

AGENDA
Regular City Council Meeting
and Successor Agency to the Former
Redevelopment Agency
Tuesday, November 3, 2020, 6:00 p.m.
Via Zoom Webinar
www.cityofwasco.org

IMPORTANT NOTICE REGARDING NOVEMBER 3, 2020 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

Listen to the meeting live via zoom

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://us02web.zoom.us/j/82191895469>

Listen to the meeting live via telephone

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128

Meeting ID: 821 9189 5469

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIME. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

Verbal Participation over the phone

Please dial *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments. Please be advised you will be called on by the phone number you are calling from.

Submitting written comments:

You can also submit your comments via email to cityclerk@cityofwasco.org; such email comments must be identified by adding the Agenda Item Number in the email's subject line. 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 agenda item is heard 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.

American Disability Act Accommodations:

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at cityclerk@cityofwasco.org or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

Submitting written comments:

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American Disability Act Accommodations:

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REGULAR MEETING – 6:00 p.m.

- 1) **CALL TO ORDER:** Mayor Cortez
- 2) **FLAG SALUTE:** Mayor Cortez
- 3) **INVOCATION:**
- 4) **ROLL CALL:** Mayor Cortez, Pro Tem Espitia, Council Members: Garcia, Pallares, Reyna
- 5) **PRESENTATIONS:** None

6) **PUBLIC COMMENTS: (PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)**

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

The City Council is very interested in your comments; however, no action may be taken at this meeting due to Brown Act requirements. Should your comments require further consideration by the City Council or the Successor Agency, the item will be agendized for a report and discussed at a future City Council meeting.

- 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 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 removal of a particular item.

- a. Approval of Minutes for:
 1. October 6, 2020, Regular Meeting
 2. October 20, 2020, Regular Meeting
- b. Receive and file department payments totaling \$1,446,276.65
- c. Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Title 15 of the "Buildings and Construction" of the City of Wasco Municipal Code, adding chapter 15.40" Urban Storm Water Quality Management and Discharge Control." (Bishop)
- d. Adopt a Resolution Authorizing the City Manager to enter into an Agreement with Tradiciones Markets, Inc. as an Authorized Payment Location for City of Wasco Utility Billing. (Perz-Hernandez)

- e. Adopt a Resolution Authorizing the City Manager to enter into an Agreement with SMS Landscape Architecture for On-Call Landscape Architecture Consulting Services. (Cobb)
- f. Adopt a Resolution Approving Application(s) for and Receipt of, Proposition 68 Per Capita Grant Funds. (Perez-Hernandez)
- g. Receive and File the Investment Report for the month ended September 30, 2020 (Perez-Hernandez)

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt a Resolution Approving the City of Wasco Safe Routes to School Plan Update. (Cobb)
- b. Update on City Operation due to Covid-19. (Ortiz Hernandez)

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Reyna)

14) REPORTS FROM SHERIFF:

15) REPORTS FROM CITY MANAGER:

16) REPORTS FROM CITY COUNCIL:

17) CLOSED SESSION:

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (2 potential cases)
- b. Approval of Closed Session Minutes for October 20, 2020.

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on October 30, 2020. The agenda is also available on the City website at www.cityofwasco.org

Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 a.m. – 5:00 p.m. Monday through Thursday and 8–5 p.m. 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 contact 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.

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of October 6, 2020
Regular Meeting – 6:00 p.m
Via Zoom Webinar

REGULAR MEETING – 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Cortez at 6:12 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, and all members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Mayor Cortez

3) INVOCATION: Moment of silence.

4) ROLL CALL:

Present: Mayor Cortez, Council Members: Garcia, Pallares, Reyna
Late: Mayor Pro Tem Espitia logged in at 6:58 pm

5) PRESENTATIONS: None

6) PUBLIC COMMENTS: None

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Receive and file department payments totaling \$ 86,224.20

Motion was made by Director Reyna, **seconded** by Director Garcia to approve item 8a by the following roll call vote:

AYES:	CORTEZ, GARCA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

- a. Approval of Meeting Minutes for:
 1. August 18, 2020, Regular Meeting
 2. September 15, 2020, Regular Meeting
- b. Receive and file department payments totaling \$1,508,108.80
- c. Receive and File the Investment Report for the month ended August 31, 2020.
- d. Approve an Agreement with Tyler Technologies for a one-time fee of the amount of \$11,775.00 associated with the upgrade of Munis a Financial Management Software and staff training.
Agmt#2020-043
- e. Adopt a Resolution authorizing the City Manager to enter into an agreement with the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2020; and any related documents necessary to complete the contract in the amount not to exceed \$2,500.
Reso#2020-3528
Agmt#2020-044
- f. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with Cromer Material Handling to Purchase One Forklift for the Wastewater Department in the amount of \$29,759.32
Reso#2020-3529
Agmt#2020-045
- g. Letter of Support for Kern Council of Governments Project for the California Energy Commission Phase 2 Grant Application.
- h. Rejection of Bid Received for the Finance Department's Removal and Re-installation of Existing Heating Ventilation and Air Conditioning (HVAC) Unit Project and was published on August 16, 2020.
- i. Accept Bids and Award Nations Roof for the City of Wasco Annex Re-roofing Project and Adopt a Resolution Authorizing the City Manager to Sign and Execute the Agreement in the amount of \$69,028.00
Reso#2020-3530
Agmt#2020-046
- j. Adopt a Resolution approving the City of Wasco Records Retention Schedules and Rescinding Resolution 2013-2899.
Reso#2020-3531
- k. Adopt A Resolution Accepting the State of California Department of Finance Coronavirus Relief Fund (CRF) Allocation and Programming the Use CRF Funds to Pay Contract Costs for Public Safety Employees.
Reso#2020-3532

Mayor Cortez asked the Members of the City Council if they have a conflict of interest on a particular item on the consent calendar.

City Council Members responded no conflict of interest at this time.

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

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

10) PUBLIC HEARINGS:

- a. Adopt a Resolution Vacating portions of City Right of Way on 4th Street, 5th Street, and the alleys between 4th and 5th Streets and 5th and 6th Streets, affecting Assessor Parcel Numbers 030-041-14, 13 and 05 and 030-051-15, 04, 05, 06, 07, 08 and 12, and approve an agreement with Certis U.S.A., LLC a Delaware Limited Liability Company establishing terms and conditions required to be completed prior to recordation of said Resolution.

Reso#2020-3533

Agmt#2020-047

Powerpoint presentation by Community Development Director Cobb.

Mayor Cortez opened the public hearing at 6:24 pm.

Council Member Garcia stated he is in support of the vacancy.

Council Member Reyna commented that included in the agreement, Certis, USA, LLC will maintain the infrastructure, water main, and sewer line in the vacated area.

Mayor Cortez thanked Certis and the City staff for working together on the agreement.

Mayor Cortez closed the public hearing at 6:30 pm.

Motion was made by Council Member Reyna, **seconded** by Council Member Garcia to approve item 10a with minor changes to conditions Numbers 7 and 8 by the following roll call votes:

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager or Designee to Sign and File for and on Behalf of the City of Wasco, a Financial Assistance Application for a

Financing Agreement from the State Water Resources Control Board for the Planning, Design, and Construction of the Water System Improvements and Treatment Project in the amount of \$25,868,862.00.

Reso#2020-3534

Staff comments made by Public Works Director Bishop.

Motion was made by Council Member Reyna, **seconded** by Council Member Garcia to approve item 12a by following roll call vote:

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

- b. Adopt a Resolution Authorizing the City Manager to Approve to Sell, Auction, or Disposition of Obsolete and Surplus Property.

Reso#2020-3535

Powerpoint presentation by Deputy Public Works Director Sobolewski.

Motion was made by Council Member Garcia, **seconded** by Council Member Reyna to approve item 12b by following roll call vote:

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

- c. Rescind Resolution NO. 2020-5516 and Agreement NO. 036 with Obaid Markets INC. an Authorized Payment Location for City of Wasco Utility Billing.

Mayor Pro Tem Espitia logged in at 6:58 pm.

Staff comments made by Finance Director Perez Hernandez

Motion was made by Council Member Garcia, **seconded** by Mayor Pro Tem Espitia to rescind the resolution agreement with Obaid Markets, INC and approve item 12b by following roll call vote:

AYES:	CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- d. Direction regarding 7th Street Park Improvements.

Staff comments by Assistant to the City Manager Sobolewski.

Public Comments:

Danny Rueda, by email, recommending a Veteran's Memorial Park.
James Medron in favor of a Veteran's Memorial Park.

The City Council unanimously agrees to move forward with the idea of a Veteran's Memorial Park.

- e. Update regarding the Downtown 7th street conditions and improvements.

Powerpoint presentation by Community Development Director Cobb.

The City Council directed staff to get input from the community and business owners for 7th street improvements.

Discussion item only no action taken.

- f. Discussion and Direction by the City Council to Staff on Amended and Restated Lease Agreement with Wasco Recreation and Parks District.

Item was tabled for a future meeting.

Mayor Cortez Appoints Council Member Reyna and Council Member Garcia to an Adhoc Committee. The appointed members will meet with Wasco Parks and Recreation Adhoc Committee to discuss the agreement's direction after elections.

- g. Discussion on Potential Sports Complex Development by Wasco Elementary School District Next to Jim Forest Elementary School.

Staff comments by City Manager Ortiz Hernandez

Discussion item only. No action was taken.

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation: (Cortez)
- b. Kern Council of Government: (Reyna)
 - Informed the Council the beacon on Highway 46 is expected to be installed in December.
 - Reported on the Transportation Development Act.

14) REPORTS FROM SHERIFF:

Sgt Martinez reported on activities in the city.

15) REPORTS FROM CITY MANAGER:

City Manager Ortiz Hernandez:

- He informed the City Council of the project on Highway 46 and F Street pedestrian beacon to be completed by December 2020.
- Informed, there is a scheduled meeting with the High-Speed Rail CEO this week and hopeful moving forward with a resolution.
- Reported there is continual criminal activity at the Wasco Labor Camp and other businesses in the area.
- Reported the City and Kern County continue to work together and gather information with finding a permanent financial solution for the Fire Fund.

16) REPORTS FROM CITY COUNCIL:

Council Member Garcia:

- He thanked City Manager Ortiz Hernandez and Mayor Cortez for their efforts in working with the High-Speed Rail.
- He works to organize a public safety community forum with the residents, City Manager Ortiz Hernandez, and the Kern County Sheriff's Department.

Council Member Pallares:

- Informed the City Council, he will be attending the League of California Cities conference in the coming week.

Council Member Reyna:

- Informed the City Council, he will be attending the League of California Cities conference this coming week.
- Thanked the City staff for their detailed and comprehensive reports and appreciated their efforts.
- Thanked Sgt. Martinez for enforcing the traffic laws, which keeps our community safer.
- Reported the graffiti needs to be addressed promptly.

Mayor Pro Tem Espitia:

- He expressed concern about the traffic congestion on Highway 46 between F Street and Griffith Avenue and the potential danger for accidents.
- He reported a livestock issue on the corner of Maple Avenue and Sunset Avenue.
- Thanked Sgt. Martinez for enforcing the patrol of abandoned vehicles.

Mayor Cortez:

- Suggest posting a video on the City's website for graffiti abatement to see how well the machine performs to remove graffiti.
- He mentioned he would be attending the meeting with the CEO of the High-Speed Rail

Mayor Cortez adjourned into closed session at 8:35 pm with a ten-minute recess.

Mayor Cortez adjourned out of closed session at 9:16 pm.

17) CLOSED SESSION:

- a. Approval of Closed Session Minute for September 15, 2020.
- b. Public Employee Performance Evaluation – City Manager per Government Code Section 54957.
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (1 potential case)

18) CLOSED SESSION ACTION:

City Attorney Schroeter reported out.

- a. Approval of Closed Session Minute for September 15, 2020.

Motion was made by Council Member Reyna, **seconded** by Council Member Garcia to approve item 18a by the following roll call vote:

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	ESPITIA
ABSENT:	NONE

- b. Public Employee Performance Evaluation – City Manager per Government Code Section 54957.

No reportable action.

- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (1 potential case)

No reportable action.

19) ADJOURNMENT:

Mayor Cortez adjourned the meeting at 9:16 pm.

Maria O. Martinez, City Clerk

Teofilo Cortez, Jr., Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of October 20, 2020
Regular Meeting – 6:00 p.m
Via Zoom Webinar

REGULAR MEETING – 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Cortez at 6:00 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Mayor Cortez

3) INVOCATION: Moment of silence.

4) ROLL CALL:

Present: Mayor Cortez, Pro Tem Espitia, Council Members: Garcia, Pallares, Reyna
Late: Council Member Reyna; due to technical difficulties, logged in at 6:03 pm,

5) PRESENTATIONS: None

6) PUBLIC COMMENTS: None

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 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 removal of a particular item.

a. Receive and file department payments totaling \$ 286,982.11

b. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Plumbers Depot Inc. to Purchase One 2021 MC1510-3S3X Combination Jet/Vacuum Truck in the Amount of \$427,565.31.

Reso#2020-3536

Agmt#2020-048

- c. Accept Bids and Award Brandley and Sons, Inc for the Groundwater Monitoring Wells Project and Adopt a Resolution Authorizing the City Manager to Sign and Execute the Agreement in the amount of \$78,588.00 and to Make Necessary Budget Adjustments to Cover Project Costs in an Amount not to Exceed a Total Project Cost of \$90,000.

Reso#2020-3537

Agmt#2020-049

- d. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement With TLC Animal Removal Services For Animal Disposal Services in an Amount not to Exceed \$1,800 per Year.

Reso#2020-3538

Agmt#2020-050

- e. Accept Bids and Award Cen-Cal Construction for the Drainage Improvements of the Birch Avenue Alley and Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement in the amount of \$70,000.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

Reso#2020-3539

Agmt#2020-051

- f. Adopt a Resolution Authorizing the City Manager to Sign and Execute an On-Call Services Agreement with Innovative Engineering Systems, Inc. for Engineering Services Related to the City's Water and Wastewater SCADA Systems.

Reso#2020-3540

Agmt#2020-052

- g. Adopt a Resolution Authorizing the City Manager to Approve Task Order #1 for Innovative Engineering Systems, Inc to complete the design and engineering for new Programmable Logic Controllers panels with Ethernet Radios at Three Lift Stations in an Amount Not to Exceed \$63,930.

Reso#2020-3541

Agmt#2020-052(1)

Public comments from resident Lucy R Trujillo; asked about Dial a Ride when Dial-A-Ride services will resume.

Mayor Cortez asked the Members of the City Council if they have a conflict of interest on a particular item on the consent calendar.

City Council Members responded no conflict of interest at this time.

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

AYES:	CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

10) PUBLIC HEARINGS:

- a. Introduce and Waive the First Reading of an Ordinance of the City of Wasco Amending Title 15 of the "Buildings and Construction" of the City of Wasco Municipal Code, adding chapter 15.40" Urban Storm Water Quality Management and Discharge Control."

Staff comments made by Public Works Director Bishop.

Mayor Cortez opened the public hearing at 6:13 pm.

Mayor Cortez closed the public hearing at 6:15 pm.

Motion by Council Member Reyna, seconded by Council Member Garcia to Introduce and Waive the First Reading of the Ordinance of the City of Wasco by the following roll call vote:

AYES:	CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing Past Due Utility Billing Account Collection Loss Write-Off in the amount of \$76,466.16.

Reso#2020-3542

Powerpoint presentation by Finance Director Perez -Hernandez.

Motion was made by Council Member Garcia, **seconded** by Council Member Reyna to approve item 12a by the following roll call vote:

AYES:	CORTEZ, ESPTITIA, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. Adopt a Resolution Authorizing Past Due General Billing Account Collection Loss Write-Off in the amount of \$3,161.99

Reso#2020-3543

Powerpoint presentation by the Finance Director Perez -Hernandez.

Motion was made by Pro Tem Espitia, **seconded** by Council Member Pallares to approve item 12b by the following roll call vote:

AYES: CORTEZ, ESPTITIA, GARCIA, PALLARES, REYNA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

- c. Approve a Resolution Authorizing Past Due Business License Account Collection Loss Write-Off in the amount of \$41,957.60

Reso#2020-3544

Powerpoint presentation by Finance Director Perez-Hernandez

Motion was made by Council Member Reyna, **seconded** by Council Member Pallares to approve item 12c by the following roll call vote:

AYES: CORTEZ, ESPTITIA, GARCIA, PALLARES, REYNA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

- d. Adopt a Resolution Authorizing the City Manager to Make Monetary and Administrative Budget Amendments to the Adopted FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2020-2021.

Reso#2020-3545

Mayor Po Tem Espita does not agree to use Measure X funds for the Wasco Labor Camp chain-link fence; however, he is in favor of the fencing.

Motion was made by Mayor Pro Tem Espitia, **seconded** by Council Member Pallares to Adopt the Resolution and to Amend the chain-link fence to be funded by the General Fund, by the following roll call vote:

AYES: CORTEZ, ESPTITIA, GARCIA, PALLARES, REYNA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Reyna)
 - Reported on CalVans.

14) REPORTS FROM SHERIFF:

Sgt. Martinez gave an activity report.

15) REPORTS FROM CITY MANAGER:

- Informed the City Council, there are two trunk or treat events occurring in the City, and the City will be hosting one of the events.
- Updated the City Council that he, Mayor Cortez, and Council Member Garcia met with the CEO High-Speed at the Wasco Labor Camp. He will keep the City Council updated on the continued communications with the High-Speed Rail
- Reported in regards to the Fire Department Fund. The City is continuing to work on the goal of a long-term solution. He will meet with City Managers and CEOs of other cities and provide more information when it becomes available.

16) REPORTS FROM CITY COUNCIL:

Mayor Pro Tem Espitia:

- He was concerned about the Public Works employees to be given back their assigned work trucks.

City Manager Ortiz Hernandez clarified that all staff member in the public works department has their assigned vehicles.

Council Member Reyna:

- Thanked the staff for the detailed reporting that allows him to make informed decisions.
- Thanked Sgt. Martinez for enforcing the traffic laws and the abandoned vehicles.

Council Member Pallares:

- Informed the City Council, he heard a firework go off nearby and expressed concern that it continues to be an issue.
- Reported, he attended a webinar for the League of California Cities.
- Thanked Council Member Reyna for representing the City for the voting delegation.

Mayor Cortez:

- He feels that the City website can be more business-friendly and can be updated with better technology.
- Reminds the City Council and the community on November 3, 2020, is election day and encourages everyone to vote.

Mayor Cortez adjourned into a closed session at 7:39 pm with a five-minute recess.

Mayor Cortez adjourned out of a closed session at 8:49 pm.

17) CLOSED SESSION:

- a. CONFERENCE WITH LEGAL COUNSEL- EXISTING LIGATION
(Paragraph(1) of subdivision (d) of Section 54956.9)
Name of case Robert Ruiz v. City of Wasco
Case number: BCV-19-101120

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (2 potential cases)

c. Approval of Closed Session Minute for October 6, 2020. Alex

d. Public Employee Performance Evaluation – City Manager per Government Code Section 54957

18) CLOSED SESSION ACTION:

City Attorney Schroetter reported on closed session action.

- a. CONFERENCE WITH LEGAL COUNSEL- EXISTING LIGATION
(Paragraph(1) of subdivision (d) of Section 54956.9)
Name of case Robert Ruiz v. City of Wasco
Case number: BCV-19-101120

No reportable action.

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (2 potential cases)

No reportable action.

c. Approval of Closed Session Minute for October 6, 2020.

Motion was made by Council Member Garcia, **seconded** by Council Member Reyna to approve item 18a by the following roll call vote:

AYES:	CORTEZ, GARCIA, PALLARES, REYNA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	ESPITIA

d. Public Employee Performance Evaluation – City Manager per Government Code Section 54957.

No reportable action.

19) ADJOURNMENT:

Mayor Cortez adjourned the meeting at 8:51 pm.

Maria O. Martinez, City Clerk

Teofilo Cortez, Jr., Mayor



Bill Pay List
Council Meeting: 11/3/2020

Warrant No	Amount	
A100220	\$14,575.94	
G071320	\$1,232.65	Verified by Finance Director
G081120	\$2,110.00	
G090920	\$123,461.57	
G100320	\$1,304,896.49	Verified by City Manager
Total	\$1,446,276.65	

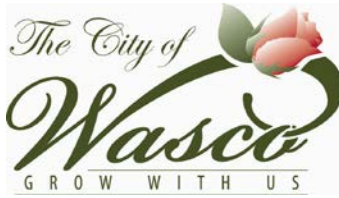
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Isabel Perez-Hernandez
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Daniel Ortiz Hernandez
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Vendor	Org	Object	Project	Invoice	PO	Date	Doc	Check	Description	Amount
ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL				10/20/20	710	10/20/2020	68035	4981	MEDICAL CHECK RUN 10/20,10/13,10/27 3 INVOICES	14,575.94
TOTAL FOR WARRANT A100220										14,575.94
THE BAKERSFIELD CALIFORNIAN-206 TOTAL				2731162	784	07/31/2020	68138	19957	ADS:RE:CONTROL ROOM HVAC UNIT REPLACEMENT	1,232.65
TOTAL FOR WARRANT G071320										1,232.65
THE BAKERSFIELD CALIFORNIAN-206 TOTAL				2732087	783	08/31/2020	68139	19958	ADS:ROOFING CITY ANNEX,HVAC,GROUNDWATER MONITORING	2,110.00
TOTAL FOR WARRANT G081120										2,110.00
BAKERSFIELD PLASTICS INC-5188 TOTAL				91120843	269	09/11/2020	68113	19959	10 LONG AND ROUND TABLES POLYCARBONATE	1,483.03
BAKERSFIELD WELL & PUMP CO.-2504 TOTAL				JOB#20414 BILLING #2	697	09/30/2020	68025	19960	PROGRESS PMT #2 WELL #14 ENGINE RENTAL	10,000.00
BHT ENGINEERING, INC-5134 TOTAL				20-0322	743	09/30/2020	68060	19961	GENERAL ENGINEERING MULTIPLE INVOICES 5 INVOICES	3,550.00
BROUGH CONSTRUCTION, INC.-4406 TOTAL				200015	698	09/30/2020	68026	19962	PMT#5 WELL #14 SITE DEVELOPMENT PROGRESS	85,242.25
DEE JASPAR AND ASSOCIATES, INC-378 TOTAL				20-09045	732	09/30/2020	68091	19963	WASCO WELL #14 & WELL# 12 PROFESSIONAL SVRCS FOR SEPT 20 3 INVOICES	4,278.20
GREEN TIM L.-5200 TOTAL				175880	699	09/28/2020	68027	19964	INSTALL BATHROOM FAUCETS FOR THE CITY OF WASCO	9,104.00
HALL LETTER SHOP, INC-1160 TOTAL				21102	490	09/28/2020	68085	19965	BANNERS TO SLOW THE SPREAD OF COVID-19	1,447.83
INFO SEND, INC.-4244 TOTAL				179349	694	09/30/2020	68021	19966	INSERT:HOLIDAY TRASH COLLECTION,2020 Q3 NOTICE,DEL	5,300.48
RAY GASKIN SERVICE-154 TOTAL				42733	731	09/21/2020	68063	19967	DISPOSAL #24: SET OF GRIP ARMS & RAM KIT	980.03
WILLBANKS ENVIRONMENTAL CONSULTING, INC.-4147 TOTAL				20699	726	09/30/2020	68064	19968	MW INSTALLATION INV#20699	2,075.75
TOTAL FOR WARRANT G090920										123,461.57
ACC BUSINESS-4766 TOTAL				202892772	805	10/27/2020	68160	19969	FIBER NETWORK SERVICES FOR OCT 20	812.44
AFLAC-108 TOTAL				861266	707	10/12/2020	68037	19970	INSURANCE PREMIUM FOR OCT 20	825.24
AIRCO BAKERSFIELD-3102 TOTAL				90335	736	10/15/2020	68065	19971	FINANCE HVAC UNIT REPAIR CONDENSER FAN MOTOR	680.00
ALTA PLANNING & DESIGN-3693 TOTAL				00-2020-063-5	762	10/21/2020	68086	19972	WASCO, CA SRTS UPDATE PROFESSIONAL SRVCS-SEPT 20	14,320.62
AMAZON CAPITAL SERVICES, INC-4968 TOTAL				16TM-KMFK-LQLX	742	10/13/2020	68094	19973	ROTARY REPLACEMENT CUPS FOR REACHER FITS,USB AUDIO ADAPTER,TIRE CHANGER DEMOUNT TOOLS 3 INVOICES	152.65

