



## AGENDA

### Special City Council Meeting,

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

**Tuesday, December 19, 2023 – 6:00 pm.**

**Council Chambers**

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

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

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

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

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

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

**AGENDA MATERIALS:** City Council agenda materials are released no later than 24 hours prior to a Special meeting and are available to the public at the City Clerk's Office, 746 8<sup>th</sup> Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

**PUBLIC COMMENTS:** This is a special meeting, and only comments or statements concerning the Agenda items listed below are allowed (GC54954.3a). Public comments may be made in person or via email. **If you would like to submit a public comment via email**, please submit email comments to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) **no later than 4:00 p.m. December 19, 2023.**

Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

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

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

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

**SPECIAL 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:**

**5) PRESENTATIONS:** None

**6) PUBLIC COMMENTS:**

This is a special meeting, and only comments or statements concerning the Agenda items listed below are allowed (GC54954.3a). Public comments may be made in person or via email. **If you would like to submit a public comment via email**, please submit email comments to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) **no later than 4:00 p.m. December 19, 2023.**

**7) SUCCESSOR AGENCY BUSINESS:** None

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

**9) NEW EMPLOYEE POLICE DEPARTMENT BADGE PINNING CEREMONY FOR:**

1. Fortunato Mariscal, Police Sergeant
2. Patrick Klawitter, Senior Police Officer
3. Armando Salcedo, Police Officer
4. Agustine Uribe, Police Officer
5. Anthony Trout, Police Officer
6. Carlos Harrison, Police Chaplain
7. Mike Lynch, Police Chaplain
8. Brian Klassen, Police Chaplain

**10) APPOINTMENT OF MAYOR AND MAYOR PRO TEM.**

- a. Appoint the Mayor and to appoint the Mayor Pro Tempore, 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)

## **CITY COUNCIL BUSINESS:**

### **11) 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 \$1,776,193.08.
- b. Approval of City Council Minutes for:
  1. December 5, 2023, Regular Meeting
  2. December 5, 2023, Special Meeting
- c. Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with J.L. Plank, Inc. for the Historic Downtown Business District Transformation Project in the amount of \$4,190,400.00 and allowing the City Manager or Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$100,000.00, and Find that this project is found to be exempt under Section 15301 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.
- d. Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order with Misco Water in an amount not to exceed \$70,000.00 to purchase two NETZSCH Centrifuge Feed Pumps and that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.
- e. A Resolution Approving an Amendment to the Standard Agreement (20-CDBG-CV2-3-000010) Issued Under The 2020 Community Development Block Grant Program-Coronavirus Response (CDBG- CV) and Find that this action is Categorically Excluded Subject to Section 58.5 Pursuant to 24 CFR 58.35(a); no environmental review is required.
- f. Approval of Travel Expenses Exceeding \$500.00 for the Administrative Manager and the Executive Assistant I to attend the Laserfiche Empower 2024 Conference on April 22, 2024, in Las Vegas, 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.
- g. Adopt a Resolution Authorizing the City Manager or Designee to finalize and approve a purchase order with Steam Cleaners Inc. in an amount not to exceed \$10,000.00 to purchase a Steam cleaner for the sanitation wash rack 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 Authorizing the City Manager or designee to approve a purchase order with Synapse to purchase a Laserfiche Cloud Municipal License in the amount of \$15,450.00 annually and authorize a budget amendment of \$11,000.00 to the City Clerk Department; 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.

**12) PUBLIC HEARINGS: None**

**13) DEFERRED BUSINESS: None**

**14) NEW BUSINESS:**

- a. Approval of the Travel and Training and selection of Two (2) Council Members to Attend the International Council of Shopping Centers ICSC Conference scheduled for May 19-21, 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. (Hurlbert)

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

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

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

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

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

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

**19) CLOSED SESSION: None**

**20) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on December 18, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://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](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> Street, Wasco, CA 93280, during regular business hours, 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.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Appoint the Mayor and to appoint the Mayor Pro Tempore.

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### **Recommendation:**

Staff recommends that the City Council:

- 1) To appoint a Mayor, and
- 2) To appoint Mayor Pro Tempore, and
- 3) 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:**

On October 3, 2017, the City Council adopted a Resolution approving the City Council orientation manual for elected and appointed officials. The manual states the procedure for how the election of the Mayor and Mayor Pro Tempore is conducted.

*Election of Mayor and Mayor Pro Tempore: The City Council selects the Mayor and the Mayor Pro Tem. Following a general election, at the first regular City Council Meeting of City Council members elected at such election and upon presentation by the County of the certified election results, or no later than the second regularly scheduled meeting in December following the election, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. In years where an election is not held, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. The election of the Mayor and Mayor Pro Tempore will take place as follows:*

- 1) The then current Mayor will conduct the election for the office of Mayor.*
- 2) The following the election, the City Clerk will turn over the gavel to the newly elected Mayor, who will then conduct the election for the office of Mayor Pro Tempore.*

Staff recommends following the procedure stated in the City Council Handbook.

Upon selection of the Mayor, the Clerk will relinquish the gavel to the newly selected Mayor, and after the appointment of the Mayor, the newly appointed Mayor will conduct the election of the Mayor Pro Tempore using the same method.

**Fiscal Impact:**

None

**Attachments:**

1. City Council Handbook

RESOLUTION NO. 2017 - 3238

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY WASCO ADOPTING THE  
CITY COUNCIL OF THE CITY OF WASCO ORIENTATION MANUAL FOR  
ELECTED AND APPOINTED OFFICIALS, COMMONLY REFERENCED AS THE  
CITY COUNCIL HANDBOOK**

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**WHEREAS**, it is the intent and desire of the City Council to conduct its business in an orderly and fair manner; and

**WHEREAS**, there are certain basic rights of due process and opportunity to address issues with equity, fairness, and equal protection of the law; and

**WHEREAS**, certain parliamentary procedures have been found to be useful in order to guarantee that the communication and process of government are fair, reasonable, and just; and

**WHEREAS**, the City has a duty to proceed with the business of government in an efficient and orderly fashion; and

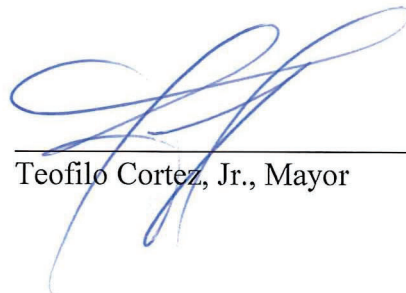
**WHEREAS**, the City Council desires to establish uniform norms and procedures in order to accomplish these goals and work for the common good of the people of Wasco.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Wasco does hereby resolve, find, declare, determine, and order as follows:

1. The Orientation Manual for Elected and Appointed Officials shall be considered the Rules of Procedure and Order of Business of the City Council, and shall govern all proceedings of the City Council therein described, subject to the exceptions and deviations provided for in such rules.
2. By virtue thereof, and when not in conflict with the Constitution and the laws of the State of California, the Orientation Manual for Elected and Appointed Officials shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the order of the business of the City Council of the City of Wasco.

**PASSED AND APPROVED** at a regular meeting by the City Council of the City of Wasco on this 3<sup>rd</sup> day of October, 2017, by the following vote:

AYES: Cortez, Garcia, Reyna  
NOES: Wegman  
ABSTAIN: Espitia  
ABSENT: None

  
\_\_\_\_\_  
Teofilo Cortez, Jr., Mayor

ATTEST:

I, DUVIET RODRIGUEZ, the City Clerk of the City of Wasco, hereby certify the foregoing Resolution No. 2017-3238 was approved, and passed by the City Council on the 3<sup>rd</sup> day of October, 2017.



Duviet Rodriguez, City Clerk



RICHARDS | WATSON | GERSHON  
ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

# City of Wasco

## An Orientation Manual For Elected and Appointed Officials

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prepared and presented by

Trisha Ortiz, Esq.

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October 2017

For more information contact: Trisha Ortiz  
tortiz@rwglaw.com  
Telephone 213.626.8484 Facsimile 213.626.0078  
www.rwglaw.com

## **PREFACE**

**As provided by California Government Code Section 36813, the City Council of the City of Wasco establishes the Orientation Manual for Elected and Appointed Officials, and procedures contained therein. The Manual shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.**

**In addition to the Orientation Manual for Elected and Appointed Officials, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as the "Orientation Manual for Elected and Appointed Officials for the City of Wasco."**

**Adopted October 2017**

**Resolution No. 2017-3238, dated October 3, 2017**



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## FOREWORD

Congratulations on assuming a City Council seat in the City of Wasco. We are looking forward to working with and providing legal advice to you.

To assist you in being an effective public official, we have prepared this Orientation Manual to provide you with an introduction to common legal issues that you will encounter.

The City of Wasco is organized as a "City Manager" form of city government. This means that the City Manager has the power to administer the day-to-day affairs of the City. The City Council appoints the City Manager and the City Manager appoints, hires and dismisses City employees, except the City Attorney, the City Engineer and City Traffic Engineer who are appointed by the Council. The City Council interacts with City employees through the City Manager, and may not give direct orders to the City Manager's subordinates. (Gov. Code, § 34851.) When in doubt as to the powers of the City, you should consult the Wasco Municipal Code and applicable provisions of the State Codes. We will be glad to assist you on any legal issues or questions that may arise.

Chapters one and two of this handbook outline standard meeting procedures and provide advice on how to make meetings manageable. Chapter three explains ethics training requirements for local officials. Chapter four summarizes the legal requirements for certain land use decisions. Chapter five provides a brief overview of the various steps a proposed project goes through under the California Environmental Quality Act before it can be approved. Chapter six addresses attorney client privileged communications and issues pertaining to the confidentiality of closed session meetings.

We hope you will find this handbook a valuable resource throughout your tenure in office. Should you have any questions about the information included in this handbook, please do not hesitate to contact us at (213) 626-8484.

Trisha Ortiz, Esq.

## CHAPTER 1

### STANDARD MEETING PROCEDURES

#### I. TYPES OF MEETINGS

**Regular Meetings:** All regular business of the City Council should be conducted at the City Council's regular, monthly meetings. Once a regular meeting is adjourned, the Council may not meet again until the next regular meeting, unless the Council adjourns to a different time or unless a special meeting is called, as described below. Field trips and "study sessions" occurring on a date other than a regular meeting date are conducted as adjourned meetings or special meetings.

**Adjourned Meetings:** At the conclusion of a regular meeting, the Mayor may adjourn the meeting to a specific time, place and date. This allows for an extension of the regular meeting. If a regular meeting of the City Council is adjourned to another time, the City Clerk shall post a notice of the adjourned meeting. Adjourned meetings can be again adjourned to a date, time and place specific; however, once any meeting is finally adjourned, it cannot be reconvened.

**Special Meetings:** Special meetings may be called by the Mayor or by a majority of the City Council under the following guidelines:

- Written notice must be delivered personally or by any other means to each Council Member, the City Clerk, and the local media, at least 24 hours prior to the meeting. Notices must also be posted, at least 24 hours prior to the meeting, at the designated posting places in the City and the City's Internet website.
- The notice must contain the subjects of the meeting and only those subjects may be considered at the special meeting.

## II. CONDUCT OF MEETINGS

**Mayor:** The Mayor presides at all City Council meetings. The Mayor shall be the official head of the City for all ceremonial purposes. The Mayor shall have the primary but not exclusive responsibility for interpreting the policies, programs, and needs of the City government to the people, and of informing the people of any major change in policy or program.

**Mayor Pro Tempore:** In the absence of the Mayor, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act.

**Absence of Mayor and Mayor Pro Tempore:** In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be elected by the members of the Council present.

**Election of Mayor and Mayor Pro Tempore:** The City Council selects the Mayor and the Mayor Pro Tem. Following a general election, at the first regular City Council Meeting of City Council members elected at such election and upon presentation by the County of the certified election results, or no later than the second regularly scheduled meeting in December following the election, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. In years where an election is not held, the City Council will select from among its members a Mayor and a Mayor Pro Tempore to serve for a term of one year. The election of the Mayor and Mayor Pro Tempore will take place as follows:

- 1) The then current Mayor will conduct the election for the office of Mayor.
- 2) Following the election, the City Clerk will turn over the gavel to the newly-elected Mayor, who will then conduct the election for the office of Mayor Pro Tempore.

**City Clerk:** The City Clerk takes and prepares minutes of each meeting and is responsible for ensuring that meeting notices are properly posted or delivered.

**Agenda:** Agendas must be posted no later than 72 hours in advance of all regular or adjourned meetings and no later than 24 hours in advance of special meetings. Items may be added to the agenda for an upcoming meeting at the request of the Mayor or by a majority vote of the City Council. All agendas are

available for public review, although City Council agenda packets will sometimes contain memoranda from the City Attorney's office stamped "Confidential" that are attorney-client privileged documents that are not made available to the public.

**Conduct of Hearings:** The general manner of conducting hearings is within the control and discretion of the Mayor. After sufficient discussion and presentation of a matter, the Mayor or any member entitled to vote upon the matter may introduce a motion to decide the matter.

**Reopening of Hearings:** In general, no "public hearing" that has been closed may be reopened without additional notice in the same manner as the original hearing. A "public hearing" may be reopened at the same meeting it was closed if the Council finds that everyone present during the original proceeding is still present at the time of the reopening and the hearing is reopened before the Council takes up another matter.

**Voting:** A quorum consists of a majority of the members of the City Council. Unless a particular rule requires a minimum of three votes or a supermajority, a majority of those voting is sufficient to pass a matter (e.g., a 2-1 vote, with two absences or abstentions is sufficient to approve the minutes). Common minimum majority requirements are these: three votes are required to pass a resolution, an ordinance or to approve an expenditure of money; a two-thirds majority (or unanimous, if less than two thirds of the City Council is present) is required to find that a matter can be appropriately added to an agenda because there is a need to take immediate action and the need to consider the matter came to the City's attention after the posting of the agenda; and a four-fifths majority is required to adopt an urgency ordinance.

When the City Council is acting in an adjudicative capacity,<sup>1</sup> and if a Council Member is to vote on a matter that is the subject of a public hearing, the Council Member must be present during the public hearing. However, if the

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<sup>1</sup> The Council acts in a "quasi-judicial" or "adjudicative" capacity when it applies previously established rules to a particular set of facts, as in approving a Conditional Use Permit (CUP). The Council acts in a "legislative" capacity when it adopts rules and regulations (typically, ordinances) for future application. The distinction is not always obvious and our office can guide you as necessary.

public hearing has been closed and continued for a decision to another date, or the hearing has been continued to another date, an absent member can vote if the member has listened to the full tape of the prior hearing or hearings and read all documents considered at the prior hearing or hearings on the matter. If the absent member has listened to the tape and read the documents, the member should state this fact for the record before participating in the hearing.

**Vacancies:** In the event that a seat on the City Council becomes vacant and the City Council determines to fill the vacancy by appointment, the City Council will appoint the candidate receiving the highest number of votes among the candidates who were not elected to the City Council during the most recent election for the City Council. If the candidate is not willing or able to accept the appointment, the City Council will appoint the candidate receiving the next highest number of votes. If that candidate is not willing or able to accept the appointment, the City Council will continue through the list until a candidate accepts or the list is exhausted. In the event that no candidate is willing or able to accept the appointment, the City Council will request applications and interview applicants to fill the vacancy by appointment.

**Limitations on Collecting Evidence Outside of the Public Hearing:** The concept of a fair hearing includes the requirement that all evidence that serves as the basis of an adjudicative decision must be in the record so that it is subject to rebuttal. This can be a problem if Council Members collect evidence outside of the public hearing. For the purpose of limiting the decision making process to evidence presented in the record, Council Members should avoid speaking to applicants or other members of the public about a matter that is the subject of an adjudicative decision. In the event that a Council Member does have a conversation with a member of the public on such a matter, the Council Member should identify on the record with whom he or she spoke, and the subject of the conversation. In this way the evidence obtained by the individual Council Member will become part of the record, and will be subject to rebuttal during the hearing.



## **CHAPTER 2**

### **MAKING MEETINGS MANAGEABLE: Meeting Management Tips for Mayors and Council Members**

This Chapter of the Orientation Manual is an outline of ideas to assist Mayors and Council Members to identify meeting management issues. It is not intended as exhaustive legal advice. Rather, it is a compilation of guidelines that have proven to be effective in some communities.

#### **I. GOALS OF MEETING MANAGEMENT**

- A. Complying with legal requirements for public participation in a way that balances public participation with the need to get the City's business done;
- B. Making meetings shorter, while allowing thorough and meaningful discussion;
- C. Relieving Council Members and City staff of "meeting anxiety";
- D. Dealing effectively with speakers;
- E. Preventing rules of parliamentary procedure from becoming obstacles to, rather than tools for, meeting management;
- F. Presenting a "public face" for the City of competence, civility and efficiency; and
- G. Accomplishing these goals without violating the Brown Act, due process rights of constituents, or the privacy rights of City employees.

#### **II. TYPES OF MEETINGS**

##### **I. Formal**

- Roles of participants are strictly observed;



- Audience speaks only when called on;
- Time limits established for speakers;
- Council Members speak when called on;
- Everyone sticks to the issue at hand;
- Debates are not allowed; one-way communication only; and
- Rules of decorum and procedure are strictly followed.

## **II. Informal**

- Fewer barriers between audience and Council;
- Town-meeting atmosphere; and
- Participation is encouraged and less structured.

Every Council must decide on the degree of formality that works best to accomplish its goals. Some factors to consider include:

- A. How many people come to the meetings?
- B. How controversial are the issues?
- C. How well does the Mayor keep the meeting on track?
- D. Is audience disruption a regular problem?
- E. How long is a typical agenda?
- F. How big is the Council chamber?
- G. Where does the Council sit vis à vis the audience?
- H. Are the meetings broadcast or videotaped?

Each Council must decide what degree of formality works best depending on the combination of these factors. Generally, more control can be obtained if the meeting is more formal. Meetings need not be uniformly of one type or another; each meeting may be more or less formal than the last, depending on how the above factors are operating; but if so, the inconsistency should be explained. (Example: "We've got a lot more folks here than usual tonight, so in order to stay organized, we're going to use speaker slips and limit everyone to three minutes.")

