



AGENDA

Regular City Council Meeting,

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

Tuesday, September 5, 2023 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

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

View the meeting Live on the city's website

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

ACCESSIBILITY: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

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

Agenda Materials: City Council agenda materials are released no later than 72 hours prior to a meeting and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

PUBLIC COMMENTS: **All public comments are subject to a 2-minute limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters, not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at cityclerk@cityofwasco.org no later than **4:00 p.m. September 5, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will

still be included as a part of the record of the meeting. Still, it will not be read into the record.

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

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

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

GETTING TO KNOW YOUR AGENDA

Agenda Sections:

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

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

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

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

NEW BUSINESS: these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation,

and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

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

Council Actions:

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

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

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

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

REGULAR MEETING – 6:00 pm

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

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

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

4) **INVOCATION:** by Manuel Cantu, Lifehouse Church

5) **PRESENTATIONS:**

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 \$565,808.71
- b. Approval of City Council Minutes for:
 - 1. April 18, 2023, Regular Meeting
 - 2. May 2, 2023, Regular Meeting
 - 3. August 15, 2023, Regular Meeting
 - 4. August 15, 2023, Special Meeting
- c. Approval of Travel and Training Expenses Exceeding \$500.00 per trip for the Billing and Collections Specialist II and Accounts Payable/Payroll Specialists to attend the California Public Employers Labor Relations Association (CALPELRA) 2023 Annual Training Conference on November 14th - November 17th, 2023 in Monterey, CA, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- d. Approval for Travel Expenses Exceeding \$500.00 for Code Compliance Officers to attend the 2023 California Association of Code Enforcement Officers Conference from November 6, 2023, to November 9, 2023, in Monterey, CA, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- e. Adopt a Resolution Authorizing the City Manager or Designee to Execute an Easement to the Pacific Gas & Electric Company and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.
- f. Approval of the Acceptance of the TDA Article 3 – Pedestrian Improvements Project and Authorization for the City Clerk to file the Notice of Completion, Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332; no environmental review is required.
- g. Approval of the acceptance of the Vacuum Truck Storage Building project and Authorize the City Clerk to file the Notice of Completion, and Find the proposed Project for compliance with the California Environmental Quality Act (CEQA), and

determine that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

- h. Adopt a Resolution Authorizing the City Manager or designee to Sign and Execute an Agreement with Con Fab, a subdivision of Wastequip in the amount not to exceed \$12,000.00 to purchase 10, 3 cubic yard metal refuse bins via Sourcewell Contract #040621-WQI, and Find the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332, no environmental review is required.
- i. Approval of the Travel Expenses Exceeding \$573.35 for Police Chief Fivecoat for attending the 59th FBI/INNA Federal Bureau of Investigation National Annual Training Conference from July 29, 2023, to August 1, 2023, in Denver, CO., and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- j. Approval of the acceptance of the CDBG 16th Street Rehabilitation Project and Authorize the City Clerk to file the Notice of Completion, and Find the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.
- k. Adopt and Waive the Second Reading of an Ordinance of the City Council of the City of Wasco Replacing Ordinance No. 18-698 And Amending Wasco Municipal Code Chapter 2.14 Relating to The Appointment of the City Clerk and City Treasurer, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

10)PUBLIC HEARINGS: None

11)DEFERRED BUSINESS: None

12)NEW BUSINESS:

- a. Adopt a Resolution Approving the Amended Employment Agreement Terms Between City Manager, M. Scott Hurlbert and the City of Wasco, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Vera)
- b. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2023-2024 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required. (Vera)

- c. Adopt A Resolution Approving A New Capital Improvement Project (11th Street Pedestrian Improvements); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Project Fund Appropriation of \$451,000.00 And Corresponding Revenue Budget To Allow For Reimbursement of Eligible Project Expenditures Through Grant Program; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Environmental, Architect/Engineering Services And Other Items Related to the 11th Street Pedestrian Improvement Project, Up to the Reimbursable Amount Of \$451,000.00, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA. (Lara)
- d. Adopt A Resolution Approving A New Capital Improvement Project (Police Firing Range Restoration); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Police Firing Range Restoration Fund Appropriation of \$50,000; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Construction Services, Portable Office Relocation, And Other Items Related to the Firing Range Restoration Project, Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA. (Hurlbert)
- e. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Flock Group Inc. for the installation of ten (10) Flock Safety Falcon cameras and associated software and licensing, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.
- f. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Capture Technologies, Inc. for a Police Department dispatch voice recording system, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

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

14) REPORTS FROM KC FIRE AND SHERIFF:

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

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION:

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on September 2, 2023, on/ or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.



Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review on the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280, during regular business hours, 8:00 am – 4:30 pm Monday through Thursday and 8:30 am – 4:30 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

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

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



Bill Pay

As of: August 30, 2023

WARRANTS	AMOUNTS
W081723	8,064.41
G2081723	2,010.00
G083023	82,221.29
G2082823	29,168.51
G1082823	8,881.53
H083023	17,221.91
R083023	212.68
G081023	357.00
G081623	101,820.20
G081423	30,607.72
G2081423	549.24
G081723	9,666.80
G082323	176,422.27
G082123	19,026.56
W082323	629.14
G2082123	157.00
A1082823	64,925.73
A2082823	10,032.39
A3082823	1,375.00
A081423	2,459.33
Grand Total	565,808.71

Verified By:
Finance Director

Isarel
Perez-
Hernandez
Z

Digitally signed by:
Isarel Perez-
Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.
org C = US
Date: 2023.08.31 01:
20:17 -08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011639482	2411	TRANSFER OF FUNDS VOUCHER V011639482	165.79
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011639599	2412	TRANSFER OF FUNDS VOUCHER V011639599	3,988.23
W081723	CITY OF WASCO-UB PAYMENTS	1875	V11640610	2413	TRANSFER OF FUNDS VOUCHER V11640610	347.05
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011641452	2414	TRANSFER OF FUNDS VOUCHER V011641452	285.95
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011641653	2415	TRANSFER OF FUNDS VOUCHER V011641653	2,715.97
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011641860	2416	TRANSFER OF FUNDS VOUCHER V011641860	275.47
W081723	CITY OF WASCO-UB PAYMENTS	1875	V011642061	2417	TRANSFER OF FUNDS VOUCHER V011642061	285.95
W081723 Total						8,064.41
G2081723	CITY OF SHAFTER	847	081723	26015	3 ADDITIONAL VEHICLES FOR PD	2,010.00
G2081723 Total						2,010.00
G083023	ACC BUSINESS	4766	232266113	26062	FIBER NETWORK SERVICES	816.91
G083023	AFFINITY TRUCK CENTER	405	F013273493:01	26063	RFS VEH #19: COIL & IGNITION	242.32
G083023	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202308170590	26064	8/11/23 - 8/17/23 METER READING SERVICE	6,616.13
G083023	AMAZON CAPITAL SERVICES, INC	4968	16RP-N7XH-GXVL	26065	1 QT: WASH SPRAYER FOR GARDEN HOSE	41.97
G083023	AMAZON CAPITAL SERVICES, INC	4968	1XP7-CFJQ-FPJV	26065	OFFICE SUPPLY FOR PW	21.15
G083023	AMAZON CAPITAL SERVICES, INC	4968	1PXT-44KG-993D	26065	HEADPHONES FOR MEETING	16.55
G083023	AMAZON CAPITAL SERVICES, INC	4968	1RKG-WM7P-6MC6	26065	HEADSETS FOR MEETINGS	17.31
G083023	AMAZON CAPITAL SERVICES, INC	4968	1WGV-71F4-KTRA4	26065	1 QT: DOCKING STATION & 1 QT: POWER ADAPTER	335.51
G083023	AMAZON CAPITAL SERVICES, INC	4968	1CMP-9RHD-6L9G	26065	2 QT: BATTERY CONTROLLER WITH SOLENOID	205.46