ATT - PAYMENT CENTER-1488 TOTAL	000015506828	785	10/24/2020	68140	19974	PHONE SERVICES 09/24/20-10/23/20 MULTIPLE INVOICES 20 INVOICES	1,323.08
BC LABORATORIES, INC.-63 TOTAL	B393756	728	10/06/2020	68066	19975	WTR & WWT SAMPLE TESTING MULTIPLE SERVICES 10 INVOICES	1,211.00
BOOT BARN #26-1063 TOTAL	INV00071940	196	10/20/2020	68103	19976	FY20/21 SERGIO G & ALEX C. BOOT ALLOWANCE 2 INVOICES	384.01
BRIAN L. EDICK-4770 TOTAL	SEPT 20	769	10/06/2020	68114	20017	WASCO VET FOR SEPT 20	2,070.00
BRIGHT HOUSE NETWORK, LLC-68 TOTAL	077261401101020	701	10/10/2020	68038	19977	INTERNET SRVCS 10/09/20-11/12/20 2 INVOICES	249.13
CINTAS CORPORATION NO. 3-4480 TOTAL	4064656936	754	10/16/2020	68071	19978	UNIFORMS 10/16/20 & 10/23/20	590.05
CLARK PEST CONTROL-117 TOTAL	27041288	774	10/12/2020	68120	19979	PEST CONTROL MULTIPLE LOCATIONS FOR OCT 20 3 INVOICES	298.00
CONTROLLED MOTION SOLUTIONS INC-5164 TOTAL	01351621	748	10/14/2020	68099	19980	DISPOSAL #22: REAR GATE RAM SERVICE	353.30
COUNTRY AUTO & TRUCK, INC.-3008 TOTAL	723564	645	10/22/2020	68073	19981	55 GAL TANK OF ANITFREEZE PLUG & DISPOSAL #23 1" HYDRAULIC 2 INVOICES	766.21
CRE LLC-4299 TOTAL	13945-0126020040		10/28/2020	68105	19982	139451- 0126020040 REFUND 2004 BLOOMFIELDDEPOSIT - 1WA91 UB REFUND	45.00
DISPENSING TECHNOLOGY CORPORTATION-519 TOTAL	13311	669	10/21/2020	68124	19983	REFLECTIVE BEADS FOR PAINT STRIPING	703.31
ECHELON CONSTRUCTION & DESIGN INC-5219 TOTAL	CID 12944- 0174019910	758	10/26/2020	68074	19984	REFUND DEP CID#12944-017401991 CRESSIDA	45.00
FED EX-123 TOTAL	7-152-75492	708	10/16/2020	68039	19985	FEDEX SERVICES FOR OCT 20	695.90
FORENSIC ANALYTICAL CONSULTING SERVICES, INC-5146 TOTAL	350	759	10/09/2020	68075	19986	ASBESTOS AWARENESS TRAINING FOR CODE	1,450.00
GENERAL OFFICE MACHINE COMPANY-1195 TOTAL	16302	753	10/13/2020	68076	19987	FINANCE & PLANNING MAINTENANCE CONTRACT 12/20-12/21	696.59
GOLDEN EMPIRE CONCRETE CO.-2574 TOTAL	243714	700	10/19/2020	68123	19988	VENTURA CT CURB / BAYMEADOWS & PALM SIDEWALK	523.94
INNOVATIVE ENGINEERING SYSTEMS, INC-4907 TOTAL	34177	770	10/22/2020	68106	19989	PRJ #:18-05229-002 COW FRESH WTR INV #34177	374.74
JIM NEWBY-5224 TOTAL	1077-0200008040		10/29/2020	68166	19990	1077-0200008040 REFUND 804 F ST	21.72
JORGENSEN & CO.-137 TOTAL	5906026	488	10/12/2020	68022	19991	2 CALIBRATIONS AND TRIP CHARGE MULTIPLE INVOICES 5 INVOICES	787.40
JOSEFINA GALLARDO-5218 TOTAL	CID#14267- 0251011000		10/26/2020	68056	19992	REFUND CREDIT 1100 HAZELNUT - CID#14267-0251011000	104.50
KERN COUNTY SHERIFF'S OFFICE-220 TOTAL	8406	761	10/19/2020	68087	19993	Q1 FY 21 CONTRACT/SPECIAL EVENTS	1,007,679.98
KERN COUNTY SUP. OF SCHOOLS-25 TOTAL	AUG/SEPT 20	721	10/13/2020	68050	19994	SCHOOL FEES FOR AUG/SEPT 20	155,444.35
KERN COUNTY WASTE MANAGEMENT DEPT.-19 TOTAL	WSP SEPT 20	772	10/08/2020	68115	19995	LANDFILL FEES WSP PRISON SEPT 20	3,648.60
KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL	9784	780	10/22/2020	68133	19996	BACKFLOW TEST PREVENTOR: CENTRAL & GRAPEVINE 2 INVOICES	661.50
KNIGHT'S PUMPING & PORTABLE SERVICE, INC-1075 TOTAL	0000069655	782	10/20/2020	68135	19997	GREEN WASTE PORTABLE TOILET 10/20/20-11/16/20 .	57.67
MIRIAM MENDOZA-5222 TOTAL	11341-0230018500		10/28/2020	68127	19998	11341-0230018500 REFUND 1850 GASTON	14.65
NEW YORK LIFE INSURANCE COMPANY-4733 TOTAL	S10763000 OCT 20	756	10/16/2020	68077	19999	INSURANCE PREMIUM FOR OCT 2020	408.00

ORTIZ-HERNANDEZ DANIEL-4878 TOTAL	REIMB REFUND10/16/20	719	10/16/2020	68040	20000	COMBINED REIMBURSEMENT (2 INVOICES): REIMB FOR LIFE INSURANCE RENEWAL POLICY PER EMPLOYMENT AGREEMENT AMOUNT \$2,248.00; REIMBURSE WALL SCONE LIGHTING FOR COUNCIL CHAMBERS IN AMOUNT OF \$194.66	2,442.66
PG & E COMPANY-85 TOTAL	02579048568 10/12/20	702	10/12/2020	68041	20001	UTILITY BILLS FOR OCT 20 8 INVOICES	41,242.79
PHOENIX GROUP INFORMATION SYSTEMS-4913 TOTAL	092020239	720	10/16/2020	68046	20002	CITATIONS MONTHLY FEES & SERVICES FOR SEPT 20	355.07
R3 CONSULTING GROUP, INC.-3930 TOTAL	9961	725	10/02/2020	68081	20004	SB1383 SUPPORT SRVCS & ENTERPRISE FUND RATE MODEL	3,066.25
READYREFRESH BY NESTLE-4027 TOTAL	10J0018613430	738	10/16/2020	68082	20005	DRINKING WATER 5710 7TH ST 9/15/20- 10/14/20	135.62
RED WING BUSINESS ADVANTAGE ACCOUNT-4739 TOTAL	257-1-6908	672	10/16/2020	68049	20006	20/21 FY WAYNE JACKSON BOOT ALLOWANCE	200.00
REDHWAN MOHSEN MOHAMMED-5217 TOTAL	16632-015000600C		10/20/2020	68028	20007	16632-015000600C REFUND	80.50
SOLENIS LLC-4012 TOTAL	131708638	737	10/26/2020	68107	20009	POLYMER TOTE USED IN DAILY DEWATRING PROCESS	4,484.68
STINSON STATIONERS INC-160 TOTAL	963254-0	696	10/14/2020	68024	20010	#10 ENVELOPES WITH WINDOW AND LOGO FOR WHOLE DEPT	230.39
TARINA HOMES-5223 TOTAL	14166-0389011130		10/28/2020	68110	20013	14166-0389011130 REFUND 1113 VIA SANTORINIDEPOSIT - 1WA91 UB REFUND 4 REFUNDS	180.00
TARINA HOMES-4558 TOTAL	14166-0412012060		10/28/2020	68126	20012	14166-0412012060 REFUND 1206 VIA BARCELONA 2 INVOICES	45.00
THE GAS COMPANY-246 TOTAL	08207136329 SEPT	709	10/15/2020	68047	20014	MULTIPLE ADDRESSES FOR SEPT 20	139.09
THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL	1875	718	10/15/2020	68048	20008	ADS:RE:FACILITIES MAINT SUPERVISOR/PW INSPECTOR	96.00
T-MOBILE-4899 TOTAL	964042089 OCT 20	808	10/20/2020	68163	20011	CELL PHONES 09/21/20-10/20/20	745.83
VALDEZ, MARIA TERESA-5162 TOTAL	REIMB RELIEF GRANT	810	10/26/2020	68164	20015	REIMB SMALL BUSS COVID-19 RELIEF GRANT APPLICATION	3,000.00
VERIZON CONNECT NWF INC-4908 TOTAL	OSV000002240253	757	10/01/2020	68083	20016	MONTHLY GPS FOR SEPT 20 MULTIPLE DEPARTMENT	209.00
WERSTLER, HEIDI-5209 TOTAL	1359	659	10/26/2020	68080	20003	FACE MASKS-ALL WASCO RESIDENTS TO SPREAD COVID-19	50,845.03
TOTAL FOR WARRANT G100320							1,304,896.49
GRAND TOTAL							1,446,276.65



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: November 3, 2020

SUBJECT: Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Title 15 "Buildings and Construction" of the City of Wasco Municipal Code, Chapter 15.40, "Urban Storm Water Quality Management and Discharge Control"

Recommendation:

Staff recommends that the City Council adopt the ordinance and waive the second reading of the ordinance of the City of Wasco Amending Title 15 "Buildings and Construction" of the City of Wasco Municipal Code, Chapter 15.40, "Urban Storm Water Quality Management and Discharge Control."

Discussion:

The California State Water Board adopted guidelines requiring a National Pollutant Discharge Elimination System (NPDES) general permit for waste discharge for storm water discharges from small municipal separate storm sewer systems (MS4s) in 2013.

The City of Wasco must comply with Federal and State regulations related to environmental protection, such as the Clean Water Act (CWA) and associated implementing regulations. The purpose of the CWA is to protect and restore the physical, chemical, and biological integrity of our nation's waterways by controlling and limiting discharges of pollutants to these waterways. In California, the State Water Resources Control Board has determined that urban runoff is a leading cause of pollution throughout the State. It contributes pollutants of concern to waterways. In addition, the impervious nature (i.e., pavement and hardscape) of most urban communities has resulted in storm water discharges that have greater volumes, velocity, and pollutant loads than pre-development runoff.

The State Water Resources Control Board (SWRCB) identified the City of Wasco as a small municipal separate storm sewer system (MS4) requiring permit coverage under the Phase II Small MS4 General Permit Water Quality Order No. 2013-0001-DWQ. This General Permit requires developing a Storm Water Management Program designed to reduce the discharge of pollutants to the maximum extent practicable and protect water quality. The General Permit also requires the development and implementation

of Best Management Practices (BMPs) to address six Minimum Control Measures (MCMs), which include (1) Public Education and Outreach on Storm Water Impacts; (2) Public Involvement/Participation; (3) Illicit Discharge Detection and Elimination; (4) Construction Site Storm Water Runoff Control; (5) Post-Construction Storm Water Management in New Development and Redevelopment; and (6) Pollution Prevention/Good Housekeeping for Municipal Operations. City staff is working with BHT Engineering to finalize the Stormwater Management Plan that addresses all requirements of the City's Phase II Small MS4 General Permit Water Quality Order No. 2013-0001-DWQ.

In order to implement the Stormwater Management Plan, staff, in coordination with BHT Engineering, Inc., has developed a storm water quality management and discharge control ordinance. The ordinance has been written in a manner to ensure compliance with the Federal Clean Water Act. The ordinance allows the City local authority to act against illegal dischargers and establishes responsibilities to implement best management practices.

A public hearing was held on October 20, 2020. Staff recommends the City Council adopt the ordinance and waive the second reading.

Fiscal Impact:

None

Attachments:

1. Chapter 15.40 Urban Storm Water Quality Management and Discharge Control

City of Wasco

Stormwater Ordinance

ORDINANCE NO. 2020-_____

ORDINANCE ADDING NEW CHAPTER 15.40 TO TITLE 15
OF THE CITY OF WASCO MUNICIPAL CODE REGARDING
URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

- - - - -

THE COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:

SECTION 1. A new Chapter 15.40 is hereby added to Title 15 of the City of Wasco Code regarding Urban Storm Water Quality Management and Discharge Control, which shall read in its entirety as follows:

"CHAPTER 15.40."

URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Division 1

Title, Purpose, and General Provisions.

Section 15.40.010. Title.

This Chapter shall be known as the "Urban Storm Water Quality Management and Discharge Control Ordinance" of the City of Wasco and may be so cited.

Section 15.40.020. Purpose and Intent.

The purpose and intent of this Chapter are to ensure the health, safety, and general welfare of citizens, and protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. §1251 et seq.) by reducing pollutants in stormwater discharges to the maximum extent practicable and by prohibiting non-stormwater discharges to the storm drain system.

Section 15.40.030. Definitions.

The terms used in this Chapter shall have the following meanings:

A. Best Management Practices (B.M.P.'s). Activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the United States' municipal storm drain system and waters. Best Management Practices include but are not limited to treatment facilities to remove

pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the City determines appropriate for the control of pollutants. Please refer to the City of Wasco's *B.M.P. Guidance Series*, as discussed further in Section 15.40.130 (C) herein, for specific requirements.

B. City. The City of Wasco.

C. Clean Water Act (C.W.A.). The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

D. Construction Activity. Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of 5 acres or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

E. Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed (California Health and Safety Code §25117).

F. Illegal Discharge. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Division II, Section 15.40.090 of this Chapter.

G. Illicit Connections. An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge, including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
2. Any drain or conveyance connected from commercial or industrial land use to the storm drain system, which has not been documented in plans, maps, or equivalent records and approved by the City.

H. Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 C.F.R., Section 122.26 (b)(14).

I. National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits. General, group, and individual stormwater discharge permits, which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Valley Region (hereinafter, Regional Board), and the State Water Resources Control Board have adopted general stormwater discharge permits, including but not limited to the General Construction Activity and General Industrial Activity permits.

J. Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

K. Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, Chapters, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform, and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

L. Pollution. The human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably effect, either the waters for beneficial uses or the facilities which serve these beneficial uses (California Water Code §13050).

M. Porter-Cologne Act. The Porter-Cologne Water Quality Control Act and as amended (California Water Code §13000 et seq.).

N. Premises. Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

O. Storm Drain System. Publicly-owned facilities operated by the City by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the City and are not part of a publicly owned treatment works as defined at 40 C.F.R. Section 122.2.

P. Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from rainstorm events.

Q. Waters of the United States. Surface watercourses and water bodies as defined at 40 C.F.R. § 120.2. including all-natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons.

Section 15.40.040. Applicability.

This Chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the City of Wasco, including any amendments or revisions thereto.

Section 15.40.050. Responsibility for Administration.

The Public Works Director of the City shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the Public Works Director may be delegated in writing by the Public Works Director to persons or entities acting in the beneficial interest of or in the employ of the City.

Section 15.40.060. Severability.

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, sentence, or

paragraph of this Chapter or the application thereof to any person, establishment, or circumstances shall be held invalid; such invalidity shall not affect the other provisions or application of this Chapter.

Section 15.40.070. Regulatory Consistency.

This Chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations.

Section 15.40.080. Ultimate Responsibility of Discharger.

The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore, this Chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This Chapter shall not create liability on the part of the City of Wasco or any agent or employee thereof for any damages that result from any discharger's reliance on this Chapter or any administrative decision lawfully made thereunder.

Division 2

Discharge Prohibitions

Section 15.40.090. Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

A. Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this Ordinance: potable water line flushing; uncontaminated pumped groundwater and other discharges from potable water sources; landscape irrigation and lawn watering; diverted stream flows; rising groundwater; groundwater infiltration to the storm drain system; uncontaminated foundation and footing drains; uncontaminated water from crawl space pumps; air conditioning condensation; uncontaminated non-industrial roof drains; springs; individual residential and occasional non-commercial car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street wash waters; and flows from fire-fighting activities.

B. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the City of Wasco for any discharge to the storm drain system.

C. With the written concurrence of the Regional Board, the City of Wasco may exempt in writing other non-stormwater discharges which are not a source of pollutants to the storm drain system nor waters of the U.S.

Section 15.40.100. Prohibition of Illicit Connections.

A. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

B. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

Section 15.40.110. Waste Disposal Prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, Chapters, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

Section 15.40.5-120. Discharges in Violation of Industrial or Construction Activity NPDES Storm Water Discharge Permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Public Works Director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

Division 3

Regulations and Requirements

Section 15.40.130. Requirement to Prevent, Control, and Reduce Storm Water Pollutants.

A. Authorization to Adopt and Impose Best Management Practices. The City will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. as a separate *B.M.P. Guidance Series*. Where Best Management Practices requirements are promulgated by the City or any federal, State of California, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of pollutants to the storm drain system or water of the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements.

The Public Works Director will report to the City Council annually on the status of implementation of B.M.P.'s, the pollutants of concern to be addressed the next year, and any new B.M.P.s to be developed. B.M.P.'s developed under this program will be included in the City of Wasco's *B.M.P. Guidance Series*.

B. New Development and Redevelopment. The City may adopt requirements identifying appropriate Best Management Practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport, and discharge of pollutants. The City shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this Chapter, the City Building and Construction Ordinance, Title 15, Chapter 15.04, and Title 17 Zoning.

C. Responsibility to Implement Best Management Practices. Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (a) and (b), any person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the storm drain system, or waters of the U.S. shall implement Best Management Practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

Best Management Practices required by the City can be obtained from the Public Works Department by requesting the B.M.P. manual appropriate to a commercial or industrial activity from the *B.M.P. Guidance Series*. B.M.P.'s are broken into three categories: "high priority," which are required to be implemented, "medium priority," which are desirable to implement, and "low priority."

Section 15.40.140. Requirement to Eliminate Illegal Discharges.

Notwithstanding the requirements of Division 4, Section 15.40.200 herein, the Public Works Director may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Section 15.40.150. Requirement to Eliminate or Secure Approval for Illicit Connections.

A. The Public Works Director may require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this Chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this Chapter.

B. If, subsequent to eliminating a connection found to be in violation of this Chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

Section 15.40.160. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive

vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property.

Section 15.40.170. Requirement to Remediate.

Whenever the Public Works Director finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of stormwater, the storm drain system, or water of the U.S., the Public Works Director may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Sections 15.40.220 through 15.40.250 below.

Section 15.40.180. Requirement to Monitor and Analyze.

The Public Works Director may require by written notice of requirement that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution, illegal discharges, and/or non-stormwater discharges to the storm drain system or waters of the U.S., to undertake at said person's expense such monitoring and analyses and furnish such reports to the City of Wasco as deemed necessary to determine compliance with this Chapter.

Section 15.40.190. Notification of Spills.

Notwithstanding other requirements of the law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. from the said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous material, said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the City's Public Works Department in person or by phone or facsimile no later than 5:00 p.m. of the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City's Public Works Department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Division 4

Inspection and Monitoring.

Section 15.40.200. Authority to Inspect.

Whenever necessary to make an inspection to enforce any provision of this Chapter, or whenever the Public Works Director has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this Chapter, the Director or designee may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Section 15.40.210. Authority to Sample, Establish Sampling Devices, and Test.

During any inspection as provided herein, the Public Works Director or designee may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities.

Division 5

Enforcement.

Section 15.40.220. Notice of Violation.

Whenever the Public Works Director finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the Director may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- A. The performance of monitoring, analyses, and reporting.
- B. The elimination of illicit connections or discharges.
- C. That violating discharges, practices, or operations shall cease and desist.
- D. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
- E. Payment of a fine to cover administrative and remediation costs; and
- F. The implementation of source control or treatment B.M.P.s.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the Public Works Director, and the expense thereof shall be charged to the violator pursuant to Section 15.40.240 below.

Section 15.40.230. Appeal.

Notwithstanding the provisions of Section 15.40.260 below, any person receiving a Notice of Violation under Section 15.40.220 above may appeal the determination of the Public Works Director to the City Manager. The notice of appeal must be received by the City Manager within 5 days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of the City's receipt of the notice of appeal. The decision of the City Manager or designee shall be final.

Section 15.40.240. Abatement by City.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal under Section 15.40.230, within 10 days of the decision of the City Manager upholding the decision of the Public Works Director, then the City or a contractor designated by the Public Works Director shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

Section 15.40.250. Charging Cost of Abatement/Liens.

Within 30 days after abatement of the nuisance by the City, the Public Works Director shall notify the property owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the City Clerk within 15 days. The City Clerk shall set the matter for a public hearing by the City Council. The decision of the City Council shall be set forth by resolution and shall be final.

If the amount due is not paid within 10 days of the decision of the City Council or the expiration of the time in which to file an appeal under this Section, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. A copy of the resolution shall be turned over to the County Auditor so that the auditor may enter the amounts of the assessment against the parcel as it appears on the current assessment roll, and the tax collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

Section 15.40.260. Urgency Abatement.

The Public Works Director is authorized to require immediate abatement of any violation of this Chapter that constitutes an immediate threat to the health, safety, or well-being of the public. If any such violation is not abated immediately as directed by the Public Works Director, the City of Wasco is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City of Wasco shall be fully reimbursed by the property owner and/or responsible party. Any relief obtained under this section shall not prevent City from seeking other and further relief authorized under this Chapter.

Section 15.40.270. Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Chapter. A violation of or failure to comply with any of the requirements of this Chapter shall constitute a misdemeanor and shall be punished as set forth in City Code Chapter 1.20.

Section 15.40.280. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Chapter, the Public Works Director may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 15.40.290. Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and maybe summarily abated or restored by the City at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the City.

Section 15.40.300. Acts Potentially Resulting in a Violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Any person who violates any provision of this Chapter or any provision of any requirement issued pursuant to this Chapter, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts, including civil and criminal penalties. Any enforcement action authorized under this Chapter shall also include written notice to the violator of such potential liability."

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take effect thirty (30) days after the date of its passage and with fifteen (15) days of the date of its passage shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

-oOo-

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 20th day of October 2020.

PASSED AND ADOPTED Ordinance No. 2020-_____at a regular meeting of the City Council of the City of Wasco on the day _____of _____, 2020, by the following votes:

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

AYES: _____

NOES: _____

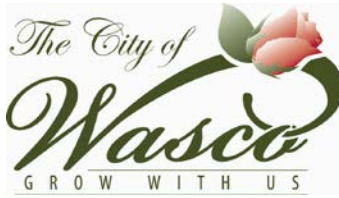
ABSTAIN: _____

ABSENT: _____

TEOFILO CORTEZ JR.,
Mayor of the City of Wasco

Attest: _____

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



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: November 3, 2020

SUBJECT: Adopt a Resolution authorizing the City Manager to enter into an Agreement with Tradiciones Markets, Inc. as an Authorized Payment Location for City of Wasco Utility Billing.

Recommendation:

Staff recommends adopting a Resolution authorizing the City Manager to enter into an agreement with Tradiciones Markets Inc. as an Authorized Payment Location for the City of Wasco utility billing.

Discussion:

The City of Wasco has been closed to the public since establishing a local emergency by the City Council on March 17, 2020, and in compliance with the State of California's Public Health "Stay-At-Home" order announced on March 18, 2020.

Prior to the COVID-19 Pandemic, the City of Wasco's Finance Department processed approximately 66% of utility payments over the county. Six months later, the city continues to see an increase in the number of residents failing to make timely utility billing payments despite the ability to make online payments and mail-in payment options being available. It is unknown if residents are financially unable to pay their utility bills or if their preferred method of paying is in-person and in the form of cash.

The goal is to provide the City of Wasco residents with another avenue to pay their utility bill "in person" with the form of payment of their choosing. Tradiciones Markets, Inc. (DBA Fiesta Supermarket) has offered its store site located at 915 Poso Drive in Wasco to become an Authorized Payment Location. Tradiciones Markets, Inc. would be compensated at a rate of \$0.18 per transaction. Additionally, Tradiciones Markets, Inc. would only be authorized to accept the current month's billing as past-due billing statements are very time-sensitive in nature.

The staff is confident that Wasco residents will welcome the opportunity to pay their utility bill in-person and with their preferred form of payment. The staff recommends adopting a Resolution authorizing the City Manager to enter into an agreement with Tradiciones Markets Inc. as an Authorized Payment Location for the City of Wasco utility billing.

The term of the agreement is valid through December 31, 2022. Attached to this staff report is the agreement. The City's attorney has reviewed it.

Fiscal Impact:

The City will incur an approximate cost of \$4,500.00 per year in compensation commission fees.

Attachments:

1. Resolution
2. Agreement
3. Certificate of Insurance
4. Announcements

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRADICIONES MARKETS, INC. AS AN AUTHORIZED PAYMENT LOCATION FOR THE CITY OF WASCO UTILITY BILLING

WHEREAS, on March 17, 2020, the City Council of the City of Wasco ratified the proclamation of the existence of a local emergency (Novel Coronavirus "COVID-19) by the City Manager for the City of Wasco; and

WHEREAS, on March 19, 2020, the State of California Public Health Department issued an Order directing Californians to "Stay-at-Home" and ordering non-essential sectors to close and essential sectors to operate with modifications to help slow the spread of COVID-19; and,

WHEREAS, the City of Wasco Finance Department processed approximately 66% utility payments from in person over the counter payments from approximately 24,056 residents prior to the COVID-19 pandemic; and,

WHEREAS, Tradiciones Markets, Inc. (DBA: Fiesta Supermarket) has offered its store location located at 915 Poso Drive in the City of Wasco to become an Authorized Payment Location; and,

WHEREAS, Tradiciones Markets, Inc. would provide residents of the City of Wasco another option to pay their utility bill in person; and,

WHEREAS, Tradiciones Markets, Inc. will be compensated \$0.18 per transaction; and,

WHEREAS, Tradiciones Markets, Inc. is authorized to accept current month's utility billing only; and,

WHEREAS, the term of the agreement is valid through December 31, 2022; and,

WHEREAS, if the small business recipient does not provide required documentation, the following year's business license will be denied until either proof of expenditure is provided or grant repaid; and,

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

SECTION 1: Approve the agreement with Tradiciones Markets, Inc as an Authorized Payment Location for the City of Wasco Utility Billing.

