project milestones: Program pilot to be completed by December 14, 2025.
- 7. Total cost of the services: *Total of services not to exceed \$288,000. No construction costs will be funded through this grant.*

Items:

 Project Personnel 	\$7,000
• SNIP Bus Partnership	\$260,000
• Printing & Production	\$1,000
• Rabies Vaccines	\$20,000

Total expenses: \$288,000

- 8. Payment schedule: First payment will be upon execution of the agreement in the amount of \$87,000. Second payment will be upon the successful completion of year one, and submission of any required data and/or reports in the amount of \$87,000. Third payment will be upon the successful completion of year two, and submission of any required data and/or reports in the amount of \$86,000.
- 9. Anticipated additional work: Additional work is not anticipated at this time.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Keri Cobb, Community Development Director

DATE: December 6, 2022

SUBJECT: Adopt a Resolution to Authorize the City Manager or his Designee to Enter

into an Agreement between the City of Wasco and Advanced Applied Engineering, Inc., Infrastructure Engineers to Complete the City's 2024-2032

Housing Element Update.

Recommendation:

Staff recommends the adoption of a resolution authorizing the City Manager or his design to enter into an agreement between the City of Wasco and Advanced Applied Engineering, Inc. Infrastructure Engineers to complete the City's 2024-2032 Housing Element Update.

Discussion:

On August 7, 2022, the Community Development Department advertised a Request for Proposals for consulting services for the City's required 6th Cycle Housing Element Update. The closing date for this RFP was Friday, September 2, 2022. The City received no written responses, re-advertised the RFP on September 25, 2022, and subsequently amended this RFP to reduce the scope. The closing date for this advertisement was Thursday, October 20, 2022. The City received one proposal in response to the re-advertised RFP.

The City's 6th Cycle Housing Element update is to be submitted to HCD by December 31, 2023. It is important that the City move forward on this project as soon as possible in order to meet this deadline.

Infrastructure Engineers are familiar with the Housing Element process and associated State requirements and are currently working on Housing Elements for three southern California Cities as well as the 6th Cycle update for the City of Shafter.

Fiscal Impact:

The City has a \$150,000 LEAP grant dedicated to the Housing Element Update and associated zoning code updates. The total cost for the Study, as indicated in the attached proposal, is \$149,567. The cost will be coded to Project Number 23001:

Attachments:

- Resolution
 Agreement
 Infrastructure Engineers Proposal

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WASCO AND ADVANCED APPLIED ENGINEERING, INC., INFRASTRUCTURE ENGINEERS TO COMPLETE THE CTY'S 2024-2032 HOUSING ELEMENT UPDATE

WHEREAS, the City wishes to enter into a consultant services agreement with Advanced Applied Enginering, Inc., Infrastructure Engineers to complete the City's 2021-2032 Housing Element Update; and

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

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

SECTION 1: Authorizes the City Manager or his designee to execute an agreement with Advanced Applied Engineering, Inc., Infrastructure Engineers, subject to approval by the City Attorney.

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

-000-

I HEREBY CERTIFY that the foregoing Resolut by the Council of the City of Wasco at a regular m by the following vote:	·
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
Attest:	GILBERTO REYNA, MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of	

the Council of the City of Wasco

Proposal for a Housing Element Update





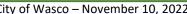
November 10, 2022



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A. Cover Sheet

Infrastructure Engineers' "Cover Sheet" appears on the following pages on our company letterhead, per the RFP.







November 10, 2022

City of Wasco 764 E Street Wasco, CA 93280

Attention: Keri Cobb, Community Development Director

Subject: Proposal to Prepare the 2024-2032 Housing Element Update

Dear Ms. Cobb:

In response to the City's Request for Proposal (RFP), Infrastructure Engineers is pleased to submit our qualifications to prepare the 2024-2032 Housing Element Update and required environmental determination for the City of Wasco to ensure it meets the State's housing mandates, while being innovative and achievable at its heart.

The Housing Element Update (HEU) will need to demonstrate how it will provide an adequate inventory of sites on which to accommodate new housing units during the 2024-2032 planning period. The HEU will address the 6th Cycle Housing Element Guidelines and Regional Housing Needs Assessment (RHNA) housing unit goals, while also addressing the environmental impacts that the increased housing development may cause as well as the effects of that increase on the quality of life. Infrastructure Engineers is here to assist the City of Wasco meet those challenges in a timely and cost-effective manner.

We Understand – The Housing Element Update will analyze the City's progress toward meeting the housing goals put forth in its 2015-2023 Housing Element and show how the current and future housing needs of the City will be met in the 2024-2032 planning period. The HEU will also incorporate all new requirements and housing laws that aim to continue removing barriers to housing production and incentivize the development of housing, particularly affordable housing, and should contain a strategy that analyses the financial feasibility of providing needed affordable housing with strategies on how to develop such housing. In summary, the City expects the chosen consultant to 1) Assess the effectiveness of current housing programs, goals, and policies; 2) Address the production of housing units for all income categories; 3) Identify housing characteristics and special housing needs; and 4) Explain how the City will accommodate the RHNA for the upcoming 6th Cycle; and 5) Identify and comply with new state housing laws and programs.

Our Mission – Since our founding in 1994, Infrastructure Engineers has had a singular mission based on a set of culture principles and fundamentals. That mission is to be the best municipal services provider. Period. Our extensive list of satisfied clients is evidence that we are succeeding in our mission.

Ready to Serve – The Development Services Department at Infrastructure Engineers is taking the lead on this assignment and is responsible for preparing this proposal. Our highly experienced and dynamic team of inhouse urban and environmental planners and technicians, housing specialists, transportation engineers, and technical studies experts, are ready to serve the City of Wasco and complete the scope of work as expressed in the RFP. For this assignment, we are partnering with several outstanding firms that are familiar with the City of Wasco and the greater San Joaquin Valley.

Project Approach – Our strategy will approach the project from a "macro" perspective first, or the broader point of view, and will then focus on the specific details, or the "micro" view, as the initial research and studies are completed. For example, to prepare the sites inventory analysis, we will study the overall number of potential housing sites throughout the City on a global scale and then narrow our analysis to a neighborhood level to





perform a more intimate study of the sites themselves. This process will help us maintain an accurate survey and resulting count of potential developable housing sites to which we will apply specific parcel data such as ownership, parcel size, current uses, zoning, proximity to high quality resources, infrastructure availability, and physical features to determine developable potential.

Community engagement will factor greatly into our project approach. We understand the importance of engaging the community at an early stage in the process. Our team is experienced in the art of coordinating and facilitating a variety of scoping meetings, workshops, charrettes, and pop-up events in both a traditional and virtual – COVID-19-compliant – manner. Our community engagement team will also take the lead in preparing the required presentation and collateral materials necessary for optimum engagement with the public.

With our experience working on complex and challenging projects of similar scope and nature simultaneously – like Environmental Justice Elements, Safety Element Updates, General Plan Updates, and Zoning Code Amendments – our staff possess the ability to work effectively, and efficiently. This includes research, data collection, fieldwork, and analysis. This method of teamwork will make the production of documents and cost efficient.

We also view the various local and state agencies and identified stakeholders as partners in the process of developing a successful Housing Element. Our community engagement and public relations team will reach out to the various stakeholders and will work to keep them informed throughout the process. Outreach will extend to local neighborhoods, elected officials and community leaders both in Wasco and adjacent cities, Kern County administrators, state representatives of the Department of Housing and Community Development (HCD), the State Clearinghouse (SCH), various transportation agencies, including Caltrans, utility companies, Councils of Government (COGs), and most importantly housing and homeless assistance organizations. These could include the Kern County Housing Authority, the California Veterans Assistance Foundation, and the Kern County Department of Human Services, to name a few.

The Core Infrastructure Engineers Project Team — For this assignment, we will rely on our Development Services Department and its highly experienced staff to spearhead the preparation of the Housing Element Update, appropriate environmental analysis, and associated documents. Our team of creative and forward-thinking planners, and technicians have the right stuff when it comes to understanding the sustainability of the quality of life and the myriad of environmental considerations that have an impact on the everyday lives of the residents of the City of Wasco. The Infrastructure Engineers project team is committed to working in unison with City staff and the community to ensure that the goals and objectives of the project are met and that the scope of work is performed in a timely and cost-effective manner while being innovative and achievable at its heart.

In addition to our consulting partners, the core team at Infrastructure Engineers will consist of myself as Principal-in-Charge and Planning Manager; our Project Manager, Malia Durand; and our Environmental Manager, Albert Armijo. As Principal-in-Charge, I will also be responsible for quality control and assurance and will be the primary liaison to the City through the duration of the project.

Relevant Experience – The preparation of a housing element update is a complex and time-consuming endeavor that requires hands-on experience and the ability to conduct research, compile data, perform fieldwork, perform analyses, and prepare the conclusions required to produce a comprehensive and detailed document, all the while maintaining frequent communications with City staff, HCD and other oversight agencies, the public, and community stakeholders. This is especially true of the level of work that will be required to update the Housing Element for the City of Wasco and obtain certification by the state.





Infrastructure Engineers is currently working on three 2021-2029 Housing Element Updates for the Cities of Huntington Park, Lynwood, and Adelanto, and one 2024-2032 HEU for the City of Shafter. IE is also preparing the related environmental documents for each of these HEUs. For the Wasco HEU, and because of the changes in State law for the preparation of 6th Cycle Housing Elements, we will utilize a method of research, fieldwork, data collection, and analysis similar in nature to the method we are using in the preparation of each of our current HEUs.

Our experienced staff of housing, planning and environmental specialists have been trained to work on multiple projects, in multiple spheres, simultaneously and are very effective in their ability to deliver quality product. We are not intimidated nor hindered by the level of work we are engaged in and in fact, thrive in this environment. We have achieved maximum efficiency due to our strict discipline, organization, management style and, most importantly, our talented staff. We are confident that our team is the one to deliver a quality Housing Element on time and on budget to the City of Wasco.

We acknowledge and accept all terms and conditions contained in the RFP and attest that the terms of our proposal are firm for a period of 180 days from the date of submittal.

In Conclusion – We look forward to the opportunity to demonstrate our qualifications, problem solving and planning intellect and our process-oriented approach to updating your Housing Element to meet and exceed the expectations of the City and the community. If you have questions on any portion of this proposal, please do not hesitate to contact me, Andre Dupret, at 714-940-0100, ext. 5130, or by email at adupret@infengr.com.

Sincerely, Infrastructure Engineers

Andre Dupret
Executive Vice President



B. Introduction

Advanced Applied Engineering, dba, Infrastructure Engineers, an S corporation, was established in 1994 with a clear mission to provide professional engineering, planning, and municipal services to cities and counties throughout Southern and Central California. We are committed to making a difference in the communities we serve by maintaining and improving infrastructure and supporting civic services.

Our staff are focused practitioners and expert technicians in every field they service. Many of them are former city employees, so they understand the importance of maintaining strict oversight of project schedules, budgets,



and maintenance. They possess first-hand knowledge of city operations and priorities, which empowers them to be strong advocates for every city they serve. We work closely with our clients to address issues before they become problems and strive to always deliver high-quality results on time and within budget.

As a mid-sized municipal services consulting firm, we have achieved great success in our pursuit of service to cities, which has allowed us to grow to a firm with more than 120 staff in five (5) offices conveniently located throughout Southern and Central California. Our office locations are as follows:

San Bernardino County:	Orange County	Los Angeles County:
301 E. Vanderbilt Way	(Headquarters):	13200 Crossroads Parkway
Suite 430	3060 Saturn Street Suite 250 Brea, CA 92821 Phone: (714) 940-0100	Suite 400
San Bernardino, CA 92408		Industry, CA 91746 Phone: (626) 544-0400
Phone: (714) 940-0100		

City of Orange:	<u>Kern County:</u>
3111 N. Tustin Avenue	785 Tucker Road
Suite 270	Suite G, PMB #401
Orange, CA 92865	Tehachapi, CA 93561
Phone: (714) 940-0100	Phone: (714) 940-0100

Infrastructure Engineers is a full-service firm with in-house experts that can evaluate the condition, capacity, and future demands of infrastructure networks and, thus, provide a more realistic picture of development potential. Our staff includes urban planners, environmental specialists, and technicians, civil, design, and traffic engineers, architects, inspectors, plan checkers, and construction managers, allowing us to truly be a full-service firm for our clients. Infrastructure Engineers offers a full spectrum of engineering, planning, housing, environmental, building and safety, architectural, and construction management services. Examples of our services include:





Environmental Impact Reports	❖ CEQA Compliance
Environmental Analysis	Environmental Compliance
Environmental Justice Element Updates	❖ Public Outreach
❖ Safety Element Updates	❖ Community Engagement
Urban Planning	❖ Civil Engineering
Community Development Services	Traffic Engineering
Staff Augmentation	❖ Waste/Wastewater/NPDES/MS4
❖ Building & Safety	Architectural Services

C. References

Contact City of Lynwood	
Gabriel Linares, PE, Director of Community Development	Phone: (310) 603-0220
11330 Bullis Rd., Lynwood, CA 90262	Email: glinares@lynwood.ca.us
Contact City of Shafter	
Steve Esselman, Planning Director	Phone: (661) 746-5002
336 Pacific Ave., Shafter CA 93263	Email: sesselman@shafter.com
Contact City of Huntington Park	
Steve Forster, Interim Community Development Director	Phone: (323) 582-6318
6550 Miles Ave., Huntington Park, CA 90255	Email: sforster@hpca.gov
Contact City of Corona	
Jay Eastman, Planning Director	Phone: (951) 736-2299
400 S. Vicentia Ave., Corona, CA 92882	Email: jay.eastman@coronaCA.gov
Contact City of Westminster	
Steve Ratkay, Planning Manager	Phone: (714) 548-3484
8200 Westminster Blvd., Westminster, CA 92683	Email: sratkay@westminster-ca.gov
Contact City of Yorba Linda	
Mark Pulone, City Manager of Yorba Linda (formerly Aliso	Phone: (714) 961-7110
Viejo)	Email: mpulone@yorbalindaca.gov
4845 Casa Loma Ave., Yorba Linda, CA 92886	
Contact City of Pasadena	
Luis Rocha, Planning Manager	Phone: (626) 744-6747
100 Garfield Ave., Pasadena, CA 91101	Email: lrocha@cityofpasadena.net





D. Firm's Demonstrated Understanding

Infrastructure Engineers appreciates that a well-executed Housing Element creates a blueprint for a community's future population growth, residential development and, ultimately, its quality of life for residents. Long-range planning is the key mechanism for communities to identify and pursue great visions for their future. The Infrastructure Engineers team will assist the City of Wasco staff with the preparation of the City's 2024-2032 Housing Element Update.

