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

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

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

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

GETTING TO KNOW YOUR AGENDA

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

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

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

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

NEW BUSINESS: these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation,
and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

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

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

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

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

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

**REGULAR MEETING – 6:00 pm**

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

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

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

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

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

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

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

7) **SUCCESSOR AGENCY BUSINESS:** None

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

**CITY COUNCIL BUSINESS:**

9) **CONSENT CALENDAR:**

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

a. Receive and File department payments totaling $282,957.06

b. Approval of City Council Meeting Minutes for:
   1. March 7, 2023, Regular Meeting
   2. March 21, 2023, Regular Meeting

c. Adopt a Resolution Authorizing The City Manager or Designee to Enter into an Agreement with JTS Construction, Inc. for the Central Avenue Park Project in the amount of $2,042,500.00 and allowing the City Manager or Designee to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of $25,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.

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

e. Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with Loop Electric, Inc. for the 1st – 5th Street Lighting Project in the amount of $401,906.00 and allowing the City Manager and Designee to Execute Contract Change Orders in an amount not to exceed an aggregate of $10,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.
10) PUBLIC HEARINGS:
   a. Introduce and Waive the First Reading of an Ordinance of the City Council of the
      City of Wasco Amending an Ordinance and Accepting the Requirements of the
      Penal Code Relating to the Recruitment and Training of Law Enforcement Officers,
      and Find that this action is not a project as defined under the California
      Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines
      Section 15060(c) (3), no environmental review is required.

11) DEFERRED BUSINESS: None

12) NEW BUSINESS: None

13) REPORTS FROM COMMISSIONS AND COMMITTEES:
   a. Kern Economic Development Corporation (Garcia)
   b. Kern Council of Government (Reyna)
   c. Wasco Task Force (Reyna & Medina)

14) REPORTS FROM KC FIRE AND SHERIFF:
   a. Kern County Fire Department (Appleton)
   b. Kern County Sheriff’s Department (Stacy)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION:

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

    Monica Flores
    Monica Flores, Deputy City Clerk
## Warrants

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Grand Total 3,388.59
MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, March 7, 2023
Regular Meeting – 6:00 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:
Mayor Martinez called the meeting to order at 6:01 pm.

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

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

3) FLAG SALUTE: led by Mayor Martinez

4) INVOCATION: by Mike Lynch

5) PRESENTATIONS: NONE

6) PUBLIC COMMENTS:
No public comments.

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

7) SUCCESSOR AGENCY BUSINESS: NONE

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE

CITY COUNCIL BUSINESS:

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

a. Receive and File department payments totaling $114,885.20
b. Approval of City Council Meeting Minutes for:
   1. January 17, 2023, Regular Meeting
   2. February 7, 2023, Regular Meeting

c. Adopt a Resolution Authorizing the City Manager or Designee to Approve and Execute a Purchase Order with Toter Inc., a subdivision of Wastequip LLC, in the amount of $44,248.70, which will be used to purchase 636 new 96-gal carts and green waste containers for the Public Works Sanitation Department and Find that this action is not a Project as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.
   
   Reso#2023-3856

d. Adopt a Resolution Authorizing the City Manager or designee to approve the sale, auction, or dispose of aging and non-operable Fleet with WSM Public Auctions and Find that the activity is not a “Project” as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.
   
   Reso#2023-3857

e. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with S.C. Communications, Inc. for the acquisition of two Federal Communications Commission (FCC) approved Police Department radio frequencies, installation of a City provided Radio Repeater and monthly tower lease agreement, and Find that the activity is not a “Project” as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.
   
   Reso#2023-3858
   Agmt#2023-014

f. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Sun Ridge Systems, Inc. to Provide software, training, and assistance for computer-aided dispatch capability for the Police Department, and Find that the activity is not a “Project” as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.
   
   Reso#2022-3859
   Agmt#2023-015
g. Approval of Travel Expenses Exceeding $500.00 for Council Member Garcia and Council Member Reyna to attend the ICSC Conference scheduled for May 21-23, 2023, in Las Vegas, Nevada, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

No public comments.

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

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

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

10) **PUBLIC HEARINGS:** None

11) **DEFERRED BUSINESS:** None

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

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

   Public comments by John Pallares.

   **No action; informational item only.**

13) **REPORTS FROM COMMISSIONS AND COMMITTEES:**
   a. Kern Economic Development Corporation (Garcia)

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

b. Kern Council of Governments (Reyna)

   **Council member Reyna reported:**
   - Next Meeting on Thursday, March 9, 2023

c. Wasco Task Force (Reyna & Medina)

   **Council Member Medina reported:**
   - The first meeting of the year will be Thursday, March 9, 2023, at 6:00 pm at the Old Courthouse.
14) REPORTS FROM KC FIRE AND SHERIFF:
   a. Kern County Fire Department (Appleton)
      No reports – Chief Appleton absent
   b. Kern County Sheriff’s Department
      Sergeant Shinn gave the recent crime reports.
      • Introduced new Senior Deputy Officer, Disquite

15) REPORTS FROM THE CITY MANAGER:
   City Manager Hurlbert updated the council on the following:
   • Wasco Task Force meeting to be held Thursday, March 9, 2023.
   • Spay and Neuter event to be held March 30, 2023.
   • Community Breakfast Meeting to be held April 5, 2023, at the old courthouse.
   • Thanked the council and staff for the productive workshop on Saturday, March 4, 2023.