SECTION 2: Authorize the City Manager to endorse the agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 03, 2020, by the following vote:

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: _____

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

AGREEMENT

Between

TRADICIONES MARKETS INC. (DBA FIESTA SUPERMARKET)

915 POSO DRIVE

WASCO, CA 93280

And

CITY OF WASCO

For

AUTHORIZED PAYMENT LOCATION

Effective 11/03/2020

AGREEMENT FOR AUTHORIZED PAYMENT LOCATION

Tradiciones Markets Inc., a California Corporation ("Contractor"), agrees to accept and hold in trust City of Wasco ("City") customers' utility bill payments ("Customer Payments") in the form of cash, cashier's checks, personal checks, money orders, and traveler's checks, and to remit Customer Payments to City in accordance with the procedures prescribed by this Agreement. City expressly reserves the right to contract with others for any of the products or services it may require, including, but not limited to, the services to be provided by Contractor under this Agreement for Authorized Payment Location ("Agreement"). Contractor's Federal Identification Number is 46-0534286.

The parties, intending to be legally bound, mutually agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on November 03, 2020, and, unless terminated as provided herein, shall remain in full force and effect until December 31, 2022.

2. SCOPE OF AGREEMENT

- A. Subject to the terms and conditions of this Agreement, Contractor shall perform services including, but not limited to, the following:
 - I. Accept Customer Payments that are made by City's customers and provide them accurate receipts of the transaction;
 - II. Follow guidelines as outlined in the *Utility Payment Pay Station Procedures* as attached and incorporated herein as Exhibit A;
 - III. Deliver the Customer Payments in the form of one check for the sum of total payments collected by Contractor directly to the City as outlined in Exhibit A;
 - IV. Resolve any Customer Payment, billing, and compensation discrepancies with City's Representative.
- B. Contractor may only accept Customer Payments at 915 Poso Drive, Wasco, CA 93280 ("Authorized Payment Location" or "APLs"); thus, Contractor may not accept Customer Payments at any other location or from any other third-party vendor, business, or institution that has collected payments from City's customers. To request a change in the APL, the Contractor shall submit a written request to the City 30 days prior to the effective date of the proposed change. The City shall consider any requests to change the APL and, at its sole discretion, issue a written approval or denial of such request.
- C. Contractor shall hold Customer Payments in trust for the benefit of City until Contractor has delivered its check totaling the full

amount of such Customer Payments to the City's Finance Department located 764 E Street, Wasco, CA, 93280 ("Finance Department"), and Contractor shall bear all risk of loss as set forth in the Section entitled "RISK OF LOSS."

- D. Contractor shall remit its check in the full amount of such Customer Payments to City. In order to assure City customers timely application of any payments made to their accounts through Contractor, Contractor shall deliver its check in the full amount of all Customer Payments, in accordance with procedures prescribed by City, to the Finance Department by 9:00 a.m., on the next business day following the day of receipt.
- E. In addition to and at the time of delivery of Contractor's check for the full amount of the Customer Payments, the Contractor shall provide the City with evidence of each payment in the form of the payment stubs, or in any other form approved by the City.
- F. Contractor hereby agrees and consents to City's periodic review of Contractor's credit status through credit reporting agencies.
- G. Contractor shall assume complete responsibility for the safe, orderly, and efficient performance of all aspects of the organization, management, supervision, and operation of each Authorized Payment Location.

3. **HOURS OF OPERATION**

At a minimum, the Authorized Payment Location(s) shall be open for acceptance and receipt of Customer Payments from 8:00 a.m. to 5:00 p.m. on Monday through Friday of every week except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

4. **INVOICES AND PAYMENTS**

- A. City shall pay Contractor the amount set forth in Exhibit B hereto, per single transaction as sole compensation ("Compensation Commission") for Contractor's satisfactory performance under the terms and conditions of this Agreement, including the utility payment pay stations procedures (Exhibit A). Contractor shall not request, bill, or collect any service fee or other charge from any City customer making Customer Payment.
- B. After the end of each monthly billing period, the City shall calculate and render a check within 30 days to Contractor, which specifies the amount of payment, the period of time covered, and the number of transactions processed by Contractor in accordance with this contract.
- C. In the event Contractor disputes the amount paid by City, Contractor shall notify City in writing. Both parties will use their best efforts to

expeditiously resolve such disputes.

- D. Any late payment charges or other amounts due City under this Agreement (including, but not limited to, amounts not timely remitted to City) may be deducted by City against Contractor's Compensation Commission. Any such charges due City that for any reason are not so applied shall be paid to City by Contractor within thirty (30) days after the amount of such charges is determined.
- E. Contractor agrees to provide immediate assistance in reconciling any and all differences between the amounts delivered to the City and the evidence of Customer Payment provided by the Contractor.
- F. Upon discovery of any Shortages (as defined below) or theft, conversion, embezzlement, or damage (individually and collectively referred to as "Loss") Contractor shall immediately pay to the City the actual amount of the Loss, in accordance with the subsection of the Section entitled "SCOPE OF AGREEMENT," provided, that if such Loss is not paid, City may deduct the actual amount of the Loss from Contractor's Compensation Commission.
- G. Notwithstanding the above, City may invoice Contractor, and the Contractor shall pay for the amount of the Loss, if any, that exceeds the Compensation Commission due to Contractor.

5. **CONTRACTOR'S FAILURE TO FORWARD COLLECTED CUSTOMER PAYMENTS**

In the event that Contractor does not deliver its check in the full amount of the Customer Payments collected by Contractor to the City, for whatever reason, as specified in the Section entitled "SCOPE OF AGREEMENT," Contractor shall be assessed a late payment charge of 10% of the check that was not delivered in the full amount of the Customer Payments collected by Contractor to the City compounded daily or the maximum amount of interest chargeable by law. Contractor shall defend, protect and indemnify City from and against any loss caused by Contractor's failure to deliver its check in the full amount of the Customer Payments as described herein in accordance with the Section entitled "INDEMNIFICATION."

6. **RISK OF LOSS**

- A. Contractor shall assume and bear all risks of Loss, relating to collection of Customer Payments and remittance of its check for the full amount of such Customer Payments to City. Contractor and its insurers, if any, hereby release City from any responsibility or liability for any such Loss. For the purposes of this Section, City shall be deemed to have received the Contractor's check for such Customer Payments when it is delivered to the Finance Department of the City, as stated in the Section entitled "SCOPE OF AGREEMENT." Contractor shall promptly report any Loss to the

City.

- B. Contractor shall bear all Loss resulting from failure to collect the full amount of a Customer's bill, whether by the Customer's check failing to clear the bank or any other means.

7. **INDEMNIFICATION**

Contractor shall defend with counsel selected by the City, indemnify and hold harmless as indemnitees City and its Affiliates (as defined below) and council members, directors, shareholders, officers, agents, and employees of City and its Affiliates, and each of them, from and against any and all fines, penalties, Losses, costs, damages, claims, expenses or liabilities (hereinafter individually and collectively "Liabilities") including, but not limited to, Liabilities arising as a result of a fraudulent or dishonest act by any person, negligence, or failure to perform the duties of this Agreement, injury to or death of any person, or damage to or loss or destruction of any property, including, but not limited to, Liabilities arising from acceptance of Customer Payments, harm to or loss of equipment or arising out of, or resulting from or in connection with, this Agreement or the performance of this Agreement by Contractor or a contractor or an agent of Contractor or an employee of any one of them.

8. **INSURANCE**

With respect to performance hereunder, and in addition to Contractor's obligation to indemnify, Contractor shall maintain, at all times during the term of this Agreement and at its sole cost and expense, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law.

- A. Workers' Compensation insurance with benefits afforded under the laws of the state of California and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease for each employee. Workers' Compensation Insurance shall include a waiver of subrogation endorsement against City.
- B. Commercial General Liability insurance with minimum limits of \$1,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising. The City of Wasco, its councilmembers, officers, and employees shall be listed as Additional Insureds on the Commercial General Liability policy.
- C. If the use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles.

- D. Combination Crime Coverage -Plan 2 (Blanket Crime Policy): with limits of not less than the maximum amount of City's money on Contractor's premise(s) at any one time (as agreed to in writing by the parties' Authorized Representatives). The policy shall be endorsed to extend to cover loss of City's money or securities and name City as loss payee as respects loss of City's money or securities.

Contractor will provide to City a signed copy of Additional Insured and Loss Payee Endorsements and Certificates of Insurance executed by the Contractor's insurance agent, broker, or insurance company evidencing the required coverage, limits, and provisions. Upon request, Contractor will provide copies of actual policies. Contractor authorizes City to contact Contractor's insurer or insurance agent or broker directly to verify submitted insurance information. A certificate of insurance stating the types of insurance and policy limits provided the Contractor must be received by City prior to commencement of accepting any utility bill payments on behalf of City by Contractor under this Agreement.

The cancellation clause on the certificate of insurance will be amended to read as follows: "THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER PRIOR TO CANCELLATION OR A MATERIAL CHANGE TO POLICY DESCRIBED ABOVE.

The insurance specified above shall provide that such insurance is primary coverage with respect to all insured.

9. **TERMINATION AND CANCELLATION**

A. Termination of Agreement

- I. Contractor may terminate this Agreement upon giving sixty (60) days prior written notice thereof to City setting forth the effective date of such termination, or both parties may mutually agree in writing that Contractor may terminate with less than sixty (60) days' notice; provided, however, that the termination of this Agreement shall not affect the obligations of either party to the other party pursuant to any right or cause of action which may have accrued or which may have been accruing prior to such termination.
- II. City may terminate this Agreement, at City's sole and absolute discretion, upon giving sixty (60) days prior written notice thereof to Contractor setting forth the effective date of such termination, or both parties may agree in writing that City may terminate with less than sixty (60) days' notice; provided, however, that the termination of this Agreement shall not affect the obligations of either party to the other party pursuant to any right or cause of action which may have accrued or which may have been accruing prior to such termination.

B. Cancellation for Default With Notice/Suspension of Equipment: If Contractor is in default of its obligations under this Agreement and such default continues for three (3) days after written notice thereof by the City, or if two (2) or more such defaults occur within any sixty (60) day period, the City may, in addition to all other rights and remedies provided by law or this Agreement, cancel this Agreement by written notice to the Contractor. Additionally, where Contractor makes clear its intention to and does thereafter default, then the City shall have the option to immediately cancel this Agreement upon being made aware of the Contractor's intentional default.

C. Consequences of Termination and Cancellation

- I. If City terminates or cancels this Agreement pursuant to any provision of this Agreement, Contractor shall waive all claims against City for termination, including without limitation, for charges, profits, losses, or damages resulting from such termination or cancellation.

Upon termination, cancellation, or other expiration of this Agreement, Contractor shall (a) immediately stop accepting Customer Payments, and (b) shall promptly return to City all Information and any other material or properties furnished to Contractor by the City.

D. Default Under the Bankruptcy Code of the United States or Insolvency

For the purposes of this Section, the word "debtor" in the applicable Laws and Regulations shall mean Contractor. Contractor shall also be in default of its obligations hereunder and, City may immediately cancel this Agreement, if;

- I. Contractor files for protection under the Bankruptcy Code of the United States or any similar provision under other applicable Laws and Regulations; or
- II. Contractor has a receiver, trustee, custodian, or other similar official appointed for all or substantially all of its business or assets; or
- III. Contractor makes an assignment for the benefit of its creditors.

10. **RECORDS AND AUDITS**

Contractor shall maintain accurate records of all Customer Payments and of all amounts billable to and payments made by City hereunder in accordance with matters which relate to Contractor's obligations hereunder in accordance

with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit auditing. Contractor shall retain such records for a period of 3 years. To the extent that such records may be relevant in determining whether Contractor is complying with its obligations hereunder, City and its Authorized Representatives shall have access to such records for inspection and audit at all reasonable times during normal business hours.

11. **NOTICES**

Except as otherwise provided herein, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or three (3) days after deposited in the United States mail, first-class postage prepaid, or when sent by electronic mail ("email") and addressed as follows:

To Contractor

Tradiciones Markets, Inc., A California Corporation

915 Poso Drive

Wasco, CA 93280

Email: fiestawasco@gmail.com

Attn: Yehia Obaid, President

To City of Wasco

746 8th Street

Wasco CA 93280

Email: daortiz@cityofwasco.org

Attn: City Manager

The address to which notices or communications may be given to either party hereto may be changed by written notice given by such party to the other pursuant to this Section.

12. **SIGNS AND PUBLICITY**

- A. City shall provide to Contractor and Contractor shall post in a conspicuous place signs stating that Contractor is authorized to accept Customer Payments.
- B. In the event Contractor wishes to use additional signs, City shall have the right to approve or reject the appearance, placement, and working of signs on Contractor's premises.
- C. Upon termination, cancellation, or expiration of this Agreement, City shall be permitted to place a sign in a prominent location on Contractor's premises that states, among other things, that Contractor is no longer an Authorized Payment Location and the sign shall remain in that location for a period of ninety (90) days from the date of termination, cancellation or expiration of this Agreement.
- D. Without prior written approval of City, Contractor shall not publish any advertising, sales promotion essays, articles or other publicity matter relating to the services performed by Contractor in which City is mentioned, or in which language, signs, markings or symbols are used from which a connection to City's judgment, may be reasonably inferred.

13. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and is not an agent or employee of the City.

14. **NON-ASSIGNMENT**

Contractor shall not assign its rights or delegate its duties under this Agreement without the prior written consent of the City, which may be given or denied in City's sole and absolute discretion.

15. **SUCCESSORS AND ASSIGNS**

Subject to paragraph 14, this Agreement shall inure to the benefit of and be binding upon respective successors and assigns, if any, of Contractor.

16. **INFORMATION**

No Information (as defined below) obtained by Contractor from City or City's customers under this Agreement shall become Contractor's property. Contractor shall keep all such Information confidential, shall use it only in performing their duties contained within this Agreement. Contractor shall return all Information to City promptly upon termination, cancellation, or expiration of this Agreement. City shall have the right to review and approve the procedures for handling such information and may make such inspections, as it deems necessary to assure that such information is being properly protected.

17. **TITLE**

Any and all information and equipment, and any other tangible or intangible material or data furnished to Contractor in the performance of services hereunder, is and shall remain at all times the property of City.

18. **TAXES**

The rate of compensation per single transaction paid by City to Contractor includes all taxes of whatever nature levied or assessed on account of this Agreement.

19. **AMENDMENTS**

Neither this Agreement nor any provision thereof, unless specifically allowed herein, can be waived or modified by either party, unless such waiver or modification is in writing and signed by an Authorized Representative of each party.

20. **SURVIVAL**

The terms, conditions, and indemnifications contained in Section 7 of this Agreement shall survive the completion of performance, cancellation, or termination of this Agreement.

21. **COMPLIANCE WITH LAWS**

Contractor shall comply with all Laws and Regulations (defined below) applicable to this Agreement. In the event of a conflict between this Agreement and such Laws and Regulations, the more restrictive shall prevail except where such Laws and Regulations prohibit more restrictive language.

22. **DEFINITIONS**

For the purpose of this Agreement, the following terms and all other terms defined in this Agreement shall have the meaning so defined unless the context clearly indicates otherwise. A term defined in the singular shall include the plural and vice versa when the context so indicates.

"Billing Media" means any portion of City's Customer's bill that displays the Customer's account number, address, and amount due.

"Cancellation" means the occurrence by which either party terminates this Agreement as authorized under this Agreement, and its effect is the same as that of "Termination," except that the canceling party also retains any remedy for breach of the whole Agreement or any unperformed balance.

"Customer Payment" means cash, personal checks, money orders, and traveler's checks paid by City's customers.

"Information" means all records and data of any nature regarding City's customers and accounts, whether in the form of Billing Media or other records or data concerning individual customers or account, statistical or demographic records or data, computer programs derived from such records or data, or any other form.

"Laws and Regulations" means all applicable federal laws, regulations and orders (including, but not limited to, the Americans with Disabilities Act), state and local laws, ordinances, codes, rules, regulations and orders and requirements of all duly constituted governmental, judicial or administrative authorities, as they may be subsequently amended from time to time, and including, but not limited to, the procurement of permits, certificates, and licenses when needed.

"Record of Transactions" means a listing of all Customer Payments received by Contractor for a particular period of time and which shall include all Billing Media presented to Contractor by City's Customers.

"Shortages" shall mean the amount by which the check from the Contractor representing the total amount of Customer Payments received by the Contractor is less than the total amount of the Customer Payments received by the Contractor or the total amount billed to those customers. In that event, Contractor shall immediately pay to City the amount of the Shortages promptly upon written notice from the City.

"Termination" means the occurrence by which either party, pursuant to the provisions or powers of this Agreement or Laws and Regulations, terminates this Agreement otherwise than for breach. On "Termination," all obligations, which are still executors on both sides, are discharged, but any right based on prior breach or performance survives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

City of Wasco,
A Municipal Corporation

Tradiciones Markets, Inc.
A California Corporation

Daniel Ortiz Hernandez
City Manager

Yehia Obaid
President

Exhibit A

UTILITY PAYMENT PAY STATIONS PROCEDURES

PURPOSE:

To establish guidelines for contracted Utility Payment Vendor Payment Center for the receipt of utility bill payments from utility customers of the City of Wasco ("City").

POLICY:

It is the policy of the City to allow contracted Utility Payment Vendor Payment Centers to receive and deliver to the City utility payments on a daily basis. It is also the policy of the City to record those payments to customer accounts one working day following the Customer Payments being remitted to the Contractor.

It is the policy of the City that the responsibility of the contracted Utility Payment Center to balance cash receipts daily and deliver Customer Payments to the City in a timely manner as outlined below.

PROCEDURE:

A City utility customer must provide their City utility bill to the Payment Vendor when remitting payment at a Utility Payment Center. The utility bill is separated by the Payment Vendor into two portions and is listed as Exhibit C.

(1) the payment stub, which is retained by the Payment Vendor and remitted to the City, and (2) the balance of the Utility Bill, which is returned to the utility customer as a receipt and proof of their payment.

City Utility Payment stubs shall be initialed and marked with what method was utilized to make payment. Either a (\$) mark must be utilized for cash payments, or the # sign with notation of the actual check number that was used to pay the bill (ck# xxxx) must be clearly marked on the top right-hand side of the payment stub. If the Customer paid using a credit card, place (CC) on the top right-hand side along with the approval number. If using a debit card, place (DB) on the top right-hand side of the payment stub.

Payment vendor will only accept payment from Customer for the current month's bill. Should a customer arrive at payment processing center with no bill, a previous month's bill, or an overdue "Red" utility bill (Exhibit D), the Payment vendor shall direct Customer to the City of Wasco Finance Department for processing of payment.

The amount that was paid needs to be circled on the payment stub. If the amount is different than the amount billed, the amount actually paid needs to be handwritten and the amount original billed amount needs to be crossed out and initialed on both the payment stub and the receipt portion of the bill.

Both the payment stub and receipt portion of the bill must be date-stamped, and some type of identifying mark must be utilized to distinguish the Vendor Payment Center. Identifying mark must be approved by the City of Wasco prior to the commencement of this Agreement.

At closing each day, all utility payment stubs shall be totaled by way of a calculator tape, which shall be wrapped around the group of payment stubs receipted. The total of the payment stubs must equal the total amount of payments received. The vendor shall write a check to the City of Wasco for the entire amount of payments received. The group of payment stubs, calculator tape, and the check for the total amount of payments collected shall be delivered to the City of Wasco Finance Department located at 764 E Street, Wasco CA, by the next working day on or before 9:00 a.m.

Upon receipt of the customer payments and payment stubs, the City will total the payment stubs by way of a calculator tape. This amount should equal the amount delivered on the check by the vendor. The Payment Vendor shall assist in daily reconciling and reconciling any differences that occur. Pursuant to the Payment Vendor's Authorized Payment Center Agreement with the City, the Payment Vendor is responsible for any differences identified in the reconciliation at the sole determination of the City.

Exhibit B

UTILITY PAYMENT PAY STATIONS COMPENSATION
COMMISSION

COMMISSION:


City shall pay Contractor commission based on the following schedule:

Effective	Expiration	<u>Amount of per single transaction</u>
9/1/2020	12/31/2022	\$0.18

Exhibit C

SAMPLE UTILITY BILL- CURRENT MONTH

The Contractor shall only accept payments for utility bills due in the current month by verifying the "Due Date" reflects the current month.



City of Wasco
764 E Street
Wasco, CA 93280

WAC0528A 678 1 AV 0.389
7000000710 00.0003.0064 678/1

EXAMPLE, NAME
2309 Example Street
WASCO CA 93280-1529

Account Statement

ACCOUNT INFORMATION

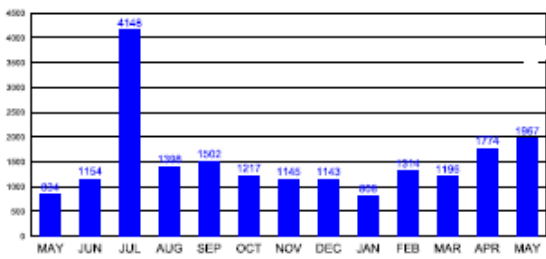
Account Number: 0410023090
Customer ID (CID): 14040
Bill Number: 535992
Service Address: 2309 Example ST
Service Period: 04/15/2020 to 05/15/2020
Billing Date: 06/01/2020
Due Date: 06/20/2020

CURRENT CHARGES

Service	Current	Previous	Usage	Amount
Water	230229	228262	1967	28.60
Sewer	0	0	0	23.78
Refuse	0	0	0	28.12

THIS PORTION RETURNED TO CUSTOMER

USAGE HISTORY



Prior Cons Current Cons

ACCOUNT ACTIVITY

Current Charges: 80.50
Balance Forward: 30.50
Total Due: 161.00

INFORMATION

-Billing questions, please call (661) 758-7230

-Pay your bill online at:
www.cityofwasco.org/267/Pay-Utility-Bill-Online

-Mail check or money order to address below,
Check **MUST** contain your CID & Account Number

-Preguntas sobre su factura marque al (661) 758-7230

-Pague su factura en linea:
www.cityofwasco.org/267/Pay-Utility-Bill-Online

-Envie su cheque personal o money order a la direccion indicada.
El cheque o money order **NECESITA** tener su numero de CID y Account Number

SPECIAL MESSAGE

Due to COVID-19, all City offices are closed and operations have been modified until further notice. City Council meetings are conducted via Zoom Meeting which allows remote public participation. Please visit our website at cityofwasco.org for additional information.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - MAKE YOUR CHECKS PAYABLE TO THE CITY OF WASCO.

(CID) AND ACCOUNT NUMBER MUST BE INCLUDED ON YOUR CHECK,

Page: 1 / 1

Payment Coupon

ACCOUNT INFORMATION

Account Name: Example, Name
Account Number: 0410023090
Customer ID (CID): 14040
Bill Number: 535992
Service Address: 2309 Example ST
Service Period: 04/15/2020 to 05/15/2020
Billing Date: 06/01/2020
Due Date: 06/20/2020

2309 EXAMPLE STREET
WASCO CA 93280-1529

AMOUNT DUE

TOTAL AMOUNT DUE: \$161.00

AMOUNT ENCLOSED

REMIT PAYMENT TO:

Check No. _____

CITY OF WASCO
PO BOX 612800
SAN JOSE, CA 95161-2800

THIS PORTION RETURNED TO CITY OF WASCO

EXHIBIT D SAMPLE OVERDUE BILL

The Contractor shall not accept payment from Customer who presents a previous month's bill, presents no bill or presents a "Red" overdue bill. Contractor shall direct Customer to the City of Wasco Finance Department for payment processing.



City of Wasco
764 E Street
Wasco, CA 93280

For Billing Information:
Visit our website at: www.cityofwasco.org
Call: 661-758-7230



Account Information		Amount Due	
Account Name:	EXAMPLE NAME	PAST DUE CHARGES:	\$80.50
Account Number:	0410023090	AMOUNT DUE:	\$80.50
Customer ID (CID):	14040		
Service Address:	2309 EXAMPLE ST		
Billing Date:	06/01/2020		
Due Date:	06/10/2020		

DELINQUENT NOTICE

Your account is currently past due. Please pay your balance by the 10th of the month in order to avoid service interruptions.

If you have questions or wish to make payment arrangements, please contact our Customer Service Department prior to the due date. If payment has already been made, please contact our office to verify receipt.

AVISO DE DELINCUCENCIA

Actualmente su cuenta esta vencida. Por favor pague su saldo antes del dia 10 de este mes para que sus servicios no sean interrumpidos.