Infrastructure Engineers understands that the Housing Element Update will analyze the City's progress toward meeting the housing goals put forth in its 2015-2023 Housing Element and show how the current and future housing needs of the City will be met in the 2024-2032 planning period. The HEU will also incorporate all new requirements and housing laws that aim to continue removing barriers to housing production and incentivize the development of housing, particularly affordable housing, and should contain a strategy that analyses the financial feasibility of providing needed affordable housing with strategies on how to develop such housing. The Housing Element Update will include the following analyses: 1) Assess the effectiveness of current housing programs, goals, and policies; 2) Address the production of housing units for all income categories; 3) Identify housing characteristics and special housing needs; and 4) Explain how the City will accommodate the RHNA for the upcoming 6th Cycle; and 5) Identify and comply with new state housing laws and programs.

Our team believes in the critical importance of community engagement and public participation in the development of Housing Element Updates. Our team will engage local constituencies, residents, business owners, and other stakeholders, to capture their needs and expectations related to future residential development and to identify strategies and mitigations favored by the community while meeting the City's RHNA and California Department of Housing and Community Development (HCD) goals and requirements.

Staff will conduct an overall review of the Of the City's General Plan to ensure consistency across all the Elements and identify any possible additional Elements that should be amended as a result of the Housing Element Update.

Infrastructure Engineers understands that the proposed Project is exempt under State CEQA Guidelines §15061(b)(3) common sense exemption, because the Project involves policies, programs, and actions to meet the City's RHNA allocation that either would not cause a significant effect on the environment or incorporates actions that have already been taken by the City. Based on these factors, it can be seen with certainty that there is no possibility that the proposed 6th Cycle Housing Element Update would have a significant effect on the environment; therefore, the 6th Cycle Housing Element is exempt from CEQA under the commonsense exemption. Infrastructure Engineers will prepare the CEQA Exemption accordingly.

Our staff is prepared to attend a minimum of three to five public hearings, workshops, and scoping meetings to support the production, presentation and adoption/certification of the Updated Housing Element and associated environmental documents. Infrastructure Engineers staff has years of experience working together with City staff and the State Department of HCD in the timely development, production, and certification of Housing Element Updates.

For this assignment, we will rely on our Development Services Department and its highly experienced staff to spearhead the preparation of the Housing Element Update, appropriate environmental analysis, and associated documents. Our team of creative and forward-thinking planners, traffic engineers, environmental specialists and technicians have the right stuff when it comes to understanding the sustainability of the quality of life and the myriad of environmental considerations that have an impact on the everyday lives of the residents of the City of Wasco. The Infrastructure Engineers project team is committed to working in unison with City staff and the community to ensure that the goals and objectives





of the project are met and that the scope of work is performed in a timely and cost-effective manner while being innovative and achievable at its heart.

E. Insurance

Infrastructure Engineers complies with and maintains the insurance requirements of the City of Wasco included in the sample contract in Attachment 1 of the RFP.

F. Firm's Capability

The preparation of a housing element update is a complex and time-consuming endeavor that requires hands-on experience and the ability to conduct research, compile data, perform fieldwork, perform analyses, and prepare the conclusions required to produce a comprehensive and detailed document, all the while maintaining frequent communications with City staff, HCD and other oversight agencies, the public, and community stakeholders. This is especially true of the level of work that will be required to update the Housing Element for the City of Wasco and obtain certification by the state.

Infrastructure Engineers is currently working on three 2021-2029 Housing Element Updates for the Cities of Huntington Park, Lynwood, and Adelanto, and one 2024-2032 HEU for the City of Shafter. IE is also preparing the related environmental documents for each of these HEUs. For the Wasco HEU, and because of the changes in State law for the preparation of 6th Cycle Housing Elements, we will utilize a method of research, fieldwork, data collection, and analysis similar in nature to the method we are using in the preparation of each of our current HEUs.

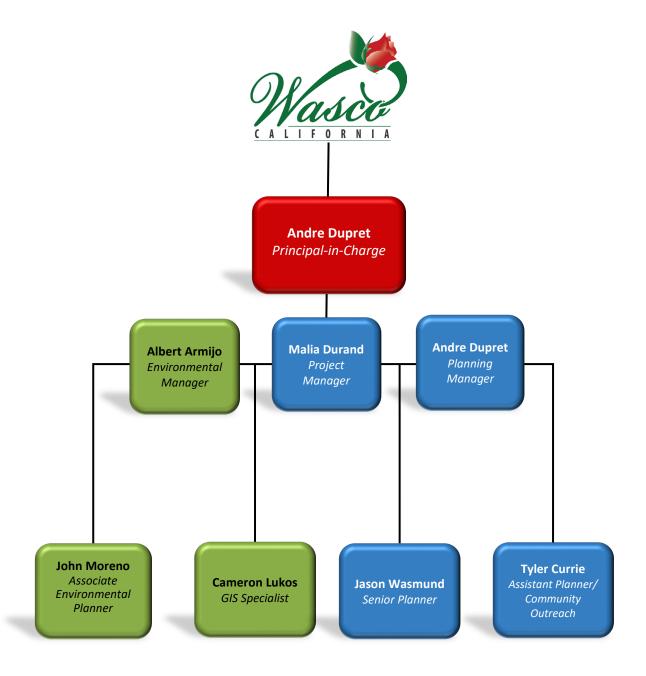
Our experienced staff of housing, planning and environmental specialists have been trained to work on multiple projects, in multiple spheres, simultaneously and are very effective in their ability to deliver quality product on-time and within budget. We are not intimidated nor hindered by the level of work we are engaged in and in fact, thrive in this environment. We have achieved maximum efficiency due to our strict discipline, organization, management style and, most importantly, our talented staff. We are confident that our team is the one to deliver a quality Housing Element on time and on budget to the City of Wasco.





G. Firm's Qualifications

Organization Chart







Resumes - Proposer's Personnel

Andre Dupret, APA – Principal-in-Charge/Planning Manager

Education:

- MA Candidate, Public Administration, Villanova, PA
- BA, Environmental/Urban Design, California State University, Fullerton, CA

Professional Affiliations:

- American Planning Association
- Gateway Cities Council of Governments – Planning Directors

Years of Experience: 30+

Our Executive Vice President, Andre Dupret, will serve as Principal-in-Charge and will have primary responsibility on this project. Andre is an urban planner with over 30 years of executive management experience in environmental compliance, city administration, urban planning, community development, economic development, redevelopment, and housing. He will oversee the scope of work on this assignment and will be responsible for ensuring that our team delivers quality products and services consistently on time and within budget. Andre has extensive local government experience in areas of environmental compliance, city administration, urban planning, building and safety, public works, community services, community and economic development and utility services having served as interim City Manager, Assistant City Manager, Deputy City Manager, and department head of several Southern California communities including South Pasadena, Pomona, Maywood, Artesia, and Lynwood. Andre

serves/served as the Principal-in-Charge for environmental planning projects for the Cities of Pasadena, Norwalk, Bell Gardens, Lynwood, Shafter, Bakersfield, Adelanto, Huntington Park, and many more. He has also provided community engagement and public outreach services to the Cities of Baldwin Park, Bell Gardens, Montebello, and Huntington Park; and prepared redevelopment plans for over twenty-five cities throughout the State of California including the Cities of Calexico, Blythe, Dinuba, Needles, Manteca, Firebaugh, Exeter, and Westminster, to name a few.

Relevant Experience

2024-2032 Housing Element Update, City of Shafter, CA.

Infrastructure Engineers is currently in production on the 6th Cycle, 2024-2032 Housing Element for the City of Shafter. Andre is the Principal-in-Charge on this project responsible for QA/QC, client interface, and budget accounting.

2021-2029 Housing Element Update, City of Lynwood, CA.

As Principal-in-Charge, Andre is currently overseeing the production of the City's 2021-2029 Housing Element Update, including a full environmental impact report and related technical studies.

6th Cycle Housing Element Update, City of Huntington Park, CA.

Andre is working closely with the City and consultants to prepare the 2021-2029 HEU to address the City's 6th Cycle RHNA and future housing needs. Andre is the Principal-in-Charge.

Planning Support and Staff Augmentation Services, City of Adelanto, CA.

Infrastructure Engineers has been hired to provide planning support and staff augmentation to the City of Adelanto Planning Division. IE is currently providing a Planning Manager, an Environmental Specialist, three Senior Planners, an Associate Planner, an Associate Environmental Planner, a Housing Specialist, and two Planning Technicians. Andre is the acting Development Services Director and oversees the IE planning staff both on and off-site.





Peer Review of an EIR for the Norwalk Civic Center Project Specific Plan, City of Norwalk, CA.

Andre is the Principal-in-Charge for the recently awarded Peer Review project to provide CEQA Consulting Services. This project involves Infrastructure Engineers performing Peer Reviews of various documents pertaining to the Norwalk Entertainment District-Civic Center Specific Plan Project. Infrastructure Engineers will provide a review of the Environmental Impact Report (EIR) on behalf of and working closely alongside the City and as well as planning support and traffic and civil engineering oversight. This project is on an accelerated schedule.

Environmental and Technical Studies Peer Reviews, City of Pasadena, CA.

Andre is the Principal-in-Charge and oversees the preparation and delivery of peer reviews of environmental documents and technical studies prepared for various proposed development projects. Infrastructure Engineers is under a long-term municipal services agreement for this service.

Environmental Justice Element and Public Safety Element Update, City of Lynwood, CA.

Andre is Principal-in-Charge overseeing these three advanced planning projects and supervising 8 planners and environmental specialists and several technical studies subconsultants in the preparation of the environmental analysis and in the construction of the Elements and planning documents.

General Plan & Zone Code Consistency Project, City of Bell Garden, CA.

Andre is the designated Principal-in-Charge on this assignment to review the General Plan and Zoning Code to find inconsistencies and assess where changes are required.

Planning Support Services, City of Moreno Valley, CA.

Infrastructure Engineers has been hired to provide as-needed planning services for the City of Moreno Valley. The services provided by IE include various elements of entitlement review and development plan review. Andre is the Principal-in-Charge on this project responsible for QA/QC, client interface, and budget accounting.

Staff Augmentation Service, City of Westminster, CA.

Andre oversees the deployment and monitors the progress of Infrastructure Engineers planning staff providing staff augmentation services of a full-time Associate Planner assisting with the processing of ADU applications and other current planning and special projects.

Staff Augmentation Services, City of Corona, CA.

Andre oversees the deployment and monitors the progress of one full-time Senior Planner, one full-time Planning Technician, and a full-time Administrative Assistant.

Staff Augmentation Services, City of Huntington Park, CA.

Andre oversees the deployment of and monitors the progress of a full-time Associate Planner, and a full-time Planning Technician.

Staff Augmentation Services, City of Norwalk, CA.

Andre is overseeing the deployment of and monitors the progress of one part-time Planning Technician/Assistant Planner.





Malia Durand, CISEC-IT - Project Manager

Education:

 BS, Environmental Science, San Diego State University (SDSU), CA

Certifications:

 Certified Inspector of Sediment and Erosion Control In-Training (CISEC-IT) 2016

Years of Experience: 10+

Malia Durand, CISEC-IT, will serve as the Project Manager on this assignment. Malia has a combination of education and advanced planning and environmental work experience which qualifies her to perform the services requested by the City. As an environmental sciences practitioner for the County of San Diego, Malia served as an Environmental Planner II working in the Environmental services unit of the Department of Public Works. Managing the environmental processing of numerous public works projects. Some of the projects that Malia was responsible for included road improvements, bridges, flood control, facilities, dumping remediation, and complex emergency repair projects. Her work as a junior biologist prepared her in the areas of environmental, species, habitat,

construction, and mitigation monitoring. Malia has a clear understanding of environmental law and policy and knows how to effectively apply this knowledge in field work and technical report write-ups. Malia is a Certified Inspector of Sediment and Erosion Control in Training.

Relevant Experience

2024-2032 Housing Element Update, City of Shafter, CA.

Infrastructure Engineers has been hired to prepare the 6th Cycle, 2024-2032 Housing Element for the City of Shafter. Malia is the Project Manager on this project.

2021-2029 Housing Element Update, City of Lynwood, CA.

Malia is co-managing the production of the City's Housing Element through a public process that will be certified by the California Department of Housing and Community Development (HCD) by October 15th, 2021. The Housing Element Update will comply with evolving housing policy and law, address the Regional Housing Needs Assessment (RHNA) and quality of housing options for the growing region, and provide environmental clearance.

2021-2029 Housing Element Update, City of Huntington Park, CA.

As Lead Planner in charge of overseeing the preparation of the 6th Cycle Housing Element and coordinating her efforts with a HEU consultant, Malia writes the various sections of the document, participates in meetings with the State Housing and Community Development Department (HCD) and collaborates with the Gateway Cities COG for the preparation of Annual Progress Reports, Implementation Progress Reports, and future planning objectives.

Environmental Planning Manager, Infrastructure Engineers, Brea, CA.

Malia is one of Infrastructure Engineers' multi-faceted planners, selected for her ability to effectively interact with clients and the public to arrive at positive results when managing projects and staff. She utilizes her customer service skills when on assignment, while interfacing at the public counter. Current projects include the preparation of an Environmental Justice Element, a Safety Element Update, and a Specific Plan Amendment.





Environmental Justice Element and Public Safety Element Update, City of Lynwood, CA.