16) REPORTS FROM THE CITY COUNCIL:
   Mayor Pro Tem Garcia:
   • Thanked the council and staff for the opportunity to attend the meeting on Saturday.
   • Joined the Read Across America at Teresa Burke
   • Attended the Ross Dress For Less Store Grand Opening.

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

17) CLOSED SESSION: NONE

18) CLOSED SESSION ACTION: NONE

19) ADJOURNMENT:
   Mayor Martinez adjourned the meeting at 6:33 pm.

Yolanda Tinajero, Deputy City Clerk

Vincent Martinez, Mayor
REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:
Mayor Pro Tem Garcia called the meeting to order at 6:04 pm.

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

3) FLAG SALUTE: led by Mayor Pro Tem Garcia

4) INVOCATION: by Pastor, Free Will Baptist Church

5) PRESENTATIONS: None

14) REPORTS FROM KC FIRE AND SHERIFF:
a. Kern County Fire Department (Appleton)
   Fire Chief Appleton gave recent fire reports.

6) PUBLIC COMMENTS:
The following residents expressed their safety concerns regarding property 1224 Lily Street:
   • John Martinez
   • Danny Scott
   • Christina Murillo

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

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None
CITY COUNCIL BUSINESS:
9) CONSENT CALENDAR:
The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

a. Receive and File department payments totaling $699,751.25

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

c. Receive and File the Investment Report for the month ended January 31, 2023, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines

No public comments.

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

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

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

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

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

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

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

   AYES:          GARCIA, MEDINA, REYNA, SALDAÑA
   NOES:          NONE
   ABSTAIN:       NONE
   ABSENT:        MARTINEZ
10) PUBLIC HEARINGS:

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

Oral presentation by Community Development Director Cobb.

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

No public comments.

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

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

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

b. Adopt a Resolution Authorizing the City Manager or Designee to Sign and File, for and on behalf of the City of Wasco, a Financial Assistance Application for a funding Agreement from the State Water Resources Control Board for the Planning, Design, and Construction of the Water System Improvements and Treatment Project for an estimated Amount of $44,283,872.00 and Adopt the Mitigated Negative Declaration for the project.
Reso#2023-3861

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

Mayor Martinez opened the public hearing at 6:39 pm

No public comments.

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

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

AYES: GARCIA, MEDINA, REYNA, SALDAÑA
NOES: NONE
ABSTAIN: NONE
ABSENT: MARTINEZ
c. Conduct a public hearing to receive oral comments concerning unmet transit needs, consider comments, if any, and adopt the Resolution Establishing Unmet Transit Needs Finding for Fiscal Year 2023-2024 and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines. 

Reso#2023-3860

Oral presentation by City Clerk Martinez.

Mayor Martinez opened the public hearing at 6:42 pm

No public comments.

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

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

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

11) **DEFERRED BUSINESS:** None

12) **NEW BUSINESS:**

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

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

No public comments.

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

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

Reso#2023-3862

Oral presentation by City Manager Hurlbert.

No public comments.

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

- **AYES:** GARCIA, MEDINA, REYNA, SALDANA
13) REPORTS FROM COMMISSIONS AND COMMITTEES:
   a. Kern Economic Development Corporation (Garcia)
      Mayor Pro Tem Garcia:
      The next meeting will be in April.
   b. Kern Council of Government (Reyna)
      Council Member Reyna:
      - We are getting two projects funded; beacons and flashing lights located on
        the crossings of 8th Street and Highway 43, and a HAWK System on Poplar
        Avenue and Highway 46, total funding amount of $790,070.
      - Had an opportunity to speak to the Chairman of the Transportation
        Commission regarding concerns of the city.
   c. Wasco Task Force (Reyna & Medina)
      Council Member Medina:
      - Had a Kickoff meeting a week and a half ago.
      - The meetings will be on the first Thursday of every month at 6:00 PM.
      - A survey is being created for feedback from past attendees

14) REPORTS FROM KC FIRE AND SHERIFF:
   b. Kern County Sheriff’s Department (Shinn)
      Sargent Shinn gave a PowerPoint presentation on recent crimes.

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

16) REPORTS FROM THE CITY COUNCIL:
   Council Member Reyna:
   - Concerned regarding potential flooding coming to Wasco and the need to
     be prepared shall the need arise.
   - Commended Mayor Martinez and the Public Works Director for taking an
     immediate interest in helping the community up north.
• Attended the EOC meeting on Wednesday along with Mayor Pro Tem Garcia and Council Member Medina.
• Thanked all the staff that participated in helping the City of McFarland with its flooding problem.

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

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

17) CLOSED SESSION:
   a. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
      Significant exposure to litigation pursuant to GC 54956.9(d)(2).(e)(1): one potential case.

18) CLOSED SESSION ACTION:
   City Manager Hurlbert reported out.
   a. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
      Significant exposure to litigation pursuant to GC 54956.9(d)(2).(e)(1): one potential case.
      No reportable action.