Si tiene alguna pregunta o desea hacer arreglos de pago, comuníquese con nuestro departamento del servicio al cliente antes de la fecha de vencimiento. Si el pago ya se ha realizado, comuníquese con nuestra oficina para confirmar el recibo.

Return this portion with your payment. Allow at least 5 days by mail.

Page: 1 / 1



City of Wasco
764 E Street
Wasco, CA 93280

MAKE CHECKS PAYABLE TO: City of Wasco
(CID) and Account Number must be included on your check.

WAR0528A 245 1 AV 0.389
7000000265 00.0001.0245 245/1



EXAMPLE, NAME
2309 EXAMPLE STREET
WASCO CA 93280-1529



Account Information

Account Name: EXAMPLE, NAME
Account Number: 0410023090
Customer ID (CID): 14040
Service Address: 2309 EXAMPLE ST
Billing Date: 06/01/2020

AMOUNT DUE	80.50	Amount Enclosed	
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Due Date: 06/10/2020



CITY OF WASCO
764 E STREET
WASCO, CA 93280-1930





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Prism Insurance Agency Inc. 24905 Sunnymead Blvd. Suite C Moreno Valley CA 92553	CONTACT NAME: PHONE (A/C, No, Ext): 951-243-2800 E-MAIL ADDRESS: prab@myprisminsurance.com FAX (A/C, No): 888-802-4715
INSURED Tradiciones Markets Inc. 915 Poso Drive Wasco CA 93280	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: Preferred Professional Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 36234

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6803N468311	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	ON08916-02	4/28/2020	4/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Grocery Store providing goods and merchandise to the local public.
Includes coverage for the collection of utility bill payments for the City of Wasco.

CERTIFICATE HOLDER**CANCELLATION**

City of Wasco, its councilmembers, officers, and employees 746 8th Street Wasco CA 93280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Prab Randhawa</i>
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Prism Insurance Agency Inc.		NAMED INSURED Tradiciones Markets Inc.	
POLICY NUMBER		915 Poso Drive	
CARRIER	NAIC CODE	Wasco, CA, 93280	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Per Endorsements Attached:

The City of Wasco, its councilmembers, officers, and employees are listed as Additional Insureds on the Commercial General Liability policy.

Work Comp WOS Attached.

It is understood that payments will be collected on behalf of the City of Wasco as referenced on the ACORD 25.

30 day non-renew clause and in the event of a cancellation and/or material change, Wasco will be immediately notified via email and fax.

CHANGE ENDORSEMENT**INSURING COMPANY:**

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Named Insured: TRADICIONES MARKETS, INC.**Policy Number:** 680-3N468311-20-42**Policy Effective Date:** 03/01/2020**Policy Expiration Date:** 03/01/2021**Issue Date:** 09/25/2020**ADDITIONAL Premium \$** 51.00

Effective from 08/26/20 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Under the Commercial General Liability Coverage Part, Who Is An Insured is changed to include Blanket Additional Insured - Owners, Lessees or Contractors as provided under endorsement CG D1 05.

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy:

IL T0 07 09 87

CG D1 05 04 94

NAME AND ADDRESS OF AGENT OR BROKER

NETWORKED INSURANCE AGTS

443 CROWN PT CIR UNIT A

GRASS VALLEY

CA 95945

Countersigned by

Authorized RepresentativeDATE: 09/25/2020

POLICY NUMBER: 680-3N468311-20-42

EFFECTIVE DATE: 03/01/2020

ISSUE DATE: 09/25/2020

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	PN U3 20 04 19	LIBERALIZATION LETTER - GENERAL LIABILITY PRODUCT MODERNIZATION
	IL T0 19 02 05	COMMON POLICY DECLARATIONS
	IL T0 25 08 01	RENEWAL CERTIFICATE
	MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T3 15 10 12	BUSINESS INCOME AND EXTRA EXPENSE FROM DEPENDENT PROPERTIES
MP T3 07 03 97	PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 41 02 05	THEFT OF MONEY AND SECURITIES LIMITATION
MP T3 49 10 06	BUSINESS INCOME AND EXTRA EXPENSE - POLICY LEVEL DOLLAR LIMIT ENDORSEMENT
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T9 73 02 05	SPOILAGE COVERAGE
MP T4 90 05 10	LIMIT OF INS/OCCURRENCE ENDT - CALIFORNIA
MP T5 08 01 06	CALIFORNIA CHANGES - REPLACEMENT COST

COMMERCIAL GENERAL LIABILITY

CG T0 07 04 09	DECLARATIONS PREMIUM SCHEDULE	
CG T0 08 07 86	KEY TO DECLARATIONS PREMIUM SCHEDULE	
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19	
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM	
CG D2 83 11 17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR OPERATION	
CG D3 09 02 19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD	
*	CG D1 05 04 94	BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
	CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-3N468311-20-42

EFFECTIVE DATE: 03/01/2020

ISSUE DATE: 09/25/2020

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG M3 01 02 05	PRODUCTS/COMPLETED OPERATIONS HAZARDS REDEFINED - CHANGES
CG D8 42 02 19	XTEND ENDORSEMENT FOR SMALL BUSINESSES
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG D2 26 06 15	EXCLUSION - TOBACCO OR NICOTINE
CG T4 81 11 88	EXCLUSION - ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 04 09 07	CALIFORNIA CHANGES
IL 02 70 09 12	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN MP 57 04 17	IMP NOT PROT SAFEGUARDS SPRK AND REST
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

GENERAL LIABILITY



GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.



**Report Claims Immediately by Calling
1-800-238-6225**

*Speak directly with a claim professional
24 hours a day, 365 days a year*

Unless Your Policy Requires **Written** Notice or Reporting

STORE PAC

GROCERY STORES & SUPERMARKETS



A Custom Insurance Policy Prepared for:

**TRADICIONES MARKETS, INC.
915 POSO DR
WASCO CA 93280**

Presented by: NETWORKED INSURANCE AGTS

Dear Valued Policyholder:

We are excited to inform you about changes to the structure of your commercial general liability (CGL) insurance. We are implementing a new proprietary CGL Coverage Form that will update and further simplify our approach to that coverage. Our new CGL coverage form is more closely aligned with ISO's current CGL coverage form, and it includes numerous provisions previously contained in our proprietary mandatory endorsements and several coverage enhancements that have been provided in our commonly used XTEND™ endorsements. In addition, we have updated many of our CGL endorsements for improved readability and consistency across our portfolio of policy forms.

To complement these CGL policy form changes, we are also transitioning our Liquor Liability (LL) coverage to ISO's current LL coverage form, modified by a proprietary Liquor Liability Amendatory Endorsement. This transition will improve consistency and coordination of CGL and LL coverages.

Your new Travelers CGL policy will contain coverage terms and conditions substantially similar to those in your expiring Travelers CGL policy. Also, in order to make this transition to our new proprietary policy forms as easy as possible for you, we will adjust any claims for CGL coverage under your new policy based upon the terms and conditions of either your expiring policy or your new policy, **whichever are broader**. Likewise, if your expiring policy includes LL coverage and you are renewing that coverage with us, we will adjust any claims for LL coverage under your new policy based upon the terms and conditions of either your expiring policy or your new policy, **whichever are broader**. However, this approach to adjustment of claims for CGL and LL coverage is **subject to the following exceptions**:

- Any differences in the insured locations or insurance schedules, or the identity of named insureds or additional insureds.
- Any reductions in coverage that have been requested by you or your agent or broker or to which you or your agent or broker have agreed during renewal negotiations, or any exposures you have elected to insure elsewhere.
- Any reduction in the amount of the limits of insurance shown in any Declarations or endorsement for your new policy from the amount shown for substantially similar coverage in any Declarations or endorsement for your expiring policy.
- Any increase in the amount of any deductible, self-insured retention, retrospective loss limitation, or coinsurance obligation shown in any Declarations or endorsement for your new policy from the amount shown for substantially similar coverage in any Declarations or endorsement for your expiring policy, or any change from a loss-sensitive to guaranteed-cost rating plan or vice versa.
- Any other exceptions shown below.

We will apply this approach to claims adjusted under your first new Travelers policy. Any claim adjusted under a subsequent Travelers policy will be adjusted based only upon the terms and conditions of that policy.

Please review your expiring and new Travelers policies carefully, retain your expiring policy, and contact your agent or broker if you have any questions about this letter. We appreciate your business and thank you for choosing to insure with us.

RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
STORE PAC PLUS
BUSINESS: GROCERY STORES

POLICY NO.: 680-3N468311-20-42
ISSUE DATE: 01/16/2020

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:
TRADICIONES MARKETS, INC.
915 POSO DR
WASCO CA 93280

2. POLICY PERIOD: From 03/01/2020 to 03/01/2021 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	GROCERY STORES	915 POSO DR WASCO CA 93280

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS AND SUPPLEMENTS
Businessowners Coverage Part

INSURING COMPANY
TCT

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorse -
ments for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

SUBJECT TO AUDIT

Provisional Premium	\$	20,891.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

NETWORKED INSURANCE AGTS
443 CROWN PT CIR UNIT A

VJ306

GRASS VALLEY

CA 95945

Authorized Representative

IL TO 25 08 01 (Page 1 of 01)
Office: BREA/LA/ORANGE CA DOWN

DATE: 01/16/2020



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

STORE PAC PLUS

POLICY NO.: 680-3N468311-20-42

ISSUE DATE: 01/16/2020

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

POLICY PERIOD:

From 03-01-20 to 03-01-21 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 1,000 per occurrence.
Building Glass: \$ 1,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss subject to a maximum limit of
\$ 4,250,000

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY	\$	1,460,160	RC*	N/A	0.0%
*Replacement Cost					

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: 680-3N468311-20-42

EFFECTIVE DATE: 03/01/2020

ISSUE DATE: 01/16/2020

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

*	PN U3 20 04 19	LIBERALIZATION LETTER - GENERAL LIABILITY PRODUCT MODERNIZATION
	IL T0 19 02 05	COMMON POLICY DECLARATIONS
*	IL T0 25 08 01	RENEWAL CERTIFICATE
*	MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

	MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
	MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
*	MP T3 15 10 12	BUSINESS INCOME AND EXTRA EXPENSE FROM DEPENDENT PROPERTIES
*	MP T3 07 03 97	PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS
	MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
*	MP T3 41 02 05	THEFT OF MONEY AND SECURITIES LIMITATION
	MP T3 49 10 06	BUSINESS INCOME AND EXTRA EXPENSE - POLICY LEVEL DOLLAR LIMIT ENDORSEMENT
	MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
	MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
*	MP T9 73 02 05	SPOILAGE COVERAGE
	MP T4 90 05 10	LIMIT OF INS/OCCURRENCE ENDT - CALIFORNIA
	MP T5 08 01 06	CALIFORNIA CHANGES - REPLACEMENT COST

COMMERCIAL GENERAL LIABILITY

*	CG T0 07 04 09	DECLARATIONS PREMIUM SCHEDULE
	CG T0 08 07 86	KEY TO DECLARATIONS PREMIUM SCHEDULE
*	CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19
*	CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
*	CG D2 83 11 17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR OPERATION
*	CG D3 09 02 19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD
	CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
	CG M3 01 02 05	PRODUCTS/COMPLETED OPERATIONS HAZARDS REDEFINED - CHANGES
*	CG D8 42 02 19	XTEND ENDORSEMENT FOR SMALL BUSINESSES

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-3N468311-20-42

EFFECTIVE DATE: 03/01/2020

ISSUE DATE: 01/16/2020

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
* CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG D2 26 06 15	EXCLUSION - TOBACCO OR NICOTINE
* CG T4 81 11 88	EXCLUSION - ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 04 09 07	CALIFORNIA CHANGES
IL 02 70 09 12	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

* PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
* PN MP 57 04 17	IMP NOT PROT SAFEGUARDS SPRK AND REST
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

TRAVELERS PROPERTY



TRAVELERS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE FROM DEPENDENT PROPERTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

SCHEDULE

LIMIT OF INSURANCE WITHIN THE COVERAGE TERRITORY: \$

WORLDWIDE LIMIT OF INSURANCE OUTSIDE THE COVERAGE TERRITORY: \$ 25,000

The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. The following is added to Paragraph A. 7.

**Business Income and Extra Expense From
Dependent Property**

(1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage at the premises of a "dependent property", caused by or resulting from a Covered Cause of Loss.

(2) With respect to this Coverage Extension, the "period of restoration" definition under Paragraph **G. PROPERTY DEFINITIONS** is replaced by the following:

"Period of Restoration" means the period of time that:

(a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and

(b) Ends on the earlier of:

(i) The date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(ii) The date when "dependent property" is resumed at a new permanent location; and

(c) Does not include any increased period required due to the enforcement of any ordinance or law that:

(i) Regulates the construction, use or repair, or requires the tearing down of any property; or

(ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

(3) The premises of the "dependent property" are not limited to premises that are located within the Coverage Territory, when there is a worldwide Limit of Insurance indicated in the SCHEDULE above. But this Coverage Extension does not apply with respect to any "dependent property" premises that are located within any country on which the United States government has imposed sanctions, embargoes or any similar prohibition.

(4) When the Causes of Loss – Broad Form Flood endorsement, Causes of Loss – Earthquake endorsement or Causes of Loss – Earthquake Sprinkler Leakage endorsement is attached to this Coverage Form, such causes of loss shall not be considered Covered Causes of Loss under this Coverage Extension.

(5) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations" in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

- (6) The most we will pay under this Coverage Extension for "dependent properties" located outside the Coverage Territory is the worldwide Limit of Insurance indicated in the SCHEDULE above in any one occurrence, regardless of the number of described premises or number of "dependent properties" involved.
 - (7) The most we will pay under this Coverage Extension for "dependent properties" within the Coverage Territory is the Limit of Insurance indicated in the SCHEDULE above in any one occurrence, regardless of the number of described premises or number of "dependent properties" involved.
 - (8) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.
- 2. The following definition is added to Paragraph **G. PROPERTY DEFINITIONS**:
"Dependent Property" means property operated by others whom you depend on to:
 - a. Deliver materials or services (other than "water supply services", "communication supply services" or "power supply services") to you, or to others for your account (Contributing Locations);
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
001	001	P-1			

1. The following is added to the:

BUSINESSOWNERS PROPERTY COVERAGE
SPECIAL FORM
BUSINESSOWNERS PROPERTY COVERAGE
STANDARD FORM

PROTECTIVE SAFEGUARDS

- a.** As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

b. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
- (a) Sprinklers and discharge nozzles;

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations

- (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.

"P-9"

2. The following is added to the EXCLUSION section of:

BUSINESSOWNERS PROPERTY COVERAGE
SPECIAL FORM

BUSINESSOWNERS PROPERTY COVERAGE
STANDARD FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT OF MONEY AND SECURITIES LIMITATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. Schedule

Theft of Money and Securities Limit: \$ 25,000

B. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. The following is added to Paragraph A.5. :

- a.** If "money" and "securities" is otherwise covered at any described premises, the most we will pay for loss or damage by

"theft" of any "money" and "securities" in any one occurrence is the limit shown in the schedule above. This limitation does not apply to any otherwise covered loss or damage under the Employee Dishonesty or Forgery or Alteration Additional Coverages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

SCHEDULE

Premises Location Number	Building Number	Description of Property	Limit of Insurance	Deductible	Refrigeration Maintenance Agreement	Causes of Loss: Breakdown or Contamination	Power Outage	Selling Price
001	001	FROZEN FOODS IN FREEZER	\$ 5,000	\$ 250	X	X	X	

A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. The following is added to Paragraph A.7.:

Spoilage Coverage

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises and such described premises is shown in the schedule above, you may extend that insurance to apply to direct physical loss of or damage to Perishable Stock caused by or resulting from a covered cause of loss described in Paragraph (3) below and not excluded in Paragraph (4) below.
- (2) This Coverage Extension does not apply to Perishable Stock while located:
 - (a) On buildings;
 - (b) In the open; or
 - (c) In vehicles.
- (3) With respect to this Coverage Extension, covered cause of loss means the follow-

ing only if indicated by an "X" in the schedule above:

(a) **Breakdown or Contamination**, meaning:

- (i) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or
- (ii) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the schedule; or

(b) **Power Outage**, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

(4) The following exclusions apply to this Coverage Extension:

(a) We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

(i) Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

(ii) Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the schedule above; or

(iii) Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

(b) Paragraph **B.1.b.** Earth Movement;

(c) Paragraph **B.1.c.** Governmental Action;

(d) Paragraph **B.1.d.** Nuclear Hazard;

(e) Paragraph **B.1.f.** War and Military Action;

(f) Paragraph **B.1.g.** Water; and

(g) Paragraph **B.1.h.** Neglect.

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Coverage Extension.

(5) Under this Coverage Extension, the following coverages also apply:

(a) **Claim Mitigation Expense**

We will pay the reasonable expenses you incur to prevent or reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

(b) **Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the Limit of Insurance shown in the schedule above.

(6) With respect to this Coverage Extension, if Selling price is indicated by an "X" in the schedule above, the following is added to Paragraph **E.4.**:

We will determine the value of finished Perishable Stock in the event of loss or damage at:

(a) The selling price, as if no loss or damage had occurred;

(b) Less discounts and expenses you otherwise would have had.

(7) With respect to this Coverage Extension, Perishable Stock means personal property:

(a) Maintained under controlled conditions for its preservation; and

(b) Susceptible to loss or damage if the controlled temperature or humidity conditions change.

(8) Subject to Paragraph (9) below, the most we will pay for loss or damage under this Coverage Extension in any one occurrence is the Limit of Insurance shown in the schedule above.

(9) Regardless of the amount of the Businessowners Property Coverage Deductible, we will not pay for loss or damage under this Coverage Extension in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the schedule above. We will then pay the amount of loss or damage in excess of this Deductible, up to the applicable Limit of Insurance.

(10) Paragraph **C.2.** does not apply to this Coverage Extension.

(11) **Refrigeration Maintenance Agreement**

(a) If:

(i) Breakdown or Contamination is designated by an "X" as a covered cause of loss in the schedule above; and

(ii) Refrigeration Maintenance Agreement is shown as applica-

ble by an "X" in the schedule above;

then the following condition applies:

You must maintain a Refrigeration Maintenance Agreement as described in Paragraph **(b)** below. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement under the Breakdown or Contamination covered cause of loss will be auto-

matically suspended at the described premises involved.

- (b)** Refrigeration Maintenance Agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of equipment, including emergency response at the insured location.

GENERAL LIABILITY



GENERAL LIABILITY

DECLARATIONS PREMIUM SCHEDULE
Issue Date: 01/16/2020

Policy Number: 680-3N468311-20-42

This Schedule applies to the Declarations for the period of 03/01/2020 to 03/01/2021.

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

STATE ZIP	CLASS DESCRIPTION/CODE NUMBER	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
CA 93280	GROCERY STORES & SUPERMARKETS	s 9,073,641	1.709	15,511

Rate Computation: The rate change shown may change any time there is a change in exposure or risk characteristic during the policy period or at audit

Premium Base Legend:

Premium Base

a = area
c = cost
e = employees
m = admissions
p = payroll
r = receipts

How Rates Apply

per 1000 sq. feet
per \$1000 of total cost
per employee
per 1000 of admissions
per \$1000 of payroll
per \$1000 of receipts

Premium Base

s = gross sales
u = units
t =

How Rates Apply

per \$1000 of gross sales
per unit
This premium base is reserved
for unusual applications. Base
and how rates apply are shown
above.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

These payments will not reduce the limits of insurance.

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – DESIGNATED PREMISES OR OPERATION

Premises:

915 POSO DR
WASCO, CA 93280

Operation:

FIESTA SUPERMARKET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

1. The following replaces Paragraph 1.b. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- b.** This insurance applies to "bodily injury" and "property damage" only if it is caused by an "occurrence" that takes place in the "coverage territory" and only if:

- (1)** The "bodily injury" or "property damage":
- (a)** Occurs on any premises shown in the Schedule – Designated Premises Or Operation or on or in the grounds or structures appurtenant to such premises; or
 - (b)** Arises out of any operation shown in the Schedule – Designated Premises Or Operation;
- (2)** The "bodily injury" or "property damage" occurs during the policy period; and
- (3)** Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee"

authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. The following replaces Paragraph 1.b. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

- b.** This insurance applies to "personal and advertising injury" only if it is caused by an offense committed in the "coverage territory" and only if:

- (1)** The offense arises out of your business:
- (a)** Performed on any premises shown in the Schedule – Designated Premises Or Operation; or

(b) In connection with any operation shown in the Schedule – Designated Premises Or Operation; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **b.(1)(a)** above, if the "personal injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or less or of that room, dwelling or premises;

then such offense must arise out of your business performed on the premises shown in the Schedule – Designated Premises Or Operation and the offense must have been committed on such premises or on or in the grounds or structures appurtenant to such premises.

3. The following replaces Paragraph **1.a.** of **SECTION I – COVERAGES – COVERAGE C MEDICAL PAYMENTS:**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on any premises shown in the Schedule – Designated Premises Or Operation or on or in the grounds or structures appurtenant to such premises; or

(2) Arises out of any operation shown in the Schedule – Designated Premises Or Operation;

provided that:

(1) The accident takes place during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PRODUCTS- COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Paragraph **b.(3)** of the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

(3) Products or operations for which the classification, listed in the Declarations, in a policy Schedule or in our manual of rules, states that the products-completed operations are subject to the General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> | <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Incidental Medical Malpractice</p> <p>E. Blanket Waiver Of Subrogation</p> |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Discrimination

"Bodily injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Discrimination

"Personal injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

DESCRIPTION

The sale, manufacture, handling, distribution, marketing or advertising of, use of, or exposure to:

(1) Any e-cigarette or any similar electronic smoking or vaping device;

(2) Any other device that is designed for or used for the absorption, consumption, ingestion or inhalation of any natural or synthetic substance; and

(3) Containers, materials, parts, equipment or accessories furnished in connection with such device.

This insurance does not apply to "bodily injury," "property damage," personal injury" or "advertising injury" arising out of:

1. Any exposure shown in the above schedule; or
2. Any supervision, instructions, recommendations or advice given or which should have been given in connection therewith.

POLICYHOLDER NOTICES



POLICYHOLDER NOTICES

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

IMPORTANT NOTICE

PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS (MP T3 07 03 97)

PLEASE READ THIS NOTICE CAREFULLY.

YOUR POLICY INCLUDES A PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS (MP T3 07 03 97).

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR LOCAL COMPANY REPRESENTATIVE IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND ANY NOTICE YOU RECEIVE FROM US, THE PROVISIONS OF YOUR POLICY PREVAIL.

The Protective Safeguards Endorsement included as part of your policy indicates that the building you own or occupy has an Automatic Sprinkler System or a protective system covering a cooking surface, or both. It is important to understand that, as a building owner or a tenant, you have certain duties as described within the Protective Safeguards Endorsement with respect to any protective device identified in the Protective Safeguards Endorsement schedule. Our obligation to pay for loss or damage caused by or resulting from fire is subject to the terms and conditions of the Protective Safeguards Endorsement.

Please review the terms and conditions of the Protective Safeguards Endorsement carefully.



IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS

Dear Policyholder:

Enclosed is your Travelers Master Pac Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

The City of Wasco
746 8th Street

Job Description

Insured will be an authorized payment location due to the City of Wasco closing it's payment

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/28/2020
Insured Tradiciones Markets, Inc. dba
Fiesta Supermarket

Policy No.: ON08916 - 02
Insurance Company Preferred Professional Insurance Company

Endorsement No.:

Countersigned By



This is an Authorized Payment Location for



City of Wasco
764 E Street
Wasco, CA 93280

Account Statement

Account Number: 0123456789
Customer ID (CID): 01234
Bill Number: 012345
Service Address: 746 8TH STREET
Service Period: 04/15/2020 to 05/15/2020
Billing Date: 06/01/2020
Due Date: 06/20/2020

CURRENT CHARGES

Service	Current	Previous	Usage	Amount
Water	230229	228262	1967	28.60
Sewer	0	0	0	23.76
Refuse	0	0	0	28.12

USAGE HISTORY

Bar chart showing usage history from May to May. The chart shows a significant spike in usage in May, reaching approximately 400 units.

ACCOUNT ACTIVITY

Current Charges: 80.50
Balance Forward: 80.50
Total Due: 161.00

SPECIAL MESSAGE

Due to COVID-19, all City offices are closed and operations have been modified until further notice. City Council meetings are conducted via Zoom Meeting which allows remote public participation. Please visit our website at cityofwasco.org for additional information.

Payment Coupon

AMOUNT DUE: 161.00
TOTAL AMOUNT DUE: 161.00
AMOUNT ENCLOSED: [Blank]
REMIT PAYMENT TO: [Blank]
Check No. [Blank]

City of Wasco
746 8TH STREET
WASCO CA 93280-1529

City of Wasco
746 8TH STREET
WASCO CA 93280-1529

Pay Your City Utility Bill Here

- Delinquent statements are NOT accepted at this location.