Formality has the advantage of keeping tighter control over the meeting, appearing more businesslike, and moving through the agenda more quickly. However, it is less personal, more intimidating to the public and allows less spontaneity. Less formal meetings offer a more approachable government, but are more difficult to manage, especially with larger audiences. Even with a small audience, an extremely informal approach, where the audience is given unfettered discretion to participate, often leads to long-winded discussions and lengthy meetings. Obviously, though, an overly formal meeting style would look silly if only a handful of people regularly attend meetings. Thus, you should adjust to your own particular situation and use those elements of formality necessary to accomplish your objectives.

### **III. WHY MEETINGS GO ON ... AND ON ... AND ON**

- A. Audience: hostile audience, disruptive "regulars," exceeding time limits, wandering from the subject, speaking on every issue, speaking when it's obvious the Council is doing what the speaker wants, rude behavior and personal attacks.
- B. Staff: unprepared staff, incomplete staff reports, non-responsive answers to questions, overly talkative staff.
- C. Agenda: poorly organized agenda, overly packed agenda, timing of closed sessions, placing matters on the agenda before they are ready for decision or after the time when productive discussion can be had.

- D. Mayor: a Mayor who fails to move the meeting along, an autocratic Mayor who invites resistance and argument from the Council or audience, an unprepared Mayor, a disorganized Mayor, a Mayor who fails to perceive the feelings and desires of the audience and Council and allows one person to drag on a discussion when the bulk of the group is ready to move on.
- E. Council Member: Council Members who talk too much, who don't distinguish between important and unimportant issues, who aren't prepared and delay the meeting while they read the staff report, who are disorganized and waste time trying to remember what it is they wanted to know or say about an item.

#### **IV. DEALING WITH PERSISTENT OR INAPPROPRIATE PUBLIC COMMENTARY**

Listed below are some common methods of dealing with persistent or inappropriate public commentary at public meetings:

- A. Rise above it by ignoring it, smiling, and thanking each speaker for his/her comments; effective use of appropriate humor can also be helpful;
- B. Periodically remind the audience to be civil and observe commonly understood rules of decent behavior;
- C. Meet with the offenders privately to see if their concerns can be resolved;
- D. Compliment them when they behave well, praise their commitment to the community in attending meetings, and give them the attention they may be seeking in positive ways that encourage positive behavior.

It is always best to treat the audience with respect and in a manner that responsible adults prefer to be treated. In general it is better to serve as an example than to be perceived as a bully or an object of ridicule.

Be aware of your body language, both positively and negatively. Reaching for the microphone is a non-disruptive way to ask for the floor. Crossing your arms, rolling your eyes, turning your chair, etc., indicates to the speaker that you are not listening. Facing the speaker, sitting still, making eye contact, indicates that you are listening.

## **V. TECHNIQUES FOR MANAGING MEETINGS**

- A. Tell people what is going on as you work through the agenda so that the audience is fully informed. People are more likely to participate if they don't feel lost and intimidated. Try to make the public feel comfortable participating in the meeting.
- B. Organize your agenda in a way that makes the most sense, prevents pent-up frustration due to long waits and is responsive to the audience.
  - Schedule public hearings early, especially if you know people are present to testify, so people can speak on the item and then leave. You may want to schedule early agenda items of interest to children, invited guests and others who may not wish to stay for the whole meeting.
  - Be prepared and organized so the business moves along smoothly, in an orderly and businesslike fashion. Read the agenda well in advance and direct routine questions to staff before the meeting. Write down your comments and questions in anticipation of the meeting. Remember, there are two different reasons to ask a question: to get the answer and to make a public point. You can get your answers before or after the meeting. Making a public point may require a public question. Even if the question must be asked at the meeting, staff will be grateful, and answers will be more useful, if you let staff know to prepare for the question.

- Start on time and finish at a reasonable hour; otherwise you communicate to the public that you do not mind wasting their time and do not invite their participation.
- C. Be polite and encourage politeness; but do it firmly. The audience can be told to quiet down and a speaker can be told to conclude politely, rather than by bullying. Be firm about heckling, booing and harassment of other speakers.
- D. You can accord speakers a meaningful opportunity to be heard without giving them unlimited time:
- Use speaker slips; announce who will speak next so they can be ready and it isn't necessary to wait for them to get up to the podium;
  - Enforce reasonable time limits;
  - Insist that the speaker address the Council as a whole and not the audience, the television audience or an individual Council Member;
  - Allow Council Members to ask questions of speakers but avoid debates, cross-examination and abusive exchanges between the Council and speakers or among audience members;
  - Avoid debates between Council Members and staff;
  - Consider using an informal "Council Member response" period after audience comments so Council Members can respond or give staff direction immediately, yet not when a speaker is at the podium; likewise, a "staff response" time can avoid encouraging debates;
- E. You can eject disruptive people from meetings, but before doing so, you should establish a "record" by giving them clear and ample warnings and alternatives, providing the person an opportunity to

leave or reform his/her behavior voluntarily, and calling upon the sergeant at arms as a last resort. Alternatives include clearing the room under Government Code Section 54957.9 or simply taking a short recess to cool things down. Consider efforts outside the public meeting to address the concerns of persistent or regular citizen complainers. This could be a conversation with the complainers or with the Council Members or staff members who react to the complainers in a counterproductive way. Whatever your style, don't make threats you won't carry out. Ejecting someone from a Council meeting and clearing the room are serious legal matters and can lead to lawsuits, so we recommend consulting with the City Attorney before doing so.

- F. When you have a full house and many members of the audience want to speak, you can encourage people to avoid repetition (and even interrupt to remind them not to repeat what prior speakers have said), ask for a showing of hands as an alternative to individual comments, ask for a "spokesperson" from a group and give him or her more time than the others, firmly curb straying from the subject, discourage applause and other demonstrative activity, enforce time limits, prohibit dialogues and encourage written testimony. Written testimony is especially useful in complex matters. "Reflective listening" – in which the Mayor or a Council Member summarizes what has been said and encourages input that is not repetitious – tells people that you are listening, that they have been heard, and they needn't belabor the point.
- G. Use study sessions to tackle difficult and time-consuming issues in a more informal setting, so that they do not interfere with regular Council meetings. Schedule closed sessions so that they do not interfere with the public portion of the agenda.
- H. Avoid using meetings as a forum for micro-managing the City. Meetings should primarily be for setting policy, making decisions outside the jurisdiction of staff, and listening to the public. Day-to-day management should be left to those hired to manage.



- I. In your enthusiasm to shorten meetings, be careful not to pre-decide issues outside the meeting, to prematurely cut-off audience input (especially in a public hearing setting), or otherwise give the impression that you are steam rolling through the agenda in a predetermined direction without regard to public input.
- J. Cooperate to create a positive image for the City. Like it or not, the Council is likely to be perceived by the community as a whole, not as five individuals. Therefore, you all have an interest in creating a positive public perception.
- K. Don't send people home angry if you can avoid it, even if only by thanking them for coming and speaking.
- L. Encourage staff to summarize, rather than read, their staff reports; reading the entire report wastes time and suggests to the public (and Council Members) that the Council is not (or need not be) prepared. Provide enough information to allow the public to understand the item.
- M. Manage conflict. Conflict among Council Members can lead to repeated debates that waste time. It may be best to agree to disagree respectfully and to encourage the Mayor to manage or prevent debates. Obviously, the Mayor should not get so involved in debate that he or she forgets that it is his or her primary responsibility to manage the meeting. If the Mayor gets into a prolonged debate, it is difficult for anyone else present to get the meeting back on track (although the Mayor Pro Tem or Vice-Chairperson might take on this role).
- N. Don't attack or embarrass staff. The City will look better, and the Council, too, if you avoid "ambushing" or embarrassing staff. You look like a bully if you attack the people who work for you: they can't fight back. You also increase disrespect for the City as an institution and ultimately for you. You can respectfully disagree with staff recommendations; but address the issues, not the personalities. If you have serious questions about the performance of a staff member, take it up with the City Manager or schedule a closed



session to evaluate the Manager's performance. This will also avoid suits claiming that a Council Member has invaded the privacy of a staff member.

**VI. WRITTEN PROCEDURES**

- A. Consider written rules of decorum.
- B. Disseminate written rules governing meeting procedures and public participation by placing them at the back of the room with the agendas and speaker slips.

## CHAPTER 3

### AB 1234 – ETHICS TRAINING FOR LOCAL OFFICIALS

The Legislature passed AB 1234 in 2005 to require local agency officials to receive periodic training in local government ethics laws and principles. The training must be two hours in length and must cover general ethics principles and ethics laws relevant to local government public service.

AB 1234 applies to all cities, counties and districts. Officials who must receive ethics training under AB 1234 include (1) elected officials; (2) appointed boards, commissions and committee members, if those boards obtain a stipend or reimbursement for expenses; and (3) staff members designated to receive ethics training.

We have prepared the following tables to help you understand when these covered officials and staff members need to receive their initial and subsequent ethics trainings. AB 1234 is not precisely clear about how the training deadlines are to be calculated. There has been some disagreement about when officials and staff must take their second and subsequent trainings. We believe the deadlines in this chart are consistent with the law's text and the Legislature's intent, and if followed, will ensure your agency's officials are in compliance with AB 1234. Should a court or the California Attorney General subsequently interpret the statute differently, we will immediately inform you.

**Table 1: Deadlines for Officials and Employees Who Started Before January 1, 2006**

<b>Date Official Commenced Service<sup>2</sup></b>	<b>Applicable Law</b>	<b>First Training Deadlin</b>	<b>Second Training Deadlin</b>	<b>Subsequent Trainings</b>
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<sup>2</sup> This date is the date the official or employee commenced his or her service with the local agency. For example, if a public official was already in office in the agency on January 1, 2006 and was subsequently reelected in March 2007, the official's commencement date for purposes of AB 1234 is still prior to January 1, 2006.

		e	e	
Before January 1, 2006	Government Code section 53235.1 (a): "Each local agency official in local agency service as of January 1, 2006, except for officials whose term of office ends before January 9, 2007, shall receive the training required by subdivision (a) of Section 53235 before January 1, 2007. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years."	January 1, 2007	January 1, 2009	At least once every two years starting on January 1, 2009.

**Table 2: Deadlines for Officials and Employees Who Started On or After January 1, 2006**

<b>Date Official Commenced Service</b>	<b>Applicable Law</b>	<b>First Training Deadline</b>	<b>Second Training Deadline</b>	<b>Subsequent Trainings</b>
On or after January 1, 2006 (generally)	Government Code Section 53235.1 (b): "Each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years."	One year from first day of service.	Three years from first day of service.	At least once every two years starting on the third year from the first date of service.
Example 1: March 12, 2007	Government Code section 53235.1 (b)	March 12, 2008	March 12, 2010	March 12, 2012, March 12, 2014, etc.

Example 2: November 18, 2015	Government Code section 53235.1 (b)	Nov. 18, 2016	Nov. 18, 2018	Nov. 18, 2020, Nov. 18, 2022, etc.
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Free AB 1234 training is available on the web through the California Fair Political Practices Commission (<http://localethics.fppc.ca.gov/login.aspx>). Various municipal conferences also offer AB 1234 training.

## CHAPTER 4

### IMPORTANCE OF FINDINGS IN QUASI-JUDICIAL ACTIONS

From time to time the Council will be called upon to exercise its quasi-judicial function. In other words, the Council will sit as a "judge" in determining whether a particular land use entitlement, such as a variance, subdivision map or a conditional use permit, is appropriate for a particular piece of property. The following discussion, partially excerpted from a publication by the State Office of Planning and Research, discusses the importance of findings.

#### I. *TOPANGA*: THE CORNERSTONE FOR FINDINGS

Any discussion of findings and decisions affecting land use must begin with the seminal case in the area, *Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506. In *Topanga*, the California Supreme Court defined findings, explained their purposes, and discussed the circumstances in which they are required.

##### A. Definition

The *Topanga* court defined findings as legally relevant subconclusions that expose the agency's mode of analysis of facts, regulations, and policies, and bridge the analytical gap between raw data and ultimate decision (*Topanga, supra*, at pp. 515, 516). In other words, findings are the legal footprints local administrators and officials leave to explain how they applied the facts to established standards and arrived at a decision.

##### B. Purpose

The *Topanga* court outlined four purposes for making findings, two of which are relevant mainly to the decision making process, and two of which are relevant to judicial review functions. Findings should:

1. Provide a framework for making principled decisions, enhancing the integrity of the administrative process;

2. Help make analysis orderly and reduce the likelihood that the agency will randomly leap from evidence to conclusions;
3. Enable the parties to determine whether and on what basis they should seek judicial review and remedy; and
4. Inform a reviewing court of the basis for the agency's action.

C. Circumstances Requiring Findings

While the four purposes seem clear enough, state law has not clearly distinguished between the situations that require findings and those that do not. Absent a specific legislative requirement for findings, the courts determine when they are necessary. In general, case law has required findings for land use decisions that are quasi-judicial. In this type of decision, a reviewing body holds a hearing, takes evidence, and bases its decision on the evidence. The action involves applying a fixed rule, standard, or law to specific facts and a specific parcel of land. Examples include variances, use permits, and tentative subdivision and parcel maps.

By way of comparison, findings are not necessary for legislative decisions unless specifically required by statute (*Mountain Defense League v. Board of Supervisors* (1977) 65 Cal.App.3d 723, 732, fn. 5). In contrast with a quasi-judicial act, which involves the application of an existing rule to a specific factual situation, a legislative act generally involves the formulation of a rule to be applied to all future cases. Examples are the adoption or amendment of a general plan or zoning ordinance. Even though a zone change or general plan amendment may be specific to a particular parcel, it is still a legislative act because its underlying effect is legislative in nature, regardless of the size or geographic scope of the property affected (*Arnel Development Company v. City of Costa Mesa* (1980) 28 Cal.3d 511). On the other hand, for example, if the adoption or amendment of a general plan or zoning ordinance limits the number of housing units that may be constructed on an annual basis, certain findings are required.

## **II. PREPARATION OF FINDINGS: A QUESTION OF TIMING**

As discussed above, *Topanga* states that findings should enhance the integrity of the administrative process, help make analysis orderly, and reduce the likelihood that the agency will randomly leap from evidence to conclusions. This requires the decision makers to identify the reasons supporting a decision prior to taking action.

However, in the daily reality of acting on a myriad of different land use applications and other matters, the decision making body may find it difficult to formulate detailed findings and to reduce them to writing at the point of the decision. Therefore, many cities have their staffs prepare proposed findings for the decision makers to consider and then use, revise or reject. The suggested findings can help the decision makers identify the appropriate information, policies, and regulations governing the proposed project and guide them in making the necessary findings. Of course, before adopting any staff-prepared findings, the decision makers must objectively review and, where necessary, revise the findings to make sure that they accurately reflect both the evidence in the record (which is likely to be supplemented in the hearing after the presentation of the staff report) and the decision makers' own conclusions.

Where the opportunity exists, some local land use decision-making bodies take tentative action and then direct staff to draft a written statement of the findings based on the evidence and the deliberative discussion that took place during the public hearing. The staff draft can then be reviewed for adoption as the agency's findings at a later meeting. This method of preparing findings often provides staff with an opportunity to carefully review the entire record, including the evidence presented during the public hearing, before preparing proposed findings for the decision-making body. However, this method also necessarily delays the final decision on projects until the decision-making body reconvenes to consider the findings.

## **III. SUMMARY: BRIDGING THE GAP**

California courts have demonstrated their concern for rational and open land use decisions that protect the public interest. The *Topanga* court offered four purposes for findings, all emphasizing these concerns. The now familiar



language of that court requiring cities to “bridge the analytical gap between raw data and ultimate decision” leaves no doubt that decision makers are to follow an orderly path of logic before arriving at decisions. While the political reality of making land use decisions involves compromises at times, the political reality must accommodate rational and dispassionate deliberation in the decision making process.

The process of making land use decisions has its rough edges: economic impacts, election campaigns, tender egos, and neighborhood conflicts. Making findings as an integral part of the decision-making process will not guarantee that all of the rough edges will be smoothed out. However, if decision makers take findings seriously, then they can reduce public doubts about the motivation and wisdom of their decisions. Using findings builds an excellent defense for local officials' decisions and, ultimately, more justly serves the public purposes of regulating land use.

#### **IV. SPECIFIC ACTIONS REQUIRING FINDINGS**

##### **A. Conditional Use Permit**

A Conditional Use Permit (or CUP) is an application filed in order to establish a use (in a zone district) that is not automatically permitted. The Conditional Use Permit procedure was created in order to place controls upon certain uses to ensure that the uses will not adversely affect neighboring properties. Council Members should note that uses are either: (1) automatically permitted; (2) conditionally permitted; or (3) prohibited. A prohibited use cannot be allowed through a Conditional Use Permit.

##### **B. Variance**

A Variance is an application requesting an exception from a standard required by the zoning ordinance. For example, an applicant may file for a variance to exceed the height restriction on a house or to reduce the number of parking spaces required for a restaurant. A variance may not be issued to permit a use that is not otherwise permitted by the applicable zoning district. (Gov. Code, § 65906.)

In granting a variance, the following specific findings must be made: (1) special circumstances exist with regard to the subject property, including size, shape, topography, location or surroundings; (2) due to such special circumstances, the strict application of the zoning ordinance would deprive the property owner of privileges enjoyed by other property owners in the vicinity and the same zone district; and (3) granting of the variance will not constitute a special privilege.

#### C. Tentative Tract Map or Parcel Map

A Tentative Tract Map or Tentative Parcel Map (subdivision map) is a map recording the division of land for the purpose of sale, lease, or financing, and is governed by the Subdivision Map Act. A subdivision of five or more parcels requires a tentative and final tract map. A subdivision of four or fewer parcels requires a tentative and final parcel map.

In granting a Tract Map or Parcel Map, the following specific findings must be made: (1) the proposed map is consistent with applicable general and specific plans; (2) the design or improvement of the proposed subdivision is consistent with applicable general and specific plans; (3) the site is physically suitable for the type of development; (4) the site is physically suitable for the proposed density of development; (5) the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; (6) the design of the subdivision or type of improvements is not likely to cause serious public health problems; and (7) the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

#### D. Zone Change

A Zone Change is a request – generally by a private individual, but occasionally by the City – to rezone a property from one zone designation to another designation. For example, a property owner may apply for an ordinance to rezone a property from a residential zone to a commercial zone. Traditionally, a zone change is considered to be a legislative action that requires no findings other than a finding that the new zoning designation is consistent with the general plan.

