



AGENDA

Regular City Council Meeting,

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

Tuesday, November 1, 2022 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may choose to participate in person or by video conference. The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. The public may participate via the following options:

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Public comments regarding matters on the agenda may be made in person or via email. If you wish to comment on a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. November 1, 2022. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. November 1, 2022.

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

REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez
- 3) **FLAG SALUTE:** by Ivory Murrillo, daughter of Evelyn Murrillo
- 4) **INVOCATION:** by Manuel Cantu, Lifehouse Church
- 5) **PRESENTATIONS: NONE**

6) PUBLIC COMMENTS:

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

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

7) SUCCESSOR AGENCY BUSINESS: NONE

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and file department payments totaling \$236,396.03
- b. Approval of Minutes for:
 - 1. Regular Meeting, June 21, 2022
 - 2. Regular Meeting, September 20, 2022
 - 3. Regular Meeting, October 18, 2022
- c. Receive and File the Investment Report for the month ended September 30, 2022.
- d. Approval of Travel Expenses Exceeding \$500.00 for the Finance Director Isarel Perez-Hernandez to attend the California Public Finance Officers Association (CSMFO) 2022 Annual Weekend Training Seminar on November 04th - November 06th, 2022, in Long Beach California.
- e. Adopt a Resolution approving a License Agreement with the Bakersfield Police Department for use of the Former Farm Labor Campsite to conduct law enforcement training activities, authorize the City Manager or his Designee to execute the License Agreement.
- f. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement Including Subsequent Amendments with Samsara, Inc. to Provide Global Positioning System (GPS) Hardware and Service on Forty-Six City Vehicles in an Amount of \$9,220.24/First-Year.

10) PUBLIC HEARINGS:

- a. Adopt a Resolution Approving the Issuance of the California Municipal Finance Authority Multi-Family Housing Revenue Bonds in an Aggregate Principal Amount not to exceed \$15,000,000 for the Purpose of Financing or Refinancing the

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Update and Direction by the City Council to Staff regarding the High-Speed Rail Agreements. (Hurlbert)

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

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

14) REPORTS FROM KC FIRE AND SHERIFF:

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

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION:

- a. **PUBIC EMPLOYEE APPOINTMENT** per GC SECTION 54957
Title: Chief of Police

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on October 28, 2022, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.



Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review on the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280, during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

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

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



Bill Pay

Council Meeting: November 01, 2022

WARRANTS	AMOUNTS
G101122	24,550.64
G101222	9,564.76
G101022	10,669.72
A100322	13,455.44
A101022	5,501.79
G101922	107,456.34
G101722	64,798.34
G102022	399.00
Grand Total	236,396.03

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel
Perez-Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.org
C = US
Date: 2022.10.26 14:48:38
+08'00'

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G101122	PACE ANALYTICAL SERVICES, INC	5694	B458852	24196	WW SAMPLE TEST: 9/6/22 INFLUENT MONITORING	166.16
2	G101122	PACE ANALYTICAL SERVICES, INC	5694	B458869	24196	WW SAMPLE TEST: 9/8/22 INFLUENT MONITORING	76.02
3	G101122	PACE ANALYTICAL SERVICES, INC	5694	B459019	24196	WTR SAMPLE TEST: 9/13/22 BACTERIOLOGICAL	106.43
4	G101122	PACE ANALYTICAL SERVICES, INC	5694	B459186	24196	WW SAMPLE TEST: 9/13/22 INFLUENT MONITORING	76.02
5	G101122	PACE ANALYTICAL SERVICES, INC	5694	B459288	24196	WW SAMPLE TEST: 9/15/22 INFLUENT MONITORING	76.02
6	G101122	PACE ANALYTICAL SERVICES, INC	5694	B459311	24196	WTR SAMPLE TEST: 9/6/22 WELL #10,#11,#12 CLIP	2,345.76
7	G101122	PACE ANALYTICAL SERVICES, INC	5694	B459678	24196	WTR SAMPLE TEST: 9/20/22 BACTERIOLOGICAL	91.22
8	G101122	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012753	24202	PHYSICAL POST-OFFER 09/27/22	45.00
9	G101122	VERIZON WIRELESS SERVICE LLC	4237	9916722710	24203	CELL PHONES & iPads 08/26/22-09/25/22	1,335.04
10	G101122	CLARK PEST CONTROL	117	31614087	24189	SEPT 2022: 5409 7TH ST PEST CONTROL SERVICE	54.00
11	G101122	CLARK PEST CONTROL	117	31645754	24189	SEPT 2022: 1400 J STREET PEST CONTROL SERV	220.00
12	G101122	A-1 BATTERY INC	570	88804	24185	BATTERY: FULLRIVER DEEP CYCLE	2,642.77
13	G101122	BSK & ASSOCIATES, INC.	1052	AF22405	24186	WTR SAMPLE TEST: 9/1/22 NITRATE SAMPLES	40.00
14	G101122	BSK & ASSOCIATES, INC.	1052	AF22456	24186	WTR SAMPLE TEST: 9/2/22 NITRATE TEST	60.00
15	G101122	BSK & ASSOCIATES, INC.	1052	AF22995	24186	WTR SAMPLE TEST: 9/7/22 NITRATE SAMPLES	70.00
16	G101122	BSK & ASSOCIATES, INC.	1052	AF23693	24186	WTR SAMPLE TEST: 9/6/22 NITRATE SAMPLES	40.00
17	G101122	CINTAS CORPORATION NO. 3	4480	4132302710	24187	UNIFORM SERVICES 09/23/22	557.66
18	G101122	CINTAS CORPORATION NO. 3	4480	4133020724	24187	UNIFORM SERVICES 09/30/22	270.88
19	G101122	CITY OF WASCO/PUBLIC TRANSIT	1683	10235	24188	AUG 2022: CNG FUEL - SANITATION	4,050.42
20	G101122	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	530	24190	SEPT 2022: BIOSOLIDS LOADS	618.42
21	G101122	MUNICIPAL MANAGEMENT ASSISTANTS OF NORTHERN CA	5258	6735	24191	MEMBERSHIP RENEWAL THRU 11/2023 - CINTHIA UGALDE	75.00
22	G101122	NAVIA BENEFIT SOLUTIONS	5664	10522183	24192	SEPT 2022:9 PARTICIPANT FEE	54.00
23	G101122	NORTHWEST METROLOGY	5821	517746	24193	WASTE GAS FLOW METER ONSITE EVALUATION	585.00
24	G101122	ODP BUSINESS SOLUTIONS, LLC	5759	265250690001	24194	OFFICE SUPPLIES: BINDERS & LABEL MAKER TAPE	62.57
25	G101122	ODP BUSINESS SOLUTIONS, LLC	5759	266545483001	24194	OFFICE SUPPLIES: NOTE PADS	14.12
26	G101122	P & J ELECTRIC, INC.	66	7886	24195	MARGALO LIFT STATION PUMP #1 REPAIRS	1,749.50
27	G101122	PETERSON AUTO SUPPLY	152	379116	24197	STREETS #87: STEPS & NEW TOOL BOX	823.62
28	G101122	RAIN FOR RENT	241	1793013	24198	REPLACE CONTROL PANEL ON 6" EMERGENCY DIESEL PUM	2,823.51
29	G101122	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	5165619	24199	POSO AVE: PALM & BECKES 22/23 ANNUAL PTO	290.00
30	G101122	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2634	24200	ADS:MECHANIC I,MECHANIC II	72.00
31	G101122	T-MOBILE	4899	964042089 SEPT 22	24201	CELL PHONES 08/21/22-09/2022	757.07
32	G101122	WASCO T-SHIRTS PRINTING	497	8444	24204	LOGO & NAME FOR S.GONZALEZ	97.43
33	G101122	WASCO VETERINARY CLINIC	4770	SEPT 2022	24205	SEPT 2022: VET SERVICES	4,205.00
34	G101122 Total						24,550.64
35	G101222	PG & E COMPANY	85	35931967851 10/06/22	24217	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 10/09/22	181.60
36	G101222	PG & E COMPANY	85	87027247011 10/10/22	24217	UB AGRICULTURE 10/10/22	259.30
37	G101222	PG & E COMPANY	85	44600014086 10/07/22	24217	UB CENTRAL AVE & HWY 10-07-22	102.70
38	G101222	THE GAS COMPANY	246	08331820137 OCT 22	24219	09/09/22-10/10/22 COURTHOUSE-757 F ST	23.47

