



## AGENDA

### Regular City Council Meeting,

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

**Tuesday, May 16, 2023 – 6:00 pm.**

**Council Chambers**

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

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

Public advisory: Face masks are recommended. The City Council chamber is open and accessible to the public.

**View the meeting Live** on the city's website

<https://www.cityofwasco.org/306/city-council-meeting-videos> subject to technical limitations.

**ACCESSIBILITY:** In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

**AGENDA AVAILABILITY:** The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8<sup>th</sup> Street, Wasco, at the entrance of 764 E Street, Wasco, and at the entry of the Sheriff's Office 748 F Street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at [www.cityofwasco.org](http://www.cityofwasco.org).

**Agenda Materials:** City Council agenda materials are released no later than 72 hours prior to a meeting and are available to the public at the City Clerk's Office, 746 8<sup>th</sup> Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

**PUBLIC COMMENTS:** **All public comments are subject to a 2-minute limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters, not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) no later than **4:00 p.m. May 16, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; 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. Still, it will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

**SPANISH INTERPRETATION:** If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org). **Subject to availability**, notifying at least 48 hours before will usually enable the City to make arrangements.

**INTERPRETACIÓN EN ESPAÑOL:** Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org). La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad.**

## GETTING TO KNOW YOUR AGENDA

### **Agenda Sections:**

**CONSENT CALENDAR** Items are routine items that are not expected to prompt discussion. All items are considered for approval at the same time with one vote. Councilmembers, staff, and the public may request items be removed, and members of the public may comment on an item. Items removed from the Consent Calendar are discussed after the vote on the remaining Consent Calendar items.

**PUBLIC COMMENT** allows the public to address the Council on any matter not listed on the agenda that is within the jurisdiction of the Council. In compliance with the Brown Act, the Council cannot take action on matters not listed on the agenda.

**PUBLIC HEARINGS** are held on matters specifically required by law. The Mayor will ask for presentations from the staff, the proponent, or the applicant involved (if applicable) in the matter under discussion. Following the Mayor will open the public hearing and ask for public comments. Following the questions from the Councilmembers. The Mayor closes the hearing, and the City Council may discuss and take action.

**DEFERRED ITEMS:** these are items that were postponed or delayed for specific reasons and are brought back to the Council for consideration. These items are expected to cause discussion and/or action by the Council. Staff may make a presentation, and Councilmembers may ask questions of staff and involved parties before the Mayor invites the public to provide input.

**NEW BUSINESS:** these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation,

and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

**CLOSED SESSION:** may only be attended by members of the Council, support staff, and/or legal counsel. The most common purpose of a Closed Session is to avoid revealing confidential information that may prejudice the City's legal or negotiation position or compromise the employees' privacy interests. Closed sessions may be held only as explicitly authorized by law.

**Council Actions:**

**RESOLUTIONS** are formal expressions of opinion or intention of the Council and are usually effective immediately.

**ORDINANCES** are laws adopted by the Council. Ordinances usually amend, repeal or supplement the Municipal Code; provide zoning specifications; or appropriate money for specific purposes. Most ordinances require two hearings; an introductory hearing, generally followed by a second hearing at the next regular meeting. Most ordinances go into effect 30 days after the final approval.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS:** CEQA is intended to inform government decision-makers and the public about proposed activities' potential environmental effects and prevent significant, avoidable environmental damage.

**PROCLAMATIONS** and **RECOGNITIONS** are issued by the City to honor significant achievements by community members, highlight an event, promote awareness of community issues, and recognize City employees.

**REGULAR MEETING – 6:00 pm**

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

2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

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

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

5) **PRESENTATIONS:**

- a. Proclamation for Community Action Partnership of Kern (CAPK) – Community Action Month
- b. Proclamation for College Community Service (CCS) - Mental Health Awareness Month

6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any

matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

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

**7) SUCCESSOR AGENCY BUSINESS: None**

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

**CITY COUNCIL BUSINESS:**

**9) CONSENT CALENDAR:**

The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

- a. Receive and File department payments totaling \$282,957.06
- b. Approval of City Council Meeting Minutes for:
  1. March 7, 2023, Regular Meeting
  2. March 21, 2023, Regular Meeting
- c. Adopt a Resolution Authorizing The City Manager or Designee to Enter into an Agreement with JTS Construction, Inc. for the Central Avenue Park Project in the amount of \$2,042,500.00 and allowing the City Manager or Designee to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of \$25,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.
- d. Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with John Kular Consulting in an Amount Not to Exceed \$129,980.00 for Engineering Services Related to the Wastewater Master Plan Update, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- e. Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with Loop Electric, Inc. for the 1<sup>st</sup> – 5<sup>th</sup> Street Lighting Project in the amount of \$401,906.00 and allowing the City Manager and Designee to Execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.

**10)PUBLIC HEARINGS:**

- a. Introduce and Waive the First Reading of an Ordinance of the City Council of the City of Wasco Amending an Ordinance and Accepting the Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

**11)DEFERRED BUSINESS: None**

**12)NEW BUSINESS: None**

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

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

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

- a. Kern County Fire Department (Appleton)
- b. Kern County Sheriff's Department (Stacy)

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

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

**17)CLOSED SESSION: None**

**18)CLOSED SESSION ACTION:**

**19)ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on May 12, 2023, on/or before 9:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org).

*Monica Flores*  
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Monica Flores, Deputy City Clerk



## Bill Pay

As of: May 03, 2023

WARRANTS	AMOUNTS
G050323	211,108.06
G050223	33,898.29
R050323	24.88
H050323	3,347.50
W050323	629.14
G050123	33,949.19
Grand Total	282,957.06

Isarel  
Perez-  
Hernandez

Digitally signed by: Isarel  
Perez-Hernandez  
DN: CN = Isarel Perez-  
Hernandez email =  
isperez@cityofwasco.org  
C = US  
Date: 2023.05.03 16:11:  
05 -08'00'

Verified By:  
Finance Director

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G050323	AFFINITY TRUCK CENTER	405	F013264978:01	25299	RFS VEH#24: REAR BRAKES & ROTORS	911.03
G050323	AMAZON CAPITAL SERVICES, INC	4968	174G-DQ3P-4DJW	25300	CHARGERS & PACKING TAPE FOR CITY HALL	63.82
G050323	AMAZON CAPITAL SERVICES, INC	4968	1W41-PL9V-1DRY	25300	OFFICE SUPPLIES	66.61
G050323	AMAZON CAPITAL SERVICES, INC	4968	1MK4-HVPL-679W	25300	NAME PLATE FOR COUNCIL	27.57
G050323	BSK & ASSOCIATES, INC.	1052	AG09291	25304	WW SAMPLE TEST: 4/18/23 BOD & TSS	140.00
G050323	BSK & ASSOCIATES, INC.	1052	AG09130	25304	WW SAMPLE TEST: 4/14/23 BOD & TSS	140.00
G050323	BSK & ASSOCIATES, INC.	1052	AG08809	25304	WW SAMPLE TEST: 4/12/23 BOD & TSS	140.00
G050323	CHARTER COMMUNICATIONS	68	167736001042123	25305	APRIL 2023: INTERNET SRCVS FOR COW & CITY HALL	228.76
G050323	CINTAS CORPORATION NO. 3	4480	4153279771	25306	UNIFORMS SRVCS 04/21/23	647.29
G050323	COUNTRY AUTO & TRUCK, INC.	3008	741078	25309	VEH #17: OIL FILTERS AND FUEL FILTER	284.79
G050323	COUNTRY AUTO & TRUCK, INC.	3008	741071	25309	DAR VEH #60: FRONT BRAKE PADS	142.78
G050323	FED EX	123	8-114-891320	25311	FREIGH SERVICES we 04/27/23	50.32
G050323	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-125682	25319	DAR VEH #61: OIL FILTER, AIR FILTER, OIL	73.57
G050323	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-125395	25319	DAR VEH#60: OIL SEAL	30.14
G050323	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-124631	25319	STREET VEH #89: SPARK PLUGS	99.24
G050323	PETERSON AUTO SUPPLY	152	7417-256543	25322	WASTE WATER VEH #44: PATCH AND RELAY	77.07
G050323	PETERSON AUTO SUPPLY	152	7417-256505	25322	VEH #17: OIL	22.53
G050323	PETERSON AUTO SUPPLY	152	7417-256353	25322	STR VEH #02: CABLE AND SWITCH	131.71
G050323	PETERSON AUTO SUPPLY	152	7417-256287	25322	WATER VEH#GENERAL: HX BIT SET	47.62
G050323	PETERSON AUTO SUPPLY	152	7417-256506	25322	SMALL TOOLS #GENERAL: COMBO WRENCH SET	108.24
G050323	PG & E COMPANY	85	5199704189-5 042123	25323	MULTIPLE LOCATIONS 5199704189-5 04/21/23	23,972.45
G050323	PG & E COMPANY	85	2053318492-3 041223	25323	WATER WELL #8	11,547.69
G050323	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2874	25328	20214: STREET LIGHT INSTALL PRJ ADS	294.00
G050323	WASCO AUTOMOTIVE & SMOG	2676	21435	25332	DAR VEH #63: SMOG INSPECTION	75.00
G050323	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S170224	25327	N SIDE POSO, PALM & BECKES: 22/23 ANNUAL AIR TOXIC	99.00
G050323	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S2924	25327	WESTSIDE PUMP STATION - 22/23 ANNUAL AIR TOXIC	99.00
G050323	ACC BUSINESS	4766	231045417	25298	APRIL 2023: FIBER NETWORK SERVICES	816.91
G050323	AMREP MANUFACTURING COMPNAY, LLC	5906	423831	25301	VEH #21 ROLL-OFF: TARP & HYDRAULIC RAMS	1,365.33