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

______________________________________
Maria O. Martinez, City Clerk

______________________________________
Alex Garcia, Mayor Pro Tem
TO: Honorable Mayor and Council Members
FROM: M. Scott Hurlbert, City Manager
        Luis Villa, Public Works Director
DATE: May 16, 2023
SUBJECT: Adopt a Resolution Authorizing The City Manager or Designee to Enter into an Agreement with JTS Construction, Inc. for the Central Avenue Park Project in the amount of $2,042,500.00 and allowing the City Manager or Designee to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of $25,000.

Recommendation:
Staff recommends the City Council:

1) Adopt a Resolution Authorizing the City Manager or designee to Enter into an Agreement with JTS Construction, Incorporated for the Central Avenue Park Project in the amount of $2,042,500.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $25,000.

2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

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

Discussion:
The Central Avenue Park Project consists of complete street improvements and a full-function park. The street improvements will be to widen to full width the East side of Central Avenue and the North side of Filburn at their intersections to match Filburn to the East and Central to the North. The park improvements will include a full-purpose park, including a large grass area, sidewalks, lighting, workout and play equipment, a basketball court, and various types of plants to enjoy.
The location of the park was chosen due to an unimproved gap nearby the newly developed Tract 7311.

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

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

Staff received two bids from Contractors as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>JTS Construction</td>
<td>$2,042,500.00</td>
</tr>
<tr>
<td>Bowman Asphalt</td>
<td>$2,216,270.05</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Of the remaining Park Improvement Funds, subtracting the bid portion of $1,818,896.60, we are left with $312,261.05 for project management, contingencies, and the purchase costs.
of additional park equipment. If these remaining funds are surpassed, we have ample funds to pull from, as mentioned above, left over from the Street Widening portion of the funds.

**Project Funding Sources**

<table>
<thead>
<tr>
<th>Grant Agrmt # U29189-0</th>
<th>Resolution No. 2021-3580</th>
<th>Prior Years</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
<th>2025-26</th>
<th>2026-27</th>
<th>Total</th>
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<tr>
<td>General Fund 22013-1</td>
<td>780,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>780,000</td>
</tr>
<tr>
<td>Urban Greening Grant 22013-2</td>
<td>305,000</td>
<td>1,705,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,100,000</td>
</tr>
<tr>
<td>Park Impact Fees 22013-3</td>
<td>120,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>120,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,175,000</td>
<td>1,825,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000,000</td>
</tr>
</tbody>
</table>

