



AGENDA

Regular City Council Meeting,

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

Tuesday, August 1, 2023 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

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 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 8th 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.

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 8th 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 no later than **4:00 p.m. August 1, 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. **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. 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 Manuel Cantu, Lifehouse Church

5) **PRESENTATIONS:**

a. Proclamation for Kelly Richers

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 \$860,767.05
- b. Approval of Travel and Training Expenses Exceeding \$500.00 per trip for one-half of City Attorney Thomas F. Schroeter's registration fees and one night's hotel stay to attend the League of California Cities Annual Conference held on September 20 – 22, 2023, in Sacramento, California, not to exceed \$502.00, 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.
- c. Receive and File the Investment Report for the month ended May 31, 2023.
- d. Adopt a Resolution Authorizing the City Manager or Designee to record a deed correction for City owned property at APN 030-071-12 and find that this project is classified as categorically exempt pursuant to CEQA Section 15061 (b) (3).
- e. Adopt a Resolution authorizing the City Manager or Designee to record a deed restriction on City owned property at APN 030-071-12 and 19 and find that this project is classified as categorically exempt pursuant to CEQA Section 15061 (b) (3).
- f. Adopt a Resolution to Execute a Transfer of the Kern County Low Carbon Transit Operations Program (LCTOP) Funds from the City of California City to the City of Wasco for Fiscal Years 2022 Through 2023, for the Transit Bus Shelter(s) Project, in the amount of \$37,178.00; and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorically Exempt.
- g. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Plumbers Depot Inc. in the amount not to exceed \$70,000.00 to purchase one Closed Circuit Television Sewer Camera Unit for the Wastewater Department, and Find that Pursuant to State CEQA Guidelines 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, no environmental review is required.

- h. Adopt a Resolution Authorizing the City Manager or Designee to execute an amended purchase order with Total Security Solutions for the Wasco Police Department Security Materials in the amount of \$12,519.47, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3), no environmental review is required.

10)PUBLIC HEARINGS: None

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:

- a. Approval of Closed Session Minutes for July 18, 2023
- b. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) and Paragraph (1) of Subdivision (e) of §54956.9: One potential case

18)CLOSED SESSION ACTION:

19)ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on July 28, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.



Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review on the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280, during regular business hours, 8:00 am – 4:30 pm Monday through Thursday and 8:30 am – 4:30 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda

item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

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

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



Bill Pay

Council Meeting August 1, 2023

WARRANTS	AMOUNTS
G071723	18,907.21
G071923	10,944.81
G072023	50,577.90
G2071723	226,932.75
A1072423	59,718.32
A2072423	436,926.00
A3072423	7,808.91
G072623	23,375.27
G072423	17,849.39
H072623	629.14
A071323	2,847.35
A2071323	1,500.00
A2063023	1,375.00
A3063023	1,375.00
Grand Total	860,767.05

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel
Perez-Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.org
C = US
Date: 2023.07.26 14:17:
53 -08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G071723	AMAZON CAPITAL SERVICES, INC	4968	1VC9-CL1T-1GJF	25830	1 QT: AT-A-GLANCE 2023 CALENDAR	30.25
G071723	PG & E COMPANY	85	2991524925-3 063023	25845	UB 810 8TH COURTHOUSE 063023	637.71
G071723	PACE ANALYTICAL SERVICES, INC	5694	B478635	25844	WTR SAMPLE TEST: 6/20/23 BACTERIOLOGICAL	98.00
G071723	PACE ANALYTICAL SERVICES, INC	5694	B478698	25844	WTR SAMPLE TEST: 6/27/23 BACTERIOLOGICAL	84.00
G071723	PACE ANALYTICAL SERVICES, INC	5694	B478843	25844	WTR SAMPLE TEST: 6/29/23 WELL #7 & #12 BACTERIOLOG	28.00
G071723	PACE ANALYTICAL SERVICES, INC	5694	B478822	25844	WTR SAMPLE TEST: WELL #7,#8,#10 DRINK WTR CLIP	445.00
G071723	GARDAWORLD	4266	20571399	25840	JUNE 2023: EXCESS SERVICES	124.57
G071723	GENERAL OFFICE MACHINE COMPANY	1195	21206	25841	TONER FOR FINANACE PRINTER	200.64
G071723	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015141	25847	DOT PHYSICAL	90.00
G071723	AFFINITY TRUCK CENTER	405	F013264829:01	25829	RFS VEH #14: CONTROL VALVE	76.01
G071723	ANG REGION 1, LLC	5116	7396	25831	JUNE 2023: CNG FUEL	6,267.14
G071723	ASPECT ENGINEERING	5829	23410	25832	6/12/23: T&M SUPPORT	900.00
G071723	CALIFORNIA BUILDING STANDARDS COMMISSION	2575	GREEN FEES APR-JUN23	25833	GREEN FEES APRIL-JUNE 2023	474.30
G071723	CINTAS CORPORATION NO. 3	4480	4160249507	25834	UNIFORM FEES w/e 063023	658.04
G071723	CITY OF WASCO-UB PAYMENTS	1875	739823	25835	JUNE 2023: UB 810 8TH ST (LF)	104.41
G071723	CITY OF WASCO-UB PAYMENTS	1875	739825	25835	JUNE 2023: UB 801 8TH ST	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	73987	25836	JUNE 2023:UB 1445 12TH STREET (SAL)	80.06
G071723	CITY OF WASCO-UB PAYMENTS	1875	740241	25835	JUNE 2023: UB 800 BLK CENTRAL	243.65
G071723	CITY OF WASCO-UB PAYMENTS	1875	740244	25836	JUNE 2023:UB 1100 CENTRAL AVE LLMD	92.00
G071723	CITY OF WASCO-UB PAYMENTS	1875	740246	25835	JUNE 2023: UB 1500 BLK OF CENTRAL	195.35
G071723	CITY OF WASCO-UB PAYMENTS	1875	740419	25835	JUNE 2023: UB 764 E STREET (ANNEX)	219.25
G071723	CITY OF WASCO-UB PAYMENTS	1875	740491	25835	JUNE 2023: UB 847 F STREET (PW SHOP)	219.25

