



AGENDA

Regular City Council Meeting,

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

Tuesday, December 5, 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. December 5, 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:** by Mayor

4) **INVOCATION:** by Michael Lynch

5) **PRESENTATIONS:** None

6) **PUBLIC COMMENTS:**

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

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

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and File department payments totaling \$ 1,227,865.51
- b. Approval of City Council Minutes for November 21, 2023, Regular Meeting.
- c. Adopt a Resolution Approving the City's Annual Calendar for the 2024 Calendar Year 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.
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 7-9, 2024, in Hollywood, CA., and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.
- e. Approval of Travel Expenses Exceeding \$500.00 for the City Manager and Assistant City Manager to attend the ICSC Conference scheduled for May 19-2, 2024, in Las Vegas, Nevada, 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.
- f. Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Big Belly Solar, LLC in an amount not to exceed \$225,000.00 to purchase trash receptacles for the Downtown Renovation Project, and find that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity that 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.
- g. Adopt a Resolution Authorizing the City Manager or designee to Approve a Task Order #24 to Agreement No. 2020-008 with BHT Engineering for design and engineering services for the 8th Street & Highway 43 HSIP Cycle 11 Pedestrian Crossing Improvement Project in an amount not to exceed \$44,925.00 and allowing the City Manager or designee to execute Contract Change Orders in an amount

not to exceed an aggregate of \$5,000.00, 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.

- h. Adopt a Resolution approving Parcel Map 12490 and authorizing the City Clerk to endorse the map, and 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 that 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.
- i. Approval of the Notice of Acceptance of the off-site Improvements Constructed for Subdivision tract 7373 Phase 2 & 3 and Authorization of the City Clerk to file the Notice of Completion, and find that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity that 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.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing creation of a new Capital Improvement Project "Asphalt Zipper Reclaimer Acquisition", and authorizing the City Manager or designee to purchase or finance a 48-inch Reclaimer/Stabilizer from Asphalt Zipper, Inc. in an amount not to exceed \$300,000.00 plus possible finance costs; 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. (Hurlbert)
- b. Discussion and Possible Minute Action Authorizing the City Manager to proceed with requesting bids for an On-Call Towing Services to be utilized on a rotation schedule for the Wasco Police Department. (Hurlbert)

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 (Stout)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on December 1, 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

As of: November 29, 2023

WARRANTS	AMOUNTS
G112023	39,444.33
G112223	168,554.05
G112923	30,716.84
G112723	687,430.29
H112923	301,720.00
Grand Total	1,227,865.51

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: 2023.11.29 16:
24:25 -08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G112023	CODE PUBLISHING COMPANY	2775	GC0012225	26625	NEWLY ADOPTED CITY ORDINANCES	147.00
G112023	JEFFRIES BROS., INC	140	138513CT	26627	OCT 2023: FUEL SERVICES	20,368.55
G112023	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202310180590R	26624	OCT 2023 COMPTUER PRG FOR READS	1,250.00
G112023	INFO SEND, INC.	4244	250309	26626	OCT STMTS DATA PRCSNG/PRINT/MAIL	4,979.78
G112023	KERN ECONOMIC DEVELOPMENT CORPORATION	143	9389	26628	ANNUAL MEMBERSHIP AUG 2023-2024	5,000.00
G112023	KIM TURNER, LLC	6019	INVOICE-3665	26629	TRAINING COURSE FOR PD SRGT	699.00
G112023	SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA	5032	8509	26630	23029: 9/6-20/23 GRANT 3 YR FREE SPAY/NEUTER	7,000.00
G112023 Total						39,444.33
G112223	FED EX	123	8-321-22749	26609	EXPRESS SERVICES 111623	50.99
G112223	PG & E COMPANY	85	0008248914-7	26615	UB SOLAR PLANT ANIMAL CONTROL NOV 2023	37.41
G112223	PG & E COMPANY	85	0705182385-9 111623	26615	UB 501 F ST 101723-111623	388.11
G112223	PG & E COMPANY	85	2053318492-3 111723	26615	UB SW SW POSO PALM WELL #8	515.78
G112223	PG & E COMPANY	85	2114713176-3 111423	26615	UB TRACT 7311- PH 3 SAN ARDO	27.20
G112223	PG & E COMPANY	85	2767702756-0 111523	26615	UB 603 PALM AVE 111523	5.22
G112223	PG & E COMPANY	85	2991524925-3 111323	26615	UB 810 8th COURTHOUSE 111323	261.14
G112223	PG & E COMPANY	85	8365871756-2 111423	26615	UB ANNEX PARKING LIGHT 111423	13.24
G112223	PG & E COMPANY	85	8043623467-0 111423	26615	UB SE CORNER OF POPLAR AVE & MARGALO	33.82
G112223	PG & E COMPANY	85	5199704189-5 111623	26615	UB MULTIPLE LOCATIONS 111623	29,892.32
G112223	PG & E COMPANY	85	5816195239-3 111623	26615	WELL #12 MCCOMBS & GRIFFITH SE 101023-110723	57,565.00
G112223	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 111723	26616	DEC 2023: INSURANCE PREMIUM	9,509.47
G112223	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3135	26620	WPR BOARD RECRUITMENT NOTICE	224.64
G112223	CINTAS CORPORATION NO. 3	4480	4172871849	26605	UNIFORM SRVCS WE 110323	842.37
G112223	CINTAS CORPORATION NO. 3	4480	4173594788	26605	UNIFORM SRVCS WE 111023	607.65
G112223	CORE & MAIN LP	4704	T917103	26606	HYDRANT TO REPLACE ONE DAMAGED BY VEHICLE: ANNIN	1,804.53
G112223	INFOMART, INC.	4345	981660	26611	BACKGROUND CHECK 111523	96.40
G112223	ROBERT HALF	4814	62805909	26618	TEMP SERVICES WE 110323	1,529.45
G112223	ROBERT HALF	4814	62837554	26618	TEMP SERVICES X.NIETO WE 111023	1,158.40
G112223	ALEXIS HOPE GARZA	6017	11012023	26602	OVER PMT RFND CANCELED MOVE-IN	184.22
G112223	CALIFORNIA MUNICIPAL STATISTICS, INC.	3598	23111705	26603	DIRECT & OVERLAPPING DEBT STMTS 063023	550.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G112223	CHARTER COMMUNICATIONS	68	168679001110723	26604	OCT 2023: INTERNET SRVCS SHERIFF SUB	202.96
G112223	DEPARTMENT OF JUSTICE	1668	694342	26607	OCT 2023: FINGERPRINTS DOJ	1,216.00
G112223	DMV	337	110623112723	26608	23035: REGISTRATION FEES FOR 6 VEHICLES	26,304.00
G112223	GARDAWORLD	4266	10762465	26610	DECEMBER 2023: ARMORED SRVCS	447.09
G112223	MYGOV, LLC	4924	8688	26612	ANNUAL SUBSCRIPTION NOV 2023- OCT 2024	28,980.00
G112223	OSCAR'S HAY INC	6022	1094	26613	EMPLOYEE APPRECIATION EVENT	580.00
G112223	P & J ELECTRIC, INC.	66	8625	26614	REPLACEMENT CENTRIFUGE FEED PUMP	4,262.10
G112223	ROADLINE PRODUCTS INC.	3189	19363	26617	10 QT: ELEPHANT ARMOR , 50 LBS BAG	845.50
G112223	SELF-HELP ENTERPRISES	3636	#17-2	26619	22027: OCT 2022 CV1 SUBSISTENCE CB ASSIST	6.00
G112223	SHELIA MCCALED	6023	111423	26621	REIMBURSEMENT CLEARS SEMINAR	101.12
G112223	THE GAS COMPANY	246	08207136329 111623	26622	MULTIPLE ADDRESSES 101123-111023	229.92
G112223	VINCENT VILLANUEVA	6020	112023	26623	REIMBURSEMENT FOR D2 CERTIFICATION	82.00
G112223 Total						168,554.05
G112923	FED EX	123	8-327-72664	26638	EXPRESS SERVICES WE 112323	50.87
G112923	JEFFRIES BROS., INC	140	138710	26639	10 QT: PROPANE	35.47
G112923	AFFINITY TRUCK CENTER	405	F013278901-01	26631	RFS VEH #23: AIR BAG	80.91
G112923	AMAZON CAPITAL SERVICES, INC	4968	1HJL-T11N-WJ4J	26632	PHONE CASE FOR PD	25.93
G112923	AMAZON CAPITAL SERVICES, INC	4968	17VY-RLFX-GPPQ	26632	OFFICE SUPPLIES FOR PLANNING DEPT	203.98
G112923	AMAZON CAPITAL SERVICES, INC	4968	133Y-9XTW-V3WL	26632	SUPPLIES FOR PD	292.79
G112923	AMAZON CAPITAL SERVICES, INC	4968	1CCQ-DF3Q-M4NC	26632	PD OFFICE SUPPLIES	131.97
G112923	AMAZON CAPITAL SERVICES, INC	4968	1K3Q-HFRK-4YJJ	26632	RFS VEH #75: RUNNING BOARDS COMPATIBLE	259.79
G112923	BERCHTOLD EQUIPMENT COMPANY	4880	E01066	26633	24030: KUBOTA VIN #A5D2GDBJPG064800	20,544.47
G112923	BSK & ASSOCIATES, INC.	1052	AG26437	26634	WW SAMPLE TEST: 10/24/23 BOD & TSS	140.00
G112923	BSK & ASSOCIATES, INC.	1052	AG26738	26634	WW SAMPLE TEST: 10/26/23 BOD, METAL, NITROGEN, TSS	415.00
G112923	BSK & ASSOCIATES, INC.	1052	AG26750	26634	WW SAMPLE TEST: 10/31/23 BOD & TSS	140.00
G112923	BSK & ASSOCIATES, INC.	1052	AG27285	26634	WW SAMPLE TEST: 11/2/23 BOD & TSS	140.00
G112923	CLARK PEST CONTROL	117	34302044	26635	NOV 2023: 5409 7TH ST PEST CONTROL SERV	59.00
G112923	CLARK PEST CONTROL	117	34302127	26635	NOV 2023: 5410 7TH ST PEST CONTROL SERV	59.00
G112923	CLARK PEST CONTROL	117	34304828	26635	NOV 2023: 1400 J ST PEST CONTROL SERV	220.00
G112923	COMPUCHECKS.COM	5007	C1502870	26636	AP CHECKS	128.94
G112923	CREATIVE CONCEPTS/SABA AGENCY	3493	62295	26637	4-PART NCR FORMS FOR PD	1,083.11
G112923	JIM BURKE FORD LINCOLN	134	1551623	26640	DAR VEH #61: SEAT BELT & TPMS SENSOR	232.24
G112923	KERN MACHINERY	4011	103-1112596	26641	RFS VEH #17: REPAIRS DONE ON JOHN DEERE PONY ENGIN	2,757.56
G112923	MARTIN, PARIS, AND MULLINS LLC	5976	#2023-024-697	26642	BACKGROUND INVESTIGATION	2,000.00
G112923	PHOENIX GROUP INFORMATION SYSTEMS	4913	102023239	26644	OCT 2023: CITATION FEES & SRVCS	1,166.43
G112923	READYREFRESH BY NESTLE	4027	13j0033487406	26645	10/13/23-10/31/23: 5409 7TH ST FEES	20.00
G112923	READYREFRESH BY NESTLE	4027	03K0033487406	26645	10/17/23-11/16/23: 5409 7TH ST PORTABLE WTR SERV	54.67
G112923	READYREFRESH BY NESTLE	4027	23K0018613430	26645	10/15/23-11/14/23: 5410 7TH ST PORTABLE WTR SERV	161.41
G112923	WASCO T-SHIRTS PRINTING	497	9115	26646	BADGES FOR CHAPLAIN	43.30
G112923 Total						30,716.84
G112723	AMAZON CAPITAL SERVICES, INC	4968	1GRM-31PQ-QQ7V	26647	OFFICE SUPPLIES & EXPENSES FOR PD	376.89
G112723	AMAZON CAPITAL SERVICES, INC	4968	1GRM-31PQ-W9N3	26647	DESKTOP STAPLER FOR PD	10.27
G112723	AMAZON CAPITAL SERVICES, INC	4968	1HKK-MTCM-4WG7	26647	HR OFFICE SUPPLIES	14.36
G112723	AMAZON CAPITAL SERVICES, INC	4968	1HNP-DVGQ-6C1C	26647	HR OFFICE EXPENSE KEY CABINET	70.35
G112723	AMAZON CAPITAL SERVICES, INC	4968	1JGP-VW13-DWTH	26647	HEADSET FOR HR	18.67

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G112723	AMAZON CAPITAL SERVICES, INC	4968	1M6M-PTLF-17KR	26647	CANDY FOR TRUNK OR TREAT	69.79
G112723	AMAZON CAPITAL SERVICES, INC	4968	1N7K-JWQX-1347	26647	OFFICE SUPPLIES FOR PD	165.49
G112723	AMAZON CAPITAL SERVICES, INC	4968	1P6N-LGF1-647N	26647	DOCKING STATION, MONITOR & PHONE ACCESSORIES	395.16
G112723	AMAZON CAPITAL SERVICES, INC	4968	1PP-L4HV-MNHN	26647	OFFICE SUPPLIES FOR PD	140.40
G112723	AMAZON CAPITAL SERVICES, INC	4968	1V46-PT9V-NTN4	26647	FILE FOLDERS FOR HR	41.56
G112723	AMAZON CAPITAL SERVICES, INC	4968	1Y3N-KQP4-JKMK	26647	SUPPLIES HR & WTR DEPT	27.13
G112723	AMAZON CAPITAL SERVICES, INC	4968	1YCF-JYD7-JJ19	26647	PHONE CASES FOR PD	99.56
G112723	AMAZON CAPITAL SERVICES, INC	4968	14LH-V3GJ-VRW7	26647	OFFICE SUPPLIES FOR PD	140.65
G112723	BLUE LINE SOLUTIONS, INC	5910	1304	26648	BACKGROUND INVESTIGATION	4,300.00
G112723	DISCOUNT RADIATOR CENTER	5733	5496	26649	RFS VEH #18: A/C CONDENSER REPAIRS	90.00
G112723	FASTENAL COMPANY	3221	CABAE24799	26650	JANITORIAL SUPPLIES AND MATERIALS FOR WWTP	1,091.52
G112723	GENERAL OFFICE MACHINE COMPANY	1195	21818	26651	PD PRINTER MAINT AGRMNT	399.44
G112723	JTS CONSTRUCTION	6018	01-1314 092823	26652	22013-2: CONS PMT #1 WASCO CENTRAL AVE PRJ	361,712.50
G112723	JTS CONSTRUCTION	6018	01-1314 102023	26652	22013-2: CONS PMT #2 CENTRAL AVE PARK PRJ	310,412.50
G112723	LAWSON PRODUCTS INC	792	9311034108	26653	MATERIAL #GEN: KEY RING & HOSE CLAMP ASSORTMENT	94.76
G112723	PACE ANALYTICAL SERVICES, INC	5694	B486134	26654	WTR SAMPLE TEST: 10/19/23 DRINK WTR CLIP	460.00
G112723	PACE ANALYTICAL SERVICES, INC	5694	B486047	26654	WTR SAMPLE TEST: 10/24/23 BACTERIOLOGICAL	98.00
G112723	SCHROETER, THOMAS F.	2732	OCTOBER 2023	26655	OCT 2023: LEGAL SRVCS	3,520.00
G112723	SHARP CONCRETE CUTTING	5827	05110	26656	CORE DRILLING FOR SHERIFF'S OFFICE CONDUIT	300.00
G112723	SHARP CONCRETE CUTTING	5827	05083	26656	SAWCUTTING & CORING FOR SHERIFF'S STATION REMODEL	600.00
G112723	VERIZON WIRELESS SERVICE LLC	4237	9947777138	26657	PD CELL PHONES	482.29
G112723	WASCO VETERINARY CLINIC	4770	OCTOBER 2023	26658	OCT 2023: VET SERVICES	2,299.00
G112723 Total						687,430.29
H112923	HARTZELL GENERAL ENGINEERING CONTRACTOR	5930	23048	26659	23003: PMT APPLICAITON #6 WASCO WELL	301,720.00
H112923 Total						301,720.00
Grand Total						1,227,865.51

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, November 21, 2023
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Martinez called the meeting to order at 6:00 p.m.

2) ROLL CALL:

PRESENT: Mayor Martinez, Council Members: Medina, Reyna, Saldaña

LATE: Mayor Pro Tem Garcia arrived at 6:11 p.m.

STAFF PRESENT: City Manager Hurlbert, City Attorney Schroeter, Deputy City Clerk Flores, Deputy City Clerk Tinajero, Public Works Director Villa, Community Development Director Cobb, Human Resource Manager Vera, Finance Director Perez-Hernandez, Chief of Police Fivecoat, Kern County Fire Chief Appleton

3) FLAG SALUTE: led by Mayor Martinez

4) INVOCATION: Observed a moment of silence

5) PRESENTATIONS: None

6) PUBLIC COMMENTS:

- John Pallares

Deputy City Clerk Tinajero stated that there were no email comments for any items on this agenda.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

9) NEW EMPLOYEE POLICE DEPARTMENT BADGE PINNING CEREMONY FOR:

- Ethan Alegria – Police Officer
- Yuliana Ayala – Police Dispatcher

Police Chief Fivecoat presented the new Police Department Officer and Police Dispatcher for the badge-pinning ceremony.

Janett Tapia, Field Representative for Senator Melissa Hurtado's office, and Claribel Gutierrez, Field Representative from Assemblymember Dr. Jasmeet Bains's office,

presented a certificate of recognition to the new Police Officer and Police Dispatcher.

Deputy City Clerk Flores administered the oath of office to the New Police Department Officer and Police Dispatcher.

Mayor Martinez recessed at 6:10 p.m.

Mayor Pro Tem Garcia arrived at 6:11 p.m.

Mayor Martinez reconvened the meeting at 6:15 p.m.

CITY COUNCIL BUSINESS:

10) 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 \$482,795.62
- b. Approval of City Council Minutes for:
 - 1. November 2, 2023, Special Meeting
 - 2. November 7, 2023, Regular Meeting
- c. Receive and File the Investment Report for the month ended September 30, 2023.
- d. Receive and File the Investment Report for the month ended October 31, 2023.
- e. Adopt a Resolution Authorizing the City Manager or Designee to execute a contract amendment with Infrastructure Engineers, Inc., a Bowman Company, in an amount not to exceed \$35,000 for completion of the City's 2024-2032 6th Cycle Housing Element 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.
Reso#2023-3990
Agmt#22-042 (1)
- f. Adopt A Resolution Authorizing the Submission of An Application for The Beverage Container Recycling City/County Payment Program Fiscal Year 2023-2024 And Related Authorizations from The California Department of Resources Recycling and Recovery (CalRecycle) and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is not subject to review under CEQA.
Reso#2023-3991
- g. Adopt a Resolution Authorizing the City Manager or designee to finalize, sign, and execute a Standard Agreement with Toter Inc., a subdivision of Wastequip LLC, In the amount of \$43,801.96 to make a bulk purchase of 696 Residential carts, 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.
Reso#2023-3992

- h. Adopt a Resolution Authorizing the City Manager or designee to Finalize and Execute a Contract Change Order Request in an amount not to exceed \$200,000.00 with Hartzell General Engineering Contractor, Inc. for the Well 13 Site Development Project to provide temporary power to the well site 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.