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

**Attachments:**
1. Resolution
2. Agreement
3. Bid Summary
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>CODE</th>
<th>MEASURE</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation &amp; Grading CY 6,461</td>
<td>16.50</td>
<td>$106,606.50</td>
<td>21.05</td>
<td>$136,004.05</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hot Tap 2&quot; Service, 2&quot; Service Line, Meter with box &amp; Backflow</td>
<td>1</td>
<td>$15,300</td>
<td>8,150</td>
<td>$8,150</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>4&quot; PVC Storm Drain LF 350</td>
<td>43.65</td>
<td>$15,277.50</td>
<td>38.91</td>
<td>$13,618.50</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>6&quot; PVC Storm Drain LF 370</td>
<td>67.30</td>
<td>$24,901.00</td>
<td>41.69</td>
<td>$15,425.30</td>
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<tr>
<td>5</td>
<td>10&quot; PVC Storm Drain LF 150</td>
<td>92.50</td>
<td>$13,875.00</td>
<td>72.93</td>
<td>$10,939.50</td>
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<tr>
<td>6</td>
<td>12&quot; PVC Storm Drain LF 270</td>
<td>105.35</td>
<td>$28,444.50</td>
<td>74.23</td>
<td>$20,042.10</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Storm Drain Tie-in EA. 1</td>
<td>$5,170.00</td>
<td>$5,170.00</td>
<td>1,530</td>
<td>$1,530</td>
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<tr>
<td>8</td>
<td>24&quot; U23 Catch Basin w/U21-HY Grates EA. 4</td>
<td>$6,970.00</td>
<td>$27,880.00</td>
<td>6,241</td>
<td>$24,964.64</td>
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<tr>
<td>9</td>
<td>4&quot; Drainage Inlet with Brass Drain Covers EA. 9</td>
<td>$750.00</td>
<td>$6,750.00</td>
<td>280</td>
<td>$2,524.50</td>
<td></td>
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<tr>
<td>10</td>
<td>6&quot; Green Atrium Drain Inlet with Grade NDS80 EA. 3</td>
<td>$1,250.00</td>
<td>$3,750.00</td>
<td>357</td>
<td>$1,071.00</td>
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<tr>
<td>11</td>
<td>6&quot; Concrete Curb LF 475</td>
<td>28.50</td>
<td>$13,537.50</td>
<td>125</td>
<td>$59,375.00</td>
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<tr>
<td>12</td>
<td>12&quot; Concrete Mow Curb LF 775</td>
<td>25.00</td>
<td>$19,375.00</td>
<td>49.42</td>
<td>$38,300.50</td>
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<tr>
<td>13</td>
<td>4&quot; Thick Concrete Sidewalk SF 10,400</td>
<td>8.40</td>
<td>$87,360.00</td>
<td>22.95</td>
<td>$238,680.00</td>
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<tr>
<td>14</td>
<td>4&quot; Basketball Court SF 4,200</td>
<td>14.20</td>
<td>$59,640.00</td>
<td>2.80</td>
<td>$11,760.00</td>
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<tr>
<td>15</td>
<td>6&quot; Traffic Rated Concrete SF 12,300</td>
<td>9.75</td>
<td>$119,925.00</td>
<td>2.85</td>
<td>$35,055.00</td>
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<tr>
<td>16</td>
<td>ADA Ramp EA. 2</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
<td>4,081</td>
<td>$8,162.00</td>
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<tr>
<td>17</td>
<td>Seat Wall LF 240</td>
<td>290.00</td>
<td>$69,600.00</td>
<td>247.03</td>
<td>$16,712.50</td>
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<tr>
<td>18</td>
<td>CMU Wall LF 340</td>
<td>390.00</td>
<td>$132,600.00</td>
<td>493.12</td>
<td>$167,660.80</td>
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<tr>
<td>19</td>
<td>ADA Signage EA. 2</td>
<td>$640.00</td>
<td>$1,280.00</td>
<td>318.75</td>
<td>$637.50</td>
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<tr>
<td>20</td>
<td>ADA Parking Striping LS 1</td>
<td>$1,600.00</td>
<td>$1,600.00</td>
<td>1,593</td>
<td>$1,593.75</td>
<td></td>
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<tr>
<td>21</td>
<td>Site Lighting poles &amp; Foundations EA. 26</td>
<td>$6,200.00</td>
<td>$161,200.00</td>
<td>7,551</td>
<td>$196,351.22</td>
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<tr>
<td>22</td>
<td>Pedestrian Lighting Poles and Foundations EA. 4</td>
<td>$4,900.00</td>
<td>$19,600.00</td>
<td>6,326</td>
<td>$25,304.00</td>
<td></td>
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<tr>
<td>23</td>
<td>Astronomical Clock &amp; Main Panel LS 1</td>
<td>$9,500.00</td>
<td>$9,500.00</td>
<td>4,202</td>
<td>$4,202.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Basketball Court and Track Area LS 1</td>
<td>$18,000.00</td>
<td>$18,000.00</td>
<td>451.86</td>
<td>$4,510.00</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Track Field Lights EA. 9</td>
<td>$3,000.00</td>
<td>$36,000.00</td>
<td>27.61</td>
<td>$538.60</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Under lighting for 24&quot; light pole LS 1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>3,355</td>
<td>$6,710.33</td>
<td></td>
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<tr>
<td>27</td>
<td>Landscape and Irrigation SF 65,000</td>
<td>9.05</td>
<td>$588,250.00</td>
<td>8.40</td>
<td>$546,000.00</td>
<td></td>
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<tr>
<td>28</td>
<td>Dust and SWPPP Control LS 1</td>
<td>$25,600.00</td>
<td>$25,600.00</td>
<td>7,650.00</td>
<td>$7,650.00</td>
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<tr>
<td>29</td>
<td>Traffic Control &amp; Ped Safety Plan LS 1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>12,112.50</td>
<td>$12,112.50</td>
<td></td>
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<tr>
<td>30</td>
<td>Site Development Banking (Acropolis) LS 1</td>
<td>$32,000.00</td>
<td>$32,000.00</td>
<td>92,309.75</td>
<td>$92,309.75</td>
<td></td>
</tr>
</tbody>
</table>