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G071723	CITY OF WASCO-UB PAYMENTS	1875	740532	25835	JUNE 2023: UB 1300 BLK FILBURN	261.80
G071723	CITY OF WASCO-UB PAYMENTS	1875	740960	25835	JUNE 2023: UB NW MAPLE/MARGALO LLMD 2006	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	740961	25835	JUNE 2023: UB MAPLE/GROMER LLMD 2006-1	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741012	25835	JUNE 2023: UB 2700 BLK MONDAVI CT	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741084	25835	JUNE 2023: UB 1500 BLOCK OF PALM	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741095	25835	JUNE 2023: UB 2100 BLK PALM	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741097	25835	JUNE 2023: UB 400 N BLOCK OF PALM LLMD 2006-1	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741099	25835	JUNE 2023: UB 1700 BLK OF PALM #A	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741127	25835	JUNE 2023: UB 1200 BLK PECAN ST	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741130	25835	JUNE 2023: UB PENELOPE LLMD 2006-1	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741211	25835	JUNE 2023: UB 1700 BLK POPLAR	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741212	25836	JUNE 2023: UB 1700 BLK POPLAR #A	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741272	25836	JUNE 2023: UB 2500 BLK OF POSO DR. LLMD6	92.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741276	25835	JUNE 2023: UB 2700 BLK OF POSO AVE LLMD06	129.30
G071723	CITY OF WASCO-UB PAYMENTS	1875	741307	25835	JUNE 2023: UB PALM N. PROSPERITY 2006-1	147.80
G071723	CITY OF WASCO-UB PAYMENTS	1875	741453	25835	JUNE 2023: UB 1700 BLK OF MARGALO	115.70
G071723	CITY OF WASCO-UB PAYMENTS	1875	741682	25836	JUNE 2023: UB 1300 BLK OF WILLOW	92.30
G071723	COUNTRY AUTO & TRUCK, INC.	3008	740869	25837	WW VEH #44: BATTERY	208.68
G071723	COUNTRY AUTO & TRUCK, INC.	3008	740870	25837	RFS VEH #24: FLOOD LIGHTS	34.62
G071723	DEPARTMENT OF CONSERVATION	273	SMI FEES APR-JUN 23	25838	APRIL-JUNE 2023: SMI FEES	741.19
G071723	TRADICIONES MARKETS, INC	5259	425 JUNE 2023	25839	425 UB PAYMENTS FOR JUNE 2023	76.50
G071723	JEFFRIES BROS., INC	140	127534	25842	GAS FOR POLICE CRUSIER	46.60
G071723	ONE SOURCE PARTS, LLC DEPT 900	5748	853961	25843	RFS VEH #24: RAM DUMP CYLINDER	2,797.12
G071723	THE GAS COMPANY	246	08961820373 063023	25846	JUNE 2023: CITY YARD F STREET	15.78
G071723	THE GAS COMPANY	246	08331820137 063023	25846	JUNE 2023: COURTHOUSE	22.29
G071723	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	23289	25848	Q2: 2023 GWTR REPORTING	1,750.00
G071723 Total						18,907.21
G071923	AMAZON CAPITAL SERVICES, INC	4968	1RMT-9LPN-7G97	25850	1 QT: 10 PACK LABEL MAKER TAPE	47.62
G071923	CHARTER COMMUNICATIONS	68	168679001070723	25851	JULY 2023: INTERNET SRVCS SHERIFF SUB	172.96
G071923	CHARTER COMMUNICATIONS	68	167751301070723	25851	JULY 2023: INTERNET SRVCS FOR COW	125.22
G071923	COUNTY OF KERN	218	IN0481369	25854	JULY 2023: WELL #8 ANNUAL FEES BUS PLAN	189.00
G071923	COUNTY OF KERN	218	IN0478070	25854	JULY 2023: 801 8TH ST ANNUAL FEES BUS, PLAN HAZ	379.00
G071923	COUNTY OF KERN	218	IN0479712	25854	JULY 2023: GREEN WASTE SITE ANNUAL FEES: LIMIT VOL	5,370.00
G071923	COUNTY OF KERN	218	IN0481367	25854	JULY 23: SE CORNER IRIS & GRIFFITH ANNUAL FEES BUS	189.00
G071923	COUNTY OF KERN	218	IN0481370	25854	JULY 2023: WELL #12 BUS ANNUAL FEES BUS PLAN	189.00
G071923	COUNTY OF KERN	218	IN0481371	25854	JULY 2023: WELL #2 ANNUAL FEES BUS PLAN	189.00
G071923	COUNTY OF KERN	218	IN0481372	25854	JULY 2023: WELL #11 ANNUAL FEES BUS PLAN	189.00
G071923	COUNTY OF KERN	218	IN0481373	25854	JULY 2023: WELL #5 ANNUAL FEES BUS PLAN	189.00
G071923	COUNTY OF KERN	218	IN0483093	25854	JULY 2023: WELL #14 ANNULA FEES BUS PLAN	189.00
G071923	GENERAL OFFICE MACHINE COMPANY	1195	21327	25855	MAINTENANCE CONTRACT 09/12/23-09/11/24- CITY HALL	324.75
G071923	AIRCO BAKERSFIELD	3102	24365	25849	HVAC SERVICE FOR PW	780.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G071923	CINTAS CORPORATION NO. 3	4480	4160913032	25852	UNIFORM FEES w/e 070723	379.25
G071923	CITY OF WASCO-UB PAYMENTS	1875	745041	25853	JULY 2023: UB 810 8TH ST (LF)	15.80
G071923	CITY OF WASCO-UB PAYMENTS	1875	745079	25853	JULY 2023:UB 764 E STREET (ANNEX) (LF)	182.21
G071923	TABITHA ROSS	5955	AC23-434 071223	25856	RFND FOR AC23-434 ANIMAL SHELTER	95.00
G071923	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	23288	25857	Q3: 2023 GWTR REPORTING	1,750.00
G071923 Total						10,944.81
G072023	AMERICAN REFUSE INC	183	279975	25863	JULY 2023: RECYCLE CARTS RESIDENTIAL	37,191.58
G072023	DIAMOND TECHNOLOGIES, INC.	2724	33718	25864	Monthly IT Managed Services Agreement Billing July	1,443.99
G072023	DIAMOND TECHNOLOGIES, INC.	2724	33717	25864	Monthly IT Managed Services Agreement Billing July	3,185.33
G072023	DIAMOND TECHNOLOGIES, INC.	2724	33719MS	25864	Microsoft Agreement Billing July	398.00
G072023	KERN COUNTY AUDITOR-CONTROLLER COUNTY CLERK	27	FY 2023-24	25865	FY 23/24 RECOVERY OF LAFCO'S OPERATING COSTS	5,759.00
G072023	LIEBERT CASSIDY WHITMORE	2269	240165	25866	ERC MEMBERSHIP 07/01/23-06/30/24	2,600.00
G072023 Total						50,577.90
G2071723	PG & E COMPANY	85	5816195239-3 063023	25861	WELL #12 MCCOMBS & GRIFFITH SE JUNE	37,170.25
G2071723	JEFFRIES BROS., INC	140	130529CT	25859	JUNE 2023 FUEL SERVCS	16,980.36
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33831	25858	Backup Centric- Unmanaged	72.50
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33832	25858	City of Wasco Backups	362.50
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33834	25858	Reissue and Reinstall SSL Certificate	580.00
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33835	25858	Maintenance- Backup Centric	181.25
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33836	25858	Computers not connecting to the internet	452.50
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33660	25858	Monthly IT Managed Services Agreement Billing June	1,443.99
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33830	25858	New Software	543.75
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33833	25858	Water SCADA Application & Historian turning off	712.50
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33829	25858	iDrac Updates	108.75
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33661MS	25858	Microsoft Agreement Billing June	398.00
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33465MS	25858	Microsoft Agreement Billing May	398.00
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33466	25858	Monthly IT Managed Services Agreement Billing May	3,293.33
G2071723	DIAMOND TECHNOLOGIES, INC.	2724	33659	25858	Monthly IT Managed Services Agreement Billing June	3,185.33
G2071723	KERN COUNTY SUP. OF SCHOOLS	25	JUNE 2023	25860	JUNE 2023: SCHOOL FEES	53,697.76
G2071723	SENTINEL ENGINEERING	5921	1665	25862	23034: PD IT INFRASTRUCTURE FORTIGATE SUPPORT	7,974.06
G2071723	SENTINEL ENGINEERING	5921	1666	25862	23034: PD IT INFRASTRUCTURE SWITCHING	72,286.33
G2071723	SENTINEL ENGINEERING	5921	1667	25862	23034: PD IT INFRASTRUCTURE SMART-UPS	27,091.59
G2071723 Total						226,932.75
A1072423	BLUE SHIELD OF CALIFORNIA	3591	231950038212	5337	INS. PREMIUM AUG 2023	59,718.32
A1072423 Total						59,718.32
A2072423	CSJVRMA	78	RMA 2002-0051	5338	2023/2024 1st QTR DEPOSITS	436,926.00
A2072423 Total						436,926.00
A3072423	NAVIA BENEFIT SOLUTIONS	5664	07192023	5339	MEDICAL CHECK RUN 071923	7,808.91
A3072423 Total						7,808.91

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G072623	COUNTRY AUTO & TRUCK, INC.	3008	742257	25870	STREETS #GENERAL: SPARK	21.20
G072623	COUNTRY AUTO & TRUCK, INC.	3008	742258	25870	WW VEH #66: FITTINGS, AIR & FUEL FILTERS	62.30
G072623	COUNTRY AUTO & TRUCK, INC.	3008	742265	25870	STREET VEH#107: NEW BATTERY & FILTERS	122.34
G072623	COUNTRY AUTO & TRUCK, INC.	3008	742266	25870	RFS VEH #16: ANTIFREEZE	23.79
G072623	COUNTRY AUTO & TRUCK, INC.	3008	7422297	25870	WTR GENERATORS: 10 GAL OF ENGINE OIL	211.07
G072623	A & D INTERPRETING	3027	150	25867	TRANSLATION SRVCS FOR TITLE VI DOCU	211.00
G072623	AC POETTEGEN & SON	5874	0000290819	25868	MATERIAL #GENERAL: COUPLER, HOSE BARB, AND GLOVES	48.38
G072623	AFLAC	108	526685	25869	JULY 2023: INS PREMIUM	417.30
G072623	FED EX	123	8-198-81693	25871	FREIGHT SRVCS 07/20/23	81.25
G072623	KAISER FOUNDATION HEALTH PLAN INC	4757	199638040109	25872	AUG 2023: INS PREMIUM	1,201.70
G072623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL JULY 2023	25873	LANDFILL FEES: JULY 2023	18,910.23
G072623	M & S SECURITY SERVICES	4445	97003	25874	ALARM SRVCS CODE CHANGE	15.00
G072623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-139301	25875	WTR VEH #53: MOTOR OIL, OIL & AIR FILTERS	69.01
G072623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-138823	25875	MATERIAL #GENERAL: A/C OIL	28.95
G072623	PAVLETICH ELECTRIC COMMUNICATIONS	5954	12467	25876	23016: ELECTRICAL TESTING FOR NETWORK INFRA	715.00
G072623	PETERSON AUTO SUPPLY	152	7417-260008	25877	TOOL #GENERAL: BIG WRENCHES	350.70
G072623	PHOENIX GROUP INFORMATION SYSTEMS	4913	062023239	25878	JULY 2023: DISTRICT 91-2B, 93-1, PROFESSIONAL SRVCS	301.57
G072623	SAFETY-KLEEN SYSTEMS, INC	4768	92112441	25879	MATERIAL #GENERAL: PARTS CLEANER MACHINE SERVICE	275.97
G072623	WASCO T-SHIRTS PRINTING	497	8898	25880	DAR #GENERAL: 1,000 DAILY LOG SHEETS	308.51
G072623 Total						23,375.27
G072423	PG & E COMPANY	85	6715564439-5 062323	25888	UB 5410 7TH ST 062323	8,162.08
G072423	PG & E COMPANY	85	2114713176-3 063023	25888	UB STREET LIGHT TRANCT 7311-4 PH 3	25.58
G072423	PG & E COMPANY	85	0705182385-9 063023	25888	UB 501 F St CNG STATION	155.52
G072423	PG & E COMPANY	85	8365871756-2 063023	25888	UB ANNEX PARKING LIGHT	12.87
G072423	THE GAS COMPANY	246	08207136329 063023	25890	MULTIPLE ADDRESS 06/12/23-07/12/23	157.30
G072423	ADVANCED DISTRIBUTION CO	4867	06282023-1566	25881	RFS VEH #23: HYDRAULIC SYSTEM REPAIR & PARTS	2,610.66
G072423	ARNOLD KAMERON	5804	REIMB 063023	25882	CIVIL SEISMIC/ENG EXAM FEES	350.00
G072423	BHT ENGINEERING, INC	5134	23-260	25883	LLA 21-01 DELGADO VILLAS JOB21800.07	1,252.50
G072423	CALIFORNIA DEPARTMENT OF TRANSPORTATION	2330	SL231079	25884	APR-JUN 2023 QTR SIGNAL & LIGHTING	2,323.63
G072423	CLEARSOURCE FINANCIAL CONSULTING	5243	UFC0623-449	25885	USER REGULATORY FEE STUDY BILL NO.5	1,800.00
G072423	DEE JASPAR AND ASSOCIATES, INC	378	23-00648	25886	TASK ORDER #6: PUMP & WTR SYSTEM EVALUATION	339.00
G072423	FLOWATER INC	5241	INV60579	25887	3/14/23: ANNEX FILTER KIT FLUSHED	541.25
G072423	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2989	25889	LEGAL AD: CUP 23-02	119.00
G072423 Total						17,849.39
H072623	NBS GOVERNMENT FINANCE GROUP	2458	202307-2511	2403	JULY 2023: DISTRIC 90-2B, 93-1, PROFESSIONAL SRVCS	629.14
H072623 Total						629.14
A071323	NAVIA BENEFIT SOLUTIONS	5664	071023	5330	MEDICAL CHECK RUN 071023	2,847.35
A071323 Total						2,847.35
A2071323	NAVIA BENEFIT SOLUTIONS	5664	A1031287	5331	JULY MONTHLY MEDICAL FEES	1,500.00
A2071323 Total						1,500.00
A2063023	NAVIA BENEFIT SOLUTIONS	5664	A1030075	5332	MAY MONTHLY MEDICAL FEES	1,375.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
A2063023 Total						1,375.00
A3063023	NAVIA BENEFIT SOLUTIONS	5664	A1030642	5333	JUNE MONTHLY MEDICAL FEES	1,375.00
A3063023 Total						1,375.00
Grand Total						860,767.05