Reso#2023-3993

Agmt#2023-003(1)

- i. Approval of Travel and Training Expenses Exceeding \$500.00 per trip for the Building Inspector II to attend two separate training one-week long courses at the Advance Contractor and Inspector Training Center in Anaheim, CA, 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.

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

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

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

11)PUBLIC HEARINGS: None

12)DEFERRED BUSINESS: None

13)NEW BUSINESS:

- a. Adopt a Resolution Approving the City of Wasco Police Department to create a Police Cadet Program, 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.

Reso#2023-3994

Oral presentation by Human Resources Manager Vera.
No public comments.

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

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

- b. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2023-2024 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules, 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.

Reso#2023-3995

Oral presentation by Human Resources Manager Vera.
No public comments.

Motion was made by Mayor Martinez, **seconded** by Mayor Pro Tem Garcia, to adopt a Resolution by the following roll call vote:

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

- c. Discussion and Possible Minute Action regarding the Selection of a Name for the New Park at Central Avenue and Filburn Avenue and find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

Oral presentation by Community Development Director Cobb.
Public comments by John Pallares.

Motion was made by Mayor Martinez, **seconded** by Mayor Pro Tem Garcia, to name the park "Central Avenue Park" by the following roll call vote:

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

14) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)

Mayor Pro Tem Garcia:

- Kern EDC hosted the Kern Energy Summit on November 15, 2023.
- The State of the County will be on January 25, 2023.

- b. Kern Council of Government (Reyna)

Council Member Reyna:

Reported on multiple items from the Kern Cog meeting.

- c. Wasco Task Force (Reyna & Medina)

Council Member Medina:

No reports. The next meeting, possibly in January 2024

15) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)

Chief Appleton - Presented a letter from the Kern County Fire Department thanking the City of Wasco for using the Old Wasco Labor Camp for training.

- b. Kern County Sheriff's Department (Stout)
No report – Sergeant Stout absent.

16) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Recycling Bins update.
- No SNIP event for November – The next event is December 22, 2023.
- Strata Credit Union Ribbon Cutting Event November 30, 2023, at 10:30 a.m. at the new Stata location.
- Wasco Christmas Parade will be on December 2, 2023, 6:00 p.m. – 8:00 p.m.
- COPS Hiring Grant Awarded to the City of Wasco Police Department for \$222,000 to hire one police officer for a three-year period to focus on violent crime and gang activity.

17) REPORTS FROM THE CITY COUNCIL:

Mayor Martinez:

- Attended the International Council of Shopping Centers ICSC Conference on October 25, 2023, and suggested in the future to send two council members in lieu of all five council members to the conferences to better utilize public funds.

18) CLOSED SESSION: None

19) ADJOURNMENT:

Mayor Martinez adjourned the meeting at 7:03 p.m.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Nancy Vera, Human Resources Manager

DATE: December 5, 2023

SUBJECT: Adopt a Resolution Approving the City's Annual Calendar for the 2024 Calendar Year.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Approving the City's Annual Calendar for the 2024 Calendar Year; and
- 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 would like to set forth the 2024 calendars. As identified within the Municipal Code the first and third Tuesday of each month is set for the regular City Council meetings. The Wasco City Council will go dark for their regularly scheduled meetings on January 2, 2024. Planning Commission meetings are set for the second Monday of each month. The Wasco City Planning Commission will go dark for their regular scheduled meetings on November 11, 2024. The attached calendars also identify the Fridays when city offices will be closed for those staff members on a 9/80 schedule, and the observed holidays.

Fiscal Impact:

None

Attachments:

1. Resolution
2. Calendars for 2024

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CITY'S
2024 ANNUAL CALENDAR**

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

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

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

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

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

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

-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 December 5, 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

EXHIBIT "A"



	HOLIDAY
	CITY COUNCIL MEETING
	CLOSED FRIDAYS
	PLANNING MEETING

2024

9/80 Regular Schedule

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

The Wasco City Council will go dark for their regular scheduled meeting on January 2, 2024

The Wasco City Planning Commission will go dark for their regular scheduled meetings on November 11, 2024

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



2024

8/10 Regular Schedule

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31	1	2	3	4
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The Wasco City Council will go dark for their regular scheduled meeting on January 2, 2024

The Wasco City Planning Commission will go dark for their regular scheduled meetings on November 11, 2024

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: December 5, 2023

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 7-9, 2024, in Hollywood, CA.

Recommendation:

Staff recommends the City Council:

- 1) Approval of Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 7-9, 2024, in Hollywood, CA; and,
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

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

Discussion:

This request is for the approval of the City Manager to attend the League of California Cities City Manager Conference on February 7-9, 2024, in Hollywood, CA.

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

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

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

Fiscal Impact:

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

Attachments:

1. Conference Information



CITY MANAGERS CONFERENCE

February 7-9, 2024

Loews Hollywood Hotel

1755 N Highland Ave, Los Angeles, CA

Register (<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b7DBB3D5E-86EF-ED11-8849-000D3A19AAEA%7d>)

Designed for city managers and assistant city managers, this conference provides city officials with the essential information and updates needed to effectively run their cities and best position their communities for the future. Previous topics include diversity, relationships with council members, public safety, financials, and more.

For registration questions, please contact Registrar, **[Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org)** .

For sponsorship questions, please contact Associate Manager, Exposition Sales and Event Sponsors, **[Amy Wade \(mailto:AWade@calcities.org\)](mailto:AWade@calcities.org)** .



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

Become a sponsor (<https://my.calcities.org/Events/Sponsorships>)

2024 Conference Information

Registration →

Full Registration Includes:

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

Register online through your MyCalCities account by **Wednesday, Jan. 24**. [Register now](https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b7DBB3D5E-86EF-ED11-8849-000D3A19AAEA%7d)
(<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b7DBB3D5E-86EF-ED11-8849-000D3A19AAEA%7d>)

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.



The initial registration for this event is exclusively for City Managers. Registration will open to all participants on Thursday, Oct. 26. Registration for City Managers will be prioritized.

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 for all Cal Cities events. If you have not used your MyCalCities account already, please review [details about the portal \(/about-MyCalCities\)](#) and contact us for questions.

Note: You will need to be logged into your MyCalCities account to register. You can confirm you are logged in by checking the top of your webpage, which will say “Welcome” and your name when you are signed in.

Register here (<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b7DBB3D5E-86EF-ED11-8849-000D3A19AAEA%7d>) .

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 pay with a check, create your account and then reach out to conference registrar, [Megan Dunn](#) (<mailto:mdunn@calcities.org?subject=AC%20Registration>) to request a mail-in registration form. Full payment is due at the time of registration. Registration via mail is available until **Wednesday, Jan. 24**.



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 Fees

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

One-Day Conference Registration Fees

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

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



Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>), and received on or before Wednesday, Jan. 24, 2024. 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 sponsors at the 2024 City Managers Conference. **The deadline to reserve your discounted hotel room is Tuesday, Jan. 9**, or until the hotel block is sold out, whichever is sooner.

STEP ONE: Register for the Conference

Use the information outlined in the registration section above to register for the conference. Once completed, details are found in your **MyCalCities Portal** (https://my.calcities.org/%22%20/t%20%22_blank)

. 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 directing you to the group housing reservations page.

Conference Location:



Group Hotel Rate (per night): \$231 – Single/Double Occupancy (plus tax and fees)

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.

Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after **Tuesday, January 9, 2024** has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

SCAM NOTICE: *There are many hotel scammers who may contact you claiming to be a housing bureau/service for the conference. Official emails regarding the conference will come from addresses ending in @calcities.org or the Loews Hollywood Hotel.*

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



Subject to change at hotel's discretion.

Self-parking: \$20 + tax (does not include in-and-out privileges) available at Hollywood and Highland Center garage

Subject to change at hotel's discretion.

The Loews Hollywood Hotel is located seven miles from the Hollywood Burbank Airport and 15 miles from the Los Angeles International Airport.

Schedule at a Glance ↓

***Schedule subject to change**

Wednesday, Feb. 7

Registration Open

10:00 a.m.-5:30 p.m.

Opening General Session

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

Beverage Break



3:45 p.m.-5:00 p.m.

Reception

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

Thursday, Feb. 8

Registration Open

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

Networking Breakfast

8:00 a.m.-9:00 a.m.

Elite Sponsor Tables Open

8:30 a.m.-6:00 p.m.

Educational Sessions

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

Beverage Break

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



Networking Lunch

Noon-1:15 p.m.

General Session

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

Beverage Break

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

Educational Sessions

3:15 p.m.-4:30 p.m.

Adjourn

4:30 p.m.

Friday, Feb. 9

Registration Open

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

Networking Breakfast

8:00 a.m.-9:00 a.m.



9:15 a.m.-Noon

Adjourn

Noon

[Explore Previous Conferences →](#)

2023 Conference Session Descriptions

[\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12) [\(/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12\)](/docs/default-source/city-managers-conference---session-materials/2022-city-managers-department-conference-program.pdf?sfvrsn=87abedf8_12) [\(/docs/default-source/city-managers-conference---session-materials/2023-city-managers-conference-program-final-vs2-\(1\).pdf?sfvrsn=62dfe8d2_3\)](/docs/default-source/city-managers-conference---session-materials/2023-city-managers-conference-program-final-vs2-(1).pdf?sfvrsn=62dfe8d2_3)

[View the 2023 City Managers Conference Program \(/docs/default-source/city-managers-conference---session-materials/2023-city-managers-conference-program-final-vs2-\(1\)f3d0c388-244b-4c15-a22b-497abc1d5489.pdf?sfvrsn=2f1b812e_3\)](/docs/default-source/city-managers-conference---session-materials/2023-city-managers-conference-program-final-vs2-(1)f3d0c388-244b-4c15-a22b-497abc1d5489.pdf?sfvrsn=2f1b812e_3) .

Wednesday, February 8 →

Registration Open

10:00 a.m.-6:00 p.m.



Opening General Session

1:30-3:15 p.m.

Opening Remarks

Justin Hess, President, City Managers Dept. and City Manager, Burbank

Cal Cities Remarks

Carolyn Coleman, Executive Director and CEO, League of California Cities

Ali Sajjad Taj, President, League of California Cities and Council Member, Artesia

City Managers Department Awards

Keynote Presentation

Alie Ward is a Daytime Emmy Award-winning science correspondent for CBS's The Henry Ford's Innovation Nation with Mo Rocca, and host of Did I Mention Invention? on the CW. She also appears on Netflix's science series Brainchild and Science Channel's How to Build Everything. Previously, she was the co-host of the GE's series In the Wild with co-host Adam Savage of Mythbusters and a contributor on Cooking Channel's ongoing show Unique Sweets.

Alie studied both science and film in college and was a staff writer/editor for the Los Angeles Times and on-air contributor to KTLA. She volunteers at the Natural History Museum of Los Angeles



videos for Cooking Channel. She also hosts Ologies, a comedic science podcast.

Speaker

Alie Ward, Science Communicator & TV Host

Networking Break

3:15-3:45 p.m.

Women in Government Meet-Up

3:15-3:45 p.m.

Looking to connect with other women in government? Find friends, and great ideas during a focused coffee break in a separate space.

Concurrent Sessions

3:45-5:00 p.m.

How Do I Deal With This?

Despite our best efforts, there are many aspects to the role of city manager that we cannot foresee or control. Many of these circumstances involve unexpected occurrences with our city council members, ranging from scandals to resignations. Join this panel discussion as it delves into how

**Moderator**

Peter Pirnejad, City Manager, Los Altos Hills

Speakers

Daniel Jordan, City Manager, Duarte

Laurel Prevetti, Town Manager, Los Gatos

Scott Wolfe, City Manager, Buellton

Lessons from the Trenches: Key Strategies for Leveraging Public Works

Effective communication and the celebration of “wins” is essential to building trust and goodwill within a community. A high-functioning public works department can be a strategic partner in this pursuit. But what if department leaders avoid or miss opportunities for communication and publicity? What other lessons can city managers learn from their public works counterparts? In this session, attendees will hear from former public works directors-turned-city managers as they share key lessons and techniques for leveraging this sector.

Moderator and Speaker

Jason Holley, City Manager, American Canyon

Speakers

Erica Ahmann Smithies, Public Works Director, American Canyon

Greg Humora, City Manager, La Mesa



One Size Doesn't Fit All: Alternative Responses to Mental Health and Other Crises

Attendees will learn new approaches from around the state on the following topics: how to respond to crises related to mental illness, how these programs have been implemented, and challenges faced.

Moderator

Karen Pinkos, President-Elect, City Managers Department and City Manager, El Cerrito

Speakers

Matthew Chidester, City Manager, Half Moon Bay

Jorge Cisneros, Chief of Police, Anaheim

Marisa Creter, Executive Director, San Gabriel Valley Council of Governments

Networking Reception

5:00-6:30 p.m.

Make new friends, and see old ones while enjoying delicious appetizers and tasty beverages during the evening networking reception.

Thursday, February 9 →



Networking Breakfast

8:00-9:00 a.m.

Visit with Sponsors

8:30 a.m.-5:00 p.m.

Concurrent Sessions

9:00-10:15 a.m.

Successful DEI Programs and Lessons Learned

Learn how to start a Diversity, Equity, and Inclusion (DEI) program that establishes a more equitable and inclusive community while simultaneously embracing diversity and a sense of belonging. In this session, cities will share their approach to starting and managing DEI programs, including challenges, successes, and lessons learned.

Moderator

PJ Gagajena, Assistant City Manager, Moorpark



David Wilson, City Manager, West Hollywood

Sales Tax: Understand Hidden Nuances of California Sales Tax Distribution

Participants will hear from two of the foremost firms in California with unique expertise in sales tax: HdL and Avenu Insights. Learn how sales tax is distributed differently in many situations, including online versus brick and mortar, in- state versus out of state seller, and auto versus jet fuel sales. Then, understand how county pools work and why, and learn the differences between regular Bradley Burns and a transaction and use tax. Following the presentation, participants will receive an update and hear next steps from the Cal Cities' City Manager's Department Sales Tax Working Group (re-formed in 2021).

Moderator

John Robert Gillison, Immediate Past President, City Managers Department and City Manager, Rancho Cucamonga

Speakers

Fran Mancia, Vice President National Government Relations, Avenu Insights and Analytics

Leyne Milstein, Assistant City Manager, Sacramento

Ken Nordhoff, Principal, HdL Companies

Nicolas Romo, Legislative Representative, League of California Cities



As public engagement around the dais evolves and social media becomes a public soapbox, understand the challenges that face cities in balancing First Amendments rights with employee safety and maintaining city operations. Hear about two distinct experiences and what steps cities can take today to mitigate legal quandaries related to the First Amendment and keep city hall from being paralyzed by these disruptions.

Moderator

Reva Feldman, Retired City Manager, Malibu, Strategic Advisor, Avenu Insights and Analytics

Speakers

René Bobadilla, City Manager, Montebello

Deborah Fox, Principal, Meyers Nave

Networking Break

10:15-10:45 a.m.

New City Managers Meet-Up

10:15-10:45 a.m.

Interested in meeting other new city managers from around the state? Meet up with colleagues new to the profession during a focused coffee break.



10:45 a.m.-noon

Telling Your Organization's Story

Cities do important work for our communities, but if city managers don't tell their stories throughout the year, community members and stakeholders won't know how their tax money benefits the community. Proactive messaging will help your city foster relationships with stakeholders that will benefit them later. This session will cover how to incorporate strategic communications into your city's general plan, and feature case studies from public agencies that have successfully gained community trust and inspire impactful engagement.

Moderator

Ryder Smith, President, Tripepi Smith

Speakers

Christine Brainerd, Communications Director, Folsom

Maurice Chaney, Public Information Officer, Roseville

Erin Morales, President, California Association of Public Information Officials

Successful Recruitment and Retention Post-COVID, the Great Resignation and Retirements

COVID-19, the Great Resignation, Baby Boomer retirements, and working towards diversity, equity and inclusion have significantly impacted a city's ability to hire, retain, and recruit executives. What



trends and challenges in the municipal environment for, hiring, retaining, and recruiting personnel at the executive level.

Moderator

Marcella Marlowe, Former City Manager, San Marino

Speakers

Ron Bow, City Manager, Monterey Park

Anton "Tony" Dahlerbruch, Executive Recruiter, Peckham & McKenney Executive Search

Wendy Levy, Director of Human Resources, Santa Barbara

Surplus Land Act: Know the Facts Before You Transact

California is facing a housing crisis. The state has revved up enforcement to accelerate the production of affordable housing including the use of public agency-owned land. Effective in 2020, the Surplus Land Act (SLA) requires public agencies to follow a process to sell or lease any public property by first offering it to a state-controlled list of affordable housing developers. Learn how the SLA process impacts local land use. Receive best practices on how to navigate the sale, lease, and licensing of public agency property to pursue public-private projects, producing economic development results while staying in compliance with state requirements.

Moderator

Scott Mitnick, Senior Vice President, Kosmont Companies



Jim Vanderpool, City Manager, Anaheim

Networking Luncheon

noon-1:15 p.m.

General Session

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

Opening Remarks

Karen Pinkos, President-Elect, City Managers Department and City Manager, El Cerrito

Observations from Local, State, and National Economists

Learn from three experts as they discuss economic trends and forecasts from local, statewide, and national perspectives. Panelists will address their differing expectations in each respective area.

Moderator and Speaker

Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com



Dr. Peter Rupert, Director at UCSB Economic Forecast Project, Professor of Economics, University of California Santa Barbara

Networking Break

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

CalOES Meet and Greet

2:45-3:15 p.m.

Join Cal OES Deputy Director Ryan Buras and find out how Cal OES can support your city before and after a disaster. Learn about upcoming grant resources.

Concurrent Sessions

3:15 p.m.-4:30 p.m.

Delivering Economic Development Successes in Partnership with your Council and Community

City managers are under constant pressure to deliver economic development results. Local economic development can be misunderstood as marketing to prospective employers or



community, and city council that will have far-reaching impacts on economic outcomes. This session features two economic developers-turned-city management professionals who will share their perspectives and discuss practical examples.