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G050323	ATT - PAYMENT CENTER	1488	00019840678	25302	PHONE SRVCS 03/24-04/23	27.02
G050323	ATT - PAYMENT CENTER	1488	00019840679	25302	PHONE SRVCS 03/24-04/23	44.58
G050323	ATT - PAYMENT CENTER	1488	00019840680	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840681	25302	PHONE SRVCS 03/24-04/23	307.30
G050323	ATT - PAYMENT CENTER	1488	00019840682	25302	PHONE SRVCS 03/24-04/23	23.71
G050323	ATT - PAYMENT CENTER	1488	00019840683	25302	PHONE SRVCS 03/24-04/23	66.06
G050323	ATT - PAYMENT CENTER	1488	00019840684	25302	PHONE SRVCS 03/24-04/23	23.67
G050323	ATT - PAYMENT CENTER	1488	00019840685	25302	PHONE SRVCS 03/24-04/23	44.60
G050323	ATT - PAYMENT CENTER	1488	00019840686	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840687	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840688	25302	PHONE SRVCS 03/24-04/23	1,384.55
G050323	ATT - PAYMENT CENTER	1488	00019840689	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840690	25302	PHONE SRVCS 03/24-04/23	27.08
G050323	ATT - PAYMENT CENTER	1488	00019840691	25302	PHONE SRVCS 03/24-04/23	43.03
G050323	ATT - PAYMENT CENTER	1488	00019840692	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840693	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840694	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840695	25302	PHONE SRVCS 03/24-04/23	23.06
G050323	ATT - PAYMENT CENTER	1488	00019840696	25302	PHONE SRVCS 03/24-04/23	66.12
G050323	ATT - PAYMENT CENTER	1488	00019842219	25302	PHONE SRVCS 03/24-04/23	81.50
G050323	BANK UP CORPORATION	4259	5620	25303	APR 2023:LOCKBOX PROCESSING	632.47
G050323	CLARK PEST CONTROL	117	33194580	25307	ARPIL PEST CONTROL: 746 8TH ST & 1445 12TH ST	235.00
G050323	CORE & MAIN LP	4704	S606738	25308	4 HYDRANT METERS TO REPLACE AGED HERSEY HYDRANT ME	3,924.00
G050323	DEPARTMENT OF CONSERVATION	273	04182023	25310	SMI FEES: JAN-MAR 2023	5,326.49
G050323	FERGUSON ENTERPRISES INC	1008	1781304	25312	SEWER PIPE 42 FEET OF 8 INCH	607.41
G050323	GARDAWORLD	4266	10734163	25313	APR 2022: ARMORED CAR SRVCS	426.52
G050323	GENERAL OFFICE MACHINE COMPANY	1195	20767	25314	COPIER METER READING 02/28/23-04/01/23	709.34
G050323	JIM BURKE FORD LINCOLN	134	1525331	25315	DAR VEH #60: ROTOS, INNER BEARIN, OUTER CONE	557.94
G050323	KERN COUNTY SUP. OF SCHOOLS	25	04132023	25316	SCHOOL FEES MARCH 2023	146,054.86
G050323	LACAL EQUIPMENT INC.	4673	0385220-IN	25317	VEH #17: BANDED BELT	318.51
G050323	NEW YORK LIFE INSURANCE COMPANY	4733	S10763 APRIL 23	25318	APRIL 2023: INSURANCE PREMIUM	270.00
G050323	ODP BUSINESS SOLUTIONS, LLC	5759	306093350001	25320	OFFICE SUPPLIES	111.82
G050323	ODP BUSINESS SOLUTIONS, LLC	5759	310072246001	25320	CREDIT MEMO FOR SHOP	(63.85)
G050323	PACE ANALYTICAL SERVICES, INC	5694	B473378	25321	WTR SAMPLE TEST: 4/4/23 WELL #8,#14,#11 CLIP	637.50
G050323	PACE ANALYTICAL SERVICES, INC	5694	B473192	25321	WTR SAMPLE TEST: 4/4/23 WELL #8,#14,#11 BACTERIOLO	87.30
G050323	PACE ANALYTICAL SERVICES, INC	5694	B473191	25321	WTR SAMPLE TEST: 4/4/23 BACTERIOLOGICAL DWPDIST12	174.60
G050323	PACE ANALYTICAL SERVICES, INC	5694	B472960	25321	WTR SAMPLE TEST: 3/30/23 WELL #11 CLIP	35.00
G050323	PHOENIX GROUP INFORMATION SYSTEMS	4913	032023239	25324	MAR 2023: CITATION FEES & SRVCS	314.24
G050323	ROBERT HALF	4814	61853741	25325	TEMP X.NIETO WE 04/07/23	1,448.00
G050323	ROBERT HALF	4814	61910107	25325	TEMP X.NIETO WE 04/21/23	1,448.00
G050323	ROBERT HALF	4814	61887631	25325	TEMP X.NIETO WE 04/14/23	1,448.00
G050323	THE GAS COMPANY	246	08207136329	25329	MULTIPLE ADDRESSES 03/14-04/12	674.62
G050323	TLC ANIMAL REMOVAL SERVICES	5195	0001978	25330	4/18/23: ANIMAL DISPOSAL SERVICES	800.00
G050323	UNITED RENTALS (NORTH AMERICA) INC	452	218740334-001	25331	22015: LIFT RENTAL TO INSTALL POST TOP LIGHTS	904.12
G050323 Total						211,108.06

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G050223	AMAZON CAPITAL SERVICES, INC	4968	13KD-VTDW-99FG	25291	WALL CHARGERS FOR CITY HALL	32.41
G050223	AMAZON CAPITAL SERVICES, INC	4968	1KXY-377D-14R7	25291	1QT: MILWAUKEE BATTERY PACK 6	160.20
G050223	AMAZON CAPITAL SERVICES, INC	4968	14VD-6HRF-479N	25291	OFFICE SUPPLIES PUBLIC SAFETY	249.97
G050223	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2840	25295	21014: CMAQ PALM AVE SHOULDER REHAB PRJ AD	864.00
G050223	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2843	25295	22022: TDA ART 3 PEDESTRIAN IMPROV PRJ AD	280.00
G050223	BHT ENGINEERING, INC	5134	23-117	25292	22013-1: CENTRAL & FILBURN WIDENING CONNECTION PRJ	2,542.50
G050223	BHT ENGINEERING, INC	5134	23-118	25292	21014: CMAQ PALM AVE 3/1/23 TO 3/30/23	1,842.50
G050223	BHT ENGINEERING, INC	5134	23-119	25292	21013: RSTP PALM AVE 3/1/23 TO 3/30/20	1,397.50
G050223	BHT ENGINEERING, INC	5134	23-120	25292	20214: 2021 STREET LIGHT IMPR 3/1/23-3/30/23	8,850.00
G050223	BHT ENGINEERING, INC	5134	23-121	25292	21016: SB1 POPLAR AVE REHAB 3/1/23-3/30/23	4,710.00
G050223	GARDAWORLD	4266	20561785	25293	MAR 2023: EXCESS SERVICES	82.33
G050223	ODP BUSINESS SOLUTIONS, LLC	5759	304843791001	25294	OFFICE SUPPLIES	125.20
G050223	SWAGIT PRODUCTIONS, INC	5178	SW-002165SI	25296	COUNCIL MEETING VIDEO STREAMING SERVICES	1,435.00
G050223	SWAGIT PRODUCTIONS, INC	5178	SW-001614SI	25296	COUNCIL MEETING VIDEO STREAMING SERVICES	1,435.00
G050223	THE BAKERSFIELD CALIFORNIAN	206	89223AD139108	25297	21021: CDBG 16TH ST ROAD REHAB PRJ ADS	5,581.80
G050223	THE BAKERSFIELD CALIFORNIAN	206	89223AD165700	25297	21014: CMAQ PALM AVE SHOULDER REHAB PRJ ADS	2,960.32
G050223	THE BAKERSFIELD CALIFORNIAN	206	89223AD171664	25297	22022: TDA ART 3 PEDESTRIAN IMPRVT PRJ AD	1,349.56
G050223 Total						33,898.29
R050323	ASKER KASSIM SALEM	5905	17235	25333	REFUND FOR STP SRVCS 1025 BIRCH AVE	10.83
R050323	JAZMIN GARCIA	5900	17235-0200018360	25334	17235-0200018360 REFUND 1836 F ST	14.05
R050323 Total						24.88
H050323	PG & E COMPANY	85	8185354-1	25336	55 GAL OF DIESEL ENGINE OIL FOR SPLIT DEPARTMENTS	2,500.00
H050323	DEE JASPAR AND ASSOCIATES, INC	378	23--00363	25335	23003: WELL #13: EQUIPPING 3/31/23	847.50
H050323 Total						3,347.50
W050323	NBS GOVERNMENT FINANCE GROUP	2458	202304-1775	2400	APR 2023: DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS	629.14
W050323 Total						629.14
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32288	25289	23016: ADDITIONAL CLUSTER FOR MUNIS PARTS	14,787.22
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32291	25289	WINDOWS 10 OS LIC. FOR SCADA	646.25
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32321MS	25289	MICROSOFT 365 MONTHLY BILL NOV 2022	334.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32490MS	25289	MICROSOFT 365 MONTHLY BILL DEC 2020	356.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32491SC	25289	DEC MONTHLY IT MANAGED SERVC AGREEMENT	2,947.33
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32687MS	25289	MICROSOFT MONTHLY BILL JAN 2023	352.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32898MS	25289	MICROSOFT MONTHLY BILL FEB 2023	358.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	32980	25289	23016: ADDITIONAL CLUSTER FOR MUNIS	855.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33055MS	25289	MICROSOFT 365 MONTHLY BILL MAR 2023	390.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33056	25289	MONTHLY IT MANAGE SVCS MAR 2023	2,907.33
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33144	25289	BILLABLE TIME: BACKUP CENTRIC	108.75
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33187	25289	NEW PHONE LINE FOR MITEL	950.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33188	25289	BI-MONTHLY MAINTENANCE SERVER	1,341.25
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33189	25289	BILLABLE SERVICE: BACK UP CENTRIC	435.00
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33190	25289	NEW PHONE LINE FOR MITEL	577.50
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33191	25289	BILLABLE TIME: BACKUP CENTRIC	36.25
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33192	25289	23016: SCADA HMI DESKTOP MOVE ISSUES	332.50
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33193	25289	MAINTENANCE BACKUP CENTRIC	217.50
G050123	DIAMOND TECHNOLOGIES, INC.	2724	33197	25289	MONTHLY IT MANAGED SERVICES MARCH	1,257.31
G050123	SCHROETER, THOMAS F.	2732	04032023	25290	MARCH 2023: LEGAL SERVICES	4,760.00
G050123 Total						33949.19
Grand Total						282,957.06