## CHAPTER 5

### CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The California Environmental Quality Act (CEQA) was adopted to help maintain a quality environment for all Californians. The basic purposes of CEQA include to:

- Inform you – as governmental decision makers – about the potential, significant environmental effects of a proposed project.
- Inform the public about a proposed project's potential significant environmental effects.
- Identify ways that environmental damage can be avoided or significantly reduced.
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the City finds the changes to be feasible.
- Disclose to the public the reasons why the City approved the project in the manner the City chose if significant environmental effects are involved.

This Chapter provides a brief overview of the various steps a proposed project goes through in the CEQA process before it can be approved. This overview is intended to provide you with a generalized roadmap and does not cover all requirements imposed under CEQA.

#### **Step One: Application received:**

- (A) Staff considers whether the proposed activity is subject to CEQA or is exempt.

- (B) A proposed activity is exempt if it is not a "project" under CEQA, if a statutory or categorical exemption applies, or if it can be seen with certainty that the project will not have a significant effect on the environment.
- (C) If the project is exempt, then no further action under CEQA is required. Staff reports its recommendation to the City Council, and the City Council determines whether the project is exempt. The City may also file a Notice of Exemption with the County Clerk.

**Step Two: If the project is subject to CEQA and is not exempt:**

- (A) Staff conducts and prepares a written Initial Study to determine if the project may have a significant effect on the environment. The Initial Study includes an Environmental Checklist and staff's analysis of environmental effects.

"'Significant effect on the environment' means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant."  
(Cal. Code Regs., tit. 14, § 15382.)

- (B) As soon as it is determined that an Initial Study is to be prepared, staff consults informally with other agencies having jurisdiction over the project as to whether an Environmental Impact Report (EIR), Negative Declaration or Mitigated Negative Declaration should be prepared.

**Step Three: If from the Initial Study it appears the project may have one or more significant adverse effects on the environment:**

- (A) Staff or the applicant may suggest project revisions that, when implemented, will result in the project having no significant adverse environmental effects. If this occurs, then the project should be formally revised to reflect these "mitigating measures" and Step Four followed.
- (B) If the project may still result in one or more significant adverse environmental effects after mitigating measures are added, then staff should go directly to Step Seven.

**Step Four: If Staff determines from the Initial Study that the project will not have a significant adverse effect on the environment:**

- (A) Staff prepares a proposed Negative Declaration including mitigating measures, if any, and attaches a copy of the Initial Study, documenting reasons to support its findings. If mitigating measures are included, the document is referred to as a Mitigated Negative Declaration. The same procedures described below that apply to a Negative Declaration must be followed, with the exception that a mitigation monitoring program must also be prepared.
- (B) Public notice (the "Notice of Preparation") that a proposed Negative Declaration has been prepared must be given before it is approved/disapproved by the Council. At least 20 days notice must be given and the proposed Negative Declaration must be available for public review during this period. The public review period must be extended to 30 days if State Clearinghouse review is required as described in (D) below.
- (C) The City must consult with and solicit comments from responsible agencies, trustee agencies and other agencies with jurisdiction over resources that will be affected by the project, and the City must send a copy of the Notice of Preparation, the proposed Negative Declaration and the Initial Study to these agencies, as well as to persons who previously submitted a written request for notices.

- (D) If the project is of statewide, regional, or area-wide significance, the proposed Negative Declaration must be sent to the State Clearinghouse for review.

**Step Five: If a Negative Declaration is prepared:**

The City Council reviews and considers the Initial Study, proposed Negative Declaration, any public comments received and staff's analysis of the comments. If the Council finds (1) that there is no substantial evidence in the record that the proposed activity will have a significant effect on the environment and (2) that the Negative Declaration reflects the City's independent judgment and analysis, then the Council approves the Negative Declaration concurrently with, or prior to, making any determination on the project. If the Council finds that the proposed activity may have a significant adverse environmental impact, then the Council rejects the Negative Declaration and asks for an EIR to be prepared.

If a Mitigated Negative Declaration is proposed, a mitigation monitoring program must be adopted at the same time that the Mitigated Negative Declaration is approved.

**Step Six: If a Negative Declaration is approved:**

If the City Council approves the Negative Declaration and the proposed project, then a Notice of Determination must be filed with the County Clerk. If the project also requires approval by a state agency, then the Notice of Determination must also be filed with the Office of Planning and Research.

**Step Seven: If there is or may still be a significant effect:**

- (A) If it appears from the Initial Study that the project may have a significant adverse environmental effect, even with mitigating measures, then a draft EIR must be prepared.
- (B) A draft EIR must also be prepared if members of the public present substantial evidence from which a fair argument can



be made that the project may have a significant adverse environmental effect.

**Step Eight: If an EIR will be prepared:**

- (A) After determining that an EIR will be required for a project, the City must send a Notice of Preparation to each agency with jurisdiction over the project, including the State Clearinghouse, as well as to persons who previously submitted a written request for notices.
- (B) Before completing a draft EIR, staff must consult with other agencies having jurisdiction over the project concerning the scope and content of the EIR.

**Step Nine: After completion of an EIR:**

- (A) Upon completing a draft EIR, a Notice of Completion must be filed with the California State Office of Planning and Research and notice and an opportunity to review and comment on the EIR must be given to the public. The minimum period for public review and comment is 30 days.
- (B) The draft EIR must be sent to other agencies having jurisdiction over the project.
- (C) If the project is one of statewide, regional or area-wide significance, then the draft EIR must also be sent to the State Clearinghouse for review. Also, the minimum period for public review is increased to 45 days.

**Step Ten: Public hearing:**

A public hearing on the draft EIR may be conducted. CEQA does not require, but encourages, public hearings. If a hearing is held, it must be properly noticed.

**Step Eleven: Final EIR:**



- (A) Staff assembles the final EIR (draft EIR + public and other comments + a list of those who commented + responses to significant environmental points raised in the comments).
- (B) At least 10 days before certifying a final EIR as complete, a written proposed response must be provided to each public agency that commented on the EIR.

### **Step Twelve: Certification of EIR:**

- (A) The City Council certifies the EIR as being completed in compliance with CEQA, as having been reviewed and considered by the City Council prior to the decision on the project, and as representing the independent judgment and analysis of the City.
- (B) The City Council reviews and considers the final EIR and makes the findings required by CEQA and the State Guidelines prior to or concurrently with approving the project, including adoption of a mitigation monitoring program. No project for which an EIR is required can be approved unless these findings have been made for each significant impact identified in the EIR.<sup>3</sup>

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<sup>3</sup> The possible findings are:

- (1) Changes or alterations have been required in ... the project which avoid or substantially lessen the significant environmental effect [s]... [or]
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and ... [s]uch changes have been adopted by such other agency or can and should be adopted by such other agency [or]
- (3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(14 Cal. Code Regs., tit. 14, § 15091(a).)

If the Council makes either finding (2) or finding (3) for any impact identified in the EIR, CEQA requires the Council to balance the benefits of a proposed project against its unavoidable environmental risks in determining whether to approve the project. The Council cannot approve

- (C) The City Council makes a decision on the project. This can be at the same meeting as the decision on the EIR.

**Step Thirteen: If the City Council approves a project for which an EIR was prepared:**

- (A) If the City Council approves the project, then a Notice of Determination must be filed with the County Clerk indicating the City Council's decision, and including a statement that an EIR was prepared and certified as required. If the project requires discretionary approval from a state agency, then the Notice of Determination must also be filed with the Office of Planning and Research.
- (B) A filing fee must be paid to provide funding for the state Department of Fish and Game at the same time a Notice of Determination is filed.

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the project unless it finds that the benefits of the proposed project outweigh the unavoidable adverse environmental effects. This finding is commonly referred to as a "Statement of Overriding Considerations."

## CHAPTER 6

### CONFIDENTIALITY OF CLOSED SESSIONS AND ATTORNEY CLIENT PRIVILEGED COMMUNICATIONS

#### I. PURPOSES OF CONFIDENTIALITY

The court in *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 380-381 (a case handled by Richards, Watson & Gershon) stated the reasons for allowing public agencies to keep attorney/client privileged information confidential:

Open government is a constructive value in our democratic society. [citations.] The attorney-client privilege, however, also has a strong basis in public policy and the administration of justice. The attorney-client privilege has a venerable pedigree that can be traced back 400 years. "[T]he privilege seeks to insure 'the right of every person to freely and fully confer and confide in one having knowledge of the law, and skilled in its practice, in order that the former may have adequate advice....'" [citations.] It is no mere peripheral evidentiary rule, but is held vital to the effective administration of justice. [citations.] The privilege promotes forthright legal advice and thus screens out meritless litigation that could occupy the courts at the public's expense. [citations.] The privilege serves to "encourage full and frank communication between attorneys and their clients and thereby promote broader public interests in the observance of law and administration of justice."

A city council needs freedom to confer with its lawyers confidentially in order to obtain adequate advice, just as does a private citizen who seeks legal counsel, even though the scope of confidential meetings is limited by this state's public meeting requirements. [citations.] The public interest is served by the privilege because it permits local government agencies to seek advice that may prevent the agency from becoming embroiled in litigation, and it may permit the agency to avoid unnecessary controversy with various members of the public.

## **II. PROHIBITION AGAINST DISCLOSURE OF CONFIDENTIAL COMMUNICATIONS AND INFORMATION**

The Brown Act prohibits a person from disclosing confidential information obtained during a closed session, unless the legislative body authorizes the disclosure. Violations of this section may result in an injunction, disciplinary action, or referral to the grand jury. (Cal. Gov. Code, § 54963). In addition, legislative officials who violate the confidentiality of closed sessions may be barred from future closed sessions. (76 Ops.Cal.Atty.Gen. 289, 291 (1993).)

## **III. SUMMARY**

- It is inappropriate for any one Council Member to disclose attorney/client privileged documents, information obtained from attorney/client privileged documents, or information derived from closed session discussions. The City is the holder of the attorney/client privilege and the holder of the right to keep confidential information discussed in closed sessions. Disclosure of closed session discussions should only occur when required by law or upon a majority vote of the City Council upon advice of the legal counsel or negotiator handling the matter.
- It is inappropriate for the City Council or any one City Council Member to publicly discuss matters that have an effect on negotiation or litigation strategy unless such disclosure is part of the negotiator's or attorney's recommended negotiation or litigation strategy. This is because such discussions may impair the cooperation of various parties, and may affect the ability or willingness of parties to reach agreement or settle litigation.
- Public discussion of non-confidential aspects of a subject for which negotiations or litigation is pending cannot be barred. Thus, if a Council Member desires to criticize the rest of the City Council or administration regarding the handling of a subject, such criticism cannot be barred unless the content of the City Council Member's remarks involves disclosure of confidential information.
- It is advisable for each City Council Member to adhere to the "majority rules" principle during the pendency of a lawsuit or series of negotiations at least until the matter is resolved. Thus, even if two Council Members disagree with the position the majority has taken,

it is beneficial to the City's position to stand united on the issue. This will discourage others from seeking information about closed session discussions in an attempt to "divide and conquer" the City Council on the particular issue at hand as well as about other issues that occur in the future.

- In order to promote the integrity of the City and the City Attorney's Office, ethical principles may affect certain interactions between the City Attorney and public officials. In particular, the City Attorney must provide advice consistent with the City's overall legal interests rather than advancing any particular individual's views, and city attorneys or persons seeking to become city attorneys may not contribute to the campaigns of city officials or persons running for city offices.



## Bill Pay

As of: December 12th, 2023

WARRANTS	AMOUNTS
G120723	3,255.72
G120623	495,781.87
G120423	1,173,187.13
H120623	14,485.66
A1113023	71,587.49
A2113023	6,230.91
A3113023	3,057.54
A1121223	43.74
A2121223	9.00
A3121223	100.00
A4121223	1,575.00
A5121223	1,500.00
A6121223	5,379.02
<b>Grand Total</b>	<b>1,776,193.08</b>

Verified By:  
Finance Director

Isarel  
Perez-  
Hernandez

Digitally signed by: Isarel  
Perez-Hernandez  
DN: CN = Isarel Perez-  
Hernandez email =  
isperez@cityofwasco.org C  
= US  
Date: 2023.12.12 14:05:40  
+08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
H120623	DEE JASPAR AND ASSOCIATES, INC	378	23-01060	26723	23003: WELL #13 EQUIPPING	14,485.66
H120623 Total						14,485.66
G120723	ACC BUSINESS	4766	232576289	26724	FIBER NETWORK SERVICES 08/11-09/10	816.91
G120723	ATT - PAYMENT CENTER	1488	000020423540	26725	PHONE SERVICES 07/24/2023 - 08/23/2023	30.11
G120723	ATT - PAYMENT CENTER	1488	000020423541	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	50.64
G120723	ATT - PAYMENT CENTER	1488	000020423542	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423543	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	340.03
G120723	ATT - PAYMENT CENTER	1488	000020423544	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.82
G120723	ATT - PAYMENT CENTER	1488	000020423545	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	75.18
G120723	ATT - PAYMENT CENTER	1488	000020423546	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.42
G120723	ATT - PAYMENT CENTER	1488	000020423547	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	50.64
G120723	ATT - PAYMENT CENTER	1488	000020423548	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423549	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423550	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	1,386.47
G120723	ATT - PAYMENT CENTER	1488	000020423551	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423552	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	30.11
G120723	ATT - PAYMENT CENTER	1488	000020423553	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	49.09
G120723	ATT - PAYMENT CENTER	1488	000020423554	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423555	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423556	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423557	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G120723	ATT - PAYMENT CENTER	1488	000020423558	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	75.20



	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
23	G120723	ATT - PAYMENT CENTER	1488	000020425081	26725	PHONE SRVCS 07/24/2023 - 08/23/2023	89.38
24	G120723 Total						3,255.72
25	G120623	AMAZON CAPITAL SERVICES, INC	4968	1KRC-WQ46-6QX4	26667	NAME PLATE FOR Y.CASTRO	8.65
26	G120623	AMAZON CAPITAL SERVICES, INC	4968	1TNJ-DDMP-JXCG	26667	DECORATIONS FOR CHRISTMAS PARADE	69.24
27	G120623	AMAZON CAPITAL SERVICES, INC	4968	1WWW-7MCQ-4DJY	26667	CITY HALL OFFICE SUPPLIES	62.49
28	G120623	AMAZON CAPITAL SERVICES, INC	4968	13R1-FH9D-96HC	26667	DECORATIONS FOR CHRISTMAS PARADE	520.64
29	G120623	AMAZON CAPITAL SERVICES, INC	4968	14WX-R1TL-CHYN	26667	ETHERNET UNMANAGED SWITCH FOR FINANCE	37.88
30	G120623	AMAZON CAPITAL SERVICES, INC	4968	1CW3-WJH4-DRDV	26667	ADHESIVE SEALANT & VISOR REMOTES	370.24
31	G120623	AMAZON CAPITAL SERVICES, INC	4968	1T4Q-NWWT-1KVG	26667	POLICE GEN: INDICATOR ASSEMBLY	74.70
32	G120623	AMAZON CAPITAL SERVICES, INC	4968	1t9d-mncn-3mx1	26667	DEWALT BATTERY PACKS & WORK LIGHT TRIPOD	316.78
33	G120623	AMAZON CAPITAL SERVICES, INC	4968	1VM6-WW9J-7CPF	26667	POST HOUSE DIGGER WITH UGER DRILL BITS	248.96
34	G120623	AMAZON CAPITAL SERVICES, INC	4968	1WWW-7MCQ-NK1L	26667	OFFICE SUPPLIES FOR PW OFFICE	63.85
35	G120623	AMAZON CAPITAL SERVICES, INC	4968	143K-GG61-63GX	26667	CREDIT RETURNED ITEM	(41.56)
36	G120623	AMAZON CAPITAL SERVICES, INC	4968	1KGM-NWX-Y9TF	26667	CREDIT FOR RETURNED ITEM	(113.65)
37	G120623	AMAZON CAPITAL SERVICES, INC	4968	19JL-LMTW-WRTY	26667	CREDIT FOR RETURNED ITEM	(49.77)
38	G120623	AMAZON CAPITAL SERVICES, INC	4968	113L-TRJJ-LNNM	26667	CREDIT FOR RETURNED ITEM	(146.13)
39	G120623	PG & E COMPANY	85	2867383297-9 113023	26699	NOV 2023: WELL #14 UB 747 G ST	25,156.75
40	G120623	PG & E COMPANY	85	4675436856-4 112823	26699	UB NE COR CENTRAL & MARGALO	349.81
41	G120623	PG & E COMPANY	85	0751114029-0 113023	26699	UB COW VEHICLES 1400 J ST	337.10
42	G120623	PG & E COMPANY	85	3593196785-1 112723	26699	UB NW NE SE GEN-ANNEX BUILDING	253.78
43	G120623	CINTAS CORPORATION NO. 3	4480	4175053485	26677	UNIFORM SRVCS WE 112423	363.98
44	G120623	CINTAS CORPORATION NO. 3	4480	4174371283	26677	UNIFORM SRVCS 111723	389.40
45	G120623	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S173871	26703	746 8TH ST: 24/25 ANNUAL PTO	290.00
46	G120623	CHARTER COMMUNICATIONS	68	167736001112123	26676	DEC 2023: INTERNET SRVCS CH	228.76
47	G120623	USA BLUEBOOK	498	INV00194493	26713	MATERIALS FOR WWTP: VALVES	345.74
48	G120623	AUTOZONE,INC	851	5346605939	26671	FACILITY VEH #43: GOLD BRAKE PADS & BRAKE ROT	462.88
49	G120623	BSK & ASSOCIATES, INC.	1052	AG27648	26673	WW SAMPLE TEST: 11/7/23 BOD, EC, TDS, NITROGEN	291.50
50	G120623	BSK & ASSOCIATES, INC.	1052	AG27659	26673	WW SAMPLE TEST: 11/9/23 BOD & TSS	140.00
51	G120623	BSK & ASSOCIATES, INC.	1052	AG27993	26673	WW SAMPLE TEST: 11/16/23: BOD & TSS	140.00
52	G120623	DIAMOND TECHNOLOGIES, INC.	2724	34592MS	26684	MICROSOFT MONTHLY BILLING NOV	390.00
53	G120623	DIAMOND TECHNOLOGIES, INC.	2724	34593	26684	MONTHLY IT MANAGED SRVCS AGRMT NOV	3,275.33
54	G120623	DIAMOND TECHNOLOGIES, INC.	2724	34628	26684	MONTHLY IT SRVCS NOV- BACKUP CENTRIC	1,891.25
55	G120623	JIM BURKE FORD LINCOLN	134	1552609	26687	POLICE #GEN: INSTRUMENT CLUSTER	648.07
56	G120623	UNIVAR USA INC	111	51659622	26711	WELL #14: 747 G ST LIQUID CHLORINE	1,036.49
57	G120623	UNIVAR USA INC	111	5169623	26711	WELL #12: MCCOMBS: ANNIN & PALM LIQUID CHLOR	807.55
58	G120623	UNIVAR USA INC	111	51659624	26711	WELL #7: 4TH & POPLAR LIQUID CHLORINE	621.90
59	G120623	CALLTOWER, INC	5098	201725436	26675	DEC 2023: PHONE SERVICES	38.21
60	G120623	COUNTRY AUTO & TRUCK, INC.	3008	744507	26682	FIRE TRUCK: COIL, SOLENOID, & BATTERY CABLES	166.58
61	G120623	COUNTRY AUTO & TRUCK, INC.	3008	744508	26682	RFS VEH #14: HYDRAULIC FILTER	97.41
62	G120623	COUNTRY AUTO & TRUCK, INC.	3008	744534	26682	SMALL TOOLS #GEN: BATTERY PACKS	272.78
63	G120623	COUNTRY AUTO & TRUCK, INC.	3008	744587	26682	STREET VEH #86: 2 NEW BATTERIES	395.84
64	G120623	INTERWEST CONSULTING GROUP, INC.	1571	171424	26686	OCT 2023: PLAN CHECK SRVCS	5,815.99
65	G120623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-161678	26694	DAR VEH #63: COOLANT HOSES	89.53
66	G120623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-162595	26694	FIRE TRUCK: PLUG WIRE & ELEC GEARS	35.70
67	G120623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-163083	26694	DAR #GENERAL: USB ADAPTER, SPLITTER, PLUGS	44.34
68	G120623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-163930	26694	FACILITY VEH # 43: OIL SEAL & GREASE	49.23
69	G120623	ODP BUSINESS SOLUTIONS, LLC	5759	340337681001	26695	OFFICE SUPPLIES FOR FINANACE	175.08