Moderator

Gurbax Sahota, President and CEO, California Association for Local Economic Development

Speakers

PJ Gagajena, Assistant City Manager, Moorpark

Aaron Laurel, City Manager, West Sacramento

Ethics Matter: Be inspired by your professional values

Let's shift the focus on the ICMA Code of Ethics from enforcement to inspiration. How do the defining values of integrity, fairness, justice, and political neutrality inspire you to excellence? How do they produce better outcomes in your organization and community? Think about a time when you stood firm on a principle, and it wasn't easy! Rediscover values for the city management profession and how best to apply them to real world challenges.

Moderator and Speaker

Brett Channing, Deputy City Manager, Lake Forest



Small City Succession Planning: Creating a Culture of Growth

The Great Resignation combined with the Silver Tsunami has made it difficult for public agencies across the state to retain employees. This struggle can magnify within smaller public agencies, including when a staff member leaves, which often means the loss of institutional knowledge that may span several “positions.” This engaging panel discussion will examine strategies for small cities to implement when hiring and retaining talent, creating a culture of growth, and proactively building a succession plan. Learn best practices for creating a talent pipeline within your small city so that when an employee leaves, you can rest assured that critical services will remain uninterrupted.

Moderator

Jonathan Shull, Chief Executive Officer, California Joint Powers Insurance Authority

Speakers

Chris Constantin, City Manager, San Dimas

Andy Hall, City Manager, Imperial Beach

Jim Lewis, Department Director, City Managers Department and City Manager, Pismo Beach

Friday, February 10 →



Networking Breakfast

8:00-9:15 a.m.

“ICMA Preparing the Next Generation” Turns 20: Progress and Challenges

9:15-10:30 a.m.

It has been 20 years since the “ICMA Preparing the Next Generation” guidebook was published. Since then, Generation Z employees have entered the workforce and managers are facing new challenges and impacts to the profession as a result of ‘The Great Resignation’. During this session, the guidebook co-author and current city management professionals will discuss what has occurred over the past 20 years and the ongoing challenges of identifying, mentoring, and preparing the next generation of city managers.

Moderator and Speaker

Frank Oviedo, Assistant City Manager, Santa Clarita

Speakers

Frank Benest, Liaison, Next Generation Initiatives, ICMA

Karen Pinkos, President-Elect, City Managers Department and City Manager, El Cerrito

Aly Zimmermann, City Manager, Rocklin



10:45 a.m.-noon

Strategies to Beat Burnout

“Resilience goes beyond bouncing back. It’s the ability to thrive – mentally, emotionally, physically and spiritually – regardless of what may be happening in your environment.” – Adam Markel

A leading international keynote speaker, Adam’s message of resilience as the competitive edge in the face of today’s complex markets has resonated worldwide. An attorney-turned transformational trainer, Adam is a sought-after workplace culture catalyst who inspires, empowers, and guides organizations and individuals to create sustainable, high-performance strategies.

Adam has been a keynote speaker and trainer for Fortune 500 companies and conferences including Harvard University, Canon, and the Northeast Business Group on Health. He’s shared the stage with the likes of Tony Robbins, Michael J. Fox, and Stedman Graham.

Adam credits much of his success to the principles he learned during his eight years as a Jones Beach lifeguard in New York. Since his days on Jones Beach, Adam has spent his life protecting others and bringing them back from the brink of professional drowning – including his own. After building a multi-million-dollar law firm specializing in finance, commercial and employment litigation, Adam turned a mid-life crisis into a mid-life calling, pivoting his own career path. Enjoy



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: December 5, 2023

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 for the City Manager and Assistant City Manager to attend the ICSC Conference scheduled for May 19-21, 2024 in Las Vegas, Nevada.

Recommendation:

Staff recommends the City Council:

- 1) Approval of Travel Expenses Exceeding \$500.00 for the City Manager and Assistant City Manager to attend the ICSC Conference scheduled for May 19-21, 2024, in Las Vegas, Nevada, and
- 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 ICSC Conference provides networking opportunities with retailer representatives, developers, invaluable resources, new connections, and industry insights and actively works together to shape public policy. Membership also entitles enrolled staff to significant (currently 50%) discounts on the cost of regional ICSC conferences and marketing events.

The requested membership and travel, in conjunction with the City's recent professional services contract with Retail Strategies, aims to introduce the City of Wasco as a viable candidate for additional national and regional food and shopping retailers.

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

Fiscal Impact:

It is estimated that the cost of the travel and training for the ICSC Conference will not exceed \$3,000.00. The adopted FY 2023-2024 Operating Budget contains sufficient funding to cover this expense; no budget action is required.

Attachments:

1. Conference information

ICSC LAS VEGAS

May 19–21, 2024

Las Vegas Convention Center
Las Vegas, Nevada, United States



Details

Questions?

For more information, please call +1 844 728 ICSC or email info@icsc.com.

Event FAQs

[Add to calendar](#)

ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.

Registration Fees*

Register at the Advance Rate (ends February 19, 2024, at 11:59 pm EST)

Member • **\$850**

Non-Member • **\$1,975**

Retailer Member • **\$0**

Student Member • **\$50**

Standard Rate (ends May 16, 2024, at 11:59 pm EST)

Member • **\$1,050**

Non-Member • **\$1,975**

Retailer Member • **\$0**

Student Member • **\$50**

On-Site Rate (starts May 17, 2024, at 12:00 am EST)**

Member • **\$1,450**

Non-Member • **\$1,975**

Retailer Member • **N/A**

Student Member • **N/A**

*All cancellations are subject to a \$100 cancellation fee for members and non-members and \$25 for student members. Refunds will not be given for cancellations

received after **4:59 pm ET on April 1, 2024**. All requests for refunds must be received by ICSC in writing.

****** On-site registrations are not accepted for Retailer Members and Student Members.

Attendees can choose to have their badges mailed in advance for a \$25 fee. The deadline to select this option is 4:59 pm ET on April 1, 2024.

**Please note this badge mailing option applies to paid attendee badges only (no exhibitor or other comped badges). You must select the badge mailing option at checkout during the event registration process in order to have your badge mailed. Badges will only be mailed once to the primary address in your file. Please make sure this address is correct before you register. If you do not receive your badge or the badge is incorrect, we cannot resend. Badges are non-transferable. We cannot resend a badge to a different address or transfer the name on the badge. If you did not select to have your badge mailed at check out, we cannot mail your badge. You will need to pick up the badges and make corrections on-site at registration.*

Hotel Reservations

Rooms for ICSC LAS VEGAS book up fast. For discounted rates, reserve your hotel stay via onPeak, our official hotel partner, today. Hotel reservations are available on a first-come, first-served basis.

[Book Hotel](#)

Notice to all ICSC Members: Please be advised that ICSC will only contact you through onPeak, ICSC's official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices.

Exhibitor Information

Reserve your Booth Space today for ICSC LAS VEGAS 2024.

- Exhibitor booth renewals will be emailed on **October 17**.
- New exhibitors to ICSC LAS VEGAS will be able to select a booth space beginning **November 20**.
- Become an ICSC member and take advantage of member pricing.

What's included:

- \$16.50 per sq. ft (Member pricing) / \$33.00 per sq. ft (Non-Member pricing)
- 8' back and side wall drape (except island and peninsula booths)

- Gray booth carpet
- Badges (based on booth size)
- Listing in digital directory

Questions? Contact: Kim Romano at kromano@icsc.com or Keith Colavito at kcolavito@icsc.com.

ICSC is committed to bringing our event attendees together safely and with the proper health precautions in place but cannot guarantee that event attendees, exhibitors, vendors or other participants will not become infected with COVID or any other transmissible virus, and by voluntarily attending an ICSC event, you accept and assume the risk of possible exposure or contraction of the same.

Additionally, the goal of ICSC events is to provide a welcoming, congenial atmosphere for Marketplaces Industry professionals to connect with peers, conduct business and learn more about relevant topics. As a reminder, we expect all attendees and exhibitors at ICSC events to treat fellow attendees, speakers, service providers and the ICSC team with the utmost respect. We do not tolerate disruptive, hateful or harmful language or conduct including name calling or otherwise provoking an individual regarding a particular topic, specifically as it relates to non-business issues. Additionally, please do not bring material

related to political or social issues – such as flags, banners, or signs – to the event, as such items may distract from the purpose of the event.

Read ICSC’s Event Terms and Conditions for more information and our Event FAQs for more information.

Register Another Person

Follow us for the latest event news and updates.



About this event series

The ICSC Premier event series are our must-attend annual global gatherings of the Marketplaces Industry’s networked community of dealmakers, negotiators and moneymakers.

Additional Resources

Attendee Search

Search

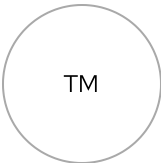
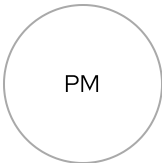
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ICSC Social Media
Tips & Tricks

View

Attending 1200 Registered



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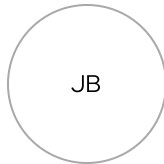
Director of Real Estate

The Wendy's
Company

Trey Merchant

Director of Business

Development
7B Building and
Development



Joe Baca

Council Member

City of Rialto

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Featured events



ICSC LOCAL TORONTO

November 23, 2023

1214 Queen St W

Toronto, Ontario, Canada



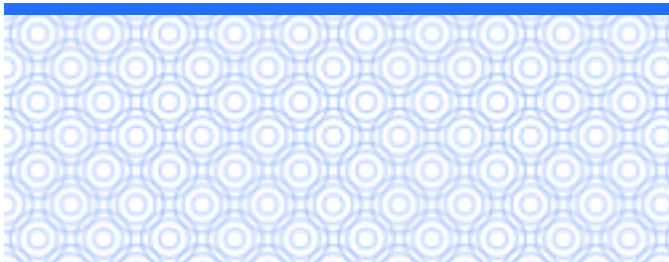
ICSC+CENTERBUILD

November 28, 2023 -

December 1, 2023

Arizona Biltmore

Phoenix, Arizona, United
States



Avoid Harsh Fines: Reporting Rules Effective...

November 29, 2023

Virtual



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 5, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Big Belly Solar, LLC in an amount not to exceed \$225,000.00 to purchase trash receptacles for the Downtown Renovation Project.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager To approve a purchase order with Big Belly Solar, LLC, in an amount not to exceed \$225,000.00 to purchase trash receptacles for the Downtown Renovation Project, and
- 2) Find that this Project is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been 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 that 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 Downtown Renovation Project is anticipated to begin construction in January 2024. A requirement of our grant funding was to utilize compacting bins as part of the Project Scope. After many months of research and speaking with manufacturers, Staff selected Big Belly Solar, LLC as the most viable option due to their responsive customer service, timely delivery schedule outlook, and various positive reviews from other cities that have utilized their products.

In all, we plan for the replacement and installation of 43 trash cans in the downtown area on 7th Street between G Street and D Street. Included in the count of 43 are 17 trash, 17

recycle, and 9 organics cans to be placed in various locations within the project area. Per manufacturer guidance, the Recycle and Trash receptacles will be compacting while the Organics cans are non-compacting.

In addition to the compacting feature of the trash and recycle cans, all of the cans (including organics) have "Smart" features that will allow Staff to monitor the fill level of the cans. The software will also notify users as the cans reach a near-filled level so Staff can promptly empty the cans as needed.

Included in the attached quote are the cans themselves, five years of warranty coverage, five years of the "Smart" software license, and a large supply of liner bags.

Staff has utilized a Statewide Contract FAC113 from which the Department of Environmental Protection awarded the procurement of recycling containers, compost bins, and rain barrels to various firms at negotiated rates (Big Belly, LLC being one of them) to get a cost proposal from Big Belly, LLC on these items for a quoted amount of \$223,359.48. Staff is requesting that the amount of \$225,000 be approved to cover shipping and unforeseen costs related to the purchase.

Fiscal Impact:

The total approved Project Budget for the Downtown Renovation Project (#22012) is \$6,656,265. Currently, the budget has \$6,208,634.19 remaining. After this purchase in the amount of \$225,000, the balance will be \$5,983,634.19.

Attachments:

1. Big Belly Sample
2. Resolution
3. Quote

Bigbelly Smart Max

Built on Bigbelly's fundamentally better bin, the Smart Max is a 150-gallon (570 L) capacity, compacting bin that is CLEAN™ connected - ideal for geographically spread-out deployments, or where collections reduction is important. The Smart Max can be deployed standalone or in combination with any other Bigbelly bin type to form a multi-stream kiosk.

With its fully-enclosed Hopper disposal interface, the Smart Max is uniquely equipped to keep waste contained and out of sight, even from trash pickers. The integrated compactor provides 5-10x greater capacity compared to traditional waste bins and is designed for high-waste volume locations.

The Smart Max is equipped with sensors that monitor and report fullness level, collection activity, bin status, and GPS location. All information is communicated to Bigbelly's CLEAN™ Management Console and CLEAN™ Mobile, enabling streamlined and measurable waste management operations. The built-in LEDs on the front of the bin also indicate fullness status. The bin can be solar-powered for outdoor use or AC-powered for indoor use.

Waste Interfaces and Streams

Hopper, Chute, or Open Disposal Interface
Waste, Single-Stream Recycling, or Compost

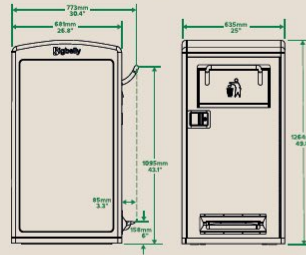


Hopper Disposal Interface
with Foot Pedal



Chute Disposal Interface
with Foot Pedal

Technical Specifications



Overall Machine Dimensions

- Height: 49.8" (1264 mm)
- Width: 25" (635 mm)
- Depth: 26.8" (681 mm)
- Handle Height (ADA Compliant): 43.1" (1095 mm)
- Weight: 270 lbs (122 kg)
- Shipping weight: 300 lbs (136.08 kg)
- Bin Volume (Hopper or Chute): 32 gal (120 L) compacted trash; approx. 150 gal (568 L) uncompacted trash.
- Bin Dimension: 24" x 20.4" x 21.65" (609 mm x 518 mm x 549 mm)

Disposal Interface Dimensions

- Hopper Opening: 16.5"W x 5"H x 8"D (419 mm x 127 mm x 203 mm)
- Chute Opening: 16"W x 5.5"H x 15"D (406 mm x 140 mm x 381 mm)

Bigbelly



Bigbelly Smart Max

FULLY ENCLOSED

CLEAN™ CONNECTED

FULLNESS INDICATOR

5X COMPACTOR

Technical Specifications - Continued

Bigbelly Smart Max Features

- Bigbelly's fully-enclosed Hopper disposal interface, standard on Smart Max bins, eliminates visible waste, rat and pest access, windblown litter, and prevents strewn litter caused by trash picking. The Hopper incorporates a 70° dump angle which reduces waste disposal jams.
- Fully-automated and microprocessor-controlled, the Smart Max communicates its information and status to Bigbelly's CLEAN™ Management Console and CLEAN™ Mobile via a built-in telecom data link.
- Embedded sensors detect fullness level, overflows, Hopper activity, and front door openings. The bin's location is established and monitored by onboard GPS.
- LED indicators on the front of the Smart Max display readiness to collect status (fullness level or age of waste), machine status, and error codes.
- Unique built-in compaction technology delivers 5-10x compaction ratio due to superior compaction penetration (ram travels to 9" from bottom of bin).
- The integrated Foot Pedal provides hands-free use.

Safety Features

- CE marked
- Hopper disposal interface provides a physical barrier between the user and the compacting mechanism
- Soft-open Hopper response with use of Foot Pedal
- Interlocked access doors protect users and service personnel
- Collection door automatically locks when closed
- No pinch points, sharp edges or corners

Durability

- Weather-resistant, UV-stabilized polyester powder-coat finish on all exterior parts
- Electronic components temperature range of -40°F to +185°F (-40°C to +85°C)
- Fully weatherized; in the event of a flood, the bin can withstand:
 - Up to 20" (508 mm) of water without harming the electronics
 - Up to 36" (915 mm) of water with only minor damage to electronics

Materials

- RoHS compliant
- Galvanized sheet metal steel interior and exterior construction
- Heavy-duty, recycled plastic side panels for dent and scratch resistance
- Leak-proof interior bin made of low-density polyethylene (LDPE) plastic

Power and Electronics

- Average operation uses less than 3 Wh energy per day, ensuring performance in any location, including in shade and under cloud cover
- Patented Skip-a-Cycle™ energy management technology protects against battery damage
- 28 Ah sealed lead acid, maintenance-free, extended life battery with insulation for optimized performance (average lifespan 5-8 years)
- Solar panel (up to 40 W)
- Solar panel protected by polycarbonate bubble
- Self-powered unit requires no wiring

Options and Accessories

- Chute disposal interface
- Custom Graphic Wraps, Message Panels, and Stickers
- Wheeled Interior Lift Bin (bar and comb styles)
- AC Adapter for indoor use
- Bigbelly ACS (Access Control System) for keyless access control
- Ashtray and Stub-out Plates
- Remote Lock for Chute disposal interface
- Security Management System with Physical Plates
- Odor Mask



RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER WITH BIG BELLY SOLAR, LLC, IN AN AMOUNT NOT TO EXCEED \$225,000.00 TO PURCHASE TRASH RECEPTACLES FOR THE DOWNTOWN RENOVATION PROJECT.

WHEREAS, the City wishes to purchase 43 trash receptacles from Big Belly Solar, LLC; and,

WHEREAS a quote for this equipment in the amount of \$223,359.48 was received from Big Belly Solar, LLC; and,

WHEREAS, the purchase of this equipment will be funded as part of Project 22012; 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 a purchase order with Big Belly Solar, LLC, pursuant to the quotation attached hereto as Exhibit "A" and in an amount not to exceed \$225,000.00 to cover shipping and unforeseen costs related to purchase the trash receptacles for the Downtown Renovation Project.

-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 December 5, 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



All Together Better

EXHIBIT "A"

November 10, 2023
Quote Number: Q42910-2
RG / RG

Prices valid for 60 days from the above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Rafael Garcia Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 (661) 600-5587 rgarcia@bigbelly.com	City of Wasco 746 8th St Wasco, CA 93280	City of Wasco ,

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
8	Smart Max Double Station with Hoppers, Foot Pedals, Bar-Style Lift Bins, Installation, Five Year Warranty, and Five Year CLEAN Software	\$80,752.64
9	Smart Max/Smart Max/Smart Triple Station with Hoppers, Chute, Foot Pedals, Bar-Style Lift Bins, Installation, Five Year Warranty, and Five Year CLEAN Software	\$116,949.69
17	Compactor Waste Liner Bags (box of 50)	\$785.40
17	Bigbelly Clear Compactor Liners Bags (Box of 50)	\$1,271.60

Station pricing includes 5% volume discount based on quantity 43 component

MA State FAC113 Contract Pricing

Shipping & Handling (one time): \$7,120.00
Estimated 8.25% Sales Tax (one time): \$16,480.15

Purchase Option

Total System Cost: \$206,879.33 USD
Total System Cost w/ Estimated Tax: \$223,359.48 USD

Sincerely, Rafael Garcia
Bigbelly Solar, LLC

ACH Transfer Info: Cambridge Savings Bank ▪ Acct Name: Big Belly Solar, LLC ▪ Account # 11728865 ▪ Routing # 211371120

Wire Transfer Info: Citibank ▪ Acct Name: Cambridge Savings Bank ▪ Account # 71160000000000093 ▪ Routing # 031100209 ▪ Int'l Swift # CITIUS33

Please include in wire payment notes: For Further Credit to 11728865, Big Belly Solar, LLC

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.