**Bids Opened 05/04/2023 @ 2:00 PM S&B Sons JTS Construction**
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Class 2 base TONS</td>
<td></td>
<td>588</td>
<td>49.30 $</td>
<td>28,988.40 $</td>
</tr>
<tr>
<td>37</td>
<td>Type A HMA TONS</td>
<td></td>
<td>484</td>
<td>155.00 $</td>
<td>75,020.00 $</td>
</tr>
<tr>
<td>38</td>
<td>Curb and Gutter LF</td>
<td></td>
<td>273</td>
<td>47.00 $</td>
<td>12,831.00 $</td>
</tr>
<tr>
<td>39</td>
<td>V-Gutter LF</td>
<td></td>
<td>345</td>
<td>32.00 $</td>
<td>11,040.00 $</td>
</tr>
<tr>
<td>40</td>
<td>Adjust sewer manhole to grade EA.</td>
<td></td>
<td>2</td>
<td>2,000.00 $</td>
<td>4,000.00 $</td>
</tr>
<tr>
<td>41</td>
<td>Install Catch Basin with Grate</td>
<td></td>
<td>1</td>
<td>9,120.00 $</td>
<td>9,120.00 $</td>
</tr>
<tr>
<td>42</td>
<td>Install 18&quot; SDR-35 Storm Drain Pipe</td>
<td></td>
<td>109</td>
<td>81.00 $</td>
<td>8,829.00 $</td>
</tr>
<tr>
<td>43</td>
<td>Reconstruct Storm Drain Manhole</td>
<td></td>
<td>1</td>
<td>7,690.00 $</td>
<td>7,690.00 $</td>
</tr>
<tr>
<td>44</td>
<td>Install 12&quot; Solid Limit line</td>
<td></td>
<td>1</td>
<td>9,951.70 $</td>
<td>9,951.70 $</td>
</tr>
<tr>
<td>45</td>
<td>Install 6&quot; Yellow Centerline LF</td>
<td></td>
<td>683</td>
<td>1.00 $</td>
<td>683.00 $</td>
</tr>
<tr>
<td>46</td>
<td>Install 6&quot; Centerline (Detail 22)</td>
<td></td>
<td>200</td>
<td>4.00 $</td>
<td>800.00 $</td>
</tr>
<tr>
<td>47</td>
<td>Install 6&quot; Bike Lane</td>
<td></td>
<td>1</td>
<td>1,004.80 $</td>
<td>1,004.80 $</td>
</tr>
<tr>
<td>48</td>
<td>Install 8&quot; Channelizing Stripe</td>
<td></td>
<td>95</td>
<td>1.30 $</td>
<td>123.50 $</td>
</tr>
<tr>
<td>49</td>
<td>Install Gore Striping 8&quot;</td>
<td></td>
<td>74</td>
<td>1.30 $</td>
<td>96.30 $</td>
</tr>
<tr>
<td>50</td>
<td>Install white Pavement Markings</td>
<td></td>
<td>74</td>
<td>4.00 $</td>
<td>296.00 $</td>
</tr>
<tr>
<td>51</td>
<td>Remove Existing Traffic Stripe LF</td>
<td></td>
<td>582</td>
<td>2.00 $</td>
<td>1,164.00 $</td>
</tr>
<tr>
<td>52</td>
<td>Remove Existing Pavement Markings</td>
<td></td>
<td>22</td>
<td>6.40 $</td>
<td>140.80 $</td>
</tr>
<tr>
<td>53</td>
<td>Install Hydrant markers</td>
<td></td>
<td>1</td>
<td>32.00 $</td>
<td>32.00 $</td>
</tr>
<tr>
<td>54</td>
<td>Install R1-1 Sign</td>
<td></td>
<td>4</td>
<td>640.00 $</td>
<td>2,560.00 $</td>
</tr>
<tr>
<td>55</td>
<td>Install R1-3p Sign</td>
<td></td>
<td>2</td>
<td>100.00 $</td>
<td>200.00 $</td>
</tr>
<tr>
<td>56</td>
<td>Install R7-9 Sign</td>
<td></td>
<td>4</td>
<td>600.00 $</td>
<td>2,400.00 $</td>
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<tr>
<td>57</td>
<td>Temporary Traffic Control</td>
<td></td>
<td>1</td>
<td>20,000.00 $</td>
<td>20,000.00 $</td>
</tr>
</tbody>
</table>

**TOTAL:** $2,042,500.00 $2,216,270.05
RESOLUTION NO. 2023 -

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

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

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

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

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

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

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

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

SECTION 2: the City Manager or his/her designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding $25,000.00.
I HEREBY CERTIFY that the foregoing Resolution No. 2023.- was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: ______________

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco
AGREEMENT NO. 2023 –

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

WITNESSETH:

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

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

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

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

3. Contractor shall perform the Services for a total price not to exceed $2,042,500.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or designee and the City Council.

4. Contractor shall complete the Services within 180 working days from issuance of a Notice to Proceed pursuant to the Caltrans 5-day workday calendar.

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

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

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

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

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

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

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

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

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

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th
15. If any action is commenced between the parties concerning any provision of 
this Agreement or the rights and duties of any party in relation thereto or the interpretation 
of this Agreement, the prevailing party shall be entitled, in addition to such other relief as 
may be granted, to a reasonable sum for the party's attorney fees in such action.

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

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

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

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

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

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

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

23. Time is of the essence with regard to each covenant, condition, and provision 
of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

_________________________________
M. Scott Hurlbert, City Manager
City of Wasco, California, "City"

JTS Construction, Inc.
"Contractor"

By: _____________________________
    Shellie Anderson
## Bid Proposal for Central Avenue, Wasco, CA

### Park Site Only

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Price Per Unit</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Excavation and Grading</td>
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<td>2</td>
<td>Hot Tap 2-inch Service, 2-Inch Service Line, Meter with Box and Backflow Preventer</td>
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<tr>
<td>3</td>
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<td>12&quot; PVC Storm Drain</td>
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<td>Storm Drain Tie-in</td>
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<td>8</td>
<td>24&quot; U23 Catch Basin w/ U21-HY Grates</td>
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<td>9</td>
<td>4&quot; Drainage Inlet with Brass Drain Covers NDS90L0</td>
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<td>6&quot; Thick Concrete - Traffic Rated</td>
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<td>Accessible Concrete Curb Ramp</td>
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<td>Seat Wall</td>
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<td>18</td>
<td>6-Foot CMU Block Wall</td>
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<td>ADA Parking Signs</td>
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<td>Pavement Parking Stall Striping Incl. ADA Stalls</td>
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<td>21</td>
<td>3-foot Parking Bumpers</td>
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<td>Site Lights: Reinforced Concrete Foundation, Mounting Pole &amp; Fixture: Lithonia # RAD7LED P4-k MVOLT-PT4-FIR-PE</td>
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<td>Total Price</td>
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<td>23</td>
<td>Pedestrian Lights: Reinforced Concrete Foundation, Mounting Pole &amp; Fixture: Lithonia RSX2-P1-50K-R3-RSS-MVOLT</td>
<td>4</td>
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<td>4,900 - 9,600</td>
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<td>24</td>
<td>Astronomical Clock, Main Electrical Panel</td>
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<td>25</td>
<td>Basketball Court Panel and Time Clock</td>
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<td>ls</td>
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<td>9,000 - 9,000</td>
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<tr>
<td>26</td>
<td>N-36 Pull/Splice Boxes</td>
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<td>3,200 - 16,000</td>
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<td>27</td>
<td>1-1/2 inch Conduit with (4) #2 Cu Wire</td>
<td>800</td>
<td>If</td>
<td>33 - 57</td>
<td>28,400 - 16,425</td>
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<td>28</td>
<td>1 inch Conduit with (3) #8 Cu Wire</td>
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<td>116,469 - 116,469</td>
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<td>29</td>
<td>Installation of City-Furnished Park Site Furnishings, Exercise Equipment, Tot Lot, Booster Pump, Bike Racks, Plant Material, Wood Fiber &amp; Play Chips</td>
<td>1</td>
<td>LS</td>
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<td>3,500 - 7,000</td>
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<td>30</td>
<td>Installation of City-Furnished Park Basketball Goals</td>
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<td>31</td>
<td>Landscape and Irrigation</td>
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<td>sf</td>
<td>2.5 - 8.5</td>
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<td>32</td>
<td>Dust and SWPPP/Erosion Control BMP's and Maintenance</td>
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<td>33</td>
<td>Traffic Control &amp; Pedestrian Safety Plan</td>
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<td>3,000 - 3,000</td>
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**Subtotal Park Improvement - Items 1 through 33:**