	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
70	G120623	ODP BUSINESS SOLUTIONS, LLC	5759	341025029001	26695	OFFICE SUPPLIES	64.17
71	G120623	PACE ANALYTICAL SERVICES, INC	5694	B486304	26697	WTR SAMPLE TEST: 10/31/23 BACTERIOLOGICAL	84.00
72	G120623	PACE ANALYTICAL SERVICES, INC	5694	B486711	26697	WTR SAMPLE TEST: 11/7/23 BACTERIOLOGICAL	98.00
73	G120623	PACE ANALYTICAL SERVICES, INC	5694	B487032	26697	WTR SAMPLE TEST: 11/14/23 BACTERIOLOGICAL	84.00
74	G120623	PACE ANALYTICAL SERVICES, INC	5694	487055	26697	WTR SAMPLE TEST: 11/14/23 WELL #13 BACT	300.00
75	G120623	PACE ANALYTICAL SERVICES, INC	5694	B487056	26697	WTR SAMPLE TEST: 11/14/23 WELL #7,#12,#14 BACT	42.00
76	G120623	PACE ANALYTICAL SERVICES, INC	5694	B487263	26697	WTR SAMPLE TEST: 11/15/23 WELL #12 BACT	42.00
77	G120623	ROBERT HALF	4814	62866103	26701	TEMP SRVCS X.NIETO WE 111723	868.80
78	G120623	SOUTHERN CALIFORNIA GAS COMPANY	1438	164-935-9681 7 12072	26706	NOV 2023: CNG FUEL	2,344.56
79	G120623	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM016124	26712	PHYSICAL POST-OFFER 111623	45.00
80	G120623	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM016160	26712	PHYSICAL POST-OFFER 112023	45.00
81	G120623	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM016178	26712	PHYSICAL POST-OFFER 112123	45.00
82	G120623	VERIZON WIRELESS SERVICE LLC	4237	9950214927	26714	CELL PHONES PD 11/26-12/25	707.78
83	G120623	VERIZON WIRELESS SERVICE LLC	4237	9950214926	26714	CELL PHONES & IPADS	1,379.57
84	G120623	ADVANTAGE ANSWERING PLUS	2564	000031-027-961	26665	DEC 2023: ANSWERING SERVICE	603.45
85	G120623	JOHN KULAR CONSULTING	3734	1415	26688	24009: NOV 2023 SEWER MASTER PLAN	8,690.00
86	G120623	ANG REGION 1, LLC	5116	7619	26668	OCT 2023: CNG FUEL	9,374.97
87	G120623	BANK UP CORPORATION	4259	5935	26672	NOV 2023: LOCKBOX PROCESSING	662.98
88	G120623	CORE & MAIN LP	4704	T917089	26681	REPLACEMENT 12" SADDLE & CORP STOP	726.79
89	G120623	ACC BUSINESS	4766	233187300	26664	FIBER NETWORK SRVCS 101123-111023	816.91
90	G120623	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202311300590	26666	11/13/23-11/30/23: READING METER SERVICE	6,626.30
91	G120623	ASPECT ENGINEERING	5829	24069	26669	10/30/23: T&M SUPPORT	1,080.00
92	G120623	ATT - PAYMENT CENTER	1488	000020863959	26670	PHONE SERVICES 10/24/23-11/23/23	34.53
93	G120623	ATT - PAYMENT CENTER	1488	000020863960	26670	PHONE SERVICES 10/24/23-11/23/23	59.48
94	G120623	ATT - PAYMENT CENTER	1488	000020863961	26670	PHONE SERVICES 10/24/23-11/23/23	30.51
95	G120623	ATT - PAYMENT CENTER	1488	000020863962	26670	PHONE SERVICES 10/24/23-11/23/23	345.72
96	G120623	ATT - PAYMENT CENTER	1488	000020863963	26670	PHONE SERVICES 10/24/23-11/23/23	30.51
97	G120623	ATT - PAYMENT CENTER	1488	000020863964	26670	PHONE SERVICES 10/24/23-11/23/23	88.43
98	G120623	ATT - PAYMENT CENTER	1488	000020863965	26670	PHONE SERVICES 10/24/23-11/23/23	30.87
99	G120623	ATT - PAYMENT CENTER	1488	000020863966	26670	PHONE SERVICES 10/24/23-11/23/23	59.48
100	G120623	ATT - PAYMENT CENTER	1488	000020863967	26670	PHONE SERVICES 10/24/23-11/23/23	30.51
101	G120623	ATT - PAYMENT CENTER	1488	000020863968	26670	PHONE SERVICES 10/24/23-11/23/23	30.51
102	G120623	ATT - PAYMENT CENTER	1488	000020863969	26670	PHONE SERVICES 10/24/23-11/23/23	1,615.26
103	G120623	ATT - PAYMENT CENTER	1488	000020863970	26670	PHONE SERVICES 10/24/23-11/23/23	31.51
104	G120623	ATT - PAYMENT CENTER	1488	000020863971	26670	PHONE SERVICES 10/24/23-11/23/23	34.53
105	G120623	ATT - PAYMENT CENTER	1488	000020863972	26670	PHONE SERVICES 10/24/23-11/23/23	57.93
106	G120623	ATT - PAYMENT CENTER	1488	000020863973	26670	PHONE SERVICES 10/24/23-11/23/23	31.51
107	G120623	ATT - PAYMENT CENTER	1488	000020863974	26670	PHONE SERVICES 10/24/23-11/23/23	31.51
108	G120623	ATT - PAYMENT CENTER	1488	000020863975	26670	PHONE SERVICES 10/24/23-11/23/23	31.51
109	G120623	ATT - PAYMENT CENTER	1488	000020863976	26670	PHONE SERVICES 10/24/23-11/23/23	30.51
110	G120623	ATT - PAYMENT CENTER	1488	000020863977	26670	PHONE SERVICES 10/24/23-11/23/23	88.45
111	G120623	ATT - PAYMENT CENTER	1488	000020865500	26670	PHONE SERVICES 10/24/23-11/23/23	102.25
112	G120623	CALIFORNIA DEPARTMENT OF TRANSPORTATION	2330	SL240156	26674	JULY-SEPT 2023 SIGNAL & LIGHTING	4,304.01
113	G120623	CLARK PEST CONTROL	117	34466702	26678	DEC 2023: 5410 7TH ST PEST CONTROL SERV	59.00
114	G120623	CLARK PEST CONTROL	117	34302101	26678	NOV 2023: 746 8TH ST & 1445 12TH PEST CONTROL S	235.00
115	G120623	CLEAN STRIDE LLC	5289	10303	26679	NOV 2023: JANITORIAL SERVICES	4,897.00
116	G120623	CODE PUBLISHING COMPANY	2775	gc00123344	26680	ANNUAL WEB FEES	680.00

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
117	G120623	COUNTY OF KERN	218	IN0488044	26683	WELL #8: STATE SERV FEE	10.00
118	G120623	COUNTY OF KERN	218	IN0488042	26683	WELL #10: STATE SERVICE FEE	10.00
119	G120623	COUNTY OF KERN	218	IN0485839	26683	801 8TH ST: STATE SERVICE FEE	10.00
120	G120623	COUNTY OF KERN	218	IN0486198	26683	5410 7TH ST WWTP: STATE SERV FEE	10.00
121	G120623	COUNTY OF KERN	218	IN0488043	26683	WELL #7: STATE SERVICE FEE	10.00
122	G120623	COUNTY OF KERN	218	IN0488045	26683	WELL #12: STATE SERV FEE	10.00
123	G120623	COUNTY OF KERN	218	IN0488046	26683	WELL #2: STATE SERVICE FEE	10.00
124	G120623	COUNTY OF KERN	218	IN0488047	26683	WELL #11: STATE SERV FEE	10.00
125	G120623	COUNTY OF KERN	218	IN0488048	26683	WELL #5: STATE SERVICE FEE	10.00
126	G120623	COUNTY OF KERN	218	IN0489052	26683	WELL #14: STATE SERVICE FEE	10.00
127	G120623	BAKERSFIELD DODGE, INC	361	161234	26685	ANIMAL CONTROL VEH #33: RECLINER SEAT BACK	238.15
128	G120623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	38009-IN	26689	OCT 2023: STSWP FEES	2,746.56
129	G120623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	38037-IN	26689	OCT 2023: WSP LANDFILL FEES	1,242.59
130	G120623	KNIGHT'S SITE SERVICES, INC	1075	0000183090	26690	11/14/23-12/11/23: PORTABLE TOILET SERV @ GW SIT	64.60
131	G120623	LOOP ELECTRIC INC.	1939	1461	26691	20214-2: TDA CONSTRUCT PHASE PMT #1	344,998.20
132	G120623	LOOP ELECTRIC INC.	1939	1478	26691	20214-2: TDA CONSTRUCT PHASE PMT #2	36,812.50
133	G120623	MUNGUUA HEATING AND AIR CONDITIONING	5826	I-6183-1	26692	SHERIFF'S OFFICE NOT HEATING	120.00
134	G120623	NEW HORIZON COMMUNICATION CORP	6015	2431103	26693	COMMUNICATION SRVCS FOR PD DISPATCH	2,119.73
135	G120623	P & J ELECTRIC, INC.	66	8649	26696	11/29/23: WWTP CLARIFIER & WATER PUMP REPAIRS	1,147.18
136	G120623	PETERSON AUTO SUPPLY	152	7417-266414	26698	RFS VEH #14: MV ATF & TIES	66.78
137	G120623	PETERSON AUTO SUPPLY	152	7417-266519	26698	SMALL TOOLS #GENERAL: CONTACT SET, CONDENS	141.14
138	G120623	PETERSON AUTO SUPPLY	152	7417-266776	26698	SHOP #GENERAL: 220 WALL ELECTRIC PLUGS	52.80
139	G120623	RIVERLAKES HEATING & AIR, INC	6021	15-02-56442	26700	POLICE STATION SERVER ROOM HVAC REPAIRS	1,180.94
140	G120623	SALDANA WELDING AND FABRICATION	5879	2410	26702	FABRICATION & INSTALL NEW WTR LINES & VALVES	3,812.00
141	G120623	SEMITROPIC WATER STORAGE DISTRICT	329	487-200-06-00-5 2023	26704	2023-2024 1ST INSTALLMENT PMT	240.00
142	G120623	SEMITROPIC WATER STORAGE DISTRICT	329	487-200-06-00-5 23-2	26704	2023-2024 2ND INSTALLMENT PMT	240.00
143	G120623	SHARP CONCRETE CUTTING	5827	05184	26705	21034-1: CUTOUT IN WALL FOR WALKTHROUGH ACE	650.00
144	G120623	SOUTHERN TIRE MART LLC	5953	7150006093	26707	FACILITY VEH #43: 4 NEW TIRES	656.59
145	G120623	SOUTHERN TIRE MART LLC	5953	7150006325	26707	RFS #GENERAL: 9 RECAP TIRES	2,540.37
146	G120623	SOUTHERN TIRE MART LLC	5953	7150005926	26707	RFS #GENERAL: 1 RECAP TRUCK TIRE	355.05
147	G120623	T-MOBILE	4899	964042089 112123	26708	CELL PHONE SRVCS 10/21-11/20	939.30
148	G120623	TERRY EQUIPMENT INC	5785	105208	26709	RFS VEH #25: MOTOR, RADIATOR FAN & PARKING BI	658.35
149	G120623	TLC ANIMAL REMOVAL SERVICES	5195	0002324	26710	11/17/23: ANIMAL REMOVAL SERVICE	800.00
150	G120623	WASCO HARDWARE & AG LLC	4864	2311-058110	26715	MATERIAL #GENERAL: PAINT & CRIMP TOOL	48.90
151	G120623	WASCO HARDWARE & AG LLC	4864	2311-058012	26715	MATERIAL #GENERAL: WELD GLOVES & SINGLE CUT	49.33
152	G120623	WASCO HARDWARE & AG LLC	4864	2311-058231-058116	26715	POLICE #GENERAL: BOXES OF BOLTS	35.70
153	G120623 Total						495,781.87
154	G120423	AMAZON CAPITAL SERVICES, INC	4968	1KFT-LK3F-1NDT	26716	DISPLAY CASE FOR PRESENTATION	56.26
155	G120423	AMAZON CAPITAL SERVICES, INC	4968	1RPL-3HJY-34W1	26716	SUPPLIES FOR PD	427.57
156	G120423	AMAZON CAPITAL SERVICES, INC	4968	1TYG-VM1M-1K3H	26716	CITY HALL OFFICE SUPPLIES	41.68
157	G120423	AMAZON CAPITAL SERVICES, INC	4968	1VF1-MG34-9WMH	26716	WATER TOWER REPLICAS FOR RECOGNITIONS	181.80
158	G120423	AMAZON CAPITAL SERVICES, INC	4968	173M-J9YG-C6CM	26716	ICE MAKER FOR PD	349.64
159	G120423	BURTCH CONSTRUCTION	2305	23-061*03	26717	21013-1: CONS PHASE - ASPHALT TICKETS	63,535.34
160	G120423	CLEAN STRIDE LLC	5289	9878	26718	OCT 2023: JANITORIAL SERVICES	4,897.00
161	G120423	DEE JASPAR AND ASSOCIATES, INC	378	23-01061	26719	TASK ORDER #5: SRF GRANT APPLICATION	678.00
162	G120423	DEE JASPAR AND ASSOCIATES, INC	378	23-01062	26719	CONFLICT 8001 - OCT 2023	169.50
163	G120423	KERN COUNTY SHERIFF'S OFFICE	220	9184	26720	Q1 FY 23/24 SHERIFF'S CONTRACT SRVCS	1,099,983.78
164	G120423	MILLER MENDEL, INC	5929	4950	26721	ESOPH BACKGROUND SYSTEM QTR INV	1,516.56
165	G120423	SC COMMUNICATIONS INC.	6004	51774	26722	QUARTERLY BILLING FOR REPEATER RENTAL	1,350.00

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
166	G120423 Total						1,173,187.13
167	A6121223	NAVIA BENEFIT SOLUTIONS	5664	112723	5405	MEDICAL CHECK RUN 112723	5,379.02
168	A6121223 Total						5,379.02
169	A5121223	NAVIA BENEFIT SOLUTIONS	5664	A1032838	5404	NOV 2023: MONTHLY MEDICAL ADM FEES	1,500.00
170	A5121223 Total						1,500.00
171	A4121223	NAVIA BENEFIT SOLUTIONS	5664	A1032898	5403	DEC 2023: MONTHLY MEDICAL ADM FEES	1,575.00
172	A4121223 Total						1,575.00
173	A3121223	NAVIA BENEFIT SOLUTIONS	5664	10789763	5402	OCT 2023: MONTHLY MIN FEES	100.00
174	A3121223 Total						100.00
175	A3113023	NAVIA BENEFIT SOLUTIONS	5664	112023	5397	MEDICAL CHECK RUN 112023	3,057.54
176	A3113023 Total						3,057.54
177	A2121223	NAVIA BENEFIT SOLUTIONS	5664	FSA 111723	5401	HEALTH CARE FSA 11/17/23	9.00
178	A2121223 Total						9.00
179	A2113023	NAVIA BENEFIT SOLUTIONS	5664	111323	5396	MEDICAL CHECK RUN 111323	6,230.91
180	A2113023 Total						6,230.91
181	A1121223	NAVIA BENEFIT SOLUTIONS	5664	FSA 112423	5400	HEALTH CARE FSA 11/24/23	43.74
182	A1121223 Total						43.74
183	A1113023	BLUE SHIELD OF CALIFORNIA	3591	233170157332	5395	DEC 2023: INSURANCE PREMIUM	71,587.49
184	A1113023 Total						71,587.49
185	Grand Total						1,776,193.08

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, December 5, 2023**  
Regular Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

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

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

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

**STAFF PRESENT:** City Manager Hurlbert, City Attorney Schroeter, City Clerk Martinez, Deputy City Clerk Flores, Assistant City Manager Lara, Public Works Director Villa, Community Development Director Cobb, Chief of Police Fivecoat, Project Manager Aurelio Garcia

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

**4) INVOCATION:** Observed a moment of silence.

**5) PRESENTATIONS: None**

**6) PUBLIC COMMENTS:**

No public comments.

Deputy City Clerk Flores 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**

**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.

**Reso#2023-3996**

- 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.

**Reso#2023-3997**

- 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 8<sup>th</sup> 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.

**Reso#2023-3998**

**Agmt#2020-008(24)**

- 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.

**Reso#2023-3999**

- 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.