All Together Better

November 10, 2023
Quote Number: Q42910-2
RG / RG

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____

TERMS AND CONDITIONS OF SALE
Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Standard Limited Warranty.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A

ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 5, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to issue a Task Order #24 to Agreement No. 2020-008 with BHT Engineering for design and engineering services for the 8th Street & Highway 43 HSIP Cycle 11 Pedestrian Crossing Improvement Project in an amount not to exceed \$44,925.00 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.00.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to issue a task order #24 to Agreement No. 2020-008 with BHT Engineering for design and engineering services for the 8th Street & HWY 43 HSIP Cycle 11 Pedestrian Crossing Improvement Project in an amount not to exceed \$44,925.00 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.00, and
- 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 has received Federal funding to improve the pedestrian crossing at 8th Street and Highway 43 utilizing Rectangular Rapid-Flashing Beacons (RRFB), bulb-outs, ADA ramps, advance STOP or YIELD markings, and other enhanced safety techniques.

This Project is identified in the approved 2023/2024 Capital Improvement Program under Project No. 24003. This design is the first step in the implementation of the Project. Caltrans has authorized us to move forward with the design phase by allocating the awarded funds as of August 31, 2023.

Due to existing safety concerns at this highly utilized intersection, Staff is making this Project a high priority.

Fiscal Impact:

The City budgeted \$50,000.00 for design. The not-to-exceed price of \$44,925.00 leaves us within budget.

	Project Costs by Phase						Total
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design		50,000					50,000
Construction		257,379					257,379
Construction Management		15,000					15,000
Equipment Acquisition							-
Costs Incurred to Date							-
Total	-	322,379	-	-	-	-	322,379

Project Funding Sources

Application ID H11-06-030	Project Funding Sources						Total
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	
HSIP		249,990					249,990
TDA		32,389					32,389
Caltrans Contribution		40,000					40,000
Total	-	322,379	-	-	-	-	322,379

Project Effect on the Operating Budget: Ongoing maintenance of striping and flashing lights. Utility cost for lights.

Attachments:

1. Agreement No. 2020-008
2. Resolution
3. Task Order #24
4. Exhibit A
5. BHT Cost Proposal

ENGINEERING SERVICES AGREEMENT 2020-008

THIS AGREEMENT made this 18th day of February 2020, by and between the CITY OF WASCO, a municipal corporation (the "City") and BHT ENGINEERING, INC., a California Corporation (the "Engineer"),

WITNESSETH:

WHEREAS, City desires to retain Engineer to act in the capacity of City Engineer and to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Engineer is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. City hereby hires Engineer to provide the Services under the terms and conditions described hereinafter and Engineer is agreeable thereto. During the term of this Agreement, Engineer shall serve at the pleasure of the City Manager or his designee.

2. Except as described herein, the term of this Agreement shall be for two years from the date hereof (the "Term"). The City shall have the option (the "Option") to extend the Term for one year under the same terms and conditions as described herein. If City wishes to exercise the Option, City shall provide written notice to Engineer prior to expiration of the Term. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Engineer shall be entitled to payment under the terms of this Agreement for the work completed by Engineer to the reasonable satisfaction of City prior to the date of termination.

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

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

4. Engineer represents and warrants that Engineer has professional errors and omissions insurance coverage in amounts not less than \$1 million per claim. Engineer represents and warrants that Engineer has comprehensive general liability insurance in the amount of \$1,000,000 per occurrence. Engineer shall name City, its officers, council members, and employees as additional insureds on its comprehensive general liability insurance policy which shall be primary to any general liability insurance policy or joint powers coverage maintained by City and City's policy or coverage shall be noncontributory. Engineer's insurer shall provide City with at least ten days prior notice of termination or reduction in coverage.

5. Engineer shall not provide engineering services within City to any entity or individual other than City without the prior written consent of the City Council, which consent can be given or denied in City's sole discretion.

6. Information, data, plans and specifications, and all other documents (the "Records") prepared by Engineer or others for City or on behalf of City pertaining to or relating in any way to any Services shall belong to City and Engineer hereby transfers its copyright to same to City. Engineer shall retain the Records for City in its office in Bakersfield, California at no additional cost to City and shall promptly deliver those requested by City digitally, manually or hand carried when requested. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City.

7. All notices to be given under this Agreement or by law shall be in writing and shall be deemed served when personally delivered or when sent by confirmed facsimile or electronic mail ("email") or upon mailing in the United States mail, postage prepaid, certified, return receipt requested with the date of signing the return receipt (or refusal to do so) as the date of service or 72 hours after deposited in the United States mail postage prepaid or upon delivery by a recognized overnight courier as follows: if to City - City Manager, 764 E Street Wasco, CA. 93280 Fax - (661) 758-1728, email: daortiz@ci.wasco.ca.us; or if to Engineer - Juan M. Pantoja, 218 South H Street, Suite 201 Bakersfield, California 93304, Fax - (661) 558-4642, email: juan@bhtengineering.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

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

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

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

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

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

13. This Agreement may be executed in counterparts, and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated agreement which is as fully effective and binding as if the entire document had been signed at one time. An electronic or facsimile copy of this executed Agreement shall be as effective as the original for all purposes.

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

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

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

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

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

19. (a) Engineer hereby agrees to indemnify, defend, and hold harmless City and its agents, officers, Councilmembers, directors, employees, representatives and/or affiliates against any and all claims, demands, liabilities, damages or injury to any person, or damage or loss of any property, including, without limitation, attorney's fees and costs, arising from or relating to, either directly or indirectly, any act or omission of Engineer, its subcontractors, officers, agents, employees, representative and/ or affiliates while performing services pursuant to this Agreement.

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

20. Engineer's relationship to the City is that of independent contractor. Except as restricted under Paragraph 5 of this Agreement, Engineer may perform such other services for such other clients and devote as much time and attention to same as is not in contravention of the terms of this Agreement. Engineer is not an employee of City and is not entitled to participate in any plans, arrangements, or distributions that City may now or hereafter have, including, without limitation, any retirement plan, health care or similar benefits for regular employees.

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


TEOFILO CORTEZ, JR., Mayor, City
of Wasco, California

BHT ENGINEERING, INC., a California
Corporation

By: 
Juan M. Pantoja, Principal/CEO

EXHIBIT "A"
[Scope of Services]

SCOPE OF WORK

The City of Wasco is seeking a Statement of Qualifications from qualified engineering firms to provide professional engineering services regarding the design or review of City projects (including public works facilities and development) for a period of two (2) years with an option to extend the contract for one (1) additional one-year period. The services may include, but are not limited to:

- Review development plans and specifications, preliminary plans, final plans and construction drawings for both developer and City constructed public and private infrastructure;
- Serve as the City's representative during the review, plan approval, construction management and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site-specific developments;
- Sign and stamp subdivision maps and exhibits on behalf, including parcel maps, final maps, lot line adjustments and lot mergers;
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices;
- Perform periodic field inspections and serve as resident engineer for infrastructure construction projects as needed.
- Review final submitted construction plans prepared by other professionals and after review and acceptance, stamp and sign the drawings as "Approved for construction" by the City Engineer;
- Provide detailed design and construction specifications for successful bidding and construction coordination of City infrastructure improvement and maintenance projects, including a pre-bid Engineer's Estimate;
- Attend and provide technical and engineering support for projects at pre-bid meetings.
- Review bid proposals and costs received by the City and provide award recommendations;
- Suggest and comment on engineering related issues regarding ordinance modifications, public works design standards and construction specification and modifications;
- Review legal descriptions, subdivision maps, records of survey, boundary line adjustments, and other parcel boundary changes;
- Assist with the development of a Capital Improvement Program (CIP) for City infrastructure and routine updates to the CIP;

- Provide support in storm water management, transportation engineering, sanitary and storm sewer design, water treatment and wastewater treatment, topographic and boundary surveys, review and preparation of residential, commercial and industrial site plans, topographic and boundary survey as needed;
- Develop engineering studies, preliminary designs and cost estimates in support of City grant applications.
- Provide preparation and update of Community Facilities Districts (CFD's) services associated with grant applications, design services for Local, State and Federally funded transportation projects through Caltrans and or Kern Council of Governments, construction management and required engineering reports and updates;
- Develop and update Engineering Reports and Assessments associated with Landscape and Lighting Maintenance Districts
- Assist and/or perform utility rate and development impact fee studies as requested by the City
- Perform additional basic engineering and special services as requested by the City.
- Present technical information and respond to questions relating to projects, studies and miscellaneous tasks being performed for the City at public meetings.

EXHIBIT "B"

BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management

218 S. "H" Street, Ste. 201

Bakersfield, CA 93304

(661) 558-4641

EFFECTIVE – January 2020

CITY OF WASCO

SCHEDULE OF HOURLY BILLING RATES

<u>Personnel</u>	<u>Rate</u>
Principal Engineer/Engineering Administrator	\$155.00 per hour
Senior Civil Engineer	\$140.00 per hour
Senior Project Manager	\$130.00 per hour
Assistant Project Manager	\$105.00 per hour
CAD Drafter III	\$105.00 per hour
Administrative Assistant/Clerical	\$ 60.00 per hour
<u>Field Work – Prevailing Wage Rates</u>	
Construction Inspector	\$145.00 per hour
Chief of Party	\$145.00 per hour
Instrument Man	\$135.00 per hour
<u>Equipment & Materials</u>	
Total Station/GPS	(included in above rates)
Computer Equipment/Software	(included in above rates)
Mileage	\$ 0.60 per mile
Materials and Copies Required for the Execution of the Work	At Cost (No Mark-up)

NOTE: These fees subject to 50% surcharge for any work performed during overtime hours.

RESOLUTION NO. 2020 - 3451

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO RATIFYING THE CITY
MANAGER'S AUTHORIZATION TO PAY BHT ENGINEERING, INC. FOR SERVICES
PROVIDED TO ENSURE COMPLIANCE WITH WATER BOARD**

WHEREAS, the City wishes to ensure compliance with the State Water Board Municipal Separate Storm Sewer Systems permit requirements; and

WHEREAS, the City issued Task Order #1 with the scope of work reflected in Attachment "A" and;

WHEREAS, Task Order #1 was made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, BHT Engineering, Inc. has an existing agreement to provide City Engineering services to the City; and,

WHEREAS, Task Order #1 is governed by and construed in accordance with the laws of the State of California; and,

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

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

SECTION 1: Ratifies the City Manager's authority to endorse Task Order #1 and make current payments for time and materials worked in excess of \$10,000 to BHT Engineering, Inc.

-o0o-

I **HEREBY CERTIFY** that the foregoing Resolution No. 2020 - 3457 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 21, 2020 by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA

AYES:

NOES:

ABSTAIN:

ABSENT:

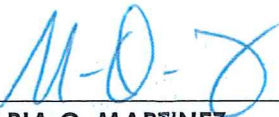
NONE

NONE



TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: April 22, 2020



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



Public Works Department (661) 758-7270 Fax (661) 758-1728
764 E Street, Wasco, CA 93280

TASK ORDER NO. 1 *Agreement No. 2020-008*

BACKGROUND

The City of Wasco is responsible for complying with the State Water Board and EPA by developing and adopting a municipal separate storm sewer system (MS4) management plan. The City of Wasco's previous City Engineer performed some work on ensuring compliance with the MS4 requirements. The City did not completely develop the stormwater management plan.

OBJECTIVES

1. BHT Engineering, Inc. will review the existing work completed on compliance with the EPA and State Water Board MS4 requirements.
2. BHT Engineering, Inc. will provide an overview of the City's current compliance with the EPA and the outstanding items needed.
3. BHT Engineering, Inc. will make recommendations on how to proceed with ensuring compliance.
4. BHT Engineering, Inc. will complete a Stormwater Management Plan for the City of Wasco.

SCOPE OF WORK

BHT Engineering, Inc. will review existing work completed associated with MS4 requirements. BHT Engineering, Inc. will provide recommendations on ensuring the City of Wasco is compliant with all MS4 requirements and will complete a Stormwater Management Plan for the City of Wasco.

DELIVERABLES

1. Stormwater Management Plan
2. Review of existing compliance and recommendations on how to ensure proper compliance is achieved
3. Submission of all necessary documents to State Water Board and EPA

ROLES AND RESPONSIBILITIES

The Project Coordinator for this task order will be the City Projects Manager.

SCHEDULE

BHT Engineering, Inc. shall have 15 days to complete initial review of existing compliance and provide recommendations.

Stormwater Management Plan shall be completed within 90 days.



PAYMENT AND INVOICING PROCEDURES

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

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

Consultant

JUAN M. PANTOJA

Name: Juan M. Pantoja
Title: Principal Engineer

Date: 02/21/2020

Recommended By:

Biridiana Bishop

Biridiana Bishop, Public Works Director

Date: 02/21/2020

City of Wasco

Daniel Ortiz-Hernandez

Daniel Ortiz-Hernandez, City Manager

Date: 2/21/2020



Public Works Department (661) 758-7270 Fax (661) 758-1728
764 E Street, Wasco, CA 93280

TASK ORDER NO. 5

Agreement NO. 2020-008

BACKGROUND

Municipalities around the State receive money from the SB1 Gas Tax to make repairs on their local streets. It is time for the City of Wasco to have the 2019-2020 Project designed. This Project was approved by council under Resolution 2019-3334 on May 7, 2019 and includes roadway rehabilitation on Birch Ave between Hwy. 46 & 6th Street and 2nd, 3rd & 4th Streets between Poplar Ave. & Birch Avenue.

OBJECTIVES

1. BHT Engineering, Inc. will design the Project as outlined in the Project List Resolution approved by City Council. The design will be reviewed by City Staff prior to bidding.
2. BHT Engineering, Inc. will assist with Submittal Review & answer RFI's throughout the Project Construction Phase.

SCOPE OF WORK

BHT Engineering, Inc. will create plans and specs for the scope of work approved by City Council and assist with Submittal Review and RFI's throughout the Project Construction Phase.

DELIVERABLES

1. Plans & Specifications

ROLES AND RESPONSIBILITIES

The Project Coordinator for this task order will be Kameron Arnold.

SCHEDULE

BHT Engineering, Inc. shall have until June 30, 2020 to complete the design work for this Project.

PAYMENT AND INVOICING PROCEDURES

Engineer shall receive payment for all Services performed by Engineer hereunder based on "Time and Materials" in an amount not to exceed \$39,770.00. As used in Agreement executed on February 18, 2020, Time and Materials shall mean the number of hours devoted by Engineer to such Services charged at the rate set forth in the Billing Rate Schedule attached to the Agreement dated February 18, 2020 as Exhibit "B" and by this reference made a part hereof. Engineer shall bill City no more often than monthly by invoice for the Services. The



invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees performing the Services, and the number of hours expended.

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

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

Consultant

JUAN M. PANTOJA

Name:

Title:

Date: 4/13/20

Recommended By:

Biridiana Bishop

Biridiana Bishop, Public Works Director

Date: 4/15/2020

City of Wasco

Daniel Ortiz-Hernandez

Daniel Ortiz-Hernandez, City Manager

Date: 4/24/2020

RESOLUTION NO. 2020 - **3424**

**A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING THE AGREEMENT WITH
BHT ENGINEERING, INC.**

WHEREAS, the City wishes to contract with BHT Engineering, Inc. to act as the City Engineer by providing professional engineering services; and

WHEREAS, the services provided are described in the agreement, attached as Exhibit "A"; and

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

WHEREAS, BHT Engineering, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

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

SECTION 1: Approves the agreement with BHT Engineering, Inc.

SECTION 2: Authorizes the Mayor and the City Clerk to endorse the agreement.

-oOo-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 - 3424 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 18, 2020 by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA

AYES:

NOES:

ABSTAIN:

ABSENT:

NONE

NONE

NONE


TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:


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

RESOLUTION NO. 2020 - 3448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE TASK ORDER #5 WITH BHT ENGINEERING, INC.

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

WHEREAS, the City wishes to procure BHT Engineering, Inc. to perform the tasks described in Task Order #5 attached as Exhibit "A"; and

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

WHEREAS, Dee Jaspar and Associates, Inc. and the City each acknowledge that each party have reviewed the task order; and,

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

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

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

SECTION 1: Approves Task Order #5 with BHT Engineering, Inc.

SECTION 2: Authorizes the City Manager to endorse Task Order #5.

-oOo-

I **HEREBY CERTIFY** that the foregoing Resolution No. 2020 - 3448 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 21, 2020 by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA

AYES:

NOES:

ABSTAIN:


ABSENT:

NONE

NONE


TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: April 22, 2020


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

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A TASK ORDER #24 TO AGREEMENT NO. 2020-008 WITH BHT ENGINEERING FOR DESIGN AND ENGINEERING SERVICES FOR THE 8TH STREET & HWY 43 HSIP CYCLE 11 PEDESTRIAN CROSSING IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$44,925.00 AND ALLOWING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$5,000.00.

WHEREAS, The City of Wasco has received HSIP Grant Funding to make intersection improvements at the intersection of 8th Street & HWY 43; and,

WHEREAS, The City of Wasco wishes to approve task order #24 to Agreement No. 2020-0080 with BHT Engineering for design services and,

WHEREAS, The City's cost for the services is in an amount not to exceed \$44,925.00.

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

SECTION 1: Authorizing the City Manager or designee to issue a task order #24 to Agreement No. 2020-008 with BHT Engineering for design and engineering services for the 8th Street & HWY 43 HSIP Cycle 11 Pedestrian Crossing Improvement Project in an amount not to exceed \$44,925.00.

SECTION 2: Authorizes the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 5, 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



TASK ORDER NO. 24 TO AGREEMENT NO. 2020-008

BACKGROUND

The City has received Federal funding to improve the pedestrian crossing at 8th Street and Highway 43 utilizing Rectangular Rapid-Flashing Beacons (RRFB), bulb-outs, ADA ramps, advance STOP or YIELD markings, and other enhanced safety techniques.

This Project is identified in the approved 2023/2024 Capital Improvement Program under Project No. 24003. This design is the first step in the implementation of the Project. Caltrans has authorized us to move forward with the design phase by allocating the awarded funds as of August 31, 2023.