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: August 1, 2023

SUBJECT: Approval of Travel and Training Expenses Exceeding \$500.00 per trip for one-half of City Attorney Thomas F. Schroeter's registration fees and one night's hotel stay to attend the League of California Cities Annual Conference held on September 20 – 22, 2023, in Sacramento, California, not to exceed \$502.00.

Recommendation:

Staff recommends the City Council:

- 1) Approve the travel expenses exceeding \$500.00 per trip, one-half of the City Attorney's travel expenses for the registration, and one night's hotel stay totaling \$502.00.
- 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 Attorney requests approval to attend the League of California Cities Annual Conference on September 20 – 22, 2023, in Sacramento, California. The registration fee is \$650.00 and a two-night stay in the hotel is \$177.00 per night. There will be two days of presentations devoted to legal issues facing cities and updates on cases recently decided during the conference. This is a critical learning session for City Attorney and

reduces the time and effort needed by the City Attorney to research these matters independently. The city splits these costs with the City of Tehachapi, making the City of Wasco's proportional share \$502.00.

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

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

Fiscal Impact:

The City of Wasco's portion for the City Attorney to attend the League of California Cities Annual Conference is \$502.00. The adopted FY 2023-24 Budget contains sufficient funding in the City Attorney account to cover this expense.

Attachments:

1. Training Information



Annual Conference and Expo

September 20-22, 2023

SAFE Credit Union Convention Center

1401 K St, Sacramento, CA

Register* (<https://my.calcities.org/Events/Calendar-Of-Events/Registration-Start?MeetingId=e9370413-47a6-ed11-aad1-000d3a540b0d>)



throughout California.

Our popular Expo Hall will be filled with new and familiar faces and brimming with opportunities to engage with companies and organizations that provide services to cities.

Importantly, every year at the conference, Cal Cities convenes a member-driven General Assembly and Resolutions process. This is a unique opportunity to engage all members on a range of significant policy issues to protect local control.

In response to member feedback, we have made several updates to improve the member experience and engage members in the process, including a change in the time for the General Assembly. As we lead up to the conference, be on the lookout for more detailed information about the General Assembly, Voting Delegate instructions, and Resolutions process.

For questions about conference registration, please contact our registrar, [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org). For all other questions, please contact Education and Events Manager, [Christina George \(mailto:cgeorge@calcities.org\)](mailto:cgeorge@calcities.org).

For questions about this year's Expo, including how to reserve a booth space, please visit the [Expo webpage \(/expos\)](#).



[Please review our event and meeting policies. \(/education-and-events/event-and-meeting-policies-26201#0\)](/education-and-events/event-and-meeting-policies-26201#0)

Become an exhibitor (<https://www.cacities.org/Special-Pages/E-shop/Conference-Sponsorships/2023-Annual-Conference-and-Expo>)

2023 Conference Information

Registration →

Full Registration Includes:

- Admission to general and concurrent sessions and the expo
- Wednesday host city reception, Thursday lunch with exhibitors, and Friday closing lunch
- Admission to CitiPAC and diversity caucus receptions
- Electronic access to all program materials

Registration Process:

With an update in technology, registration will now happen directly through your MyCalCities account. Please take a moment to set up your account so you are ready to go! If you have not used your MyCalCities account already, please review [\(/about-MyCalCities\) details about the portal \(/about-](#)



If you are registering someone other than yourself, first sign in as yourself and then choose the option to register someone else.

Note: Registrations through MyCalCities are available for credit card payments only. If you need to be invoiced and pay with a check, create your account and then reach out to conference registrar, [Megan Dunn \(mailto:mdunn@calcities.org?subject=AC%20Registration\)](mailto:mdunn@calcities.org?subject=AC%20Registration) to request an invoice. Full payment is due at the time of registration.

Conference registration is required to attend all conference activities including department, division, and caucus meetings as well as the General Assembly. Sharing of registration is prohibited.

To request an accommodation or for inquiries about accessibility, please contact conference registrar, [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org). Every effort will be made to honor requests submitted.

View Cal Cities' [event and meeting policies \(/education-and-events/event-and-meeting-policies-26201\)](/education-and-events/event-and-meeting-policies-26201) in advance of the conference.

Full Conference Registration Fee

*Register by Wed. July 26 for a \$50 discount on Full Conference Registration Fees.



Non-Member City Official	\$1,650
Other Public Official	\$725
All Others	\$825

One-Day Registration Fees

Member City Official	\$350
Non-Member City Official	\$1,350
Other Public Official	\$400
All Others	\$450

Add-On Registration Fees

Guest Reception Pass \$125

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

City Clerks Workshop Registration Fees

(The City Clerks Workshop is not included in Full Conference or One-Day Registration. Lunch is included.)



Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org), and received on or before Sept. 5. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel →

A limited number of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2023 Annual Conference and Expo. **The deadline to reserve your discounted hotel room is Friday, Aug. 25** or until the hotel block is sold out, whichever is sooner.

STEP ONE: Register for the Conference

Registration can be completed through your [MyCalCities Portal \(https://my.calcities.org/\)](https://my.calcities.org/).

NOTE: Instructions on how to access your portal can be found at [this link. \(/about-MyCalCities\)](#)

STEP TWO: Book a hotel room

Once you've registered, you will receive a confirmation email with a link to the Hotel Reservations Page. This page is where you will access discounted hotel room rates and manage your reservations, including modifications and cancellations.



You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees.

SCAM NOTICE: *There are many hotel scammers who may contact you claiming to be the housing bureau/service for the conference. Cal Cities has contracted with LiveCon as the official housing bureau/service for the 2023 Annual Conference and Expo. Official emails regarding the conference will come from addresses ending in @calcities.org or @live-con.com, or the actual hotel.*

Parking and Transportation

The SAFE Credit Union Convention Center is located at 1401 J Street with several public parking options available. Please visit the SAFE Credit Union Convention Center [parking](https://safecreditunionconventioncenter.com/Attendees/Parking) [parking webpage](https://safecreditunionconventioncenter.com/Attendees/Parking) [webpage](https://safecreditunionconventioncenter.com/Attendees/Parking) for additional information. Please note, parking prices are subject to change without notice.

The convention center is conveniently located 11 miles from the [Sacramento International Airport](https://sacramento.aero/smf) [\(https://sacramento.aero/smf\)](https://sacramento.aero/smf) (SMF) and one mile from the [Amtrak](https://www.amtrak.com/stations/sac) [Station](https://www.amtrak.com/stations/sac) [\(https://www.amtrak.com/stations/sac\)](https://www.amtrak.com/stations/sac) Station.



Wednesday, Sept. 20

Registration Open/Voting Delegates Booth Open

8:00 a.m.–6:00 p.m.

City Clerks Workshop

(additional registration required)

8:30 a.m.–1:00 p.m.

AB 1234 Ethics Training

10:00 a.m.–noon

Regional Division Lunches**

11:30 a.m.–1:15 p.m.

First Time Attendee Orientation

12:45–1:15 p.m.

Opening General Session*

1:30–3:30 p.m.



Grand Opening Expo Hall and Host City Reception*

5:00-7:00 p.m.

CitiPAC Leadership Reception

7:00-10:00 p.m.

Thursday, Sept. 21

Registration Open/Voting Delegates Booth Open

8:00 a.m.-4:00 p.m.

Concurrent Sessions

8:30-9:45 a.m.

Petition Resolutions Due

8:30 a.m.

Expo Hall Open

9:00 a.m.-3:00 p.m.



Attendee Lunch in Expo Hall

11:30 a.m.-1:00 p.m.

Resolutions Committee

1:00-2:30 p.m.

Concurrent Sessions

1:00-5:15 p.m.