**Street Improvements**

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<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Price Per Unit</th>
<th>Total Price</th>
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<tr>
<td>34</td>
<td>Site Demolition, Grading, Balance Roadway/Site To New Grade, Haul-Off Excess Material</td>
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<td>Is</td>
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<td>35</td>
<td>Scarify Native Material &amp; Compact To 95%</td>
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<td>11 -</td>
<td>5,662 - 5,967</td>
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<td>36</td>
<td>Class 2 Aggregate Base</td>
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<td>37</td>
<td>Type &quot;A&quot; Hot Mix Asphalt</td>
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<td>155.6 - 155.6</td>
<td>75,020 -</td>
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<td>38</td>
<td>Install Curb &amp; Gutter</td>
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<td>If</td>
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<td>12,831 -</td>
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<td>39</td>
<td>Install V-Gutter &quot;Modified&quot;</td>
<td>345</td>
<td>If</td>
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<td>11,040 -</td>
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<td>40</td>
<td>Adjust Sewer Manhole Cover To Grade</td>
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<td>3000 -</td>
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<td>41</td>
<td>Install Catch Basin With Grate</td>
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<td>11,200 - 9,000</td>
<td>9,120 -</td>
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<td>42</td>
<td>Install 18&quot; SDF-35 PVC Storm Drain Pipe</td>
<td>109</td>
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<td>8,829 -</td>
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<td>43</td>
<td>Reconstruct Storm Drain Manhole</td>
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<td></td>
<td>Description</td>
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<td>Unit</td>
<td>Rate</td>
<td>Amount</td>
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<td>44</td>
<td>Install 12&quot; Solid Limit Line - 2 Coat Paint</td>
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<td>45</td>
<td>Install 6&quot; Yellow Centerline - Detail 2 - 2 Coat Paint</td>
<td>683</td>
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<td>46</td>
<td>Install 6&quot; Yellow Centerline - Detail 22 - 2 Coat Paint</td>
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<td>47</td>
<td>Install 6&quot; Bike Lane Line - Detail 39 &amp; 39a - 2 Coat Paint</td>
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<td>Install 8&quot; White Channelizing Stripe - Detail 38 - 2 Coat Paint</td>
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<td>Install Gore Striping 8&quot; White Line - 2 Coat Paint</td>
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<td>50</td>
<td>Install White Pavement Markings - 2 Coat Paint</td>
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<td>51</td>
<td>Remove Existing Traffic Stripe</td>
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<td>Remove Existing Pavement Markings</td>
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<td>Furnish and Install Blue Retroreflective Fire Hydrant Marker</td>
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<td>54</td>
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<td>Furnish and Install R7-9 Sign - (12&quot;X12&quot;)</td>
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<td>Temporary Traffic Control</td>
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Subtotal Street Improvements - Items 34 through 57: 213,603.40

Total Bid Price - All Items 1 through 57: 2,042,570.60

TOTAL BID AMOUNT: $2,042,570.60

Acknowledgment of Addenda
Addendum No. Initial

Signature
TO:         Honorable Mayor and Council Members

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

DATE:       May 16, 2023

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

Recommendation:

1) Adopt a Resolution Authorizing the City Manager or Designee to Enter into an Agreement with John Kular Consulting in an amount not to exceed $129,980.00 for Engineering Services Related to the Wastewater Master Plan Update.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

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

Discussion:
The City of Wasco received a $125,000.00 grant from the Department of Housing and Community Development to Update the City’s current Wastewater Master Plan. The City’s Wastewater Master Plan was last updated in 2007 and since then Wasco has progressed into a more fully developed community. Many of the projections for growth and flow assumptions in the current wastewater masterplan need to be re-evaluated due to the scarce potable water supply and State’s emphasis on groundwater sustainability. This project will be a great benefit to the entire community of 24,046 household residents (CA Dept. of Finance, 2020). By updating the wastewater master Plan, the city will ensure that the existing wastewater treatment system and infrastructures
are adequate to serve the existing population and allow the city to plan accordingly for growth anticipated in the community through 2045.