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G101222	THE GAS COMPANY	246	08961820373 OCT 22	24219	09/09/22-10/10/22 CITY YARD -845 F ST	15.29
G101222	DEPARTMENT OF JUSTICE	1668	61027	24209	SEPT 2022: FINGERPRINT	96.00
G101222	GARDAWORLD	4266	10711372	24212	OCT 2022: EXCESS SERVICES	439.95
G101222	HURLBERT, SCOTT	5685	REIMB 09/30/22	24214	ICSC CONFERENCE	479.65
G101222	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012824	24220	PHYSICAL POST-OFFER 10/03/22	45.00
G101222	FED EX	123	7-907-07999	24210	FEDEX 10/06/22	20.78
G101222	ADVANTAGE ANSWERING PLUS	2564	000026-785-021	24206	OCT 2022: ANSWERING SERVICES	472.56
G101222	AMERICAN REFUSE INC	183	251808	24207	OCT 2022: RECYCLE AT 764 E ST	104.10
G101222	AMERICAN REFUSE INC	183	250518	24207	SEPT 2022: PRISON SCALE TICKET FEES	315.00
G101222	AMERICAN REFUSE INC	183	251059	24207	OCT-DEC 2022: 801 8TH ST RECYCLE CART	21.51
G101222	AMERICAN REFUSE INC	183	251060	24207	OCT-DEC 2022: 746 8TH ST RECYCLE CART	21.51
G101222	AMERICAN REFUSE INC	183	251807	24207	OCT 2022: 801 8TH ST 3YD BIN RECYCLE	104.10
G101222	CALIFORNIA SOCIETY OF MUNICIPAL	95	INV-885	24208	APPLICATION FEE:AWARDS-OPERATING BUDGET AWARD	150.00
G101222	FLORES, MONICA	2205	REIMB 10/10/22	24211	TECHNICAL TRAINING FOR CLERKS COURSE UNITS	450.00
G101222	GENERAL OFFICE MACHINE COMPANY	1195	19661	24213	COPIER METER READING 09/01/22-10/01/22	534.24
G101222	JB ELECTRIC SERVICES INC	5352	2166	24215	20214 ELECTRICAL PULL BOXES FOR PG&E	4,045.00
G101222	JOHN KULAR CONSULTING	3734	1246	24216	CERTIS APPLICATION 2021: CAL EC FEES	400.00
G101222	JOHN KULAR CONSULTING	3734	1248	24216	SUNNY GEM TASK #4: RESPOND CONTRACTOR BIDS	850.00
G101222	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	5165933	24218	WESTSIDE PUMP STATION: 22/23 ANNUAL PTO	143.00
G101222	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	5166046	24218	801 8TH ST: 22/23 ANNUAL PTO	290.00
G101222 Total						9,564.76
G101022	BSK & ASSOCIATES, INC.	1052	AF21417	24180	WTR SAMPLE TEST: 8/23/22 NITRATE SAMPLES	135.00
G101022	BSK & ASSOCIATES, INC.	1052	AF21654	24180	WTR SAMPLE TEST: 8/24/22 NITRATE SAMPLES	96.00
G101022	COUNTRY AUTO & TRUCK, INC.	3008	736339	24181	DISPOSAL #GEN: OIL AND AIR FILTERS	977.87
G101022	JERRY AND KEITH'S	778	059801	24182	REPAIRS ON POWERS STEERING PUMP GEAR BOX & ALIGN	4,786.55
G101022	LITTENS BACKHOE SERVICE INC	186	1409	24183	STORM DRAIN REPAIRS ON BIRCH	3,665.00
G101022	SANDOVAL INDUSTRIES LLC	1180	4052	24184	DISPOSAL #22: WELD REPAIRS ON WHITE DUMP TRUCK	993.06
G101022	SANDOVAL INDUSTRIES LLC	1180	4065	24184	MATERIAL #GEN: BOTTLE RENT NITROGEN	16.24
G101022 Total						10,669.72
A100322	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/03/22	5236	MEDICAL CHECK RUN 10/03/22	13,455.44
A100322 Total						13,455.44
A101022	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	10/10/22	5237	MEDICAL CHECK RUN 10/10/22	5,501.79
A101022 Total						5,501.79
G101922	PG & E COMPANY	85	21147131763 10/14/22	24253	UB STREET LIGHT TRANCT 7311-4 ON FILLBURN	22.49
G101922	PG & E COMPANY	85	29915249253 10/13/22	24253	UB 810 8TH ST COURTHOUSE 10/13/22	34.49
G101922	AMAZON CAPITAL SERVICES, INC	4968	1L3V-QW7Y-N1JQ	24238	6 QT: GARAGE DOOR REMOTE CONTROLS LIFT MASTER	214.26
G101922	AMAZON CAPITAL SERVICES, INC	4968	1NMT-CJQD-CPKJ	24238	1 QT: DUOPAL PHONE CASE FOR CITY PROJECT MANAGER	21.64
					7 QT: GARAGE DOOR REMOTE CONTROLS LIFT MASTER & WIRELESS WITH LASER	
G101922	AMAZON CAPITAL SERVICES, INC	4968	1MH3-WFLF-3TX9	24238	PRESENTATION CLICKER	262.08
G101922	AMAZON CAPITAL SERVICES, INC	4968	1WJV-NF9V-6RFV	24238	ETHERNET PUNCH DOWN TOOL-IT & WHITE BOARD-COMM	83.02
G101922	AMAZON CAPITAL SERVICES, INC	4968	1QPT-MKW9-MN1K	24238	1 QT: 4 BAR TIRE SAFETY CAGE	650.69
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460043	24252	WW SAMPLE TEST: 9/22/22 INFLUENT MONITORING	76.02
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460096	24252	WTR SAMPLE TEST: 9/27/22 BACTERIOLOGICAL	91.22
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460183	24252	WW SAMPLE TEST: 9/27/22 INFLUENT MONITORING	228.06
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460213	24252	WTR SAMPLE TEST: 9/29/22 BACTERIOLOGICAL	45.61
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460225	24252	WTR SAMPLE TEST: 9/29/22 WELL #7,#8,#14 CLIP	461.55
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460655	24252	WTR SAMPLE TEST: 9/27/22 BACTERIOLOGICAL	15.20
G101922	PACE ANALYTICAL SERVICES, INC	5694	B460526	24252	WTR SAMPLE TEST: 10/4/22 BACTERIOLOGICAL	91.22
G101922	CALLTOWER, INC	5098	201180319	24240	OCT 2022: PHONE SERVICES	44.09
G101922	CITY OF WASCO-UB PAYMENTS	1875	688496	24243	UB 810 8TH ST 08/15/22-09/15/22	56.44
G101922	CITY OF WASCO-UB PAYMENTS	1875	693642	24243	UB 810 8TH ST (LF) 10/01/22-10/31/22	15.80
G101922	CITY OF WASCO-UB PAYMENTS	1875	688498	24242	UB 801 8TH ST 08/15/22-09/15/22	91.52
G101922	CITY OF WASCO-UB PAYMENTS	1875	688536	24243	UB 1445 12TH STREET (SAL) 08/15/22-09/15/22	46.32
G101922	CITY OF WASCO-UB PAYMENTS	1875	688883	24242	UB 800 BLK CENTRAL 08/15/22-09/15/22	91.52
G101922	CITY OF WASCO-UB PAYMENTS	1875	688886	24242	UB 1100 CENTRAL AVE LLMDD 08/15/22-09/15/22	91.52
G101922	CITY OF WASCO-UB PAYMENTS	1875	688888	24242	UB 1500 BLK OF CENTRAL 08/15/22-09/15/22	615.02
G101922	CITY OF WASCO-UB PAYMENTS	1875	689025	24242	UB 764 E STREET (ANNEX) 08/15/22-09/15/22	121.56
G101922	CITY OF WASCO-UB PAYMENTS	1875	693679	24242	UB 764 E STREET (ANNEX) (LF) 10/01/22-10/31/22	182.21
G101922	CITY OF WASCO-UB PAYMENTS	1875	689093	24242	UB 847 F STREET (PW SHOP) 08/15/22-09/15/22	121.56

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
97	G101922	CITY OF WASCO-UB PAYMENTS	1875	689134	24242	UB 1300 BLK FILBURN 08/15/22-09/15/22	494.92
98	G101922	CITY OF WASCO-UB PAYMENTS	1875	689534	24242	UB NW MAPLE/MARGALO LMD 2006-1 08/15/22-09/15/22	91.52
99	G101922	CITY OF WASCO-UB PAYMENTS	1875	689535	24242	UB MAPLE/GROMER LMD 2006-1 08/15/22-09/15/22	170.91
100	G101922	CITY OF WASCO-UB PAYMENTS	1875	689581	24242	UB 2700 BLK MONDAVI CT 08/15/22-09/15/22	91.52
101	G101922	CITY OF WASCO-UB PAYMENTS	1875	689650	24242	UB 1500 BLOCK OF PALM 08/15/22-09/15/22	91.52
102	G101922	CITY OF WASCO-UB PAYMENTS	1875	689658	24242	UB 2100 BLK PALM 08/15/22-09/15/22	91.52
103	G101922	CITY OF WASCO-UB PAYMENTS	1875	689660	24242	UB 400 N BLOCK OF PALM LMD 2006-1 08/15/22-09/15/22	91.52
104	G101922	CITY OF WASCO-UB PAYMENTS	1875	689662	24242	UB 1700 BLK OF PALM #A 08/15/22-09/15/22	173.73
105	G101922	CITY OF WASCO-UB PAYMENTS	1875	689688	24242	UB 1200 BLK PECAN ST 08/15/22-09/15/22	91.52
106	G101922	CITY OF WASCO-UB PAYMENTS	1875	689691	24242	UB PENELOPE LMD 2006-1 08/15/22-09/15/22	91.52
107	G101922	CITY OF WASCO-UB PAYMENTS	1875	689759	24242	UB 1700 BLK POPLAR 08/15/22-09/15/22	91.52
108	G101922	CITY OF WASCO-UB PAYMENTS	1875	689760	24243	UB 1700 BLK POPLAR #A 08/15/22-09/15/22	91.52
109	G101922	CITY OF WASCO-UB PAYMENTS	1875	689817	24243	UB 2500 BLK OF POSO DR. LMD6- 08/15/22-09/15/22	91.52
110	G101922	CITY OF WASCO-UB PAYMENTS	1875	689821	24243	UB 2700 BLK OF POSO AVE LMD06-01 08/15/22-09/15/22	91.52
111	G101922	CITY OF WASCO-UB PAYMENTS	1875	689852	24242	UB PALM N. PROSPERITY 2006-1 08/15/22-09/15/22	415.13
112	G101922	CITY OF WASCO-UB PAYMENTS	1875	689990	24242	UB 1700 BLK OF MARGALO 08/15/22-09/15/22	213.23
113	G101922	CITY OF WASCO-UB PAYMENTS	1875	690192	24243	UB 1300 BLK OF WILLOW 08/15/22-09/15/22	91.52
114	G101922	TAG/AMS, INC	298	2817364	24257	DRUG TEST 09/27/2 & 10/03/22	170.00
115	G101922	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012929	24258	10/11/22 DRUG TEST & PHYSICAL POST-OFFER	65.00
116	G101922	CHARTER COMMUNICATIONS	68	1677513011007722	24241	OCT 2022: INTERNET SRVCS FOR COW	118.36
117	G101922	CHARTER COMMUNICATIONS	68	168679001100722	24241	OCT 2022: INTERNET SRVCS FOR SHERIFF SUB	172.96
118	G101922	CLARK PEST CONTROL	117	31819744	24244	OCT 2022: 5409 7TH ST PEST CONTROL SERV	54.00
119	G101922	CLARK PEST CONTROL	117	31819850	24244	OCT 2022: 5410 7TH ST PEST CONTROL SERV	54.00
120	G101922	CLARK PEST CONTROL	117	31849598	24244	OCT 2022: 1400 J STREET PEST CONTROL SERV	220.00
121	G101922	COUNTRY TIRE & WHEEL	4953	2226875	24245	WATER #55: 2 NEW TIRES	443.12
122	G101922	INFOMART, INC.	4345	953852	24248	BACKGROUND CHECK 09/27/22	205.35
123	G101922	JB ELECTRIC SERVICES INC	5352	2165	24249	22015 BATTERY REPLACEMENT-2 SOLAR LIGHTS ON HWY 43	1,700.00
124	G101922	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	C340762	24255	SEWER JETTER PUMP VARIOUS LOC: 22/22 ANNUAL	129.00
125	G101922	AFFINITY TRUCK CENTER	405	F013253064:02	24237	DISPOSAL #21: AIR BRAKE VALVE	380.51
126	G101922	CALIFORNIA BUILDING STANDARDS COMMISSION	2575	GREEN FEES JUL-AUG22	24239	JUL-AUG 2022: GREEN FEES SERVICES	784.80
127	G101922	CROSSWHITE CONSTRUCTION INC	5244	05-1022	24246	23014 FIN PRKNG LOT:INTALL FENCE IRON FENCE PANELS	84,600.00
128	G101922	TRADICIONES MARKETS, INC	5259	459 SEPT 22	24247	SEPT 2022: 459 UB PAYMENTS TRANSACTIONS	82.62
129	G101922	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP SEPT 22	24250	SEPT 2022: WSP LANDFILL FEES	1,003.40
130	G101922	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS SEPT 22	24250	SEPT 2022: STSWP FEES	1,554.98
131	G101922	LACAL EQUIPMENT INC.	4673	0377136-IN	24251	DISPOSAL #17: CURTAIN SET & ACUATOR	2,572.44
132	G101922	QUADIENT FINANCE USA, INC	1844	5408 SEPT 22	24254	SEPT 2022: POSTAGE SERVICES	200.00
133	G101922	SOUTHERN CALIFORNIA GAS COMPANY	1438	09/01/22-10/01/22	24256	CNG FUEL BILL 34400-50585	6,604.53
134	G101922 Total						107,456.34
135	G101722	AMAZON CAPITAL SERVICES, INC	4968	1VP1-6V1Y-FGF7	24221	AWARD PLAQUES FOR SPECIAL EVENTS	325.40
136	G101722	QUAD KNOPF, INC.	502	115651	24229	23015-2, 21037-2, 21024-2, 21029-2, 21023-2, 21027-2 8/21-9/17 CEQA SUPRT-4NEW	5,744.00
137	G101722	GARDAWORLD	4266	20543314	24226	WTR WELLS/2 NEW WATER STORAGE	18.74
138	G101722	JEFFRIES BROS., INC	140	115255CT	24227	SEPT 2022: EXCESS SERVICES	21,556.64
139	G101722	SWAGIT PRODUCTIONS, INC	5178	SW-0006285I	24235	SEPT 2022: FUEL SERVICES	1,435.00
140	G101722	BHT ENGINEERING, INC	5134	22-443	24222	SEPT 2022: VIDEO STREAMING SERVICES	2,382.50
141	G101722	BHT ENGINEERING, INC	5134	22-444	24222	JOB:22800-07-PMW 22-01	1,110.00
142	G101722	BHT ENGINEERING, INC	5134	22-438	24222	JOB 22800-09-DUTCH BROS MyGov 22-329	1,270.00
143	G101722	COUNTRY AUTO & TRUCK, INC.	3008	737324	24223	AUG 2022: JOB#22800: WASCO-GENERAL ENGINEERING	627.84
144	G101722	COUNTRY AUTO & TRUCK, INC.	3008	737325	24223	ANITFREEZE FOR ALL DEPARTMENTS	384.28
145	G101722	COUNTRY AUTO & TRUCK, INC.	3008	737457	24223	DISPOSAL #22: AIR BRAKE VALVES	590.04
146	G101722	ODP BUSINESS SOLUTIONS, LLC	5759	266584728001	24228	DISPOSAL #GENERAL: HOSE END FITTINGS	50.42
147	G101722	ODP BUSINESS SOLUTIONS, LLC	5759	266584739002	24228	OFFICE SUPPLIES	10.88
148	G101722	SANDOVAL INDUSTRIES LLC	1180	4233	24232	OFFICE SUPPLIES	16.24
149	G101722	SANDOVAL INDUSTRIES LLC	1180	3624	24232	BOTTLE RENT: NITROGEN 9/19/22	1,012.25
150	G101722	SANDOVAL INDUSTRIES LLC	1180	3782	24232	DISPOSAL #22: MAKE WELD REPAIRS & NEW LINER	16.24
151	G101722	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2633	24234	MATERIAL #GEN: BOTTLE RENT NITROGEN	417.00
152	G101722	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2644	24234	ADS:22027 CDBG CORONAVIRUS 2 & 3	177.00
153	G101722	DEE JASPAR AND ASSOCIATES, INC	378	22-09063	24224	23020 -(ADS) HOUSING & SAFETY ELEMENT UPDATE	255.30
154	G101722	DEE JASPAR AND ASSOCIATES, INC	378	22-09064	24224	TASK ORDER #5: SRF GRANT APPLICATION	3,447.12