Regional Division and Caucus Events**

Evening

Friday, Sept. 22

Registration Open

7:30 a.m.-12:30 p.m.

Regional Division Breakfasts**

7:30-9:00 a.m.



General Assembly (note new time!)

8:30-10:30 a.m.

AB 1661 Sexual Harassment Prevention Training

8:45-10:45 a.m.

Closing General Session*

11:00 a.m.-12:30 p.m.

***No competing events may be scheduled during this time.**

****Check with your regional public affairs manager for specific day/time.**

[Explore Previous Conferences](#) →

2022 Conference Session Descriptions

View the [2022 Annual Conference and Expo Program \(/docs/default-source/annual-conference---session-materials/2022-cal-cities-annual-conference-and-expo-program.pdf?sfvrsn=2b36c3e4_9\)](/docs/default-source/annual-conference---session-materials/2022-cal-cities-annual-conference-and-expo-program.pdf?sfvrsn=2b36c3e4_9).



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: July 18, 2023

SUBJECT: Receive and File the Investment Report for the month ended May 31, 2023.

Recommendation:

Staff recommends that the City Council:

- 1) Receive and file the Investment Report for the month ending May 31, 2023.
- 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.

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ending May 31, 2023. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 20, 2023, as well as Government Code Section 53646.

Discussion:

The market value of the City's total cash and Investments on May 31, 2023, was \$63,625,300 compared to \$63,080,028 on April 30, 2023. This is a \$545,272 from the previous month (\$560,322 Increase on the cost basis).

The increase is a combination of monthly deposits, interest income, and payments made to vendors. Two notable payments received that attributed to the increase was Sales Tax Deposit and Measure X Deposit.

As of May 31, 2023, the City has \$47 million (75.03%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 2.83 % during the quarter (ended March 31, 2023). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$7.0 million (11.06%) of the City's Cash and Investment Portfolio. The City also has \$4.03 million (6.35 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 4.33% is the average earned by a 3-month Treasury Bill during the month ended May 31, 2023, and the long and medium-term benchmark of 3.61 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S. Treasury benchmark for the month ended May 31, 2023, was 1.69%.

Fiscal Impact:

There is no fiscal impact to this action.

Attachments:

1. Investment Report for the month ended May 31, 2023.



Investment Report
Wednesday, May 31, 2023

	Average Earnings Rate					
	this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio
Investments						
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	1.45%	47,505,434	47,738,818		
Local Agency Investment Fund (LAIF) - Deposit Money Market Funds			-	-		
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-		
Local Agency Investment Fund (LAIF) - Total			47,505,434	47,738,818	7	75.03 %
<u>Other Cash Pools:</u>						
CSJVRMA Investment Pool	1.70%	1.45%	2,310,807	2,194,667	7	3.45 %
Cal Trust Short Term Money Market Fund	4.33%	1.45%	1,639,759	1,637,088	1	2.57 %
Cal Trust Medium Term Money Market Fund	3.61%	1.77%	3,313,394	3,206,968	3	5.04 %
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>						
Certificates of Deposit	4.37%	1.77%	4,053,000	4,008,105	6,936,640	6.30 %
Money Market Funds (May 31, 2023)	3.93%	1.45%	31,153	31,153	1	0.05 %
Investments current month (May 31, 2023)			58,853,547	58,816,800		
Investments previous month (April 30, 2023)			58,846,338	58,824,641		
Net Investment Increase(Decrease) (May 31, 2023)			7,209	(7,841)		
Cash on Hand (May 31, 2023)						
Cash on Hand (May 31, 2023)			4,808,500	4,808,500	1	8.18 %
Cash on Hand previous month (April 30, 2023)			4,255,387	4,255,387	1	
Total Deposits and Cash on Hand - Increase(Decrease)			553,113	553,113		
Total Cash and Investments (May 31, 2023)			63,662,047	63,625,300		
Total Cash and Investments previous month (April 30, 2023)			63,101,725	63,080,028		

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

- (1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources
- (2) Weighted Average Maturity
- (3) Metrics from public sources
- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
 - Short Term Portfolio: 13 Week Treasury Bill Rate
 - One-year U.S Treasury Benchmark 1.69%
- (*) August include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
May 31, 2023

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	248,570.00	106	0.39 %
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	248,430.00	106	0.39 %
FIRST REP BK SAN FRANCISCO CAL CD		33616CMC1	4.600 %	1/26/2024	53,000	52,732.35	212	0.08 %
BANKUNITED NATL ASSN MIAMI CD		066519TS8	4.700 %	2/8/2024	250,000	248,852.50	424	0.39 %
GATEWAY BK RISON ARK CD		36759UAP5	4.700 %	2/8/2024	250,000	248,987.50	848	0.39 %
VAST BK NA CD		92237VAR4	4.700 %	2/9/2024	250,000	248,850.00	1,696	0.39 %
PARKWAY B&T HARWOOD HGTS IL CD		70153RLQ9	4.750 %	2/14/2024	250,000	248,920.00	3,392	0.39 %
SYNOVUS BK COLUMBUS GA CD		87164DVG2	4.700 %	5/9/2024	250,000	248,462.50	6,784	0.39 %
FIRST SVGS BK JEFFERSONVILLE CD		33621LFX6	4.550 %	7/30/2024	250,000	247,667.50	13,568	0.39 %
WELLS FARGO BANK NATL ASSN CD		9497635Y8	4.700 %	8/8/2024	250,000	248,070.00	27,136	0.39 %
VERITEX CMNTY BK NA DALLAS TX CD		923450DX5	4.700 %	8/7/2024	250,000	248,065.00	54,272	0.39 %
NORTH ALA BK HAZEL CD		656653BG8	4.450 %	2/10/2025	250,000	246,567.50	108,544	0.39 %
COUNTRY BK FOR SVGS WARE MASS CD		222297CD3	4.450 %	2/18/2025	250,000	246,522.50	217,088	0.39 %
CITY NATL BK LOS ANGELES CALIF CD		178180GW9	4.350 %	1/26/2026	250,000	244,852.50	434,070	0.39 %
UBS BK USA SALT LAKE CITY UT CD		90355GAS5	4.250 %	1/26/2026	250,000	244,195.00	868,034	0.38 %
MANUFACTURERS & TRADERS TR CO CD		564759RY6	4.250 %	2/2/2026	250,000	244,212.50	1,735,856	0.38 %
FIRST UTD BK & TR COMPANY CD		33742CCQ8	4.250 %	2/9/2026	250,000	244,147.50	3,471,288	0.38 %
								0.00 %
								0.00 %
TOTAL CERTIFICATES OF DEPOSIT					4,053,000	4,008,104.85	6,936,640	6.30 %
MONEY MARKET FUNDS								
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	6/1/2023	31,153	31,153	1	0.05 %
Total Held by Unionbanc Investment Services					4,084,153	4,039,258	6,936,641	6.35 %

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: August 1, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to record a deed correction for City Owned property at APN 030-071-12

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution authorizing the City Manager or Designee to record a deed correction for City Owned property at APN 030-071-12.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3)

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 15061(b)(3).

Discussion:

As part of the dissolution of Redevelopment Agencies Statewide, in 2012, the Wasco Redevelopment Agency deeded the 7th Street Park property to the City of Wasco. This property was purchased by the Redevelopment Agency in 2007 for the purpose of building a park in the downtown area. Staff recently discovered an error in the Deed that transferred the property to the City. This error needs to be corrected so the City can record a Deed restriction on this property as part of the requirements for the Prop 68 per Capita Grant that we are using to rehabilitate the 7th Street park.

Fiscal Impact:

The only cost will be from Wiley Hughes Surveying who will bill on a time and materials basis for their time to review and create the corrected deed. This cost will be covered in the City's general Engineering budget.

Attachments:

1. Deed Correction
2. APN Location Map
3. Resolution

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Wasco
P.O. Box 728
Wasco, CA 93280

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN: 030-071-12

GC 27388.1(a)(1): Recorded document is expressly exempted from
payment of recording fees (FBO Govt. agency);

GRANT DEED

**THIS GRANT DEED IS BEING RECORDED TO SUPERSEDE AND CORRECT THE LEGAL DESCRIPTION
"EXHIBIT "A" OF THE GRANT DEED RECORDED JANUARY 24, 2012, AS DOCUMENT NO. 000212009391**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF WASCO

hereby GRANT(S) to

CITY OF WASCO

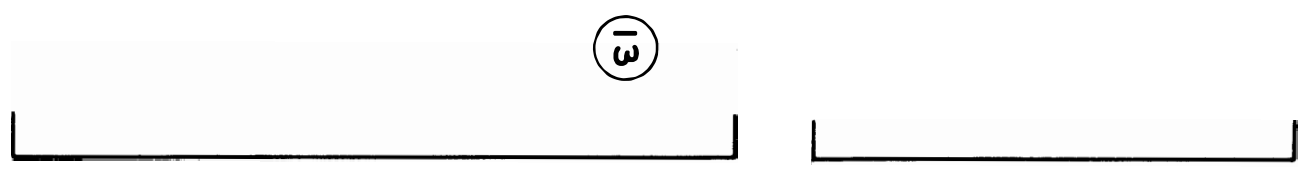
the following described real property in the City of Wasco, County of Kern, State of California

**Lots 17, 18, 19 of Block 16 of the Town of Wasco, per Book 1, Page 53, of Maps recorded January 29,
1900, in the Office of the Kern County Recorder.**