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, March 7, 2023**  
Regular Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Martinez called the meeting to order at 6:01 pm.

**2) ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

**PRESENT:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

**STAFF PRESENT:** City Manager Hurlbert, City Attorney Schroeter, Deputy City Clerk Tinajero, Public Works Director Villa, Assistant City Manager Lara, Finance Director Perez Hernandez, Kern County Sheriff Sergeant Shinn, Senior Deputy Disquite, Chief of Police Fivecoat

**3) FLAG SALUTE:** led by Mayor Martinez

**4) INVOCATION:** by Mike Lynch

**5) PRESENTATIONS: NONE**

**6) PUBLIC COMMENTS:**

No public comments.

Deputy City Clerk Tinajero mentioned there are no email comments for the agenda.

**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 \$ 114,885.20

- b. Approval of City Council Meeting Minutes for:
1. January 17, 2023, Regular Meeting
  2. February 7, 2023, Regular Meeting
- c. Adopt a Resolution Authorizing the City Manager or Designee to Approve and Execute a Purchase Order with Toter Inc., a subdivision of Wastequip LLC, in the amount of \$44,248.70, which will be used to purchase 636 new 96-gal carts and green waste containers for the Public Works Sanitation Department and Find that this action is not a Project as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.  
**Reso#2023-3856**
- d. Adopt a Resolution Authorizing the City Manager or designee to approve the sale, auction, or dispose of aging and non-operable Fleet with WSM Public Auctions and Find that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.  
**Reso#2023-3857**
- e. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with S.C. Communications, Inc. for the acquisition of two Federal Communications Commission (FCC) approved Police Department radio frequencies, installation of a City provided Radio Repeater and monthly tower lease agreement, and Find that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.  
**Reso#2023-3858**  
**Agmt#2023-014**
- f. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Sun Ridge Systems, Inc. to Provide software, training, and assistance for computer-aided dispatch capability for the Police Department, and Find that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.  
**Reso#2022-3859**  
**Agmt#2023-015**

- g. Approval of Travel Expenses Exceeding \$500.00 for Council Member Garcia and Council Member Reyna to attend the ICSC Conference scheduled for May 21-23, 2023, in Las Vegas, Nevada, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

No public comments.

No Conflict of Interest on the consent calendar for any of the Council members.

**Motion** was made by Mayor Pro Tem Garcia, **seconded** by Mayor Martinez, to approve the Consent Calendar by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

**10)PUBLIC HEARINGS: None**

**11)DEFERRED BUSINESS: None**

**12)NEW BUSINESS:**

- a. Residential Recycling and Trash - American Refuse; **Informational Item Only** (Jeff Martin)

Oral presentation by Maria Medina, Recycling Coordinator with American Refuse.

Public comments by John Pallares.

**No action; informational item only.**

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

- a. Kern Economic Development Corporation (Garcia)

**Mayor Pro Tem Garcia reported:**

- No meeting for the month of March
- The next meeting will be in April
- There will be a tour of Rio Tinto and East Kern member facilities on March 13, 2023

- b. Kern Council of Governments (Reyna)

**Council member Reyna reported:**

- Next Meeting on Thursday, March 9, 2023

- c. Wasco Task Force (Reyna & Medina)

**Council Member Medina reported:**

- The first meeting of the year will be Thursday, March 9, 2023, at 6:00 pm at the Old Courthouse.

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

- a. Kern County Fire Department (Appleton)  
**No reports – Chief Appleton absent**
- b. Kern County Sheriff's Department  
**Sergeant Shinn gave the recent crime reports.**
  - Introduced new Senior Deputy Officer, Disquite

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

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

- Wasco Task Force meeting to be held Thursday, March 9, 2023.
- Spay and Neuter event to be held March 30, 2023.
- Community Breakfast Meeting to be held April 5, 2023, at the old courthouse.
- Thanked the council and staff for the productive workshop on Saturday, March 4, 2023.

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

**Mayor Pro Tem Garcia:**

- Thanked the council and staff for the opportunity to attend the meeting on Saturday.
- Joined the Read Across America at Teresa Burke
- Attended the Ross Dress For Less Store Grand Opening.

**Council Member Reyna:**

- Attended the COVID-19 Vaccination event on February 26, 2023, 60 people were vaccinated, passed out \$5,650 in gift cards from the city; Informed the council of possible changes to who will be administering the vaccines for COVID-19 Vaccination events
- Attended the Ross Dress For Less Store Grand Opening.

**17) CLOSED SESSION: NONE**

**18) CLOSED SESSION ACTION: NONE**

**19) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 6:33 pm.

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Yolanda Tinajero, Deputy City Clerk

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Vincent Martinez, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, March 21, 2023**  
Regular Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Pro Tem Garcia called the meeting to order at 6:04 pm.

**2) ROLL CALL:**

**Present:** Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

**Absent:** Mayor Martinez

**3) FLAG SALUTE:** led by Mayor Pro Tem Garcia

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

**5) PRESENTATIONS:** None

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

- a.** Kern County Fire Department (Appleton)  
Fire Chief Appleton gave recent fire reports.

**6) PUBLIC COMMENTS:**

The following residents expressed their safety concerns regarding property 1224 Lily Street:

- John Martinez
- Danny Scott
- Christina Murillo

Mayor Ayon thanked the city council and staff for their help during flooding in the City of McFarland.

**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 \$ 699,751.25
- b. Approval of City Council Meeting Minutes for:
  - 1. December 6, 2022, Regular Meeting
  - 2. December 20, Regular Meeting
- c. Receive and File the Investment Report for the month ended January 31, 2023, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines

No public comments.

No Conflict of Interest on the consent calendar for any of the Council members.

Council Member Reyna pulled items 9.b.1 and 9.b.2. for separate consideration.

**Motion** was made by Council Member Reyna, **seconded** by Council Member Saldaña, to approve the Consent Calendar with separate consideration of items 9b.1 and 9.b.2. by the following roll call vote:

AYES:	GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

- b. Approval of City Council Meeting Minutes for:
  - 1. December 6, 2022, Regular Meeting
  - 2. December 20, Regular Meeting

Council Member Reyna mentioned there were corrections of typos to be made in the minutes of December 6, 2022, and verbiage to be included in the minutes of December 20, 2022.

**Motion** was made by Council Member Reyna, **seconded** by Council Member Saldaña, to approve the separate consideration of corrected and amended item 9b by the following roll call vote:

AYES:	GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

## 10) PUBLIC HEARINGS:

- a. Introduce and Waiver of the First Reading by title only of an Ordinance of the City Council of the City of Wasco Amending Ordinance No. 2023-722, which amended the Historic District Boundaries to replace the reference to Figure 2-4 with reference to Figure 2-1 of Section 17.24.040 of Title 17 Zoning of the City of Wasco Municipal Code and Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305.

Oral presentation by Community Development Director Cobb.

Mayor Pro Tem Garcia opened the public hearing at 6:35 pm

No public comments.

Mayor Pro Tem Garcia closed the public hearing at 6:35 pm.