Malia is coordinating the production of these three advanced planning projects and supervising 8 planners and environmental specialists and several technical studies subconsultants in the preparation of the environmental analysis and in the construction of the Elements and planning documents.

CEQA Consulting Services, City of Norwalk, CA.

Infrastructure Engineers was recently selected to provide CEQA Consulting Services by performing Peer Reviews of various documents pertaining to the Norwalk Entertainment District-Civic Center Specific Plan Project. Malia utilizes her experience with environmental document development and review to serve as the Senior Environmental Planner for this project. Infrastructure Engineers will provide a review of the Environmental Impact Report (EIR) on behalf of and working closely alongside the City. The project is on an accelerated schedule. The City will provide Infrastructure Engineers with various sections of the EIR in phased review, and it is expected that reviews be completed within one week.

General Plan and Zoning Code Consistency Project, City of Bell Gardens, CA.

Infrastructure Engineers has been contracted to assist the City in updating the General Plan to ensure consistency with the Zoning Code. The City is evaluating approximately one hundred parcels for zone change to allow for more mixed-use and residential development throughout the city. Malia is the Project Manager for this project and leads the team in evaluating the City's proposed changes to determine where inconsistency will exist within the General Plan should these changes be made and therefore what additional edits to the General Plan will be necessary. The land use and zoning maps will be updated according to the approved changes.

Planning Support and Staff Augmentation Services, City of Adelanto, CA.

Infrastructure Engineers has been hired to provide support and staff to the City of Adelanto Planning Division. IE is currently providing a Director of Planning, an Environmental Specialist, a Planning Manager, three Senior Planners, an Associate Planner, an Associate Environmental Planner, and a Planning Technician. Malia provides on-call/as-needed planning support services, environmental compliance, and housing program consultations. She is assisting with the development of the 6th Cycle Housing Element.

Environmental Planner II, County of San Diego, Department of Public Works, Environmental Service Unit, San Diego, CA.

Malia managed the environmental processing of numerous public works projects, from concept through construction, and to final mitigation sign-off. Some example projects included road improvements, bridges, flood control facilities, dump remediation and complex emergency repair projects.





Albert Armijo – Environmental Manager

Education:

- PhD Candidate, Comparative Racial/Ethnic Studies, and History, University of California, Berkeley, CA
- MA, History and American Studies, Indiana University, IN
- BA, History and Comparative Culture, University of California, Irvine, CA

Years of Experience: 36+

Al has over 36 years of professional planning experience, during which he has created and supervised project work teams comprised of technical consultants, managed entitlement processes, secured entitlements for large-scale and small-scale development proposals for private and public clients, composed land use regulations, policies and planning studies including General Plan elements and Specific Plans, composed all levels of environmental documents in compliance with CEQA and NEPA regulations and guidelines, worked extensively with community and private interest groups, conducted public presentations on behalf of private clients and public entities, served as Planning Director for three cities, and performed project advocacy. His career in planning includes working on development projects in Orange, Los Angeles, Riverside, San Bernardino, and San Diego

counties, working in a staff support position for various cities in Orange County, Los Angeles County, San Diego County and Riverside County, and serving as a full-time employee with public agencies and with a large land development company.

Relevant Experience

Planner/Senior Environmental Specialist, Infrastructure Engineers, Brea, CA.

Al composes environmental documents including Environmental Impact Reports and Initial Studies/Mitigated Negative Declarations in compliance with California Environmental Act requirements. Al conducts peer reviews of technical studies for public jurisdictions, composes Planning Commission and City Council Staff Reports and Resolutions, and prepares required Public Notices of Public Agency and community meetings. He also conducts public workshops pertaining to environmental documentation. Al composes General Plan Elements, including Environmental Justice Elements, Public Safety Elements, and Land Use Element Amendments. Serve on work team that conducts demographic and housing research for, and composes, Housing Elements.

Planning Support and Staff Augmentation Services, City of Adelanto, CA.

Infrastructure Engineers has been hired to provide support and staff to the City of Adelanto Planning Division. IE is currently providing a Director of Planning, an Environmental Specialist, a Planning Manager, three Senior Planners, an Associate Planner, an Associate Environmental Planner, and a Planning Technician. Albert serves as the co-Planning Manager and oversees the planning and environmental services division of the City.

Interim Planning and Building Manager, City of Lynwood, CA.

Managed daily Planning Division and Building Division operations and personnel, including supervision of seven City staff members and additional consulting staff. In this position, served as Project Manager for major projects. Composed Requests for Proposals for large-scale City projects. Coordinated Planning Commission and City Council Agendas. Prepared Division Agenda Reports for City Planning Commission, City Council, City Manager, and Development Services Program Director. Conducted presentations before Planning Commission and City Council. Coordinated Planning and Building Departments' work with City





Code Enforcement Division. Worked with City Attorney on preparation of new Ordinances for inclusion in City Municipal Code. Reviewed and assisted in preparation of Development Agreements. Prepared environmental documentation and CEQA-required notices for large discretionary projects.

General Plan Update and Amendment to Redevelopment Plan; City of Grand Terrace, CA.

Served as Project Manager and primary author of CEQA documentation for General Plan Update and Redevelopment Plan Amendment project, including preparation of all required notices, coordination of technical studies, preparation of Preliminary Draft Environmental Impact Report and Draft Environmental Impact Report, composition of responses to comments and incorporation of all required information into a Final Environmental Impact Report for City of Grand Terrace. Principal issues addressed included land use, population, housing, air quality and vehicular circulation.

Project Manager, Presidio Del Mar, City of San Clemente, CA.

Conducted due diligence for single-family residential and habitat preservation project. Necessary entitlements included General Plan Amendment, Zone Change, Site Development Permit and Tentative Subdivision Map. Principal issues addressed pertained to aesthetics, viewshed protection, biological resources, hydrology, land use, grading and vehicular access.

Director of Planning Services, City of Aliso Viejo, CA.

Developed and implemented annual and short-term Planning Department objectives; supervised and evaluated work of Planning Department staff. Prepared annual and mid-year Planning Department budgets. Applied for various federal and State financial grants. Developed Requests for Proposals for securing consultants for large-scale, long-term projects. Coordinated and reviewed work of professional planning and technical contract consultants. Served as Project Manager for, and primary author of, the Aliso Viejo Town Center Vision, Concept and Specific Plans, the comprehensive General Plan Update, the Green City Initiative, the Art in Public Places Program, and the Aliso Viejo Ranch Community Center environmental analysis. Developed, and secured City Council approval of, City's first Zoning Code and Zoning Map. Conducted project-related community meetings and public presentations. Prepared and presented Planning Department Staff Reports to the Planning Commission and City Council. Implemented City Manager policies and directions. Interfaced with developers regarding projects in the City.

Chambers Group, City of Huntington Beach, CA.

Served as Principal Project Manager for, and contributing author of, City of Grand Terrace General Plan Update Environmental Impact Report. Composed Preliminary Draft Environmental Impact Report for superfund site in City of Huntington Beach. Supervised technical consultants within company (biologists; hydrologists; acoustics professionals) in work related to various environmental documents. Mentored environmental staff.

Sterling Medical Office Building: City of Irvine, CA.

Served as primary author of an Environmental Impact Report for a proposal to demolish an existing single-story medical office building and construct a three-story medical office building in its place. Necessary entitlements included a General Plan Amendment, Zone Change, and Master Plan. Principal issues addressed included aesthetics, air quality, biological resources, hazards and hazardous materials disposal, land use, noise, traffic, and water quality.

Bastanchury Road Widening; City of Yorba Linda, CA.

Served as sole author of an Initial Study and Mitigated Negative Declaration for a proposal to construct an additional traffic lane and associated improvements along a 2,500-foot segment of an existing roadway. Principal issues investigated and addressed pertained to air quality, General Plan consistency, water quality, noise, traffic safety, pedestrian safety, and aesthetics (street lighting).





Jason Wasmund - Senior Planner

Education:

- Master of Urban and Regional Planning, University of California, Irvine, CA
- BS, Environmental Policy, Analysis, and Planning

Years of Experience: 20

Jason Wasmund has over 20 years' experience in current and long-range planning, design, and historic preservation planning, including entitlement processing, planning counter assistance, historic resource research, preparation of staff reports, and public hearings, and has spent nearly his entire career working for cities in Southern California. To enhance his commercial cannabis program knowledge, in 2019, Jason received intensive commercial cannabis program process training sponsored by the South Bay Cities Council of Governments and is currently serving as the Commercial

Cannabis Program Planner for the City of Corona where he is exclusively processing Cannabis Program applications. He is also trained in Accessory Dwelling Unit (ADU) application processing and served as a historic preservation planner for the City of Pasadena.

Relevant Experience

Senior Planner, Infrastructure Engineers, Brea, CA.

Jason works on current and advanced planning projects at the firm. Recent projects include a 2021-2029 Housing Element Update, an Environmental Justice Element, a Public Safety Element Update, and a Specific Plan Amendment. As a planner, Jason is versed in the preparation of staff reports, resolutions, and ordinances; has extensive planning counter experience; and assists with public outreach activities such as scoping meetings, workshops, charrettes, and popup events.

Senior Planner, City of Adelanto, CA.

As part of IE's Planning Support and Staff Augmentation Services contract with the City of Adelanto, Jason provided on-site support services to the City on current and advanced planning projects, and CEQA compliance.

Associate Planner, City of Corona, CA.

Jason completed a 12-month assignment at the City of Corona as the exclusive planner assigned to process over fifty Commercial Cannabis Program application packets. His processing skills and knowledge resulted in the successful completion of his service.

Assistant Planner, City of Pasadena Design & Historic Preservation Section, CA.

Extensive background in design and historic preservation planning, including entitlement processing, preparation of staff reports, and public hearings. Jason participated in the designation of numerous landmarks, National Register nominations, design review of commercial buildings and multi-family residential development, numerous Certificates of Appropriateness, and implementation of a master development plan.

Assistant Planner, City of Glendora Department of Planning and Redevelopment, CA.

Extensive background in current planning, entitlement processing, regular counter assistance, research and preparation of staff reports, and public hearings before the Planning Commission and City Council. Projects included entitlement processing for new commercial buildings and additions; multi-family residential developments; new wireless sites and co-locations; second story reviews; code amendment ordinances; zone changes; variances; conditional use permits; and historic landmark designations.





John Moreno – Associate Environmental Planner

Education:

 BA, Urban Studies, California State University, Northridge, CA

Years of Experience: 17

John Moreno has 17 years of environmental planning experience and is perfectly suited for this assignment. John's in-depth understanding of CEQA compliance and NEPA guidelines are strengths that he will rely on to satisfy the environmental services needed by the City.

Relevant Experience

Associate Environmental Planner, Infrastructure Engineers, Brea, CA.

John, in his capacity as an Associate Environmental and Land Use Planner at Infrastructure Engineers (IE), reports directly to the Environmental Planning Manager. John assists with the preparation and/or review of technical studies and various environmental documents such as Initial Studies (ISs), Negative Declarations (NDs), Mitigated Negative Declarations (MNDs), and helps author Environmental Impact Reports (EIRs), and is experienced in the preparation of Mitigation Monitoring and Reporting Plans (MMRPs). John also processes entitlement applications; reviews and provides comments on development plans; and assists the Urban Planning group at IE with entitlement due diligence, permit, street vacation and encroachment permit preparation, dedication and easement application processing, public hearing preparation, and zoning research.

2024-2032 Housing Element Update, City of Shafter, CA.

Infrastructure Engineers has been hired to prepare the 6th Cycle, 2024-2032 Housing Element for the City of Shafter. John is the Associate Environmental Planner on this project.

Associate Environmental Planner, City of Adelanto, CA.

As part of IE's Planning Support and Staff Augmentation Services contract with the City of Adelanto, John provides on and off-site support services to the City on CEQA compliance.

Planner III, STV, Inc., Los Angeles, CA.

John's responsibilities included field work, field verification of requirements of Mitigation Monitoring and Reporting Plans (MMRPs); and interfacing with engineers, architects, planners, public agencies, construction contractors, and other environmental field personnel to support environmental compliance during construction. John assisted in the preparation of transit planning and transportation planning technical documents, including but not limited to feasibility studies and alternatives analyses. He assisted in the preparation and review of environmental technical reports and chapters of documents to comply with the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Responsibilities also included data processing, document control, researching, writing, word processing, GIS, graphics preparation, graphics formatting, document formatting, task management, client relations, and sub-consultant relations for transit/transportation planning and environmental planning tasks.

Land Use Planner, Los Angeles/San Francisco, CA.

John assisted clients in the Los Angeles and San Francisco Bay Area with land use entitlements. Prepared and coordinated the submittal of a variety of engineering, building and safety, and planning related applications to public agencies. Conducted due diligence by researching and reviewing plans, recorded maps, documents, title reports, legal documents, agency determination letters, easements, surveys, legal descriptions, improvement plans, ordinances, affidavits, and land records for clients. Performed entitlement due diligence, permit, street vacation and encroachment permit preparation, dedication and





easement application processing, public hearing preparation, and zoning research. Responsible for project and permit status tracking, record keeping, deliveries, and general project filing. Performed research and interfaced with city staff and employees.

CEQA/NEPA Project Manager/Consultant, Los Angeles Unified School District, Los Angeles, CA. John established project teams of technical experts for the preparation of CEQA/NEPA compliance documents for up to twelve new school construction projects ranging between \$20M - \$75M. Monitored daily progress of consultants, scopes of work, budgets, and schedules for the preparation of environmental compliance documents. Managed daily progress by consultants, vendors, and support staff on technical work products. Authored CEQA/NEPA environmental analysis documents for school development projects. Developed a district-wide mitigation monitoring protocol for construction and long-term operation. Conducted public scoping meetings to collect public input on the project and the Draft EIR. Conducted mitigation monitoring, reviewed architectural plans and renderings; conducted mold inspections, processed contract amendments, work requests and invoices. Responded to inquiries from Board of Education members prior and during project approval.

Environmental Analyst/Consultant, Sapphos Environmental, City of Pasadena, CA.