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G101722	DEE JASPAR AND ASSOCIATES, INC	378	22-09065	24224	21024 WELL #16 TEST WELL	113.00
G101722	FASTENAL COMPANY	3221	CABAE21152	24225	SUPPLIES FOR DAILY OPERATIONS: GLOVES, DEGREASER	360.57
G101722	RILEIGHS OUTDOOR DECOR LLC	5388	INV3729	24230	21043 (10) BANNERS	734.60
G101722	SAN JOAQUIN TRACTOR CO.	38	50003W	24231	REPAIR AND LABOR COSTS FOR KUBOTA FORKLIFT	171.45
G101722	SELF-HELP ENTERPRISES	3636	15	24233	AUG 2022: CV1 SUBSISTENCE CB ASSIST 22027	16,397.98
G101722	SELF-HELP ENTERPRISES	3636	14	24233	JUL 2022: CV1 SUBSISTENCE CB ASSIST 22027	4,715.14
G101722	THE BAKERSFIELD CALIFORNIAN	206	092289224	24236	ADS:MECHANIC 1 & 2.SHELTER SRV WORKER & WASTE WTR	498.85
G101722	THE BAKERSFIELD CALIFORNIAN	206	092289223	24236	23020- (ADS) HOUSING & SAFETY ELEMENT UPDATE	959.86
G101722 Total						64,798.34
G102022	US POSTAL SERVICE - BOX SECTION	4240	2022 BOX#612800	24263	2022:PO BOX 612800 LOCKBOX	399.00
G102022 Total						399.00
					GRAND TOTAL	236,396.03

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, June 21, 2022
Regular Meeting – 6:00 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

Pursuant to AB 361, the City Council meetings are presented in a hybrid format and in-person and virtually via Zoom webinar.

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER: Mayor Reyna

Mayor Reyna called the meeting to order at 6:02 pm.

2) ROLL CALL:

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Lynch, Martinez

Late: Council Member Garcia joined the meeting virtually at 6:08 pm.

Staff Members Present: City Manager Hurlbert, City Attorney Schroeter, Assistant Lara, City Clerk Martinez, Deputy Clerk Flores, Public Works Director Villa, Finance Director Perez-Hernandez, Code Enforcement Officer Gonzalez, Public Works Deputy Director Martinez

3) FLAG SALUTE: by Mayor Reyna

4) INVOCATION: by Paul Hernandez, Freewill Baptist Church

5) PRESENTATIONS: NONE

6) PUBLIC COMMENTS: NONE

7) SUCCESSOR AGENCY BUSINESS: NONE

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in 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 \$399,760.28

- b. Adopt a Resolution Authorizing the City Manager or his designee to sign and execute an agreement with Battery Recyclers of America for the disposal of hazardous dramatic lithium batteries in the amount of \$10,200.00.
Reso#2022-3735
Agmt#2022-018
- c. Approval for Travel Expenses Exceeding \$500.00 per participation for Mayor Reyna, Mayor Pro Tem Pallares, Council Member Garcia, and City Manager Hurlbert to attend the League of California Cities 2022 Annual Conference on September 7 - 9, 2022, in Sacramento.
- d. Adopt a Resolution authorizing the City Manager to execute an agreement between the City of Wasco and the County of Kern for participation in the County of Kern Work Release Program.
Reso#2022-3736
Agmt#2022-019
- e. Adopt a Resolution approving the Cost Report for Abatement of Weeds, Trash, Rubbish, Property Board-up, and Approving the Cost Report for Outstanding Fines, Assessing the Cost Thereof and Imposing Liens Pursuant to City of Wasco Municipal Code Chapters 8.24 and 17.80.
Reso#2022-3737
- f. Adopt a Resolution of the City Council of the City of Wasco, California, calling and giving notice of holding a General Municipal Election for the Office of City Council Members for Districts 1, 3 for the full term of four(4)years and District 4 for a short term of two (2) years and for the Office of the City Clerk and City Treasurer for the full term of four (4) years and requesting the Board of Supervisors of the County of Kern to consolidate with the Statewide General Election to be held on Tuesday, November 8, 2022.
Reso#2022-3738
- g. Adopt a Resolution to Authorize the City Manager or his Designee to Execute a Task Order Proposal with QUAD KNOFF, INC., for Professional Consulting Services for Compliance with the California Environmental Quality Act (CEQA) to Support the Construction of Four Wells and Two New Water Storage Tanks (Project) in the City of Wasco.
Reso#2022-3739
Agmt#2021-054(1)
- h. Adopt a Resolution Authorizing the City Manager or his designee to Execute an Agreement with Nova Products, a Peninsula Plastics LTD. Company in the amount of \$ \$21,436.80 to purchase 6048 plastic, 2-gallon organic totes.
Reso#2022-3740
Agmt#2022-020
- i. Adopt a Resolution Declaring its Intention to Review the Improvements and Assessments for Wasco Maintenance District No. 1, Wasco Landscape and Lighting Maintenance Districts No. 01-01, No. 01-02, No. 06-1, and 2017-1 for Tax Year 2022-23 and Authorizing the City Clerk to publish the Resolution setting the Public Hearing for July 5, 2022.
Reso#2022-3741

- j. Adopt a Resolution Ratifying the Executed Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2022-23 on its behalf.
Reso#2022-3742
- k. Adopt a Resolution to implement teleconference public meetings pursuant to Assembly Bill 361, allowing the city to continue a hybrid virtual meeting environment.
Reso#2022-3743
- l. Adopt a Resolution to Authorize the City Manager or his designee to Execute a Contract with Pacific Gas and Electric Company (PG&E) to join the PG&E's EV Fleet Electrification Program to support the installation of Electric Chargers for Transit and 747 G Street (Well 14).
Reso#2022-3744
Agmt#2022-021
- m. Adopt a Resolution of the City Council of the City of Wasco Updating and Establishing User and Regulatory Fees.
Reso#2022-3745

Assistant City Manager Lara requested to remove item 9e for further discussion.

No public comments.

Motion was made by Council Member Lynch, **seconded** by Council Member Martinez, to approve the Consent Calendar with separate consideration on item 9e for further discussion by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	GARCIA

Councilmember Garcia joined the meeting via Zoom at 6:08 pm.

Assistant City Manager Lara informed council two property owners paid their outstanding administrative citations and abatement fees, and requested the council approve the revised Exhibit A Code Compliance Cost Report.

Public Comments by Sean Hinman.

City Manager Hurlbert indicated there is an Ordinance in place which addresses expansion of property driveways and it will be reviewed to see if there is an option to work within the Ordinance for address 425 2nd Street. He also confirmed there will be a suspension for the submittal of an assessment for property address 425 2nd Street and it will remain to be seen for new citation amount.

Motion was made by Mayor Reyna, **seconded** by Mayor Pro Tem Pallares, to approve item 9e with the changes to Exhibit A and amendment as mentioned by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Adopt a Resolution placing two Ballot Measures on November 8, 2022, General Municipal Election if the Office of the City Clerk and City Treasurer should be filled by election or appointment.

Reso#2022-3746

Oral presentation by City Manager Hurlbert

No public comments

Motion was made by Mayor Reyna, **seconded** by Council Member Lynch, to adopt a Resolution placing the two ballot measures on November 8, 2022 General Election by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. Discussion and Possible Minute Action to Appoint One Voting Delegate and Two Alternates for the League of California Cities 2022 Annual Conference and Expo held on September 7-9, 2022, in Long Beach, California.

Oral Presentation by City Manager Hurlbert.

No public comments.

Motion was made by Mayor Reyna, **seconded** by Council Member Martinez, to appoint Council Member Garcia as Voting Delegate and to appoint Mayor Reyna and Mayor Pro Tem Pallares as alternates for the League of California Cities Annual Conference by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- c. Adopt a Resolution Authorizing the City Manager or his designee to use Corona Virus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) of 2021 to offer Complimentary Dial-a-Ride Services from July 2022 to August 31, 2022, a Summer Promotion.