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G083023	AMAZON CAPITAL SERVICES, INC	4968	149P-WY6L-DKRP	26065	1 QT: HEAVEY DUTY CASE FOR IPAD	26.29
G083023	ATT - PAYMENT CENTER	1488	000020423540	26066	PHONE SERVICES 07/24/2023 - 08/23/2023	30.11
G083023	ATT - PAYMENT CENTER	1488	000020423541	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	50.64
G083023	ATT - PAYMENT CENTER	1488	000020423542	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423543	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	340.03
G083023	ATT - PAYMENT CENTER	1488	000020423544	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.82
G083023	ATT - PAYMENT CENTER	1488	000020423545	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	75.18
G083023	ATT - PAYMENT CENTER	1488	000020423546	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.42
G083023	ATT - PAYMENT CENTER	1488	000020423547	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	50.64
G083023	ATT - PAYMENT CENTER	1488	000020423548	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423549	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423550	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	1,386.47
G083023	ATT - PAYMENT CENTER	1488	000020423551	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423552	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	30.11
G083023	ATT - PAYMENT CENTER	1488	000020423553	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	49.09
G083023	ATT - PAYMENT CENTER	1488	000020423554	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423555	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423556	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423557	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	26.09
G083023	ATT - PAYMENT CENTER	1488	000020423558	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	75.20
G083023	ATT - PAYMENT CENTER	1488	000020425081	26066	PHONE SRVCS 07/24/2023 - 08/23/2023	89.38
G083023	BSK & ASSOCIATES, INC.	1052	AG19156	26067	WW SAMPLE TEST: 8/8/23 BOD & TSS	140.00
G083023	BSK & ASSOCIATES, INC.	1052	AG19270	26067	WW SAMPLE TEST: 8/3/23 BPD. TDS, NITROGEN, TSS	305.00
G083023	BSK & ASSOCIATES, INC.	1052	AG19555	26067	WW SAMPLE TEST: 8/10/23 BOD & TSS	140.00
G083023	BSK & ASSOCIATES, INC.	1052	AF19854	26067	WW SAMPLE TEST: 8/15/23 BOD & TSS	140.00
G083023	BSK & ASSOCIATES, INC.	1052	AG20106	26067	WW SAMPLE TEST: 8/17/23 AMMONIA, BOD, TDS, & TSS	305.00
G083023	CINTAS CORPORATION NO. 3	4480	4165091568	26068	UNIFORM SRVCS W.E. 081823	379.64
G083023	CINTAS CORPORATION NO. 3	4480	4164400166	26068	UNIFORM SRVCS W.E. 081123	424.47
G083023	CLARK PEST CONTROL	117	33777783	26069	AUG 2023: 1400 J ST PEST CONTROL SERV	220.00
G083023	COUNTRY AUTO & TRUCK, INC.	3008	742829	26070	WATER GENERATOR - FILTERS FOR PM SERVICE	210.55
G083023	COUNTRY AUTO & TRUCK, INC.	3008	742949	26070	RFS VEH #19: 4 TAIL LED LIGHTS & PLUGS	123.45
G083023	CUMMINS INC	376	Y8-38975	26071	RFS VEH #19: COIL IGNITION & SPARK PLUG	1,707.46
G083023	DOOLEY ENTERPRISES, IC	5967	66158	26072	TARGET RANGE INVENTORY	2,090.81