**Rec#2023-010**

No conflict of interest on the consent calendar for any council members.

No public comments.

**Motion** was made by Mayor Martinez, **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

**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.

**Reso#2023-4000**

Oral report from City Manager Hurlbert.

No public comments.



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

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

- 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.

Oral report by City Manager Hurlbert.  
No public comments.

The consensus of the council is to proceed with the requesting bids for on-call towing services on a rotation schedule for the Wasco Police Department.

**Motion** was made by Council Member Medina, **seconded** by Mayor Martinez, to proceed with requesting the bid for on-call towing services by the following roll call vote:

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

Mayor Martinez recessed to the special meeting at 6:22 p.m.

Mayor Martinez reconvened the meeting at 6:42 p.m.

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

- a. Kern Economic Development Corporation (Garcia)  
**Mayor Pro Tem Garcia – No reports**
- b. Kern Council of Government (Reyna)  
**Council Member Garcia – No reports**
- c. Wasco Task Force (Reyna & Medina)  
**Council Member Medina – No reports**

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

- a. Kern County Fire Department (Appleton)  
**No reports – Fire Chief Appleton absent.**
- b. Kern County Sheriff's Department (Stout)  
**No reports – Sergeant Stout absent.**

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

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

- Wasco Police Department recruitment statistics; out of 22 initially specified positions, there are 16 planned to be filled by December 19; currently have 2 reserve officers and 3 chaplains.



- Wasco Labor Camp Demolition statistics; Currently in the abatement phase, 38 buildings have been done as of Monday and will have 57 buildings done by the end of this week, 24 working days to date, and the contractor estimates they will wrap up their work by December 29<sup>th</sup>, 25 people working on the job, and 4500-man hours to date.
- Attended Strata Ribbon Cutting Ceremony on November 30, 2023
- Attended the Christmas Parade and recognized city staff that worked the parade
- Kern EDC Holiday Party on December 13, 2023, 8:00 a.m. to 10:00 a.m.
- Received an invitation for Assemblywoman Dr. Jasmeet Bains's Christmas meet and greet event on December 15, 2023, at 5:30 p.m.
- Southern San Joaquin Valley District SSJVD of League of California Cities will hold a Casino Night event on December 15, 2023, in Dinuba, CA. RSVP for the event.
- Wasco Christmas Tour of Lights on December 18-19, 2023, 5:30 p.m. and 6:30 p.m. for Dial A Ride reservation available each day; first come first serve. December 20, 2023, judges will visit the homes.
- The next SNIP Event will be December 22, 2023.
- KEDC Kern State of the County event will be held at the Mechanics Bank Arena on January 25, 2024, from 5:00 p.m. to 9:00 p.m. RSVP for the event.
- Kern County Law Enforcement Foundation KCLEF will have the Officer of the Year Awards Dinner on December 21, 2023, from 5:30 p.m. to 10:00 p.m. at the Mechanics Bank Arena – there is one full table reserved, and the foundation will donate another full table.
- Kern Council of Governments will have a Regional Awards of Merit on March 7, 2024, from 5:30 p.m. to 7:30 p.m. at Seven Oaks Country Club.
- The discounted registration rate deadline is February 19, 2024, for the ICSC conference will be held on May 19-21, 2024, at the Las Vegas Convention Center.

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

##### **Mayor Pro Tem Garcia:**

- Attended groundbreaking ceremonies, Strata ribbon-cutting ceremony, and the Wasco Christmas Parade.

##### **Council Member Medina:**

- Attended the open house event for Senator Melissa Hurtado with Council Member Saldaña on Friday, December 1, 2023.

##### **Council Member Reyna:**

- Attended the San Joaquin Air Pollution Control District two-day meeting on November 29-30, 2023.
- Attended the Wasco Christmas Parade on Saturday, December 2, 2023.

#### **17) CLOSED SESSION: None**

**18) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 6:58 pm.

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Monica Flores, Deputy City Clerk

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Vincent Martinez, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, December 5, 2023**  
Special Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**SPECIAL MEETING – 6:00 p.m.**

**1) CALL TO ORDER:**

Mayor Martinez called the meeting to order at 6:22 pm.

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

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

**STAFF PRESENT:** City Manager Hurlbert, City Attorney Schroeter, City Clerk Martinez, Deputy City Clerk Flores, Assistant City Manager Lara, Public Works Director Villa, Community Development Director Cobb, Chief of Police Fivecoat, Project Manager Aurelio Garcia

**3) SPECIAL PRESENTATION:**

- a. Discussion and possible minute action regarding potential rejection and approval of bids for Wasco Farm Labor Camp Demolition and Cleanup Project 750 H Street Wasco, CA and Adopt a Resolution Authorizing the City Manager or Designee to Award, Finalize and Enter into an Agreement with the Lowest, Fully Responsive Bidder 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#2023-4001**

**Agmt#2023-052**

Oral presentation by City Manager Hurlbert.

No public comments and no email comments.

The consensus of the council is to reject the bid from Balandra Demolition as a non-responsible bidder and to award the bid to the lowest fully responsive bidder to Resource Environmental Inc., and to include to authorize the City Manager to execute change orders not to exceed \$150,000.00

**Motion** was made by Council Member Medina, **seconded** by Mayor Martinez, to reject the bid from Balandra Demolition and to adopt a resolution authorizing the City Manager to enter into an agreement with Resource Environmental Inc. and authorizing the city manager to execute change orders not to exceed \$150,000.00 by the following roll call vote:

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

**4) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 6:40 pm.

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Monica Flores, Deputy City Clerk

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Vincent Martinez, Mayor



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with J.L. Plank, Inc. for the Historic Downtown Business District Transformation Project in the amount of \$4,190,400.00 and allowing the City Manager or Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$100,000.00.

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### Recommendation:

Staff recommends that the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Endorse and Enter into an Agreement with J.L. Plank, Inc. for the Historic Downtown Business District Transformation Project in the amount of \$4,190,400.00, and allow the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$100,000.00, and
- 2) Find that this project is found to be exempt under Section 15301 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

### Environmental Review:

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is found to be exempt under Section 15301 due to the nature of the work being conducted as alterations of existing facilities.

### Discussion:

The City Council approved the design award of our Downtown Rehabilitation Project in September of 2022. In September of 2023, the Engineering Portion of this Project was completed. Once the design was completed, the City advertised the Project for construction. The work includes sidewalk improvements, paving, crosswalk improvements, drainage improvements, lighting improvements, park enhancements, landscaping, striping, and more, all of which will provide for a revitalized Downtown area with many more features and amenities than it currently offers.

The Downtown Revitalization Project was advertised for bid on July 30, 2023. On November 30, 2023, the City of Wasco received four bids from the following Contractors:

<b>FIRM</b>	<b>BID TOTAL</b>
S&B Sons, Inc.	\$ 10,262,917.64*
J.L. Plank, Inc.	\$ 4,190,400.00
Bowman Asphalt	\$ 4,996,687.00
DOD Construction	\$ 7,141,826.20

\*During the review period of the submitted bids, Staff noted a significant number of mathematical errors in the bid received from S&B Sons, Inc. Their original bid total written in their bid documents was shown as \$4,073,621.43 which would have made them the lowest bidder, but when Staff re-calculated their itemized bid breakdown, they determined that the bid total was actually \$10,262,917.64. In addition to the mathematical errors in the submitted bid, there were also four line-items that had no prices shown. The errors were pointed out to the bidder, and they were informed that their bid would not be considered the lowest cost, most qualified bid received.

After completion of the review, Staff has determined that J.L Plank, Inc. is the lowest-cost qualified bidder, and as such Staff recommends awarding the Project to J.L. Plank, Inc.

#### **Fiscal Impact:**

The 2023/2024 FY budget (Project 22012) allocated a total of \$6,656,265 for the implementation of Design and Construction for the Downtown Rehabilitation Project. To date, the City has encumbered \$334,155.67 in costs for design and equipment procurement. The lowest cost, a qualified bid from J.L. Plank, Inc. of \$4,190,400.00, leaves \$2,131,709.33 remaining for additional material procurements as well as Project contingencies. Staff believes strongly that the remaining funds will allow the City to complete the Project well within budget.

	<b>Project Costs by Phase</b>						<b>Total</b>
	<b>Prior Years</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	211,443	620,000					831,443
Construction	2,723,976	2,977,854					5,701,830
Construction Management	45,000						45,000
Equipment Acquisition							-
Costs Incurred to Date	214,435						214,435
<b>Total</b>	<b>3,194,854</b>	<b>3,597,854</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,792,708</b>

#### **Project Funding Sources**

<b>Clean CA Reso# 2022-3697 Prop 68</b>	<b>Project Funding Sources</b>						<b>Total</b>
	<b>Prior Years</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	
General Fund 22012-1	205,000		620,000				825,000
Clean CA Grant 22012-2		2,500,000	2,500,000				5,000,000
Prop 68 Grant 22012-3		88,976	88,976				177,952
QUIMBY Fees 22012-4	136,443	236,443	280,427				653,313
<b>Total</b>	<b>341,443</b>	<b>2,825,419</b>	<b>3,489,403</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,656,265</b>

**Project Effect on the Operating Budget:** Ongoing maintenance of treatments and installations.

**Attachments:**

1. Resolution
2. Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH J.L. PLANK, INC. FOR THE HISTORIC DOWNTOWN BUSINESS DISTRICT TRANSFORMATION PROJECT IN THE AMOUNT OF \$4,190,400.00 AND ALLOWING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$100,000.00.**

**WHEREAS**, the City wishes to contract with J.L. Plank, Inc. for the Historic Downtown Business District Transformation Project (22012) which will rehabilitate 7<sup>th</sup> Street from G Street to D Street; and

**WHEREAS**, the services provided are described in the Agreement found in 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**, J.L. Plank, 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**, J.L. Plank, Inc. shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction; and

**WHEREAS**, J.L. Plank, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of September 30, 2023.

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

**SECTION 1:** Authorizes the execution of this Standard Agreement with J.L. Plank, Inc.

**SECTION 2:** the City Manager or his/her designee is hereby authorized to enter into an agreement with J.L. Plank, Inc. and is empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$100,000.00.

-oOo-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023. - \_\_\_\_ was passed and adopted by the Council of the City of Wasco at a special meeting thereof held on December 19, 2023, by the following vote:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

## AGREEMENT NO. 2023 -

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF WASCO, hereinafter "City", J.L. Plank, Inc., a California Corporation, hereinafter "Contractor,"

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

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

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.
3. Contractor shall perform the Services for a total price of not to exceed \$4,190,400.00 (the "Total Price"). The Total Price shall be allocated as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.
4. Contractor shall complete the Services within 120 working days from issuance of a Notice to Proceed pursuant to the Caltrans 5-day workday calendar.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.
6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts

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

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

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

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

this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J.L. Plank, Inc. a California Corporation  
"**Contractor**"

By: \_\_\_\_\_  
Jason Plank



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

**BID SCHEDULE**

**WASCO HISTORIC DOWNTOWN BUSINESS DISTRICT TRANSFORMATION IMPROVEMENTS**

**CIVIL**

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Demolition	LS	1	741,575. <sup>00</sup>	741,575. <sup>00</sup>
2	6" Type A Curb and Gutter	LF	1693	31. <sup>70</sup>	53,668. <sup>10</sup>
3	8" Type B Curb and Gutter	LF	842	45. <sup>05</sup>	37,932. <sup>10</sup>
4	12" Landscape Curbing	LF	751	29. <sup>05</sup>	21,816. <sup>55</sup>
5	Low Profile Curbing	LF	90	55. <sup>15</sup>	4,963. <sup>50</sup>
6	6" Curbing	LF	2339	26. <sup>10</sup>	61,047. <sup>90</sup>
7	V-Gutter	SF	2725	11. <sup>25</sup>	30,656. <sup>25</sup>
8	ADA Curb Ramp	EA	22	1220. <sup>00</sup>	26,840. <sup>00</sup>
9	Concrete Sidewalk	SF	50826	6. <sup>10</sup>	310,038. <sup>60</sup>
10	Landscape Planter Bench	LF	403	384. <sup>55</sup>	154,973. <sup>65</sup>
11	Light Standard (Foundation & Installation)	EA	42	2905. <sup>00</sup>	122,010. <sup>00</sup>
12	Concrete Crosswalk	SF	6022	16. <sup>95</sup>	102,072. <sup>90</sup>
13	Commercial Drive Approach	EA	6	3725. <sup>00</sup>	22,350. <sup>00</sup>
14	1' AC Paving Tie-In	LF	3222	23. <sup>50</sup>	75,717. <sup>00</sup>
15	Asphalt Concrete Paving	TONS	1042	320. <sup>00</sup>	333,440. <sup>00</sup>
16	Class II Aggregate Base	TONS	2366	102. <sup>50</sup>	242,515. <sup>00</sup>
17	12" Native Compacted to 95%	CY	1958	186. <sup>75</sup>	365,656. <sup>50</sup>
18	Sawcut	LF	3259	2. <sup>95</sup>	9614. <sup>05</sup>
19	Planter Area Landscaping	SF	25917	1. <sup>65</sup>	42,763. <sup>05</sup>
20	Tree Well with Grate (Grate provided by City)	EA	77	586. <sup>95</sup>	45,195. <sup>15</sup>
21	4' Chain Link Fence and Gate	LF	431	180. <sup>00</sup>	77,580. <sup>00</sup>
22	6' Wrought Iron Fence and Gates	LF	253	287. <sup>15</sup>	72,648. <sup>95</sup>
23	Striping & Signage	LS	1	27,500. <sup>00</sup>	27,500. <sup>00</sup>
24				N/A	N/A

# ELECTRICAL

Item	Description	Units	Quantity	Unit Price	Total Price
E1	Conduit 1 1/2", Rigid PVC Conduit, Schedule 80	LF	138	34.60	4774.80
E2	Conduit 1", Rigid PVC Conduit, Schuled 80	LF	7924	10.95	86,767.80
E3	3 #10 AWG THHN 194F	LF	24043	4.05	97,374.15
E4	3 #12 AWG THNN 194F	LF	15301	2.90	44,372.90
E5	3 #1 AWG THNN 194F	LF	120	23.05	2766.00
E6	Street Light Wiring connections	EA	42	432.55	18,167.10
E7	Up-Light installation & wiring	EA	92	851.25	78,315.00
E8	Electric Pull Boxes: QUAZITE 6.75" x 11"	EA	94	1201.00	112,894.00
E9	Two Pole 20A Breaker, 240VAC	EA	14	58.00	812.00
E10	100A 12 space Subpanel HOM1224M100PRB	EA	1	4037.75	4037.75
E11	Two Pole 100 A Main, 240 VAC	EA	1	346.00	346.00
E12	GFI Receptacle: Duplex, 5-20R, 125VAC, 20A, 2 poles, white, screw terminals or similar	EA	5	346.00	1730.00
E13	BELL Weatherproof Electrical Box: 1 Gang, 1/2" hub size, 3-inlet, 4.5 x 2.75 x 2 or similar	EA	5	289.00	1445.00
E14	TAYMAC while in use weatherproof cover: Die-Cast Metal, Vertical, GFCI or similar	EA	5	173.00	865.00

# LANDSCAPING

Item	Description (See Plant Schedule for details on sizing)	Units	Quantity	Unit Price	Total Price
L1	Oklahoma Texas Redbud	EA	30	479. <sup>00</sup>	14,370. <sup>00</sup>
L2	Autumn Gold Maidenhair Tree	EA	6	427. <sup>00</sup>	2562. <sup>00</sup>
L3	Jacaranda	EA	27	421. <sup>00</sup>	11,367. <sup>00</sup>
L4	Saratoga Hybrid Laurel	EA	5	404. <sup>00</sup>	2020. <sup>00</sup>
L5	Fern Pine	EA	45	415. <sup>00</sup>	18,675. <sup>00</sup>
L6	Cork Oak	EA	19	484. <sup>00</sup>	9196. <sup>00</sup>
L7	Moonshine Yarrow	EA	31	12. <sup>10</sup>	375. <sup>10</sup>
L8	Blonde Ambition Blue Grama	EA	5,494	13. <sup>25</sup>	72,795. <sup>50</sup>
L9	Cape Rush	EA	39	34. <sup>60</sup>	1349. <sup>40</sup>
L10	Sageleaf Rockrose	EA	12	12. <sup>10</sup>	145. <sup>20</sup>
L11	Early Sunrise Tickseed	EA	84	13. <sup>25</sup>	1113. <sup>00</sup>
L12	Red Yucca	EA	18	30. <sup>60</sup>	550. <sup>80</sup>
L13	Munstead English Lavendar	EA	62	12. <sup>70</sup>	787. <sup>40</sup>
L14	Lion's Tail	EA	8	15. <sup>55</sup>	124. <sup>40</sup>
L15	Deer Grass	EA	479	14. <sup>40</sup>	6897. <sup>60</sup>
L16	Russian Sage	EA	13	32. <sup>30</sup>	419. <sup>90</sup>
L17	Denver Daisy Black-Eyed Susan	EA	91	11. <sup>50</sup>	1046. <sup>50</sup>
L18	Autumn Joy Stonecrop	EA	29	12. <sup>70</sup>	368. <sup>30</sup>
L19	Dusty Miller	EA	54	13. <sup>25</sup>	715. <sup>50</sup>
L20	Helen Von Stein Lamb's Ear	EA	67	12. <sup>10</sup>	810. <sup>70</sup>
L21	Twistleaf Yucca	EA	62	20. <sup>75</sup>	1286. <sup>50</sup>
L22	Barck Mulch (3")	SF	23,826	1. <sup>85</sup>	44,078. <sup>10</sup>
L23	Tifsport Bermudagrass	SF	4,593	1. <sup>95</sup>	8956. <sup>35</sup>
L24	Huntington Carpet Rosemary	SF	656	1. <sup>75</sup>	1148. <sup>00</sup>
L25	Landscape Irrigation System (All components & Installation per Landscape Irrigation Plans)	LS	1	552,000. <sup>00</sup>	552,000. <sup>00</sup>

TOTAL BID <sup>#</sup>4,190,400.<sup>00</sup>

Acknowledgment of Addenda

Addendum No.

Initial

1-5

SP

Signature

Stephanie Plank, Secretary

Printed Name / Title

J. L. Plank Inc. dba Cen-Cal Construction

Company

962895

6/30/24

Contractor's License Number / Expiration Date

Selection of bidder shall be based on the lowest responsible bid for the combined total of construction items. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

INCLUDE WITH BID



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order with Misco Water in an amount not to exceed \$70,000.00 to purchase two NETZSCH Centrifuge Feed Pumps.