Reso#2022-3747

Motion was made by Mayor Reyna, **seconded** by Council Member Lynch, to adopt a resolution for complimentary Dial A Ride services from July 1, 2022 to August 31, 2022 by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- d. **Informational only**-Update and Discussion Regarding:

- Clean California Downtown Landscaping project
- Community Lighting project
- Vaccination Promotion

PowerPoint presentation by Assistant City Manager Lara.

Oral presentation by City Manager Hurlbert updating the Council on the vaccination promotion event to take place on June 26, 2022.

No public comments.

No action; informational item only

- e. Adopt A Resolution Authorizing The City Manager or Designee to Appropriate Coronavirus State And Local Fiscal Recovery Funds Under The American Rescue Plan Act of 2021 (ARPA) For Water, Sewer Infrastructure, And One-Time Essential Premium Pay to Purchase land for the construction of Water Wells and Storage Tanks.

Reso#2022-3748

Oral presentation by City Manager Hurlbert.

No public comments

Motion was made by Council Member Garcia, **seconded** by Mayor Reyna, to adopt the resolution by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- f. Report regarding the water and wastewater rate study.

Duplicate item. No action.

g. Informational only- Update regarding Sanitation Rate Roll-out.

Oral presentation by Public Works Director Villa updating the Council on Proposition 18 Sanitation rates approved on April 19, 2022. The City will not increase the rates in July 2022 until the contract with American Refuse is fully executed. A notification to the residents will be provided in the June 2022 utility bill.

No public comments.

No action; informational item only

h. Discussion and Possible Minute Action regarding Budget Workshop No.1.

Oral presentation by Finance Director Perez-Hernandez updating the Council on the following;

- CPI increased revenue of the LLMD's of 4% to \$182,000
- Medical Insurance Experience Rate
- Sanitation Professional Services Increase
- CPI's
- Project 22014 Street Lighting Southgate
- Totes for Recycling

No public comments.

Staff requested the Council to review for the next council meeting, the current capital improvement program and select the top five projects of priority of high, medium, and low for staff to focus on the upcoming year.

No action; informational item only

i. Report and Possible minute action regarding the introductory presentation of water and wastewater rate study.

PowerPoint presentation by Alison Lechowicz

- Water and Sewer Rate Study

Council were given 3 water rate options. The consensus of the Council is to further look at Option 2, a 3-year allotment phase-in, and Option 3, a five-year allotment phase-in for subsidizing and to allow the residents to adjust to the rate increase.

Public comment by Lamar Rodriquez.

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

a. Kern Economic Development Corporation (Garcia)

No reports

b. Kern Council of Government (Reyna)

Council Member Garcia:

Received updates on Highway 46 and Caltrans

c. Wasco Task Force (Martinez & Reyna)

No reports

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)

Chief Appleton updated the council on the following.

- 203 total incidences, 24 fires, and 135 rescues and medical aid for May 2022
- Kerncountyfire.org is a new online reporting form available to report fireworks and is active
- Door hangers with QR code in Spanish and English will be ready for distribution

- b. Kern County Sheriff Department (Shinn)

Sargent Shinn presented a PowerPoint report on recent crimes.

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following items;

- Budget workshop meeting on June 22, 2022, is moved from 5:30 pm to 7:30 pm.

16) REPORTS FROM THE CITY COUNCIL:

Council Member Lynch:

- Thanked public works staff, for promptly fixing a damaged sidewalk.

Council Member Martinez:

- Attended the Juneteenth on Saturday, June 18, 2022 event, presented awards to Apostolic Faith temple, True Light Baptist Church and Macedonian Church of God and Christ.

Mayor Reyna:

- Attended the Juneteenth event on Saturday June 18, 2022.
- The Covid-19 vaccination clinic will be held from 11:00 am to 3:00 pm at the Old Courthouse.
- Thanked the staff for the information they provide for the meetings.

17) CLOSED SESSION:

- a. Approved Closed Session meeting minutes for June 9, 2022.

Tabled for the next council meeting.

18) CLOSED SESSION ACTION: NONE

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 9:31 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, September 20, 2022
Regular Meeting – 6:00 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

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

2) ROLL CALL:

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Lynch, Martinez

Absent: Council Member Garcia

Staff Members: City Manager Hurlbert, City Attorney Schroeter, Assistant City Manager Lara, City Clerk Martinez, Deputy City Clerk Flores, Finance Director Perez-Hernandez, Public Works Director Villa, Community Development Director Cobb, Code Enforcement Officer Gonzalez, Deputy Public Works Director Martinez, Chief Building Inspector Ledezma

3) FLAG SALUTE: by Javier Abraham Gonzalez son of Sergio and Isabel Gonzalez

4) INVOCATION: Mayor Reyna observed a moment of silence

5) PRESENTATIONS:

- a. Joshua Cooley, Wonderful Ag Prep Student (Food Drive)
Oral Presentation by Joshua Cooley

6) PUBLIC COMMENTS:

- Sharon Sharp
- Traci Clendenen

7) SUCCESSOR AGENCY BUSINESS: NONE

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and file department payments totaling \$1,023,580.14

- b. Approval of Minutes for:
 - 1. Special Meeting Minutes, June 22, 2022
 - 2. Special Meeting Minutes, June 27, 2022
 - 3. Regular Meeting Minutes, August 2, 2022
- c. Receive and File the Investment Report for the month ended July 31, 2022.
- d. Receive and File the Investment Report for the month ending August 31, 2022.
- e. Adopt a Resolution Authorizing the City Manager or his Designee to sign and execute a purchase order with CONFAB in the amount of \$11,637.12 to purchase one Sludge roll-off bin.
Reso#2022-3794
- f. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.
Reso#2022-3795
- g. Approval for Training Expenses Exceeding \$500.00 per trip for the Assistant City Manager to attend the 2022 California City Management Foundation's New and Future City Managers Seminar from November 4th through November 6th, 2022, in Pasadena, CA.
- h. Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase order in the amount of \$29,798.37 with National Auto Fleet Group to purchase one Ford Ranger truck for the Water Department.
Reso#2022-3796
- i. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement with Motor City Buick GMC in the amount of \$52,831.58 to purchase a Pick-Up Truck.
Reso#2022-3797
Agmt#2022-036
- j. Adopt a Resolution Authorizing the City Manager or his Designee to Enter into an Agreement with KSI Engineering, Inc. for design and engineering services for the Historic Downtown Restoration Project in an amount not to exceed \$100,620.00 and allow the City Manager or his Designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.
Reso#2022-3798
Agmt#2022-037
- k. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for the 2022-23 SB1 Project on Poplar Avenue in an amount not to exceed \$67,960.00
Reso#2022-3799
Agmt#2020-008(23)

- l. Adopt a Resolution Authorizing the City Manager or his Designee to Execute a Task Order with BHT Engineering to Prepare Plans and Specifications for a Street Lighting Project on 1st – 5th Streets between Birch Avenue and Poplar Avenue.

Reso#2022-3800

Agmt#2020-008(22)

- m. Adopt a Resolution Authorizing the City Manager or his Designee to approve a purchase order in the amount of \$32,139.17 to purchase one Ford Ranger truck for the Wastewater Department.

Reso#2022-3801

- n. Adopt a Resolution Authorizing the City Manager or his designee to fully execute a contract with Aspect Engineering in the amount of \$85,884.00 and Authorize the use of \$100,000 of ARPA funds to cover costs associated with upgrading the City of Wasco's Water Utilities Supervisory, Control, and Data Acquisition (SCADA) system.

Reso#2022-3802

Agmt#2022-038

- o. Adopt a Resolution Authorizing the City Manager or his Designee to sign and execute a work order with FP&I in an amount including contingencies not to exceed \$18,000.00 for pump depth adjustments to Well #10.

Reso#2022-3803

No public comments.

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

AYES:	REYNA, PALLARES, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	GARCIA

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt a Resolution Approving the Final Map for Phases 2 and 3 of Tract 7373 accepting for public use the dedications for the purposes for which they are offered Authorizing the City Manager, City Clerk, or their designees to sign the Subdivision Agreement and Authorize the City Clerk to endorse the maps. (Villa)

Reso#2022-3804

Oral presentation by Public Works Director Villa.

No public comments.

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

AYES:	REYNA, PALLARES, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	GARCIA

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

a. Kern Economic Development Corporation – **No Reports** (Garcia)

b. Kern Council of Government (Reyna)

Mayor Reyna:

- Signs were installed on crossing of 8th Street and Highway 43.
- He brought to the Kern Council of Governments attention of the condition of bike lanes in Wasco, and was told there is funds through the ATP program to repaint the bikes lanes.
- Equitable Rehabilitation Community Grants program opens January 1, 2023 for 100 million dollars available for brown fields.
- Spoke to Michael Navarro regarding the Palm Avenue Rehabilitation Project.

c. Wasco Task Force (Martinez & Reyna)

No reports for Wasco Task Force

Mayor Reyna:

- Advisory Steering Committee met with City Manager Hurlbert, shared documents including an organizational chart, cost for materials and personnel costs.

14) REPORTS FROM KC FIRE AND SHERIFF:

a. Kern County Fire Department (Appleton)

- August 2022 – 171 total incidents; 18 fire calls, 132 medical calls.
- Kern County Fire Engine 31 took part in Wasco Rose Festival Parade.

b. Kern County Sheriff Department (Shinn)

No reports – Sergeant Shinn not present.

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the Council on the following:

- Temporary light on G street to Filburn Avenue now completed; Public Works Director Villa worked with California High Speed Rail and California Rail Builders to install the lighting.
- Over the weekend reports of a pack of feral dogs were loose and Wasco Animal Control patrolled and picked up two of the dogs.
- Senior day on Friday September 23, 2022 at the Kern County Fair; Staff coordinating with Wasco Parks and Recreation Parks to provide rides to the seniors using Wasco Dial-A-Ride vehicles for the all-day event.
- Grants Activity - HAWK System on Hwy 46 getting traction, they have provided traffic calming measures. Staff has applied with the Wonderful Company applied

and seems to have preliminary approval for a Bike Rodeo event to provide bikes and helmets.

- Staff received no responses for the Housing Element bid, and staff will submit for rebid.
- Ross and Dutch Bros have pulled permits, both confirmed projects. Ross estimated to open in the spring 2023.
- Code Compliance partnered with Kern County Health Department over the weekend for a food vendor sweep.
- Staff beginning to enforce SB 1383 food waste commercial business, notifications, warning and eventually citations, overview enforcement of SB 1383.
- Prepping for the Economic Development Conference in San Diego, meeting with retailers interested in Wasco.
- Recognized Sharon Sharp and Orange Heart Foundation along with staff, thanked staff. The City of Wasco Rose Parade float was fabulous, and coordination with clean-up went well
- Strata Credit Union groundbreaking September 29, 2022, at 9:30

16) REPORTS FROM THE CITY COUNCIL:

Councilmember Lynch:

- Attended the Wasco Rose Festival on Saturday, September 10, 2022.