Esta es una Ubicación de Pago Autorizada por



City of Wasco
764 E Street
Wasco, CA 93280

Account Statement

Account Number: 0123456789
Customer ID (CID): 01234
Bill Number: 012345
Service Address: 746 8TH STREET
Service Period: 04/15/2020 to 05/15/2020
Billing Date: 06/01/2020
Due Date: 06/20/2020

CURRENT CHARGES

Service	Current	Previous	Usage	Amount
Water	230229	228262	1967	28.60
Sewer	0	0	0	23.78
Refuse	0	0	0	28.12

USAGE HISTORY

Bar chart showing usage history from May to May. The chart shows a significant spike in usage in May, reaching approximately 400 units.

ACCOUNT ACTIVITY

Current Charges: 80.50
Balance Forward: 80.50
Total Due: 161.00

SPECIAL MESSAGE

Due to COVID-19, all City offices are closed and operations have been modified until further notice. City Council meetings are conducted via Zoom Meeting which allows remote public participation. Please visit our website at cityofwasco.org for additional information.

Payment Coupon

AMOUNT DUE: TOTAL AMOUNT DUE: \$161.00

AMOUNT ENCLOSED: REMIT PAYMENT TO:

Check No. _____

City of Wasco
746 8th Street
Wasco CA 93280-1529

City of Wasco
746 8th Street
Wasco, CA 93280

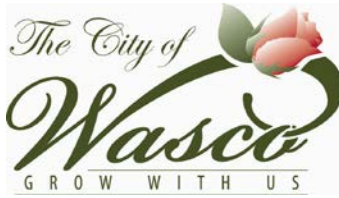
Payment Coupon

Account Name: CITY OF WASCO
Account Number: 0123456789
Customer ID (CID): 01234
Bill Number: 012345
Service Address: 746 8TH STREET
Service Period: 04/15/2020 to 05/15/2020
Billing Date: 06/01/2020
Due Date: 06/20/2020

CITY OF WASCO
746 8th STREET
WASCO CA 93280-1529

Pague su Factura de Servicios Públicos Aquí

- NO se aceptan facturas delincuentes en esta ubicación.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Keri Cobb, Community Development Director

DATE: November 3, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to enter into an Agreement with SMS Landscape Architecture for On-Call Landscape Architecture Consulting Services.

Recommendation:

Staff recommends adopting a Resolution authorizing the City Manager to enter into an agreement with SMS Landscape Architecture to provide On-Call Landscape Architecture Services for the City.

Discussion:

On the October 20, 2020, City Council meeting, the Council heard a presentation regarding Staff's proposal for the Downtown Streetscape redesign. At that meeting, Council agreed to proceed with securing a landscape architect to prepare the concept design. The attached agreement is an on-call Consultant Services Agreement with SMS Landscape Architecture, which authorizes the Community Development Director to execute task orders for projects requiring landscape architecture services. The first task order under this agreement will be for the downtown streetscape conceptual design.

SMS Landscape Architecture's principal, Stephanie Sanders, has experience in landscape, streetscape, and irrigation design and is especially versed in park design. Her park planning expertise means that she designs landscapes and streetscapes with an eye towards function and long-term maintenance and aesthetics.

Fiscal Impact:

The City will absorb the cost of any landscape architecture work associated with City initiated projects. All task orders associated with a development application will be billed to the project applicant.

Attachment:

1. Resolution
2. Agreement

RESOLUTION NO. 2020 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND ENTER INTO AN ON-CALL CONSULTANT SERVICES
AGREEMENT WITH SMS LANDSCAPE ARCHITECTURE**

WHEREAS, the City wishes to enter into an on-call consultant services agreement for certain planning services; and

WHEREAS, the services to be purchased are described in the agreement attached as Exhibit "A"; and

WHEREAS, said purchase would be made in the form and manner prescribed by the City of Wasco Municipal Code, California Public Contract Code and the agreement attached as Exhibit A; and,

WHEREAS, the Professional Services Agreement 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: Authorizes the City Manager to execute an agreement with SMS Landscape Architecture, as shown in Exhibit "A."

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

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 3, 2020, by the following vote:

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: _____

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

ON CALL CONSULTANT SERVICES AGREEMENT NO. 2020-_____

THIS AGREEMENT made this 3rd day of November 2020, by and between the CITY OF WASCO, a municipal corporation (the "City"), and STEPHANIE M. SANDERS, dba SMS LANDSCAPE ARCHITECTURE (the "Consultant").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Consultant to provide landscape and irrigation design and landscape plan review (the "Consulting Services") more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof that may be required by the City from time to time under the terms and conditions described hereinafter and Consultant 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. During the term of this Agreement, Consultant shall serve at the pleasure of the City Manager's designee who shall be the Community Development Director until further written notice to Consultant. Consultant shall perform those Consulting Services requested by the City by written or email direction to Consultant and within the time frames and any other terms and conditions of the same described therein.

(a). Whenever Consulting Services are requested, Consultant shall submit a scope of work and cost proposal for the same, and City and Consultant shall negotiate, where necessary, over the terms of the same. Consultant shall place the terms agreed upon in a task order in substantially the form described in Exhibit "B" attached hereto and by this reference made a part hereof, sign it and submit it to the City for the Community Development Director's signature and same shall become an amendment to this Agreement.

(b) To the extent drawings and plans for a project will require City Council approval, the drawings and plans shall first be approved by the City Manager or his designee before being submitted to the City Council for its consideration. Once approved by the City Council, additional compensation based on Time and Materials as hereinafter described shall be payable to Consultant in the event City requests revisions to the drawings, plans, and other documents that, in City's reasonable discretion, will require additional work on the part of Consultant and in an amount reasonably determined by City.

(c) Consultant shall have access to the site of each project as reasonably determined by City. Consultant may rely on the accuracy and completeness of all information, records, or other documents provided by City except as otherwise advised by City in writing.

3. Consultant shall receive payment for all Consulting Services performed by Consultant hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Consultant to such Consulting Services charged at the rate set forth in the Consultant's Rate Schedule attached hereto as Exhibit "C" and by this reference made a part hereof and including all reasonable costs incurred by Consultant. Unless modified by a task order, City shall pay all fees required by other agencies whose approval is necessary for the project described in the task order.

4. Consultant shall bill City no more often than monthly by an invoice for the Consulting Services provided. City Manager shall have the right to a reasonable review of each invoice, and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, the same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Notwithstanding any other provision to this Agreement, City may contract with any other Consultants to perform any Consulting Services otherwise described herein and shall have no obligation or responsibility to utilize Consultant for any such Consulting Services. Consultant shall not provide services for projects within City to any entity or individual other than City without the prior written consent of the City.

6. Information, data, plans and specifications, Consultant's estimates, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for the use of any such files or documents for purposes other than their original intended purpose.

7. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or

in any way related to any negligent or intentional act, error, or omission by or on behalf of Consultant in the performance of Consulting Services under this contract.

8. The term of this Agreement shall be for 12 months from the date of this Agreement. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment for the work completed by Consultant prior to the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax – (661) 758-7239, Email – daortiz@cityofwasco.org, or if to Consultant – Stephanie M. Sanders, 11811 Dakota Hills Ave, Bakersfield, California 93312, Email – steph@smslandscapearchitecture.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

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

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

12. This Agreement and the projects arising hereunder constitute the entire Agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to the same may be executed in counterparts.

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

15. 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.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not, under any conditions, assign this Agreement or any

part thereof to any other entity or individual.

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

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

19. Without limiting Consultant's obligations under Paragraph 7 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and

(c) Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Consultant is an independent contractor under this Agreement and is not an agent or employee of City.

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

DANIEL ORTIZ HERNANDEZ, City Manager, City
of Wasco, California, "**City**"

STEPHANIE M. SANDERS dba SMS
Landscape Architecture

EXHIBIT "A"
Scope of Services

Landscape Architectural Services

Services Provided

- Landscape Design
- Irrigation Design
- Landscape Plan Reviews
- Community meetings
- Staff meetings
- Conceptual plans
- Conceptual plan design development
- Plan view rendering
- Landscape perspectives
- Landscape construction documents, including site layout, planting, irrigation, specifications, and details
- Landscape construction specification and bid packages (cost estimates provided by Consultant shall not be construed to provide a guarantee or warranty of actual construction costs when bids are awarded)
- Landscape plan review
- Soils Report and Soils Surveys.
- Stormwater Pollution Prevention Plan (SWPPP), submittal to the State Water Resources Control Board, site inspections and/or Best Management Practices (BMP) placement, setting or maintenance
- Three-dimensional renderings, modeling, and/or computer animation.
- Electrical Engineering -- Landscape Architect shall coordinate with Client's or SMS Landscape Architecture's preferred Electrician and/or Electrical Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- Structural Engineering -- Landscape Architect, shall coordinate with Client's or SMS Landscape Architecture's preferred Structural Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- Mechanical Engineering -- Landscape Architect, shall coordinate with Client's or SMS Landscape Architecture's preferred Mechanical Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- As-Built Drawings.
- Permits, bonds, or plan check fees required by Governing Agencies.
- HOA, Maintenance, or any other guidelines as described in SMS Landscape Architecture's landscape documents.
- Surveys, geologic reports, and photography of any nature -- Landscape Architect shall coordinate with Client's or SMS Landscape Architecture's preferred Geologist, Biologist, and/ or

Surveyor. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.

- Any signage not designed by the Landscape Architect shall be the responsibility of others to provide construction documents and approval. SMS Landscape Architecture shall provide coordination as needed.
- Hydraulic calculations and construction documents outside of standard irrigation hydraulics – Landscape Architect shall coordinate with hydraulic consultants for elements such as pools, spas, and fountains. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.

EXHIBIT "B"
[Form of Task Order]

Work Authorization and Task Order No. _____
Project Name _____
Job No. _____

1. Project Title:
2. Project Description:
3. Scope of Work / Tasks:
4. Period of Performance:
5. Budget – Hourly or fixed (include not to exceed amount):
6. **Special Terms and Conditions:** All the terms and conditions of the agreement between the City of Wasco and SMS Landscape Architecture dated November 3, 2020, are incorporated by reference as if fully set forth herein.

SMS Landscape Architecture

City of Wasco

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT "C"
[Standard Fee Schedule]

Compensation

Compensation for the Services to be performed under this Agreement shall be in accordance with the professional fee schedule below.

Professional Fee Schedule

SMS Landscape Architecture provides its clients with consulting services in landscape architecture, land planning commercial, industrial, public, and urban design, as well as stormwater pollution prevention planning and inspection. Compensation for these services is based upon the following schedule of fees and charges.

Hourly Fees for Professional and Support Staff:	Rate/Hour
---	-----------

Landscape Architect	\$140.00
---------------------	----------

Qualified SWPPP Developer	\$115.00
---------------------------	----------

Qualified SWPPP Practitioner	\$95.00
------------------------------	---------

Clerical:	\$30.00
-----------	---------

In-house plotting costs:

Plotting Costs per sheet	12x18	24x36 (D)	30x42 (E)	Oversiz
Bond (\$1.00 ft.)	\$ 1.50	\$ 6.00	\$ 9.00	Varies
Vellum/Mylar (\$2.50sq. ft.)	\$ 3.75	\$ 15.00	\$ 22.50	Varies
Color (\$5.00 sq. ft.)	\$ 7.50	\$ 30.00	\$ 45.00	Varies

Project Related Expenses

Outside consultant services, when requested or required by Client or project site-specific details (such as Project Biologist, Soil Reports, Structural Engineer, etc.) shall be invoiced at cost plus an additional fifteen percent (15%).

Outside expenses – plots, blueprint, vellum, mylar, overnight shipping, messenger service, etc. shall be invoiced at cost plus fifteen percent (15%).

Mileage portal to portal shall be billed at \$.54 per mile.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Keri Cobb, Community Development Director

DATE: November 3, 2020

SUBJECT: Adopt a Resolution Approving an Application(s) for and Receipt of, Proposition 68 Per Capita Grant Funds.

Recommendation:

Staff recommends the City Council adopt a Resolution Approving Application(s) for and receipt of, Proposition 68 Per Capita Grant Funds.

Discussion:

The City of Wasco is eligible to receive \$179,330 from the non-competitive Per Capita Grant program through Prop 68 and the California Department of Parks and Recreation. The first step in obtaining these funds is to pass the attached resolution provided by the California Department of Parks and Recreation accepting them. The steps to participate in this program are as follows:

Steps to participate:

1. Pass a resolution accepting (or transferring) the allocation
2. Inform Cal Parks of our identified project
3. Prepare & submit the application by December 2021
4. Execute the contract with Cal Parks by June 2022
5. Complete the project by December 2023
6. Submit the completion package to Cal Parks by March 2024
7. Liquidate the project by June 30, 2024

Funds may be used for acquisition or development projects and must supplement rather than supplant existing park funding efforts. Once Council has adopted this resolution, we have until December 2021 to identify a project and prepare and submit an application to Cal Parks.

Fiscal Impact:

No impact at this time. There is no match required for projects located in severely disadvantaged neighborhoods. Projects in most Wasco Parks would not require a match.

Attachments:

- A. Resolution

RESOLUTION NO. 2020 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING
APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the City of Wasco hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Wasco general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Wasco will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that, to the extent practicable, the project(s) will provide workforce education and training, contractor, and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects but which is not available on an ongoing basis shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, State, and local laws, ordinances, rules, regulations, and guidelines.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 3, 2020, by the following vote:

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: November 03, 2020

SUBJECT: Receive and File the Investment Report for the month ended September 30, 2020

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended September 30, 2020

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended September 30, 2020. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The City's cash and investments' market value on September 30, 2020, is \$42,255,072 compared to \$42,558,334 on August 31, 2020. This is a \$303,261 decrease from the previous month (\$292,097 decrease on the cost basis).

As of September 30, 2020, the City has \$17.5 million (41.40%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.84 % during the quarter (ended September 30, 2020). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (14.60 %) of the City's Cash and Investment Portfolio. The City also had \$5.2 million (12.44 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.10 % is the average earned by a 3-month Treasury Bill during the month ended June 30, 2020, and the longer-term benchmark of 0.15 % is the average earnings of 2-year and 3-year treasury notes during that time frame.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

Fiscal Impact:

There is no fiscal impact to this action

Attachments:

1. Investment Report for the month ended September 30, 2020.



Investment Report
Wednesday, September 30, 2020

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF)	0.84%	0.10%	17,407,359	17,492,878	7	41.40 %	0.01
<u>Other Cash Pools:</u>							
CSJVRMA Investment Pool	1.93%	0.10%	1,243,998	1,289,400	7	3.05 %	0.00
Cal Trust Short Term Money Market Fund	0.69%	0.10%	1,585,429	1,598,596	1	3.78 %	0.11
Cal Trust Medium Term Money Market Fund	1.09%	0.15%	3,209,212	3,282,520	3	7.77 %	0.00
<u>Investments held in trust by UnionBanc Investment Services, Inc (see Details on next page)</u>							
Certificates of Deposit	1.62%	0.15%	3,000,000	3,117,980	6,880	7.38 %	0.11
Money Market Funds	0.01%	0.10%	2,137,316	2,137,316	1	5.06 %	0.00
Total Investments			28,583,315	28,918,690			0.11
Demand Deposits and Cash on Hand			13,336,383	13,336,383	1	31.56 %	0.00
Total Cash and Investments			41,919,698	42,255,072			0.03
Total Cash and Investments previous month (August 31, 2020)			42,211,794	42,558,334			

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

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources
(2) Weighted Average Maturity
(3) Metrics from public sources

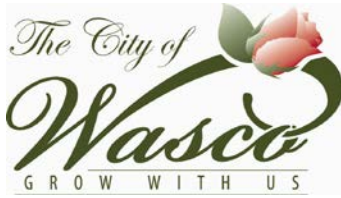
- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate

(*) May include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
September 30, 2020

Investment	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
<i>CERTIFICATES OF DEPOSIT</i>								
PRIVATEBANK &TC CHICAGO ILL	74267GVM6	1.500 %	8/30/2021	250,000	253,178	334	0.60 %	0.01
WELLS FARGO BANK NATL ASSN	949763AM8	1.600 %	8/31/2021	250,000	253,485	335	0.60 %	0.01
ALLY BANK MIDVALE UTAH	02007GEY5	3.000 %	9/13/2021	250,000	256,960	348	0.60 %	0.01
SALLIE MAE BK SLT LAKE CITY UT	795450W35	3.000 %	9/13/2021	250,000	256,960	348	0.60 %	0.01
CROSSFIRST BK LEAWOOD KS	2276ABQ7	1.850 %	9/22/2021	250,000	254,313	357	0.60 %	0.01
STEARNS BK NA ST CLOUD MN	857894UM9	1.950 %	9/29/2021	250,000	254,645	364	0.60 %	0.01
FIRST PREMIER BK SIOUX FALLS	33610RRG0	1.950 %	10/5/2021	250,000	254,720	370	0.60 %	0.01
INSBANK NASHVILLE TENN	45776NCU8	3.050 %	9/21/2022	250,000	264,330	721	0.60 %	0.01
AMERICAN EXPRESS CENTRN	02587D2Q0	2.500 %	10/5/2022	250,000	261,380	735	0.60 %	0.01
AMERICAN EXP FED SVGS BK	02587CHK9	2.500 %	12/12/2022	250,000	262,040	803	0.60 %	0.01
COMENTITY CAP BK UTAH	20033AF43	3.300 %	9/14/2023	250,000	272,908	1,079	0.60 %	0.02
CITIBANK NATIONAL ASSOCIATION	17312QT33	3.300 %	9/21/2023	250,000	273,063	1,086	0.60 %	0.02
TOTAL CERTIFICATES OF DEPOSIT				3,000,000	3,117,980	6,880	7.38 %	0.11
<i>MONEY MARKET FUNDS</i>								
FIDELITY TREASURY MMKT CAPITAL RESERVES	FSRXX	0.010 %	10/1/2020	2,137,316	2,137,316	1	5.06 %	0.00
Total Held by Unionbanc Investment Services				5,137,316	5,255,296	6,881	12.44 %	0.11

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



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz Hernandez, City Manager
Keri Cobb, Community Development Director

DATE: November 3, 2020

SUBJECT: Adopt a Resolution Approving the City of Wasco Safe Routes to School Plan Update.

Recommendation:

Staff recommends that the City Council adopt a Resolution approving the City of Wasco Safe Routes to School Plan Update.

Discussion:

On September 17, 2013, the City Council adopted the City of Wasco Safe Routes to School Traffic Safety Study and Bicycle Master Plan. Since then, the City was awarded Active Transportation Funding to complete nearly all of the projects identified in this plan. The previous plan did not include either the Wasco High School campus analysis, as high school-related projects were not previously eligible for Active Transportation funds. That has since changed. Also, since that time, the Wasco Union Elementary School District has opened a new K-5 school and re-assigned two other schools as middle schools.

As a result, the updated plan attached here includes new school site assessments for Wasco High School, Independence High School, and James Forrest Elementary School and updated assessments for Thomas Jefferson Middle School and Palm Avenue Middle school.

Each school site assessment includes an analysis of existing conditions and recommendations and cost estimates for safe routes to school improvements based on community input, school district input, staff input, and individual walk audits. The overall goals of the plan are to:

- Improve safety for parents and students traveling to and from school.
- Improve safety for residents living near schools.
- Provide comfortable facilities for all people, whether they walk, bicycle, scoot, or drive.
- Make the City competitive for additional grant funding to implement bicycle and pedestrian facilities.

The information in this plan will be used in future grant applications for active transportation funds.

Fiscal Impact:

No direct fiscal impact. The Study provides the City with a project list and cost estimates to use in future grant applications.

Attachments

1. Resolution
2. City of Wasco Safe Routes to School Plan Update - 2020

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE
CITY OF WASCO SAFE ROUTES TO SCHOOL PLAN UPDATE AS
REFLECTED IN EXHIBIT A**

WHEREAS, the City of Wasco City Council did on September 17, 2013, adopt the City of Wasco Safe Routes to School Traffic Safety Study and City of Wasco Bicycle Master Plan, and;

WHEREAS, the City of Wasco City Council did on April 15, 2014, amend the Safe Routes to School Traffic Safety Study and Bicycle Master Plan to reflect updated Active Transportation Guidelines, and;

WHEREAS, the City of Wasco wishes to update their Safe Routes to School Plan; and,

WHEREAS, the City hired Alta Planning and Design to conduct this study; and,

WHEREAS, the City of Wasco in conjunction with Alta Planning and Design conducted this study in accordance with the California Department of Transportation guidelines, and;

WHEREAS, the City Council has considered the City of Wasco Safe Routes to School Plan Update.

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

SECTION 1: The City Council of the City of Wasco approves the proposed City of Wasco Safe Routes to School Plan Update, as attached in Exhibit A.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 3, 2020, by the following vote:

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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



City of Wasco Safe Routes to School Plan Update

Final Draft
OCTOBER 2020

Acknowledgments

City Council

Tilo Cortez, Jr., Mayor

Danny Espitia, Mayor Pro Tem

Alex Garcia, Council Member

John P. Pallares, Council Member

Gilberto Reyna, Council Member

City Staff

Keri Cobb, Project Manager, Department of Community Development

Kameron Arnold, Department of Public Works

Biridiana Bishop, Department of Public Works

Charles Sobolewski, Department of Public Works

Alta Planning + Design

Hannah Day-Kapell, Principal-in-Charge

Kaitlin Scott, Project Manager

Talia Agazaryan

Rachel Grant

Marlene Salazar

Cameron Savoie

Ryan Taylor-Gratzer

Special Thanks

Wasco Union Elementary School District

Wasco Union High School District

California Department of Transportation, District 6

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1 Introduction & Background

Introduction

The Wasco Safe Routes to School Plan (SRTS Plan) is an effort to advance walking and biking as safe and healthy ways to get to and from school in our community. Building on the 2013 School Traffic Safety Study and regional efforts such as the Kern Regional Active Transportation Plan (2019), the City is committed to making improvements that will make active transportation a viable and enjoyable transportation option for our residents (see Appendix A for descriptions of previous plans that were referenced as part of this effort). The City has worked to improve active transportation in Wasco with projects such as new crosswalks, medians, and bikeways, such as improvements along Poplar Avenue near Independence High School and along Palm Avenue near Palm Avenue Middle School.

Led by the City of Wasco, the City and Project Team worked with two school districts and community members to develop a SRTS Plan for five focus schools: **James Forrest Elementary School, Palm Avenue Middle School, Thomas Jefferson Middle School, Wasco High School, and Independence High School**. The Project Team coordinated with Wasco Union Elementary School District and Wasco Union High School District. School district and school staff also helped to improve data collection and provide context-sensitive recommendations.

Overall, this SRTS Plan aims to advance the following goals:

1. Improve safety for parents and students traveling to and from school.
2. Improve safety for residents living near schools.
3. Provide comfortable facilities for all people, whether they walk, bicycle, scoot, or drive.
4. Make the City competitive for additional grant funding to implement bicycle and pedestrian facilities.

The 2013 School Traffic Safety Study identified 31 improvements to bicycle and pedestrian access to schools. The City received \$2,781,433 in Caltrans Active Transportation Funds to complete the recommendations laid out in that Plan.

Wasco School Traffic Safety Study (2013) implemented

Apply for grant funding to implement Plan recommendations



Wasco SRTS project timeline.

What is SRTS?

SRTS is an international movement to both increase the number of students using active modes of transportation to get to and from school and to improve pedestrian and bicycle travel around schools. The potential benefits of SRTS efforts include:

- Improved safety for pedestrians and bicyclists
- Reduced traffic congestion
- Improved air quality
- Improved health
- Improved academic achievement
- Gained sense of independence
- Increased activity in the local economy
- Enhanced sense of community
- More transportation options for everyone

The Plan incorporates the best practice strategies of SRTS, commonly referred to as the “6 Es”: Education, Encouragement, Enforcement, Engineering, Evaluation, and Equity¹. Each “E” is meant to remove barriers that prevent students from walking and bicycling to school.



EDUCATION



ENCOURAGEMENT



EQUITY



EVALUATION



ENGINEERING



ENGAGEMENT

¹In 2020, the Safe Routes National Partnership revised the “6 Es” and replaced Enforcement with Engagement.



Students crossing at the intersection of Highway 46 and Poplar Avenue.

How to Use this SRTS Plan

This SRTS Plan documents all of the data collection, community outreach, and recommendations that resulted from this planning effort. The SRTS Plan can be used by various types of stakeholders:

- **Parents/guardians** can use this SRTS Plan to understand the conditions near their student's school and to become familiar with the best routes for walking and biking to school.
- **School districts and school staff** can use this SRTS Plan to continue or develop programs that educate and encourage students and parents/guardians to seek alternatives to car trips to school. In many cases, these education and encouragement programs require dedicated volunteers to carry them out.
- **City staff** can use this SRTS Plan to identify issues and opportunities related to walking and bicycling, and potential infrastructure improvements to address them. Staff can also use this SRTS Plan to pursue funding opportunities (see chapter 4).
- **Other agencies** (such as Caltrans and Kern Council of Governments) can help the City and school districts implement recommended programs and infrastructure improvements.