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### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Misco Water in an amount not to exceed \$70,000.00 to purchase two NETZSCH Centrifuge Feed Pumps, and
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

### Environmental Review:

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

### Discussion:

As a part of CIP #24015 for the Wastewater Treatment Facility, there are available funds for the purchase of two new NETZSCH Centrifuge Feed Pumps. These pumps are crucial in the process of disposing of solids at the treatment plant. They help in pumping digested solids to the centrifuge, which dewater the solids, and the end product is then disposed of at the local landfill. Due to normal wear and tear and exposure to a corrosive environment, two additional feed pumps are necessary to maintain efficient operations.

The City has recently received a quote from Misco Water, an authorized distributor of NETZSCH products in Southern California. The quote is for the procurement of two pumps, and the estimated cost is \$59,966.14. The lead time for the pumps is expected to be between 10 to 12 weeks. The City Council is being requested to approve the purchase,

which should not exceed \$70,000.00, including estimated tax and freight charges. Taxes are not included in the estimate.

**Fiscal Impact:**

\$60,000.00 was allocated for the purchase of two pumps as part of CIP #24015. A \$10,000.00 budget transfer from the Wastewater Enterprise Fund is required for this purchase to supplement any price changes and sales tax.

**Attachments:**

1. Resolution
2. Quote

**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 MISCO WATER IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO PURCHASE TWO CENTRIFUGE FEED PUMPS.**

**WHEREAS**, the City wishes to purchase two centrifuge feed pumps from Misco Water; and,

**WHEREAS** a quote for this equipment in the amount of \$59,966.14 was received from Misco Water as attached hereto as Exhibit "A"; and,

**WHEREAS**, a budget transfer is necessary to purchase the pumps and will be funded by the Wastewater Enterprise Fund; and,

**WHEREAS**, the purchase of this equipment will be funded by the Wastewater Enterprise Fund.

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

**SECTION 1:** Authorizes The City Manager or designee to approve a purchase order with Misco Water in an amount not to exceed \$70,000.00 to purchase two NETZSCH Centrifuge Feed Pumps.

**SECTION 2:** Authorizing the Budget Transfers from the Wastewater Enterprise Fund is required to complete this action.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a special meeting thereof held on December 19, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDNIA, REYNA, SALDANA

AYES:

NOES:

ABSTAIN:

ABSENT:

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**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"

MISCOWATER  
6440 Oak Canyon, Suite 150  
Irvine, CA 92618  
(949) 458-5555

## Quote

Date	Quote #
11/28/23	112823-1SW

Customer
City of Wasco 5410 7th Street Wasco, CA 93280

Ship To
City of Wasco 5410 7th Street Wasco, CA 93280

Line #	Description	Qty	Rate	Total
1	NM076SY01L07K.2	2	29,149.57	58,299.14
2	Estimated Freight Charge **Freight is just an estimate, actual freight will be charged at the time of invoicing.	1	1,667.00	1,667.00
LEAD TIME: Equipment 10-12 Weeks after acceptance of order Contingent upon availability Submittals not included				
SALES TAX: Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Sales Tax will be calculated based on the rate at the time of shipment. If order is tax exempt, Buyer must provide a resale certificate or tax exemption certificate, whichever is applicable to Seller upon acceptance of order.				
FREIGHT: Prepaid & Add.				
FOB: Origin				
SHIPPING & BILLING: Please provide Shipping Address for Delivery and Billing Address for Invoice				
PAYMENT TERMS: Subject to prior credit approval, the terms of payment are; 100% upon equipment shipment (or offer to ship), Net 30 Days				
			<b>Total</b>	



MISCOWATER  
6440 Oak Canyon, Suite 150  
Irvine, CA 92618  
(949) 458-5555

## Quote

Date	Quote #
11/28/23	112823-1SW

Customer
City of Wasco 5410 7th Street Wasco, CA 93280

Ship To
City of Wasco 5410 7th Street Wasco, CA 93280

Line #	Description	Qty	Rate	Total
	<p>CREDIT CARD CONVENIENCE FEE: Where permissible by law, all products and services paid with a credit card will be subject to a 3.5% convenience fee. This is not greater than our cost of acceptance.</p> <p>TERMS &amp; CONDITIONS: MISCOWater's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.</p>			
Total				\$59,966.14



## STANDARD TERMS AND CONDITIONS

1

### ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

### DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

### PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

### TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS,**

## **STANDARD TERMS AND CONDITIONS**

**2**

DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

### **SECURITY INTEREST & TITLE**

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

### **WARRANTY**

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

### **INDEMNIFICATION**

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

### **CANCELLATION**

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

### **FIELD WORK**

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

### **MODIFICATIONS**

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

### **AUTHORITY OF SELLER'S AGENTS**

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

### **NO THIRD-PARTY BENEFICIARIES**

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

### **GOVERNING LAW**

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

### **DISPUTE RESOLUTION**

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

### **SEVERABILITY**

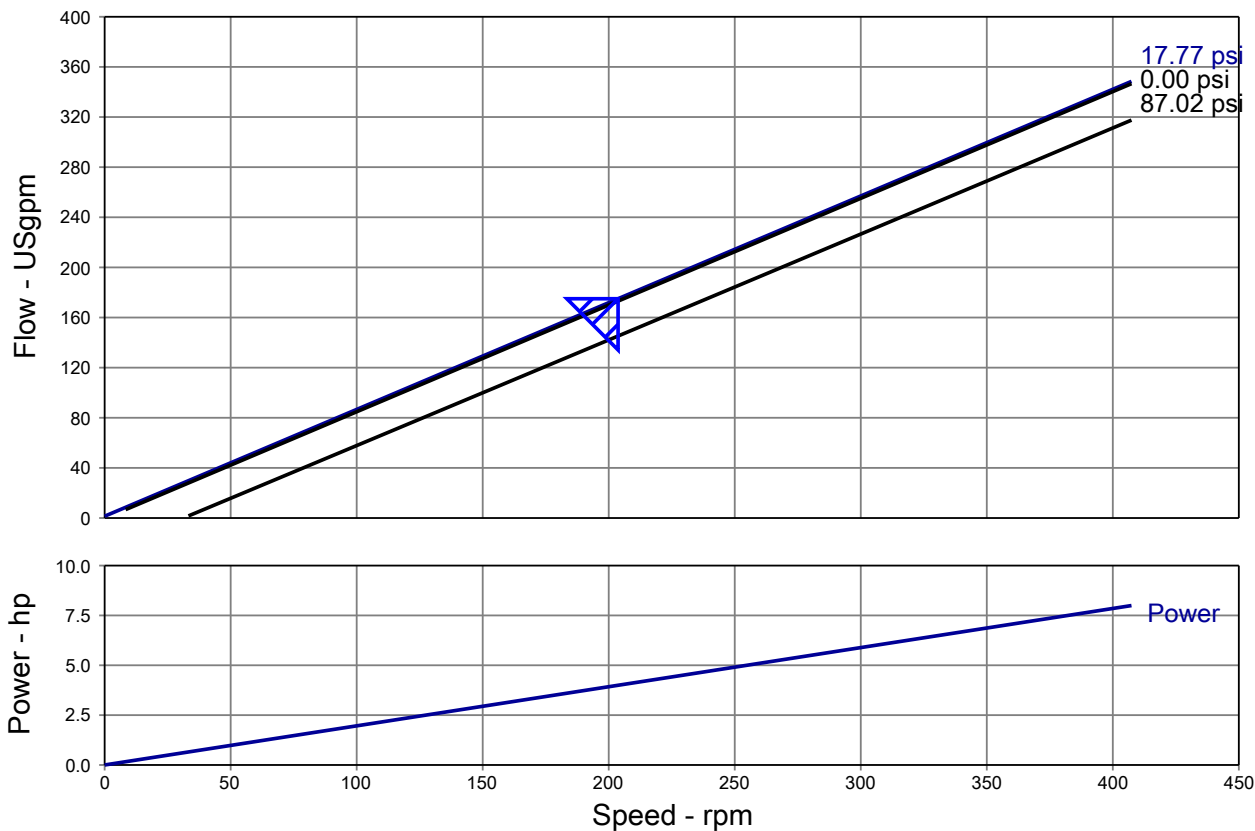
The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

### **ASSIGNMENT – DELEGATION**

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## Pump Performance Datasheet

Customer	: MISCO Water	Quote number	: MFZ-B000498482 - Rev 1
Customer reference/	: Replacement pump MAC2011154709	Size	: NM076--01L
TAG		Stages	: 1
Item number	: 001	Date last saved	: November 28, 2023 10:12 PM
Service	:		
Quantity	: 2		
Operating Conditions		Fluid	
Flow, rated (user)	: 175.0 USgpm	Pumped Fluid	: Digested Sludge
Flow, rated (actual)	: 175.0 USgpm	Chemical Formula	:
Differential Pressure (requested)	: 41.00 ft	Toxicity level	: No
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Flammable	: No
NPSH available	: Ample	Explosive	: No
Site Supply Frequency	: 60 Hz	Corrosive/Aggressive environment	: No
Performance		Contact with Air Behavior	: No
Speed, rated	: 204 rpm	Viscosity	: 1.00 cP
Gearbox Output Speed	: -	Fluid density	: 1.001 / 1.001 SG
Gearbox input speed / ratio	: - / -	Temperature (Min / Rated / Max)	: 20 / 20 / 68.00 deg F
Volumetric efficiency	: 100.86 %	Concentration (Min / Normal / Max)	: 0 / 0 / 100.00 %
NPSH required / margin required	: - / 0.00 ft	Chloride Content (Min / Normal / Max)	: 0 / 0 / 0 PPM
Pressure Data		Solids	
Rated working pressure	: 17.77 psi.g	Solids diameter, max	: 0.00 in
Maximum differential pressure	: 87.02 psi	Size of solid particle	: 0.00 in
Maximum working pressure	: 17.77 psi.g	Solid Content (Min / Normal / Max)	: 0 / 0 / 5.00 %
Maximum allowable working pressure	: 87.02 psi.g	Driver, Gear Reducer & Power Data	
Hydrostatic test pressure	: N/A	Driver sizing specification	: Rated power
		Service factor	: 1.00
		Power, rated	: 4.00 hp
		Motor rating	: -
		Gear reducer torque limit	: -



Construction Datasheet			
Customer	: MISCO Water	Quote Number	: MFZ-B000498482 - Rev 1
Customer Reference/TAG	: Replacement pump MAC2011154709	Quantity of pumps	: 2
Item number	: 001	Pump Model	: NM076SY01L07K.2
Service	:	Nom. Flow Rate / Differential Pressure	: 175.0 USgpm / 41.00 ft
Quote Date	: November 28, 2023 10:12 PM	Pump Speed	: 204 rpm
General			
Name Plate		In English (Stainless Steel)	
Direction of Rotation		To the left, counter clockwise(as viewed from drive end)	
Installation Orientation		Horizontal	
Drive End			
Pump Bearing House		Cast Iron 0.6025 / EN-GJL-250	
Pump Housing / End Connection			
Housing Material		Cast Iron 0.6025 / EN-GJL-250	
Housing Design		FSIP Housing	
Housing Connection Position		Vertical	
Function of Housing Conenction		Suction Connection	
Housing Connection Nom. Dia & rating		6 in 125# FF ANSI Flange per ASME 16.5B	
Function of End Connection		Discharge Connection	
End Connection Nom. Dia & rating		6 in 125# FF ANSI Flange per ASME 16.5B	
Housing Seals		NBR	
Mechanical Seal			
Shaft Seal Design		Double Mechanical Seal in back-to-back arrangement (requires barrier fluid)	
Shaft Seal Type		uNS-100/uNS-100	
Shaft Seal Material		Q1Q1VGG-Q1Q1VGG	
Shaft Seal Accessories		Customer Provided Seal Water System	
Rotating Parts			
Extension Shaft Material		SAE 420 Stainless Steel	
Coupling Rod Material		Stainless Steel SAE 420	
Coupling Rod Design		Split Two Piece design	
Joint			
Joint Type		Gear Joint Double Sealed (Type K) - Standard	
Joint Sealing Material		NBR	
Joint Lubrication		Mineral Oil	
Rotor			
Rotor Material		Alloy Steel SAE 4140, hard chrome plated	
Rotor sizing		20C Standard	
Rotor rated Temp Range		32.00 deg F - 84.20 deg F	
Stator			
Stator Material		NEMOLAST® S61L / S62L (Buna)	
Stator Design		Standard	
Dry Run Protection		Not Included	
Stator Bolt Material		SAE 304 Stainless Steel	

Baseplate	
Specification	Not Included in Scope of Supply
Accessories	
Dry Run Protection	Not Included
Over Pressure Protection	Not Included
Painting	
Paint System	NETZSCH's System 1
Replacement Info	
Duplicate/Replacement Job	MAC2011154709
Duplicate pump flow/pressure & geometry/size	Yes
Duplicate bareshaft pump dimensions	Yes
Duplicate baseplate & drive dimensions	N/A
Backwards compatible drive	N/A
Backwards compatible wear parts	Yes
Backwards compatible materials of construction	Yes
Backwards compatible design/configuration	Yes, Upgraded
Testing	
Hydrostatic Testing	Included
Performance testing	Not Included
Run Test	Not Included



## Pictorial Addendum to Construction Data Sheet

Customer	: MISCO Water	Quote Number	: MFZ-B000498482 - Rev 1
Customer Reference/TAG	: -	Quantity of pumps	: 2
Item number	: 001	Pump Model	: NM076SY01L07K.2
Service	: -	Nom. Flow Rate / Differential Pressure	: 175.0 USgpm / 41.00 ft
Quote Date	: -	Pump Speed	: 204 rpm

## Pump



- Features large FSIP servicing cover
- No special tools needed to take it apart
- No need to disconnect piping, gearbox, motor, or electric for rotor and stator maintenance
- Backwards compatible NEMO NM series
- Allows for rotor, stator, and joint maintenance without disassembling the piping
- Low Capital, Operating and Maintenance Costs

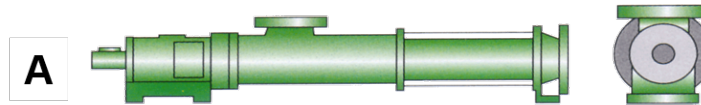
## Rotor / Stator Design



## L Geometry

- Economic geometry for products with low to mid level solid content
- Low NPSHr value
- Available from 1 to 2 stage design for pressure of up to 180 psi
- Smooth and gentle handling of shear sensitive products
- Large cavity inlet cross-section (relative to flowrate)
- Almost pulsation free pumping
- Conically shaped inlet for optimal flow