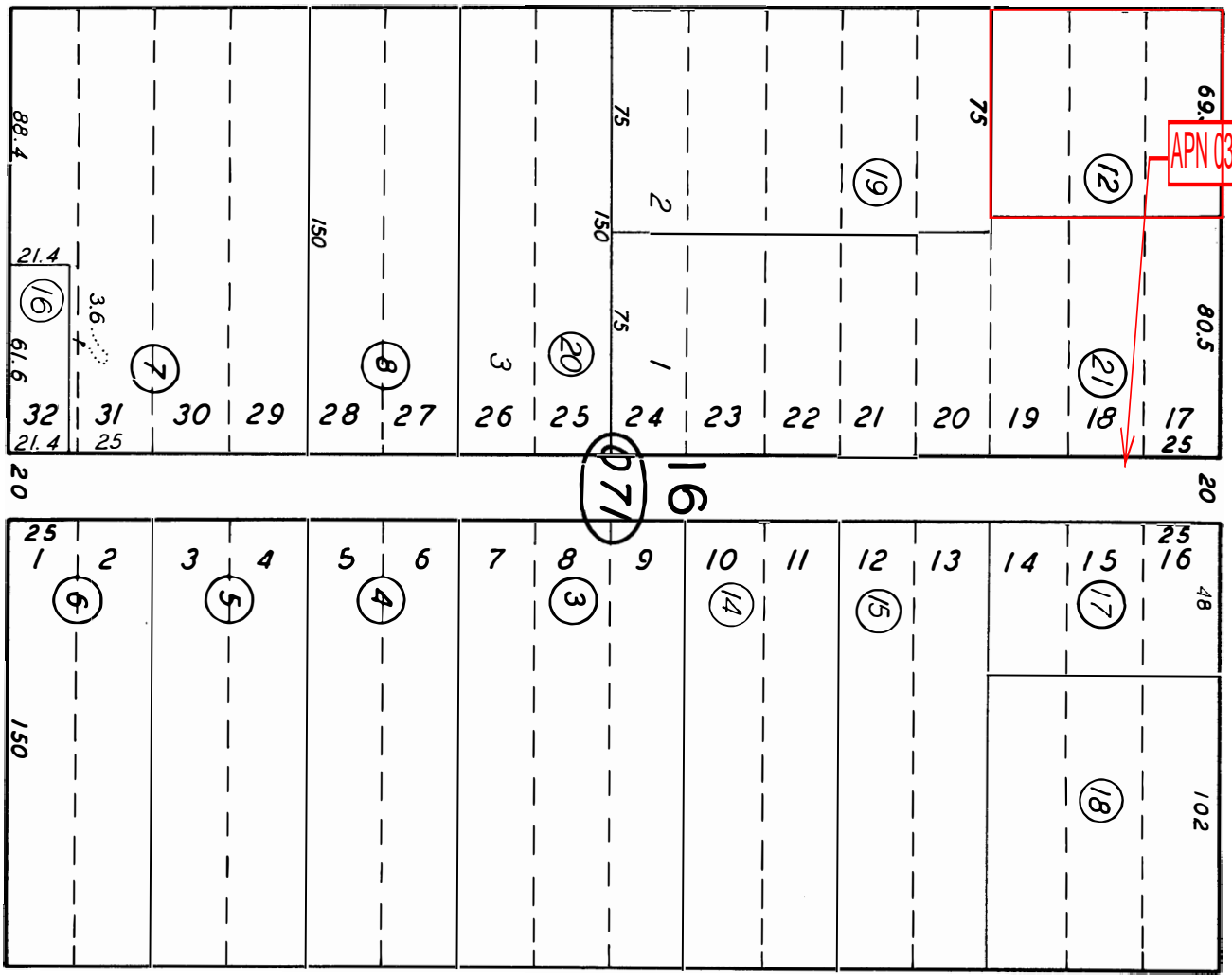
EXCEPT the East 80 feet 6 inches of said Lots 17, 18, and 19.

Date_____

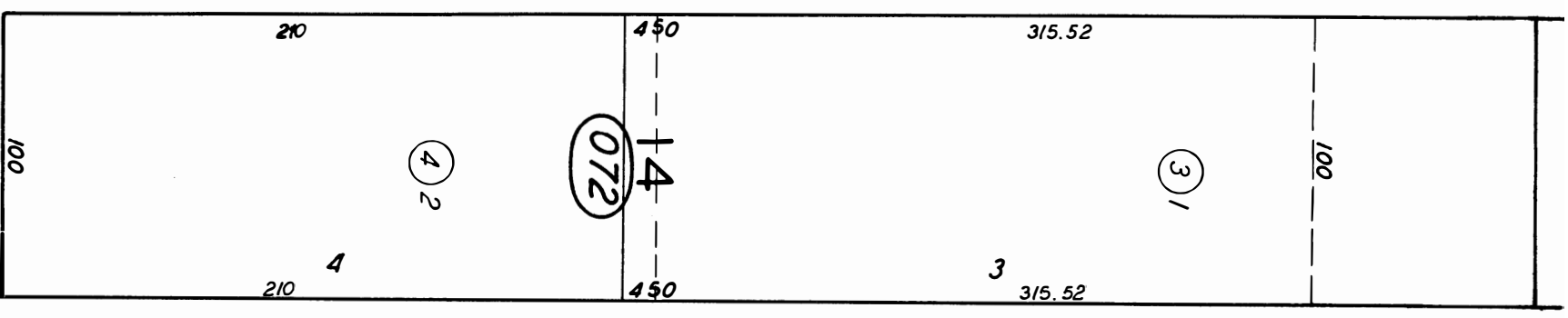
Signature



80 F STATE HWY. 43 ST. 80



80 G ST. 80



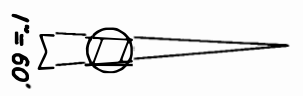
50 A. T. & S. F. R. R. 50

Revised: 3/12/07

8TH.

ST.

Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO RECORD A DEED CORRECTION FOR CITY OWNED
PROPERTY AT APN 030-071-12**

WHEREAS, on January 24, 2012, the Wasco Redevelopment Agency deeded the 7th Street Park property to the City of Wasco; and

WHEREAS, the deed recorded by Document number 000212009391 included an error in the legal description for APN 030-071-12; and

WHEREAS, the City of Wasco City Council wishes to correct this deed; and

WHEREAS, this project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3)

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 record a deed correction for City owned property at APN 030-071-12.

-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 August 1, 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
Keri Cobb, Community Development Director

DATE: August 1, 2023

SUBJECT: Adopt a Resolution authorizing the City Manager or Designee to record a deed restriction on City owned property at APN 030-071-12 and 19

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution authorizing the City Manager or Designee to record a deed restriction on City Owned property at APN 030-071-12 and 030-071-19.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3)

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 15061(b)(3).

Discussion:

In November 2021, the City Council approved a resolution authorizing the application for Proposition 68 per capita grant funds for the renovation of 7th Street Park. One of the requirements of this funding is to place a deed restriction on the property, restricting the use of the property to those consistent with the purpose of the grant until June 30, 2048.

Fiscal Impact:

Proposition 68 per Capita Grant Funds total \$179,330

Attachments:

1. Deed Restriction
2. APN Location Map
3. Resolution

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Melinda Steinert

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

- I. WHEREAS, The City of Wasco (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for a project to renovate 7th Street Park by constructing a new dog park as well as lighting, landscaping, irrigation and minor amenities on the Property; and
- IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-15-032, (hereinafter referred to as "Grant") for a project to renovate 7th Street Park by constructing a new dog park as well as lighting, landscaping, irrigation and minor amenities on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act

Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): City of Wasco

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Lots 17, 18, 19 of Block 16 of the Town of Wasco, per Book 1, Page 53, of Maps recorded January 29, 1900, in the Office of the Kern County Recorder.

EXCEPT the East 80 feet 6 inches of said Lots 17, 18, and 19.

Lots 20, 21, 22, 23 and 24 of Block 16, as per map recorded in book 1, page 53 of Maps, in the office of the County Recorder of said County.

EXCEPT the East 75 feet of said Lots 20, 21, 22, 23 and 24.

Exhibit B

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Wasco

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.


City of Wasco

By 
(Signature of Authorized Representative)

Title City Manager

Date 12-2-2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

708FDA4G8D9E41C...

By
Date 12/2/2021

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802068	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000029563	PROJECT NO. 18-15-033
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,378.00	FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 23	STATUTE 19
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,378.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803
			PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Wasco (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$1,378, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.


City of Wasco
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: 12-2-2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
DocuSigned by:
708FDA4C8D9E41C...

Date: 12/2/2021

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Wasco

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

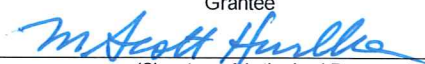
CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.


City of Wasco

By 
(Signature of Authorized Representative)

Title City Manager

Date 12-2-2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

708FDA4G8D9E41C...

By

Date 12/2/2021

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801258	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000029563			PROJECT NO. 18-15-032
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Wasco (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.