Community Engagement

A variety of opportunities were used to seek input from parents/guardians and community members: a parent survey, a community survey, and a Virtual Community Workshop. Overall, the City engaged with stakeholders throughout the development of the Plan in order to understand walking and biking needs around schools. Residents weighed in on current barriers to biking and walking and what destinations and routes could be improved near schools. This information helped the City develop context-sensitive recommendations.

The Project Team originally intended to conduct in-person community engagement and school site assessments/observations to collect data and feedback. Due to the COVID-19 global pandemic and school closures, the Project Team solicited feedback via a variety of digital methods.

What concerns limit your child's ability to walk or bike to/from school?

50% Unsafe intersections

45% Bad weather

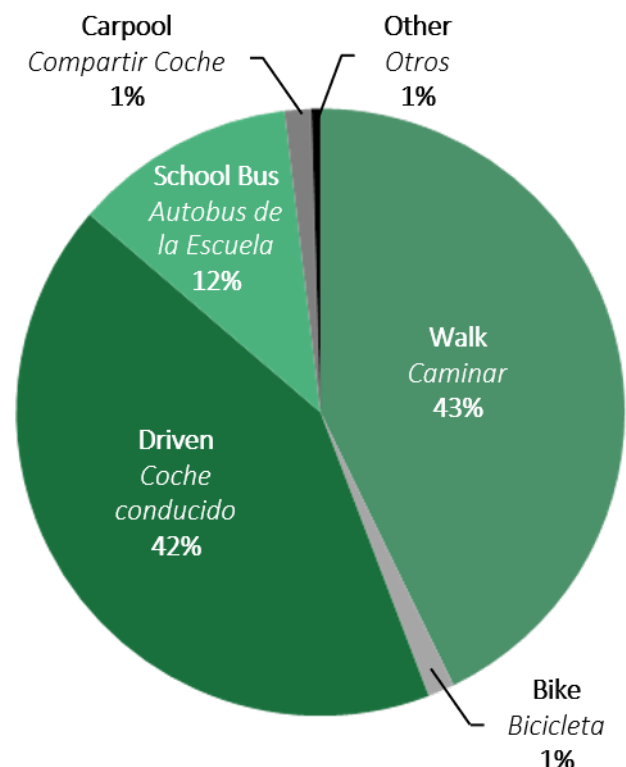
32% Speeding traffic along route

Source: Wasco SRTS Parent Survey, SurveyMonkey

Parent Surveys

To engage with parents from the five schools, the Project Team coordinated with school principals to send a survey to parents of students attending the five focus schools in August 2020. The survey was available in both English and Spanish and received 631 responses. The survey focused on challenges for students to get to/from school by biking or walking. Respondents indicated that over 40% of students walk to school and a similar percent are driven to school. An additional 12% take the bus, while only 1% reported their student rides a bike to school. When asked what concerns they have about their child's ability to walk or bike to and from school, parents' top three concerns were unsafe intersections, bad weather, and speeding vehicles along walking/biking routes.

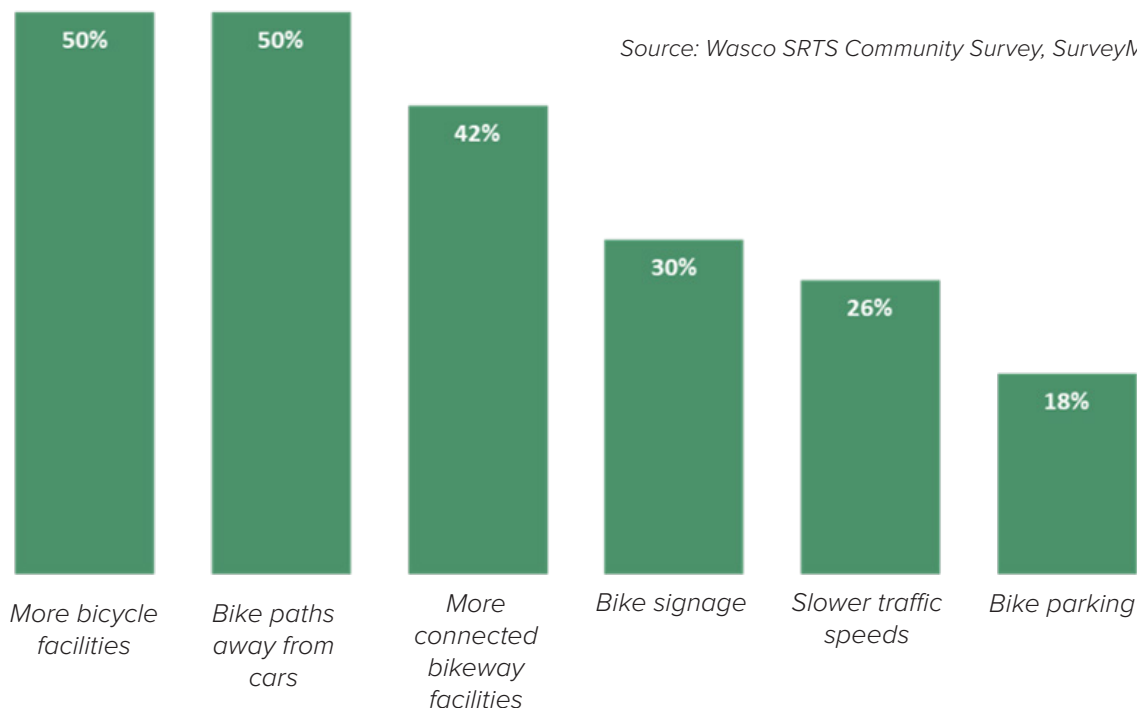
How does your child typically get to school?



Community Surveys

A community survey was conducted simultaneously to the parent survey. The City sent out the survey digitally to the broader community, with both English and Spanish versions available. The survey asked community residents about citywide challenges to biking and walking in Wasco, and a total of 138 surveys were completed. When Wasco residents were asked what improvements would make walking feel safer and more enjoyable, their top three choices were improved lighting, street trees and other shade options, and continuous sidewalks. Wasco residents were also asked what improvements would improve bicycling in the city and respondents' top three choices were more bike facilities on streets (e.g., bike lanes), off-street bike paths that are separate from cars, and bike facilities that are better connected to key destinations.

What top three (3) items would improve your experience riding a bike in Wasco?



Source: Wasco SRTS Community Survey, SurveyMonkey

Virtual Community Workshop

The City hosted a virtual community workshop via Zoom on September 29, 2020. Overall, 15 Wasco residents attended the event, including parents of students at Wasco schools, City staff, and Wasco High School staff. The first half of the workshop consisted of a presentation in both English and Spanish, which provided an overview of:

- The project background and purpose;
- A summary of parent and community survey results; and
- Existing conditions for biking and walking near each of the five focus schools, as determined by surveys, conversations with school and district staff, and walk audits.

During the presentation, the Project Team used two interactive Zoom polls to determine what participants' relationship to the project was and, if applicable, which Wasco school(s) their children attend. The second half of the workshop allowed attendees to ask questions and share their feedback.

2 School Site Assessments

Introduction

Due to COVID-19, traditional SRTS walk audits were not able to be completed with parents, students, or school staff in attendance. To collect information about existing conditions around each of the five focus schools, the Project Team spoke with school district and school staff, engaged with parents and Wasco residents, and conducted individual walk audits around the schools.

Each of the audits took place on August 30, 2020. Altogether, these efforts provide valuable information regarding access,

infrastructure, and school priorities, all of which are reflected in the corresponding infrastructure recommendation maps. The Project Team also considered recent collision data, connections to key community destinations, and traffic volume data when making recommendations.

Descriptions of the different types of facilities recommended can be found in Appendix B. Citywide bicycle network recommendations and cost assumptions for all recommended infrastructure can be found in Appendix C.



A speed feedback sign on Palm Avenue encourages people to drive at appropriate speeds in the school zone.

James Forrest Elementary School

Summary

Enrollment: 750 Students

District: Wasco Union Elementary School District

Grades: K-5

Regular Bell Schedule:

- K-3rd: 8:05 AM - 2:15 PM
- 4th - 5th Grade: 8:05 AM - 2:50 PM

Minimum Day Bell Schedule:

- K-3rd Grade: 8:05 Am - 12:15 PM
- 4th-5th Grade: 8:05 AM - 1:15 PM



Along Griffith Avenue, curb ramps and additional crossing opportunities are needed.

School Observations

School Layout

James Forrest Elementary School runs along Griffith Avenue and north of Route 46. Student drop-off and pick-up are located on Griffith Avenue. Griffith Avenue is a two lane road that has recently been paved due to ongoing new development.

Existing Conditions

Existing challenges and opportunities observed by the Project Team, and reported by school staff and the community included:

- Streets have recently been paved due to a lot of new development occurring in the neighborhood.
- Additional crossing options are needed along Griffith Avenue to prevent students crossing the street without a crosswalk during arrival and dismissal.
- Highway 46/Poplar Avenue and Route 46/Griffith Avenue are undergoing improvements from Caltrans.
- A crossing guard is typically stationed at Griffith Avenue/ Margalo Street and Poplar Avenue/Margalo Street (when the school is open).
- Poplar Avenue has an existing Class III bike route, but could use improved facilities like pavement markings.
- Existing Class II bicycle lanes on Griffith Avenue need maintenance so they are more visible to people driving.
- Semi-trucks turn off Highway 46 onto Poplar Avenue to access the ARCO on the northwest corner of the street. This could be an issue for students crossing the street.
- Curb ramps and crosswalks are needed at multiple intersections along Griffith Avenue between Highway 46 and Margalo Street.

Based on these observations, data collected, and feedback received from the community, the Project Team developed a set of recommended infrastructure projects that would improve safety and comfort for students walking and biking to/from James Forrest Elementary School. The following pages include a map and table detailing these recommendations. Citywide bicycle network recommendations and cost assumptions are detailed in Appendix C.



Class II bike lanes on Griffith Avenue provide a connection to James Forrest Elementary School.

Recommended Safe Routes to School Improvements



Speed Hump
 Advance Yield Marking
 Curb Extension
 Curb Ramp
 High-visibility Continental Crosswalk
 High-visibility Raised Crosswalk
 Stop Sign*
 Rectangular Rapid Flashing Beacons
 School Crossing Signage
 High-Intensity Activated Crosswalk (HAWK)
 Leading Pedestrian Interval
 New Sidewalk

Class II Bike Lane
 Class III Bike Route
 Class IV Separated Bikeway
 School Boundary

Data Sources: Kern County,
City of Wasco

0 210 370 790 Feet

*Pending warrant study

TABLE 2-1: JAMES FORREST ELEMENTARY SCHOOL RECOMMENDATIONS

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST	
Griffith Avenue	Margalo Street	Stop Sign	1	\$300	*
		High-visibility Continental Crosswalk (east leg)	1	\$2,500	
		Curb Ramp	2	\$12,000	
Griffith Avenue	Iris Street	Stop Sign	1	\$300	*
		Curb Ramp	2	\$12,000	
		High-visibility Continental Crosswalk (east leg)	1	\$2,500	
		High-visibility Raised Crosswalk (south leg)	1	\$7,500	
		School Crossing Sign	2	\$600	
Griffith Avenue	Rose Avenue	Stop Sign	1	\$300	*
		High-visibility Continental Crosswalk (east leg)	1	\$2,500	
		High-visibility Raised Crosswalk (south leg)	1	\$7,500	
		Rectangular Rapid Flashing Beacon	2	\$40,000	
		Curb Extensions	3	\$90,000	
		Advance Yield Markings	2	\$1,000	
		School Crossing Signage	1	\$300	
Griffith Avenue	Lily Street	Stop Sign	1	\$300	*
		High-visibility Continental Crosswalk (east leg)	2	\$5,000	
		High-visibility Raised Crosswalk (north leg)	1	\$7,500	
		Curb Ramp	2	\$12,000	
		School Crossing Signage	1	\$300	

* Pending Warrant Study

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST
Griffith Avenue	Highway 46	Leading Pedestrian Interval	3	\$3,600
Margalo Street	Poplar Avenue to Griffith Avenue	Speed Humps	3	\$15,000
Margalo Street	Palm Avenue	High-visibility Continental Crosswalk (east and south legs)	2	\$5,000
		Rectangular Rapid Flashing Beacon	2	\$40,000
		Advance Yield Markings	2	\$1,000
		School Crossing Signage	2	\$600
		Total		\$269,600

** Pending Warrant Study*

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Palm Avenue Middle School

Summary

Enrollment: 620 Students

District: Wasco Union Elementary School District

Grades: 6-8

Regular Bell Schedule:

- 6th Grade: 8:30 AM - 1:30 PM
- 7th/8th Grade: 8:30AM - 2:00 PM (Distance Learning)

Minimum Day Bell Schedule:

- 7th/8th Grade: 8:30 AM - 1:00 PM Fridays (Distance Learning)



Medians along Palm Avenue prevent U-turns in front of the Middle School.

School Observations

School Layout

Palm Avenue Middle runs along Palm Avenue and is near Wasco Recreation Ballpark. Student drop-off and pick-up are located on 9th Place and Palm Avenue. Palm Avenue is a two lane road with bike lanes on both sides of the road.

Existing Conditions

Existing challenges and opportunities observed by the Project Team, and reported by school staff and the community included:

- School loading zones are well-managed and parents seem to respect that Palm Avenue is a main thoroughfare for vehicle traffic.
- Drivers have been observed speeding on Palm Avenue, but usually not while students are outside.
- Existing medians along Palm Avenue prevent illegal U-turns, but parents are often seen parking their cars across the street from the school and crossing the street midblock with their student, rather than walking to an existing crossing.
- Enhanced crossings would be good at Poso Drive/Palm Avenue, Peters Street/9th Place, and Krista Street/Peters Street.
- The Circle K attracts a lot of students and improvements are needed at the intersection of Palm Avenue and Poso Drive.
- Existing crosswalks need to be re-striped, especially at the intersection of Palm Avenue and Poso Drive.
- Existing Class II bicycle lanes need to be restriped.

- The school encourages students to walk home on the east side of Palm Avenue because of the bus stops.
- Sidewalks only exist on one side of Peters Street.
- Shade and street trees would make walking along Peters Street, Palm Street, and 7th Place more comfortable.

Based on these observations, data collected, and feedback received from the community, the Project Team developed a set of recommended infrastructure projects that would improve safety and comfort for students walking and biking to/from Palm Avenue Middle School. The following pages include a map and table detailing these recommendations. Citywide bicycle network recommendations and cost assumptions are detailed in Appendix C.

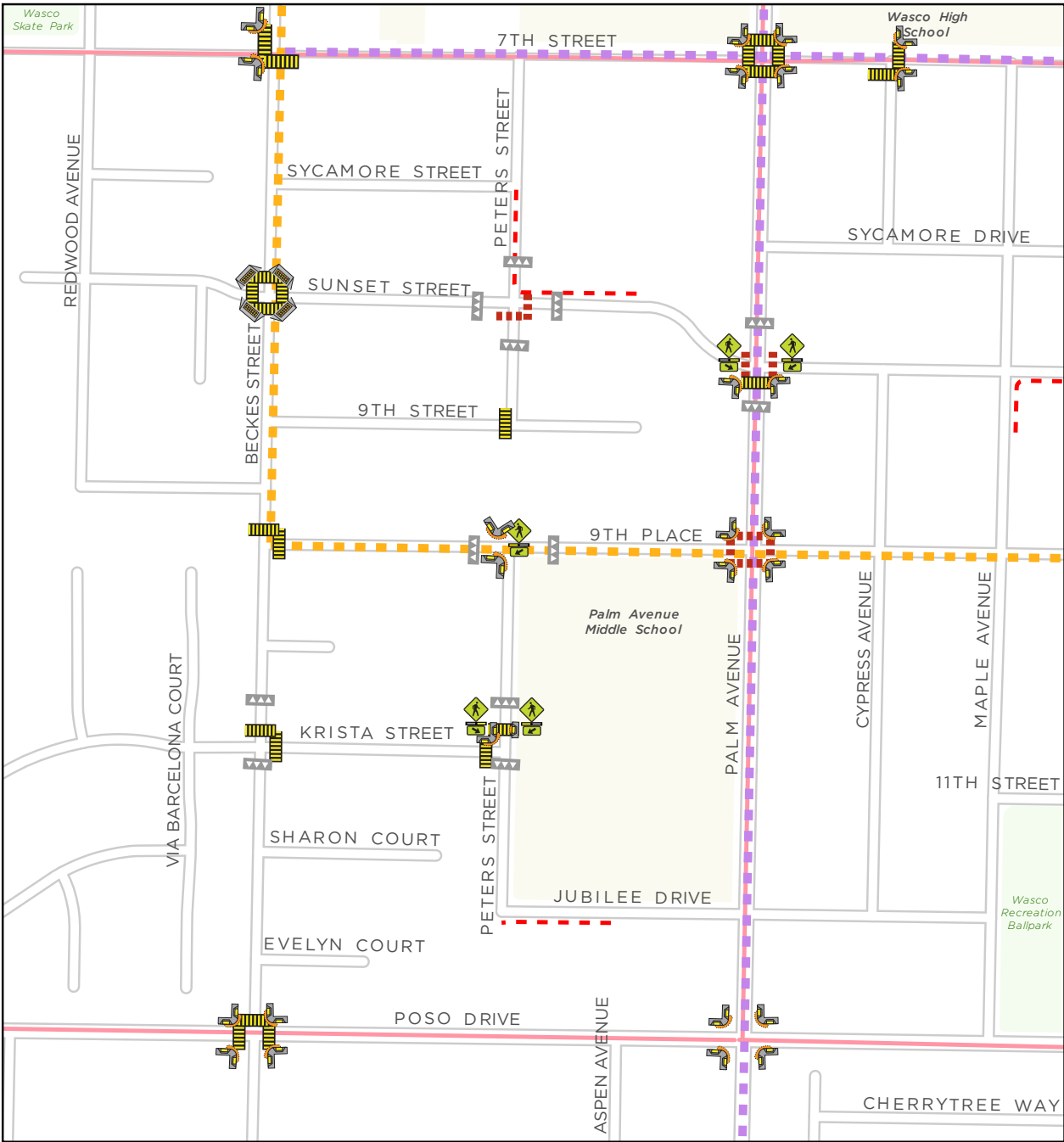


To activate the flashing beacons at the crosswalk at Palm Avenue and 9th Place, pedestrians press a push button.



The crossing at Palm Avenue and Sunset Street could be restriped so that it is more visible.

Recommended Safe Routes to School Improvements



- Advance Yield Marking
- Curb Extension
- Curb Ramp
- New Sidewalk
- Crosswalk Maintenance
- High-visibility Continental Crosswalk
- Rectangular Rapid Flashing Beacons
- Class IIB Buffered Bike Lane
- Class III Bike Route

- Existing Bike Lane
- School Boundary
- Park or Open Space

Data Sources: Kern County,
City of Wasco

0 210 370 790 Feet



TABLE 2-2: PALM AVENUE MIDDLE SCHOOL RECOMMENDATIONS

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST
Peters Street	Krista Street	High-visibility Continental Crosswalk	2	\$5,000
		Rectangular Rapid Flashing Beacon	2	\$40,000
		Curb Extension	2	\$60,000
		Advance Yield Markings	2	\$1,000
Palm Avenue	Sunset Street	High-visibility Continental Crosswalk	1	\$2,500
		Crosswalk Maintenance	2	\$5,000
		Rectangular Rapid Flashing Beacon	2	\$40,000
		Curb Extension	2	\$60,000
		Advance Yield Markings	2	\$1,000
Palm Avenue	9th Place	Crosswalk Maintenance	4	\$10,000
		Curb Extension	4	\$120,000
Palm Avenue	Poso Drive	Curb Extension	4	\$120,000
Poso Drive	Beckes Street	Crosswalk Maintenance	2	\$5,000
		High-visibility Continental Crosswalk	1	\$2,500
		Curb Extension	4	\$120,000
Peters Street	9th Place	Rectangular Rapid Flashing Beacon	2	\$40,000
		Curb Extension	2	\$60,000
		Advance Yield Markings	2	\$1,000
Beckes Street	9th Place	High-visibility Continental Crosswalk	2	\$5,000
Beckes Street	Sunset Street	High-visibility Continental Crosswalk	4	\$10,000
		Curb Ramp	4	\$24,000

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST
Peters Street	Sunset Street	Crosswalk Maintenance	2	\$5,000
		Advance Yield Markings	4	\$2,000
Peters Street	9th Street	High-visibility Continental Crosswalk	1	\$2,500
Beckes Street	Krista Street	High-visibility Continental Crosswalk	2	\$5,000
		Advance Yield Markings	2	\$1,000
		Total		\$747,500

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Thomas Jefferson Middle School

Summary

Enrollment: 540 Students

District: Wasco Union Elementary School District

Grades: 6-8

Regular Bell Schedule:

- 8:05 AM - 2:50 PM

Minimum Day Bell Schedule:

- 8:05 AM - 2:15 PM



An existing continental crosswalk at Griffith Avenue and 1st Street.

School Observations

School Layout

Thomas Jefferson Middle is located on Griffith Avenue, south of Highway 46 and near Cormack Park. Student drop-off and pick-up zones are located on Birch Avenue. Birch Avenue and Griffith Avenue are both two-lane streets with existing parking allowed on both sides of the street.

Existing Conditions

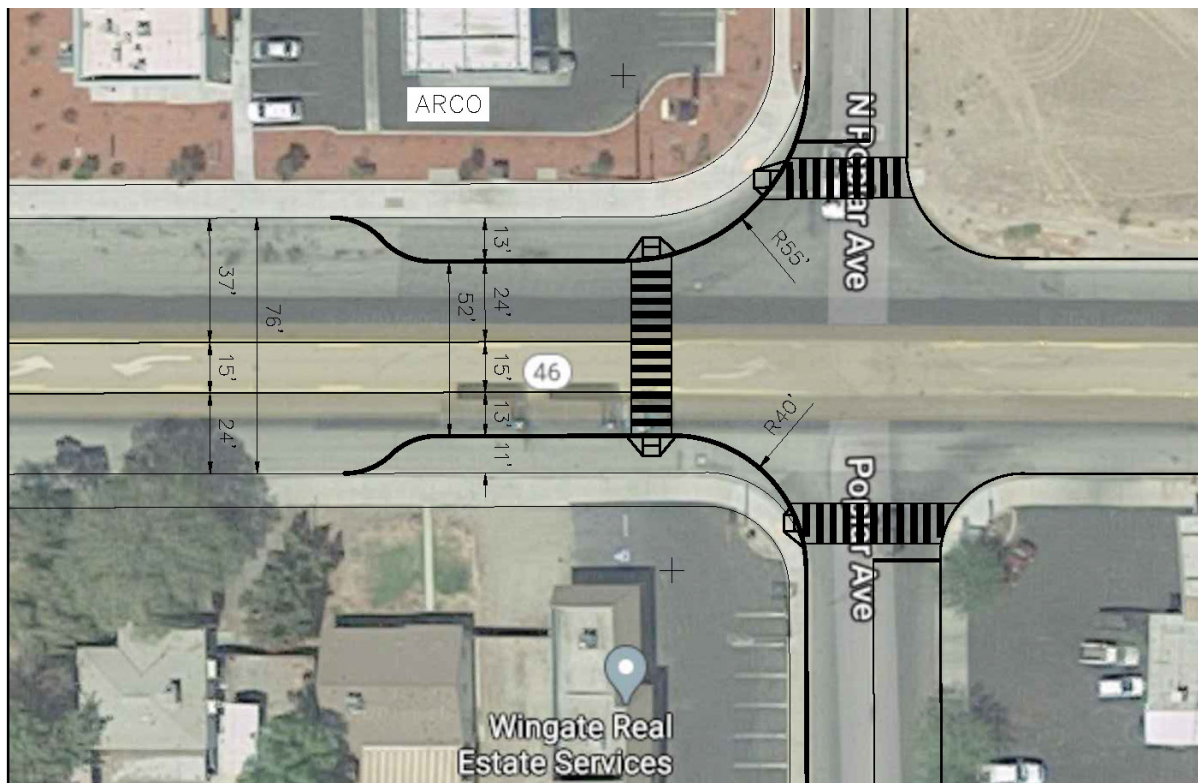
Existing challenges and opportunities observed by the Project Team, and reported by school staff and the community included:

- Students from Thomas Jefferson Middle School cross at Highway 46 and Poplar Avenue even though there are no marked crossings. This presents safety issues, particularly with the semi-trucks that travel along Highway 46.
 - Note: As of the development of this Plan, Caltrans was installing a high-visibility crosswalk and Rectangular Rapid Flashing Beacons (RRFBs) at this intersection. However, a pedestrian hybrid beacon (HAWK) and curb extensions would improve visibility here.
- The intersection of Birch Avenue and 1st Street feels unsafe for students crossing due to traffic coming from Highway 46.
- The intersection of Griffith Avenue and 5th Street needs enhanced crossings.
- Currently, no existing bicycle facilities provide direct connections to the school.
- Crosswalks in the area need maintenance and to be updated to high-visibility continental crosswalks.
- Pedestrian level street lights needed along Griffith Avenue and Margalo Street.