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

AYES:	GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

- b. Adopt a Resolution Authorizing the City Manager or Designee to Sign and File, for and on behalf of the City of Wasco, a Financial Assistance Application for a funding Agreement from the State Water Resources Control Board for the Planning, Design, and Construction of the Water System Improvements and Treatment Project for an estimated Amount of \$44,283,872.00 and Adopt the Mitigated Negative Declaration for the project.

### **Reso#2023-3861**

Oral presentation by Assistant City Manager Lara and Jamie Brewer, Lead Principal Planner, QK Engineering.

Mayor Martinez opened the public hearing at 6:39 pm

No public comments.

Mayor Martinez closed the public hearing at 6:39 pm.

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

AYES:	GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

- c. Conduct a public hearing to receive oral comments concerning unmet transit needs, consider comments, if any, and adopt the Resolution Establishing Unmet Transit Needs Finding for Fiscal Year 2023-2024 and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines.  
**Reso#2023-3860**

Oral presentation by City Clerk Martinez.

Mayor Martinez opened the public hearing at 6:42 pm

No public comments.

Mayor Martinez closed the public hearing at 6:42 pm.

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

AYES:	GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

#### **11)DEFERRED BUSINESS: None**

#### **12)NEW BUSINESS:**

- a. Discussion and Possible Minute Action Regarding going dark for the April 4, 2023, Regular City Council meeting.

City Manager Hurlbert requested the discussion to consider going dark for the council meeting during the Easter holiday week, as there will be a number of staff on vacation during that week.

No public comments.

The consensus of the council is in agreement for going dark for the April 4, 2023 council meeting.

- b. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Order with Motorola Solutions for Police Department radio communications equipment, including one (1) Radio Repeater, fourteen (14) Vehicle Mobile Radios, fourteen (14) Handheld Radios, and (2) Dispatch Base Radios and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines

**Reso#2023-3862**

Oral presentation by City Manager Hurlbert.

No public comments.

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

AYES:	GARCIA, MEDINA, REYNA, SALDANA
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NOES: NONE  
ABSTAIN: NONE  
ABSENT: MARTINEZ

### 13) REPORTS FROM COMMISSIONS AND COMMITTEES:

a. Kern Economic Development Corporation (Garcia)

**Mayor Pro Tem Garcia:**

The next meeting will be in April.

b. Kern Council of Government (Reyna)

**Council Member Reyna:**

- We are getting two projects funded; beacons and flashing lights located on the crossings of 8<sup>th</sup> Street and Highway 43, and a HAWK System on Poplar Avenue and Highway 46, total funding amount of \$790,070.
- Had an opportunity to speak to the Chairman of the Transportation Commission regarding concerns of the city.

c. Wasco Task Force (Reyna & Medina)

**Council Member Medina:**

- Had a Kickoff meeting a week and a half ago.
- The meetings will be on the first Thursday of every month at 6:00 PM.
- A survey is being created for feedback from past attendees

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

b. Kern County Sheriff's Department (Shinn)

Sargent Shinn gave a PowerPoint presentation on recent crimes.

### 15) REPORTS FROM THE CITY MANAGER:

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

- Recognized Assistant City Manager Lara for obtaining the HAWK System grant
- Career Day Pop-Up will be held this Thursday, March 23, 2023, from 5:00 PM to 8:00 PM at Wasco High School
- Spay and Neuter Event on March 30, 2023; encouraged the public to reserve ahead and an event flyer will be posted tomorrow on the City website
- Easter Egg Hunt Event held on April 1, 2023, at Wasco Baseball Field from 10:00 AM to 2:00 PM with the egg hunt beginning at 10:00 AM
- The next Community Breakfast will be held on April 5, 2023, at 7:00 AM at the Old Courthouse
- The League of California Cities will have their Leaders Summit April 12-14, 2023 in Sacramento, CA
- Housing Element Workshop during the Planning Commission meeting on Monday, April 10, 2023, at 6:00 PM
- The Veterans Banner Program is set to close on new applications on April 1, 2023, with the cost of \$80.00

### 16) REPORTS FROM THE CITY COUNCIL:

**Council Member Reyna:**

- Concerned regarding potential flooding coming to Wasco and the need to be prepared shall the need arise.
- Commended Mayor Martinez and the Public Works Director for taking an immediate interest in helping the community up north.

- Attended the EOC meeting on Wednesday along with Mayor Pro Tem Garcia and Council Member Medina.
- Thanked all the staff that participated in helping the City of McFarland with its flooding problem.

Mayor Pro Tem Garcia adjourned into a closed session at 7:20 PM.

Mayor Pro Tem Garcia adjourned out of closed session at 7:51 PM

**17) CLOSED SESSION:**

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

Significant exposure to litigation pursuant to GC 54956.9(d)(2).(e)(1): one potential case.

**18) CLOSED SESSION ACTION:**

**City Manager Hurlbert reported out.**

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

Significant exposure to litigation pursuant to GC 54956.9(d)(2).(e)(1): one potential case.

**No reportable action.**

**19) ADJOURNMENT:**

Mayor Pro Tem Garcia adjourned the meeting at 7:52 PM.

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Maria O. Martinez, City Clerk

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Alex Garcia, Mayor Pro Tem



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** May 16, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or Designee to Enter into an Agreement with JTS Construction, Inc. for the Central Avenue Park Project in the amount of \$2,042,500.00 and allowing the City Manager or Designee to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of \$25,000.

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### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Enter into an Agreement with JTS Construction, Incorporated for the Central Avenue Park Project in the amount of \$2,042,500.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

### **Environmental Review:**

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

### **Discussion:**

The Central Avenue Park Project consists of complete street improvements and a full-function park. The street improvements will be to widen to full width the East side of Central Avenue and the North side of Filburn at their intersections to match Filburn to the East and Central to the North. The park improvements will include a full-purpose park, including a large grass area, sidewalks, lighting, workout and play equipment, a basketball court, and various types of plants to enjoy.

The location of the park was chosen due to an unimproved gap nearby the newly developed Tract 7311.

The Central Avenue Park Project has three funding components. The first funding component comes from an Urban Greening Grant. The City received this Urban Greening grant to build and design the majority of the Park, and totaled \$2,100,000. The second funding source is Park Impact Fees. \$120,000 of funding was budgeted from Park Impact Fees for the construction of a portion of the park. The third and final source of funding for this Project is the General Fund which set aside \$780,000 for the construction and design of the roadway around the park connecting Central Avenue and Filburn Avenue on the NE corner. In total, this Project was budgeted \$3,000,000 to design and complete construction of the Central Avenue Park and the road widening.

The City advertised for bids on April 16<sup>th</sup> and opened bids on May 4<sup>th</sup> at 2:00 PM. Due to only receiving one bid the first cycle, this was the second time this Project was advertised and bid.

Staff received two bids from Contractors as follows:

Contractor	Cost
JTS Construction	\$2,042,500.00
Bowman Asphalt	\$2,216,270.05

Of the bid provided by JTS Construction, \$1,818,896.60 was for Park Improvements, and \$223,603.40 was for Street Improvements.

After reviewing the provided quotes and supplied bid documents, Staff has determined that JTS Construction, Inc. is the most cost-effective qualified contractor. As such, Staff recommends awarding the Project to JTS Construction, Inc.

**Fiscal Impact:**

This Project was approved as part of the 2022-2023 CIP (Project 22013). This Project bid came within budget as described below:

Project 22013 has three total funding components totaling \$3,000,000. \$2,220,000 was set aside for Park design and construction, while \$780,000 was set aside for the roadway widening and to allow additional funding for the park if needed.

To date, the City has expended \$46,074.73 on Park Design, \$42,769.08 on Park Equipment, and \$10,277.50 on Roadway Design. Considering these expenditures, we currently have \$2,131,157.65 remaining for Park Construction and \$769,722.50 remaining for the roadway widening.

Of the remaining Street Widening Funds, subtracting the bid portion of \$223,603.40, we are left with \$546,119.10 for project management and contingencies which is a very safe cushion.

Of the remaining Park Improvement Funds, subtracting the bid portion of \$1,818,896.60, we are left with \$312,261.05 for project management, contingencies, and the purchase

of additional park equipment. If these remaining funds are surpassed, we have ample funds to pull from, as mentioned above, left over from the Street Widening portion of the funds.