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

**Bid Results**

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

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

**Attachment:**
1. Resolution
2. Agreement
3. Bid Results
City of Wasco
Bid Results
Date: 4/13/2023

WasteWater Master Plan Update

<table>
<thead>
<tr>
<th>Company</th>
<th>Date Received</th>
<th>Time Received</th>
<th>Time Opened</th>
<th>Bid Proposals $</th>
<th>Addendum</th>
<th>Bid Bond</th>
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<td>4/13/2023</td>
<td>11:02 AM</td>
<td>2:00 PM</td>
<td>$129,980.00</td>
<td>YES</td>
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<td>Cannon</td>
<td>4/13/2023</td>
<td>2:07 PM</td>
<td>2:02 PM</td>
<td>$373,700.00</td>
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Xochitl Nieto
City of Wasco
Admin Assitant I
A RESOLUTION OF THE CITY COUNCIL OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH JOHN KULAR CONSULTING IN AN AMOUNT NOT TO EXCEED $129,980.00 FOR ENGINEERING SERVICES RELATED TO THE WASTEWATER MASTER PLAN UPDATE.

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

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

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

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

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

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

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

SECTION 1: Authorizes The City Manager or designee to enter into a Standard Agreement with John Kular Consulting in the amount of $129,980.00.
I HEREBY CERTIFY that the foregoing Resolution No. 2023 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:
AYES: 
NOES: 
ABSTAIN: 
ABSENT: 

__________________________
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: ________________

__________________________
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco
CONSULTANT SERVICES AGREEMENT NO. 2023 -

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

WITNESSETH:

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

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

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

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

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

4. The Services shall be completed on or before 250 Days from issuance of notice to proceed, provided, however, that if the parties wish to extend the term of the Agreement, the City Manager is authorized to do so on behalf of the City in his sole discretion and without further approval of the City Council. Notwithstanding the foregoing, City may terminate this Agreement at any time upon ten (10) days prior written notice to Consultant in which event, if termination is without cause, Consultant shall be
entitled to that portion of the Fee represented by the amount of the Services performed by Consultant to the date of termination as reasonably determined by City. If termination is for cause, no compensation shall be payable for the Services performed in breach of this Agreement.

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

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

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

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

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

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

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and Federal Requirements.
   - Appendix II to 2 CFR Part 200
   - Title VI of the Civil Rights Act of 1964.
   - CDBG Conflict of Interest (24 CFR 570.489(h)).
   - Access to records.
   - Executive Order 11246—Equal Employment Opportunity
   - Executive Order 12138—Women Business Enterprise Policy.
   - Age Discrimination Act of 1975.
   - Section 3 Clause—Housing and Urban Development Act of 1968.
   - Executive Order 11063.
   - Davis Bacon and Related Acts.

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

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

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

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

15. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.
16. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

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

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

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

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

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

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

For City,

M. Scott Hurlbert, City Manager

John Kular Consulting

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

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

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

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

1. 25-Year Horizon
2. Summary and description of the Wastewater System.
3. Evaluation of the existing Wastewater Collection System and identification of hydraulic deficiencies with maintenance and mitigation recommendations based upon Master Plan projected growth.
4. Evaluation of the existing Wastewater Treatment Plant/disposal facilities and identification of deficiencies with maintenance and mitigation recommendations based upon Master Plan projected growth.
5. Cost estimate for required improvements to the collection system to ensure adequate capacity
for both summer and winter time flows to ensure overflow events do not occur.

6. Cost estimate for required improvements to the wastewater treatment plant and disposal facilities to ensure adequate capacity for Master Plan projected growth.

7. A short and long-term capital improvement plan (CIP) to address identified deficiencies including prioritization, alternatives, analysis, and schedules. The CIP shall include increases in pipe size, I&I reduction programs, increases in redundancy and pumping capacity, and storage, treatment/disposal facility modifications.

8. Recommendation of updates to the operational structure of the Wastewater Collection and Facility System.

9. Identification of any regulatory concerns for the collection and facilities system.

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

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

DATE: May 16, 2023

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

Recommendation:

Staff recommends the City Council:

1) Adopt a Resolution Authorizing the City Manager or designee to Enter into an Agreement with Loop Electric, Inc. for the 1st – 5th Street Lighting Project in the amount of $401,906.00 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of $10,000.

2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:

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

Discussion:

The need for lighting in the areas of 1st – 5th Street between Birch Avenue and Poplar Avenue was brought to Staff’s attention in late 2021. City Staff has been doing preliminary work to prepare for this Project since November of 2021. This process started with an application to PG&E to provide electrical service in 3 separate locations to power the future lighting. The waiting process for the PGE design was around 6 months. Once plans were developed by PG&E, City Crews installed (3) pull boxes and conduits up to existing
PG&E poles for wire to be run through. Once this was completed staff then had to wait roughly 10 weeks for PG&E to install their wire. The next step was design which was performed by consultant BHT Engineering and was completed around April of this year at which time this Project was put out to bid.