Based on these observations, data collected, and feedback received from the community, the Project Team developed a set of recommended infrastructure projects that would improve safety and comfort for students walking and biking to/from Thomas Jefferson Middle School. The following pages include a map and table detailing these recommendations. Citywide bicycle network recommendations and cost assumptions are detailed in Appendix C.



Students crossing at the intersection of Highway 46 and Poplar Avenue.



Curb extensions, HAWKs, and additional crosswalks are recommended at Highway 46 and Poplar Avenue.

Recommended Safe Routes to School Improvements



- Advance Yield Marking
- Curb Extension
- Curb Ramp
- New Sidewalk
- Crosswalk Maintenance
- High-visibility Continental Crosswalk
- Stop Sign*
- Rectangular Rapid Flashing Beacons
- School Crossing Signage
- High-Intensity Activated Crosswalk (HAWK)
- Leading Pedestrian Interval

- Class II Bike Lane
- Class III Bike Route
- Class IIIB Bike Boulevard
- Class IV Separated Bikeway
- School Boundary
- Park or Open Space

Data Sources: Kern County,
City of Wasco

0 0.03 0.06 0.12 Miles



*Pending warrant study

TABLE 2-3: THOMAS JEFFERSON MIDDLE SCHOOL RECOMMENDATIONS

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST	
Birch Avenue	1st Street	Stop Sign	2	\$600	*
		High-visibility Continental Crosswalk	3	\$7,500	
1st Street	Griffith Avenue	Advance Yield Markings	2	\$1,000	
		Rectangular Rapid Flashing Beacon	2	\$40,000	
Griffith Avenue	2nd Street	Advance Yield Markings	2	\$1,000	
		Rectangular Rapid Flashing Beacon	2	\$40,000	
Griffith Avenue	4th Street	Crosswalk Maintenance	3	\$7,500	
		Curb Extension	4	\$120,000	
		Advance Yield Markings	2	\$1,000	
		Rectangular Rapid Flashing Beacon	2	\$40,000	
Griffith Avenue	5th Street	High-visibility Continental Crosswalk	4	\$10,000	
		Curb Extension	4	\$120,000	
5th Street	Birch Avenue	Advance Yield Markings	2	\$1,000	
Birch Avenue	4th Street	Crosswalk Maintenance	2	\$5,000	
		High-visibility Continental Crosswalk	2	\$5,000	
		Advance Yield Markings	2	\$1,000	
Birch Avenue	3rd Street	High-visibility Continental Crosswalk	3	\$7,500	
		Advance Yield Markings	2	\$1,000	
		Curb Ramp	1	\$6,000	
Birch Avenue	2nd Street	Crosswalk Maintenance	1	\$2,500	
		High-visibility Continental Crosswalk	1	\$2,500	
		Advance Yield Markings	2	\$1,000	
		Total		\$421,100	

* Pending Warrant Study

Wasco High School

School Observations

Summary

Enrollment: 1,757 Students

District: Wasco Union Elementary School District

Grades: 9-12

Regular Bell Schedule:

- 7:55 AM - 3:10 PM

Minimum Day Bell Schedule:

- 7:55 AM - 1:19 PM



Existing crossings along 7th Street would feel safer for students walking if they were more visible to drivers.

School Layout

Wasco High School is located along 7th Street. Student drop-off and pick-up are located on 5th Street 7th Street is a two lane road with bike lanes on both sides of the street as well as parallel parking. The school is also located next to Cormack Park.

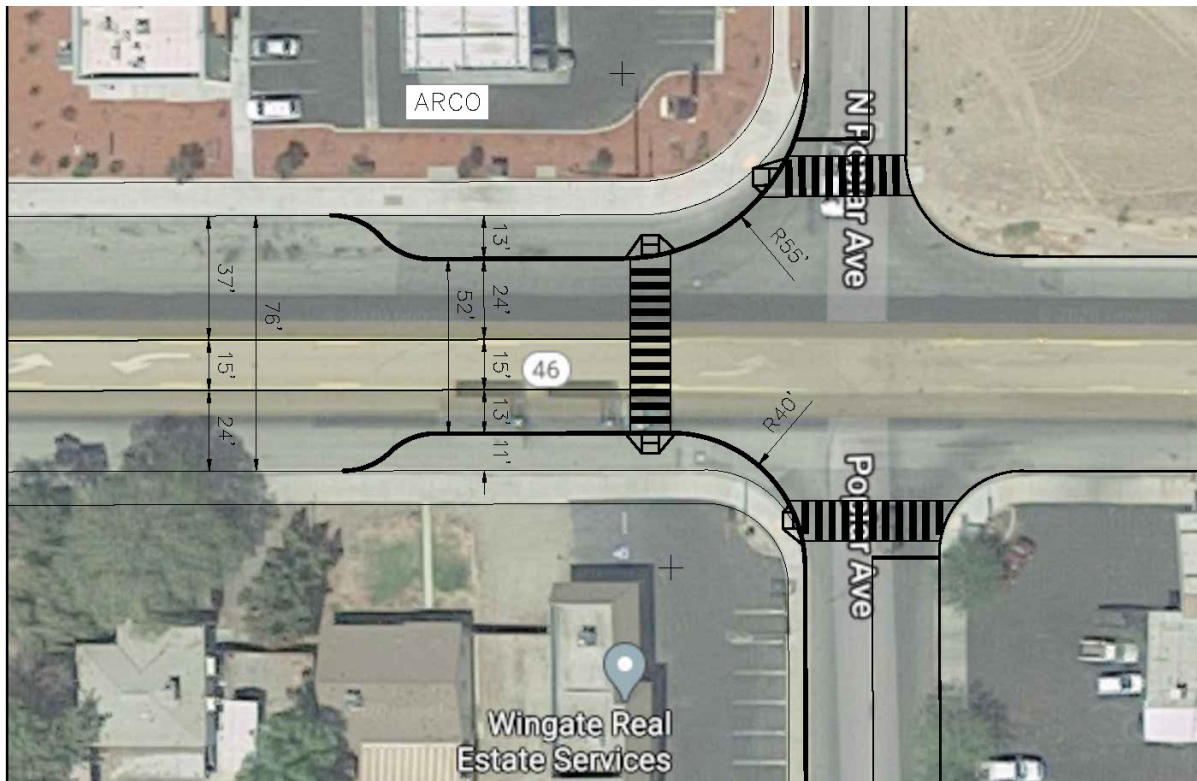
Existing Conditions

Existing challenges and opportunities observed by the Project Team, and reported by school staff and the community included:

- Students from Wasco High School cross at Highway 46 and Poplar Avenue even though there are no marked crossings. This presents safety issues, particularly with the semi-truck traffic that travels along Highway 46.
 - Note: As of the development of this Plan, Caltrans was installing a high-visibility crosswalk and Rectangular Rapid Flashing Beacons (RRFBs) at this intersection. However, a pedestrian hybrid beacon (HAWK) and curb extensions would improve visibility here.
- Multiple marked crossings exist at uncontrolled intersections near the schools and the crosswalks need to be enhanced.
- School staff report that parents often double park in the middle of Palm Avenue to drop off their kids. The students then cross midblock, which can be a safety issue since drivers are not expecting anyone to be crossing here.

- About 15-20 students ride bikes to school and a similar number ride skateboards. School staff note that students have not reported issues with facilities for these modes.
- Some students come from other communities outside of Wasco, such as Lost Hills, using regional bus routes.
- The existing Class II bicycle lanes on Palm Avenue and 7th Street need restriping for better visibility.
- Existing crosswalks need maintenance and some need to be restriped as continental crosswalks.
- Additional crossings are needed along Beckes Street.

Based on these observations, data collected, and feedback received from the community, the Project Team developed a set of recommended infrastructure projects that would improve safety and comfort for students walking and biking to/from Wasco High. The following pages include a map and table detailing these recommendations. Citywide bicycle network recommendations and cost assumptions are detailed in Appendix C.



Curb extensions, HAWKS, and additional crosswalks are recommended at Highway 46 and Poplar Avenue.

Recommended Safe Routes to School Improvements



TABLE 2-4: WASCO HIGH SCHOOL RECOMMENDATIONS

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST
7th Street	Palm Avenue	High-visibility Continental Crosswalk	4	\$10,000
		Curb Extension	4	\$120,000
7th Street	Cypress Avenue	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
7th Street	Maple Avenue	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
		Advance Yield Marking	2	\$1,000
		Rectangular Rapid Flashing Beacon	2	\$40,000
		School Crossing Signage	2	\$600
7th Street	Rosewood Avenue	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
7th Street	Poplar Avenue	High-visibility Continental Crosswalk	4	\$10,000
		Curb Extension	4	\$120,000
7th Street	Cedar Avenue	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
7th Street	Birch Avenue	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
7th Street	Griffith Avenue	High-visibility Continental Crosswalk	4	\$10,000
		Curb Extension	4	\$120,000
Poplar Avenue	6th Street	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	2	\$60,000
		Advance Yield Marking	2	\$1,000

CORRIDOR	EXTENT	FACILITY TYPE	QUANTITY	COST
Poplar Avenue	5th Street	High-visibility Continental Crosswalk	3	\$7,500
		Curb Extension	3	\$90,000
5th Street	Maple Street	High-visibility Continental Crosswalk	2	\$5,000
		Advance Yield Marking	2	\$1,000
5th Street	Palm Avenue	High-visibility Continental Crosswalk	4	\$10,000
		Curb Extension	4	\$120,000
5th Street	Peters Street	High-visibility Continental Crosswalk	2	\$5,000
		Advance Yield Marking	2	\$1,000
5th Street	Beckes Street	High-visibility Continental Crosswalk	4	\$10,000
Beckes Street	Parkside Drive	High-visibility Continental Crosswalk	1	\$2,500
		Advance Yield Marking	2	\$1,000
		Rectangular Rapid Flashing Beacon	2	\$40,000
Beckes Street	7th Street	High-visibility Continental Crosswalk	2	\$5,000
		Curb Extension	3	\$90,000
Palm Avenue	4th Street	High-visibility Continental Crosswalk	3	\$7,500
Palm Avenue	1st Street	High-visibility Continental Crosswalk	1	\$2,500
Poplar Avenue	4th Street	High-visibility Continental Crosswalk	2	\$5,000
		Advance Yield Marking	2	\$1,000
Poplar Avenue	1st Street	High-visibility Continental Crosswalk	3	\$7,500
		Advance Yield Marking	2	\$1,000
Poplar Avenue	Highway 46	Curb Extension	2	\$60,000
		High-intensity Activated Crosswalk (HAWK) Beacon	2	\$150,000
		Total		\$1,445,100

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Independence High School

Summary

Enrollment: 125 Students

District: Wasco Union Elementary School District

Grades: 9-12

Regular Bell Schedule:

- 9:00 AM - 2:20 PM

Late Start Bell Schedule:

- 10AM-2:20 PM



A segment of 11th Street near Independence High School would be more accessible with continuous paved sidewalks.

School Observations

School Layout

Independence High School is located along Poso Drive just south of Barker Park and located west of Highway 43. Poso Drive is a two-lane road with Class II bicycle lanes located on both sides of the road.

Existing Conditions

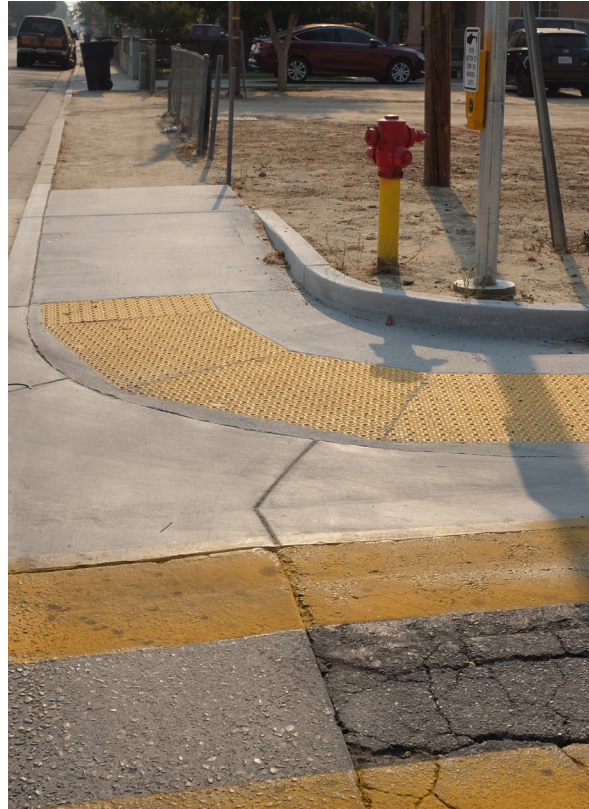
Existing challenges and opportunities observed by the Project Team, and reported by school staff and the community included:

- High-visibility continental crossings and ADA compliant ramps are needed along Birch Avenue and 11th Street.
- Segments of sidewalk and some curb ramps are missing along 11th Street and D Street.
- Existing crossing at Poso Drive and Birch Avenue needs to be updated to high-visibility crosswalks. There are existing ADA compliant curb ramps and flashing beacons.
- Existing crosswalks at Poso Drive and Griffith Avenue need to be restriped as continental.
- Curb ramps are missing along Griffith Avenue south of Poso Drive.
- D Street and 11th Street could use a marked crossing, since there is a long distance between existing marked crosswalks at Poso Drive and 9th Street. Install a pedestrian beacon or curb extensions to create more visibility.
- People were observed riding bicycles along D Street, so it could be a good location for bicycle facilities.

Based on these observations, data collected, and feedback received from the community, the Project Team developed a set of recommended infrastructure projects that would improve safety and comfort for students walking and biking to/from Independence High. The following pages include a map and table detailing these recommendations. Citywide bicycle network recommendations and cost assumptions are detailed in Appendix C.



D Street has some missing segments of sidewalk and could also be a good location for Class II bicycle lanes.



An ADA compliant curb ramp on 11th Street.



The existing crosswalk at Poso Drive and Birch Avenue could be restriped to be continental with advance yield markings to make it more visible to approaching drivers.

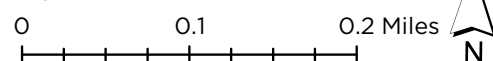
Recommended Safe Routes to School Improvements



- Advance Yield Marking
- Curb Extension
- Curb Ramp
- High-visibility Continental Crosswalk
- Stop Sign*
- Rectangular Rapid Flashing Beacons

- Class II Bike Lane
- Class IIB Buffered Bike Lane
- Class III Bike Route
- Class IIIB Bike Boulevard
- New Sidewalk
- Existing Bike Lane
- School Boundary
- Park or Open Space

Data Sources: Kern County,
City of Wasco



*Pending warrant study

TABLE 2-5: INDEPENDENCE HIGH SCHOOL RECOMMENDATIONS

CORRIDOR	FROM	FACILITY TYPE	QUANTITY	LENGTH (MILES)	COST
Poso Drive	Poplar Avenue	High-visibility Continental Crosswalk	3	-	\$7,500
		Curb Extension	4	-	\$120,000
Poso Drive	Birch Avenue	High-visibility Continental Crosswalk	2	-	\$5,000
		Advance Yield Marking	2	-	\$1,000
Poso Drive	Oak Avenue	High-visibility Continental Crosswalk	1	-	\$2,500
Poso Drive	Griffith Avenue	High-visibility Continental Crosswalk	4	-	\$10,000
		Curb Extension	4	-	\$120,000
Poso Drive	Broadway Street	High-visibility Continental Crosswalk	2	-	\$5,000
		Curb Extension	2	-	\$60,000
		Advance Yield Marking	2	-	\$1,000
Poso Drive	D Street	High-visibility Continental Crosswalk	3	-	\$7,500
Griffith Avenue	13th Street	Curb Ramp	2	-	\$12,000
Poplar Avenue	Midblock between 11th Street and Poso Drive	Crosswalk Maintenance	1	-	\$2,500
		Advance Yield Marking	2	-	\$1,000
Poplar Avenue	11st Street	Crosswalk Maintenance	1	-	\$2,500
		Advance Yield Marking	2	-	\$1,000

CORRIDOR	FROM	FACILITY TYPE	QUANTITY	LENGTH (MILES)	COST
11th Street	Birch Avenue to Oak Avenue	New Sidewalk (south side of street)	-	0.1	\$7,500
11th Street	Oak Avenue	High-visibility Continental Crosswalk	4	-	\$10,000
		Curb Ramp	1	-	\$6,000
11th Street	Griffith Avenue	High-visibility Continental Crosswalk	2	-	\$5,000
		Stop Sign	2	-	\$600
11th Street	138' west of Adams Street to Adams Street	New Sidewalk (north side of street)	-	0.03	\$2,250
11th Street	Adams Street	Curb Ramp	4	-	\$24,000
11th Street	Broadway Street	Curb Ramp	3	-	\$18,000
		Curb Extension	1	-	\$30,000
		High-visibility Continental Crosswalk	2	-	\$5,000
		Advance Yield Marking	2	-	\$1,000
11th Street	Broadway Street to D Street	New Sidewalk (north side of street)	-	0.1	\$7,500
D Street	11th Street	Curb Ramp	3	-	\$18,000
		High-visibility Continental Crosswalk	3	-	\$7,500
		Advance Yield Marking	2	-	\$1,000
		Rectangular Rapid Flashing Beacon	2	-	\$40,000
		Curb Extension	2	-	\$60,000
				Total	\$599,350

* Pending Warrant Study

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3 Programs

Introduction

Non-infrastructure programs can complement the physical improvements recommended in Chapter 2 by encouraging more students to walk and bike, and to do so more often. Programs also educate students and parents about safe walking and biking and help to address both perceived and real personal safety issues. Safe Routes to School (SRTS) programs are also a way for the City to engage directly with school staff, students, and parents to understand other issues that may hinder their ability to walk, bike, and roll to school, and to identify additional projects needed in the area.

SRTS programs have many other goals, including:

- Teaching children the rules of the road, so they are more prepared to navigate their community on foot and bike and eventually become on foot and bike and become safe roadway users;
- Encouraging active modes of getting to school, which will help students arrive at school more alert and ready to learn; and
- Reducing traffic congestion around schools and cut-through traffic on residential streets due to school arrival and dismissal.



Bicycle rodeos educate students on safe bicycle handling skills and riding techniques, Pico Rivera, CA.



A Safe Passages program helps provide safer options for students getting to/from school, Chicago, IL.

Recommended Programs

The programs recommendations listed in Table 3-1 were compiled based on key themes and concerns described by stakeholders, as well as industry best practices, and highlight which of the corresponding 6 Es (described in Chapter 1) they accomplish. While comprehensive, these programs do not represent all possible SRTS opportunities. The City and partners will use this list as a starting point and inspiration for implementation. These programs, paired with the infrastructure recommendations in Chapter 2, give the City a full suite of SRTS strategies.



EDUCATION



ENCOURAGEMENT



EQUITY



EVALUATION








ENGINEERING
















ENGAGEMENT









TABLE 3-1: RECOMMENDED PROGRAMS AND POLICIES

PROGRAM AND POLICY TITLE	DESCRIPTION	SRTS STRATEGY
Bike and Pedestrian Rodeos	<p>Bike rodeos are hands-on training events that introduce elementary and middle school students to safe bicycle handling skills and on-the-road riding techniques. Training can incorporate bicycle handling drills and a simulated city streets course where students learn proper starting and stopping technique, hand signaling, how to fit a helmet, how to perform bicycle safety checks, how to ride in a straight line, and how to ride safely and predictably. Similarly, pedestrian rodeos are interactive activities where students make their way through real-life traffic situations in a simulated city street course, learning traffic safety and lawful pedestrian behavior along the way. Students learn traffic signs and signals, pedestrian safety practices, how to cross the street safely, how to recognize and avoid hazards, the laws governing pedestrians, as well as the environmental, financial and physical advantages to walking.</p> <p>Resource: California Active Transportation Resource Center National Highway Traffic Safety Administration</p>	
Crossing Guards	<p>Crossing Guards provide students with safer crossings and increase their visibility on the way to school. Ongoing training is essential to performing their duties safely and appropriately. Crossing Guard training resources are available at no cost through the California Active Transportation Resource Center.</p> <p>Resource: California Active Transportation Resource Center</p>	

PROGRAM AND POLICY TITLE	DESCRIPTION	SRTS STRATEGY
Crash Data	Examining crash data may indicate the safety impact of SRTS interventions and help prioritize resources. Data from the Statewide Integrated Traffic Records System (SWITRS) shows incident details, including: location, date/time, distance from intersection, collision severity, injuries, and pedestrian/bicycle involvement. Communities may benefit from using the Transportation Injury Mapping System (TIMS) as a resource for understanding and displaying crash data. TIMS offers a variety of free tools that display SWITRS data in different formats, including: general crash maps, ATP raster maps, SRTS bicycle/pedestrian collision maps, and interactive collision diagrams. Resource: Transportation Information Mapping System	
Demonstration Projects	Demonstration projects, also known as “tactical urbanism,” use temporary materials such as spray chalk, traffic cones, and large planters to showcase potential infrastructure/engineering improvements. For example, yellow spray chalk can be used to enhance or create crosswalks in school zones, which can give all road users the chance to experience greater visibility of people crossing the street. Resources: Tactical Urbanism and Safe Routes to School	
Event Participation Tracking	Recording the number of students present at each SRTS event shows school participation and interest, as well as assesses whether SRTS resources are being distributed evenly in a community. Data collection examples for event participation include logging the number of students at each event along with the date and location, estimating participation from the number of stickers handed out at an event, or having a volunteer with a clicker take a tally of students as they arrive on campus. Resource: Safe Routes Partnership	
Mode Split Evaluation	Mode split data can be used to evaluate SRTS programs, policies, and infrastructure projects. It can show a project's impact on the safety and travel behavior of a school community by indicating roughly what portion of students walk, bike, bus, carpool, or travel in a family vehicle to school. The change in the data from before to after a project may indicate the impact of the activity or improvement. Resource: National Center for Safe Routes to School Data Collection System	
Neighborhood Safety Signs	Yard signs can be used to remind neighbors, parents/caregivers, and others of relevant laws and safety tips such as no illegal turns, driving slower than the speed limit, and looking out for pedestrians. They can be strategically placed on school grounds (particularly near loading zones) and on adjacent residents' yards. Resource: Santa Monica Safe Routes to School	

PROGRAM AND POLICY TITLE	DESCRIPTION	SRTS STRATEGY
Parent/ Caregiver SRTS Education	<p>Parent/caregiver SRTS education can take the form of social media posts, email blasts, robocalls, backpack flyers, or any other channel schools use to share information with parents. Some of the key messages to include when communicating SRTS to parents include: reminding them to obey seatbelt and cell phone laws; outlining drop-off/pick-up procedures; or encouraging them to choose active modes of travel.</p> <p>Resource: National Center for Safe Routes to School</p>	 
Pedestrian and Bike Safety Program for Students	<p>Pedestrian and bicycle safety skills can be taught in the classroom or during PE using lesson plans that provide pedestrian and bike education for students, including rules of the road and how to be safe while walking and biking. The curriculum can be structured for appropriate grade and age levels, which can be implemented as part of a school-wide, community-wide, or statewide program. Pedestrian safety courses or programs will be most effective with K-3rd grades, and bicycle safety courses or programs will be most effective with 4th-8th grades.</p> <p>Resource: California Active Transportation Resource Center Safe Routes Partnership</p>	 
Safe Driving Pledge Campaign	<p>School communities throughout California are working to remind parents and caregivers of their responsibility to drive safely and “pledge” to do so. A Safe Driving Pledge Campaign encourages residents, parents, and caregivers to drive safely while spreading the message about the SRTS program. The purpose of the Pledge is to raise awareness and encourage motorists to:</p> <ul style="list-style-type: none"> • Drive within the legal speed limit on neighborhood streets; • Share the road with pedestrians and bicyclists, be courteous, and drive safely; and • Reduce cell phone use to urgent calls only and ensure it is always hands-free. Never text, use the internet, or use any other handheld devices while driving. <p>The City could also design and hand out a Safe Driving Pledge car decal to allow participants to show other drivers that they are taking part in a community-based effort to promote safer and friendlier neighborhood streets.</p> <p>Resource: Marin Safe Routes to School</p>	 
Safe Passages	<p>Safe Passages programs offer students additional supervision and support as they travel to school in communities experiencing high rates of violence or crime. Safe Passages programs are intended to reduce intimidation or harm due to gang activity, drugs, or crime. They have also been initiated to enhance safety for community members walking to parks to ensure that they can access resources, be physically active, and engage with neighbors.</p> <p>Resources: City of San Francisco Safe Passage Program</p>	 

PROGRAM AND POLICY TITLE	DESCRIPTION	SRTS STRATEGY
School Board Policies	<p>Including SRTS language in a school board policy can be an important step towards supporting SRTS activities in schools throughout a school district. School districts can further support SRTS efforts in the district by adopting the California School Board Association's sample board and administrative regulations Safe Routes to School Program (BP/AR 5142.2).</p> <p>Resource: California School Board Association</p>	
School Zone Policy	<p>In 2008, California Assembly Bill (AB) 321 went into effect allowing local jurisdictions – through an ordinance or resolution – to extend the 25 mph speed limit in school zones from 500 feet to 1,000 feet from the school grounds and to reduce the speed limit to 15 or 20 mph up to 500 feet from the school grounds, under certain conditions. The City can evaluate locations where extending the school zone or lowering the speed limit near schools is feasible.</p> <p>Resource: Walnut Creek Speed Limit Report</p>	
SRTS Task Force	<p>A SRTS Task Force works to make SRTS activities consistent, relevant, and timely and identifies challenges and opportunities to encourage more children and their families to walk and bicycle to and from school. A SRTS Task Force membership might consist of school and school district leadership and staff, PTA leaders, city and/or county staff, community-based organizations and/or faith based groups, bicycle and pedestrian advocacy groups, and other relevant SRTS stakeholders.</p> <p>Similarly, a Youth Task Force brings together student representatives from each high school once a month to organize events, learn from each other, and engage with guest speakers. Students participating in the Youth Task Force lead events and activities at their schools, with support from the SRTS program.</p> <p>Resource: Safe Routes Partnership</p>	
Suggested Routes to School Maps	<p>Suggested Routes to School Maps are great tools to get families and students thinking about walking or bicycling to school as a viable option. They can also be used to identify “park and walk” locations to help reduce vehicle traffic at arrival and dismissal. Maps should be updated as changes to infrastructure and enrollment boundaries change.</p> <p>Resource: Pedestrian and Bicycle Information Center</p>	
Vision Zero	<p>Vision Zero is a policy and action commitment to reduce fatal and severe collisions to zero. It acknowledges that traffic collision deaths and serious injuries are preventable through safer street design, education, and enforcement.</p> <p>Resource: Vision Zero Network</p>	

PROGRAM AND POLICY TITLE	DESCRIPTION	SRTS STRATEGY
Walk and Bike to School Days	Walk/Bike to School Days are designed to encourage students and families to choose walking and bicycling to school on specific days. They create an opportunity for schools to highlight the many benefits of walking and biking and promote pedestrian/bike safety for students. Resource: Walk and Bike to School Day	  
Walk Bike Resource Fair	A Walk Bike Resource Fair is a quick and easy way to educate students on walking and biking safety and encourage them to choose active travel to and from school. Through a series of stations set up during recess, lunch, or after school, a Walk Bike Resource Fair provides several fun activities to get students excited about walking and biking and teaches them skills to do so safely. Resource: Safe Routes to School Solano County	  
Walking School Bus	A Walking School Bus is a group of students walking to school with one or more adults. It is a great way to get students excited about walking to school because they get to spend the morning school trip with family and friends. A Walking School Bus can be an informal arrangement between neighboring families or more formal with established “bus routes,” designated “bus stops,” and led by a “Bus Driver” who walks participants into school. Resource: Safe Routes Partnership Walk With Us El Monte	 

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4 Funding

Potential Funding Sources

Funding for Safe Routes to School (SRTS) programs and projects may come from a variety of sources including matching grants, sales tax or other taxes, bond measures, or public/private partnerships. This chapter presents sources of funding specifically for the planning, design, implementation, and maintenance of SRTS projects.