John established project teams of technical experts for the preparation of technical studies including traffic, geology, air and noise, cultural, Phase I reports, and hydrology studies for numerous development projects. Monitored daily progress of consultants, scopes of work, budgets, and schedules for the preparation of environmental compliance documents. Managed daily progress by consultants, vendors, and support staff on technical work products. Authored CEQA/NEPA environmental analysis for a diverse range of development projects. Assisted clients with public scoping meetings for the project and the Draft EIR. Assisted with the preparation of Request for Proposals (RFP).





Tyler Currie – Assistant Planner/Community Outreach

Education:

 BA, Urban Studies with a specialization in Urban Planning, Design, and Management, San Diego State University, San Diego, CA

Years of Experience: 3+

Tyler Currie is an Assistant Planner with municipal government experience. Tyler is experienced in community outreach, administrative support, construction documentation, and preproject management. Tyler acquired his Bachelor of Arts degree in Urban Studies with a specification in Urban Planning, Design, and Management. Tyler is a driven self-starter who uses his experience and knowledge of city planning to assist with development and planning projects.

Relevant Experience

Assistant Planner, Infrastructure Engineers, Brea, CA.

As a member of the planning group within the Development Services Department at Infrastructure Engineers, Tyler applies his education in Urban Studies with a specialization in Urban Planning, Design, and Management, and past city experience, to perform the various demands of our fast-paced work environment. His ability to learn quickly and retain knowledge has given him an edge as a planner.

Junior Clerk, San Francisco Public Works Architecture and Engineering, San Francisco, CA.

Provided oversight (electronically processing physical and digital files, plotting Standard Operation Procedures (SOP's), and tracking historical archives) on over 10 million files as file management liaison for the public works program for the City of San Francisco. Maintained documentation for distribution among 40 architects and engineers for succeeding tenant improvements.

Land Use Associate 1, Md7, San Francisco, CA.

Reviewed engineering and construction documentation for local jurisdiction applications, ensuring compliance with code guidelines for about 10 telecommunication projects. Acted as a liaison for customers and properly communicated permit timelines and processes.

Project Management Intern, Paganini Electric Corporation, San Francisco, CA.

Coordinated team meetings with project managers and jobsite foremen to solidify project deliverables, track documentation of projects, and plan realistic timelines of job relevant sites. Spearheaded the development of about 5 RFI (quotes, project blueprints, and timelines) proposals and small projects for local customers.

Real Estate Accounting Admin Assistant, Compass, San Francisco, CA.

Managed and provided final approval of contractual real estate compliance for various leases that were executed by landlords, agents, and lessees.





Cameron Lukos - GIS Specialist

Education:

- MS, Environmental Science & Technology, California State Fullerton, CA
- BA, Environmental Analysis, Pitzer College

Certifications:

• Data Analysis Certification

Years of Experience: 5

Relevant Experience

GIS Specialist, Infrastructure Engineers, Brea, CA.

Cameron Lukos is Infrastructure Engineer's GIS (Geographic Information Systems) specialist, working at the intersection of data analysis, programming, and cartography. His primary duties include analyzing spatial data through mapping software and designing digital maps with geographic data and various other data sets. Cameron assists our Land Use and Environmental Planners with the geospatial research and analysis necessary in Urban planning and creates/maintains interactive GIS systems for Infrastructure Engineers and local municipalities.

GIS Specialist/Associate Biologist, Ruth Villalobos and Associates, Ontario, CA.

Supported and assisted in conducting biological surveys and wetland delineations. Prepared maps and complex databases using a variety of digital data sources including the most current aerial photography, AutoCAD, GPS field collection data, and geo-transformation of historic data for production of various reports, including wetland delineations and permit applications. Reviewed and prepared EIR and CEQA document sections, project descriptions, technical documents, and biological documents. Utilized software knowledge including ArcGIS 10.X, ArcGIS Online, Arc Collector, Trimble GPS Receivers, Pathfinder Office Software, Adobe Photoshop, and Microsoft Office (Word, Excel, PowerPoint).

GIS Technician, Glenn Lukos Associates, Santa Ana, CA.

Formulated numerous GIS models for wetland delineations, mitigation plans, biological surveys, environmental planning, and land use planning. Conducted GIS analyses for U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife jurisdictional delineations, biological resources, and impact and environmental assessments/alternatives analyses. Prepared relevant, presentable, project-specific exhibits for reports and CEQA documents that depict aquatic resources, biological resources, monitoring areas, proposed impacts, proposed restoration, and photo documentation.





H. Firm's Related Experience

2021-2029 Housing Element Update and EIR City of Lynwood

Client Contact Information:

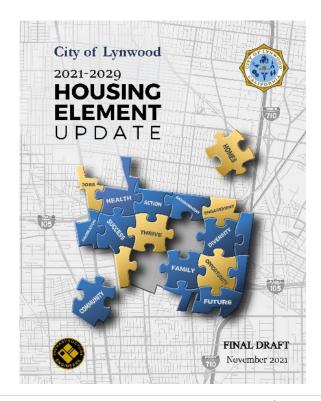
- Gabriel Linares, Community Development Director
- (310) 603-0220
- glinares@lynwood.ca.us
- Project Cost: \$99,093
- Dates of service: 2021 2023

IE Team Members:

- Andre Dupret Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo Environmental Specialist



Infrastructure Engineers is currently in the final phase of production on the City of Lynwood's 2021-2029 Housing Element Update (HEU). In-depth analysis resulted in an adequate inventory of sites on which to accommodate new housing units during the 2021-2029 planning period while addressing the 6th Cycle Housing Element guidelines and RHNA goal of 1,555 housing units. In addition, our team conducted an environmental review of the project in compliance with local requirements, and the State CEQA Guidelines. An initial study was completed to address the environmental impacts and the quality-of-life issues that increased development would cause. Infrastructure Engineers also prepared a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.







2021-2029 Housing Element Update City of Huntington Park

Client Contact Information:

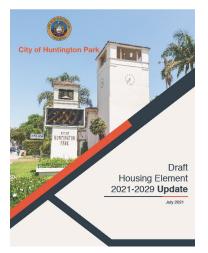
- Steve Forester, Interim Director of Community Development
- (323) 582-6161
- sforester@hpca.gov
- Project Cost: \$150,000
- Dates of service: 2021 2022

IE Team Members:

- Andre Dupret Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo
 Environmental Specialist



Infrastructure Engineers planning staff prepared a LEAP Grant application on behalf of the City for a \$150,000 grant to fund the preparation of the 6th Cycle HEU, related environmental documents and progress reports for the 5th and 6th Cycle HEUs. Our planning staff are currently assisting the City come into compliance with some 5th Cycle HE deficiencies as well as coordinating with the Gateway Cities Council of Governments on responses to the Department of Housing and Community Development (HCD) on outstanding 5th Cycle HEU issues. The City of Huntington Park is a built-out city with ongoing issues of overcrowding, a lack of developable parcels, and waning developer interest caused, in part, by the current COVID-19 economic downturn. As part of the 6th Cycle HEU project, the City will embark on an aggressive community outreach program to illicit the participation and input of the community, its residents, business owners, and other stakeholders to develop an action plan that is practical, doable and which results in more housing units for the City. Infrastructure Engineers staff will be assisting the City in this effort and will also provide support on efforts to address the issues of infrastructure capacities, environmental impacts, economic disenfranchisement, quality of life, and social inequity.







Housing Element Update City of Aliso Viejo

Client Contact Information:

- So Kim, Community
 Development Director
- (949) 425-2527
- skim@avcity.org
- Project Cost: \$100,000
- Dates of service: 2017 2020

IE Team Members:

Albert Armijo
 Director of Planning



Our City Planner and Environmental Specialist, Al Armijo, serving as the Director of Planning, created, directed, and managed the preparation of Aliso Viejo's first certified Housing Element (4th Cycle). Al managed the environmental consultant work team in the preparation of the HEU. While the Housing Element was being prepared in compliance with all State requirements, the project team worked simultaneously on major changes to the General Plan and necessary changes to the City's Zoning Code. The project required not only major research, analysis, and composition, it also required a significant number of community meetings and public outreach, preparation of an environmental impact report, and frequent direct contact with staff of various State agencies. The adopted Housing Element established eleven Housing Programs which became the basis for annual progress reports. The Housing Programs included: 1) Adequate Sites for Affordable Housing; 2) Affordable Housing In-Lieu Funds; 3) Home Ownership Assistance Programs; 4) Section 8 Housing Choice Vouchers; 5) OCHA Special Needs Groups Rental Assistance Program; 6) City Grants for Special Needs Groups; 7) Code Enforcement; 8) Conservation of Existing and Future Affordable Units; 9) Streamline Residential Permit Processing; 10) Fair Housing Services; and 11) Encourage Energy Conservation. State Housing and Community Development staff certified the Housing Element, marking the successful completion and implementation of Aliso Viejo's initial Housing Element.







Environmental Justice Element City of Lynwood

Client Contact Information:

- Gabriel Linares, Community Development Director
- (310) 603-0220
- glinares@lynwood.ca.us
- Project Cost: \$46,040
- Dates of service: 2022 2023

IE Team Members:

- Andre Dupret Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo Environmental Specialist



Low-income residents, communities of color, tribal immigrant and communities disproportionately experienced some of the greatest environmental burdens and related health problems. Historically, these communities have been located near freeways and other heavily traveled roadways, dangerous intersections, and industrial uses. These locations have had a direct and negative effect on the health of residents of those communities. Infrastructure Engineers has been engaged by the City of Lynwood to develop and Environmental Justice Element whereby the City can take actions to promote public health, provide protection from environmental hazards, and enrich the quality of life for all residents of Lynwood. The Environmental Justice Element stipulates the following four primary goals:

- To promote safe and sanitary housing opportunities
- To reduce City residents' exposure to air, water, and soil pollution
- To ensure resident access to healthy food
- To encourage active engagement in civic life





Safety Element Update City of Lynwood

Client Contact Information:

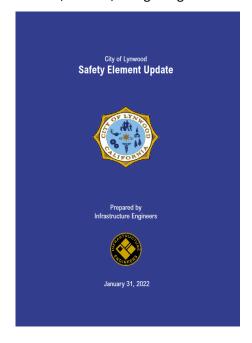
- Gabriel Linares, Community Development Director
- (310) 603-0220
- glinares@lynwood.ca.us
- Project Cost: \$19,500
- Dates of service: 2022 2023

IE Team Members:

- Andre Dupret
 Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo
 Environmental Specialist



IE has been engaged to update the City's Safety Element of the General Plan. The purpose of the Element is to identify and address potential hazards within or affecting the City of Lynwood. Goals and policies are established in the Element to minimize potential dangers to residents, workers and visitors while identifying actions needed to manage crises such as earthquakes, fires, and floods. Continuing education of public officials and residents about potential hazards within the community, emergency preparedness, and evacuation routes are also addressed. The Element covers the following hazards as they pertain to conditions in the City: seismically induced conditions including ground shaking, surface rupture, ground failure, tsunami and seiche; slope instability leading to mudslides and landslides; subsidence and other geologic hazards; flooding; wildland and urban fires; evacuation routes, water supply requirements and design standards for new development as they relate to identified fire, seismic, and geologic hazards.







I. Firm's Recent Work Performance in Kern County

2024-2032 Housing Element Update City of Shafter

Client Contact Information:

- Steve Esselman, Community Development Director
- (626) 746-5002
- sesselman@shafter.org
- Project Cost: \$288,046
- Dates of service: 2022 2024

IE Team Members:

- Andre Dupret Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo
 Environmental Specialist



Infrastructure Engineers has been hired to prepare the 6th Cycle, 2024 - 2032 Housing Element for the City of Shafter including the required environmental assessment. Malia is the Project Manager on this project.







General Plan Amendment/Zone Change No. 22-0263 EIR City of Bakersfield

Client Contact Information:

- Jose Fernandez, Associate Planner
- (661) 326-3778
- jfernandez@bakersfieldcity.us
- Project Cost: \$89,275
- Dates of service: 2022 2023

IE Team Members:

- Andre Dupret Principal-in-Charge
- Malia Durand
 Project Manager
- Albert Armijo Environmental Specialist



The City of Bakersfield has selected Infrastructure Engineers to prepare an Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA), Guidelines. The EIR will analyze the potential environmental impacts related to General Plan Amendment/Zone Change No. 22-0263 which is a request to amend the land use designation from HI (Heavy Industrial) to SI (Service Industrial) and change the zone classification from M-3 (Heavy Industrial) to M-2 (General Manufacturing). The request will be considered by the Bakersfield Planning Commission and City Council.









J. Firm's Scope of Work

This section describes our systemic approach to the scope of work, delivery of services, and associated tasks. Tasks are numbered according to the RFP.

Task 1: Project Initiation

Task 1.1: Project Kick-Off Meeting

During the project kick-off meeting, Infrastructure Engineers will begin to develop a revised project schedule, with milestones. Our team will initiate the kick-off meeting with City staff and our partners for team introductions, initiate the roadmap to proceed with tasks, and receive guidance to ensure our team and City staff are in accord with the methods to obtain information needed to develop revised goals and objectives for the new 2024-2032 Housing Element Update. The schedule will include the appropriate level of interaction and review with HCD for the certification process.

Additionally, our Project Managers will meet bi-weekly with the City's Project Manager to report on updates, action items and deliverables and ensure objectives and milestones are met. In addition, our team will coordinate and hold pre-scheduled monthly meetings with stakeholders and key team members.

<u>Deliverables: Memorandum of kick-off meeting in PDF format.</u>

Task 1.2: Project Schedule

Our team will work with City staff to finalize a Project Schedule within ten (10) working days after the kick-off meeting. The schedule will be compliant with SB 18 and AB 52 regulations and include tasks and milestones for response to comments and certification of the HEU by the Department of HCD prior to December 2023. It will include a public outreach timeline with public meetings and anticipated commission and council hearings, workshops, and study sessions in addition to an environmental review timeline. In addition, the schedule will include:

- Key milestones and tasks with adequate time for staff review of HEU work products
- A Public Outreach Program timeline
- Anticipated Planning Commission and City Council hearings, workshops, and study sessions dates

Deliverables: Initial project schedule and monthly updated schedules in PDF format.