Due to existing safety concerns at this highly utilized intersection, Staff is making this Project a high priority.

OBJECTIVES

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

SCOPE OF WORK

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

DELIVERABLES

1. Plans and Specifications.

ROLES AND RESPONSIBILITIES

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

SCHEDULE

BHT Engineering, Inc. will have until June 30, 2024, to have prepared all of the deliverables.

PAYMENT AND INVOICING PROCEDURES

The total cost for this Design is not to exceed \$44,925.00

Engineer shall receive payment for all Services performed by Engineer hereunder based on "Time and Materials." Time and Materials shall mean the number of

hours devoted by Engineer to such Services charged at the rate set forth in the Billing Rate Schedule attached as **Exhibit "A"** and by this reference made a part hereof. Engineer shall bill City no more often than monthly by invoice for the Services. The invoices shall contain a description of Services performed during the period referred to in the invoice, the names of the employees performing the Services, and the number of hours expended. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

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

Consultant

Name: Juan Pantoja
Title:

Date: _____

City of Wasco

Luis Villa, Public Works Director

Date: _____

BHT ENGINEERING, INC.

Civil Engineering, Building Design & Construction Management
DBE Firm ID#46277

218 S. "H" Street, Ste. 201
Bakersfield, CA 93304
(661) 558-4641

EFFECTIVE – November 2023

CITY OF WASCO

SCHEDULE OF HOURLY BILLING RATES

Personnel

Rate

Principal Engineer/Engineering Administrator	\$190.00 per hour
Senior Civil Engineer	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Assistant Project Manager	\$110.00 per hour
Senior CAD Designer	\$125.00 per hour
Administrative Assistant/Clerical	\$ 65.00 per hour
Senior Construction Manager	\$165.00 per hour

Field Work – Prevailing Wage Rates

Construction Inspector/ Resident Engineer	\$155.00 per hour
2-Person Survey Crew	\$300.00 per hour
1-Person Survey Crew	\$200.00 per hour

Miscellaneous

Mileage	\$ 0.65 per mile
Materials and Copies Required for the Execution of the Work	At Cost (No Mark-up)
Outside services	At Fee + 15%

NOTE: These fees subject to 50% surcharge for any work performed during overtime hours.

November 21, 2023
COST PROPOSAL
FOR PRELIMINARY ENGINEERING
City of Wasco - HSIP Cycle 11 - Pedestrian Crossing Improvements
Intersection of Hwy 43 and 8th Street

Install Rectangular Rapid-Flashing Beacon (RRFB), bulb-outs, ADA ramps, Advance STOP or YIELD markings and traffic signs, crosswalk visibility enhancements, stripe and pavement markings at uncontrolled location with enhanced safety.

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
Project Management/Internal Team Coordination				
Coordinate with City Staff for project's concept and direction. Schedule meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City, and preparing various submissions for the City to submit to Caltrans Local Assistance. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	Principal Engineer	2	\$ 190.00	\$ 380.00
	Sr. Civil Engineer	10	\$ 165.00	\$ 1,650.00
	Sr. Proj. Manager	5	\$ 155.00	\$ 775.00
	Assist. Proj. Mngr.	6	\$ 110.00	\$ 660.00
	Clerical	10	\$ 65.00	\$ 650.00
Topographic Survey and Mapping				
Wiley Hughes Surveying will perform field surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance, including data records search to determine existing right-of-way. Review aerial photos, perform utility survey and prepare findings and Basic topographic mapping. It is anticipated that all construction work will occur within existing right-of-way.	Sr. Civil Engineer	6	\$ 165.00	\$ 990.00
	Sub-Consultant	Lump Sum		\$ 7,100.00
Prepare Project Plans, Specifications, Estimates, Bid Preparation				
Perform preliminary and final project design: geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, ADA access ramps, street signage, street striping/markings improvements, etc. The design team will prepare the project plans, specifications, and cost estimate. Technical specifications will conform to Caltrans 2018 standard specification.	Principal Engineer	2	\$ 190.00	\$ 380.00
	Sr. Civil Engineer	80	\$ 165.00	\$ 13,200.00
	Sr. Proj. Manager	30	\$ 155.00	\$ 4,650.00
	Assist. Proj. Mngr. / CAD Drafter	40	\$ 110.00	\$ 4,400.00
	Clerical	10	\$ 65.00	\$ 650.00
Utility Coordination				
Prepare and submit letters to request as built information from utility facility owners and provide notification of upcoming work. We will coordinate and attend a field meeting to meet with affected utility companies if needed to go over the proposed project and discuss potential relocation strategies.	Sr. Civil Engineer	10	\$ 165.00	\$ 1,650.00
	Sr. Proj. Manager	6	\$ 155.00	\$ 930.00
	Assist. Proj. Manager	4	\$ 110.00	\$ 440.00
	Clerical	2	\$ 65.00	\$ 130.00
Caltrans Encroachment Permit				
Prepare and submit Encroachment Permit paperwork to Caltrans. Coordination for approval.	Sr. Civil Engineer	8	\$ 165.00	\$ 1,320.00
	Assist. Proj. Mngr.	4	\$ 110.00	\$ 440.00
	Clerical	2	\$ 65.00	\$ 130.00
Bidding and Award of Project				
Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal. City Staff will be responsible for log in, open and retain received bids.	Principal Engineer	2	\$ 190.00	\$ 380.00
	Sr. Civil Engineer	18	\$ 165.00	\$ 2,970.00
	Assist. Proj. Mngr.	6	\$ 110.00	\$ 660.00
	Clerical	2	\$ 65.00	\$ 130.00
Mileage - 62 miles round trip x 6 trips = 372 miles + mileage around town	Milage	400	\$ 0.65	\$ 260.00
Total (not to exceed) =				\$ 44,925.00

NOTES:

- This total estimated time is considered a maximum amount based on scope of work. Scope of work changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.
- The work as described in this Proposal shall be completed by June 30, 2024, or within 6 months from authorization to begin (whichever comes last). - pending Caltrans responsiveness. This timeline may be extended.

Not Included In this Proposal:

- Preliminary Soils/Pavement Recommendation - Not Included in this proposal
- Advertisement and Processing Costs - by City
- CEQA Environmental Clearance - by City.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 5, 2023

SUBJECT: Adopt a Resolution approving Parcel Map 12490 and authorizing the City Clerk to endorse the map.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution approving Parcel Map 12490 and authorizing the City Clerk to endorse the map, and
- 2) Find that this Project is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore not subject to review under CEQA.

Environmental Review:

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been 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 that 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 Developer CVP-WASCO CA, LLC has submitted Parcel Map No. 12490 for the City Council's Approval. This parcel map has no improvements within the City Right of Way but does have improvements within Caltrans Right of Way.

At this time, the improvements within Caltrans Right of Way are on hold due to a utility delay, but the City has ensured that the remaining work is bonded for. The Caltrans encroachment permit and bonding information can be found as an attachment.

The City Engineer and Surveyor have reviewed the Parcel Map and find that it is in conformance with the Subdivision Map Act. The Developer has paid all necessary fees.

Prior to recordation, Staff will ensure that the Tax estimate, Tax certificate and Title Guarantee have been received.

Fiscal Impact:

None.

Attachments:

1. Caltrans Encroachment Permit / Bonding
2. Resolution
3. Parcel Map

ENCROACHMENT PERMIT

TR-0120 (REV 09/2022)

Permit No.
06-22-6-CD-1227In compliance with your application of September 21, 2022Dist/Co/Rte/PM
06/KER/46/PM 50.27

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☒ Utility Work Order #: SPR 21-000436 Grocery Outlet - Wasco

Permit Approval Date
October 17, 2022

Performance Bond Amount (1)	Payment Bond Amount (2)
\$55,016	\$110,031

Bond Company
The Hanover Insurance Company

Bond Number (1)	Bond Number (2)
1980516	1980516

TO: Wasco GO, LLC
7480 N. Palm #101
Fresno, CA 93711

_____, **PERMITEE**

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Enter upon State Right of Way of State Route 46 in Kern County at/from Post Mile 50.273 work shall include the following: perform cold planning, paving reconstruction, concrete work for sidewalks, curbs, gutter and ADA ramp, drive approach and storm drain system for the "Grocery Outlet Store" in Wasco Ca. All work within the State Right of Way shall be done in accordance with current State Standard Plans and Specifications, 2014 California MUTCD, all General, Special, District Provisions, and per attached accepted plans. NOTIFICATIONS: Unless waived by the Caltrans Inspector, a preconstruction meeting is required. Notify Caltrans Inspector Zaldy Alora at (661) 333-9254 (cell) at least seven (7) working days before starting work in the State Right of Way. Notify Caltrans Electrical Supervisor Todd King at (661) 391-3818 (cell) at least ten (10) working days before excavating to request location and marking of Caltrans underground facilities and provide requirements for protection of underground signal and lighting circuits. Contact USA [Underground Service Alert] at 811. USA does not locate Caltrans facilities.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions
- ☐ YES ☒ NO Utility Maintenance Provisions
- ☒ YES ☐ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. NA
- ☒ YES ☐ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☒ YES ☐ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☒ YES ☐ NO Review
- ☒ YES ☐ NO Inspection
- ☒ YES Field Work
(if any Caltrans effort expended)

- ☒ YES ☐ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before August 1, 2023

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:
 #1: TODD J KING
 #2: JOEL S MARTIN
 #3:
 #4:

APPROVED:

Diana Gomez

_____, District Director

BY:

KEVIN H MURAI



_____, District Permit Engineer

PERMITTEE: Wasco GO. LLC-Attn: John Lee
AUTHORIZING AGENT: Lore Engineering, Inc.-Attn: Hal Lore
PERMIT No.: 0622-6CD-1227
DATE: October 17, 2022

GENERAL PROVISIONS: The work included in this permit shall be accomplished in strict accordance with ALL items of the attached "Department of Transportation Encroachment Permit General Provisions TR-0045."

STANDARD PLANS AND SPECIFICATIONS: The use of the wording "Standard Plans" and "Standard Specifications" in this permit refers to the most current editions of State of California, Department of Transportation, "Standard Plans" and "Standard Specifications" and can be accessed by the link on the Department's web page, www.dot.ca.gov.

EXCEPTION: All references to the State of California, Department of Transportation, "Standard Specifications" within this permit **excludes** all sections pertaining to Measurement and Payment.

CONTRACTOR(S)/SUBCONTRACTOR(S) & BONDS:

Contractor Name	Address	Telephone Number	Contact Name
Tilton Pacific Construction, Inc. (No C-31 under their License)	595 Menlo Dr Rocklin CA 95765	(916) 672-7418	Renee Kelley Email: rkelly@tiltonpacific.com
REFER TO ATTACHED LIST.			

Any contractor(s) or subcontractor(s), not listed on this Permit or on the Approved Contractors list are required to apply for and obtain a separate Caltrans Encroachment Permit (Double Permit) prior to starting work in the State right-of-way. A Double Permit will be issue upon receipt and acceptance of the following items:

- 1) A "complete" and "signed" **Standard Encroachment Permit Application (Form TR-0100)**. The Standard Encroachment Permit Application can be sent electronically to District6EncroachmentPermits@dot.ca.gov or mailed to the Fresno Permits Office, 1352 West Olive Avenue, Fresno, CA 93728. Out of date copies of the permit application form will not be accepted. The latest version of this form is available online at: <https://dot.ca.gov/programs/traffic-operations/ep/applications>
- 2) A fee/deposit of \$840.00 for Permit review/preparation.
- 3) The Permittee's contractor shall submit traffic control and pedestrian handling plan(s) to Caltrans District 6 Permits South Branch for review and approval before start of construction. **The Plan(s) must be stamped and signed by a Registered Engineer.**
- 4) List of all subcontractors (i.e., **Company Name** and **Address, Contact Person** and **Phone Number**) working on this project. Any subcontractor(s), if not named on this permit, are required to apply for and obtain a separate Caltrans encroachment permit (Double Permit) prior to starting work in the State right-of-way. Prior to the issuance of the Double Permit, the subcontractor shall pay the permit processing review fee (\$840.00). The Standard Encroachment Permit Application can be sent electronically to District6EncroachmentPermits@dot.ca.gov or mailed to the Fresno Permits Office, 1352 West Olive Avenue, Fresno, CA 93728.
- 5) **A Payment Bond# 1980516 for \$110,031.00 has been posted.** Based on the Engineer's cost estimate for work within State Highway right-of-way dated July 29, 2022, a Payment Bond will be required. Form for Payment Bond can be found at: <https://dot.ca.gov/programs/traffic-operations/ep/applications>.
- 6) **A Performance Bond# 1980516 for \$55,016.00 has been posted.** Based on the Engineer's cost estimate for work within State Highway right-of-way dated July 29, 2022, performance Bond will be required. Form for Performance Bond can be found at <https://dot.ca.gov/program s/traffic-operations/ep/applications>.

PERMITTEE: Wasco GO, LLC-Attn: John Lee
AUTHORIZING AGENT: Lore Engineering, Inc.-Attn: Hal Lore
PERMIT No.: 0622-6CD-1227
DATE: October 17, 2022

A traffic control company possessing a current Caltrans District 06 annual "blanket" traffic control permit may place traffic control devices in conventional highway right of way without additional permits or fees.

The PERMITTEE and the PERMITTEE's general contractor shall maintain a copy of this Permit, any double or rider permits, and attachments on site while work is being performed in the State's right of way. **Failure to present these documents to authorized State representatives is grounds for suspension of this Permit.**

HAZARDOUS MATERIALS and HAZARDOUS WASTE MANAGMENT: All construction/materials/water/ excess soils resulting from the proposed work shall be handled per attached "State of California - Department of Transportation Hazardous Materials and Hazardous Waste Management Special Provisions TR-0408".

SAFETY CLOTHING: All personnel working within the State right of way shall wear protective safety clothing approved by the new ANSI guidelines.

PEDESTRIAN SAFETY: Unobstructed access shall be provided continuously to pedestrian traffic. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Pedestrian detours, protective barricades, fencing, handrails and/or bridges, together with warning and guidance devices and signs shall be used as necessary to provide a safe and well-defined passageway for pedestrians, especially blind and other physically handicapped.

AMERICAN DISABILITIES ACT (ADA): Any existing ADA curb ramp return within the State's right of way damaged/disturbed during construction shall be brought to current State Standards as directed by the Caltrans Inspector. Permittee or Contractor shall remain responsible for all ADA compliance, including, but not limited to, the restoration of damaged sidewalk or driveway approach panels.

TRAFFIC CONTROL AND LANE/SHOULDER CLOSURES: Work requiring traffic control and lane/shoulder closures shall be conducted between 9:00 am and 3:00 pm, Monday through Friday or as otherwise authorized per attached Lane Requirements Chart(s) (LRC(s)) for allowed days and times. Note the legend and remarks also. The PERMITTEE SHALL provide at least one paved traffic lane open in each direction of travel. The maximum permitted length of closure is one (1) mile. No more than one closure shall be allowed within any five (5) miles segment per direction of closure. Lane closures are allowed only when Contractor operations are actively in progress. Lane closures are not permitted during non-working hours. No two consecutive intersections shall be completely closed at the same time. Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, shall require closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, shall require closing of that shoulder.

The PERMITTEE shall notify the Caltrans inspector and obtain approval of, all traffic control, lane closures or detours, **at least seven (7) WORKING DAYS** prior to setting up of any traffic control.

Lane and shoulder closures shall be conducted in accordance with the applicable portions from the "California Manual on Uniform Traffic Control Devices (CA MUTCD) for Streets and Highways (2014)" and the latest editions of the "State of California Department of Transportation Standard Plans and Specifications". The California MUTCD can be found at the following link:
<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/index.htm>

Notification of temporary lane/shoulder closures or traffic detours shall be emailed **WEEKLY** to the District 6 Lane Closure Manager (LCM), D6Permit.LCS@dot.ca.gov and Caltrans inspector, for

consideration, using the attached District 6 **Closure Request Form (CRF)** with Permit No. **0622-6CD-1227** referenced.

Notification shall be made by Monday, 5:00 PM, the week prior to the proposed closure.

If the request is approved, you will receive the required **Closure ID Numbers to be called in**, on the date(s) of the closure, to the District TMC @ **(559)445-6166**. The following Codes shall be used when reporting the intended closure status to the TMC:

For a stationary closure on a traffic lane, use code:

1. “**10-97**” immediately **before** you place the 1st cone on the traffic lane
2. “**10-98**” immediately **after** you remove all the cones from the traffic lane

For a stationary closure on the shoulder, use code:

1. “**10-97**” immediately **before** you place the 1st cone after the last advance warning sign
2. “**10-98**” immediately **after** you remove the last cone before the advance warning signs

Use “**10-22**” code: to **CANCEL** an Approved Closure.

If the request is rejected, the PERMITTEE will be notified. PERMITTEE may clarify, revise and resubmit their request by consulting with the Caltrans inspector.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, designated legal holidays, and Special days, the day preceding designated legal holidays, and when construction operations are not actively in progress. When a designated holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

NO WORK SHALL BE ACCOMPLISHED ON, OVER OR NEAR THE HIGHWAY TRAVELED WAYS OR SHOULDERS DURING INCLEMENT WEATHER CONDITIONS (Fog, Rain, etc.)

The PERMITTEE shall furnish all necessary safety devices and measures, including Portable Changeable Message Signs (PCMS), flagmen and flashing arrow boards, to allow safe passage of traffic through the work area at all times as required in **Item 14 Public Traffic Control** of the attached General Provisions (TR-0045). When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered the edge of the traffic lane. At no time, will the width of an existing lane be reduced to less than 10 feet.

CONSTRUCTION AREA SIGNS: Construction area signs shall be installed at the locations shown on the accepted Traffic Control Plans or as directed by the Caltrans inspector and shall conform to the **California MUTCD (2014)** and the **Standard Specification Section 12: Temporary Traffic Control**.

SURVEY MONUMENTS: In addition to the requirements of **Section 5-1.36 PROPERTY AND FACILITY PRESERVATION** of the Caltrans Standard Specifications, and Section 8771 of the Business and Professions Code, the PERMITTEE shall physically inspect the work site and locate survey monuments prior to commencement of work. Monuments shall be referenced or reset in accordance with the requirements of the Business and Professions Code. If feasible, monuments shall not be set within the traveled way.

All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with **Section 78-2 SURVEY MONUMENTS** of the Standard Specifications and **Caltrans Standard Plan A74, type determined by the District Surveys Engineer**, or equal with prior approval from the District Surveys Engineer. Copies of Corners Record filed or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the District Surveys Engineer.

STORM WATER AND NON-STORM WATER POLLUTION: The PERMITTEE shall control the movement of sediments and pollutants within or leaving the State's right of way. Water pollution control shall conform to Standard Specification **Section 13 "WATER POLLUTION CONTROL"**, the Caltrans "Construction Site Best Management Practices (BMPs) Manual", and the Caltrans "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and attached Caltrans Storm Water Special Provisions for Minimal or No Impact, **TR-0400**.