***Project Funding Sources***

Grant Agrmt # U29189-0 Resolution No. 2021-3580	Project Funding Sources						Total
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	
General Fund 22013- 1	780,000						780,000
Urban Greening Grant 22013 - 2	395,000	1,705,000					2,100,000
Park Impact Fees 22013 - 3		120,000					120,000
Total	1,175,000	1,825,000		-	-	-	3,000,000

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

**Attachments:**

1. Resolution
2. Agreement
3. Bid Summary

CITY OF WASCO  
BID SUMMARY  
Central Avenue Park  
Bids Opened 05/04/2023 @ 2:00 PM

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	JTS Construction		S&B Sons	
				PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE
1	Excavation & Grading	CY	6.461	\$ 16.50	\$ 106,606.50	\$ 21.05	\$ 136,004.05
2	Hot Tap 2" Service, 2" Service Line, Meter with box & Backflow	EA	1	\$ 15,300.00	\$ 15,300.00	\$ 8,150.00	\$ 8,150.00
3	4" PVC Storm Drain	LF	350	\$ 43.65	\$ 15,277.50	\$ 38.91	\$ 13,618.50
4	6" PVC Storm Drain	LF	370	\$ 67.30	\$ 24,901.00	\$ 41.69	\$ 15,425.30
5	10" PVC Storm Drain	LF	150	\$ 92.50	\$ 13,875.00	\$ 72.93	\$ 10,939.50
6	12" PVC Storm Drain	LF	270	\$ 105.35	\$ 28,444.50	\$ 74.23	\$ 20,042.10
7	Storm Drain Tie-in	EA	1	\$ 5,170.00	\$ 5,170.00	\$ 1,530.00	\$ 1,530.00
8	24" U23 Catch Basin w/U21-HY Grates	EA	4	\$ 6,870.00	\$ 27,880.00	\$ 6,241.16	\$ 24,964.64
9	4" Drainage Inlet with Brass Drain Covers	EA	9	\$ 750.00	\$ 6,750.00	\$ 280.50	\$ 2,524.50
10	6" Green Alum Drain Inlet with Grade NDS80	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 357.00	\$ 1,071.00
11	6" Concrete Curb	LF	475	\$ 28.50	\$ 13,537.50	\$ 125.00	\$ 59,375.00
12	12" Concrete Mow Curb	LF	775	\$ 25.00	\$ 19,375.00	\$ 49.42	\$ 38,300.50
13	4" Thick Concrete Sidewalk	SF	10,400	\$ 8.40	\$ 87,360.00	\$ 22.95	\$ 238,680.00
14	4" Basketball Court	SF	4,200	\$ 14.20	\$ 59,640.00	\$ 2.80	\$ 11,760.00
15	6" Traffic Rated Concrete	SF	12,300	\$ 9.75	\$ 119,925.00	\$ 2.85	\$ 35,055.00
16	ADA Ramp	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,081.00	\$ 8,162.00
17	Seat Wall	LF	240	\$ 290.00	\$ 69,600.00	\$ 247.03	\$ 59,287.20
18	CMU Wall	LF	340	\$ 390.00	\$ 132,600.00	\$ 493.12	\$ 167,660.80
19	ADA Signage	EA	2	\$ 640.00	\$ 1,280.00	\$ 318.75	\$ 637.50
20	ADA Parking Striping	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 1,593.75	\$ 1,593.75
21	Parking Bumpers	EA	2	\$ 100.00	\$ 200.00	\$ 95.63	\$ 191.26
22	Site Lighting poles & Foundations	EA	26	\$ 6,200.00	\$ 161,200.00	\$ 7,551.97	\$ 196,351.22
23	Pedestrian Lighting Poles and Foundations	EA	4	\$ 4,900.00	\$ 19,600.00	\$ 6,326.00	\$ 25,304.00
24	Astronomical Clock & Main Panel	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 4,202.00	\$ 4,202.00
25	Basketball Court Panel and Time Clock	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 810.00	\$ 810.00
26	N-36 Pupil Boxes	EA	5	\$ 3,200.00	\$ 16,000.00	\$ 47.61	\$ 238.05
27	1.5" Conduit with (4) #2 wire	LF	800	\$ 33.00	\$ 26,400.00	\$ 47.61	\$ 38,088.00
28	1" conduit with (3) #8 wire	LF	1,225	\$ 57.00	\$ 69,825.00	\$ 69.64	\$ 85,309.00
29	Installation of site furnishings (City Purchased)	LS	1	\$ 116,449.60	\$ 116,449.60	\$ 33.35	\$ 33.35
30	Installation of basketball goals	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,355.17	\$ 6,710.33
31	Landscape and Irrigation	SF	65,000	\$ 9.05	\$ 588,250.00	\$ 8.40	\$ 546,000.00
32	Dust and SWPPP Control	LS	1	\$ 25,600.00	\$ 25,600.00	\$ 7,650.00	\$ 7,650.00
33	Traffic Control & Ped Safety Plan	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 12,112.50	\$ 12,112.50
34	Site Demolition Grading (roadway)	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 52,069.73	\$ 52,069.73
35	Scarify and compact to 95%	CY	427	\$ 11.00	\$ 4,697.00	\$ 29.88	\$ 12,750.22

36	Class 2 base	TONS	588	\$	49.30	\$	28,988.40	\$	21.68	\$	12,747.84
37	Type A HMA	TONS	484	\$	155.00	\$	75,020.00	\$	260.45	\$	126,057.80
38	Curb and Gutter	LF	273	\$	47.00	\$	12,831.00	\$	125.00	\$	34,125.00
39	V-Gutter	LF	345	\$	32.00	\$	11,040.00	\$	179.31	\$	61,861.95
40	Adjust sewer manhole to grade	EA	2	\$	2,000.00	\$	4,000.00	\$	3,825.00	\$	7,650.00
41	Install Catch Basin with Grate	LF	1	\$	9,120.00	\$	9,120.00	\$	16,575.00	\$	16,575.00
42	Install 18" SDR-35 Storm Drain Pipe	LF	109	\$	81.00	\$	8,829.00	\$	91.30	\$	9,951.70
43	Reconstruct Storm Drain Manhole	LS	1	\$	7,690.00	\$	7,690.00	\$	15,300.00	\$	15,300.00
44	Install 12" Solid Limit Line	LF	101	\$	4.00	\$	404.00	\$	3.83	\$	386.83
45	Install 6" Yellow Centerline	LF	683	\$	1.00	\$	683.00	\$	0.98	\$	655.68
46	Install 6" Centerline (Detail Z2)	LF	200	\$	2.00	\$	400.00	\$	1.91	\$	382.00
47	Install 6" Bike Lane	LF	785	\$	1.30	\$	1,020.50	\$	1.28	\$	1,004.80
48	Install 8" Channelizing Stripe	LF	95	\$	1.30	\$	123.50	\$	1.28	\$	121.60
49	Install Gore Striping 8"	LF	74	\$	1.30	\$	96.20	\$	1.28	\$	94.72
50	Install white Pavement Markings	SF	152	\$	9.50	\$	1,444.00	\$	7.44	\$	1,130.88
51	Remove Existing Traffic Stripe	LF	582	\$	2.00	\$	1,164.00	\$	1.91	\$	1,111.62
52	Remove Existing Pavement Markings	SF	22	\$	6.40	\$	140.80	\$	6.38	\$	140.36
53	Install Hydrant Markers	EA	1	\$	32.00	\$	32.00	\$	61.88	\$	61.88
54	Install R1-1 Sign	EA	2	\$	640.00	\$	1,280.00	\$	637.50	\$	1,275.00
55	Install R1-3p Sign	EA	2	\$	100.00	\$	200.00	\$	99.65	\$	199.30
56	Install R7-9 Sign	EA	4	\$	600.00	\$	2,400.00	\$	573.75	\$	2,295.00
57	Temporary Traffic Control	LS	1	\$	20,000.00	\$	20,000.00	\$	26,137.50	\$	26,137.50

TOTAL: \$ 2,042,500.00 \$ 2,216,270.05

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH JTS CONSTRUCTION, INC. FOR THE CENTRAL PARK AVENUE PROJECT IN THE AMOUNT OF \$2,042,500.00 AND ALLOWING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDERS**

**WHEREAS**, the City of Wasco wishes to contract with JTS Construction, Inc.; and

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

**WHEREAS**, JTS Construction, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

**WHEREAS**, JTS Construction, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of May 4, 2023.

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

**SECTION 1:** Authorizes The City Manager or designee to enter into a Standard Agreement with JTS Construction, Inc. in the amount of \$2,042,500.00.

**SECTION 2:** the City Manager or his/her designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$25,000.00.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023. - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**VINCENT MARTINEZ,**  
**MAYOR** of the City of Wasco

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

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

## AGREEMENT NO. 2023 –

**THIS AGREEMENT** made this 16th day of May 2023, by and between the CITY OF WASCO, hereinafter "City", and JTS Construction, Inc., a California Corporation, hereinafter "Contractor,"

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

WHEREAS, City wishes to hire Contractor to provide construction services in Wasco, California as more particularly described in the City of Wasco *Central Avenue Park Project* ("Plans and Specifications") which are incorporated herein by this reference (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.
3. Contractor shall perform the Services for a total price not to exceed \$2,042,500.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or designee and the City Council.
4. Contractor shall complete the Services within 180 working days from issuance of a Notice to Proceed pursuant to the Caltrans 5-day workday calendar.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.
6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an

incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

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

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law

or in equity.

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

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

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

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

12. Contractor shall not assign any portion of this Agreement to any other person or entity without City's written consent which may be given, conditioned or denied in City's sole discretion.