Task 1.3: Project Management and Coordination

Infrastructure Engineers' project leads will schedule meetings with City staff, as necessary to ensure objectives and milestone are being met. All required meetings will be held via conference call, virtually, or in-person at the City's discretion. Our project team will prepare a meeting summary, to include action items for each meeting and will also work closely with project staff members to ensure that assigned tasks are completed in a timely manner, that meetings are held according to the project schedule and proceedings recorded, and that the production of the HEU and supporting documents are completed on schedule and filed for shared use. In addition, Infrastructure Engineers project staff will create and make presentations to the City and/or stakeholders as required.

Deliverables: Meeting summaries of scheduling and organization in PDF format.

Task 2: Housing Element Update

Task 2.1: Current Housing Element Review and Evaluation

Our team will compare results of actual and projected outcomes and expectations contained in the 2015-2023 Housing Element. A focused analysis will include a study of the Land Use, Circulation, Public Facilities, and Economic Development Elements as well as any relevant Specific Plans. Infrastructure Engineers will





review City documents and provide a summary of citywide conditions, resources, constraints, and funding options. Documents include, but are not limited to, the General Plan, Ordinances, Housing Programs and Policies, and related environmental documents. We will identify existing governmental and non-governmental (i.e., environmental) constraints to accelerated housing development within the City and formulate strategies to combat and alleviate these constraints. Infrastructure Engineers will conduct an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2015-2023). This evaluation of the existing Housing Element will aid in the identification of existing programs that may require revision or expansion to enhance the efficiency in attaining the goals outlined in the Housing Element. This evaluation will also assist in determining additional programs that may be necessary.

<u>Deliverables: Inventory of information and data in PDF format.</u>

Task 2.2: Housing Assessment and Needs Analysis

Infrastructure Engineers will complete a full housing assessment and needs analysis that is in compliance with state laws. We will obtain and analyze current demographic, economic, infrastructure and housing data needed to complete this task. The assessment will include the following:

- *Identification of the Study Area:* This includes the entire City for which the Housing Needs Assessment applies.
- **Evaluation of Demographics & Economics:** The profile will provide in-depth details about the market areas, including population and household characteristics, development characteristics, economic characteristics, current housing stock, and the housing market conditions.
- Evaluation of Community and Public Services: Our team will provide an overview of services
 available to residents, including, but not limited to, parking alternatives, public transit, shopping,
 medical, public safety, recreational facilities, utilities, and public infrastructure. These identified
 services will be evaluated to determine how they affect potential demand for housing.
- Housing Stock Inventory: This section will include housing stock characteristics that are analyzed
 and displayed for the study areas. These characteristics include, but are not limited to, housing
 tenure (renter vs. owner), age of housing, general housing condition, housing values, rent levels,
 etc. The analysis will include housing gap estimates for each target market by identifying net gain,
 decline and demand of market-rate and income-restricted housing utilizing various levels of
 income stratifications.

Our team will also take an inventory of rental housing supply that includes multifamily rental housing properties in the study areas, such as government-subsidized and affordable Tax Credit properties, as well as market-rate properties.

We will take inventory of for-sale housing supply that includes data for the subject market from sources such as Multiple Listing Services, Realtor.com, and the local tax assessor. Data will be collected and analyzed for both historical sales (typically from 2010 to current) and available information on for-sale housing alternatives. This will provide valuable information such as sales trends, including pricing, and the product that is currently available for purchase.

Finally, we will identify projects in the development pipeline.





• Stakeholder Interviews: We will conduct interviews and obtain local insight from area stakeholders regarding current housing conditions and trends, to identify anticipated housing needs, and to determine if there are barriers that exist that may limit residential development in the market. Stakeholders will be asked for input on what housing products or markets should be a priority for the area. This insight is used in conjunction with quantitative data to assess market issues. The use of surveys disseminated to developers, stakeholders and throughout the City's demographic population will aid in the collection of public opinion.



Our team will conduct interviews and obtain local insight from area stakeholders regarding current housing conditions and trends

- Housing Gap Analysis (Demand Estimates): Based on the existing housing stock within the study area and both current and projected demographics, a housing gap analysis will be completed for the primary study area (PSA). The gap analysis will determine whether a deficit or surplus of housing units exists for households at various income bands for rental and for-sale housing. The demand analysis will consider existing current household estimates, as well as household growth projections by income and tenure. The rental demand calculations should also consider cost-burdened households and those living in substandard housing. The for-sale demand calculations will take into consideration household growth and the need for replacement housing (older, substandard housing).
- Conclusions/Recommendations: The conclusions typically summarize the depth of the market for
 additional housing within the PSA. Specific conclusions may include recommendations for the
 types of housing development that should be pursued and supported, as well as types of housing
 that will be needed in the short, medium and long term (projected five years ahead, or longer),
 recommendations as to the types of programs that the local government should consider
 expanding or providing for the development/redevelopment of necessary housing and
 recommended priorities for funding of projects.

Deliverables: Inventory of information and data in PDF format.

Task 2.3: Housing Parcel Identification (Sites Inventory) Analysis

Our team will prepare a sites analysis showing the relationship between the City's 6th Cycle RHNA and the City's current dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. We will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity. Potential zoning strategies could include the rezoning of sites to accommodate for the City's RHNA.

<u>Deliverables: Inventory of information and data in Excel format.</u>

Task 2.4: Housing Production Constraints Analysis

Our team will identify programmatic, physical, and financial housing resources available in the City. As well, we will analyze geographical, administrative, and other constraints. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, we will propose strategies to address them. Interviews with City staff/local developers/affordable housing stakeholders will be conducted to determine what the primary constraints to accelerated housing production are within the City. Our research will include review of current City regulations, codes, and standards related to housing.





Deliverables: Inventory of information and data in PDF format.

Task 6: Community Outreach

Task 6.1: Community Engagement Plan

Infrastructure Engineers anticipates two scoping meetings with the community; one workshop-style meeting conducted in the early stages of the information gathering process to introduce the Housing Element project, distribute surveys, and gather public comments and POVs; stage a community update meeting midway in the production process after fieldwork and housing constraints analysis are completed; and if necessary, the Infrastructure Engineers team is fully equipped to execute virtual community meetings and workshops in place of live, in-person, gatherings. All data will be archived and available for the City's use. As part of the preparation for presentations, the Infrastructure Engineers community engagement staff will prepare all necessary branded outreach materials for distribution, communication and advertising purposes including for the City's website, social media platforms, flyers, announcements, notices, display boards, surveys, and PowerPoint presentations. If needed, collateral materials can be translated and prepared in Spanish by our in-house staff at no additional charge.

Our production team will prepare all project notices in paper and electronic format for mailings, for use on social media platforms, and for posting on the City's website. When it comes to promoting the community meeting, the Infrastructure Engineers team will cast a wide net to ensure as many community members as possible are aware of the event. Our team will coordinate with the City to update the City's website to prominently display the meeting notification, publicize the event on all social media feeds, and provide information via email blasts to keep the public fully apprised of all community meetings, any modifications to the meeting schedule, and the format of the meeting if restrictions are enforced due to COVID-19.

Deliverables: All outreach materials in PDF format.

Task 6.2: Study Session

Infrastructure Engineers' community engagement team will be responsible for the preparation of all required project branding design and development for collateral materials such as flyers, announcements, posters and presentation boards, and any required PowerPoint presentations. We will conduct a joint study session of the Planning Commission and City Council following the community outreach and engagement phase to receive early input on the HEU.

Deliverables: Presentation materials; Memoranda of session results, action items, etc., in PDF format.

Branding and Publicity

Our team will employ their graphic design abilities to develop eye-catching and professional project collateral, including flyers, posters, and digital materials. We will ensure the look and messaging are consistent with every piece we produce. All materials will be provided in both English and Spanish. As well, we will create a logo for the project to brand every piece of marketing material we create. The logo will be simple, memorable, and versatile. As well, Infrastructure Engineers will prepare a "kit of parts" to distribute at community events. Our graphics staff are talented page layout specialists and skilled designers. They will be responsible for creating flyers for distribution.

Task 6.3: Public Hearings

Infrastructure Engineers will prepare all required Planning Commission and City Council meeting staff report drafts, exhibits, and presentations for City staff review. Our staff will also attend all public hearings of the Planning Commission and/or City Council as required.





Our production team will prepare all project notices in paper and electronic form for mailings, for use on social media platforms, and for posting on the City's website. When it comes to promoting the community meeting, the Infrastructure Engineers team will cast a wide net to ensure as many community members as possible are aware of the event. Our team will coordinate with the City to update the City's website to prominently display the meeting notification, publicize the event on all social media feeds, and provide information via email blasts to keep the public fully apprised of all community meetings, any modifications

to the meeting schedule, and the format of the meeting if restrictions are enforced due to COVID-19.

When issuing public notices for virtual meetings, our team will clearly convey the following information to maximize attendance and public input to ensure the City achieves an updated Housing Element that meets the needs of the community:

If the meeting is virtual, we will describe how members of the public can observe and participate in the meeting.

We will provide a phone number or email address where members of the public can obtain additional information on how the City will conduct the meeting and how to get assistance in participating electronically.

We will note any limitations on public access or comments that are different than a regular public meeting (such as requiring speakers to sign up or provide comments in advance).



Example of a Public Notice to be displayed on the City's website, broadcast on social media, and distributed through eblasts.

All data will be archived and available for City's use.

<u>Deliverables: Draft Staff Reports and presentation materials; Memorandum of hearing results, action</u> items, etc., in PDF format.

Task 7: Consistency Review of All General Plan Elements

In compliance with Government Code §65300.5, the goals, policies and objectives and various accompanying analyses and text of the Housing Element must be reviewed in the context of the rest of the elements of the General Plan. We will revise the Housing Element to ensure it includes a discussion of how internal consistency within the General Plan has been achieved and how internal consistency will be maintained throughout the planning period (Government Code §65583(c)(7), that there is consistency with other General Plan elements such as Land Use, Circulation and Open Space, and that it is compliant with State law.

<u>Deliverables: Inventory of information and data in PDF format.</u>

Task 7.1: Housing Policies and Programs

The City has the responsibility to adopt a program that implements the policies, goals and objectives of the Housing Element through their vested powers, particularly over land use and development controls, regulatory concessions and incentives, and the utilization of financial resources. SB 375 amended sections of housing law to include specific requirements, including timelines and consequences.

The Housing Element must include programs to address the following six areas:





- Adequate Sites.
- Assist in the development of adequate housing to meet the needs of extremely low-, low- and moderate-income households.
- Address and remove governmental constraints.
- Conserve and improve the condition of the existing affordable housing stock.
- Promote housing opportunities for all persons.
- Preserve units at-risk of converting to market rate uses.

Examples of recommended policies that the City of Wasco can consider as part of this section, and which have been adopted by various jurisdictions throughout the State of California include:

Policy

- The City encourages development of residential uses in strategic proximity to employment, recreational facilities, schools, neighborhood commercial areas, and transportation routes.
- The City revises its ordinances and fees to encourage development of secondary dwellings, and further promote secondary dwellings. For example, the City can consider revising road requirements and public facility fees for secondary dwellings or according to home size.
- The City can integrate and disperse special needs housing within the community and in close proximity to transit and public services.
- The City invests in infrastructure and public facilities to ensure that adequate water, sewer, roads, parks, and other needed services are in place to serve existing and future residential developments.
- The City encourages the development of senior housing and assisted living facilities, especially
 near transit, recreational facilities, medical centers and hospitals, neighborhoods well served by
 pedestrian facilities, and access to healthy food.

<u>Deliverables: Inventory of information and data in PDF format.</u>

Task 7.2: Quantified Objectives

State law mandates that quantified objectives must establish the maximum number of housing units by income category that can be constructed, rehabilitated, and conserved over a five-year time period (Government Code §65583(b).

<u>Deliverables: Inventory of information and data in PDF</u> format.

Task 7.3: Revised Maps and Figures

Our team will revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan document.

<u>Deliverables: Inventory of information and data in PDF</u> format.



Our team will revise maps, figures, and other significant elements of the General Plan to ensure consistency throughout the document.

Task 8: Environmental Documentation

Task 8.1: Environmental Determination – Categorical Exemption

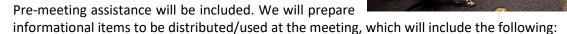
It is the City's determination that a Categorical Exemption is sufficient at this time. Infrastructure Engineers will proceed with an Exemption for the Housing Element Update, per the City's request.





Task 9: Public Hearings & Preparation of Presentation Materials

Infrastructure Engineers' staff will attend three to five public hearings and conduct one public scoping meeting to present primary characteristics of the proposed revisions to the Housing Element, and to solicit comments regarding the scope and content of environmental issues to be addressed in the environmental document.





- A flowchart defining the entire environmental review process highlighting opportunities for public input.
- A summary of project characteristics.
- Comment cards, surveys, and questionnaires designed to obtain focused responses to identify resident and stakeholder concerns to assist the City and Infrastructure Engineers team in focusing the topical analysis of the Housing Element Update and the environmental document.

Infrastructure Engineers staff will advise the City if, based on comments made at the Public Scoping Meeting, additional or supplemented technical analyses will be required to accurately assess potential levels of impacts resulting from the proposed updates to the Housing Element; we will then develop baseline conditions.

<u>Deliverables: Flowchart; Summary of Characteristics; comment cards/surveys/questionnaires; PowerPoints.</u>

Task 10: Adoption and Certification

Infrastructure Engineers will prepare the Notice of Determination (NOD) and submit the required filings with state agencies and the County Recorder's Office as may be necessary. The NOD must be filed within five working days after approval of the project.

Since the City is the lead agency, Infrastructure Engineers will ensure that the NOD is filed with the County Clerk of Kern County and the State Clearinghouse.

In addition, Infrastructure Engineers will ensure that the NOD filed with the Kern County Clerk is made available for public inspection and posted within 24 hours of receipt for a period of at least 30 days. The filing of the NOD and its posting starts a 30-day statute of limitations on court challenges to the approval under CEQA; failure to file the NOD will allow a 180-day statute of limitations on court challenges.