G083023	FASTENAL COMPANY	3221	CABAE23921	26073	1 GAL OF FOAMY PRO	242.39
G083023	FASTENAL COMPANY	3221	CABAE23961	26073	SUPPLIES FOR DAILY OPERATIONS : STREET DEPT	630.85
G083023	FED EX	123	8-235-3548	26074	FEDEX EXPRESS SRVCS W.E 0824	51.10
G083023	GARDAWORLD	4266	10752082	26075	SEPT 2023: ARMORED CAR SRVCS	447.09
G083023	GRANICUS LLC	5919	169367	26076	STREAMING SRVCS COUNCIL CHAMBERS	1,435.00
G083023	KNIGHT'S SITE SERVICES, INC	1075	0000174803	26077	8/22/23-9/18/23: PORTABLE TOILET SERVE AT GW SITE	64.36
G083023	KRAZAN & ASSOCIATES, INC.	74	B628035-2274	26078	20215: N MAGNOLIA MATERIAL TESTING	2,767.00
G083023	LAWSON PRODUCTS INC	792	9310844929	26079	MATERIAL #GENERAL: WIRE TIE, BUTTON CONN	221.14
G083023	MARTIN, PARIS, AND MULLINS LLC	5976	#2023-006-697	26080	BACKGROUND INVESTIGATION	1,800.00
G083023	NEW YORK LIFE INSURANCE COMPANY	4733	YMH20230903	26081	AUG 2023: INS PREMIUM	270.00
G083023	ONE SOURCE PARTS, LLC DEPT 900	5748	1002273	26082	RFS VEH #19: LOCK CYLINDER	714.98
G083023	PACE ANALYTICAL SERVICES, INC	5694	B481294	26083	WTR SAMPLE TEST: 8/8/23 BACTERIOLOGICAL	84.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B480420	26083	WTR SAMPLE TEST: WELL #11,12,14 BACTERIOLOGICAL	42.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B480453	26083	WTR SAMPLE TEST: 7/25/23 WELL 7 & 8 BACTERIOLOGICA	28.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B480454	26083	WTR SAMPLE TEST:7/25/23 BACTERIOLOGICAL	84.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B480702	26083	WTR SAMPLE TEST: 7/20/23 WELL #14 DRINKING CLIP	360.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B480787	26083	WTR SAMPLE TEST: 8/1/23 BACTERIOLOGICAL	98.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G083023	PACE ANALYTICAL SERVICES, INC	5694	B481224	26083	WTR SAMLE TEST: 8/15/23 BACTERIOLOGICAL	300.00
G083023	PACE ANALYTICAL SERVICES, INC	5694	B481424	26083	WTR SAMPLE TEST: 8/14/23 BACTERIOLOGICAL	98.00
G083023	PG & E COMPANY	85	8043623467-0 081523	26084	SE CORNER OF POPLAR & MARGALO	20.93
G083023	PG & E COMPANY	85	5199704189-5 081723	26084	UB MULTIPLE LOCATIONS 081723	44,173.02
G083023	READYREFRESH BY NESTLE	4027	23H0018613430	26085	7/15/23-8/14/23: 5410 7TH ST PORTABLE WTR SERV	221.83
G083023	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S172006	26086	764 E ST/ANNEX GEN: 23/24 ANNUAL PTO	290.00
G083023	SANDOVAL INDUSTRIES LLC	1180	6571	26087	SHEET METAL	331.79
G083023	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3041	26088	23006: PUBLICATION FREE COMPOST	404.00
G083023	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3049	26088	21016: SB1 POPLAR AVE REHAB AD 8/17/23	679.00
G083023	SYN-TECH SYSTEMS INC	4837	271600	26089	CNG REPAIRS: TECH SUPPORT	42.00
G083023	THE BAKERSFIELD CALIFORNIAN	206	89223ad234095	26090	21016: SB1 POPLAR AVE REHAB AD	2,048.52
G083023	TLC ANIMAL REMOVAL SERVICES	5195	0002185	26091	ANIMAL REMOVAL SERVICE 8/21/23	800.00
G083023	UNIVAR USA INC	111	51362724	26092	WELL #7: 7TH & POPLAR LIQUID CHLORINE	136.82
G083023	UNIVAR USA INC	111	51362723	26092	WELL #12: MCCOMBS BETWN ANNIN & PALM LIQUID CHLORI	1,796.79