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup>

Street, Wasco, California 93280, Fax — (661) 758-7239, Email—  
[CityClerk@cityofwasco.org](mailto:CityClerk@cityofwasco.org); and Contractor — Shellie Anderson, Email —  
[Shelliea@jtsconstruction.com](mailto:Shelliea@jtsconstruction.com) Any party may change its address or fax number by giving  
notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
M. Scott Hurlbert, City Manager  
City of Wasco, California, "**City**"

JTS Construction, Inc.  
"**Contractor**"

By: \_\_\_\_\_  
Shellie Anderson

**EXHIBIT "A"**  
[Allocation of Services]

**Bid Proposal for Central Avenue, Wasco, CA**

Park Site Only					
Item No.	Item Description	Estimated Quantity	Unit of Measure	Price Per Unit	Total Price
1	Excavation and Grading	6,461	cy	16.50 <del>15.50</del>	106,606.50
2	Hot Tap 2-Inch Service, 2-Inch Service Line, Meter with Box and Backflow Preventer	1	ea	15,300	15,300
3	4" PVC Storm Drain	350	lf	43.65	15,277.50
4	6" PVC Storm Drain	370	lf	67.30	24,901
5	10" PVC Storm Drain	150	lf	92.50	13,875
6	12" PVC Storm Drain	270	lf	105.35	28,444.50
7	Storm Drain Tie-in	1	ea	5,170	5,170
8	24" U23 Catch Basin w/ U21-HY Grates	4	ea	6,970	27,880
9	4" Drainage Inlet with Brass Drain Covers NDS901B	9	ea	750	6,750
10	6" Green Atrium Drain Inlet with Grate NDS80	3	ea	1,250	3,750
11	6" Concrete Curb	475	lf	28.50	13,537.50
12	12" Concrete Mow Curb	775	lf	25	19,375
13	4" Thick Concrete Sidewalk	10,400	sf	8.40	87,360
14	4" Thick Reinforced Concrete (Basketball Court)	4,200	sf	14.20	59,640
15	6" Thick Concrete - Traffic Rated	12,300	sf	9.75	119,925
16	Accessible Concrete Curb Ramp	2	ea	2,000	4,000
17	Seat Wall	240	lf	290	69,600
18	6-Foot CMU Block Wall	340	lf	390	132,600
19	ADA Parking Signs	2	ea	640	1,280
20	Pavement Parking Stall Striping Incl. ADA Stalls	1	ls	1,600	1,600
21	3-foot Parking Bumpers	2	ea	100	200
22	Site Lights: Reinforced Concrete Foundation, Mounting Pole & Fixture: Lithonia # RADTLED P4-k MVOLT-PT4-PIR-PE:	26	ea	6,200	161,200

23	Pedestrian Lights: Reinforced Concrete Foundation, Mounting Pole & Fixture: Lithonia RSX2-P1-50K-R3-R5S-MVOLT	4	ea	4,900-	19,600
24	Astronomical Clock, Main Electrical Panel	1	ls	9,500	9,500-
25	Basketball Court Panel and Time Clock	1	ls	19,000	19,000-
26	N-36 Pull/Splice Boxes	5	ea	3,200	16,000
27	1-1/2 inch Conduit with (4) #2 Cu Wire	800	lf	33-	26,400
28	1 inch Conduit with (3) #8 Cu Wire	1,225	lf	57-	69,825-
29	Installation of City-Furnished Park Site Furnishings, Exercise Equipment, Tot Lot, Booster Pump, Bike Racks, Plant Material, Wood Fiber & Play Chips	1	LS	116,449.60	116,449.60
30	Installation of City-Furnished <del>Park</del> Basketball Goals	2	ea	3,500	7,000-
31	Landscape and Irrigation	65,000	sf	9.05	588,250.00
32	Dust and SWPPP/Erosion Control BMP's and Maintenance	1	ls	25,600	25,600-
33	Traffic Control & Pedestrian Safety Plan	1	ls	3,000-	3,000-
Subtotal Park Improvement - Items 1 through 33:					1,818,896.60

#### Street Improvements

Item Number	Item Description	Estimated Quantity	Unit of Measure	Price Per Unit	Total Price
34	Site Demolition, Grading, Balance Roadway/Site To New Grade, Haul-Off Excess Material	1	ls	32,000	32,000 <del>47,000</del>
35	Scarify Native Material & Compact To 95%	427	cy	11-	<del>588,250</del> 4967.00
36	Class 2 Aggregate Base	588	ton	49.30	29,988.40
37	Type "A" Hot Mix Asphalt	484	ton	155-	75,020.00
38	Install Curb & Gutter	273	lf	47-	12,831.00
39	Install V-Gutter "Modified"	345	lf	32-	11,040.00
40	Adjust Sewer Manhole Cover To Grade	2	ea	2000-	4000-
41	Install Catch Basin With Grate	1	ea	9,120-	9,120.00
42	Install 18" SDR-35 PVC Storm Drain Pipe	109	lf	81-	8,829.00
43	Reconstruct Storm Drain Manhole	1	ls	7690-	7690-

44	Install 12" Solid Limit Line - 2 Coat Paint	101	lf	4-	404-
45	Install 6" Yellow Centerline - Detail 2 - 2 Coat Paint	683	lf	1-	683-
46	Install 6" Yellow Centerline - Detail 22 - 2 Coat Paint	200	lf	2-	400-
47	Install 6" Bike Lane Line - Detail 39 & 39a - 2 Coat Paint	785	lf	1.30-	1020.50
48	Install 8" White Channelizing Stripe - Detail 38 - 2 Coat Paint	95	lf	1.30	123.50
49	Install Gore Striping 8" White Line - 2 Coat Paint	74	lf	1.30	96.20
50	Install White Pavement Markings - 2 Coat Paint	152	sf	9.50	1444-
51	Remove Existing Traffic Stripe	582	lf	2-	1164-
52	Remove Existing Pavement Markings	22	sf	6.40	140.80
53	Furnish And Install Blue Retroreflective Fire Hydrant Marker	1	ea	32-	32-
54	Furnish and Install R1-1 Sign - (36"X36")	2	ea	640-	1280-
55	Furnish and Install R1-3P Sign - (18"X6")	2	ea	100-	200-
56	Furnish and Install R7-9 Sign - (12"X18")	4	ea	600-	2400
57	Temporary Traffic Control	1	ls	20,000	20,000
Subtotal Street Improvements - Items 34 through 57:					223,603.40
Total Bid Price - All Items 1 through 57:					2,042,500-

TOTAL BID AMOUNT: \$2,042,500.-



Signature

Acknowledgment of Addenda  
Addendum No. Initial

1



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** May 16, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with John Kular Consulting in an Amount Not to Exceed \$129,980.00 for Engineering Services Related to the Wastewater Master Plan Update.

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### Recommendation:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with John Kular Consulting in an amount not to exceed \$129,980.00 for Engineering Services Related to the Wastewater Master Plan Update.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

### Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

### Discussion:

The City of Wasco received a \$125,000.00 grant from the Department of Housing and Community Development to Update the City's current Wastewater Master Plan. The City's Wastewater Master Plan was last updated in 2007 and since then Wasco has progressed into a more fully developed community. Many of the projections for growth and flow assumptions in the current wastewater masterplan need to be re-evaluated due to the scarce potable water supply and State's emphasis on groundwater sustainability. This project will be a great benefit to the entire community of 24,046 household residents (CA Dept. of Finance, 2020). By updating the wastewater master Plan, the city will ensure that the existing wastewater treatment system and infrastructures

are adequate to serve the existing population and allow the city to plan accordingly for growth anticipated in the community through 2045.

A Request for Qualifications was advertised on March 9, 2023, and two bids were received. John Kular Consulting (JKC) came in with the lowest bid in an amount of \$129,980.00. Kular Consulting has provided civil engineering services since 2012 with many of those services being related to the city's wastewater system. If awarded JKC shall assess the condition of the current wastewater treatment facility, identify treatment capacity issues, develop a capital improvement plan (CIP), and provide a comprehensive evaluation of the City's entire wastewater system and provide solutions to meet demand within the city through 2045.

### **Bid Results**

- 1. John Kular Consulting: \$129,980.00**
- 2. Cannon: \$373,700.00**

#### **Fiscal Impact:**

The city's financial impact consists of \$129,980.00 covered by the Wastewater Enterprise fund. \$125,000.00 of this amount will be reimbursable as part of the Community Development Block Grant.

#### **Attachment:**

1. Resolution
2. Agreement
3. Bid Results



## City of Wasco Bid Results

Date: 4/13/2023

Bid Package-Project Description:

WasteWater Master Plan Update

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
John Kular Consulting	4/13/2023	11:02 AM	2:00 PM	\$129,980.00	YES	NO
Cannon	4/13/2023	2:07 PM	2:02 PM	\$373,700.00	YES	NO

*Xochitl Nieto*

City of Wasco  
Admin Assitant I

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH JOHN KULAR CONSULTING IN AN AMOUNT NOT TO EXCEED \$129,980.00 FOR ENGINEERING SERVICES RELATED TO THE WASTEWATER MASTER PLAN UPDATE.**

**WHEREAS**, the City wishes to contract with John Kular Consulting in an amount not to exceed \$129,980.00 for Engineering Services Related to the Wastewater Master Plan Update; and

**WHEREAS**, the services provided will be based on the scope of work as identified in Exhibit "A" of the agreement; and,

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

**WHEREAS**, John Kular Consulting and the City each acknowledge that each party and their respective legal counsel have reviewed the agreement; and,

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

**WHEREAS**, John Kular Consulting shall maintain all worker's compensation insurance where and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

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

**SECTION 1:** Authorizes The City Manager or designee to enter into a Standard Agreement with John Kular Consulting in the amount of \$129,980.00.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023 - \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**VINCENT MARTINEZ,**  
**MAYOR** of the City of Wasco

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

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

## **CONSULTANT SERVICES AGREEMENT NO. 2023 -**

THIS AGREEMENT made this 16th day of May 2023 by and between the City OF WASCO, a municipal corporation (the "City") and John Kular Consulting (the "Consultant").