Infrastructure Engineers will prepare and circulate the Notice of Completion for the MND through the State Clearinghouse to local agencies and interested persons and for public review and will ensure all aspects of circulation and noticing for the Final MND are undertaken per appropriate protocols. Infrastructure Engineers will also work with the City to ensure the full disposition of the Final MND. The City shall:

• File copy of final MND with Planning Department; include Final MND as part of the regular project report. Retain copies of the Final MND as public records for a reasonable period of time.

<u>Deliverables: Notice of Determination (NOD) stamped by the County Clerk; Notice of Completion (NOC); in Word and PDF formats; up to 25 hardcopies of final environmental analysis.</u>





K. Firm's Proposed Schedule

Infrastructure Engineers' "Proposed Schedule" appears on the following page:





City of Wasco 2024-2032 Housing Element Update

Project Schedule with Milestones

Date: 11/10/22

TASK DESCRIPTION	Month 1		Month 2		Month 3	n	Month 4	Mo	onth 5	N	Month 6		Month 7		Mo 8	onth 8	N	Month 9		Mor 10			Month 11
1 Project Initiation	-																						
1.1 Project Kick-Off Meeting																							
1.2 Project Schedule																							
1.3 Project Coordination																							
2 Housing Element Update																							
2.1 Current Housing Element Review and Evaluation																							
2.2 Housing Assessment and Needs Analysis																							
2.3 Housing Parcel Identification (Sites Inventory) Analysis																							
2.4 Housing Production Constraints Analysis																							
6 Community Outreach																							
6.1 Community Outreach																							
6.2 Study Session																							
6.3 Public Hearings																							
7 Consistency Review of All General Plan Elements												-		•									
7.1 Housing Policies and Programs																							
7.2 Quantified Objectives																							
7.3 Revised Maps and Figures																							
8 Environmental Documentation														-									
8.1 Environmental Determination - Categorical Exemption																							
9 Public Hearings & Preparation of Presentation Materials																							
9 Public Hearings & Preparation of Presentation Materials																							
10 Adoption and Certification																							
10 Adoption & HCD Certification																							
= Scoping Meeting(s)	= Planning Co	mmissior	Meetings/	Public He	earing						= Ong	going Tas	ks				= F	Public/H	CD Review	v Periods/	HCD Certific	cation	
= Project Coordination Activities/City Staff Meetings	= City Council	Meetings	/Public Hea	ring							= Env	ironment	tal Analysis										

Wasco City Council Meeting Schedule - 1st and 3rd Tuesdays at 6:00 PM

Planning Commission Schedule - 2nd Monday @ 6:00 PM





L. Firm's Fee Proposal

Infrastructure Engineers' "Fee Proposal" appears on the following page:



Infrastructure Engineers 3060 Saturn Street, Suite 250 Brea, CA 92821

City of Wasco 2024-2032 Housing Element Update Fee Proposal

11/10/22

TASK DESCRIPTION	Principal-in-Charge/ Planning Manager	Project Manager	Environmental Manager	Senior Planner	Associate Environmental Planner	Assistant Planner/ Community Outreach	GIS Specialist		.
•	Name: Andre Dupret	Malia Durand	Albert Armijo	Jason Wasmund	John Moreno	Tyler Currie	Cameron Lukos	10	OTAL FEE
Billing	Rate: \$180	\$168	\$158	\$149	\$135	\$129	\$150		
PROJECT SCOPE OF WORK									
Task 1 : Project Initiation									
Task 1.1: Project Kick-Off Meeting		4	4					\$	1,304
Task 1.2: Project Schedule		8	4					\$	1,976
Task 1.3: Project Coordination	40	80	30					\$	25,380
Task 2 : Housing Element Update									
Task 2.1: Current Housing Element Review and Evaluation	2	24	4	20		10		\$	9,294
Task 2.2: Housing Assessment and Needs Analysis	3	24	4		40	15		\$	12,539
Task 2.3: Housing Parcel Identification (Sites Inventory) Analysis	2	24	3			10	60	\$	15,156
Task 2.4: Housing Production Constraints Analysis	4	16	28	10	20	20		\$	14,602
Task 6: Community Outreach									
Task 6.1: Community Engagement Plan	5	20	4		10			\$	6,242
Task 6.2: Study Session	5	8	8		5			\$	4,183
Task 6.3: Public Hearings	5	20			5			\$	4,935
Task 7: Consistency Review of All General Plan Elements									
Task 7.1: Housing Policies and Programs	4	24	12	20	20	20		\$	14,908
Task 7.2: Quantified Objectives	2	10	8	10	10	10		\$	7,434
Task 7.3: Revised Maps and Figures	2	4	4				60	\$	10,664
Task 8: Environmental Documentation									
Task 8.1: Environmental Determination - Categorical Exemption	1	16	12					\$	4,764
Task 9: Public Hearings & Preparation of Presentation Materials									
Task 9: Public Hearings & Preparation of Presentation Materials	10	20	10		10			\$	8,090
Task 10: Adoption and Certification									
Task 10: Adoption & HCD Certification	10	16	16		8			\$	8,096
TOTAL HO	OURS 95	318	151	60	128	85	120		
TOTAL PROJECT C	COSTS							\$	149,567

^{*} Hourly rates are all-inclusive. Hourly rates provided in this fee proposal represent a discounted rate for the City of Wasco.

City of Wasco

2022-2023 HOURLY RATE SCHEDULE (effective March 1, 2022)



Principal in Charge	\$238	Community Development—		Fire Prevention	
Civil Engineering/Traffic Engin	eering	Environmental & Planning		Fire Marshal	\$165
Project Manager	\$185	Director	\$195	Fire Investigator	\$154
Principal Engineer	\$180	Development Services Manager	\$189	Fire Plans Examiner	\$143
Senior Engineer	\$170	Project Manager	\$173	Senior Fire Inspector	\$138
Senior Plan Check Engineer	\$175	Planning Manager	\$167	Fire Inspector	\$120
Plan Check Engineer	\$165	Principal Planner	\$163	Counter Technician	\$93
Associate Engineer	\$155	Senior Planner Associate Planner	\$153 \$139	Architectural Services	
Assistant Engineer	\$145	Assistant Planner	\$129	Director	\$200
Engineering Associate	\$135	Planning Technician	\$98	Studio Manager	\$184
Engineering Assistant	\$115	CEQA/NEPA Specialist	\$175	Senior Project Manager/	\$176
GIS Analyst	\$150	Environmental Specialist	\$170	Senior Architect	ψσ
CAD Manager	\$135	Senior Environmental Planner	\$165	Project Manager/Project Architect	
CAD Designer	\$110	Environmental Planner II	\$155	Senior Job Captain	\$126
CAD Technician	\$100	Environmental Planner I	\$144	Job Captain	\$105
Engineering Technician	\$105	Environmental Technician	\$ 100	Drafter	\$90
Principal Traffic Engineer	\$185	Municipal Engineering Suppor	rt	Program Management/Public Out	reach
Senior Traffic Engineer	\$170	Interim City Manager	\$220	Program Director	\$184
Traffic Engineer	\$150	Assistant/Deputy City Manager	\$197	Web Designer	\$150
Water/Wastewater/NPDES		City Engineer	\$178	Media Specialist	\$145
		City Traffic Engineer	\$169	Program Coordinator	\$135
Senior Water Engineer	\$167	Deputy City Engineer	\$169	Photographer	\$128
Water Engineer	\$158	Deputy City Traffic Engineer	\$161	Outreach Specialist Interpreter/Translator	\$125 \$125
Program Manager (NPDES)	\$168	Plan Check Engineer Plan Examiner	\$178	Production Assistant	\$125 \$85
Inspector (NPDES)	\$110	CIP Manager	\$155 \$178		
Environmental Scientist	\$105	Associate Engineer	\$170 \$149	Fund Administrator	\$138
Surveying		Engineering Associate	\$142	Labor Compliance Coordinator	\$105
Project Manager	\$185	Engineering Assistant	\$118	Administrative & Clerical Serv	ices
Plan Checker	\$162	Engineering Technician	\$106	Organizer/Supervisor	\$108
(Subdivision & Survey Document)	ΨΙΟΣ	Building & Safety		Administrative Assistant	\$90
Survey Analyst	\$150		A 475	Clerk Typist	\$80
Survey Crew (2-man)	\$236	Building Official Plan Check Engineer	\$175	Other Charges	
Survey Crew	\$278	Landscape Plan Checker	\$165 \$162	Delivery	6440
(2-man, prevailing wages)		Senior Certified Access Specialist	\$162 \$165	Mileage (Current federal guideline	\$110
Construction Management		Certified Access Specialist	\$155	rate @ time of billing)/Mile	
Construction Manager	\$188	Plans Examiner '	\$145	Travel Cos	t + 15%
Resident Engineer	\$188	Code Enforcement Manager	\$145		t + 15%
Scheduler/Controller	\$163	Code Enforcement Officer	\$127		. 1070
Utilities Coordinator	\$103 \$138	Senior Building Inspector	\$127		
Senior PW Observer/Inspector	\$130	Building Inspector	\$120		
Senior PW Observer/Inspector	\$130 \$191	Grading Inspector	\$120		
(prevailing wages)	ΙΕΙΨ	Counter Technician	\$105		
PW Observer/Inspector	\$113				
PW Observer/Inspector	\$159				
(prevailing wages)	•				

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 1.5 times the listed billing rates.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

Keri Cobb, Community Development Director

Tom Schroeter, City Attorney

DATE: December 6, 2022

SUBJECT: Adopt and Waive the Second Reading of an Ordinance of the City Council

of the City of Wasco Repealing and Re-enacting Chapter 15.08 of the City of Wasco Municipal Code Relating to Fire Prevention Regulations and Adopting by Reference the California Code of Regulations Title 24, Part 9,

2022 Edition of the California Building Standards Code

Recommendation:

Staff recommends that the City Council adopt and waive the second reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.08 of the City of Wasco Municipal Code Relating to Fire Prevention Regulations and Adopting by Reference the California Code of Regulations Title 24, Parts 9, 2022 Edition of the California Building Standards Code.

Discussion:

Pursuant to Health and Safety Code Section 18938 (c), the California Building Standards Commission updates State building code standards every three years, and cities and counties must re-adopt their local building codes to be consistent with the State standards. The 2022 edition of the California Code of Regulations, Title 24, Parts 1-12, is now available for local adoption, to become effective January 1, 2023.

Chapter 15.08 of the Wasco Municipal Code contains the City's fire prevention standards and indicates which of the State building codes are adopted by the City. As indicated in the ordinance amendment, the adoption of this ordinance will adopt Part 9 of the California Code of Regulations, Title 24 by reference. The updated codes will become effective January 1, 2023, and will apply for the next three years until Title 24 of the California Code of Regulations is again updated.

Fiscal Impact:

Monies for the purchase of new code books were budgeted in the 2022/2023 City of Wasco Annual Budget, and electronic and hard copy versions of the 2022 code have been purchased.

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1. Re-enacted Chapter 15.08, Fire Prevention Code, First Reading

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPEALING AND RE-ENACTING CHAPTER 15.08 OF THE CITY OF WASCO MUNICIPAL CODE RELATING TO FIRE PREVENTION REGULATIONS, AND ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9, 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE

The City Council of the City of Wasco does ordain as follows:

Section 1: Repeal

Chapter 15.08 of the Wasco Municipal Code is hereby repealed in its entirety.

Section 2: Purpose and Authority

The purpose of this Ordinance is to adopt by reference the 2022 edition of the California Building Standards Code, Title 24, Part 9 of the California Code of regulations, subject to the definitions, clarifications, and amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property and welfare of the City of Wasco. Chapter 15.08 amendments also keep the City consistent with the Kern County Fire Department from which the City contracts services. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

Section 3: Reenacted

Chapter 15.08 of the Wasco Municipal Code, Wasco Fire Prevention Code, is hereby reenacted and adopted to read as follows:

15.08.010 California Fire Code adopted.

That portion of the 2022 California Building Standards Code that imposes substantially the same requirements as are contained in the International Fire Code, 2021 Edition, published by the International Code Council and the California Building Standards Commission with errata, together with those portions of the International Fire Code, 2021 Edition, including Appendices B, C, D and H, published by the International Code Council not included in the California Fire Code, as modified and amended by Chapter 17.32 Fire Code, Title 17 of the Ordinance Code of the County of Kern and this chapter, are collectively declared to be the Fire Code of the City of Wasco.

15.08.020 Development standards.

Any reference to the Kern County development standards in Chapter 17.32 of the Kern County ordinance code shall mean the city of Wasco development standards.

15.08.030 Reference to City of Wasco.

Any reference to the unincorporated area of the county of Kern in Chapter 17.32 of the Kern County ordinance code shall mean the incorporated area of the city of Wasco.

15.08.040 Board of appeals.

Section 17.32.024 of the Kern County ordinance code is amended to read as follows:

109.1 Board of appeals.

Any authority of the Fire Chief involving discretion, or interpretation of this Code, shall be exercised in a reasonable manner. Any decision of the Chief relating to the interpretation of this Code, or to the standards referred to hereinabove, shall be subject to appeal to the Board of Building Appeals. Any decision of the Board of Building Appeals shall be subject to appeal to the Wasco City Council.

15.08.050 Violation penalties.

- A. Except as provided herein, any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or fail to comply with any order made thereunder by competent authority, or who shall erect, install, alter, repair or do work which deviates from any specifications or plans submitted to and approved by the Fire Marshal, or of a permit or certificate issued under provisions of this code shall for each and every such violation or failure to comply be guilty of a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$1,000 or imprisonment in the county jail of the County of Kern for not more than six months, or both such fine and imprisonment.
- B. Any person who violates Sections 3308 or 3309 of the Fire Code shall be assessed an administrative penalty. An administrative penalty under this paragraph shall be a fine not exceeding one thousand five hundred dollars (\$1,500.00) for the first violation; a fine not exceeding two thousand dollars (\$2,000.00) for a second violation within five years from the date of the first violation; and a fine not exceeding two thousand five hundred dollars (\$2,500.00) for each additional violation within five years from the date of the first violation.
- C. The administrative penalty for any violation of any other section of this code shall be as provided in Kern County Ordinance Code Section 8.54.120.
- D. All enforcement of administrative penalties shall be conducted pursuant to Chapter 8.54 of the Kern County Ordinance Code.