G083023	UNIVAR USA INC	111	51362725	26092	WELL #8: POSO DRIVE LIQUID CHLORINE	696.52
G083023	UNIVAR USA INC	111	51362727	26092	WELL #14: 747 G ST LIQUID CHLORINE	1,077.95
G083023	UNIVAR USA INC	111	51400666	26092	WELL #11: 11TH & OAK LIQUID CHLORINE	746.28
G083023	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015460	26093	PHYSICAL POST-OFFER 081123	45.00
G083023	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015516	26093	PHYSICAL POST-OFFER 081623	90.00
G083023	USA BLUEBOOK	498	INV00110886	26094	SUPPLIES FOR WWTP	36.75
G083023	USA BLUEBOOK	498	INV00105261	26094	SUPPLIES FOR WWTP	233.12
G083023	WILLDAN FINANCIAL SERVICES	5894	010-55673	26095	22028: DEVELOPMENT IMPACT FEE STUDY JULY	1,200.00
G083023	WITCHER ELECTRIC, INC.	3856	39877AA	26096	WELL #14: TROUBLESHOOT	347.28
G083023	YOLANDA TINAJERO	5975	081723	26097	Y.TINAJERO REIMBURSEMENT FOR TRAINING	100.99
G083023 Total						82,221.29
G2082823	AMERIVET CONTRACTING	5242	WAS-001.001	26101	23030: DEMOLITION OF SAL BUILDING	13,800.00
G2082823	DLT SOLUTIONS, LLC	576	SI611781R	26102	AUTOCAD 2024 - SINGLE USER ANNUAL SUBSCRIPTION	476.42
G2082823	DLT SOLUTIONS, LLC	576	SI612938R	26102	AUTOCAD 2024 - SINGLE USER ANNUAL SUBSCRIPTION	476.42
G2082823	INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY	5964	28649	26103	23020: HOUSING ELEMENT JUNE 2023	12,241.00
G2082823	PACE ANALYTICAL SERVICES, INC	5694	B464625	26104	WW SAMPLE TEST: 10/26/22 COMPOSITE EFFLUENT	2,104.67
G2082823	PACE ANALYTICAL SERVICES, INC	5694	B477941	26104	WW SAMPLE TEST: 6/8/23 INFLUENT MONITORING	70.00
G2082823 Total						29,168.51
G1082823	BHT ENGINEERING, INC	5134	23-296	26098	21014: CMAQ PALM AVE 7/1/23-7/31/23	760.00
G1082823	BHT ENGINEERING, INC	5134	23-297	26098	20214: 2021 STREET LIGHT IMPRV 7/1/23-7/31/23	1,100.00
G1082823	BHT ENGINEERING, INC	5134	23-298	26098	21016: SB1 POPLAR AVE REHAB 7/1/23-7/31/23	1,250.00
G1082823	KRAZAN & ASSOCIATES, INC.	74	B628025-22774	26099	20215: TESTING MATERIALS - 16TH ST REHAB PRJ 2021	3,855.50
G1082823	ROYAL INDUSTRIAL SOLUTIONS	711	0332-1077171	26100	23022 & 21034: DISTRIBUTION KIT	1,916.03
G1082823 Total						8,881.53
H083023	DEE JASPAR AND ASSOCIATES, INC	378	23-00754	26105	23003: WELL #13 EQUIPPING JULY 2023	17,221.91
H083023 Total						17,221.91
R083023	TRADICIONES MARKETS, INC	5259	389 JULY 2023	26106	425 UB PAYMENTS FOR JUNE 2023	70.02
R083023	KARLA CANCHOLA	5956	11884-0185004410	26107	DEPST RFND 441 E ST 11884-0185004410	19.10
R083023	LARRY CROSS TIRE	4603	1785-0220009100-2	26108	DEPST RFND 910 HWY 46 1785-0220009100-2	123.56
R083023 Total						212.68
G081023	CITY OF FRESNO POLICE DEPARTMENT	5968	RTC 081423-090823 D	25977	REQUALIFICATION COURSE A.HARRISON: DRIVING	25.00
G081023	CITY OF FRESNO POLICE DEPARTMENT	5968	RTC 081423-090823 R	25978	REQUALIFICATION COURSE A.HARRISON: RANGE	18.00
G081023	FRESNO CITY COLLEGE	5969	RTC 081423-090823	25979	REQUALIFICATION COURSE A.HARRISON	314.00
G081023 Total						357.00
G081623	CITY OF WASCO-UB PAYMENTS	1875	745544	25999	UB 810 8TH ST (LF)	104.41
G081623	CITY OF WASCO-UB PAYMENTS	1875	745546	25999	UB 801 8TH ST	92.30