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

**WHEREAS**, City wishes contract with Consultant to provide the professional services, including but not limited to hydrology, wastewater modeling, master planning, and hydraulic modeling in the development of a comprehensive Wastewater Master Plan.

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

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

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

3. Consultant shall provide the Services for a fee not to exceed \$129,980.00 (the "Fee"). Consultant shall be paid upon completion of the Milestone Services to the reasonable satisfaction of City and upon presentation of an invoice upon completion of the Services (the "Invoice"). The Invoice shall describe the Services performed and such other information as reasonably required by City. The Invoice shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, the Invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the Invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

4. The Services shall be completed on or before 250 Days from issuance of notice to proceed, provided, however, that if the parties wish to extend the term of the Agreement, the City Manager is authorized to do so on behalf of the City in his sole discretion and without further approval of the City Council. Notwithstanding the foregoing, City may terminate this Agreement at any time upon ten (10) days prior written notice to Consultant in which event, if termination is without cause, Consultant shall be

entitled to that portion of the Fee represented by the amount of the Services performed by Consultant to the date of termination as reasonably determined by City. If termination is for cause, no compensation shall be payable for the Services performed in breach of this Agreement.

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

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

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

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

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

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or when sent by confirmed facsimile or electronic mail ("email") or upon mailing in the United States mail, postage prepaid, certified, return receipt requested with the date of signing the return receipt (or refusal to do so) as the date of service. Notices shall be sent to the following addresses: if to City - City Manager, 764 E Street, Wasco, California 93280, Fax - (661) 758-1728,

Email – [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); or if to Consultant, John Kular Email – [johnkularpe@gmail.com](mailto:johnkularpe@gmail.com). Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

- Appendix II to 2 CFR Part 200
- Title VI of the Civil Rights Act of 1964.
- CDBG Conflict of Interest (24 CFR 570.489(h)).
- Access to records.
- Executive Order 11246-Equal Employment Opportunity
- Executive Order 12138-Women Business Enterprise Policy.
- Architectural Barrier Act of 1968.
- Age Discrimination Act of 1975.
- Section 3 Clause-Housing and Urban Development Act of 1968.
- Section 504-Rehabilitation Act of 1973.
- Executive Order 11063.
- Davis Bacon and Related Acts.

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

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

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

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

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

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

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

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

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

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

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

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

For City,

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

John Kular Consulting

By: \_\_\_\_\_  
John Kular, Consultant

# **Exhibit A**

## **Project Description**

**SCOPE OF SERVICES AND PROPOSED ACTIVITIES:** The selected firm shall be contracted to update the City's *Wastewater Master Plan* to assess the condition of the current Wastewater Treatment Facility, evaluate treatment capacity alternatives, develop a capital improvement plan (CIP) for the rehabilitation and expansion of collection and treatment system, recommend a revised sewer impact fee for new development within the city. The consultant will also provide the city an evaluation of the current system capacity and provide solutions to meet demand within the city of Wasco through 2045. The consultant will provide specific recommendations for pipeline replacements, lift station facilities, and treatment capacity in five-year increments starting in 2023 and include 2027, 2032, 2037, and 2045.

The consultant will prepare the update to the *Wastewater Master Plan* by way of the following tasks:

- I. Kickoff Meeting with Firm and City officials**
- II. Project Timeline**
- III. Completion of Data Collection Analysis**
- IV. Firm Reviews Findings and Recommendations with City Staff.**
- V. Draft Wastewater Master Plan**
- VI. Presentation of Draft**
- VII. Presentation of Final Draft to City Council.**

**WORK PRODUCT:** The final work product is to be a completed update to the City's Wastewater Master Plan. The Plan's basic structure will include:

1. 25-Year Horizon
2. Summary and description of the Wastewater System.
3. Evaluation of the existing Wastewater Collection System and identification of hydraulic deficiencies with maintenance and mitigation recommendations based upon Master Plan projected growth.
4. Evaluation of the existing Wastewater Treatment Plant/disposal facilities and identification of deficiencies with maintenance and mitigation recommendations based upon Master Plan projected growth.
5. Cost estimate for required improvements to the collection system to ensure adequate capacity

for both summer and winter time flows to ensure overflow events do not occur.

6. Cost estimate for required improvements to the wastewater treatment plant and disposal facilities to ensure adequate capacity for Master Plan projected growth.
7. A short and long-term capital improvement plan (CIP) to address identified deficiencies including prioritization, alternatives, analysis, and schedules. The CIP shall include increases in pipe size, I&I reduction programs, increases in redundancy and pumping capacity, and storage, treatment/disposal facility modifications.
8. Recommendation of updates to the operational structure of the Wastewater Collection and Facility System.
9. Identification of any regulatory concerns for the collection and facilities system.

Deliverables: Consultant will provide one (1) unbound copy, five (5) bound copies of final Plan, one (1) electronic (Word) copy of the Plan and One (2) print ready (PDF) Flash Drive copies. All copies should have a Table of Contents highlighting locations of tables, charts and graphs within the Plan. The final product must include acknowledgment of grant funding through the State of California Department of Housing and Community Development Block Grant Program (CDBG) Planning and Technical Assistance Grant.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** May 16, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with Loop Electric, Inc. for the 1<sup>st</sup> – 5<sup>th</sup> Street Lighting Project in the amount of \$401,906.00 and allowing the City Manager and Designee to Execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Enter into an Agreement with Loop Electric, Inc. for the 1<sup>st</sup> – 5<sup>th</sup> Street Lighting Project in the amount of \$401,906.00 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

### **Environmental Review:**

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

### **Discussion:**

The need for lighting in the areas of 1<sup>st</sup> – 5<sup>th</sup> Street between Birch Avenue and Poplar Avenue was brought to Staff's attention in late 2021. City Staff has been doing preliminary work to prepare for this Project since November of 2021. This process started with an application to PG&E to provide electrical service in 3 separate locations to power the future lighting. The waiting process for the PGE design was around 6 months. Once plans were developed by PG&E, City Crews installed (3) pull boxes and conduits up to existing

PG&E poles for wire to be run through. Once this was completed staff then had to wait roughly 10 weeks for PG&E to install their wire. The next step was design which was performed by consultant BHT Engineering and was completed around April of this year at which time this Project was put out to bid.

The City advertised for bids on April 5<sup>th</sup> and opened bids on May 10<sup>th</sup> at 2:00 PM.

Staff received 2 bids from Contractors as follows:

Contractor	Cost
Loop Electric	\$401,906.00
AC Electric	\$528,425.00

After reviewing the provided quotes and supplied bid documents, Staff has determined that Loop Electric, Inc. is the most cost-effective qualified contractor. As such, Staff recommends awarding the Project to Loop Electric, Inc.

**Fiscal Impact:**

This Project was approved as part of the 2022-2023 CIP (Project 20214). This Project bid came within budget as is described below:

Project 20214 funding comes from Measure X and Transportation Development Act (TDA) funds.

The Measure X Portion total is \$500,000 of which \$250,000 was approved in the 2022-2023 budget and \$250,000 was approved in prior years.

The TDA Portion total is \$950,000 of which \$440,000 was approved in the 2022-2023 budget and \$510,000 was approved in prior years.

To date \$24,893.10 has been spent on design and materials purchased for the preliminary phase work which leaves \$1,425,106.90 for this project and future projects.

Considering the bid proposed here, the remaining balance of this fund will be \$1,023,200.90.