Councilmember Martinez:

- Attended the Wasco Rose Festival and drove vehicle with the Rose Queen at the Wasco Rose parade on Saturday, September 10, 2022.

Mayor Reyna:

- Attended the Wasco Rose Parade on Saturday, September 10, 2022.
- He received a complaint of a pack of dogs destroying a resident's planters and thanked staff for taking care of the issue.
- Thanked staff for their work and efforts for the community.

Mayor Reyna read the Closed Session items 17a and opened for public comments.

There were no public comments.

Mayor Reyna adjourned into closed session at 6:41 pm.

Mayor Reyna adjourned out of closed session at 6:57 pm.

17) CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Section 54956.9: (one potential case)

18) CLOSED SESSION ACTION:

Mayor Reyna reported out.

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Section 54956.9: (one potential case)

No reportable action.

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 6:57 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, October 18, 2022
Regular Meeting – 6:00 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

Pursuant to AB 361, the City Council meetings are presented in a hybrid format and in-person and virtually via Zoom webinar.

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

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

2) ROLL CALL

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch

Late: Council Member Martinez joined the meeting at 6:51 PM

Staff Present: City Manager Hurlbert, City Attorney Schroeter, Assistant City Manager Lara, City Clerk Martinez, Deputy City Clerk Flores, Administrative Assistant Ramirez, Public Works Director Villa, Community Development Director Cobb, Chief Building Inspector Ledezma, Deputy Public Works Director Martinez, Kern County Sergeant Shinn, Kern County Fire Chief Appleton

3) FLAG SALUTE: by Mayor Reyna

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

5) PRESENTATIONS:

a. Recognition for the Wasco Rose Festival Organization

Mayor Reyna presented Certificates of Recognition to the following;

- Wasco Festival Committee
- Orange Heart Foundation
- Wasco Recreation and Park District
- Wasco Elk Ladies
- Wasco Woman's Club
- Wasco Block and Tackle
- DJ David Armendariz, Jr.
- 2nd to None Youth Football Team
- Wasco Historical Society

Public comments by Sharon Sharp.

6) PUBLIC COMMENTS:

- Joan McConnell Smith

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 \$987,252.84
- b. Approval of Minutes for:
 1. Regular Meeting, July 5, 2022
 2. Regular Meeting, July 19, 2022
 3. Regular Meeting October 4, 2022
- c. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.
Reso#2022-3808
- d. Approval for Travel Expenses Exceeding \$500.00 per trip for the Executive Assistant I/Deputy City Clerk Flores to attend the 2022 CALACT Autumn Conference & Expo on November 1st through 4th, 2022, in Santa Rosa, CA.
- e. Approval of Travel and Training Expenses Exceeding \$500.00 for Executive Assistant I/Deputy City Clerk Flores and Administrative Assistant I/Deputy City Clerk Tinajero to attend the Technical Training for Clerks (TTC) Series 100 held on March 14 - 17, 2023, at the University of California Riverside in Riverside, California.
- f. Approval for Travel Expenses Exceeding \$500.00 per trip for the City Manager to attend the League of California Cities City Manager Conference on February 8th through 10th, 2023, in Carlsbad, CA.
- g. Approval of the Notice of Acceptance of the Pedestrian Safety Improvement Project and Authorization for the City Clerk to file a Notice of Completion.
Rec#2022-014
- h. Adopt a Resolution Authorizing the City Manager to approve a purchase order in an amount not to exceed \$57,000.00 to purchase one Utility Van for the Facilities Maintenance Department from Lampe Dodge.
Reso#2022-3809

- i. Accept all bids and Adopt a Resolution Authorizing the City Manager or his designee to execute an Agreement with Pay Dirt Construction Inc. for the construction of a Sludge Drying Bed rehabilitation project in an amount of \$173,925.00 and allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.00.

Reso#2022-3810

Agmt#2022-040

- j. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Grant Agreement and any Amendments thereto for funding from California State Transportation Agency 2022 Transit and Intercity Rail Capital Program.

Reso#2022-3811

Agmt#2022-041

No public comments

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

AYES:	REYNA, PALLARES, GARCIA, LYNCH,
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Accept the latest rate analysis proposal and authorize staff to mail and print notices for Proposition 218 hearing on December 20, 2022.

PowerPoint presentation by Allisson Lechowicz, Lechowicz and Tseng Consultant

- Water and Sewer Rate Study Rate Report Review

Council member Martinez arrived at 6:51 PM

No public comments.

Motion was made by Mayor Reyna, **seconded** by Council Member Lynch, to approve the rate proposal, the drought rate schedule and to proceed with the notice and hearing of Proposition 218 by the following roll call vote:

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. Adopt a Resolution Approving Police Department Start-Up Position Job Description and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023.

Oral presentation by City Manager Hurlbert.

Public comments by Billy Homan

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

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- c. Adopt a Resolution Appointing Mario Juarez as an Extra Help Retired Annuitant under Government Code Sections 7522.56 and 21224 and approving employment agreement with a compensation of \$23.5194 per hour and a length of term not to exceed 960 hours per CalPERS Rules.

Oral presentation by City Manager Hurlbert.

No public comments.

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

AYES:	REYNA, PALLARES, GARCIA, LYNCH, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)

No reports

- b. Kern Council of Government (Reyna)

No reports

- c. Wasco Task Force (Martinez & Reyna)

No reports

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)

- September 2022 - 228 total incident, 17 fires, 155 medical aides and vehicle collisions

- b. Kern County Sheriff's Department (Shinn)

Sgt. Shinn gave the recent crime reports.

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the Council on the following:

- Typo on the staff report for the Wasco Police Department start-up date; should read October 18, 2022.
- Trunk or Treat event to be held on October 3, 2022 at 6:00 PM at Barker Park Recreation Building
- First annual Halloween staff event to be held on October 31, 2022 at 11:30 AM at the Wasco Public Works yard.
- Community Clean-Up Event to be held on November 19, 2022 at Barker Park.
- The Annual Employee Appreciation Luncheon will take place on December 1, 2022 at 11:30 AM at the Public Works yard.
- Wasco Christmas Parade to be held on December 3, 2022, in Downtown Wasco.
- Toys for Tigers event to be held on December 5, 2022 at 6:00 PM at the Wasco Elks Lodge

16) REPORTS FROM THE CITY COUNCIL:

Council Member Garcia:

- Thanked the Kern County Sheriff Department for quick response to flurry of activities last week.
- Requested to ask for support for our perspective police services from state leaders.

Council Member Lynch:

- Recently came back from vacation in Colorado; attended a Montrose City Council meeting and gave greeting from Wasco and received one back.

Mayor Reyna:

- Spoke to Steven Kemp, representative for U.S. Congressman David Valadao regarding the Wasco Police Department start-up.
- Requested for an estimated timeline from staff for the Wasco Police start-up.
- Attended the St. John Evangelist Harvest Festival on Sunday, October 16, 2022.

17) CLOSED SESSION: NONE

18) CLOSED SESSION ACTION: NONE

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 7:49 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: November 1, 2022

SUBJECT: Receive and File the Investment Report for the month ended September 30, 2022.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended September 30, 2022.

Background:

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

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

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

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

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

The Finance Department has prepared the Investment Report for the month ended September 30, 2022. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The market value of the City's total cash and Investments at September 30, 2022, was \$57,947,688 compared to \$57,647,664 at August 31, 2022. This is a \$300,024 increase from the previous month (\$392,203 increase on the cost basis).

The main contributor of the increase is associated with a Certificate of Deposit that matured in September.

As of September 30, 2022, the City has \$46 million (79.68%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 1.35 % during the quarter (ended September 30, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.9 million (11.83%) of the City's Cash and Investment Portfolio. The City also has \$1 million (2.65 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of .51 % is the average earned by a 3-month Treasury Bill during the month ended September 30, 2022, and the long and medium-term benchmark of 1.06 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended September 30, 2022 was .69%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

Fiscal Impact:

There is no fiscal impact to this action.

Attachments:

1. Investment Report for the month ended September 30, 2022



Investment Report
Friday, September 30, 2022

	Average Earnings Rate		Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
	this Month	Metrics (3)					
Investments							
Local Agency Investment Fund (LAIF) - Beginning	1.35%	0.51%	45,944,370	46,170,085			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-			
Local Agency Investment Fund (LAIF) - Total			45,944,370	46,170,085	7	79.68 %	0.02
<u>Other Cash Pools:</u>							
CSJVRMA Investment Pool	1.38%	0.51%	2,288,128	2,137,130	7	3.69 %	0.00
Cal Trust Short Term Money Market Fund	2.25%	0.51%	1,602,561	1,595,055	1	2.75 %	0.01
Cal Trust Medium Term Money Market Fund	1.82%	1.06%	3,254,067	3,124,976	3	5.39 %	0.00
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>							
Certificates of Deposit	3.41%	1.06%	1,000,000	995,428	(720)	1.72 %	0.01
Money Market Funds (September 30, 2022)	0.01%	0.51%	540,083	540,083	1	0.93 %	0.00
Investments current month (September 30, 2022)			54,629,210	54,562,756			0.01
Investments previous month (August 31, 2022)			54,462,944	54,488,670			
Net Investment Increase(Decrease) (September 30, 2022)			166,265	74,087			
Cash on Hand (September 30, 2022)			3,384,932	3,384,932	1	6.20 %	0.00
Cash on Hand previous month (August 31, 2022)			3,158,995	3,158,995	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			225,938	225,938			
Total Cash and Investments (September 30, 2022)			58,014,142	57,947,688			
Total Cash and Investments previous month (August 31, 2022)			57,621,939	57,647,664			

(i) The City's Portfolio of Investments comply with the City's Investment Policy.

(ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .69%

(*) August include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
September 30, 2022

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	249,655.00	5	0.43 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	249,645.00	73	0.43 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	248,097.50	349	0.43 %	0.00
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	248,030.00	356	0.43 %	0.00
TOTAL CERTIFICATES OF DEPOSIT					1,000,000	995,427.50	(720)	1.72 %	0.01
MONEY MARKET FUNDS									
FIDELITY TREASURY MMT CAPITAL RESERVES		FSRXX	0.010 %	10/1/2022	540,083	540,083	1	0.93 %	0.00
Total Held by Unionbanc Investment Services					1,540,083	1,535,511	(719)	2.65 %	0.01

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: November 01, 2022

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 for the Finance Director Isarel Perez-Hernandez to attend the California Public Finance Officers Association (CSMFO) 2022 Annual Weekend Training Seminar on November 04th - November 06th, 2022, in Long Beach California.

Recommendation:

Staff recommends the City Council approve travel expenses.

Discussion:

This request is for the approval of the Finance Director, Isarel Perez-Hernandez, to attend the California Public Finance Officers Association (CSMFO) 2022 Annual Weekend Training Seminar on November 04th - November 06th, 2022 in Long Beach, California.