City of Wasco
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

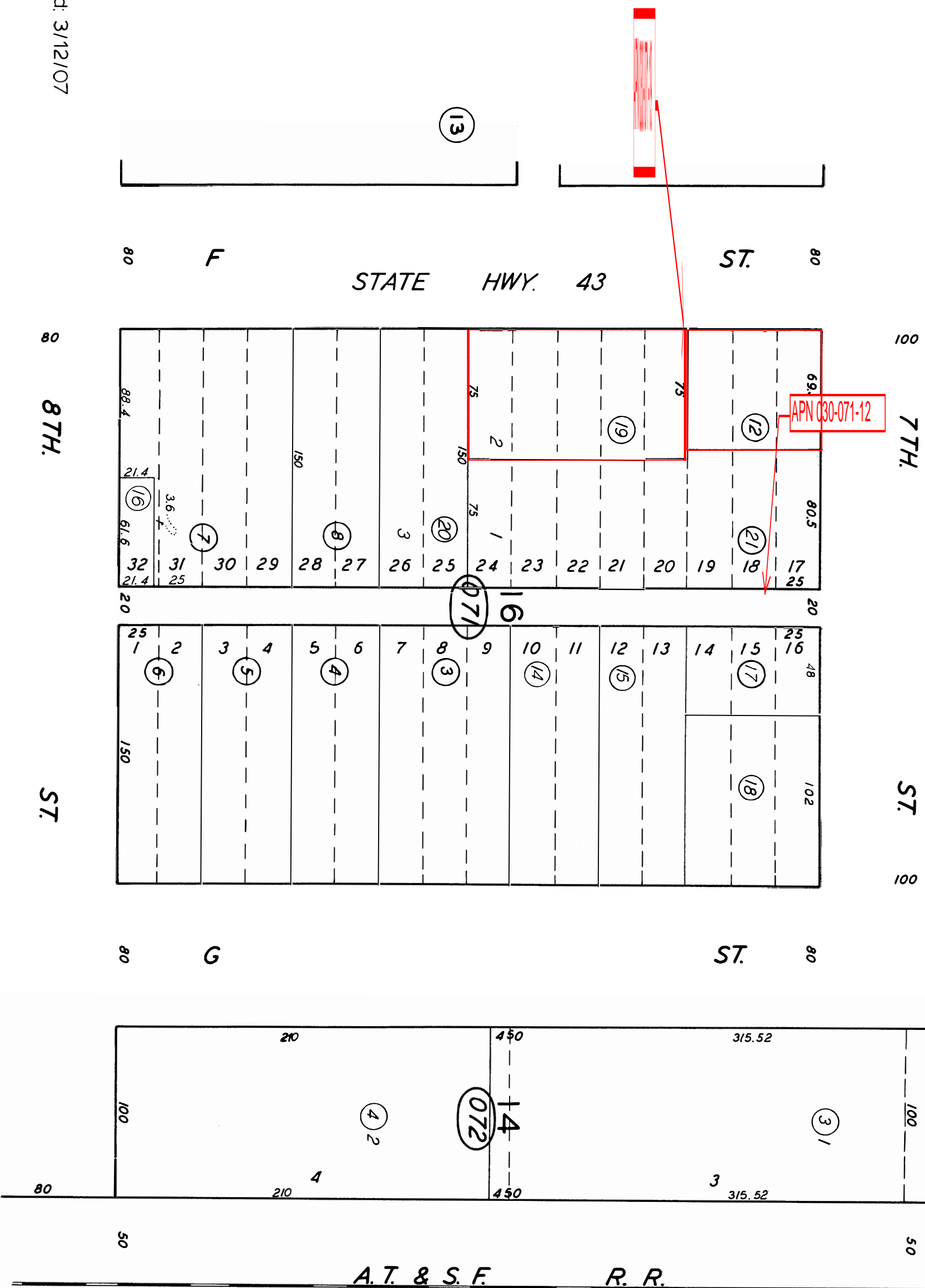
Date: 12-2-2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
DocuSigned by:
708FDA4C8D9E41C...

Date: 12/2/2021

Revised: 3/12/07



Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO RECORD A DEED RESTRICTION ON CITY OWNED
PROPERTY AT APN 030-071-12 AND 19**

WHEREAS, in November 2021, the City Council approved a resolution authorizing the application for Proposition 68 per capita grant funds for the renovation of 7th Street Park; and

WHEREAS, a deed restriction restricting use of the property to those uses consistent with the purpose of the grant is a condition of the grant funding; and

WHEREAS, the City of Wasco City Council wishes to authorize recordation of this deed restriction; and

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 record a deed restriction on City owned property at APN 030-071-12 and 030-071-19.

-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 August 1, 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
Maria Lara, Assistant City Manager
Maria Martinez, City Clerk/Administrative Manager

DATE: August 1, 2023

SUBJECT: Adopt a Resolution to Execute a Transfer of the Kern County Low Carbon Transit Operations Program (LCTOP) Funds from the City of California City to the City of Wasco for Fiscal Years 2022 Through 2023, for the Transit Bus Shelter(s) Project, in the amount of \$37,178.00

Recommendation:

Staff Recommends the City Council:

- 1) Adopt Resolution of The City of Wasco To Execute A Transfer of The Kern County Low Carbon Transit Operations Program (LCTOP) Funds from The City of California City to The City of Wasco For Fiscal Years 2022 Through 2023;
- 2) Find that Pursuant to State CEQA Guidelines Section 15301. (Existing Facilities), this project is exempt. The proposed transit improvements such as the installation of bus shelters on existing public facilities and in public right-of-way will not create additional automobile lanes.

Background:

The City of California City was unable to identify an eligible LCTOP project for FY 2022-23 and chose to transfer its 99313 apportionments \$36,743 and 99314 apportionments \$435 totaling \$37,178 to the City of Wasco (County of Kern). This transfer will be added to the LCTOP FY2022-23 Wasco Transit Bus Shelter(s) Project \$66,123.00; which will install new transit shelter(s) on existing public right-of-way. Enhancing the rider's experience by providing protection from the weather elements, including new amenities such as benches, security cameras, and solar lights. If approved, the new LCTOP FY2022-23 apportionment for Wasco will be \$103,301.00.

LCTOP funds are to be expended by transit agencies on operating and capital assistance that reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds are to be used to directly enhance or expand transit service, increase transit mode share, or purchase zero-emission buses and the equipment and infrastructure necessary to operate and support such vehicles.

Attachments

1. Resolution

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO EXECUTE A TRANSFER OF THE KERN COUNTY LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FUNDS FROM THE CITY OF CALIFORNIA CITY TO THE CITY OF WASCO FOR FISCAL YEARS 2022 THROUGH 2023 IN THE AMOUNT OF \$37,178.00

-o0o-

WHEREAS, Senate Bill 862 establishes the LCTOP as a formulaic program instead of a state-level competitive program; and

WHEREAS, The California Department of Transportation (Caltrans) is responsible for ensuring that the statutory requirements of the program are met in terms of project eligibility, greenhouse gas reduction, disadvantaged community benefit, and other requirements of the law; and

WHEREAS, The State Controller of California identified Kern Council of Governments as an eligible project sponsor/ recipient agency; and

WHEREAS, on January 15, 2015, Kern Council of Governments adopted a policy guidance document to establish a regional protocol and advance a list of eligible and regionally approved projects for LCTOP funding; and

WHEREAS, the City of California City was unable to identify an eligible LCTOP project for FY 2022-23 and chose to transfer its 99313 apportionments of \$36,743 and 99314 apportionments of \$435 totaling \$37,178 to the City of Wasco (County of Kern); and

WHEREAS, the City of Wasco wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager.

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

SECTION 1: That the Kern Council of Governments agrees to comply with all conditions and requirements set forth in the Certification and Assurance document and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects; and

SECTION 2: That the Kern Council of Governments' Executive Director is authorized to execute the Kern County Low Carbon Transit Operations Program (LCTOP) Expenditure Plan Worksheet for fiscal years 2022 through 2023.

-----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 August 1, 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
Luis Villa, Public Works Director

DATE: August 1, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Plumbers Depot Inc. in the amount not to exceed \$70,000.00 to purchase one Closed Circuit Television Sewer Camera Unit for the Wastewater Department.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Plumbers Depot Inc. in the amount not to exceed \$70,000.00 to purchase one Closed Circuit Television Sewer Camera Unit (CCTV) for the Wastewater Department.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15378.

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, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City of Wasco Department of Public Works owns, operates, and maintains the public sanitary sewer collection system and storm drainage facilities within the City of Wasco. The City currently does not have the equipment to perform a thorough condition assessment of the public sewer mainlines and manholes. It is recommended that staff adequately track the condition of these assets and plan for replacement prior to system infrastructure failures. The city has a primary responsibility to protect and maintain its facilities and to prevent sanitary sewer overflows that could create public health hazards or damage to the environment. CCTV provides information about the

condition of the pipes so they can be properly maintained, repaired, and/or replaced. CCTV information is used to schedule routine maintenance, identify critical repair/rehabilitation needs and prioritize these repairs, and establish budgets for rehabilitation, system improvements, spot repairs, and large-scale projects. CCTV is also used to verify the quality of preventative maintenance cleanings, new pipe inspections, and pipeline rehabilitation.

The city attempted to collect three bids to purchase this unit and only two vendors responded to inquiries. Plumbers Depot Inc. came in with the lowest bid in an amount of \$64,160.54.

Quotes Received

1. **Plumbers Depot Inc.:** \$64,160.54
2. **Haaker Equipment Company:** \$98,126.03
3. **Rausch:** Failed to Provide Quote

Fiscal Impact:

The city budgeted \$18,500.00 in CIP Project #24005 for the purchase of a smaller portable push camera limited to smaller diameter sewer line inspections. A budget transfer funded by wastewater enterprise reserve funds is required to purchase this all-in-one unit in an amount of \$51,500.00.

Attachments:

1. Resolution
2. Quotes

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A PURCHASE ORDER WITH PLUMBERS DEPOT INC. IN THE AMOUNT NOT TO EXCEED \$70,000.00 TO PURCHASE ONE CLOSED CIRCUIT TELEVISION SEWER CAMERA UNIT FOR THE WASTEWATER DEPARTMENT.