## Pump Housing Connection Position

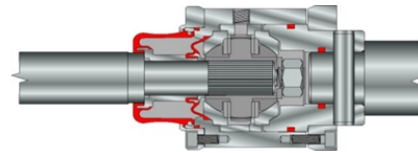


## Vertical

## Mechanical Seal

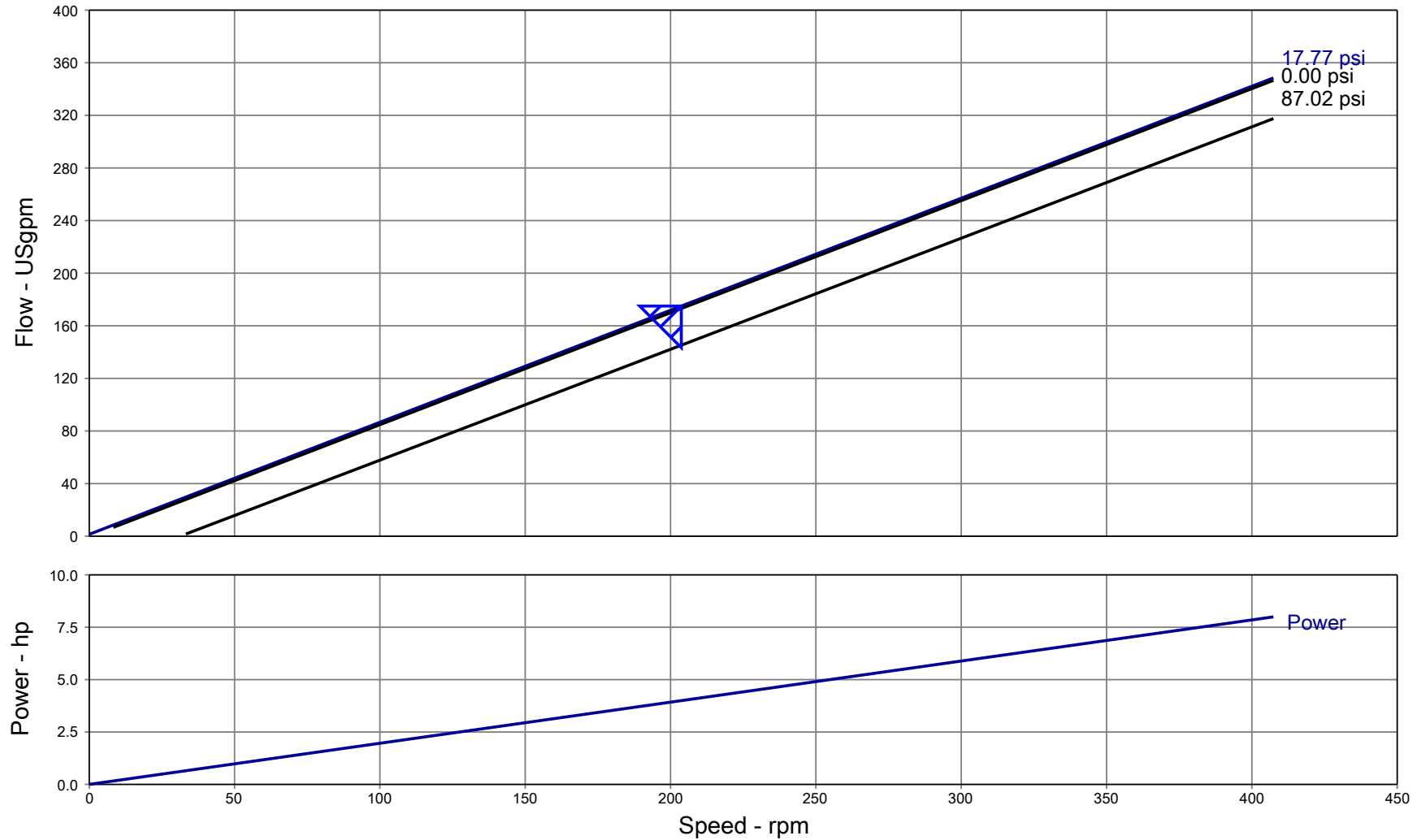
## Joint

# NETZSCH



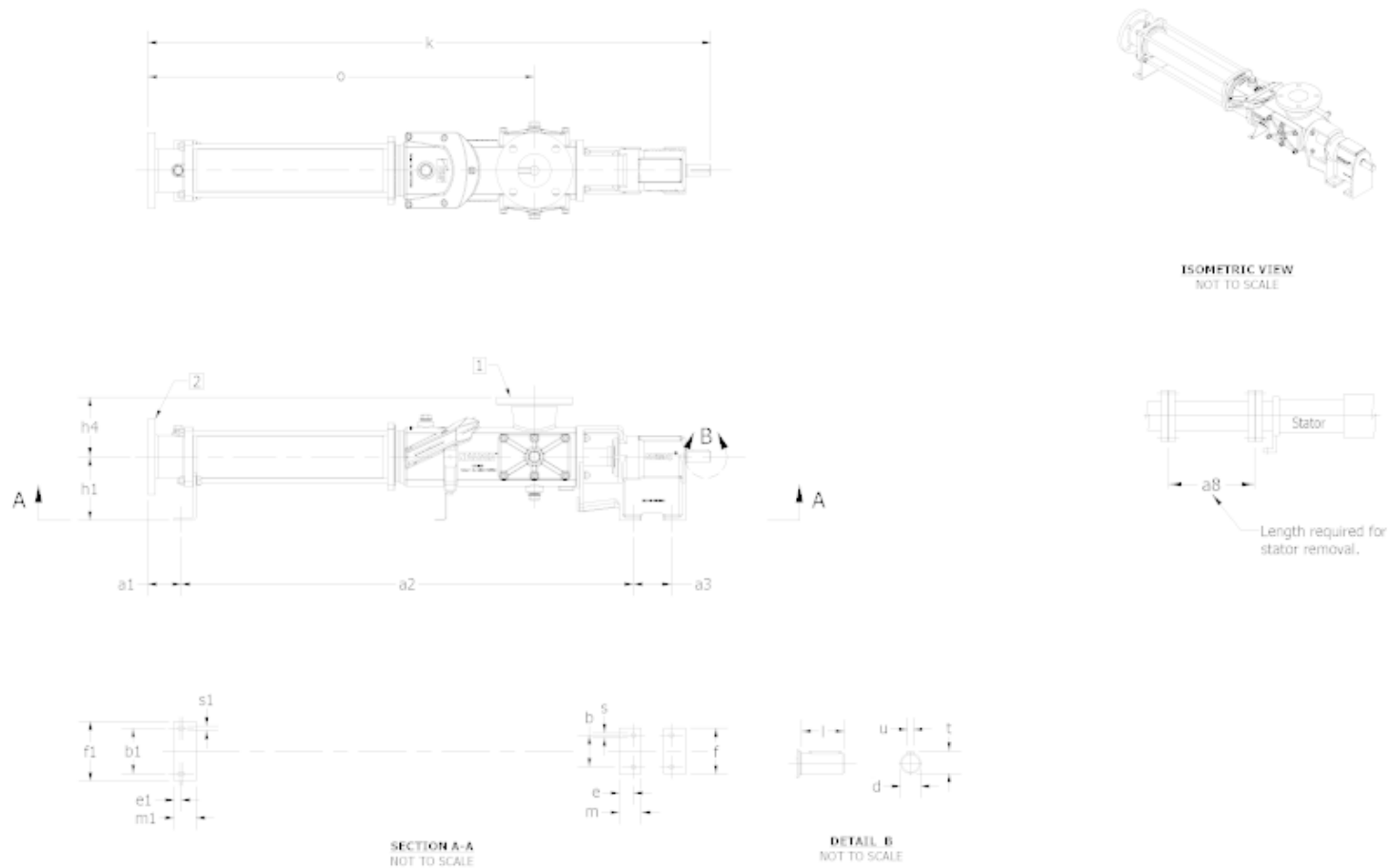
- Heavy duty, double sealed joint design
- Oil lubricated for optimal lubrication and longevity
- Torque and axial loads are borne by separate elements within the joint
- Designed for extremely arduous applications

### Pump Performance Curve



Customer	: MISCO Water	Size	: NM076--01L	Flow, rated (user / actual)	: 175.0 / 175.0 USGpm
Customer reference/ TAG	: Replacement pump MAC2011154709	Stages	: 1	Differential Pressure	: 41.00 ft
Item number	: 001	Speed	: 204 rpm	Fluid density	: 1.001 / 1.001 SG
Service	:	Based on curve number	: NM076--01L	Viscosity	: 1.00 cP
Quantity	: 2	Power, rated	: 4.00 hp		
Quote number	: MFZ-B000498482 - Rev 1	NPSH required	: -		
Date last saved	: November 28, 2023 10:12 PM				

## General Arrangement Drawing



### Notes

1. Dimensions are in inches
2. Dimensions of pump  $\pm 0.25$  unless noted.
3. Drawing not for Construction
4. Drawing may not be used or reproduced without written authorization of NETZSCH Pumps North America, LLC
5. NETZSCH reserves the right to change the dimensions

### Customer Content

Customer	MISCO Water
Customer Reference/TAG	Replacement pump MAC2011154709
Service	
Item number	001
Quote Number	MFZ-B000498482 - Rev 1
Quote Date	November 28, 2023 10:12 PM

### Operating Conditions

Duty Points	1	2	3	4
Flowrate	175.0 USgpm	-	-	-
Viscosity	1.00 cP	-	-	-
# Pressure	41.00 ft	-	-	-
operating speed	204 rpm	-	-	-

### Estimated Weights

Pump	-
Drive	-
Baseplate	-
Total	-

### Dimensions

a1	a2	b	b1	e	e1	f	f1	h1	h2
5.08	67.28	4.92	7.68	3.54	0.98	6.89	9.06	8.86	17.13
k	m	m1	o	s	s1	h4	a8	a3	d
74.13	4.72	2.76	61.34	0.71	0.53	8.27	31.50	0.00	0.00
l	t	u							
0.00	0.00	0.00							

### Pump Flanges

Flange	Size	Rating (ASME 16.5B)	Face
Suction	6 in	-	-
Discharge	6 in	-	-

### Pump Construction Data

Pump Model	NM076SY01L07K.2
Housing Material	Cast Iron 0.6025 / EN-GJL-250
Internal Material	Stainless Steel SAE 420
Rotor Material	Alloy Steel SAE 4140, hard chrome plated
Stator Material	NEMOLAST® S61L / S62L (Buna)
Drive Design	-
Reducer Model	-
Motor Model	-
Baseplate Design	Inline
Direction of Rotation	To the left, counter clockwise (as viewed from drive end)



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** A Resolution Approving an Amendment to the Standard Agreement (20-CDBG-CV2-3-000010) Issued Under The 2020 Community Development Block Grant Program-Coronavirus Response (CDBG- CV)

---

**Recommendation:**

Staff recommends that the City Council:

- 1) Adopt a resolution approving an amendment to the standard agreement (20-CDBG-CV2-3-000010) to submit a request for additional funds to the State of California for Wasco's Sheriff Activities League (SAL) Youth Center. This is to cover the gaps created by documented, unanticipated cost increases. The funds will be added to the City of Wasco's CDBG-CV Subsistence Program Agreement (20-CDBG-CV2-3-000010) and authorize the City Manager or designee to execute all necessary HCD documents, and
- 2) Find that this action is Categorical Excluded Subject to Section 58.5 Pursuant to 24 CFR 58.35(a); no environmental review is required.

**Environmental Review:**

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3)(iii)(B) Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial, and public buildings does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

**Discussion:**

The California Department of Housing and Community Development (HCD) has a small amount of Community Development Block Grant Coronavirus (CDBG-CV) funding remaining available to encumber existing construction projects that have experienced unanticipated cost increases. All funds must be expended by June 25, 2026, which is the regulatory and statutory deadline for all CDBG-CV expenditures.

Grantees with active CDBG-CV Standard Agreements that are not in default may qualify for Unclaimed Funds under the following circumstances:

1. The funded activity is a construction project.
2. The funded activity experienced unanticipated cost increases that can be substantiated and documented. Acceptable work-order/change-order cost increases include, but are not limited to:
  - increased costs of supplies and materials,
  - increased costs of environmental mitigation or compliance,
  - increased labor costs, etc.
3. The grantee can certify that the CDBG-CV award, plus other funds shown in the application budget, do not provide sufficient funding to construct the project, and the grantee lacks access to any other available sources of funding for the construction activity.

The city applied for the 2020 CDBG CV2-3 Grant in the amount of \$511,964.00 for the following activities:

- To assist local residents impacted by COVID-19 with rent, mortgage, and utility payments; AND
- To rehabilitate the Wasco's Sheriff Activities League (SAL) Youth Center.

In October 2022, the program for rent, mortgage, and utility payments ended. The remaining funds were repurposed by the city to rehab the SAL Youth Center.

The SAL Building project has faced some challenges. The city had requested bids for the project but received only one bidder whose offer was higher than expected. As a result, the city had to decline the offer and start over. To improve the planning process, the city hired an engineer to create design plans, which are currently being reviewed. The staff is optimistic that the permit will be approved by the end of December 2024. Once approved, the project will be put out to bid again.

Staff recommends approving the submission to HCD for an increase of up to 25% (\$127,991.00) to our award. This will result in a maximum award of 125% of our original application amount, which will cover the increased costs for supplies and materials, labor, and equipment costs.

**Fiscal Impact:**

No additional funds are needed at the with approval of this item. However, if approved by HCD, additional funds received by the City will need to be allocated by increasing the project budget through separate action.

**Attachments:**

1. Resolution

**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO  
APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT  
ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV)**

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

**SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement with the State numbered 20-CDBG-CV2-3-00010 (the "Standard Agreement") pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

**List of Activity Funding:**

Current Authorized amount(s) under Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG-CV: \$511,964.00
- Program Income: \$0.00
- Total: \$511,964.00

Amount of new CDBG-CV funds to be added to Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG-CV Not to exceed \$127,991.00
- Program Income: \$0.00
- Total: \$127,991.00

Total amount of amended Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG Grant Not to exceed \$639,955.00

Department of Housing and Community Development  
Version 11/15/2023

CDBG-CV

**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

2

- Program Income: \$0.00
- Total: \$639,955.00

**SECTION 2:**

The City of Wasco acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

**SECTION 3:**

The City of Wasco hereby authorizes and directs the City Manager, or designee\*, to execute and deliver all application(s), "Request(s) for Additional Funds," and/or amendments to the Standard Agreement and act on the City's behalf in all matters pertaining to all such application(s), "Request(s) for Additional Funds," and/or amendments.

**SECTION 4:**

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee\*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

**SECTION 5:**

If an amendment to the Standard Agreement is approved, the City Manager, or designee\*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

*\* **Important Note:** If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the*



**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

3

*signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a Special meeting of the City Council of the City of Wasco of held on December \_\_\_\_\_2023, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Vincent Martinez, Mayor

**STATE OF CALIFORNIA**

*City of Wasco*

"I, \_\_\_\_\_, City Clerk of the City of Wasco, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council on this 19<sup>th</sup> day of December 2023; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect."

\_\_\_\_\_  
Maria Martinez, City Clerk of the City of Wasco,  
State of California

By: \_\_\_\_\_  
Name and Title



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Approval of Travel Expenses Exceeding \$500.00 for the Administrative Manager and the Executive Assistant I to attend the Laserfiche Empower 2024 Conference on April 22-25, 2024, in Las Vegas, CA.

---

**Recommendation:**

Staff recommends the City Council

- 1) Approve the travel expenses exceeding \$500.00 for the Administrative Manager and Executive Assistant I to attend the Laserfiche Empower 2024 Conference on April 22-25, 2024, in Las Vegas, CA.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

**Environmental Review:**

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

**Discussion:**

This request is for approval of staff to attend the Laserfiche Empower 2024 Conference on April 22-25, 2024, in Las Vegas, CA.

This training will update the Administrative Manager and Executive Assistant I on the Laserfiche Records Management software for city records. The conference offers classes, hands-on lab sessions, and technical training sessions to expand the staff's knowledge of records management and administration features and to gain insights into the latest Laserfiche product innovations, best practices, and helpful techniques of the software.

The cost of the conference, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to \$500.00 per trip. As a result, the City Council must approve the travel request as the expenses for the cost of the trip will exceed \$500.00.

**Fiscal Impact:**

It is estimated that the cost of this training will not exceed \$2,000.00 per attendee, including the conference and travel expenses. The training cost is contained in the adopted FY 2023-2024 Budget; no budget action is required.

**Attachments:**

1. Training Information

# Empower Yourself, Your Community, Your Ideas

Get hands-on training, face time with Laserfiche developers and network with fellow traders in the marketplace of ideas.

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# Don't Know Where To Start?

Excited for Empower but not sure what classes will be best for you? Drop in for a chat with Laserfiche staff and get recommendations about which sessions are right for you. No matter if you're new to Laserfiche, looking to try something new with the product, or a Laserfiche expert, we'll have ideas for how to make the most of your time at Empower!

## Our Available Sessions

- ✓ ~~Tuesday, Nov. 7, 10 – 10:30 a.m. PT~~
- ✓ ~~Wednesday, Nov. 15, 12 – 12:30 p.m. PT~~
- ✓ Monday, Dec. 4, 1 – 1:30 p.m. PT
- ✓ Thursday, Jan. 18, 8 – 8:30 a.m. PT
- ✓ Friday, Feb. 23, 10 – 10:30 a.m. PT

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# Event Agenda

Explore sessions, keynotes and labs. Full agenda will be released on Jan. 15!

ALL DATES  
4/22-4/25

MONDAY  
4/22

TUESDAY  
4/23

WEDNESDAY  
4/24

THURSDAY  
4/25

FILTERS

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Search

## April 22, 2024

9:00 AM PT

Registration

9:00 AM-6:00 PM

12:00 PM PT

Info Center

12:00 PM-6:00 PM

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8:30 AM PT

## Registration

8:30 AM-5:30 PM

9:00 AM PT

## General Session

9:00 AM-10:00 AM

10:00 AM PT

## Info Center

10:00 AM-5:30 PM

10:15 AM PT

## Advanced Laserfiche Forms and Business Processes

10:15 AM-12:30 PM

72 spots left

## Advanced Workflow Design

10:15 AM-12:30 PM

91 spots left

## Choosing the Right Laserfiche for Your Customer!

10:15 AM-11:15 AM

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10:15 AM-12:30 PM

81 spots left

## Introduction to Laserfiche Capture Tools

10:15 AM-12:30 PM

111 spots left

## Introduction to Laserfiche Records Management

10:15 AM-12:30 PM

80 spots left

## Introduction to Repository Security

10:15 AM-12:30 PM

95 spots left

## Introduction to the Repository

10:15 AM-12:30 PM

103 spots left

## Laserfiche Capture Strategies

10:15 AM-11:15 AM

262 spots left

## Recent Releases in Laserfiche Self-Hosted

10:15 AM-11:15 AM

235 spots left

## Self-hosted to Cloud Assessment training (Customer): Assess your ...

10:15 AM-11:15 AM

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11:30 AM PT

## A First Look at Laserfiche 12

11:30 AM-12:30 PM

232 spots left

## Self-hosted to Cloud Assessment training (SP): Assess your readin...

11:30 AM-12:30 PM



**Alex Wong**  
Product Marketing Manager  
Laserfiche



**David Everson**  
Senior Director Of Solutions Marke...  
Laserfiche

160 spots left

## Time Saving Tips and Tricks

11:30 AM-12:30 PM

257 spots left

12:30 PM PT

## Lunch

12:30 PM-2:00 PM

2:00 PM PT

## Best Practices in Laserfiche Repository Security

2:00 PM-4:15 PM

246 spots left

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**Joman Kwong**

Strategic Solutions Manager: Financial Services

Laserfiche

149 spots left

## Intermediate Workflow Design (Self-hosted)

2:00 PM-5:30 PM

91 spots left

## Introduction to Laserfiche Forms and Business Processes

2:00 PM-5:30 PM

69 spots left

## Introduction to Workflow

2:00 PM-5:30 PM

82 spots left

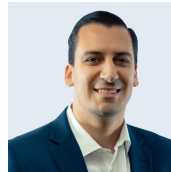
## Pricing and Licensing Updates

2:00 PM-3:00 PM

**Catherine Larrenaga**

Director Of Pricing And Packaging

Laserfiche

**Taylor Grosso**

Senior Director, Global Channels &amp;...