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

Staff received 2 bids from Contractors as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loop Electric</td>
<td>$401,906.00</td>
</tr>
<tr>
<td>AC Electric</td>
<td>$528,425.00</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**Attachments:**
1. Resolution
2. Agreement
3. Bid Summary
## City of Wasco

**Streetlights Improvements - Various Locations**

### Bids Summary

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

Total Bids Received/opened = 2

### Items and Prices

<table>
<thead>
<tr>
<th>NO.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>EST. QNTY.</th>
<th>PRICE PER UNIT</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site demolition, cut &amp; haul-off excess material, boring pits and jacking, restoration and clean-up</td>
<td>L.S. 1</td>
<td></td>
<td>$18,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Furnish and install electrical service unmetered pedestals, including foundations, conduits and wiring to PG&amp;E service hand-hole, and bollards per plans</td>
<td>EA 2</td>
<td></td>
<td>$11,000.00</td>
<td>$22,000.00</td>
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<td>3</td>
<td>Furnish and install pull boxes per plans</td>
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<td>$1,200.00</td>
<td>$27,600.00</td>
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<td>4</td>
<td>Furnish and install street poles and luminaires, footing, conduits and related electrical items per plans</td>
<td>EA 20</td>
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<td>$14,000.00</td>
<td>$280,000.00</td>
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<td>5</td>
<td>Furnish and install HDPE electrical raceway NEMA TC-7 (SCH 40), directional bore installation, including required wiring per plans.</td>
<td>LF 4,700</td>
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<td>$24.00</td>
<td>$112,800.00</td>
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<td>6</td>
<td>Temporary traffic control</td>
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<td>7</td>
<td>Prepare and implement erosion control plan</td>
<td>L.S. 1</td>
<td></td>
<td>$4,000.00</td>
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</table>

**Construction Subtotal:** $482,400.00

**Contingency (10%):** $48,240.00

**Total Construction:** $530,640.00

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**Advertising:** $1,500.00

**Preliminary Engineering:** $47,600.00

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

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

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**BID TOTAL:** $401,906.00

**BID TOTAL:** $528,425.00

---

**Loop Electric**

<table>
<thead>
<tr>
<th>PRICE PER UNIT</th>
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<tr>
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<tr>
<td>$12,330.50</td>
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<td>$7,500.00</td>
<td>$15,000.00</td>
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</table>

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

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**AC Electric**

<table>
<thead>
<tr>
<th>PRICE PER UNIT</th>
<th>TOTAL COST</th>
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<tr>
<td>$17,500.00</td>
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<td>$45,500.00</td>
</tr>
<tr>
<td>$7,500.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**Total Estimated Project Cost:** $632,804.00
THIS AGREEMENT made this 16th day of May 2023, by and between the CITY OF WASCO, hereinafter "City", and Loop Electric, Inc., a California Corporation, hereinafter "Contractor,"

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email—
CityClerk@cityofwasco.org; and Contractor — Kimberley Kitsch, Email — Kim@loopelectric.com Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

For City,

_________________________________
M. Scott Hurlbert, City Manager

Loop Electric, Inc.
"Contractor"

By: _____________________________
   Kimberley Kitsch
## BID SCHEDULE
**CITY OF WASCO**  
**STREETLIGHTS INSTALLATION**  
**VARIOUS LOCATIONS**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QNTY.</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SITE DEMOLITION, CUT &amp; HAUL-OFF EXCESS MATERIAL, BORING PITS AND JACKING,</td>
<td>L.S</td>
<td>1</td>
<td>25,000.00</td>
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<td>RESTORATION AND CLEAN-UP</td>
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<td>2</td>
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<td>HANDBOLES, AND BOLLARDS PER PLANS</td>
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<td>FURNISH AND INSTALL PULL BOXES PER PLANS</td>
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<td>5</td>
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<td>FIRE INSTALLATION, INCLUDING REQUIRED WIRING PER PLANS</td>
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<td>L.S</td>
<td>1</td>
<td>7,500.00</td>
<td>7,500.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID: 840,906.00**

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**Acknowledgement of Addenda**

**Addendum No.** 1  
**Initial:** AK

**Signature:**  
**Printed Name / Title:**  
**Company:**  
**Contractor's License Number / Expiration Date:**

**Selection of Bidder**

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

**INCLUDE WITH BID**
RESOLUTION NO. 2023 -

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

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

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

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

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

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

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

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

SECTION 2: Authorizes the City Manager or designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding $10,000.00.
I HEREBY CERTIFY that the foregoing Resolution No. 2023- was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 16, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

__________________________
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: ________________

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco
TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
       Charles V. Fivecoat, Chief of Police

DATE: May 16, 2023

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

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

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

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

Chapter 2.36 of the Wasco Municipal Code will be replaced in its entirety to conform
with the current language provided by Commission on Peace Officer Standards and
Training (POST). The original section was approved by the City Council of the City of
Wasco via Ordinance No. 98 in 1961. California legislation regarding Law Enforcement
Officers has greatly changed throughout the years and Ordinance No. 98 needed
several updates in order to meet today’s standards. A copy of the updated language is attached to this staff report for City Council’s review.

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

**Attachments:**
1. Ordinance
ORDINANCE NO. 2023 - ______

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

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

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

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

Chapter 2.36

PEACE OFFICER STANDARDS AND TRAINING

Sections:

2.36.010 Declaration to receive state aid

2.36.020 Adherence to standards

2.36.030 POST Inquiries

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

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

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

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

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

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

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

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

-PASSED AND ADOPTED- at a regular meeting of the City Council of the City of Wasco on the day _____ of ________, 2023, by the following votes:

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

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: ____________________

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

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