WHEREAS, City has a primary responsibility to protect and maintain its facilities and to prevent sanitary sewer overflows; and,

WHEREAS, the City wishes to purchase a CCTV unit from Plumbers Depot Inc.; and,

WHEREAS a quote for this equipment in the amount of \$64,160.50 was received from Plumbers Depot Inc.; and,

WHEREAS, the purchase of this CCTV Unit will be funded by the Wastewater Enterprise Fund.

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

SECTION 1: Authorizes the City Manager or his designee to approve a purchase order with Plumbers Depot Inc. in the amount not to exceed \$70,000.00 to purchase one Closed Circuit Television Sewer Camera Unit for the Wastewater Department.

SECTION 2: Authorizes a budget transfer in an amount of \$51,500.00 out of wastewater enterprise reserve funds into CIP Project #24005.

-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 August 1, 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

PLUMBERS DEPOT INC.

3921 W. 139th Street
Hawthorne, CA 90250

Quote

Date	Estimate #
6/19/2023	30065

Name / Address
City of Wasco Accounts Payable 764 E Street Wasco, CA 93280

Ship To
City of Wasco Attn: Luis Flores 801 8th Street Wasco, CA 93280

		Rep		Serial #	
		MM			
Item	Description	Qty	Price	Total	
PD-SSP	SSP (Small Standard Package) 6" – 18" Multiple Pipe Options P354 Crawler Assy Powered Drum w 305m (1000') cable w/ Swivel Command Module Pendant Controller Pan/Tilt Camera Small Elevator Medium Wheel set x2 3" Intermediate Wheel set x1 3" & 4" PVC Wheel set 5m Link Cable Down Hole set (Top / Bottom roller, rope, poles) Downhole Hook and strap kit Centering in 18" w/Small Elevator included Ease of Use Hand held Controller Localization Pack (Software, grease, mains cable, USB interface cable, accessory Bag) C550 Cable Blanking Tow Eye	1	58,855.00	58,855.00T	
FRT-001	Freight - Prepay & Add and Training	1	450.00	450.00	
			Subtotal	\$59,305.00	
			Sales Tax (8.25%)	\$4,855.54	
			Total	\$64,160.54	

Signature and Na...

Fax #
(310)355-1711

HAAKER

EQUIPMENT COMPANY

<u>Description</u>	<u>Price:</u>
<u>Rovver X Standard Package:</u>	\$90,185.71
<u>RCX90 Zoom Camera;</u> High-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless 360 degree rotation, pressure sensor, and twin laser diodes for measuring feature.	
<u>ROVVER X 130 Crawler;</u> Steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera. Wheels; 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels, 4 wheel spacers and all necessary hardware.	
<u>VC500 Control Pendant;</u> To operate crawler, reel and camera, daylight viewable touch screen, MPEG-4 video recording, and desk mount dock.	
<u>RAX300 automatic motorized cable reel;</u> With meter counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; wireless remote control (for equipment set up); 25' extension cable (connecting VC500 to RAX300) with emergency power switch.	
<u>Pressurization Kit;</u> Regulator, air valve, and two (2) CO2 Canisters, for replacing air into camera, crawler, and accessories. Crawler lowering tool and tool kit.	
Sub Total:	\$90,185.71
Sales Tax 8.25%:	\$7,440.32
Freight:	\$500.00
Equipment Training:	Included
Total Price:	\$98,126.03

Mr. Flores, thank you again for the opportunity. I look forward to working with you on the purchase of this equipment and look forward to your favorable consideration.

Sincerely,
Jorge (George) Lopez
Jorge (George) Lopez
Sales Representative



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: August 1, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to execute an amended purchase order with Total Security Solutions for the Wasco Police Department Security Materials in the amount of \$12,519.47

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to execute an amended purchase order with Total Security Solutions for the Wasco Police Department Security Materials in the amount of \$12,519.47
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3)

Environmental Review:

The 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 15061(b)(3), no environmental review is required.

Discussion:

On July 18, 2023, the City Council approved a purchase order with Total Security Solutions for the Wasco Police Department Security Materials in the amount of \$12,233.00 (**see attachment 1**).

While finalizing the order, the staff realized that the quote for the materials omitted the amount for sales tax. Staff contacted the vendor and obtained a price reduction for the materials in order to get as close to the original amount as possible.

The new total amount for the quote is now \$12,519.47 (**see attachment 3**). Staff is recommending that the City Council approve the amended purchase order.

Fiscal Impact:

The adopted FY 2023-24 Operating Budget for the Police Department contains sufficient funds to cover this purchase. No budget action is necessary with the approval of this item.

Attachments:

1. Original quote
2. Resolution
3. Final quote

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: Sep 05, 2023

Page 1 of 7

PROJECT PROPOSAL: Wasco PD Remodel

Company:	City of Wasco		
Attention:	Neomi Perez		
Quote Name:	Wasco PD Remodel		
Quote Street:	746 8th Street	Ship to Street:	746 8th Street
Quote City:	Wasco	Ship to City:	Wasco
Quote State:	CA	Ship to State:	CA
Quote Zip:	93280	Ship to Zip:	93280

OUR PROVEN PROCESS



OUR GUIDING PRICIPLES

Customer Service – We deliver an outstanding customer experience on every project.

Customization – We solve security problems and provide innovative, customized solutions.

Speed – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Jordan Adams

Market Specialist

T: (517) 940-4022

E: jadams@tssbulletproof.com

Amanda Wellman

Sales Coordinator

T : 517-223-7807 Ext. 220

E: awellman@tssbulletproof.com

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: Sep 05, 2023

SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Ballistic Interior Transaction Window

Furnish Tested & Rated UL 752 Level 3: 1-1/4" LP 1250 BR (laminated acrylic polycarbonate) glazing fabricated into clear satin anodized aluminum framing, pack with Level 3 Fiberglass

Unit Size: (1) @ 36" x 48"

Furnish (1) Arch & Backer for Natural Sound Transmission: 6" Arch w/ 10" Backer

Furnish (1) Stainless Steel Flat Bottom Recessed Deal Tray: 16" x 10" x 1-1/2"

****Countertop by others****

Ballistic Interior Wood Core Door with Framing

Furnish Tested & Rated UL 752 Level 3: Wood Core Door; Flush Panel w/ Knockdown Steel Frame; Level 3; Stainable or Paintable Veneer Finish; No Locking Hardware Included; Door Hardware Prep Only

Ballistic Opaque Panels

Furnish Tested & Rated UL 752 Level 3 Fiberglass Panels w/ Batten Strips

Fiberglass Panel Unit Size: (8) @ 48" x 96" x 1/2"

Batten Strips Unit Size: (4) @ 4" x 96" x 1/2"

****Number of Panels needed is an estimate from images provided****

Project Includes:

Gaskets, Submittal Drawings, Product Samples, Test Reports, Data and Product Sheets, Crate and Freight.

Total Due does NOT include Sales Tax, if applicable.

Note: This Quote Shall Remain In Effect for (60) Days, Total Security Solutions Reserves The Right To Review and Update All Pricing Associated with this Quote to Reflect Current Market Conditions Prior To NTP, LOI, and TSS Fabrication Process.



SAFETY + AESTHETICS™ IN BULLETPROOF BARRIERS

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: **Sep 05, 2023**

**TOTAL
SECURITY
SOLUTIONS**

Page **3** of **7**

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: Sep 05, 2023

PROPOSAL SUMMARY

Acknowledgment of acceptance on **Customer Acceptance Form** means that prices, specification and conditions listed are satisfactory and hereby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

Sub Total:	\$12,233.00
Tax 0%:	\$0.00
Total Due:	\$12,233.00
Payment Terms:	50% Down/Bal. due prior to ship

ALTERNATES / OPTIONS

ITEM		PRICE:	ACCEPTED
1.)			
2.)			

QUALIFICATIONS AND EXCLUSIONS

1.	Structural calculations not included.
2.	Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
3.	Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
4.	Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
5.	Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
6.	30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
7.	Total Security Solutions will not pay for liquidated damages for failure to meet customer's delivery or construction schedules.
8.	In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
9.	Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.

PROPOSAL NUMBER: 00033661PROJECT: Wasco PD RemodelDATE: July 14, 2023 EXPIRES: **Sep 05, 2023**

Page 5 of 7

CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

* Signature: _____

* Printed Name: _____

Title: _____

Company: City of Wasco

Date: July 14, 2023

Required Date: 11/10/2023 12:00:00 AM

Contact Phone: 6617790091

Contact Email: neperez@cityofwasco.org

Purchase Order Number: _____ SUM: \$12,233.00

Tax Exempt? YES / NO **(If yes, attach copy of Tax-Exempt Certificate)**

PAYMENT TERMS: 50% Down/Bal. due prior to ship

AP Name: _____

AP Phone: _____

AP Email: _____

Invoice Address: 746 8th Street **(PLEASE CONFIRM)**

Wasco, CA 93280

(IF INCORRECT)

SAFETY + AESTHETICS™ IN BULLETPROOF BARRIERS

**TOTAL
SECURITY
SOLUTIONS**

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: **Sep 05, 2023**

Page **6** of **7**

Signature on this quotation or issuance of a purchase order or other writing expressing an intention to purchase the services/equipment that is the subject of this quote reflects acceptance of the attached Terms and Conditions.