***Project Funding Sources***

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

**Attachments:**

1. Resolution
2. Agreement
3. Bid Summary

**CITY OF WASCO  
STREETLIGHTS IMPROVEMENTS - VARIOUS LOCATIONS  
BIDS SUMMARY**

**Bid opening date: May 10th, 2023 @ 2:00 PM**

**Total Bids Received/opened = 2**

ITEM NO.	ITEM CODE	UNIT OF MEASURE	Engineer's Estimate		
			EST. QNTY.	PRICE PER UNIT	TOTAL COST
1	SITE DEMOLITION, CUT & HAUL-OFF EXCESS MATERIAL. BORING PITS AND JACKING, RESTORATION AND CLEAN-UP	L.S.	1	\$ 18,000.00	\$ 18,000.00
2	FURNISH AND INSTALL ELECTRICAL SERVICE UNMETERED PEDESTALS, INCLUDING FOUNDATIONS, CONDUITS AND WIRING TO PG&E SERVICE HAND-HOLE, AND BOLLARDS PER PLANS	EA	2	\$ 11,000.00	\$ 22,000.00
3	FURNISH AND INSTALL PULL BOXES PER PLANS	EA	23	\$ 1,200.00	\$ 27,600.00
4	FURNISH AND INSTALL STREET POLES AND LUMINAIRES, FOOTING, CONDUITS AND RELATED ELECTRICAL ITEMS PER PLANS	EA	20	\$ 14,000.00	\$ 280,000.00
5	FURNISH AND INSTALL HDPE ELECTRICAL RACEWAY NEMA TC-7 (SCH 40), DIRECTIONAL BORE INSTALLATION, INCLUDING REQUIRED WIRING PER PLANS.	LF	4700	\$ 24.00	\$ 112,800.00
6	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 18,000.00	\$ 18,000.00
7	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	\$ 4,000.00	\$ 4,000.00

Construction Subtotal: \$ 482,400.00

Contingency (10%): \$ 48,240.00

Total Construction: \$ 530,640.00

Advertising \$ 1,500.00

Preliminary Engineering: \$ 47,600.00

Construction Engineering (10%): \$ 53,064.00

**Total Estimated Project Cost: \$ 632,804.00**

Loop Electric		AC Electric	
PRICE PER UNIT	TOTAL COST	PRICE PER UNIT	TOTAL COST
\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00
\$ 12,330.50	\$ 24,661.00	\$ 12,500.00	\$ 25,000.00
\$ 1,315.00	\$ 30,245.00	\$ 2,175.00	\$ 50,025.00
\$ 7,500.00	\$ 150,000.00	\$ 7,600.00	\$ 152,000.00
\$ 35.00	\$ 164,500.00	\$ 47.00	\$ 220,900.00
\$ 7,500.00	\$ 7,500.00	\$ 45,500.00	\$ 45,500.00
\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00

**BID TOTAL \$ 401,906.00**

BID TOTAL \$ 528,425.00

**THIS AGREEMENT** made this 16th day of May 2023, by and between the CITY OF WASCO, hereinafter "City", and Loop Electric, Inc., a California Corporation, hereinafter "Contractor,"

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

WHEREAS, City wishes to hire Contractor to provide construction services in Wasco, California as more particularly described in the City of Wasco *1<sup>st</sup> – 5<sup>th</sup> Street Lighting Project* ("Plans and Specifications") which are incorporated herein by this reference (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

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

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

2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.

3. Contractor shall perform the Services for a total price of not to exceed \$401,906.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.

4. Contractor shall complete the Services within 60 working days from issuance of a Notice to Proceed pursuant to the Caltrans 5-day workday calendar.

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

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per

occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

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

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

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

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

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

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

12. Contractor shall not assign any portion of this Agreement to any other person or entity without City's written consent which may be given, conditioned or denied in City's sole discretion.

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239, Email—

[CityClerk@cityofwasco.org](mailto:CityClerk@cityofwasco.org); and Contractor — Kimberley Kitsch, Email — [Kim@loopelectric.com](mailto:Kim@loopelectric.com) Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

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

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

For City,

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

Loop Electric, Inc.  
**"Contractor"**

By: \_\_\_\_\_  
Kimberley Kitsch

**EXHIBIT "A"**  
[Allocation of Services]

**BID SCHEDULE**  
CITY OF WASCO  
**STREETLIGHTS INSTALLATION**  
**VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST
1	SITE DEMOLITION, CUT & HAUL-OFF EXCESS MATERIAL, BORING PITS AND JACKING, RESTORATION AND CLEAN-UP	L.S.	1	17,500. <sup>00</sup>	17,500. <sup>00</sup>
2	FURNISH AND INSTALL ELECTRICAL SERVICE UNMETERED PEDESTALS, INCLUDING FOUNDATIONS, CONDUITS AND WIRING TO PG&E SERVICE HAND-HOLE, AND BOLLARDS PER PLANS	EA	2	12,330. <sup>50</sup>	24,661. <sup>00</sup>
3	FURNISH AND INSTALL PULL BOXES PER PLANS	EA	23	1,315. <sup>00</sup>	30,245. <sup>00</sup>
4	FURNISH AND INSTALL STREET POLES AND LUMINAIRES, FOOTING, CONDUITS AND RELATED ELECTRICAL ITEMS PER PLANS	EA	20	7,500. <sup>00</sup>	150,000. <sup>00</sup>
5	FURNISH AND INSTALL HDPE ELECTRICAL RACEWAY NEMA TC-7 (SCH 40). DIRECTIONAL BORE INSTALLATION, INCLUDING REQUIRED WIRING PER PLANS.	LF	4,700	35. <sup>00</sup>	164,500. <sup>00</sup>
6	TEMPORARY TRAFFIC CONTROL	L.S.	1	7500. <sup>00</sup>	7500. <sup>00</sup>
7	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	7500. <sup>00</sup>	7500. <sup>00</sup>
<b>TOTAL BASE BID:</b>				<b>840,906.<sup>00</sup></b>	

1  
Acknowledgment of Addenda  
Addendum No. Initial  
1 AK

Andy Kitch  
Signature  
ANDREW KITCH - PRESIDENT  
Printed Name / Title  
Loop Electric Inc.  
Company  
496032 2/28/2024  
Contractor's License Number / Expiration Date

**Selection of Bidder**

Selection of bidder shall be based on the lowest responsible BID. The city has the option to reject all bids with or without cause. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown. Bid shall include all taxes, permits, bonds, licenses, fees, shipping, installation, and mobilization costs.

**INCLUDE WITH BID**

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A STANDARD AGREEMENT WITH LOOP ELECTRIC, INC. IN THE AMOUNT OF \$401,906.00 FOR THE 1<sup>ST</sup> TO 5<sup>TH</sup> STREET LIGHTING PROJECT AND ALLOWS THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDERS ON THE AMOUNT NOT TO EXCEED \$10,000**

**WHEREAS**, the City of Wasco wishes to contract with Loop Electric, Inc.; and

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

**WHEREAS**, Loop Electric, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and

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

**WHEREAS**, Loop Electric, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of May 10, 2023.

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

**SECTION 1:** Authorizes the City Manager or designee to enter into a Standard Agreement with Loop Electric, Inc. in the amount of \$401,906.00.

**SECTION 2:** Authorizes the City Manager or designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$10,000.00.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023. - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**VINCENT MARTINEZ,**  
**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  
Charles V Fivecoat, Chief of Police

**DATE:** May 16, 2023

**SUBJECT:** Introduce and Waive the First Reading of an Ordinance of the City Council of the City of Wasco Amending an Ordinance and Accepting the Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers

---

### Recommendation:

Staff recommends the City Council:

- 1) Introduce and waive the first reading of an Ordinance accepting the Requirements of The Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

### Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

### Discussion:

This request is for approval of an Amendments to the Ordinance of the City Council of the City of Wasco accepting the Requirements of The Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.

Chapter 2.36 of the Wasco Municipal Code will be replaced in its entirety to conform with the current language provided by Commission on Peace Officer Standards and Training (POST). The original section was approved by the City Council of the City of Wasco via Ordinance No. 98 in 1961. California legislation regarding Law Enforcement Officers has greatly changed throughout the years and Ordinance No. 98 needed

several updates in order to meet today's standards. A copy of the updated language is attached to this staff report for City Council's review.

**Fiscal Impact:**

No current fiscal impact, future Operational and Capital funding will be presented for Council review during the FY 2023-24 budget process.

**Attachments:**

1. Ordinance

ORDINANCE NO. 2023 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING AN  
ORDINANCE AND ACCEPTING THE REQUIREMENTS OF THE PENAL CODE RELATING TO THE  
RECRUITMENT AND TRAINING OF LAW ENFORCEMENT OFFICERS**

**WHEREAS**, the City of Wasco, California ("City") is a municipal corporation duly organized under the constitution and laws of the State of California; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS  
FOLLOWS:**

**SECTION 1. Amendment.** Chapter 2.36 of the Wasco Municipal Code is hereby replaced in its entirety with the following:

**Chapter 2.36**

**PEACE OFFICER STANDARDS AND TRAINING**

**Sections:**

**2.36.010 Declaration to receive state aid**

**2.36.020 Adherence to standards**

**2.36.030 POST Inquiries**

**2.36.010 Declaration to receive state aid:** The governing body of the City of Wasco declares that it desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code.

**2.36.020 Adherence to standards:** Pursuant to Penal Code Section 13510, Chapter 1 of Title 4, Part 4 of the California Penal Code, the City of Wasco will adhere to the standards for recruitment and training of peace officers and public safety dispatchers established by the Commission on Peace Officer Standards and Training (sometimes, the "Commission").

**2.36.030 POST Inquiries:** Pursuant to Section 13512, Chapter 1 of Title 4, Part 4 of the California Penal Code, the Commission and its representatives may make such inquiries as deemed necessary to ascertain that the peace officer and public safety dispatch personnel of the City of Wasco adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training."

**SECTION 2. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 3. California Environmental Quality Act.** This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

**SECTION 4. Effective date.** This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

**SECTION 6. Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Wasco on the 16th day of May 2023.

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**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Wasco on the day \_\_\_\_ of \_\_\_\_\_, 2023, by the following votes:

**I HEREBY CERTIFY** that the foregoing Ordinance No. 2023 – \_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on \_\_\_\_\_, 2023, by the following vote

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

\_\_\_\_\_  
**VINCENT MARTINEZ**  
**MAYOR** of the City of Wasco

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