Laserfiche

263 spots left

## Recent Releases in Laserfiche Cloud

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## Working with Workflow and Laserfiche Forms (Self-hosted)

2:00 PM-5:30 PM

73 spots left

3:15 PM PT

## Manufacturing: Tackling High-Cost Challenges in Manufacturing

3:15 PM-4:15 PM



**Grace Nam**

Strategic Solutions Manager: Manufacturing & Healthcare  
Laserfiche

157 spots left

## Metadata Administration

3:15 PM-4:15 PM

99 spots left

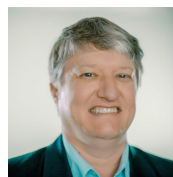
## Winning Against Competitors and Analyst Updates

3:15 PM-4:15 PM



**Alex Wong**

Product Marketing Manager  
Laserfiche



**Kurt Rapelje**

Director Of Strategic Partnerships  
Laserfiche

263 spots left

## Your Product, Your Experience, and Your Feedback

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4:30 PM-5:30 PM

254 spots left

## Healthcare: Implementing Digital Advances to Revamp Healthcare ...

4:30 PM-5:30 PM

**Grace Nam**

Strategic Solutions Manager: Manufacturing & Healthcare  
Laserfiche

157 spots left

## Repository Design Strategies

4:30 PM-5:30 PM

272 spots left

## User Management (Laserfiche Cloud)

4:30 PM-5:30 PM

110 spots left

## User Management (Self-hosted)

4:30 PM-5:30 PM

109 spots left

8:00 PM PT

## Reception

8:00 PM-10:00 PM

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8:30 AM PT

## Info Center

8:30 AM-5:30 PM

## Registration

8:30 AM-5:30 PM

9:00 AM PT

## Financial Services: Establishing a Cohesive Digital Ecosystem Thro...

9:00 AM-10:00 AM



**Joman Kwong**

Strategic Solutions Manager: Financial Services

Laserfiche

143 spots left

## I Inherited a Repository... Now What?

9:00 AM-10:00 AM

251 spots left

## Intermediate Laserfiche Forms Design (Self-hosted)

9:00 AM-11:15 AM

57 spots left

## Intermediate Workflow Design (Laserfiche Cloud)

9:00 AM-12:30 PM

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## Introduction to Laserfiche Forms and Business Processes

9:00 AM-12:30 PM

99 spots left

## Introduction to Repository Security

9:00 AM-11:15 AM

103 spots left

## Introduction to the Repository

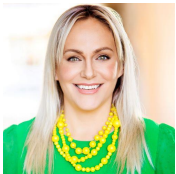
9:00 AM-11:15 AM

105 spots left

10:15 AM PT

## Government: Embracing Digital Transformation for Innovative and ...

10:15 AM-11:15 AM



**Noel Loughrin**

Strategic Solutions Manager, Government And Education  
Laserfiche

111 spots left

## Recent Releases in Laserfiche Self-Hosted

10:15 AM-11:15 AM

256 spots left

## Repository Design Strategies

10:15 AM-11:15 AM

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218 spots left

## Education: Embracing Digital Transformation for Innovative and Ag...

11:30 AM-12:30 PM



**Noel Loughrin**

Strategic Solutions Manager, Government And Education  
Laserfiche

147 spots left

## Laserfiche Learning 101: How to Use Laserfiche's Educational Res...

11:30 AM-12:30 PM

239 spots left

## User Management (Laserfiche Cloud)

11:30 AM-12:30 PM

115 spots left

## User Management (Self-hosted)

11:30 AM-12:30 PM

80 spots left

## Working with Solution Templates (Self-hosted)

11:30 AM-12:30 PM

90 spots left

12:30 PM PT

## Lunch

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54 spots left

## Best Practices in Laserfiche Repository Security

2:00 PM-4:15 PM

268 spots left

## Deploying and Securing Self-Hosted Solutions

2:00 PM-5:29 PM

194 spots left

## Intermediate Business Process Design (Laserfiche Cloud)

2:00 PM-5:30 PM

112 spots left

## Intermediate Workflow Design (Self-hosted)

2:00 PM-5:30 PM

83 spots left

## Introduction to Laserfiche Records Management

2:00 PM-4:15 PM

64 spots left

## Recent Releases in Laserfiche Cloud

2:00 PM-3:00 PM

269 spots left

## Transitioning from Self-Hosted to Cloud: A Journey of Flexibility a...

2:00 PM-3:00 PM



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2:00 PM-5:30 PM

109 spots left

3:15 PM PT

## Being a Catalyst for Change in Your Organization: Practical Tips for...

3:15 PM-4:15 PM

**Grace Nam**

Strategic Solutions Manager: Man...  
Laserfiche

**Joman Kwong**

Strategic Solutions Manager: Fina... >  
Laserfiche

238 spots left

## Your Product, Your Experience, and Your Feedback

3:15 PM-4:15 PM

275 spots left

4:30 PM PT

## Data Sharing Through System Integrations: How connecting applic...

4:30 PM-5:30 PM

**Grace Nam**

Strategic Solutions Manager: Man...  
Laserfiche

**Joman Kwong**

Strategic Solutions Manager: Fina... >  
Laserfiche

218 spots left

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**April 25, 2024**

7:00 AM PT

## **Breakfast**

7:00 AM-8:30 AM

8:30 AM PT

## **Info Center**

8:30 AM-12:30 PM

## **Registration**

8:30 AM-12:30 PM

9:00 AM PT

## **Advanced Workflow Design**

9:00 AM-11:15 AM

46 spots left

## **I Inherited a Repository... Now What?**

9:00 AM-10:00 AM

266 spots left

## **Intermediate Business Process Design (Laserfiche Cloud)**

9:00 AM-12:30 PM

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9:00 AM-12:30 PM

87 spots left

## **Working with Workflow and Laserfiche Forms (Self-hosted)**

9:00 AM-12:30 PM

73 spots left

10:15 AM PT

## **Laserfiche Learning 101: How to Use Laserfiche's Educational Res...**

10:15 AM-11:15 AM

253 spots left

## **Your Product, Your Experience, and Your Feedback**

10:15 AM-11:15 AM

267 spots left

11:30 AM PT

## **Coming Attractions: A Look at the Laserfiche Roadmap**

11:30 AM-12:30 PM

225 spots left

## **Laserfiche Capture Strategies**

11:30 AM-12:30 PM

245 spots left

## **Working with Solution Templates (Laserfiche Cloud)**

11:30 AM-12:30 PM

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# Early Bird Registration Is Now Open!

Explore all the new ideas and insights that Empower 2024 has to offer on your terms. Choose your pass type and join us for an experience that's right for you and fits your goals. Attendees can save up to \$300 if registering before Feb. 1, 2024.

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## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order with Steam Cleaners Inc. in an amount not to exceed \$10,000.00 to purchase a Steam cleaner for the sanitation wash rack.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to approve a purchase order with Steam Cleaners Inc. in an amount not to exceed \$10,000.00 to purchase a Steam cleaner for the sanitation wash rack, 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:**

As a part of CIP #24018 for the sanitation department, there are available funds for the purchase of a steam cleaner. The original steam cleaner has been having issues and is beyond repairs due to its heavy use, the steamer is used daily by staff for vehicle maintenance and various projects.

The City has recently received a quote from Steam Cleaner, Inc., for a steam cleaner, and the estimated cost is \$9,957.92. The City Council is being requested to approve the purchase, which should not exceed \$10,000.00, including estimated freight charges.

**Fiscal Impact:**

The amount of \$8,000.00 was allocated for the purchase of a steamer as part of CIP #24018. Due to increasing costs, a \$2,000.00 increase is required for this purchase. The total funds allocated to this CIP project are \$122,200.00; purchasing the steamer will leave \$112,200.00.

**Project Costs and Funding Sources:****Project Costs by Phase**

	Project Costs by Phase						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation		25,000					25,000
Design		15,600					15,600
Construction		68,600					68,600
Construction Management		5,000					5,000
Equipment Acquisition		8,000					8,000
Total	-	122,200	-	-	-	-	122,200

**Project Funding Sources**

	Project Funding Sources						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Sanitation Enterprise Fund		91,650					91,650
Wastewater Fund		30,550					30,550
							-
Total	-	122,200	-	-	-	-	122,200

**Project Effect on the Operating Budget:** Maintenance and repair costs associated with wash rack steam cleaner.

**Attachments:**

1. Resolution
2. Exhibit A Quote

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PURCHASE ORDER WITH STEAM CLEANER INC. IN THE AMOUNT NOT TO EXCEED \$10,000.00 TO PURCHASE A STEAM CLEANER FOR THE SANITATION WASH RACK**

**WHEREAS**, the City wishes to purchase a Steam Cleaner from Steam Cleaners Inc.; and,

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

**WHEREAS** a quote for this equipment in the amount of \$9,957.92 was received from Steam Cleaner, Inc. as attached hereto as Exhibit "A"; and,

**WHEREAS** the fiscal impact of the amount of \$8,000.00 was allocated for the purchase of a steamer as part of CIP #24018. Due to increasing costs, a \$2,000.00 increase is required for this purchase. The total funds allocated to this CIP project are \$122,200.00; purchasing the steamer will leave \$112,200.00, and,

**WHEREAS**, Steam Cleaner Inc. and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the purchase; and,

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

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

**SECTION 1:** Adopt a Resolution Authorizing the City Manager or Designee to finalize and execute a purchase order with Steam Cleaners Inc. in the amount not to exceed \$10,000.00.

-o0o-



**I HEREBY CERTIFY** that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a Special meeting thereof held on December 19, 2023, by the following vote:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

---

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

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

---

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

# Sales Order

## STEAM CLEANERS, INC.

STEAM CLEANERS, INC.  
2655 S. EAST AVENUE  
FRESNO, CA 93706  
Phone: 559-233-2507  
Fax: 559-233-2509

Order #	Date
AlkotaWasco	12/01/2023



### Bill To:

NOFB (NOT ON FILE CUSTOMER) BAKERSFIELD  
2601 "M" STREET  
BAKERSFIELD, CA 93301  
Phone:  
Fax:

### Ship To:

NOFB (NOT ON FILE CUSTOMER) BAKERSFIELD  
PAID  
BAKERSFIELD, CA

Contact: NOFB (NOT ON FILE CUSTOMER) B

Customer: NOFB (NOT ON FILE CUSTOMER)  
BAKERSFIELD

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
AG	ON RECEIPT	Origin	Will Call		09/29/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	4301AEUL	ALKOTA HOT WATER WASHER, 4GPM 3,000PSI 230V1PH ETL CERT. List price: \$10,369.00	\$8,899.00	1 ea	\$ 8,899.00
2	Subtotal		Subtotal			\$ 8,899.00
3	Sale	INCOMING FREIGHT	.	\$300.00	1 ea	\$ 300.00

Subtotal:	\$9,199.00
Sales Tax:	\$758.92
Total:	\$9,957.92

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Synapse to purchase a Laserfiche Cloud Municipal License in the amount of \$15,450.00 annually and authorize a budget amendment of \$11,000.00 to the City Clerk Department.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Synapse to purchase a Laserfiche Cloud Municipal License in the amount of \$15,450 annually and authorize a budget amendment of \$11,000.00 to the City Clerk Department; 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:**

On March 11, 2015, the City of Wasco first implemented the Laserfiche Record Document Management System. The system met the City's basic needs. On April 20, 2021, The City Council approved a Record Management Program module add-on within the Laserfiche system. This add-on helped city staff create the life cycle of the records and comply with statutory and regulatory requirements to allow the destruction of physical files.

Currently, the Laserfiche program is limited to a small number of users. Since then, there has been growth in city staff and potential expansion to the Police Department. There is a need to buy more licenses to facilitate and continue digitizing city records. The purchase of the Laserfiche Cloud Municipal License bundle essentially removes the limitation of concurrent users and comes with many perks needed in the city including:

- **It is Cloud Based**- Saves the city's current server space and provides secure, off-site storage.
- **A Public Web portal** – Facilitates public access to records.
- **Forms** - Forms in Laserfiche Cloud allow process managers to create and publish web forms.
- **Workflow** – To facilitate the work process, routing the document through an approval process.
- **Mobile Application** - enables users to capture, upload, and securely access documents, complete tasks, and submit electronic forms inside Laserfiche while on the go.
- **Records Management** – creating a life cycle for a document

There are plenty of more features this program provides, as shown in Exhibit A of the resolution.

Staff recommends the approval of the purchase of the Laserfiche Cloud Municipal Licenses and approval of the associated Operating Budget amendment.

**Fiscal Impact:**

The adopted FY 2023-2024 Operating budget contains funding for renewal of the current Laserfiche licensing but did not anticipate the expanded needs and benefits of a Municipal License. A budget amendment of \$11,000.00 is requested from General Funds to the City Clerk's budget to cover the incremental cost.

**Attachments:**

1. Resolution
2. Exhibit A Quote

**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 SYNAPSE TO PURCHASE A LASERFICHE CLOUD MUNICIPAL LICENSE IN THE AMOUNT OF \$15,450.00 ANNUALLY AND AUTHORIZING A BUDGET AMENDMENT OF \$11,000.00 TO THE CITY CLERK BUDGET.**

**WHEREAS**, the City wishes to purchase Laserfiche Cloud Municipal License from Synapse; and,

**WHEREAS** a quote for this program is in the amount of \$15,450.001 was received from Synapse as attached hereto as Exhibit "A"; and,

**WHEREAS**, a budget amendment of \$11,000.00 to the adopted FY 2023-2024 Operating Budget, City Clerk Department, is necessary to purchase this program.

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

**SECTION 1:** Authorizes The City Manager or his designee to approve a purchase order with Synapse in an amount not to exceed \$15,450.00 annually for Laserfiche Cloud Municipal License Program.

**SECTION 2:** Authorizes a budget amendment of \$11,000.00 to the adopted FY 2023-2024 Operating Budget, City Clerk Department.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a Special meeting thereof held on December 19, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDNIA, REYNA, SALDANA

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





# LASERFICHE CLOUD

Project proposal: Laserfiche Cloud Municipal License

Client: City of Wasco

Delivered on: 10/9/2023

Submitted by: Rodney Archer



Synapse

# LASERFICHE CLOUD

## Laserfiche Cloud Features

### LASERFICHE CLOUD

Laserfiche Cloud is enterprise content management with built-in business process management tools in a secure and scalable Software-as-a-Service (SaaS) subscription. It enables organizations to securely manage and share documents, emails and other content as they flow through organizational processes.

### FORMS

Forms in Laserfiche Cloud allow process managers to create and publish web forms with an intuitive forms management system requiring no coding or scripting. Attractive forms can be easily created with preconfigured templates or customized with editable fonts, colors, uploaded images and layout options. A wide variety of form elements, including fields, checkboxes and radio buttons, can be dragged onto a form to collect the exact information you need, in the precise format you require. A Payment Collection option allows for payment to be collected with Braintree Payment Gateway.

A customizable landing page for Forms makes finding and viewing processes easier. Selected forms appear as thumbnails on a landing page, with a customizable URL for users to access directly.

### CONTENT CAPTURE

There are many options to capture content in Laserfiche Cloud:

- **Laserfiche Scanning** allows you to easily convert paper documents into convenient electronic records in Laserfiche.
- **Laserfiche Snapshot** allows you to quickly print an archival image version of any file type to Laserfiche
- **The Laserfiche Cloud** website allows you to import files directly from your computer using drag-and-drop.
- **Laserfiche Import Agent** automatically uploads content from local storage as soon as it is detected.
- **Quick Fields Complete** advance capture for all full users.

### BUSINESS PROCESSES



The routing of a form is diagrammed through a process modeler, which is based on the **Business Process Model and Notation** (BPMN 2.0) standard. Different web forms can be associated with each step of the business process, allowing form creators to tailor the presentation of information for the specific step and/or users.

## INTEGRATIONS

Laserfiche Cloud also has built-in integrations to connect you with core applications:

- The **Office Plug-in** allows you to quickly save **Microsoft Office®** documents to Laserfiche, and work with them from within Laserfiche. You can also use the Office Plugin to quickly archive emails from Microsoft Outlook® and capture information about the emails.
- Import files saved in **Microsoft Office®, Google Drive®, OneDrive® and OneDrive for Business®** directly into Laserfiche.
- **DocuSign®** allows you to request signatures on your document (DocuSign account is needed).
- **Laser App®** provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry (Laser App account is needed).

## LASERFICHE MOBILE APP

The **Laserfiche Mobile app** (Android, iOS, or Windows) enables you to capture, upload, and securely access documents, complete tasks and submit electronic forms inside Laserfiche while on the go—even save content and folders while offline.

You can browse for documents in a folder structure; search all your content; create, copy, move, rename, download, print, and delete documents; modify document fields; and view annotations; additionally, you can add documents to your Laserfiche repository from other apps, the mobile device's gallery, or its camera. Users can add tags to documents and folders, place documents under version control, and check them in and out.

## AUDIT TRAIL

**Auditing** enables you to track activities performed in a Laserfiche repository. The tracked information is efficiently stored in log files that are processed for use in reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

## CONNECTOR

**Laserfiche Connector** provides a streamlined experience for integrating Laserfiche with line-of-business applications such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. A Laserfiche Connector profile can be configured to run a search, assign templates and fields to search results, scan a document, import a document, open a website, start another application, or write information to an application.

## ACTIVE DIRECTORY FEDERATION SERVICES (AD FS)

Account Administrators can provide single sign-on to Laserfiche Cloud through **Active Directory Federation Services**. Properly mapped user accounts choose 'Sign in with ADFS' on the log-in page to sign into Laserfiche Cloud without specifying an additional username or password.

To ease administrative burden, the single sign-on configuration page includes a look up button to automatically retrieve configuration information from the AD FS host.

## ADDITIONAL FEATURES

Additional features including but not limited to:

- Direct Share
- Data Encrypted at Rest
- Automated and Encrypted Backups
- Intrusion Detection
- Automated Feature and Security Updates
- Automated Text Extraction
- Import Agent with Email Archiving
- Surveys
- Workflow Bots for Process Automation
- Unlimited Public/Ready Only Portal
- Public Forms Portal
- Professional Forms, Payment Portal, Mobile App
- Records Management(can automate document retention policies)

## STORAGE

Cloud includes 10TB of storage per user. Additional storage can be purchased at \$30 per 10GB(annually).

# PRICING

## Laserfiche Cloud Licensing (renewed annually)

Description	Unit	Qty	Price
<b>Cloud Municipal Site License</b> (population under 15,000)	\$15,450	1	\$15,450
Total			\$15,450

\*Site license includes 10TB of shared storage and 100 Full Users.

## Labor (one time fee)

Description	Unit	Qty	Price
<b>Configuration, Training &amp; Migration</b>	\$6,000	1	\$6,000
Subtotal			\$6,000
Synapse Promo (%) 100			-\$6,000
Total			\$0
Total Savings			\$6,000

# GRAND TOTAL

Description	Unit	Qty	Price
<b>Laserfiche Cloud Licensing</b> (annual)	\$15,450	1	\$15,450
<b>Labor</b> (PROMO_100% Waived)	\$0	1	\$0
Total			\$15,450

# NEXT STEPS

1. Please read the scope of services on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign the proposal.
4. Once we receive the signed proposal, we'll contact you shortly to sort out next steps and get the project rolling.
5. If you'd like to speak to us by phone, do not hesitate to call 530-588-0767

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Synapse Technologies

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City of Wasco



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 19, 2023

**SUBJECT:** Approval of the Travel and Training, and selection of Two (2) Council Members to Attend the International Council of Shopping Centers ICSC Conference scheduled for May 19-21, 2024, in Las Vegas, Nevada.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Approval of the Travel and Training, and selection of Two (2) Council Members to attend the International Council of Shopping Centers 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:**

During the November 21, 2023, council meeting, there was a consensus of the city council to have two council members attend the ICSC Conference on a rotation schedule basis. The Mayor will open the floor for nominations of which council members would like to attend the conference.

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 per attendee. The adopted FY 2023-2024 Operating Budget contains sufficient funding to cover this expense; no budget action is required.

**Attachments:**

1. Conference information