This training is designed for California public finance officers where attendees will gain approximately 20 hours of professional education training and the opportunity to enhance interaction with fellow members by remaining "in community" throughout the weekend. Some of the topics that will be covered include:

- Legislative Overview / Update
- Investing Public Funds / Bond Financing
- Budget Development / Capital Planning / Revenue Enhancements
- Professional Ethics / Communicating Public Information
- Financial Analysis & Reporting / Long Range Planning

The cost of the training will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327 limiting expenses to \$500.00 per trip. As a result, the City Council will approve the travel request for the Finance Director as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated the cost of the California Public Finance Officers Association (CSMFO) 2022 Annual Weekend Training Seminar on November 04th - November 06th, 2022 will not exceed \$950.

Attachments:

1. CSMFO Registration



MENU

2022 CSMFO Annual Meeting



Register



Tell a Friend



United States
(<https://www.csmfo.org>)

Contact: Lorena Quijano
lquijano@weho.org (<mailto:lquijano@weho.org>)
 323-848-6513

REGISTER

Online registration is available until: 10/28/2022

« [Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)

Date: Friday, November 4 – Sunday, November 6, 2022

Place:

The Westin Long Beach (<https://www.guestreservations.com/the-westin-long-beach/booking?msclkid=a1def315ab12161a2bc391e8783e6dee>)

33 of 72

333 East Ocean Boulevard
Long Beach, CA, 90802

Registration Fee:

\$500 Commuter Rate

\$575 Full Registration (deadline passed)

- If you would like to request this rate and the accompanying room, please contact kory.adams@staff.csmfo.org (<http://>)

Registration Deadline:

Friday, October 28, 2022

Topics to be covered include:

- Legislative Overview / Update
- Investing Public Funds / Bond Financing
- Budget Development / Capital Planning / Revenue Enhancements
- Professional Ethics / Communicating Public Information
- Financial Analysis & Reporting / Long Range Planning

Attendance will be limited to 40 people and full registration includes two nights lodging, meals and seminar materials. All fees must accompany your registration and be received by the October 28, 2022 deadline. *There will be a \$35 processing fee for any changes or cancellations made prior to the October 28, 2022 deadline. No refunds, changes or cancellations will be processed after that deadline.*

Please Note:

This is a professional educational training session limited to finance officers and their appropriate staff members. The weekend is planned to net each attendee approximately 20 hours of professional educational training and the opportunity to enhance interaction with fellow members by remaining “in community” throughout the weekend. Meals (lunch and dinner) along with morning and afternoon breaks have been planned to accommodate average needs; should you have special dietary or personal needs, please indicate on the registration form.

Receipt of your completed registration form and fee prior to the October 28, 2022 deadline will assure your place at the seminar. Room Reservations will be made on your behalf. Confirmations will be made by e-mail no later than November 1, 2022. Upon check-in at the hotel, each participant will be required to show ID and present a credit card for incidentals. Overnight parking is available at a reduced rate. Questions regarding the seminar should be directed to Lorena Quijano at (323) 848-6513 or Lquijano@weho.org (<mailto:Lquijano@weho.org>); questions regarding registration, please contact Lilly Tong at lilly.tong@staff.csmfo.org (<http://>).

The Career Development Committee is excited about presenting this “Annual” training opportunity and anticipates a fulfilling, rewarding experience for all. We look forward to seeing you!

OUR MISSION

CSMFO promotes excellence in financial management through innovation, continuing education and the professional development of our members. CSMFO members are deeply involved in the key issues facing cities, counties, and special districts in the State of California. We value honesty and integrity, and adhere to the highest standards of ethical conduct.

JOIN US TODAY

Join CSMFO and experience all of the benefits of membership. Stay current on government finance news and trends, network with your peers around the state, and gain access to our online resources.

BEACON ECONOMICS FORECAST

The CSMFO Program Committee has arranged for the posting here of the quarterly **Beacon Economics Forecast Newsletter** as a convenience and as a benefit of being a CSMFO member.



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STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney

DATE: November 1, 2022

SUBJECT: Adopt a Resolution approving a License Agreement with the Bakersfield Police Department for use of the Former Farm Labor Campsite to conduct law enforcement training activities, authorize the City Manager or his Designee to execute the License Agreement.

Recommendation:

Adopt a Resolution approving a License Agreement with the Bakersfield Police Department for use of the Former Farm Labor Campsite to conduct law enforcement training activities, authorize the City Manager or his Designee to execute the License Agreement.

Discussion:

The vacant former Farm Labor Camp between J Street and H Street, south of 6th Street in Wasco, is an attractive location for law enforcement and fire department training exercises. The attached draft License Agreement provides for a variety of non-live-fire training exercises conducted by Bakersfield Police Department ("BPD") personnel including the BPD SWAT Team. The BPD will schedule each training exercise with the City and provide the time and scope of the activity. The terms of the License Agreement allow for perpetual use however the City can revoke or terminate the Agreement with notice.

The Wasco City Council has previously approved substantially the same agreement with Kern County Sheriff's Office and authorized execution of similar agreements with Kern County Fire Department and with the Bakersfield Fire Department. Until the camp is ultimately demolished, the facility provides a valuable training ground for regional public safety agencies.

If approved, the attached resolution will authorize the City Manager or designee, subject to City Attorney approval, to finalize and execute the law enforcement training License Agreement with the Bakersfield Police Department.

Fiscal Impact:

The License Agreement will generate no fiscal impact as there is no revenue or expense associated with the activity. No budget action is required.

Attachments:

1. Resolution
2. BPD Training License Agreement

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A LICENSE AGREEMENT WITH THE BAKERSFIELD POLICE DEPARTMENT FOR THE USE OF THE FORMER FARM LABOR CAMPSITE TO CONDUCT LAW ENFORCEMENT TRAINING ACTIVITIES AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LICENSE AGREEMENT.

WHEREAS, the vacant Former Farm Labor Camp is an attractive location for law enforcement and fire department training exercises; and

WHEREAS, the Wasco City Council has previously approved substantially the same agreement with Kern County Sheriff's Office and authorized execution of similar agreements with Kern County Fire Department and with the Bakersfield Fire Department; and

WHEREAS, the City of Wasco and the Bakersfield Police Department have developed a License Agreement allowing the Former Farm Labor Camp to be used for law enforcement training activities;

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

SECTION 1: The City Council hereby approves the License Agreement between the City of Wasco and the Bakersfield Police Department to use the Former Farm Labor Camp, located between J Street and H Street, south of 6th Street in Wasco, to conduct law enforcement training exercises.

SECTION 2: Authorizes the City Manager or his Designee to endorse the License Agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 1, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:_____

GILBERTO REYNA,
MAYOR of the City of Wasco

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") made this _____ day of _____, 2022, by and between the CITY OF WASCO, a California municipal corporation (the "OWNER") and the CITY OF BAKERSFIELD by and through the BAKERSFIELD POLICE DEPARTMENT ("BPD"),

RECITALS:

A. The Bakersfield Police Department would like to use property owned by OWNER for training activities and OWNER is agreeable thereto pursuant to the terms and conditions hereinafter set forth.

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

1.0 The OWNER hereby grants to BPD a revocable license (the "License") to use the premises located at 750 H. Street, Wasco, California (PREMISES) and the abandoned and vacant residential structures thereon (STRUCTURES) subject to the terms and conditions of this Agreement.

2.0 BPD accepts the PREMISES and STRUCTURES "AS IS WHERE IS AND WITH ALL FAULTS" and assumes the risk of any adverse conditions which might affect BPD'S use of the PREMISES and STRUCTURES, including, without limitation, contamination of the PREMISES and STRUCTURES. BPD hereby releases OWNER and OWNER'S officers, councilmembers, and employees from any and all claims, injuries, or damages resulting from the condition of the PREMISES, all STRUCTURES, and accessories thereto and appurtenances thereof and further releases OWNER, its officers, councilmembers, and employees from any and all damages including, without limitation, consequential damages, resulting from, arising out of, or any way connected with the condition of the PREMISES, all STRUCTURES and accessories thereto and appurtenances thereof, lack of maintenance of same, destruction, whether whole or partial of same or for any other reason, whether or not resulting from an act or omission of OWNER. Licensee waives the benefits of California Civil Code Section 1542 which reads 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 would have materially affected his or her settlement with the debtor or released party."

3.0 The License is granted to BPD so that the BPD may occupy the PREMISES and the STRUCTURES for a period of time to conduct law enforcement

training activities. This license does not convey or confer on the BPD an interest or estate in the PREMISES or STRUCTURES. It merely authorizes the BPD to use the PREMISES and STRUCTURES to conduct law enforcement training activities.

4.0 The BPD may only utilize the PREMISES and the STRUCTURES to conduct the following law enforcement training activities: The Bakersfield Police Department's Bomb Squad would be conducting explosive breaching on the STRUCTURES and general explosive disruption of simulated devices inside the STRUCTURES; and the Bakersfield Police Department SWAT Team would be conducting non-live-fire training exercises in, around and upon the STRUCTURES; and other Bakersfield Police Department personnel would be conducting general, non-live-fire training in, around and upon the STRUCTURES. All such training activities shall be conducted such that any debris generated by the training activities, particularly explosive breaching or explosive disruption, will be fully contained within the boundary of the PREMISES. The OWNER is aware that the nature of the law enforcement training activities to be conducted on the PREMISES may damage and destroy the STRUCTURES but agrees that same shall not constitute a breach of this Agreement. At the conclusion of the law enforcement training activities or termination of this License, whichever occurs first, the BPD shall promptly remove from the PREMISES and STRUCTURES all equipment, improvements, debris, materials, supplies, and any and all other items and property brought on to the PREMISES and related to the training activities at BPD'S sole cost and expense and to the reasonable satisfaction of OWNER.

5.0 This License shall be effective on the dates, times and full description of activities agreed to by OWNER and BPD in electronic mail ("emails") or facsimile transmission or other written communication ("Notice of Entry Dates") prior to BPD'S entry onto the PREMISES, which Notice of Entry Date shall be deemed an addendum to this Agreement. OWNER may terminate this Agreement at any time upon ten (10) days prior written notice to BPD.

6.0 Except as otherwise described in this Agreement, BPD shall not be charged rent, a fee, or other monetary consideration for its use of the PREMISES and STRUCTURES.

7.0 BPD may not assign or sublet this License without OWNER'S written consent, which OWNER may give or deny in OWNER'S sole discretion. Any assignment or subletting of this license without OWNER'S written consent is void.

8.0 BPD hereby indemnifies, agrees to defend, and holds harmless OWNER, its officers, Councilmembers, employees and agents from any and all claims for injury or damage arising out of or relating to BPD's activities, whether performed by BPD or

BPD's contractors, provided, however, that OWNER excepts therefrom the damage or destruction of the STRUCTURES.

9.0 BPD shall maintain at all times during the term of this License a comprehensive general liability insurance policy or equivalent self-insurance or joint powers coverage in amounts not less than \$2.0 million per occurrence in which the PREMISES is designated as a site covered by the policy and wherein the policy is designated as primary insurance such that OWNER's insurance shall not be liable to contribute to any claim for injury or damage arising out of BPD's (or BPD's contractor's) activities on the PREMISES. BPD's insurance shall contain an endorsement naming OWNER, its officers, Councilmembers, employees, and agents as additional insureds on the policy. BPD shall provide OWNER with a certificate of insurance reflecting the foregoing prior to BPD having any rights whatsoever to enter the PREMISES.