The descriptions are intended to provide an overview of available options and do not represent a comprehensive list. It should be noted that this section reflects the funding available at the time this SRTS Plan was completed. The funding amounts, application cycles, and programs themselves are susceptible to change without notice.

Regional & Local Sources

San Joaquin Valley Air Pollution Control District Grants & Incentives

Funding Agency: San Joaquin Valley Air Pollution Control District

The San Joaquin Valley Air Pollution Control District accepts applications for bicycle infrastructure projects, including Class I Shared-Use Path construction, Class II Bicycle Lane striping, or Class III Bicycle Route projects. The program provides funding to assist with the development or expansion of a comprehensive bicycle-transportation network which will provide a viable transportation option for travel to school, work and commercial sites.

More information: <http://valleyair.org/grants/bikepaths.htm>



Securing additional grant funding will allow the City to build improved facilities near schools, such as higher visibility crossings near Thomas Jefferson Middle School.

Kern County Air Pollution Mitigation Fund

Funding Agency: Rose Foundation

The Kern County Air Pollution Mitigation Fund receives air pollution mitigation fees paid by property developers to offset the cumulative air pollution impacts of new developments. With the advice of a Bakersfield-based funding advisory board, the Rose Foundation uses these developer fees to support grants for projects designed to reduce particulate or ozone air pollution in Kern County. Safe Routes to School education and infrastructure projects are eligible for funding through this grant.

More information: <https://rosefdn.org/kern-county-air-pollution-mitigation-fund/eligibility>

Developer Impact Fees

As a condition for development approval, municipalities can require developers to provide certain infrastructure improvements, which can include bicycle and pedestrian projects. These projects have commonly provided Class II facilities for portions of on-street, previously planned routes and public spaces. They can also be used to provide bicycle parking or shower and locker facilities. The type of facility that should be required to be built by developers should reflect the greatest need for the particular project and its local area. Legal challenges to these types of fees have resulted in the requirement to illustrate a clear nexus between the particular project and the mandated improvement and cost.

New Construction

Future road widening and construction projects are one means of providing bicycle and pedestrian facilities. To ensure that roadway construction projects provide pedestrian and bicycle infrastructure where needed, it is important that the review process includes input pertaining to consistency with the proposed system. In addition, California's 2008 Complete Streets Act and Caltrans' Deputy Directive 64 require that the needs of all roadway users be considered during "all phases of state highway projects, from planning to construction to maintenance and repair."

State Sources

Active Transportation Program

Funding Agency: Caltrans

Funds projects that increase the use of active modes of transportation, such as biking and walking, especially SRTS projects. Covers infrastructure and non-infrastructure projects. The City has been successful in securing these funds for past projects, including projects from the 2013 School Traffic Safety Study.

More information: www.dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program

Affordable Housing and Sustainable Communities (AHSC) Program

Funding Agency: California Department of Housing and Community Development

The purpose of the AHSC Program is to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and

compact development; and through projects that support related and coordinated public policy objectives and improve connectivity and accessibility to jobs, housing, and services.

More information: www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml

Highway Safety Improvement Program (HSIP)

Funding Agency: Caltrans

HSIP funds work on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members, which improves the safety for its users. Projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.

More information: www.dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program

Sustainable Communities Grants

Funding Agency: Caltrans

Funds local and regional active transportation planning projects, including SRTS plans.

More information: www.dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants

Various OTS Grants

Funding Agency: Office of Traffic Safety

Funds projects and programs that address traffic safety, including pedestrian and bicycle safety.

More information: www.ots.ca.gov/grants

Federal Sources

Choice Neighborhoods Planning Grants Program

Funding Agency: U.S. Department of Housing and Urban Development

Supports locally driven strategies that address struggling neighborhoods with distressed public and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by redeveloping severely distressed public and/or HUD-assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services, and schools.

More information: www.hud.gov/program_offices/spm/gmomgmt/grantsinfo/fundingopps/fy19cnpg

Smart Growth Program

Funding Agency: Environmental Protection Agency

Occasionally offers grants to support activities that improve the quality of development and protect human health and the environment. To receive grant availability announcements by email, people can subscribe to their listserv by sending a blank email to epa_cmt_y_revital-subscribe@lists.epa.gov.

More information: www.epa.gov/smartgrowth

Appendix: A

Plan Review

This SRTS Plan aligns with and builds on multiple other planning efforts and helps to advance the following goals included in these plans.

Local

Wasco 2040 General Plan (2016)

The Wasco 2040 General Plan Circulation Element introduces policies related to active transportation. These include promoting safe and pleasant space for pedestrians; widening sidewalks; providing pedestrian paths to schools, shopping centers, and other safety enhancements; implementation of new bicycle facilities where appropriate; and promoting bicycle parking at all public facilities.

Wasco Transit Development Plan (2016)

This Plan aims to conduct an objective and comprehensive assessment of existing public transit offered within Wasco, and to present recommendations for addressing current and forecast demand for public transit service. The Plan indicates that 4.5% of people in Wasco bicycle as their primary means of transportation, while 13% walk, skateboard, or scooter. The Plan recommends installing bike racks on all transit vehicles, as well as bicycle and pedestrian facilities at locations throughout the community. Additionally, the Plan recommends that the City coordinate with Kern Transit regarding cost-sharing opportunities for bus stop amenities to be installed at Kern Transit connection points.

Wasco Bicycle Master Plan (2014)

The Wasco Bicycle Master Plan provides a vision for the pedestrian and bicycling environment in Wasco and provides specific recommendations, strategies and actions to achieve that vision. The Plan also prepares Wasco for a variety of funding sources that require Bicycle Master Plans.

Policies introduced in this Plan aim to achieve the following goals: (1) increase pedestrian mobility; (2) increase bicycle mobility; (3) supplement infrastructure improvements with education, encouragement, evaluation and enforcement programs; (4) increase active mode share for school trips to 50% by 2020; (5) ensure timely and efficient implementation of bike and pedestrian projects; and (6) reduce the number of bicycle and pedestrian collisions.

The Plan proposes over 23 miles of bikeways to Wasco in a connected network of off-street paths and on-street bike lanes and bike routes. The recommended facilities provide connections to major destinations within Wasco and provide alternatives that accommodate bicyclists of all ability levels. Additionally, the Plan recommends including bicycle parking and pedestrian lighting in proposed Amtrak station improvements. Bicycle and pedestrian wayfinding signage is also proposed, along with end-of-trip facilities like bike parking.

Wasco School Traffic Safety Study (2013)

This Wasco SRTS Plan Update (2020) builds on the 2013 School Traffic Safety Study, which identified infrastructure projects to increase student safety and support walking and biking to school in Wasco.

The 2013 Study included profiles and recommendations for five schools in Wasco:

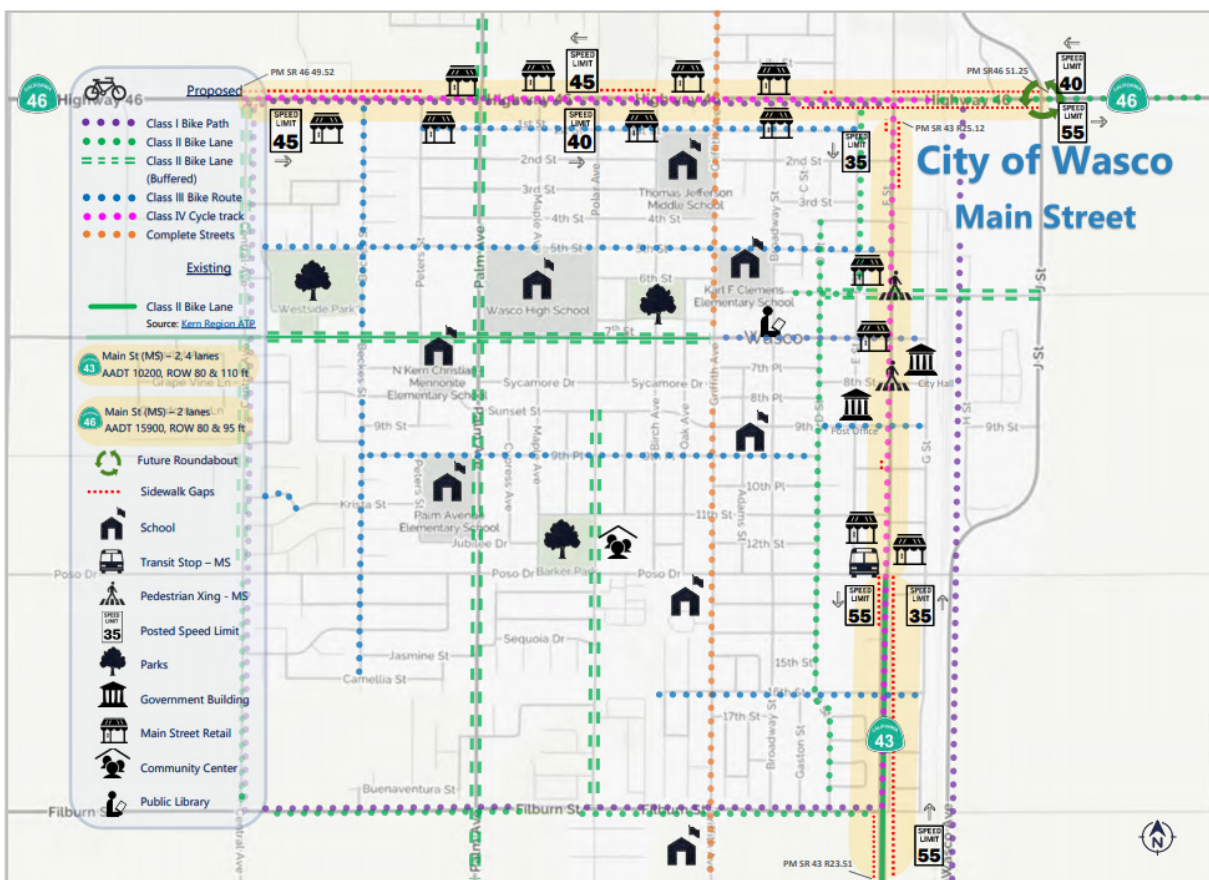
- Teresa Burke Elementary School
- Karl Clemens Elementary School
- Thomas Jefferson Middle School
- Palm Avenue Elementary School (*now Palm Avenue Middle School*)
- John Prueitt Elementary School

Since adopting the 2013 Study, the City has built the recommended infrastructure projects that were identified. This 2020 SRTS Plan makes additional recommendations for two of these schools (Thomas Jefferson Elementary School and Palm Avenue Middle School), and provides new profiles and recommendations for James Forrest Elementary School, Wasco High School, and Independence High School.

Regional

Caltrans District 6 Bicycle Plan and Complete Streets Facilities (2019)

This Caltrans Plan provides an overview of Caltrans highways that serve as main streets in District 6, which includes Kern County. The Plan includes a map of Wasco's main streets (Highway 43 and Highway 46) that shows recommended bicycle facilities and complete streets elements. In Wasco, most of the recommendations are from the Kern Regional Active Transportation Plan (2018), described below.



Recommended bicycle facilities and complete streets from the Caltrans District 6 Plan.

Kern Regional Active Transportation Plan (2018)

Led by the Kern Council of Governments (Kern COG), the Kern Region Active Transportation Plan (2018) was developed to enhance walking, bicycling, and transit access throughout Kern County. The Plan includes a section for Wasco, highlighting existing conditions for walking and biking as well as recommended improvements to the City's active transportation network. The recommendations include bicycle and pedestrian projects near the City's schools, such as Class IIB buffered bicycle lanes on Poplar Avenue and crossing improvements on 7th Street.

State

Towards an Active California: State Bicycle and Pedestrian Plan (2017)

Toward an Active California is Caltrans' first statewide policy-plan to support travel by bicyclists and pedestrians through objectives, strategies, and actions. This policy direction continues support for the recent trend of increasing bicycle and pedestrian travel in the state and strengthens the connection between transportation, environmental sustainability, and public health. The plan aims to meet the statewide goal to provide robust multimodal transportation options to everyone in California.

California State Transportation Plan 2040 (2016)

The purpose of the California State Transportation Plan 2040 (CTP) is to provide a common policy framework that will guide transportation investments and decisions by all levels of government, the private sector, and other transportation stakeholders. Through this policy framework, and by using newly created modeling tools, the CTP 2040 identifies the statewide transportation system needed to achieve maximum feasible Greenhouse Gas emission reductions while meeting the State's transportation needs.

Regarding active transportation, the Plan recommends: (1) growing the state's existing Active Transportation Program to support a broad range of investments that provide safe, convenient, and continuous pedestrian and bicycle networks; and (2) improving outreach and education on bicycle and pedestrian facilities and serious injuries by providing expertise on bicycle and pedestrian safety practices.

Appendix: B

SRTS Facilities

This appendix provides an overview of SRTS facility types that are referenced throughout this Plan.



A wide sidewalk in downtown Wasco provides space for walking, seating, trees, and other amenities.



A high-visibility school zone crosswalk near Independence High School.



An example of a raised crosswalk which also features crossing signage and curb extensions.

Pedestrian Facilities

Sidewalks

Sidewalks form the backbone of SRTS networks, as they provide an area for students walking that is separate from vehicle traffic. A variety of considerations are important in sidewalk design. Providing adequate and accessible sidewalks could lead to increased numbers of students walking, improved safety, and the creation of social space.

Crosswalks

Crosswalks are a legal extension of the sidewalk that provide guidance for students who are crossing the street. Crosswalks are not required to be marked, but marked crosswalks alert drivers of a location where people are likely to be crossing and increase rates of drivers yielding to pedestrians. Crosswalk markings can be standard parallel lines or a “continental” high-visibility pattern, like those outside of Palm Avenue Middle School. The standard for crosswalks in school zones is yellow striping.

Raised Crosswalks

Raised crosswalks combine a crosswalk with a speed hump, encouraging drivers to slow down. They can increase visibility, driver yielding behavior, and create a safer pedestrian crossing environment. Raised crossings are best on two- or three-lane roads with speed limits of 30 mph or less, particularly at key access points to parks, schools, and other key destinations.

Curb Ramps

Curb ramps allow all users to make the transition from the street to the sidewalk or vice versa. A sidewalk without a curb ramp can be useless to someone in a wheelchair or pushing a stroller, forcing them back to a driveway and out into the street for access. Most streets near our schools have curb ramps; however, many feature the “diagonal” approach as opposed to the recommended “perpendicular” approach of placing curb ramps in both directions of travel.



An example of an ADA compliant curb ramp near Wasco High School.

Curb Extensions

Curb extensions shorten the crossing distance at intersections or mid-block crossings, helping to minimize pedestrian exposure and increasing visibility for people walking and driving. Because curb extensions are generally located adjacent to on-street



An example of curb extension at a midblock crossing.

parking, they typically do not impede vehicle traffic. This also helps create a suitable turn radius for larger vehicles, such as freight traffic along Highway 46. Curb extensions can also provide space for additional amenities such as landscaping and seating.

Advance Yield Markings

On multi-lane streets, collisions involving people crossing at marked crosswalks often occur when a driver in the first lane stops for the pedestrian, but stops too close to the crosswalk. This reduces sight lines between the pedestrian and drivers in the next lane. By placing advance yield markings (“shark teeth”) and accompanying signs 20 to 50 feet ahead of the crosswalk, visibility of the pedestrian is improved and the chances of a collision occurring are reduced.



An example of advance yield markings.

Leading Pedestrian Intervals

Leading Pedestrian Intervals (LPI) are traffic signal modifications that give pedestrians a head start when they’re entering a signalized intersection with a corresponding green signal in the same direction of travel. LPIs enhance the visibility of pedestrians in the intersection and reinforce pedestrian right-of-way over turning vehicles. This signal modification is most useful at locations where heavy turning traffic comes into conflict with crossing pedestrians, particularly if there is a history of collisions.

Rectangular Rapid Flashing Beacons

Rectangular Rapid Flash Beacons (RRFB) are a type of active warning beacon used at uncontrolled crossings. They are designed to increase motor vehicle yielding compliance on multilane or high volume roadways. They are typically activated by pedestrians manually with a push button, or can be actuated automatically with passive detection systems. They are most effective at multilane crossings with speed limits less than 40 mph.



An example of a RRFB at an uncontrolled crossing.

High-Intensity Activated Crosswalk Beacon

High-Intensity Activated Crosswalk Beacons (HAWKs) are pedestrian-activated warning devices. The beacon consists of two red lights above a single yellow light. The beacon head is “dark” or unlit until a pedestrian activates the device. The pedestrian pushes a button that activates the beacon. After displaying brief flashing and then steady yellow light intervals, the device displays a steady red indication to motorists and a “WALK” indication to pedestrians,

allowing them to cross while traffic is stopped. HAWK beacons are most effective on higher-speed (e.g., over 40 mph) streets and streets with a history of pedestrian or bicyclist collisions.



An example of a HAWK at an uncontrolled crossing.

Speed Humps

Speed humps are vertical traffic calming facilities intended to slow traffic speeds on low-volume, low-speed streets. Speed humps reduce speeds to 15–20 mph. Spacing of speed humps should be determined based on the target speed of the street. Speed humps should be spaced no more than a maximum of 500 feet apart to achieve a 25–35 mph speed limit. To achieve greater speed reductions, speed humps can be placed closer together.

Bicycle Facilities

As of 2020, the Caltrans designates four classes of bicycle facilities: Class I shared-use paths, Class II bicycle lanes, Class III bicycle routes, and Class IV separated bikeways.

Class I Shared-Use Paths

Class I shared use paths are paved trails completely separated from the street. They allow two-way travel by people bicycling and walking, and are often considered the most comfortable facilities for children and inexperienced riders as there are few potential conflicts between people bicycling and people driving.

Class II Bicycle Lanes

Class II bicycle lanes are striped preferential lanes on the roadway for one-way bicycle travel. Some bicycle lanes include a striped buffer on one or both sides to increase separation from the traffic lane or from parked cars where people may open doors into the bicycle lane (buffered bicycle lanes are referred to in this Plan as “Class IIB”).



Existing Class II bicycle lanes on Palm Avenue.

Class III Bicycle Routes

Class III bicycle routes are signed routes where people bicycling share a travel lane with people driving. Because they are shared facilities, bicycle routes are only appropriate on quiet, low-speed streets with relatively low traffic volumes. Some Class III bicycle routes include shared lane markings or “sharrows” that recommend proper bicycle positioning in the center of the travel lane and alert drivers that bicyclists may be present. Others include more robust traffic calming features to promote bicyclist comfort and are known as “bicycle boulevards” (referred to in this Plan as “Class IIIB”).

Class IV Separated Bikeways

Class IV separated bikeways are on-street bicycle facilities that are physically separated from motor vehicle traffic by a vertical element or barrier, such as a curb, bollards, or vehicle parking aisle. They can allow for one- or two-way travel on one or both sides of the roadway.



Example of a Class IV separated bikeway with a curb and bollards.

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Appendix: C

Costs Assumptions & Bicycle Network Recommendations

Cost Assumptions

TABLE A-1: PEDESTRIAN FACILITY COST ASSUMPTIONS

FACILITY	UNIT TYPE	UNIT COST
High-Visibility Continental Crosswalk	each	\$2,500
Crosswalk Maintenance	each	\$2,500
High-Visibility Raised Crosswalk	each	\$7,500
Advance Yield Markings	each	\$500
Rectangular Rapid Flashing Beacon	each	\$20,000
High-Intensity Activated Crosswalk (HAWK) Beacon	each	\$75,000
Curb Ramp	each	\$6,000
Curb Extension	per corner	\$30,000
School Crossing Signage	each	\$300
Leading Pedestrian Interval	each signal controller	\$1,200
Stop Sign	each	\$300
New Sidewalk	per mile	\$150,000
Speed Hump	each	\$5,000

TABLE A-2: BICYCLE FACILITY COST ASSUMPTIONS

FACILITY	UNIT TYPE	UNIT COST
Class I Shared-Use Path	per mile	\$400,000
Class II Bicycle Lanes	per mile	\$102,000
Class IIB Buffered Bicycle Lanes	per mile	\$125,000
Class III Bicycle Route	per mile	\$25,000
Class IIIB Bicycle Boulevard	per mile	\$140,000
Class IV Separated Bikeway	per mile	\$220,000

Recommended Infrastructure Projects

The Project Team developed citywide bicycle network recommendations that will serve each of the five focus schools. These projects build on those listed in Caltrans' Bicycle Plan and Complete Streets Facilities for Caltrans District 6 (2019) and are detailed in Table A-3.

TABLE A-3: BICYCLE NETWORK RECOMMENDATIONS

CORRIDOR	FROM	TO	FACILITY TYPE	QUANTITY	LENGTH (MILES)	COST
Highway 46	Central Avenue	F Street	Class IV Separated Bikeway	-	1.4	\$301,400
1st Street	Palm Avenue	E Street	Class III Bike Route	-	0.8	\$20,000
Beckes Street	5th Street	9th Place	Class III Bike Route	-	0.4	\$11,000
5th Street	Beckes Street	D Street	Class III Bike Route	-	1.0	\$24,250
Palm Avenue	Margalo Street	Filburn Street	Class IIB Buffered Bike Lane	-	1.7	\$217,500
7th Street	Beckes Street	Griffith Avenue	Class IIB Buffered Bike Lane	-	0.7	\$92,500
7th Street	Griffith Avenue	D Street	Class III Bike Route	-	0.2	\$5,250
9th Place	Beckes Street	D Street	Class III Bike Route	-	1.0	\$24,250
Poplar Avenue	Highway 46	Sunset Street	Class III Bike Route	-	0.7	\$16,500
Poplar Avenue	Sunset Street	Filburn Street	Class IIB Buffered Bike Lane	-	0.7	\$92,500
Griffith Avenue	Highway 46	5th Street	Class II Bike Lane	-	0.3	\$30,600
Griffith Avenue	5th Street	Filburn Street	Class IIIB Bike Boulevard	-	1.2	\$166,600
D Street	5th Street	6th Street	Class II Bike Lane	-	0.1	\$10,200
D Street	6th Street	7th Street	Class III Bike Route	-	0.1	\$2,500
D Street	7th Street	Poso Drive	Class II Bike Lane	-	0.5	\$49,980
					Total	\$1,065,030