** Required Field*

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 14, 2023 EXPIRES: Sep 05, 2023

SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- A. PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- B. ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
- C. CANCELLATIONS:** Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$250.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special-order material.
- D. PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
- E. CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. A convenience fee of 3.99% is applied to credit card payments and is due at time of payment.
- F. CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
- G. QUOTATIONS:** All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
- H. INTERNATIONAL ORDERS:** TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- I. TAXES:** Taxes are additional. TSS collects taxes on orders from customers in AL, AZ, CA, CT, FL, GA, IL, IN, MD, MI, MN, MS, NC, ND, NE, NJ, NV, NY, OK, PA, SC, TN, TX, VA, WA and WV. If you are tax exempt in these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
- J. SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
- K. SHIPPING CLAIMS:** The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
- L. SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- M. RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important – Items shipped without an RMA number will not be considered for credit.
- N. MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE THE AMENDED PURCHASE ORDER WITH TOTAL SECURITY SOLUTIONS FOR WASCO POLICE DEPARTMENT SECURITY MATERIALS IN THE AMOUNT OF \$12,519.47

WHEREAS, on July 18, 2023, the City Council approved a purchase order with Total Security Solutions for the Wasco Police Department for the security materials in the amount of \$12, 233.00. , and

WHEREAS, the vendor omitted to add the sales tax in the original quote and,

WHEREAS, The City wishes to approve an amended purchase order in the amount of \$12,519.47 and,

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 approve the amended purchase order with Total Security Solutions for security materials as attached hereto as Exhibit "A" in the amount of \$12,519.47.

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 August 1, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 19, 2023 EXPIRES: Sep 05, 2023

PROJECT PROPOSAL: Wasco PD Remodel

<u>Company:</u>	City of Wasco		
<u>Attention:</u>	Neomi Perez		
<u>Quote Name:</u>	Wasco PD Remodel		
<u>Quote Street:</u>	746 8th Street	<u>Ship to Street:</u>	746 8th Street
<u>Quote City:</u>	Wasco	<u>Ship to City:</u>	Wasco
<u>Quote State:</u>	CA	<u>Ship to State:</u>	CA
<u>Quote Zip:</u>	93280	<u>Ship to Zip:</u>	93280

OUR PROVEN PROCESS



OUR GUIDING PRICIPLES

Customer Service – We deliver an outstanding customer experience on every project.

Customization – We solve security problems and provide innovative, customized solutions.

Speed – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Jordan Adams

Market Specialist

T: (517) 940-4022

E: jadams@tssbulletproof.com

Amanda Wellman

Sales Coordinator

T : 517-223-7807 Ext. 220

E: awellman@tssbulletproof.com

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 19, 2023 EXPIRES: Sep 05, 2023

SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Ballistic Interior Transaction Window

Furnish Tested & Rated UL 752 Level 3: 1-1/4" LP 1250 BR (laminated acrylic polycarbonate) glazing fabricated into clear satin anodized aluminum framing, pack with Level 3 Fiberglass

Unit Size: (1) @ 36" x 48"

Furnish (1) Arch & Backer for Natural Sound Transmission: 6" Arch w/ 10" Backer

Furnish (1) Stainless Steel Flat Bottom Recessed Deal Tray: 16" x 10" x 1-1/2"

****Countertop by others****

Ballistic Interior Wood Core Door with Framing

Furnish Tested & Rated UL 752 Level 3: Wood Core Door; Flush Panel w/ Knockdown Steel Frame; Level 3; Stainable or Paintable Veneer Finish; No Locking Hardware Included; Door Hardware Prep Only

Ballistic Opaque Panels

Furnish Tested & Rated UL 752 Level 3 Fiberglass Panels w/ Batten Strips

Fiberglass Panel Unit Size: (8) @ 48" x 96" x 1/2"

Batten Strips Unit Size: (4) @ 4" x 96" x 1/2"


****Number of Panels needed is an estimate from images provided****


Project Includes:


Gaskets, Submittal Drawings, Product Samples, Test Reports, Data and Product Sheets, Crate and Freight.

Total Due does NOT include Sales Tax, if applicable.

Note: This Quote Shall Remain In Effect for (60) Days, Total Security Solutions Reserves The Right To Review and Update All Pricing Associated with this Quote to Reflect Current Market Conditions Prior To NTP, LOI, and TSS Fabrication Process.

 935 Garden Lane FOWLERVILLE MI 48836
600 Jefferson St Ste. B PLACENTIA CA 92870

 P: 517-223-7807
F: 517-223-0805

 quotes@tssbulletproof.com
www.tssbulletproof.com

SAFETY + AESTHETICS™ IN BULLETPROOF BARRIERS

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 19, 2023 EXPIRES: **Sep 05, 2023**

TOTAL
SECURITY
SOLUTIONS

Page **3** of **7**



935 Garden Lane FOWLERVILLE MI 48836
600 Jefferson St Ste. B PLACENTIA CA 92870



P: 517-223-7807
F: 517-223-0805



quotes@tssbulletproof.com
www.tssbulletproof.com

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 19, 2023 EXPIRES: Sep 05, 2023

Page 4 of 7

PROPOSAL SUMMARY

Acknowledgment of acceptance **on Customer Acceptance Form** means that prices, specification and conditions listed are satisfactory and hereby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

Sub Total: **\$11,733.00**Tax 8.25%: **\$786.47**Total Due: **\$12,519.47**Payment Terms: **50% Down/Bal. due prior to ship**

ALTERNATES / OPTIONS

ITEM		PRICE:	ACCEPTED
1.)			
2.)			

QUALIFICATIONS AND EXCLUSIONS

1. Structural calculations not included.
2. Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
3. Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
4. Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
5. Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
6. 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
7. Total Security Solutions will not pay for liquidated damages for failure to meet customer's delivery or construction schedules.
8. In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
9. Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.



935 Garden Lane FOWLERVILLE MI 48836
600 Jefferson St Ste. B PLACENTIA CA 92870



P: 517-223-7807
F: 517-223-0805




quotes@tssbulletproof.com
www.tssbulletproof.com

PROPOSAL NUMBER: 00033661PROJECT: Wasco PD RemodelDATE: July 19, 2023 EXPIRES: Sep 05, 2023

CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

* Signature: 

* Printed Name: M Scott Hurlbert

Title: City Manager

Company: City of Wasco

Date: July 19, 2023

Required Date: 11/10/2023 12:00:00 AM

Contact Phone: 6617790091

Contact Email: neperez@cityofwasco.org

Purchase Order Number: _____ SUM: \$12,519.47

Tax Exempt? YES / NO *(If yes, attach copy of Tax-Exempt Certificate)*

PAYMENT TERMS: 50% Down/Bal. due prior to ship

AP Name: Erica Torres

AP Phone: 661.758.7208

AP Email: ap@cityofwasco.org

Invoice Address: 746 8th Street **(PLEASE CONFIRM)**

Wasco, CA 93280

764 E St. Wasco, CA 93280 **(IF INCORRECT)**

(billing address will be different from shipping address)

SAFETY + AESTHETICS™ IN BULLETPROOF BARRIERS



PROPOSAL NUMBER: 00033661
PROJECT: Wasco PD Remodel
DATE: July 19, 2023 EXPIRES: Sep 05, 2023

Page **6** of **7**

Signature on this quotation or issuance of a purchase order or other writing expressing an intention to purchase the services/equipment that is the subject of this quote reflects acceptance of the attached Terms and Conditions.

** Required Field*

PROPOSAL NUMBER: 00033661

PROJECT: Wasco PD Remodel

DATE: July 19, 2023 EXPIRES: Sep 05, 2023

SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- A. PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- B. ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
- C. CANCELLATIONS:** Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$250.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special-order material.
- D. PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
- E. CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. A convenience fee of 3.99% is applied to credit card payments and is due at time of payment.
- F. CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
- G. QUOTATIONS:** All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
- H. INTERNATIONAL ORDERS:** TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- I. TAXES:** Taxes are additional. TSS collects taxes on orders from customers in AL, AZ, CA, CT, FL, GA, IL, IN, MD, MI, MN, MS, NC, ND, NE, NJ, NV, NY, OK, PA, SC, TN, TX, VA, WA and WV. If you are tax exempt in these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
- J. SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
- K. SHIPPING CLAIMS:** The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
- L. SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- M. RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important – Items shipped without an RMA number will not be considered for credit.
- N. MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.



935 Garden Lane FOWLERVILLE MI 48836
600 Jefferson St Ste. B PLACENTIA CA 92870



P: 517-223-7807
F: 517-223-0805



quotes@tssbulletproof.com
www.tssbulletproof.com






Total Security Solutions - Wasco PD Remodel Final quote

Final Audit Report

2023-07-21

Created:	2023-07-21
By:	Neomi Perez (Neperez@cityofwasco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAyDuV-oMOE-9dyoLUhmzEGPzKlw8QS0gU

"Total Security Solutions - Wasco PD Remodel Final quote" History

-  Document created by Neomi Perez (Neperez@cityofwasco.org)
2023-07-21 - 3:38:47 PM GMT - IP address: 24.199.28.219
-  Document emailed to M Scott Hurlbert (schurlbert@cityofwasco.org) for signature
2023-07-21 - 3:40:08 PM GMT
-  Email viewed by M Scott Hurlbert (schurlbert@cityofwasco.org)
2023-07-21 - 4:01:38 PM GMT - IP address: 24.199.28.219
-  Document e-signed by M Scott Hurlbert (schurlbert@cityofwasco.org)
Signature Date: 2023-07-21 - 4:02:40 PM GMT - Time Source: server- IP address: 24.199.28.219
-  Agreement completed.
2023-07-21 - 4:02:40 PM GMT



Adobe Acrobat Sign