10.0 OWNER makes no warranties or representations as to the condition of the PREMISES or STRUCTURES or their suitability for the purposes for which BPD will use them.

11.0 Any notice to be given hereunder or at law to either party shall be in writing and shall be deemed served when personally delivered or when sent either by confirmed facsimile, electronic mail ("email"), overnight courier, or by registered or certified mail as follows: to OWNER – City Manager, 746 8th Street, Wasco, California 93280, Fax (661) 758-5411, Email CityClerk@cityofwasco.org; and to BPD – _____, _____, Fax (____) _____, Email _____. Either party may change its address or fax number by providing notice of same to the other party in the manner described herein.

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

13.0 This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral or written agreements between the parties with respect thereto.

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

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

16.0 This Agreement may be executed (either by "wet" signature or electronically) in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

17.0 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.

18.0 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.

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

City of Wasco

Dated: _____

By: M. Scott Hurlbert, CITY MANAGER

Bakersfield Police Department

Dated: _____

By: _____



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: November 1, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement Including Subsequent Amendments with Samsara, Inc. to Provide Global Positioning System (GPS) Hardware and Service on Forty-Six City Vehicles in an Amount of \$9,220.24/First-Year.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to negotiate and enter into an agreement including subsequent amendments with Samsara, Inc. to provide global positioning system (GPS) hardware and service on forty-six city vehicles in an amount of \$9,220.24 for the first year, then \$9,172.24 after year-one.

Discussion:

On August 21, 2018, the City Council approved Agreement No. 2018-036 for Verizon to provide global positioning system (GPS) hardware and service on eleven City vehicles. Thirty-three (33) additional vehicles were added to the agreement for a total of forty-four (44) City vehicles that currently have GPS hardware installed from Verizon. GPS provides the ability to track vehicle locations both in real-time and historically. The system has the capability of providing speed, maintenance, driving style, and other reports. Monitoring the City's fleet allows the management team to track staff's locations and time spent at each location. It also offers the opportunity to monitor the driver's driving style, giving the managers the opportunity to correct unsafe behaviors or commend safe behaviors as needed.

Verizon is our current GPS Fleet provider but does not provide the reliable support needed. Support and response time can take weeks and billing issues have been difficult to resolve. The current GPS system through Verizon costs \$17.45/month per vehicle which translates to an annual cost of \$9,213.60 for forty-four (44) vehicles.

After comparing similar platforms, participating in trial runs, and receiving actual reviews from current customers, such as the City of Shafter, Samara proved to be the best alternative. Samsara serves thousands of customers across a wide range of industries including logistics and government with their headquarters located in San Francisco, CA.

Samsara, Inc. has proposed a monthly fee of \$15.35 per vehicle for a three-year agreement. Cost to the City would be \$9,220.24 for the first year (46 units at \$15.35/month plus tax and one-time freight fee), then \$9,172.24 annually for years 2 and 3. The GPS hardware and installation comes at no cost to the City so long as the City maintains the 36-month subscription to the service.

It is being proposed to switch service from Verizon to Samsara. The City Attorney and Samsara Inc. have drafted the attached agreement. It is currently under review and although the financial terms are agreed, legal review is not finalized. Once a mutual agreement has been reached on terms, the City Manager will sign and execute. The Resolution also authorizes the City Manager to execute amendments to the Agreement when changes or additions to vehicle assignments occur.

Fiscal Impact:

The City currently pays \$9,213.60 annually to track forty-four (44) vehicles; after approval, the annual cost will be \$9,172.24 for forty-six (46) vehicles (plus a one-time freight charge of \$48.00 in the first year). The \$9,172.24 annual expense will be incorporated into each respective departmental budget.

Attachments:

1. Resolution
2. List of Fleet
3. Quote Summary
4. Draft Agreement

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT INCLUDING SUBSEQUENT AMENDMENTS WITH SAMSARA, INC.

WHEREAS, the City of Wasco owns, operates, and maintains vehicles used to provide various services to residents; and,

WHEREAS, the City requires to acquire new global positioning system hardware and tracking services for forty-six (46) vehicles identified in Exhibit "A"; and,

WHEREAS, the City allocates budget funds for communication operations on an annual basis; and,

WHEREAS, the City will be subscribing to services as reflected in the attached service order form as Exhibit "B"; and,

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

WHEREAS, Samsara, Inc and the City each acknowledge that each party has reviewed the agreement; and,

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

SECTION 1: Authorizes the City Manager to negotiate, finalize and execute the three-year Agreement with Samsara, Inc to acquire new GPS hardware and services for forty-six (46) vehicles.

SECTION 2: Authorizes the City Manager to negotiate and execute amendments to the Agreement with Samsara, Inc when changes or additions to vehicle assignments occur.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 1, 2022, by the following vote:

COUNCIL MEMBERS: Garcia, Lynch, Martinez, Pallares,
AYES:
NOES:
ABSTAIN:
ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

	City Vehicle Number	Department	Type	Make	Model	Year
1	33	Animal Control	Pickup with kennels	Dodge	Ram 2500	2007
2	10	Building	Pickup	Ford	F-150	2018
3	M2	Building	Car	Ford	Fusion	2016
4	M3	City Hall	Car	Ford	Fusion	2016
5	5	Code	Pickup	Ford	F-150	2018
6	7	Code	Pickup	Dodge	Dakota	2007
7	60	Dial-A-Ride	Bus	Ford	E-450 Super Duty	2016
8	61	Dial-A-Ride	Passenger Van	Ford	E-150	2014
9	63	Dial-A-Ride	Bus	Ford	E-450 Super Duty	2016
10	13	Disposal	Refuse DF	Auto Car	Xpeditor	2007
11	14	Disposal	Refuse Truck	Mack	LEU	2016
12	15	Disposal	Refuse Truck	Auto Car	Cabover	2006
13	17	Disposal	Sweeper	Freightliner	M2-106	2015
14	18	Disposal	Refuse Truck	Auto Car	Xpeditor	2008
15	19	Disposal	Refuse Truck	Auto Car	Xpeditor	2018
16	21	Disposal	Roll Off	Volvo	VHD-64B	2006
17	22	Disposal	Refuse Truck	Peterbilt	320	2010
18	23	Disposal	Refuse Truck	Mack	LEU	2014
19	24	Disposal	Refuse Truck	Auto Car	Xpeditor	2016
20	25	Disposal	Sweeper	GLOBAL	GLBEN	2017
21	27	Disposal	Pickup	Chevrolet	Silverado 1500 Legacy	2019
22	96	Disposal	Pickup	Ford	F-150	2006
23	n/a	Disposal		Auto Car	ACx64	2022
24	n/a	Disposal		Auto Car	ACx64	2022
25	97	Engineering	Pickup	Ford	F-150	2007
26	43	Facilities Man.	Pickup / Utility Bed	Ford	F-250	2008
27	37	Shop	Service Truck	Chevy	3500	2004
28	2	Street	Pickup	Ford	F-150	2007
29	72	Street	Road Patch Truck/ Straight Truck	International	4300	2012
30	78	Street	Pickup/Utility Bed	Chevrolet	3500 HD	2016
31	84	Street	Paint Truck	Ford	F-450 Super Duty	2020
32	87	Street	Pickup	GMC	2500HD	2022
33	89	Street	Lawn Service Truck	GMC	3500 HD	2014
34	92	Street	Dump Truck	Peterbilt	348	2018
35	93	Street	Pickup	Chevrolet	Silverado 1500	2005
36	99	Street	Big Dump Truck	Sterling	LT9500	2007
37	46	Waste Water		Peterbilt	31Y	2021
38	40	Waste Water	Pickup	Ford	F150	2007
39	41	Waste Water	Pickup / Utility Bed	GMC	SIERRA 2500HD	2015
40	M1	Waste Water	Car	Ford	Fusion hyb.	2012
41	51	Water	Pickup / Utility Bed	Chevrolet	Silverado 3500	2004
42	53	Water	Pickup / Utility Bed	Ford	F-250	2009
43	54	Water	Pickup/Utility Bed	Chevrolet	Silverado 3500 HD	2018
44	55	Water	Pickup / Utility Bed	Ford	F-250 Super Duty	2007
45	64	Water	Pickup	Chevrolet	Colorado	2019
46	65	Water	SUV	Ford	Escape	2010



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-546117

Issued 10-26-2022

Expires 11-19-2022

Prepared For:

City of Wasco
801 F ST.
Wasco, California
93280

Prepared By:

Christian Houston Floyd
christian.houston@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 36
Months

Shipping and Handling \$48.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$699.04

First Year Payment \$9,220.24

Payments Beginning Year Two \$9,172.24

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Neomi Perez
746 8th St
Wasco, California, 93280-2010
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54 HW-VG54-NA	30	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	29	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	16	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	16	\$0.00	\$0.00
Enhanced VG Series J1939 cable for Volvo/Mack OBDII connectors CBL-VG-CJ1939-VM	1	\$0.00	\$0.00
Hardware Due			\$0.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	46	\$184.20	\$8,473.20
		Annual License Due	\$8,473.20



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:



This Master License and Services Agreement is entered into as of _____ (“Effective Date”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 350 Rhode Island Street, 4th Floor, South Building, San Francisco, CA 94103 (“Samsara”) and _____ City of Wasco _____, a _____

_____, along with any Affiliates, with its principal place of business located at _____ (“Customer” and, collectively with Samsara, the “Parties”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “Agreement”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.8 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.9 “**Hosted Software**” means Samsara’s web-based software platform, including the interface accessed online at cloud.samsara.com.

1.10 “**License Expiration Date**” means the later of (i) the license termination date set forth in the applicable Order Form (“**Initial Term**”), and (ii) if applicable to such Order Form the end of the then-active Renewal Term (as defined below).

1.11 “**Malicious Code**” means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.12 “**Order Form**” means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara.

1.13 “**Pre-Launch Offerings**” means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.14 “**Products**” means the Hardware and Services.

1.15 “**Professional Services**” means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.16 “**Refund**” means an amount refunded to the Customer pursuant to the terms of this Agreement equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) the cost of purchased

Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.17 “**Samsara Software**” means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.18 “**Samsara Software Systems**” means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.19 “**Services**” means the Samsara Software and Professional Services.

1.20 “**Support Services**” means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer and Samsara agree to be bound by the terms of this Agreement. Customer and Samsara represent and warrant that each has the authority to sign this Agreement and that each otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara’s direct competitor, as determined in Samsara’s sole discretion, except with prior written consent.

3. Changes to Terms. Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing (the “Modification Notice”). Should Customer continue to use the Products thirty (30) days after Samsara has provided such Modification Notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara’s Modification Notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, starting from the license start date set forth in the applicable Order Form until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara’s express prior written consent: (i) resell, white label, or reproduce the

Samsara Software or any individual element within the Samsara Software, Samsara’s name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Samsara Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer’s access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer’s intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara’s Cable Exchange Policy, please visit <https://www.samsara.com/support/hardware-warranty>.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara’s sole discretion. If Samsara discontinues supporting the Products or Services Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without

offering to replace them with an updated version or newer model, Customer shall receive a Refund as defined in Section 1.16 above, upon request. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Customer's use of Pre-Launch Offerings made available by Samsara is optional and at Customer's discretion. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer may, at Customer's discretion provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under this Agreement, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any

Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara shall keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data shall be immediately deleted upon request by Customer.