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G081623	CITY OF WASCO-UB PAYMENTS	1875	745589	26000	UB 1445 12TH STREET (SAL)	80.06
G081623	CITY OF WASCO-UB PAYMENTS	1875	745964	25999	UB 800 BLK CENTRAL	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	745967	25999	UB 1100 CENTRAL AVE LLMD	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	745969	25999	UB 1500 BLK OF CENTRAL	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746141	25999	UB 764 E STREET (ANNEX)	185.57
G081623	CITY OF WASCO-UB PAYMENTS	1875	746214	25999	UB 847 F STREET (PW SHOP)	219.25
G081623	CITY OF WASCO-UB PAYMENTS	1875	746255	25999	UB 1300 BLK FILBURN	175.25
G081623	CITY OF WASCO-UB PAYMENTS	1875	746686	25999	UB NW MAPLE/MARGALO LLMD 2006-	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746687	25999	UB MAPLE/GROMER LLMD 2006-1	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746738	25999	UB 2700 BLK MONDAVI CT	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746810	25999	UB 1500 BLOCK OF PALM	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746823	25999	UB 400 N BLOCK OF PALM LLMD 2006-1	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746825	25999	UB 1700 BLK OF PALM #A	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746853	25999	UB 1200 BLK PECAN ST	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746856	26000	UB PENELOPE LLMD 2006-1	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746937	26000	UB 1700 BLK POPLAR	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746938	26000	UB 1700 BLK POPLAR #A	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	746999	26000	UB 2500 BLK OF POSO DR. LLMD6-	92.30
G081623	CITY OF WASCO-UB PAYMENTS	1875	747003	25999	UB 2700 BLK OF POSO AVE LLMD06	116.75
G081623	CITY OF WASCO-UB PAYMENTS	1875	747034	25999	UB PALM N. PROSPERITY 2006-1	99.95
G081623	CITY OF WASCO-UB PAYMENTS	1875	747180	25999	UB 1700 BLK OF MARGALO	119.80
G081623	CITY OF WASCO-UB PAYMENTS	1875	747412	25999	UB 1300 BLK OF WILLOW	104.75
G081623	CITY OF WASCO-UB PAYMENTS	1875	750770	26000	UB 810 8TH ST (LF)	15.80
G081623	CITY OF WASCO-UB PAYMENTS	1875	750808	25999	UB 764 E ST (ANNEX) (LF)	(187.23)
G081623	CITY OF WASCO-UB PAYMENTS	1875	746821	26000	UB 2100 BLK PALM	92.30
G081623	BSK & ASSOCIATES, INC.	1052	AG17818	25997	WW SAMPLE TEST: 7/20/23 BOD, METALS, TSS, NITROGEN	415.00
G081623	BSK & ASSOCIATES, INC.	1052	AG17849	25997	WW SAMPLE TEST: 7/25/23 EPA, METALS	610.00
G081623	BSK & ASSOCIATES, INC.	1052	AG17954	25997	WW SAMPLE TEST: 7/25/23 BOD, EC, TDS, NITROGEN	305.00
G081623	FED EX	123	8-220-89740	26002	FREIGHT SRVCS WE 081123	39.44
G081623	PG & E COMPANY	85	0257904856-8 081023	26008	UB 2692 GRAPEVINE LN	13.04
G081623	PG & E COMPANY	85	5415504019-6 080723	26008	UB CENTRAL AVE & HWY46	16.31
G081623	PG & E COMPANY	85	2053318492-3 081123	26008	UB WELL #8	3,832.11
G081623	PG & E COMPANY	85	2991524925-3 081423	26008	UB COURTHOUSE 810 8TH ST	1,564.32
G081623	PG & E COMPANY	85	4460001408-6 080823	26008	UB CENTRAL SIGNAL LIGHTS	115.71
G081623	PG & E COMPANY	85	8702724701-1 080923	26008	UB AGRICULTURE	443.89
G081623	ADVANTAGE ANSWERING PLUS	2564	000029-763-631	25995	ANSWERING SERVICE	789.60
G081623	BR FROST COMPANY	2655	1407	25996	20237: PROGRESS PMT 1ST INSTALLMENT 25%	62,900.00
G081623	CHARTER COMMUNICATIONS	68	167751301080723	25998	AUG 2023: INTERNET SRVCS FOR COW	125.22
G081623	CHARTER COMMUNICATIONS	68	168679001080723	25998	AUG 2023: INTERNET SRVCS SHERIFF SUB	172.96
G081623	DEPARTMENT OF JUSTICE	1668	674056	26001	JULY 2023: FINGERPRINTS SRVCS	296.00
G081623	JOHN KULAR CONSULTING	3734	1367	26003	24009: SEWER MASTER PLAN	7,055.00
G081623	KAISER FOUNDATION HEALTH PLAN INC	4757	199632365967	26004	SEPTEMBER 2023: INS PREMIUM	1,201.70
G081623	KERN COUNTY RECORDER	262	1033 6TH ST.	26005	RECORDING FEE 1033 6TH ST	20.00
G081623	KERN COUNTY RECORDER	262	1033 6TH ST	26005	RECORDING FEE: 1033 6TH ST	20.00
G081623	KERN COUNTY SUP. OF SCHOOLS	25	JULY 2023	26006	JULY 2023: SCHOOL FEES	18,423.07
G081623	KERN MACHINERY	4011	101-1082655	26007	STR VEH #107: PARTS HANDLING & FREIGHT	361.52
G081623	SOUTHERN CALIFORNIA GAS COMPANY	1438	16493596817 080723	26009	JULY 2023: CNG FUEL	136.32
G081623	THE GAS COMPANY	246	08331820137 081023	26010	JULY 2023: COURTHOUSE UB	22.86
G081623	THE GAS COMPANY	246	08961820373 081023	26010	JULY 2023: CITY YARD	14.30
G081623	VULCAN MATERIALS COMPANY	2312	94942-214104	26011	FOR CENTRAL PATCH	415.67