E. A conviction for any offense under the provisions of this code shall not excuse the violation or authorize its continuance and the person or persons convicted of such offense shall be required to correct or remedy any condition or installation which fails to comply with the requirements of this code with reasonable diligence. Each day that a condition prohibited by the provisions of this code is caused or permitted to be maintained or continued shall constitute a separate and distinct offense.

15.08.070 Effective date and publication.

The ordinance codified in this chapter shall take effect on January 1, 2023, after its adoption and pursuant to resolution, published in summary format prior to adoption and within fifteen days after its adoption in a newspaper of general circulation published and circulated in the city of Wasco.

The City Clerk is hereby ordered to publish this Ordinance in summary form in accordance with the law, in a newspaper of general circulation in the City. This ordinance shall become effective 30 days from the date of its adoption.

Section 4: Effective date and publication

The City Clerk is hereby ordered to publish this ordinance in summary form in accordance with the law, in a newspaper of general circulation in the City. This ordinance shall become effective 30 days from the date of its adoption.

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INTRODUCED at a regular meeting of the City Council of the City of Wasco on the <u>15th</u> day of <u>November</u> 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day <u>6th</u> of <u>December</u>, 2022, by the following votes:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

	GILBERTO REYNA
	Mayor of the City of Wasco
A.L	
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

Keri Cobb, Community Development Director

Tom Schroeter, City Attorney

DATE: December 6, 2022

SUBJECT: Adopt and Waive the Second Reading of an Ordinance of the City Council

of the City of Wasco Repealing and Re-enacting Chapter 15.04 of the City of Wasco Municipal Code Relating to Building Code Regulations, and Adopting by Reference the California Code of Regulations Title 24, Parts 1-

6 and 8-12, 2022 Edition of the California Building Standards Code.

Recommendation:

Staff recommends that the City Council adopt and waive the second reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.04 of the City of Wasco Municipal Code Relating to Building Code Regulations, and Adopting by Reference the California Code of Regulations Title 24, Parts 1-6 and 8-12, 2022 Edition of the California Building Standards Code.

Discussion:

Pursuant to Health and Safety Code Section 18938 (c), the California Building Standards Commission updates State building code standards every three years, and cities and counties must re-adopt their local building codes to be consistent with the State standards. The 2022 edition of the California Code of Regulations, Title 24, Parts 1-12 is now available for local adoption, to become effective January 1, 2023.

Chapter 15.04 of the Wasco Municipal Code contains the City's building code standards and indicates which of the State building codes are adopted by the City. As indicated in the ordinance amendment, the adoption of this ordinance will adopt Parts 1-6 and 8-12 of the California Code of Regulations, Title 24 by reference. The updated codes will become effective January 1, 2023, and will apply for the next three years until Title 24 of the California Code of Regulations is again updated.

Fiscal Impact:

Monies for the purchase of new code books were budgeted in the 2022/2023 City of Wasco Annual Budget, and electronic and hard copy versions of the 2022 code have been purchased.

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Attachments:
1. Re-enacted Chapter 15.04, Wasco Building Code, First Reading

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPEALING AND RE-ENACTING CHAPTER 15.04 OF THE CITY OF WASCO MUNICIPAL CODE RELATING TO BUILDINGS AND BUILDING REGULATIONS, AND ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE INCLUDING THE FOLLOWING PARTS:

Part 1	California Administrative Code
Part 2	California Building Code
Part 2.5	California Residential Code
Part 3	California Electrical Code
Part 4	California Mechanical Code
Part 5	California Plumbing Code
Part 6	California Energy Code
Part 7	(Currently Vacant)
Part 8	California Historical Code
Part 9	California Fire Code
Part 10	California Existing Building Code
Part 11	California Green Building Standards Code
Part 12	California Referenced Standards Code

The City Council of the City of Wasco does ordain as follows:

Section 1: Repeal

Chapter 15.04 of the Wasco Municipal Code is hereby repealed in its entirety.

Section 2: Purpose and Authority

The purpose of this Ordinance is to adopt by reference the 2022 edition of the California Building Standards Code, Title 24 of the California Code of regulations, subject to the definitions, clarifications, and amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property and welfare of the City of Wasco. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

Section 3: Reenacted

Chapter 15.04 of the Wasco Municipal Code, Wasco Building Code, is hereby reenacted and adopted to read as follows:

15.04.010 Title.

This chapter shall be known as the Wasco Building Code, and may be cited as such, and will be referred to herein as "this code."

15.04.015 Application.

This code shall be the exclusive source of regulations for all new construction and any alterations, repairs, relocations, or reconstruction of any building or any portion thereof including any electrical, mechanical, gas, plumbing, or fire protection equipment installed on any property or used on or within any building.

15.04.020 Conflicts with other laws, rules, etc.

In the event of any conflict between this code and any law, rule, or regulation of the state of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this code.

15.04.025 Fees.

- A. Notwithstanding any provisions in the codes adopted by reference in this chapter, all fees related to said codes are to be set by resolution by the city council.
- B. Fees for duplicating documents and other special services shall be set and established by the administrative authority.

15.04.030 Adoption of Uniform Codes.

The following publications are adopted by reference and incorporated in this code, except as expressly amended or superseded by the provisions of this chapter:

- A. Part 1, California Administrative Code, 2022 Edition:
- B. Part 2, California Building Code, 2022 Edition;
- C. Part 2.5, California Residential Building Code, 2022 Edition;
- D. Part 3, California Electrical Code, 2022 Edition;
- E. Part 4, California Mechanical Code, 2022 Edition;
- F. Part 5, California Plumbing Code, 2022 Edition;
- G. Part 6, California Energy Code, 2022 Edition;
- H. Part 8, California Historical Code, 2022 Edition;
- I. Part 9, California Fire Code, 2022 Edition;
- J. Part 10, California Existing Building Code, 2022 Edition;
- K. Part 11, California Green Building Standards Code, 2022 Edition;

- L. Part 12, California Referenced Standards Code, 2022 Edition;
- M. Uniform Housing Code, 1997 Edition, as published by the International Conference of Building Officials

15.04.035 California Building Code amendments.

These are the amendments due to climatic, geological, and topographical findings. These amendments are more restrictive than the model code.

This chapter contains the local amendments and clarifications to the technical requirements of the 2022 California Building Code. Most proposed changes result in regulations consistent with the city's current building code and are also consistent with the fire code in Chapter 15.06.

Section 105.2 amended - Work exempt from permit.

Section 105.2 items 1 and 2 amended to read as follows:

- 1. One-story residential detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet (11.15 mm2). It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.
- 2. Residential fences not over 7 feet (2134 mm) high, not including masonry block wall fences.

Section 110.3.6 amended – Lath, gypsum board and gypsum panel product inspection.

Section 110.3.6 is amended by omitting the exception.

Section 406.3.2.1 amended – Dwelling unit separation.

Section 406.3.2.1 is amended to read as follows:

406.3.2.1 Dwelling unit separation. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum 5/8-inch Type X (15.9 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8-inch (15.9 mm) Type X gypsum board or equivalent and the same applied to structures supporting the separation from the habitable rooms above the garage.

Section 903.2.1 amended - Group A.

Section 903.2.1 is amended to read as follows:

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3, and A-4 occupancies, the automatic sprinkler system shall be provided throughout the entire

building containing a Group A-1, A-2, A-3 or A-4 occupancy. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in Section 903.2.1.5.

Section 903.2.1.1 amended - Groups A-1, A-3, and A-4.

Section 903.2.1.1 is amended to read as follows

903.2.1.1 Groups A-1, A-3 and A-4. An automatic sprinkler system shall be provided for Group A-1, A-3 and A-4 occupancies.

EXCEPTIONS:

- 1. Assembly rooms or spaces with a cumulative area less than 1,000 square feet (93 m2) and located on a level of exit discharge where no alcohol is consumed and a fire alarm is installed when required by Section 907.2.1.
- 2. A Group A-3 occupancy with a fire area that does not exceed 5,000 square feet (464.5 m2), an occupant load less than 100, the A-3 is located on the level of exit discharge and the building contains a fire alarm as required by Section 907.2.1.

Section 903.2.1.3 deleted – Group A-3.

Section 903.2.1.3 is deleted.

Section 903.2.1.4 deleted – Group A-4.

Section 903.2.1.4 is deleted.

Section 903.2.2.1 added – Group B.

Section 903.2.2.1 is added to read as follows:

903.2.2.1 Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group B occupancy where one of the following conditions exists:

- 1. A Group B fire area exceeds 10,000 square feet (929 m2);
- 2. A Group B fire area is located more than three stories above grade plane; or
- 3. The combined area of all Group B fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).

Section 903.2.3 amended - Group E.

Section 903.2.3, Item 1 is amended to read as follows:

1. Throughout all Group E fire areas greater than 10,000 square feet (929 m2) in area.

Section 903.2.4 amended – Group F.

Section 903.2.4 is amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

- 1. A Group F fire area exceeds 10,000 square feet (929 m2);
- 2. A Group F fire area is located more than three stories above grade plane; or
- 3. The combined area of all Group F fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).
- 4. A Group F fire area is used for cannabis cultivation, processing or extraction.

Section 903.2.7 amended – Group M.

Section 903.2.7, Item 1 is amended to read as follows:

- 1. A Group M fire area exceeds 10,000 square feet (929 m2).
- 2. A Group M fire area is located more than three stories above grade plane.
- 3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).
- 4. A Group M fire area is used for retail of cannabis or cannabis products.

Section 903.2.8.5 added - Manufactured Homes.

Section 903.2.8.5 is added to Chapter 9 of the Kern County Fire Code to read as follows:

903.2.8.5 Manufactured Homes. An automatic sprinkler system shall be installed in new manufactured homes, as defined in Health and Safety Code Sections 18007 & 18009, and multiple family manufactured homes with two dwelling units, as defined in Health and Safety Code Section 18008.7, in accordance with Title 25 of the California Code of Regulations.

Section 903.2.9 amended - Group S-1.

Section 903.2.9, Item 1 is amended to read as follows:

1. A Group S-1 fire area exceeds 10,000 square feet (929 m2);

Section 903.2.9.1 amend repair garages.

Section 903.2.9.1 is amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the Kern County Building Code, as follows:

- 1. Buildings with a fire area containing a repair garage exceeding 10,000 square feet (929 m2).
- 2. Buildings with a repair garage servicing vehicles parked in the basement.
- 3. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Section 903.2.10 amended - Group S-2.

Section 903.2.10 is amended to read as follows:

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as a Group S-2 occupancy where one of the following conditions exist:

- 1. A Group S-2 fire area exceeds 10,000 square feet (929 m2).
- 2. Where an enclosed parking garage is located beneath other occupancy groups.
- 3. The combined area of all Group S-2 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2).

Section 903.2.11.3 amended – Multi-story buildings and buildings 55 feet or more in height.

Section 903.2.11.3 is amended to read as follows:

903.2.11.3 Multi-story buildings and buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings more than 3 stories in height or with a floor level having an occupant load of 30 or more that is located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access.

Section 903.3.1.2.3 amended – Attics.

Section 903.3.1.2.3, Item 3 is amended to read as follows:

- 3. Attics not required by Items 1 or 2 to have sprinklers shall comply with one of the following if the building is more than two stories in height:
 - 3.1 Provide automatic sprinkler system protection.
 - 3.2 Construct the attic using noncombustible materials.
 - 3.3 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 3.4 Fill the attic with noncombustible insulation.

Section 903.3.10 added - Fire sprinkler control room.

Section 903.3.10 is added to read as follows:

903.3.10 Fire sprinkler control room. When an automatic fire sprinkler system is installed in a building constructed for multiple tenants and the

system protects multiple tenant spaces, the main controls, risers, gauges and appurtenances shall be located in an attached room or enclosure with access only from an exterior door which has a minimum size of 3'-0" wide and 6'-8" high. The equipment required to be in the fire sprinkler control room shall be located in the fire alarm control room when one is required in accordance with Section 907.9.

Section 903.6 added - Existing buildings.

Section 903.6 is added to read as follows:

903.6 Existing buildings. In other than Group U occupancies, when the floor area of an existing building is increased and the total floor area exceeds ten thousand (10,000) square feet (929 m2) before or after the addition, or is otherwise required to be equipped with an automatic sprinkler system in accordance with this code, an automatic sprinkler system shall be installed throughout the entire building.

EXCEPTIONS:

- 1. If new or existing fire areas are clearly established within the limits of this code and approved by the Fire and Building Official.
- 2. Where a fire wall of 4 hour fire- resistance-rated construction without openings is installed to separate the new and existing portions of the building, only the new portion need comply.

Section 905.5.3 deleted - Class II system 1-inch hose.

Section 905.5.3 is deleted.

Section 907.2.1 amended - Group A.

Section 907.2.1 first paragraph is amended to read as follows:

907.2.1 Group A. A manual alarm system that activates the occupant notification system in accordance with 907.5 shall be installed in all Group A occupancies.

The Exception is deleted.

Section 907.2.8.1 amended – Manual fire alarm systems.

Section 907.2.8.1 is amended by deleting Exception 2.

Section 907.2.9.1 amended – Manual Fire Alarm Systems.

Section 907.2.9.1 is amended by deleting Exception 2.

Section 907.9 added - Fire alarm control room.

Section 907.9 is added to read as follows:

907.9 Fire alarm control room. When a fire alarm system is installed in a building constructed for multiple tenants and the system protects multiple tenant spaces, the fire alarm control panel and appurtenances shall be located in an attached room or enclosure with access only from an exterior door which has a minimum size of 3'-0" wide and 6'-8" high. The equipment required to be in the fire alarm control room shall be located in the fire sprinkler control room when one is required in accordance with Section 903.3.10.