The Manuals are available on the Internet at: www.dot.ca.gov/hq/construc/stormwater/manuals.htm

The PERMITTEE shall be responsible for the costs and any liability imposed by law as a result of the PERMITTEE's failure to comply with the requirements set forth in this section, including, but not limited to, compliance with the applicable provisions of the referenced Manuals and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited, to fines, penalties and damages whether assessed against the State or Permittee, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Permittee has submitted the "**Stormwater Pollution Prevention Plan (SWPPP)**" dated **April 04, 2022**, along with an "NOI" **WDID# 5F15C397130** status: active as of **4/11/2022**. An updated copy of this document must be available to the Caltrans inspector when requested. This copy should include stormwater inspections, training records, and amendments.

Permittee is required to submit all site inspection reports, amendments, training logs, and weather monitoring logs to the Caltrans Permits Stormwater Coordinator monthly. A final copy of this SWPPP should be forwarded to the Caltrans Permits Office upon projects completion.

DRAINAGE: Any change in existing drainage patterns, whether occasioned by increase or diversion, and the cost of any damage, repair or restoration of the State highway right of way shall be the responsibility of the Permittee. Existing State Highway drainage shall be maintained.

DUST CONTROL: Permittee shall comply with Standard Specification Section **10-5**, Dust Control.

HIGH & LOW RISK UNDERGROUND FACILITIES: No machine excavation may be made within 4 feet of High and Low Risk Underground facilities unless those have been located to within 6 inches both vertically and horizontally by hand digging. Location of underground facilities may only be accomplished by hand excavation after obtaining written permission from the underground facility owner. The PERMITTEE shall provide the Caltrans inspector with copies of such permission. The owner of a high or low risk underground facility shall be responsible for determining the adequacy of the field location of the underground facility by the PERMITTEE and the required clearances for machine excavation, or other requirement to expose, protect or relocate. The costs of such field location, exposure, protection or relocation shall be borne by PERMITTEE.

Special attention is directed to of **Section 5-1.36 PROPERTY AND FACILITY PRESERVATION** and **Section 5-1.36D Nonhighway Facilities** of the Standard Specifications. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

PIPES, CONDUITS, AND UNDERGROUND FACILITIES: Work associated with pipes, conduits, and underground facilities within the State's right of way shall be installed in accordance with the latest editions and applicable portions of the Standard Plans and Specifications and the attached "State of California - Department of Transportation **Encroachment Permit Underground Utility Provisions TR-0163.**"

UTILITY RELOCATIONS: If existing public or private utilities conflict with the PERMITTEE's work, the PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. The PERMITTEE shall inspect the protection, relocation or removal of such

facilities. Total costs of such protection, relocation, or removal shall be borne by the PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. The PERMITTEE shall require any utility company performing relocation work in the State's right-of-way to obtain a State Encroachment Permit prior to the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the "AS-BUILT" set of plans.

FUTURE MOVING OF INSTALLATIONS: PERMITTEE understands and agrees to relocate a permitted installation upon notice by the Department, unless under prior property right/agreement. PERMITTEE shall comply with said notice at their sole expense.

EARTHWORK: Earthwork within the State right-of-way shall comply with Sections 19-1 GENERAL, 19-2 ROADWAY EXCAVATION, 19-3 STRUCTURE EXCAVATION AND BACKFILL, 19-5 COMPACTION and 19-6 EMBANKMENT CONSTRUCTION of Section 19 in the latest edition of the Standard Specifications.

No excavation shall be left open after working hours. At the end of each working day any excavation that leaves a drop off of more than 0.15 feet in depth within 12 feet of the edge of traffic lane, the excavation or drop off shall be sloped at a maximum 4:1 (horizontal: vertical); backfilled or covered with a steel plate with sufficient thickness to support legal truck traffic and in accordance with the attached "State of California - Department of Transportation, Encroachment Permit Steel Plate Bridging Utility Provisions TR-0157 (REV 04/2018)".

Excavated materials shall be placed at locations to cause the least amount of obstruction to traffic. Excavated material, not to be used for backfilling, shall be removed from the State's right of way at the end of each working period or as directed by the Caltrans inspector. Any open trenches or holes must be kept covered when not in use to prevent accidental trapping of wildlife. Ensure no wildlife is trapped inside the excavated area prior to covering or backfilling.

ACCESS-RESIDENTIAL AND BUSINESS: Unobstructed access shall be provided continuously to local residential and commercial driveways and other residential and commercial access points fronting the State's right of way. Whenever necessary, trenches and excavations shall be bridged to permit an unobstructed flow of traffic. Steel plate bridging shall conform in accordance with the attached "State of California - Department of Transportation, Encroachment Permit Steel Plate Bridging Utility Provisions TR-0157 (REV 04/2018)".

TRENCHING AND BACKFILL: Trenching and backfilling for installation of pipe, fittings and appurtenances and electrical facilities, including removing and replacing improvements, shall conform to the details shown on the plans, and the provisions in Section 86-2.01, Excavating and Backfilling, and Section 86-2.02, Removing and Replacing Improvements, of the Caltrans latest edition of the Standard Specifications. Trenching and backfill not specifically covered by these provisions shall be governed by applicable provisions of Section 19 - Earthwork of Caltrans latest edition of the Standard Specifications.

PAVEMENT RESTORATION: Existing highway pavement edge to be joined shall be saw cut to achieve a smooth, straight, square edge, cleaned, and coated with asphaltic emulsion (paint binder) prior to placement of new permanent AC pavement. The Caltrans Inspector at his discretion may require additional pavement removal or grinding to achieve smooth transition. The new pavement shall be made with HMA Type "A" AC, 3/4-inch aggregate size meeting requirements of 2018 Standard Specifications Section 39 ASPHALT CONCRETE. The thicknesses of AC permanent pavement repairs and underlying base course shall match existing.

HOT MIX ASPHALT: Type A Hot Mix Asphalt (HMA) shall be furnished and placed in accordance with the applicable portions of Section 39-2 HOT MIX ASPHALT of the Standard Specifications. Existing pavement edge being tied into shall be first saw cut to achieve a smooth, straight, and square edge with no raveling or cracking, and all edges of existing pavement shall be cleaned and a coat of Asphaltic Emulsion (Paint Binder) shall be applied prior to the placement of permanent paving. The new pavement shall consist of Type A HMA with binder PG 70-10 and 3/4-inch Maximum, Medium Gradation, and meet

the requirements of with the applicable portions of Section 39-2 HOT MIX ASPHALT of the Standard Specifications. HMA STRUCTURAL SECTION: Unless otherwise specified by the Caltrans Inspector, the minimum Structural Section shall be a 0.70- foot (8.5-inch) layer of Type A Hot Mix Asphalt (HMA) over a 1.30-foot (15.5-inch) layer of Class 2 Aggregate Base compacted to ninety five percent (95%) within 2.5 feet of finished grade over backfill material compacted to ninety percent (90%). Excavated material may be used as backfill provided it meets the criteria specified in Section 19-3.02 of the Standard Specifications

COMPACTION: Compaction shall be in accordance with the Section 19 of the Standard Specifications and has a relative compaction of 95%. Compaction Test Method shall be used as per the Section 6 of Standard Specifications. Test results shall be supplied to the Caltrans Field Representative before paving is started and/or as requested by the Caltrans Field Representative Pipe installation by open-trench method.

STRUCTURAL SECTION: Plans follow Caltrans Materials Engineering Branch requirement dated **October 14, 2022**, which called for:

HMA (Type A)	0.70 foot
Class II AB	1.30 foot

The grade of asphalt binder mixed with aggregate for HMA must be **PG 70-10**.

AGGREGATE BASE: Shall be furnished and placed in accordance with Sections 26 of the Standard Specifications, AGGREGATE BASES.

CONCRETE: All concrete within the State right of way shall conform to Section 90 of the Standard Specifications. Steel plates shall conform to the Encroachment Permit Utility Provisions TR-0157, and meet Caltrans minimum requirements such as thickness, dowels and coefficient of friction that equals or exceeds 0.35 if used within state right-of-way. Permittee shall provide a certificate of compliance for all material used in the state right-of-way. The Caltrans inspector shall have final discretion on whether plate requirements are being met by the PERMITTEE. **NO CONCRETE SHALL BE POURED UNTIL FORMS HAVE BEEN INSPECTED AND APPROVED BY THE CALTRANS INSPECTOR.**

CONCRETE CURBS, GUTTERS, and SIDEWALKS: Proposed work shall be in accordance with the requirements for constructing curbs, gutters and sidewalks in Standard Specification Section 73 CONCRETE CURBS AND SIDEWALKS. Existing Portland cement concrete curb, gutter driveway and sidewalk to be removed shall be saw cut full depth at nearest score line and removed to a neat line.

SIGNS, STRIPING, AND PAVEMENT MARKINGS: All pavement striping and markings within the State's right of way shall be placed in accordance with State Standard Specifications Section 84-2, TRAFFIC STRIPES AND PAVEMENT MARKINGS, Section 81-3, PAVEMENT MARKERS, and State Standard Plans A20A, A20B, A24B, A24D, A24E, PAVEMENT MARKERS AND TRAFFIC LINES. Installation of signs shall be consistent with State Standard Specifications Section 82, SIGNS AND MARKERS, and State Standard Plans RS1 and RS2, ROADSIDE SIGNS. Signs shall be placed so that they do not obstruct, and are not obstructed by, other Highway signs or driveways.

ELECTRICAL DAMAGE: Any damage to signal detection/lighting facilities shall be replaced in kind by a licensed electrician within 24 hours of damage or as directed by the Caltrans inspector/representative. Splicing of damaged facilities will not be allowed.

DAMAGES: PERMITTEE shall be responsible for locating/protecting all underground facilities that may be in work areas. Any damages to private or public facilities shall be immediately reported to the Caltrans inspector, and repaired or replaced to Caltrans Standards, and/or as requested by the facility owner, at the expense of the PERMITTEE. The PERMITTEE shall be responsible for locating and protecting all

PERMITTEE: Wasco GO. LLC-Attn: John Lee
AUTHORIZING AGENT: Lore Engineering, Inc.-Attn: Hal Lore
PERMIT No.: 0622-6CD-1227
DATE: October 17, 2022

underground facilities that may be in the work areas. Before any excavation, the Permittee shall call USA (UNDERGROUND SERVICE ALERT) at 811. USA does not locate Caltrans facilities.

Caltrans does not subscribe to USA, and USA does not locate Caltrans underground circuits. Permittee must request location and marking of Caltrans underground facilities by Caltrans prior to start of any excavation in State's right of way. Refer to notification requirements on the first page of this permit for information on how to contact the Caltrans underground locator.

TIME EXTENSION REQUEST (RIDER PERMIT): If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.

Rider for time extensions must be requested by the Permittee and issued by Caltrans prior to the expiration date of the original Permit. If the Permit has expired the Permittee is required to stop all work and must obtain a new Permit.

CONFLICT WITH STATE CONTRACTS: If for any reason this work comes in conflict with work in progress under State Contract and both operations cannot be accomplished at the same time, the State Contract work shall take precedence.

If at any time the PERMITTEE's installation becomes in conflict with any expansion or improvements of the State highway facilities, the PERMITTEE will relocate the facilities as required by Caltrans at the expense of the PERMITTEE and with no cost or other claims to Caltrans.

PERMIT FEE CHARGES: Permit deposit fee was used for review and preparation of this parent permit. No hours were estimated for the hours of inspection anticipated to be used during construction. PERMITTEE will be billed for actual inspection time at the rate of \$140.00 per hour.

DEFERRED PERMIT FEE CHARGES: The fees for this Permit have been deferred until the State completion notice form is filed. At that time, the Permittee will be billed for actual review and inspection time at the rate of \$140.00 per hour.

PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds held by **Tilton Pacific Construction, Inc.** as Principal with **The Hanover Insurance Company** for this project shall not be released until the State is notified to determine and accept the work as completed in accordance with this Permit.

AS-BUILT PLANS: AS-BUILT plans are required upon completion of all work and shall conform to the requirements as outlined under Item 22 of the attached "State of California - Department of Transportation, Encroachment Permit General Provisions TR-0045". **NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS**

MISCELLANEOUS: Permission is granted to access the work areas from the State right of way. No vehicle or equipment shall be stored overnight within the State's right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the State's right of way is strictly prohibited. Equipment and vehicles may be parked within the State's right of way. However, at no time shall the equipment or vehicles be parked at any position near the traveled way, which could cause a traffic or potential traffic problem. Any work not covered by conditions of this permit shall be completed in accordance with current Caltrans Standards as directed by the Caltrans inspector.

Any change in the scope of work from the approved plans within State's Right-of-way will require an application for that change. The issuance of an Encroachment Permit Rider prior to commencing any changed work within the State's Right-of-way will be required.

PERMITTEE: Wasco GO. LLC-Attn: John Lee
AUTHORIZING AGENT: Lore Engineering, Inc.-Attn: Hal Lore
PERMIT No.: 0622-6CD-1227
DATE: October 17, 2022

PERMITTEE or contractor failing to comply with the provision herein shall be subject to removal from the Right of Way and shall be grounds for revocation of this Permit and/or suspension from performing future work in the State Highway Right of Way.

INDEMNIFICATION OF STATE: The Permittee is responsible for all incidents arising out of the exercise of this Permit, and will defend, indemnify and protect Caltrans against all claims of every type and description alleged to have resulted from the permitted activity.

ACCEPTANCE OF CONDITIONS: Beginning work on this permit constitutes full agreement and acceptance of all conditions, terms and provisions contained herein, attached hereto, or incorporated by reference.

INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, PERMITTEE must request a final inspection for acceptance and approval by the Department. Permittee must not give final construction completion approval to its contractor, until final acceptance and approval is obtained from the Department. Any work not covered by conditions of this permit shall be completed in accordance with current Caltrans Standards as directed by Caltrans inspector.

NOTICE OF COMPLETION: Immediately upon completion of the permitted work; described herein, the PERMITTEE shall complete the attached Notice of Completion (NOC) and email the NOC to the respective Permit Inspector or a hard copy can be mailed to the Fresno Permits Office, 1352 West Olive Avenue, Fresno, CA 93728.

DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT OFFICE
50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3152
FAX (805) 549-3062
TTY 711
<http://www.dot.ca.gov/dist05>



*Serious drought
Help save water!*

AUTHORIZATION OF AGENT

I, the owner as the Permit Applicant or legal representative for the Permit Applicant identified below, hereby authorize my agent, listed below, to apply for a State of California Department of Transportation Encroachment Permit and act on my behalf. In completing and signing this form I acknowledge that I have reviewed the State of California Department of Transportation Standard Encroachment Permit Application Form and agree to its terms and conditions.

Property Information, Encroachment Location, or Description

Property Address or
Facility Description: NEC of HW 46 & Poplar Avenue

State Route Number: 46

City or County: Kern County

Additional Information: 06/KER/46/50.273
(Project Reference No., APN, Tract Number, Subdivision Name, etc.)

Permit Applicant Information:

Name: Wasco GO, LLC

Street Address: 7480 N. Palm #101

City, State, Zip Code: Fresno, CA 93711

Phone Number: 559-447-6257

Print Name: John Lee

Signature: 

Title: Managing Member
(Owner, Partner, Corporation Officer, Specify Other)

Date: 09-20-2022

Agent Information:

Name: Hal Lore


Firm Name: Lore Engineering, Inc.

Street Address: 620 DeWitt Avenue #101

City, State, Zip Code: Clovis, CA 93612

Phone Number: 559-297-5200

Print Name: Hal Lore

Signature of Agent: 

Date: 09-20-2022

SUB NAME		ADDRESS	CITY, ST ZIP	PHONE	City, ST	State Contractor License	EMAILS	SCOPE OF WORK
Titon Pacific Construction, Inc.		595 Menlo Drive	Rocklin CA 95765	916-741-8838	Juan Solis	488531	JSolis@tiltonpacific.com	General Contractor
Lore Engineering Inc		620 DeWitt Avenue, Suite #101	Clovis, CA 93612	559-297-5200	Hal Lore	N/A	hal@lore-engineering.com	Surveying
Mr. Backhoe Inc. dba Black earthwork		6077 Coffee Rd Ste 4-43	Bakersfield, CA 93308	661-748-1333	Randy Newton	1033380	randy@mrbackhoe.com	Grading/ On & Off Site
New North Construction Inc.		7024 Via Cecilia	Bakersfield, CA 93307	661-303-1647	Luis Castaneda	1039332	estimating@newnorthci.com	Site Utilities
Asphalt Dr Inc.		PO Box 9914	Bakersfield , CA 93389	661-589-5893	Eddie Nichols	1073296	ENichols@AsphaltDrCA.Com	Asphalt Paving
RH Kiggins Construction Inc		4735 E Floradora	Fresno, CA 93703	559-647-0912	Don Kiggins	523690	dkiggins@sbcglobal.net	Off Site Concrete
A-C Electric Company		315 30th Street	Bakersfield , CA 93301	661-410-0460	TBD	99849	TBD	Street Lights
Safety Network, Inc.		35312 Merle Haggard Drive	Bakersfield	559-375-3851	Seth Johnson	999426	seth@safetynetworkinc.com	Traffic Control

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Kern County	2. ROUTE 46	3. POST MILE 50.273
4. ADDRESS OR STREET NAME N.E.C. of HW 46 and Poplar Ave.	5. CITY Wasco	
6. CROSS STREET (Distance and direction from project site) North East Corner of HW 46 and Poplar Ave.		
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR	8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number	
9. ESTIMATE START DATE 10-01-2022	10. ESTIMATED COMPLETION DATE 04-01-2023	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 30 days		
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY 110,031		
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?		
14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)		
15. CALTRANS PROJECT CODE (ID) N/A	16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER SPR 21-000436, Grocery Outlet - Wasco	
17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less) Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc. A 13' wide street expansion with curb and gutter, two ADA ramps, and 10' wide sidewalk. A commercial drive approach. There will also be a curb inlet and 15" RGRCP pipe for storm water mitigation.		

FOR CALTRANS USE	
TRACKING NO. 0622-6CD-1227	
DIST/CO/RTE/PM 06/ KER/ 46/ 50.273	
SIMPLEX STAMP	PAID \$ 840.00 CASH/CK/MO/CREDIT # xxxx9383 DATE 09/20/2022
DATE OF SIMPLEX STAMP 09/21/2022	

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☐ Traffic lane ☒ Shoulder ☒ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
- ☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
- ☐ Project specific Traffic Control Plans included ☒ To be submitted by contractor

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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RECEIVED SEPT 16 2022

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

0622-6CD-1227

19. EXCAVATION	MAX. DEPTH (in) 21"	MIN. DEPTH (in) 6"	AVG. WIDTH (in) 25	LENGTH (ft) 420	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) Asphalt, Concrete
20. PIPES	PRODUCT BEING TRANSPORTED NA	CARRIER PIPE DIAMETER NA (in.) MATERIAL NA	CASING PIPE DIAMETER NA (in.) MATERIAL NA		
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) Open Cut					VOLTAGE / PSIG NA

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER☒ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

NA

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

NA

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

0622-6CD-1227

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? ☒ YES ☐ NO

If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: 0.23 ac

and estimate the area of disturbed soil outside State Highway right-of-way in acres: 3.07ac

26. Will the proposed project require dewatering? ☐ YES ☒ NO

If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)

SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER

(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?

☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☒ Stormwater Retention Basin ☐ N/A

☐ Other (explain) _____

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

0622-6CD-1227

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

Wasco GO, LLC-Attn: John Lee

ADDRESS OF APPLICANT (Include City, State and Zip Code)

7480 N. Palm #101, Fresno, CA 93711

E-MAIL ADDRESS

jlee@retailcalifornia.com

PHONE NUMBER

559-447-6257

FAX NUMBER

NA

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from

#28) Lore Engineering, Inc.-Attn: Hal Lore

IS A LETTER OF
AUTHORIZATION ATTACHED?☒ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

620 Dewitt Ave., Suite 101 Clovis, CA 93612

E-MAIL ADDRESS

hal@lore-engineering.com

PHONE NUMBER

559-297-5200

FAX NUMBER

559-297-5205

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

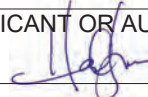
BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

Hal Lore

33. TITLE

Senior Engineer

34. DATE

02/09/2022

ADA Notice

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RECEIVED SEPT 16 2022

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING PARCEL MAP 12490, AND AUTHORIZING THE CITY CLERK TO ENDORSE THE MAP

WHEREAS, CVP-WASCO CA, LLC, has submitted Parcel Map 12490 to be developed under the provisions of the Subdivision Map Act and the Wasco Municipal Code; and

WHEREAS the Subdivider submitted the required improvement plans, and the public improvements that have not been constructed have been guaranteed by bonding favored to the California Department of Transportation; and

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

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

SECTION 1: Approve Parcel Map 12490 as attached hereto as Exhibit "A".

SECTION 2: Authorizes the City Clerk to endorse the Parcel Map.

-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 December 5, 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

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND CERTIFICATES MADE A PART HEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

OWNER: CVP-WASCO CA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 11/3/2023
JOHN ZACHARY BONSALE - MANAGER

BENEFICIARY STATEMENT

BANKERS TRUST COMPANY, AN IOWA STATE CHARTERED BANK
RECORDED JUNE 30, 2022, AS DOCUMENT NO. 222103006, OF OFFICIAL RECORDS

BY: [Signature] DATE: 11/9/2023
Lee Beaudette Assistant Vice President
NAME TITLE

NOTARY ACKNOWLEDGMENT

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 OREGON
COUNTY OF MULTNOMAH
ON NOVEMBER 3, 2023 BEFORE ME, RUTUJA NITEEN DHURU NOTARY
PUBLIC, PERSONALLY APPEARED JOHN ZACHARY BONSALE

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 [Signature] NAME RUTUJA NITEEN DHURU
COUNTY OF MULTNOMAH MY COMMISSION EXPIRES NOV 17, 2026
COMMISSION NUMBER 1031050



NOTARY ACKNOWLEDGMENT

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.

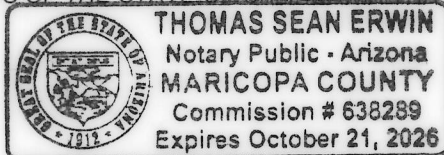
STATE OF ARIZONA
COUNTY OF MARICOPA
ON NOVEMBER 9, 2023 BEFORE ME, THOMAS SEAN ERWIN NOTARY
PUBLIC, PERSONALLY APPEARED LEE BEAUDETTE

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 [Signature] NAME THOMAS SEAN ERWIN
COUNTY OF MARICOPA MY COMMISSION EXPIRES OCT 21, 2026
COMMISSION NUMBER 638289



PARCEL MAP NO. 12490

BEING A SUBDIVISION OF LOT "B" OF LOT LINE ADJUSTMENT NO. 22-01, PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 22-01, RECORDED ON JUNE 13, 2022, AS DOCUMENT NO. 222093073, IN THE OFFICE OF THE KERN COUNTY RECORDER, LYING IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27, SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA
2 PARCELS - CONTAINING 2.36 ACRES

NOTARY ACKNOWLEDGMENT

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 _____
COUNTY OF _____
ON _____ BEFORE ME, _____, 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 _____ NAME _____
COUNTY OF _____ MY COMMISSION EXPIRES _____
COMMISSION NUMBER _____

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, WE, THE OWNER(S) NAMED ABOVE, HEREBY REQUEST WAIVER OF THE SIGNATURES OF THE FOLLOWING:

KERN COUNTY LAND COMPANY, HOLDER OF AN EASEMENT FOR EXISTING ROADS, HIGHWAYS, TELEGRAPH LINES, RAILROADS AND OTHER PURPOSES, RECORDED MARCH 9, 1925, AS RECORDING NO. 3896 IN BOOK 60 AT PAGE 449, OFFICIAL RECORDS OF KERN COUNTY.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR PIPELINE PURPOSES, RECORDED JULY 22, 1958, AS RECORDING NO. 40560, IN BOOK 2982 AT PAGE 346, OFFICIAL RECORDS OF KERN COUNTY.

DSJB III, LLC, AND BILLON ENTERPRISES, INC., HOLDERS OF A CROSS ACCESS EASEMENT, RECORDED JUNE 6, 2008, AS DOCUMENT NO. 0208090069, OFFICIAL RECORDS OF KERN COUNTY.

WASCO GO, LLC AND CVP - WASCO CA, LLC, HOLDERS OF A RECIPROCAL ACCESS AND UTILITY EASEMENT, RECORDED JUNE 30, 2022, AS DOCUMENT NO. 222103109, OFFICIAL RECORDS OF KERN COUNTY.

PACIFIC BELL TELEPHONE COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES, RECORDED MARCH 2, 2023, AS DOCUMENT NO. 223024214, OFFICIAL RECORDS OF KERN COUNTY.

A WAIVER OF ANY CLAIMS FOR DAMAGES BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A CONTIGUOUS FREEWAY, HIGHWAY, ROADWAY OR TRANSIT FACILITY AS CONTAINED IN THE DOCUMENT RECORDED SEPTEMBER 20, 2022, AS DOCUMENT NO. 222144157, OFFICIAL RECORDS OF KERN COUNTY.

CITY OF WASCO, HOLDER OF AN EASEMENT FOR WATER METER AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 20, 2023, AS DOCUMENT NO. 223113971, OFFICIAL RECORDS OF KERN COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CVP-WASCO CA, LLC, IN JUNE 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 10/31/2023
NEIL E. THONESEN, PLS 8656
LICENSE EXPIRES 12-31-2023
DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, THAT THE PARCELS AS SHOWN ARE SUBSTANTIALLY THE SAME AS THEY APPEARED ON THE TENTATIVE MAP, IF REQUIRED, ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

WILEY HUGHES DATE
CITY SURVEYOR

CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT THIS MAP ENTITLED "PARCEL MAP NO. 12490", IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA WAS PRESENTED TO THE COUNCIL OF THE CITY OF WASCO, AT A MEETING THEREOF HELD ON _____, 20____, AND THE COUNCIL DID BY RESOLUTION NO. _____ APPROVE THE MAP.

MARIA O. MARTINEZ DATE
CITY OF WASCO - CITY CLERK

PLANNING DIRECTOR'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION ON _____, 20____.

KERI COBB DATE
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WASCO

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____, _____M. IN BOOK _____
OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF BASE CONSULTING GROUP, INC.

LAURA AVILA
ASSESSOR-RECORDER
COUNTY OF KERN

BY: _____
DEPUTY RECORDER

JOB NO.: 21095
REVISION DATE: 10/30/2023 SHEET 1 OF 2 SHEETS

BEING A DIVISION OF LOT "B" OF LOT LINE ADJUSTMENT NO. 22-01, PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 22-01, RECORDED ON JUNE 13, 2022, AS DOCUMENT NO. 222093073, IN THE OFFICE OF THE KERN COUNTY RECORDER, LYING IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 27, SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA

2 PARCELS - CONTAINING 2.36 ACRES

BEING A DIVISION OF LOT "B" OF LOT LINE ADJUSTMENT NO. 22-01, PURSUANT TO
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 22-01, RECORDED ON JUNE
13, 2022, AS DOCUMENT NO. 222093073, IN THE OFFICE OF THE KERN COUNTY RECORDER,
LYING IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 27, SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA

2 PARCELS - CONTAINING 2.36 ACRES

● FOUND AND ACCEPTED MONUMENT AS NOTED

○ SET 1" IRON PIPE, TAGGED "LS 8656", DOWN 3"

(M) MEASURED

(R1) RECORD AND CALCULATED DIMENSIONS FROM RECORD OF SURVEY NO. 3984, FILED IN BOOK 34 OF RECORD OF SURVEYS, AT PAGE 9, KERN COUNTY RECORDS.

(R2) RECORD AND CALCULATED DIMENSIONS FROM PARCEL MAP NO. 11692, FILED IN BOOK 56 OF PARCEL MAPS, AT PAGE 95, KERN COUNTY RECORDS.

(R3) RECORD AND CALCULATED DIMENSIONS FROM LOT LINE ADJUSTMENT NO. 22-01, PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 22-01, REC. JUNE 13, 2022, AS DOC. NO. 222093073, O.R.

1 DEDICATION IN FEE FOR PUBLIC PURPOSES, REC. SEPTEMBER 20, 2022, AS DOC. NO. 222144157, O.R.

2 A 14' WIDE IRREVOCABLE OFFER TO DEDICATE AN EASEMENT FOR STATE HIGHWAY PURPOSES, REC. JUNE 28, 2007, AS DOC. NO. 0207136182, O.R.

3 A 10' WIDE EASEMENT FOR PUBLIC UTILITY PURPOSES REC. MARCH 2, 2023, AS DOC. NO. 223024214, O.R.

4 IRREVOCABLE OFFER TO DEDICATE AN EASEMENT FOR STATE HIGHWAY PURPOSES, AND A PORTION ACCEPTED BY RESOLUTION REC. OCTOBER 9, 2018, AS DOC. NO. 218133914, O.R.

5 QUITCLAIM DEED TO THE STATE OF CALIFORNIA, REC. SEPTEMBER 13, 2023, AS DOC. NO. 223110678, O.R.

6 A 25' WIDE CROSS ACCESS EASEMENT, REC. JUNE 6, 2008, DOC. NO. 208090069, O.R.

7 EASEMENT FOR WATER METER SERVICE AND INCIDENTAL PURPOSES, REC. SEPTEMBER 20, 2023, AS DOC. NO. 223113971, O.R.

C.R. CORNER RECORD ON FILE WITH KERN COUNTY

O.R. OFFICIAL RECORDS OF KERN COUNTY

M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN

DOC. NO. DOCUMENT NUMBER

REC. RECORDED

K.C.R. KERN COUNTY RECORDS

GRANT DEED
DOC. NO. 0215165218, O.R.

FOUND NAIL AND TAG STAMPED "PLS 8656",
FLUSH IN CONCRETE DRIVE ENTRANCE AT A
54' OFFSET FROM CENTERLINE OF HIGHWAY
PER (R1)

SEARCHED NOTHING FOUND
CORNER POSITION ESTABLISHED FROM
SWING TIES, IN LIEU OF K.C.S. TAG
PER C.R. 27-24-12 N1/4,
ACCEPTED AS S. 1/4 COR. SEC 1 T.27 S R.24 E

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____, ____M. IN BOOK _____,
OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF BASE CONSULTING GROUP, INC.

LAURA AVILA
ASSESSOR-RECORDER
COUNTY OF KERN

BY: _____
DEPUTY RECORDER

SHEET 2 OF 2 SHEETS

112 of 129



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: December 5, 2023

SUBJECT: Approval of the Notice of Acceptance of the off-site Improvements Constructed for Subdivision tract 7373 Phase 2 & 3 and Authorization of the City Clerk to file the Notice of Completion.

Recommendation:

Staff recommend the City Council:

- 1) Approval of the Notice of Acceptance of the off-site Improvements Constructed for Subdivision tract 7373 Phase 2 & 3 and Authorization of the City Clerk to file the Notice of Completion; and
- 2) Find that this activity is not a project within the meaning of CEQA Guidelines section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been 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 that 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:

Per Ordinance # 2000-445 of the Wasco Municipal Code, the developer is required to provide infrastructure improvements associated with new subdivisions. The developer has completed the improvements to the satisfaction of the Public Works and Community Development Departments. Following the Council's acceptance, the City Clerk will file a Notice of Completion. The infrastructure improvements include but are not limited to the following:

1. Street improvements on interior residential streets to include curb, gutter, sidewalk, street signs, landscaping, and curb ramps.
2. Sewer mains and laterals will service all new residential lots.
3. Water mains, services, meters, tie-ins, gate valves, blow-offs, and fire hydrants.
4. Storm drain piping, manholes, tie-ins, catch basins, and drop inlets.
5. Streetlights, including interior and exterior.

Fiscal Impact:

There is no impact on the City budget to accept the improvements other than future operation and maintenance costs. Tract 7373 is in the City of Wasco Community Facilities District No. 2017-01, which will cover future maintenance costs. All infrastructure improvements to serve the subdivision were paid for by the developer.

Attachments:

1. Notice of Completion
2. Notice of Acceptance

Recording Requested By: CITY OF WASCO Maria Martinez, City Clerk	
When Recorded Mail to: City of Wasco 764 E Street Wasco, CA 93280	

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

Names	Addresses

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

Names	Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** January 11, 2023

Tract 7373 Phase II & III Off-site Improvements – The work completed consists of, but is not limited to the construction improvements including streets, C&G, sidewalk, curb ramps, striping, water lines, sewer lines, storm drains, street lights and signage.

8. The work of improvement completed is described as follows:

Tract 7373 Phase II & III Off-site Improvements – The work completed consists of, but is not limited to the construction improvements including streets, C&G, sidewalk, curb ramps, striping, water lines, sewer lines, storm drains, street lights and signage.

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: LEORA, LLC.

10. The street address of said property is: N/A

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:
Tract 7373 Phase II & III located on the N.E. corner of N Poplar Ave & Margalo St.

12/05/2023
 Date

Vincent Martinez, Mayor, City of Wasco
 Vincent Martinez, Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE
 Date and Place

NOT APPLICABLE
 Signature of Owner named in paragraph 2

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

12/05/2023, City of Wasco, CA
 Date and Place

Vincent Martinez, Mayor, City of Wasco
 Vincent Martinez, Mayor, City of Wasco



Public Works Office

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

801 8th Street, Wasco, CA 93280

www.cityofwasco.org

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: LeOra, LLC
3. Surety of Faithful
Performance and
Labor and Material
letter of Credit: Mission Bank
4. Contract For: Tract 7373 Phase 2 & 3
5. Date of Contract: September 20, 2022
6. Date of Completion: January 11, 2023

I, Luis Villa, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on December 5, 2023.

Luis Villa
Public Works Director
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: December 5, 2023

SUBJECT: Adopt a Resolution Authorizing creation of a new Capital Improvement Project "Zipper Reclaimer Acquisition", and authorizing the City Manager or designee to purchase or finance a 48-inch Reclaimer/Stabilizer from Asphalt Zipper, Inc. in an amount not to exceed \$300,000.00, plus possible finance costs.

Recommendation:

- 1) Adopt a Resolution Authorizing creation of a new Capital Improvement Project "Zipper Reclaimer Acquisition", and authorizing the City Manager or designee to purchase or finance a 48-inch Reclaimer/Stabilizer from Asphalt Zipper, Inc. in an amount not to exceed \$300,000.00, plus possible finance costs.
- 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.

Background:

The City undertakes numerous road rehabilitation projects each year to continuously improve the quality of City streets and alleys. Other than minor repairs, most of the work is completed by contractors. Even though much of this work is partially or completely

paid for with grant funding, escalating material and labor costs, and contractor workforce shortages limit the number of road projects completed each year.

Asphalt Zipper, Inc. manufactures a line of equipment that makes pavement repair and rehabilitation efficient, quick, and very cost effective. The "Zipper" is attached to a standard Loader and contains its own engine which grinds existing pavement in place, rather than traditional removal, hauling, and import steps. The Zipper will also incorporate additional base material (if needed) simultaneously, preparing the roadbed for final grading, compaction and rolling.

Discussion:

In October of this year, a demonstration of the Zipper was conducted here in Wasco. The Asphalt Zipper company brought one of their units to do a rehabilitation of the alley between G Street and Hwy 43, from Poso Avenue to 12th Street. (Council may recall viewing a short video of this demonstration at a subsequent Council Meeting.) The Zipper was used to grind, mix, and level approximately 500 feet of poor-quality alley surface to a depth of 10 inches. The alley was then leveled and compacted with a rented Roller, ready for vehicle traffic and future paving. This work was completed in about 4 hours, including unloading the Zipper, overview by company representatives, safety and operations training with City staff, and hands-on completion of the work by City staff. Once the learning curve was complete, staff believes the actual work could have been completed in less than half the time.

The Wasco Public Works Department was tasked with an analysis of potential project savings if the City were to acquire a Zipper. (See attached worksheets.) In summary, our conservative estimates show savings of approximately \$114,738 or 69% on the Grind, Grade & Compact tasks across four sample projects. As expected, dollar savings vary greatly with the size of the project due to economies of scale but on average a savings of up to \$2.00 per square foot is projected. When in-house paving was added to the analysis, only modest (<2.5%) additional savings were projected. Therefore, staff recommendation is to focus, at least initially, on just the Grind, Grade & Compact portions of our projects.

Acquisition Options: The Zipper model being considered is the 8th Generation, 48" model (see attached quote and model comparison). If the order is executed before the end of the year, the cost quoted is for the 2023, 7th Generation pricing with listed options, including trailer, and a Municipal Road Rescue promotion credit of \$7,990 which doubles the factory warranty and credits back the cost of a "Starter Kit" valued at \$2,130. Altogether, the unit cost after the promotion credit is \$273,725.00 plus sales tax estimated at \$22,582.31 for a total cost of \$296,307.31. The manufacturer also offers a 6-year financing plan, currently at 5.9% interest, requiring annual payments of approximately \$55,551, with the first payment due at the end of year one.

The four sample projects used for this analysis are fully funded by a combination of the REAP grant and HSR Cooperation and Resolution Agreement. Deposits of the HSR funds equal to the Zipper purchase cost are currently earning just under \$12,000 per year compounded, nearly equal to the 6-year financing cost. For this reason, staff is requesting Council approval of the Zipper acquisition AND the flexibility to pay the total cost from HSR deposits currently in hand OR, to negotiate and execute the financing option as described, if shown to be advantageous.