10.2 Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO

10.3

CUSTOMER INSTRUCTIONS OR FROM THE
CUSTOMER'S BREACH OF THIS SECTION 10.2.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. Subject to the requirements of the California Public Records Act (Gov.C. Section 6254 et seq.), the receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees or agents of receiving Party in performing under this Agreement under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer

and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Wifi Data Usage. The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Software does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Samsara will not use Customer's name or logo for publicity purposes without Customer's prior consent.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement and such breach remains uncured after 30 days, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and, if applicable, the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES, ANY PRE-LAUNCH OFFERINGS, AND ANY LINKS AND INTEGRATIONS WITH THIRD-PARTY WEBSITES, RESOURCES, PRODUCTS AND/OR SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. Exhibit A contains information regarding the Samsara Hardware warranty.

18. Limitation of Liability

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE

PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN OR A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction

and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

21.3 Assignment. Neither Samsara nor Customer may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent, which consent shall not be unreasonably denied or delayed, except in the case of a merger, acquisition, or sale of all or substantially all assets of the Party or to an Affiliate. Any attempt by a Party to assign or transfer this Agreement, without such consent, will be null. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

21.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of

the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.5 Force Majeure. Neither party is liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations (except for payment obligations) under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, or failure of utilities, transportation facilities, or communication or electronic systems.

21.6 Financed Purchases. Reserved.

21.7 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara and Customer must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 350 Rhode Island Street, 4th Floor, South Building, San Francisco, CA 94103

Customer

Name: Scott Hurlbert, City Manager

Email: schurlbert@cityofwasco.org

Telephone: 661-758-7214

Address: 746 8th Street, Wasco, California 93280

21.8 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

21.9 Captions. The captions appearing in this Agreement are for convenience only, are not part of this Agreement and shall not be considered in interpreting this Agreement.

21.10 Attorney's Fees. 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, subject to Section 18 of this Agreement.

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

21.12 Counterparts. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to

constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

executed Agreement shall be as effective as the original for all purposes.

[END OF TERMS AND CONDITIONS]

21.13 Copies. An electronic or facsimile copy of this fully

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Wasco:

Samsara Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Hardware Warranty Returns

If Customer is experiencing technical issues, please contact Samsara support. Contact information can be found at www.samsara.com/support.

Samsara stands behind its Hardware Products. Hardware Products that require a valid license to function (i.e., Hardware Products associated with a license with a “LIC-” prefix in the applicable SKU) have a warranty that lasts for as long as Customer maintains a valid license for such Hardware. The following Hardware Products are eligible for such warranty:

- VG-series gateways
- CM-series cameras
- EM-series environmental monitors
- AG-series gateways
- Cargo monitors
- Door monitors
- IG-series gateways
- GW22 gateways
- VS-series machine vision systems
- HM-series monitors
- WM11 wireless I/O module
- SG-series gateways
- SC-series cameras

All other Hardware Products come with a one-year warranty as of the date of shipment, unless otherwise specified on the applicable Samsara data sheet. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section.

To request a return materials authorization (“RMA”) under this Hardware Warranty Returns section, please contact Samsara support or submit an RMA request through the Hosted Software dashboard. If Customer’s RMA request is approved, Samsara will provide Customer with an RMA number and a return shipping label for the defective Hardware units free of charge. Samsara will ship all replacement Hardware once your RMA request has been approved and processed.

Customer must return the defective Hardware units to Samsara for receipt within twenty-one (21) days of provision of the return shipping label. If Samsara does not receive the defective Hardware units within this twenty-one (21) day period, Samsara reserves the right to charge Customer the fees and costs associated with the device replacement.

If Customer requests an RMA and no material defect is found with Customer’s Hardware unit, Samsara will contact Customer before taking further action.

Product Trial Hardware Returns

In order to return Hardware units from a Product trial, please contact Customer’s Samsara sales representative or email trials@samsara.com to request an RMA number. If Customer’s trial hardware was shipped to the US, Canada, Mexico, the UK or the EU, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing Samsara Hardware and related Samsara Software Products following Customer’s trial, Customer must return the trial Hardware units to Samsara for receipt within twenty-one (21) days of the end of Customer’s trial. If Samsara does not receive the trial Hardware units within this twenty-one (21) day period, Samsara reserves the right to charge Customer the fees and costs associated with the Hardware units.

Product Refund Requests

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to any Hardware replacements or upgrades or Product license renewals for which the Product license is renewed or extended beyond the Initial Term. All Product returns must meet the following criteria:

- Customer purchased the Product through an authorized Samsara reseller or directly from Samsara
- Customer is the original purchaser of the Product
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its refund request in writing as described below within thirty (30) days of the date of shipment of the applicable original Hardware procured under an Order Form
- The Hardware Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than forty-five (45) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund typically within thirty (30) days of receiving the Hardware return. From time to time Samsara in its discretion offers special refund terms. If Customer's return is covered by special terms, please reference those terms on Customer's RMA request. Please contact Samsara directly for all refund requests, including Product purchased through distributors or resellers.

Hardware Upgrade Option As Necessary For Renewal License Enablement

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to expiration of the applicable Samsara Software license term of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

Cable Exchange Policy

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Support or by submitting a cable exchange request through the Hosted Software dashboard
- Samsara must receive the Hardware cables to be exchanged within twenty-one (21) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual device failures are not considered downtime but may be covered under Samsara’s hardware warranty.

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days of Hosted Software Services that Samsara will add to the end of the Customer’s paid license term, at no charge to Customer.

2. Service Level Warranty. During the Term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	Days Credited
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara within 30 days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed 30 days.

5. Exclusions. The Service Level Warranty does not apply to any services that expressly exclude this Service Level Warranty (as stated in the documentation for such services) or any outages or performance issues (i) caused by strikes (other than strikes of a party’s own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party’s own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) that resulted from Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) that otherwise resulted from Customer’s violation of the restrictions or Customer responsibilities set forth in the Master License and Services Agreement between Customer and Samsara; or (iv) caused by a third party hosting service contracted by Samsara to provision the Hosted Software.

6. Exclusive Remedy. This SLA states Customer’s sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: November 1, 2022

SUBJECT: Adopt a Resolution Approving the Issuance of the California Municipal Finance Authority Multi-Family Housing Revenue Bonds in an Aggregate Principal Amount not to exceed \$15,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Poplar Place Apartments and Certain Other Matters Relating Thereto.

Recommendation:

Staff recommends adoption of a resolution approving the issuance of the California Municipal Finance Authority multi-family housing revenue bonds in an aggregate principal amount not to exceed \$15,000,000 for the purpose of financing or refinancing the acquisition, construction, improvement and equipping of Poplar Place Apartments and certain other matters relating thereto.

Discussion:

On November 16, 2021, the City approved the Poplar Place Apartment project, a 36-unit affordable multi-family project at 401 N. Poplar. The Borrower for this project requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$15,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, construction, improvement and equipping of the Poplar Place Apartments.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Wasco must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Notice of this hearing was published in the Wasco Tribune in advance of this hearing. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit where the project is located must provide its approval of the issuance of the Bonds for the financing of the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 330 municipalities, including the City of Wasco, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFR hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

Fiscal Impact:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower. In addition, the City's legal counsel has thoroughly reviewed this request and recommended the attached Indemnity Agreement between Pacific West Communities and the City which was fully executed prior to this hearing.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Wasco, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

Attachments:

1. Resolution
2. Exhibit A - Indemnity Agreement between Pacific West Communities and the City of Wasco

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF POPLAR PLACE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Wasco Pacific Associates, LP (the "Borrower") a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at the west side of Poplar Avenue, north of Highway 46, Wasco, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Wasco (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

SECTION 1. The foregoing resolutions are true and correct.

SECTION 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 5. This resolution and approval are subject to Indemnity Agreement Number 22-042 between the Pacific West Communities Inc. and the City of Wasco dated October 11, 2022 and attached here as Exhibit A.

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6. This resolution shall take effect immediately upon its adoption.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 1, 2022, by the following vote:

COUNCIL MEMBERS: Garcia, Lynch, Martinez, Pallares,

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this "Agreement") is entered into as of October 11th 2022, by and between Pacific West Communities, Inc. ("Pacific West") and the City of Wasco (the "City"), with reference to the following facts and circumstances:

RECITALS

A. Wasco Pacific Associates, LP, a partnership of which Pacific West or a related person to Pacific West is the general partner, has requested that the California Municipal Finance Authority ("CMFA") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement, and equipping of the Poplar Place Apartments, a multifamily rental housing project (the "Project") located at the west side of Poplar Avenue, north of Highway 46, in Wasco, California.

B. Pursuant to Section 147(f) of the Code, the issuance of the Bonds by CMFA must be approved by the City because the Project is located within the territorial limits of the City. The City Council of the City (the "City Council") is the elected legislative body of the City and an "applicable elected representatives" authorized to approve the issuance of the Bonds under Section 147(f) of the Code.

C. CMFA has requested that the City Council approve the issuance of the Bonds by the CMFA in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City.

D. Pursuant to Section 147(f) of the Code, the City Council intends to hold a public hearing regarding the issuance of the Bonds and consider a resolution approving the issuance of the Bonds.

NOW, THEREFORE, in consideration of the foregoing recitals, and the City's holding such public hearing and considering such resolution, Pacific West and the City agree as follows:

1. **Indemnification.** From and after the execution of this Agreement, Pacific West hereby agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold harmless the City and its council members, officers, employees, and agents (collectively, the "City Parties") from and against all legal actions or proceedings, and any other claims, liabilities, losses, judgments, damages, awards, costs and expenses (including reasonable attorneys' fees and court costs actually incurred by the City Parties) arising directly or indirectly out of or related to the City's approval of the issuance of the Bonds.

2. Governing Law; Interpretation/Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. This Agreement shall be construed according to its fair meaning as if prepared by both parties hereto.

3. Modifications; Waivers. No modifications of this Agreement, shall be effective unless it is in writing and is duly authorized and executed by the parties hereto, and similarly no waiver by either party of any provision of this Agreement shall be effective unless it is in writing and is duly authorized and executed by the waiving party.

4. Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


5. Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding between the parties related to the matters covered by this Agreement and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, are merged herein and shall be of no further force or effect.

6. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a fully-executed original.

*[Remainder of this page intentionally left blank]
[Signatures appear on next page]*


IN WITNESS WHEREOF, Pacific West and the City have executed this Agreement as of the date first set forth above.

PACIFIC WEST COMMUNITIES, INC.


By: 
Name: Caleb Roope
Title: Pres/CEO

By: _____
Name: _____
Title: _____

CITY OF WASCO

By: 
M Scott Hurlbert (Oct 11, 2022 11:49 PDT)
Name: M. Scott Hurlbert
Title: City Manager

ATTEST:


Maria O. Martinez, City Clerk