Section 1607.1 amended – Minimum Uniformly Distributed Live Loads and Minimum Concentrated Live Loads.

Table 1607.1, Line 4 of item 26 is amended to read as follows:

Habitable attics and sleeping rooms – 40 psf The remainder of item 26 of this table remains unchanged.

15.04.040 California Residential Code amendments.

These are the amendments due to climatic, geological, and topographical findings. These amendments are more restrictive than the model code.

Table R301.5 amended - Minimum Uniformly Distributed Live Loads

Table R301.5 is amended as follows:

The required live load for "Sleeping areas" is amended to 40 pounds per square foot (psf) uniform load. The remainder of Table R301.5 remains unchanged.

Section R313.2 amended – One- and two-family dwellings automatic fire sprinkler systems.

Item No. 1 of Section R313.2 is amended to read as follows:

1. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing one- and two-family dwellings that are not already provided with an automatic residential sprinkler system unless the alteration involves reconstruction of 90% or more of the structure above the slab/foundation. Any existing structure that is being converted to a one- or two- family dwelling for the first time is considered a new dwelling.

Section 406.3.2.1 amended – Dwelling unit separation.

Section 406.3.2.1 is amended to read as follows:

406.3.2.1 Dwelling unit separation. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum 5/8-inch Type X (15.9 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms

above by not less than a 5/8-inch (15.9 mm) Type X gypsum board or equivalent and the same applied to structures supporting the separation from the habitable rooms above the garage.

Section R401.1 amended - Application.

Section R401.1 shall be amended by replacing the last sentence of the first paragraph and all of the listed exceptions with the following:

Wood foundations shall not be permitted.

EXCEPTIONS:

- Non-occupied, single story, detached wood or metal storage sheds and similar uses other than a garage or carport, may be supported on skids provided the skids are anchored to the surface, the building width does not exceed 14 feet, the building length does not exceed 40 feet, the plate height does not exceed 12 feet above grade at any point, and the maximum roof projection does not exceed 24 inches.
- 2. At the discretion of the building official, pressure treated wood posts or poles embedded in earth or in concrete footings may be used for minor accessory buildings, typically limited to 200 square feet, and nonbuilding structures.

15.04.045 California Electric Code amendments.

This amendment is due to geological findings.

Section 250-50 amended – Grounding electrode system.

Subsection 250-50 is amended by adding the following sentence:

On new construction, where reinforced concrete footings are placed, a grounding electrode complying with Article 250.52 (A)(3) shall be installed.

15.04.050 Findings.

The city council of the city of Wasco finds and declares that the additions, modifications, and changes made to the codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Sections 18941.5 and 17958 and are identified as follows:

- A. Express Finding Number 1: Climatic.
 - 1. The city of Wasco is in the seventy miles per hour wind zone; this results in frequent movement and shifting of buildings, structures, and associated systems serving those facilities.
 - 2. The city of Wasco receives an average rainfall of seven or more inches per year. Heavy storms are very infrequent and precipitation events from a given storm are typically minimal.

- 3. The city of Wasco is susceptible to extended periods of Tule fog. These conditions cause loss of visibility. This condition often results in multiple vehicle accidents which will commit emergency resources for extended periods of time, as well as create driving difficulties for emergency equipment resulting in delayed response times to fires and other emergencies.
- B. Express Finding Number 2: Geological.
 - 1. The city is located in seismic zone 4. Built-in fire protection and other safety measures, such as limitations of building height, stories, areas, and the anchoring of the structure to the foundation would provide a higher level of safety for building occupants, emergency responders, and property. This is even more critical in high occupancy (assembly) buildings where the potential loss of life is very high. Minor earthquakes occur causing movement and shifting of buildings, structures, and associated systems serving those facilities.
- C. Express Finding Number 3: Topographical.
 - 1. The city of Wasco drops in elevation +/- 50 feet from the east to the northwest of the natural flow of the land.

15.04.055 Filing of findings.

The city clerk is directed to file a copy of the ordinance codified in this chapter with the California Building Standards Commission of the state of California.

15.04.060 Interpretation.

The provisions of this code are enacted for the public health, safety, and welfare and are to be liberally construed to obtain the beneficial purposes thereof as specified in Chapter 1 of the Building Code.

15.04.065 Liability.

The provisions of this code shall not be construed as imposing upon the City of Wasco any liability or responsibility for damage to persons or property resulting from defective work, nor shall the city of Wasco, or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this code or of any permits or certificates issued under this code.

Section 4: Effective date and publication

The ordinance codified in this chapter shall take effect on January 1, 2023, after its adoption and pursuant to resolution, published in summary format prior to adoption and within fifteen days after its adoption in a newspaper of general circulation published and circulated in the city of Wasco.

The City Clerk is hereby ordered to publish this Ordinance in summary form in
accordance with the law, in a newspaper of general circulation in the City. This
ordinance shall become effective 30 days from the date of its adoption.

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INTRODUCED at a regular meeting of the City Council of the City of Wasco on the <u>15th</u> day of <u>November</u> 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day 6th of December, 2022, by the following votes:

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

DATE: December 6, 2022

SUBJECT: Adopt a Resolution Approving Employment Agreement with Charlie

Fivecoat as the Chief of Police and authorizing a title correction and

reposting of the City of Wasco Salary Schedule.

Recommendation:

Staff recommends approval of the Employment Agreement between Charlie Fivecoat as the Chief of Police and the City of Wasco and authorizes a title correction and reposting of the City of Wasco Salary Schedule.

Discussion:

The City would like to contract Charlie Fivecoat as the Chief of Police, effective December 7, 2022. Mr. Fivecoat has previously served as a full-time Chief of Police for the City of Shafter and as a Commander with the Kern County Sheriff's Department in a number of communities, including Wasco. Mr. Fivecoat holds a Bachelor of Science in Organization Behavior from the University of San Francisco and a Master of Public Administration from the California State University, Bakersfield.

The Chief of Police is responsible for overseeing a variety of special projects for Local Public Safety. Tasks include but are not limited to the daily operations of the City of Wasco's Police Department, community, governmental and interdepartmental relations, requiring considerable public contact as well as a broad knowledge of the City as a whole. It is crucial to have an individual who can understand the technical aspects of the local government and the needs of our residents. More importantly, this individual will need to have a "big-picture" perspective to help guide the Department and community into the future. They must be willing and capable of working in a collaborative manner with people at all levels within the organization, as well as be able to communicate and engage with the community, the City's executive leadership team, and the City Council.

Mr. Fivecoat's employment agreement will be for an initial term of three years with a salary of \$156,667.00. The agreement provides for two potential extensions of one year each upon approval of the City Manager. His other terms and benefits are similar to those of other current and previous department directors. The employment agreement has been developed by the City's employment law attorney and reviewed by the City Attorney. The Salary Schedule that initially approved the salary for the Chief of Police had

the incorrect title. Staff will be updating the salary schedule that currently contains the title of "Police Chief" to correctly identify "Chief of Police" for the salary range previously approved by the City Council.

Wasco Municipal Code states:

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

Fiscal Impact:

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

Attachments:

- 1. Resolution
- 2. Employment Agreement

RESOLUTION NO. 2022 -

APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMPLOYMENT CONTRACT WITH CHARLIE FIVECOAT TO SERVE AS WASCO CHIEF OF POLICE AND AUTHORIZE A TITLE CORRECTION AND REPOSTING OF THE CITY OF WASCO SALARY SCHEDULE.

WHEREAS, the City wishes to employ Fivecoat as the Chief of Police; and

WHEREAS, Fivecoat will be employed by the City under the terms and conditions described in the employment agreement; and

WHEREAS, said the agreement will be made in the form and manner prescribed to other director-level employees; and,

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

WHEREAS, the Salary Schedule will be amended to reflect the title of Chief of Police properly; and

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

SECTION 1: Authorizes the City Manager to approve and sign the employment agreement for Charlie Fivecoat to serve as Wasco Chief of Police.

SECTION 2: Authorizes the correction of the Wasco Salary Schedule to identify the title subject position as "Chief of Police."

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by the following vote:	
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	
Attest:	GILBERTO REYNA, MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of	

the Council of the City of Wasco

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 <u>December 6, 2022</u>,

EMPLOYMENT AGREEMENT NO. CITY OF WASCO CHIEF OF POLICE

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Charlie Fivecoat, an individual ("Employee;" collectively, "the Parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Chief of Police (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has, or will attain within a timeframe agreed by the Parties, the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent upon successfully passing pre-employment drug testing, criminal background check, POST background check, and/or general reference check and Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the Parties, and that will supersede all prior negotiations, discussions or agreements.

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

- **1. INCORPORATION.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
- **2.** HIRE; COMMENCEMENT OF EMPLOYMENT. The City hereby hires Employee as Chief of Police (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.
- 3. <u>TERM OF EMPLOYMENT</u>. The Term of this Agreement shall begin on December 7, 2022 and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for up to two (2) additional one-year periods thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.
- **4.** AT-WILL EMPLOYEE. Employee understands that he/she is an employee "at-will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove

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

- **5. <u>DUTIES AND AUTHORITY.</u>** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.
- **5a.** <u>HOURS OF WORK.</u> Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.
- 6. PLACE OF EMPLOYMENT. Unless the Parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. The City may from time to time require Employee to perform such duities at other City facilities, and travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.
- Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. City retains the right to amend said authorities, place further condition, or revoke authorization if the outside employment is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City.
- **7a. RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

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

9. SALARY AND BENEFITS.

A. Salary:

(1) <u>Base Salary</u>. The City shall pay Employee a base salary of one hundred fifty-six thousand six-hundred sixty-seven dollars (\$156,667.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

In addition to the salary set forth above, the City shall deposit the amount of thirteen thousand seven hundred eighty dollars (\$13,780.00) annually in equal payroll installments into Employee's ICMA Retirement Corporation (MissionSquare) account.

- (2) <u>Expenses</u>. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.
- B. <u>Employment Benefits</u>. In addition to base salary, the City shall provide to Employee the following benefits:
- (1) <u>Holidays</u>. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer, but in no event shall Employee receive fewer than twelve. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.
- (2) <u>Other Leave Benefits</u>. Employee shall receive the following additional paid and unpaid leave benefits:

- (a) <u>Vacation.</u> Employee shall receive an initial vacation time balance of forty (40) hours upon initial hire date; and Employee shall accrue vacation time at a rate of 6.16 per bi-weekly pay period; however, Employee shall not be permitted to accrue more than a maximum of two hundred (200) vacation hours during the first (12) months of Agreement. Commencing on the thirteenth (13) month of this Agreement, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed four weeks, Employee may "cash-out" up to one hundred twenty hours of accrued but unused vacation time at his then-current hourly rate of compensation; however, Employee may not use the "cash-out" process to create a negative vacation balance. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Administrative Leave.
- (b) <u>Sick Leave.</u> Employee shall receive an initial sick leave time balance of forty (40) hours upon initial hire date; and Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours, and to the extent that Employee's sick leave accrual exceeds one hundred twenty (120) hours following commencement of the Term of this Agreement, Employee shall accrue no additional sick leave until such time as Employee's usage of currently accrued time causes Employee to fall below one hundred twenty hours, at which point Employee shall accrue sick time consistent with this provision until the one hundred twenty hour cap is again reached. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash-out" or other compensation therefor will be provided to Employee.
- (c) Executive Leave. Effective upon initial hire date and upon each anniversary of this Agreement, Employee shall receive fifty-six (56) hours of Executive leave which shall be provided on the same terms and conditions as provided to the City's other executive employees. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed four weeks of each year, Employee shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation; however, Employee may not use the "cash-out" process to create a negative leave balance. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Executive Leave.
- (3) <u>Group Medical, Dental, Vision, Life Insurance</u>. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City 's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.
- (4) <u>Social Security</u>. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive

employees, subject to amendment from time to time.

- (5) <u>PERS Retirement</u>. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee will participate in the "2% @ 57" PEPRA formula. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.
- (6) <u>Uniform/Boot/Equipment Allowance.</u> The City shall provide Employee with an annual allowance for uniform/boot/equipment purchase by Employee in an amount to be established by the City Manager and adjusted when market pricing changes. The initial allowance shall be payable following establishement of the uniform standards and selection of approved vendor(s) and thence on the payday immediately following each anniversary of Employee's execution of this Agreement.
- (7) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by various associations including but not limited to the California League of Cities, and fees and costs associated with other certifications.
- (9) <u>Dues/Subscriptions.</u> For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Manager.
- (10) <u>Bonding</u>. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.
- (11) <u>Cell Phone</u>. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the

"smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.

- (12) Other Fringe Benefits. Except as otherwise expressly provided in this Agreement; Employee shall be eligible for no other fringe benefits.
- (13) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

10. TERMINATION OF AGREEMENT.

- A. <u>Termination without Cause.</u> The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee's salary for the ramainder of the term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 53264, or other applicable law.
- B. <u>Termination for Cause</u>. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.
 - 1. Conviction of, or pleading of nolo contendre to, a felony;
 - 2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - 3. Willful abandonment of duties;
 - 4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;

- 5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
- 6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.
- C. <u>Abuse of Office</u>: In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.
- D. <u>Termination Due to Disability.</u> If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder may, at the discretion of the City Manager, be terminated.
- E. <u>Disputes</u>. Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.
- **11. ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the Parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.
- 12. REVIEW. Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its

officers, agents, or employees, other than those expressly set forth in this Agreement.

- 13. <u>GOVERNING LAW.</u> This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.
- **14.** MUTUALLY DRAFTED. For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.
- 15. <u>HEADINGS, CAPTIONS</u>. The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.
- **16. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 17. <u>WAIVER</u>. Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- **18. NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.
- 19. NOTICES. Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. 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 nine (9) pages in nineteen (19) numbered sections, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

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

EMPLOYEE	CITY OF WASCO
By: Charlie Fivecoat	By: Scott Hurlbert, City Manager
	Signature
Signature	Signature
Date: , 2022	Date:, 2022_