Savings Pay for the Acquisition: Given the savings analysis, recovery of the initial capital cost of acquisition is projected to occur in Year 3. After 6 years of operation, cumulative savings are approximately \$392,000 under the purchase option and approximately \$367,000 under the finance option. Cash retention needs in the early years may be important given the current budget impacts of the PD Start-up. Further analysis of finance terms, inflation forecasts, and YTD budget review will guide the purchase/finance decision.

Fiscal Impact:

The adopted FY 2023/24 Budget did not anticipate this purchase. Creation of a new Capital Project is requested using existing funds from the HSR Cooperation and Resolution Agreement, now held in City reserves. Because the Zipper would not likely be delivered until Spring, savings within the current fiscal year will be minimal. The total FY 23/24 fiscal impact of the outright purchase should be assumed to equal approximately \$297,000. The total FY 23/24 fiscal impact of a financed acquisition can be assumed to be zero. Future fiscal impacts are projected in the attached summary spreadsheet.

Attachments:

1. Resolution and Exhibit "A"
2. Asphalt Zipper Quote & Model Comparison
3. Asphalt Zipper Cost & Savings Analysis

RESOLUTION NO. 2023 -

A RESOLUTION AUTHORIZING CREATION OF A NEW CAPITAL IMPROVEMENT PROJECT “ASPHALT ZIPPER RECLAIMER ACQUISITION”, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PURCHASE OR FINANCE A 48-INCH RECLAIMER/STABILIZER FROM ASPHALT ZIPPER, INC. IN AN AMOUNT NOT TO EXCEED \$300,000.00, PLUS POSSIBLE FINANCE COSTS.

WHEREAS, the rising cost of street and alley rehabilitation is limiting the number of projects the City is able to complete each year; and

WHEREAS, the City wishes to purchase a 48-inch Reclaimer/Stabilizer from Asphalt Zipper, Inc., allowing City staff to complete significant portions of such work in a cost-effective manner; and

WHEREAS, an analysis has been performed which shows significant potential savings using this equipment, recouping capital costs in as few as three years; and

WHEREAS a quote for this equipment in the amount of \$296,307.31 was received from Asphalt Zipper, Inc. under approved HGAC pricing; and

WHEREAS, the purchase of this equipment will be funded from HSR Cooperation and Resolution Agreement funds already held by the City; and

WHEREAS, the manufacturer of this equipment also offers financing options which may be advantageous for the City and will be considered by staff.

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 create a new FY 2023/2024 Capital Improvement Project “Asphalt Zipper Reclaimer Acquisition” along with all associated accounts, allocations, transfers, and budget amendments necessary for purchase or financing of the Asphalt Zipper equipment.

SECTION 2: Authorizes The City Manager or designee to approve a purchase order with Asphalt Zipper, Inc, pursuant to the quotation attached hereto as Exhibit “A” and in an amount not to exceed \$300,000, and to finance said purchase should finance terms be found advantageous to the City.

-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 December 5, 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

#

The Most Economical Way to Repair Roads Long Term

831 East 340 South, American Fork, Utah 84003

tel: (801) 847-3200

fax: (801) 847-3250

Today's Date: **11/30/2023**

City of Wasco CA

Expires: **12/30/2023**

Proposal good for 30 Days

Factory Rep: Ken Follett

Field Rep: Marion Watson

[illegible]

*Order Deposit:

Customer Signature:

Date:

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

SIDE-BY-SIDE COMPARISON



7th Generation
420X-120E WA



NEW FOR 2024
8th Generation
420X-173H WA

120 hp Tier 4 Final

ENGINE

173 hp Tier 4 Final Performance Series

Significantly more power and torque for greater production.

Manually Adjustable

REAR BAFFLE

Remote-controlled, Active Hydraulic
Makes regulating material size quick and easy, for maximum control.

Manually Set Wheel Swivel Pins

WHEEL ASSIST

Remote-controlled, Active Hydraulic
Wheels engaged/disengaged hydraulically by remote control; improved LED indicators.

Manual

TOP-OPENING BIT HATCH

Active Hydraulic

Open the top hatch with the press of a button for easy bit maintenance.

(Not Available)

MATERIAL CHANNELER

Anti-Chunking Material Channeler
Channels edge material toward center of cutting chamber for more uniform material.

Wired

HOST VEHICLE CONTROL BOX

Wireless

Machine functions monitored and controlled wirelessly from host vehicle; includes E-stop.

Plus numerous additional improvements

Zipper Cost/Savings Analysis - Summary

Rev: 11-29-2023

Project	Approx. SF	\$ Cost w/o Zipper	\$ Cost w/Zipper	Cost/SF w/Zipper	% Savings	\$ Savings
REAP Alleys	94,350	\$ 28,305	\$ 10,379	\$ 0.11	63%	\$ 17,926.50
13th Street Widening/Rebuild	11,500	\$ 22,850	\$ 5,070	\$ 0.44	78%	\$ 17,780.00
6th Street Rehabilitation (F to J)	64,200	\$ 62,100	\$ 11,280	\$ 0.18	82%	\$ 50,820.00
Poso 12th Alley	7,800	\$ 52,730	\$ 24,518	\$ 3.14	54%	\$ 28,212.00
Projected Savings - 4 Projects	177,850	\$ 165,985	\$ 51,247	\$ 0.29	69%	\$ 114,738.50

Capital Cost Recovery Projection	Cash Acquisition	Financed Acquisition	Finance Balance	Deposit Balance			
Year 1 Initial Cost	(\$296,307)	\$0	\$ 333,306	\$ 296,307	Annual Pmt	\$	55,551
Year 1 Savings (four sample projects)	\$ 114,738.50	\$114,739			Total of Pmts	\$	333,306
Year 1 Interest Earned		\$11,852			6-Year Cost of Fin.	\$	36,999
Year 1 Net at end of Year w/o additional Projects	(\$181,569)	\$126,591					
Year 2 Payment #1 of 6		(\$55,551)	\$ 277,755	\$ 240,756			
Year 2 Savings (assumed comprable to Year 1)	\$114,739	\$114,739					
Year 2 Interest Earned		\$9,630					
Year 2 Net at end of Year	(\$66,830)	\$185,778					
Year 3 Payment #2 of 6		(\$55,551)	\$ 222,204	\$ 185,205			
Year 3 Savings	\$114,739	\$114,739					
Year 3 Interest Earned		\$7,408					
Year 3 Net at end of Year	\$47,909	\$244,966					
Year 4 Payment #3 of 6		(\$55,551)	\$ 166,653	\$ 129,654			
Year 4 Savings	\$114,739	\$114,739					
Year 4 Interest Earned		\$5,186					
Year 4 Net at end of Year	\$162,647	\$304,153					
Year 5 Payment #4 of 6		(\$55,551)	\$ 111,102	\$ 74,103			
Year 5 Savings	\$114,739	\$114,739					
Year 5 Interest Earned		\$2,964					
Year 5 Net at end of Year	\$277,386	\$363,341					
Year 6 Payment #5 of 6		(\$55,551)	\$ 55,551	\$ 18,552			
Year 6 Savings	\$114,739	\$114,739					
Year 6 Interest Earned		\$742					
Year 6 Net at end of Year	\$392,124	\$422,528					
Final Payment #6 of 6		(\$55,551)	\$ -	\$ -			
Final Net value after 6 years and final financing payment	\$392,124	\$366,977					
6-Year savings advantage of purchase over finance:	\$25,147						
Annual savings in 2023 dollars:	\$4,191						

CITY OF WASCO
Budgetary Comparison
REAP 2.0 Alleys

				Engineer's Estimate		Low Bidder Poplar SB1		Low Bidder Palm RSTP		Low Bidder Birch SB1		City Crew Grind Only		City Crew Grind & Grade/Compact			
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE		
1	Grind & Haul 3" Existing AC	SF	94350.00	\$ 2.00	\$ 188,700.00	\$ 0.25	\$ 23,587.50	\$ 0.33	\$ 31,135.50	\$ 0.30	\$ 28,305.00	\$ 0.06	\$ 5,661.00	\$ 0.06	\$ 5,661.00		
2	Grade & Proofroll Existing Subgrade	SF	94350.00	\$ 0.45	\$ 42,458.00	\$ 0.05	\$ 4,717.50	\$ 0.37	\$ 34,909.50	\$ 0.13	\$ 12,265.50	\$ 0.45	\$ 42,457.50	\$ 0.05	\$ 4,717.50		
CON Total:					\$ 231,158.00		\$ 28,305.00		\$ 66,045.00		\$ 40,570.50		\$ 48,118.50		\$ 10,378.50		\$ -

Price / SF	\$	2.45	\$	0.30	\$	0.70	\$	0.43	\$	0.51	\$	0.11	63%	Cost per s.f. and savings %			
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Construction:	\$	462,316.00
Contingency:	\$	46,231.60
Subtotal:	\$	508,547.60
PE:	\$	101,709.52
CE:	\$	76,282.14
TOTAL:	\$	686,539.26

PAVING (Cold Mix)		GRIND/PULVERIZE		GRADE/COMPACT	
7 guys / DAY @ \$46.90/HR	\$ 2,626.40	3 guys / DAY	\$ 1,125.60	3 guys / DAY	\$ 1,125.60
1000 LF / DAY Paving		25000 SF / DAY		\$120/DAY Maintenance	\$ 120.00
25 GAL / DAY	\$ 150.00	50 GAL / DAY	\$ 240.00	15000 SF/DAY	
12000 SF / DAY				40 GAL/DAY Roller & Grader	\$ 240.00
\$120/DAY Maintenance	\$ 120.00	\$160/Day Maintenance	\$ 160.00		
Cold Mix \$110/TON Trucked (277 TON/DAY)	\$ 30,470.00	\$50/Day Maintenance Loader	\$ 50.00		
Labor Cost (Daily)	\$ 2,626.40	Labor Cost (Daily)	\$ 1,125.60	Labor Cost (Daily)	\$ 1,125.60
Equipment, Materials & Supply Cost	\$ 30,740.00	Equipment Cost	\$ 450.00	Equipment Cost	\$ 360.00
Total (12,000 SF/DAY Paving)	\$ 33,366.40	Total Gring/Pulverize / DAY	\$ 1,575.60	Total Grade/Compact / DAY	\$ 1,485.60
Cost/SF	\$ 2.78	Cost/SF	\$ 0.06	Cost/SF	\$ 0.10

CITY OF WASCO
Budgetary Comparison
13th Street

				Engineer's Estimate		Low Bidder Poplar SB1		Low Bidder Palm RSTP		Low Bidder Birch SB1		City Crew Grind Only		City Crew Grind & Grade/Compact					
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE				
1	Grind & Haul 3" Existing AC	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ 2,850.00	\$ 2,850.00	\$ 3,135.00	\$ 3,135.00	\$ 4,750.00	\$ 4,750.00	\$ 570.00	\$ 570.00	\$ 570.00	\$ 570.00				
2	Grade and compact Existing Subgrade	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 4,500.00				
3																			
CON Total:				\$	65,000.00		\$ 22,850.00	\$	23,135.00	\$	24,750.00	\$	20,570.00		\$ 5,070.00				
Price / SF				\$	5.65		\$ 1.99	\$	2.01	\$	2.15	\$	1.79		\$ 0.44	78%	Cost per s.f. and savings %		
Grind Pave	9500 11500	Construction:				\$ 65,000.00									Savings:		\$ 17,780.00		
		Contingency:				\$ 6,500.00													
		Subtotal:				\$ 71,500.00													
		PE:				\$ 14,300.00													
		CE:				\$ 10,725.00													
		TOTAL:				\$ 96,525.00													
										PAVING (Cold Mix)				GRIND/PULVERIZE		GRADE/COMPACT			
										7 guys / DAY @ \$46.90/HR		\$ 2,626.40		3 guys / DAY		\$ 1,125.60			
										1000 LF / DAY Paving				25000 SF / DAY		\$ 120/DAY Maintenance			
										25 GAL / DAY		\$ 150.00		50 GAL / DAY		\$ 240.00			
										12000 SF / DAY						40 GAL/DAY Roller & Grader			
								\$120/DAY Maintenance		\$ 120.00		\$160/Day Maintenance		\$ 160.00					
								Cold Mix \$110/TON Trucked (277 TON/DAY)		\$ 30,470.00		\$50/Day Maintenance Loader		\$ 50.00					
								Labor Cost (Daily)		\$ 2,626.40		Labor Cost (Daily)		\$ 1,125.60					
								Equipment, Materials & Supply Cost		\$ 30,740.00		Equipment Cost		\$ 450.00					
								Total (12,000 SF/DAY Paving)		\$ 33,366.40		Total Gring/Pulverize / DAY		\$ 1,575.60					
														Total Grade/Compact / DAY					
								Cost/SF		\$ 2.78		Cost/SF		\$ 0.06					

				Engineer's Estimate		Low Bidder Poplar SB1		Low Bidder Palm RSTP		Low Bidder Birch SB1		City Crew Grind Only		City Crew Grind & Grade/Compact			
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE		
1	Grind & Haul 3" Existing AC	SF	64200.00	\$ 1.00	\$ 64,200.00	\$ 0.30	\$ 19,260.00	\$ 0.33	\$ 21,186.00	\$ 0.50	\$ 32,100.00	\$ 0.06	\$ 3,852.00	\$ 0.06	\$ 3,852.00		
2	Grade and compact Existing Subgrade	LS	1.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 89,737.33	\$ 89,737.33	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 7,428.00	\$ 7,428.00		
CON Total:					\$ 114,200.00		\$ 69,260.00		\$ 110,923.33		\$ 62,100.00		\$ 53,852.00		\$ 11,280.00		
Price / SF					\$ 1.78		\$ 1.08		\$ 1.73		\$ 0.97		\$ 0.84		\$ 0.18	82%	Cost per s.f. and savings %
Construction:				\$	114,200.00							Savings:		\$	50,820.00		
Contingency:				\$	11,420.00												
Subtotal:				\$	125,620.00												
PE:				\$	25,124.00												
CE:				\$	18,843.00												
TOTAL:				\$	169,587.00												
										PAVING (Cold Mix)				GRIND/PULVERIZE			
										7 guys / DAY @ \$46.90/HR		\$ 2,626.40		3 guys / DAY		\$ 1,125.60	
										1000 LF / DAY Paving				25000 SF / DAY		\$ 1,125.60	
										25 GAL / DAY		\$ 150.00		50 GAL / DAY		\$ 240.00	
										12000 SF / DAY						40 GAL/DAY Roller & Grader	
										\$120/DAY Maintenance		\$ 120.00		\$160/Day Maintenance		\$ 160.00	
										Cold Mix \$110/TON Trucked (277 TON/DAY)		\$ 30,470.00		\$50/Day Maintenance Loader		\$ 50.00	
										Labor Cost (Daily)		\$ 2,626.40		Labor Cost (Daily)		\$ 1,125.60	
										Equipment, Materials & Supply Cost		\$ 30,740.00		Equipment Cost		\$ 450.00	
										Total (12,000 SF/DAY Paving)		\$ 33,366.40		Total Gring/Pulverize / DAY		\$ 1,575.60	
										Cost/SF		\$ 2.78		Cost/SF		\$ 0.06	
														Cost/SF		\$ 0.10	

CITY OF WASCO
Budgetary Comparison
Alleyway from 12th Street to Poso

				Engineer's Estimate		Low Bidder Poplar SB1		Low Bidder Palm RSTP		Low Bidder Birch SB1		City Crew Grind Only		City Crew Grind & Grade/Compact		City Crew Grind & Grade/Compact & Pave				
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE			
1	Grind & Haul 3" Existing AC	SF	7800.00	\$ 2.00	\$ 15,600.00	\$ 0.30	\$ 2,340.00	\$ 0.33	\$ 2,574.00	\$ 0.50	\$ 3,900.00	\$ 0.06	\$ 468.00	\$ 0.06	\$ 468.00	\$ 0.06	\$ 468.00			
2	Grade and compact 8" Class 2 AB	CY	260.00	\$ 120.00	\$ 31,200.00	\$ 120.00	\$ 31,200.00	\$ 120.00	\$ 31,200.00	\$ 120.00	\$ 31,200.00	\$ 120.00	\$ 31,200.00	\$ 5.77	\$ 1,500.00	\$ 5.77	\$ 1,500.00			
3	Asphalt Paving 3"	TONS	205.00	\$ 115.00	\$ 23,575.00	\$ 97.00	\$ 19,885.00	\$ 115.00	\$ 23,575.00	\$ 86.00	\$ 17,630.00	\$ 110.00	\$ 22,550.00	\$ 110.00	\$ 22,550.00	\$ 107.00	\$ 21,935.00			
CON Total:					\$ 70,375.00	\$ 53,425.00		\$ 57,349.00		\$ 52,730.00		\$ 54,218.00		\$ 24,518.00		\$ 23,903.00				
Price / SF					\$ 9.02	\$ 6.85		\$ 7.35		\$ 6.76		\$ 6.95		\$ 3.14		\$ 3.06				
																54% Cost per s.f. and savings %				
Construction:					\$ 140,750.00											Savings:		\$ 28,212.00		
Contingency:					\$ 14,075.00															
Subtotal:					\$ 154,825.00															
PE:					\$ 30,965.00															
CE:					\$ 23,223.75															
TOTAL:					\$ 209,013.75															
										PAVING (Cold Mix)				GRIND/PULVERIZE				GRADE/COMPACT		
										7 guys / DAY @ \$46.90/HR		\$ 2,626.40		3 guys / DAY		\$ 1,125.60		3 guys / DAY		
										1000 LF / DAY Paving				25000 SF / DAY				\$120/DAY Maintenance		
										25 GAL / DAY		\$ 150.00		50 GAL / DAY		\$ 240.00		15000 SF/DAY		
										12000 SF / DAY								40 GAL/DAY Roller & Grader		
										\$120/DAY Maintenance		\$ 120.00		\$160/Day Maintenance		\$ 160.00				
										Cold Mix \$110/TON Trucked (277 TON/DAY)		\$ 30,470.00		\$50/Day Maintenance Loader		\$ 50.00				
										Labor Cost (Daily)		\$ 2,626.40		Labor Cost (Daily)		\$ 1,125.60		Labor Cost (Daily)		
										Equipment, Materials & Supply Cost		\$ 30,740.00		Equipment Cost		\$ 450.00		Equipment Cost		
										Total (12,000 SF/DAY Paving)		\$ 33,366.40		Total Gring/Pulverize / DAY		\$ 1,575.60		Total Grade/Compact / DAY		
										Cost/SF		\$ 2.78		Cost/SF		\$ 0.06		Cost/SF		
												\$ 0.10								