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G081623 Total						101,820.20
G081423	AMAZON CAPITAL SERVICES, INC	4968	1JGN-YFT3-RWV4	25980	1 QT: COIL COMPACTION TESTER	216.49
G081423	INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY	5964	28714	25985	23020: HOUSING ELEMENT JULY 2023	8,053.00
G081423	PACE ANALYTICAL SERVICES, INC	5694	B480335	25988	WW SAMPLE TEST: 7/13/23 GW MONITORING QUARTERLY	1,380.00
G081423	PG & E COMPANY	85	8702724701-1 071123	25989	JULY 2023: UB AGRICULTURE	396.31
G081423	PG & E COMPANY	85	0257904856-8 071223	25989	UB 2692 GRAPEVINE LN	15.10
G081423	PG & E COMPANY	85	0008213765-4	25989	UB MULTIPLE LOCATIONS	64.12
G081423	THE BAKERSFIELD CALIFORNIAN	206	89223AD228404	25990	22012: HISTORIC DOWNTOWN TRANSFORMATION ADS	1,024.81
G081423	UNIVAR USA INC	111	51324949	25991	WELL #11: 11TH & OAK LIQUID CHLORINE	953.57
G081423	UNIVAR USA INC	111	51324950	25991	WELL #7: 4TH & POPLAR LIQUID CHLORINE	746.28
G081423	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015321	25992	DOT PHYSICAL	90.00
G081423	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015253	25992	DOT PHYSICAL	90.00
G081423	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM015220	25992	PHYSICAL POST- OFFER	45.00
G081423	USA BLUEBOOK	498	INV00084026	25993	REPLACE SUBMERSIBLE PUMP & LEVEL AT PUMP STATION	6,776.11
G081423	ASPECT ENGINEERING	5829	23483	25981	7/5/23: T&M SUPPORT	449.48
G081423	CALIFORNIA POLICE CHIEF ASSOCIATION	5970	2251	25982	CPCA DUES FOR CHIEF FIVECOAT 2023-2024	210.00
G081423	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	INV-HES-2387	25983	JULY 2023: BIOSOLID HAULING	1,563.41
G081423	INFO SEND, INC.	4244	243478	25984	JULY STMTS DATA PRCSNG/PRINT/MAIL	4,422.19
G081423	JEFFRIES BROS., INC	140	132078	25986	57 QT: RED DYED DIESEL 99 FUEL FOR GENERATORS	218.64
G081423	JEFFRIES BROS., INC	140	131193-2	25986	195 GAL OF HYDRAULIC OIL TAX	184.21
G081423	JEREMY REY LOPEZ	5207	03334006	25987	ABATEMENT WORK ORDER 930 BROADWAY	600.00
G081423	WASCO VETERINARY CLINIC	4770	JULY 2023	25994	JULY 2023: VET SERVICES	3,109.00
G081423 Total						30,607.72
G2081423	BHT ENGINEERING, INC	5134	23-261	26013	6/1/23-6/30-23 DUTCH BROS COFFEE PLAN CHECK	365.00
G2081423	AUTOZONE,INC	851	5346469976	26012	30LB CYCLINDER: CYLINDE FOR VARIOUS DEPTS	313.91
G2081423	AUTOZONE,INC	851	5346473694	26012	DAR VEH #63: BULB	36.34
G2081423	AUTOZONE,INC	851	5346491378-2	26012	TAX CREDIT FOR INV 5346485491	(66.00)
G2081423	AUTOZONE,INC	851	5346112638-2	26012	CREDIT FOR AIR FILTER RETURN	(0.01)
G2081423	AUTOZONE,INC	851	5346482915	26012	CREDIT FOR INV 5346482915	(100.00)
G2081423 Total						549.24
G081723	LEXIPOL, LLC	5902	INVLEX17785	26014	SOFTWARE LICENSING LEXIPOL	9,666.80
G081723 Total						9,666.80
G082323	AMAZON CAPITAL SERVICES, INC	4968	11L1-LHR9-WKHJ	26022	LAPTOP DOCKING STATION FOR PROJECT MANAGER	108.24
G082323	BSK & ASSOCIATES, INC.	1052	AG18636	26026	WW SAMPLE TEST: 8/1/23 BOD & TSS	140.00
G082323	CINTAS CORPORATION NO. 3	4480	4163692643	26029	UNIFORM SRVCS W.E 080423	499.43
G082323	CLARK PEST CONTROL	117	33774766	26030	AUG 2023: 5409 7TH ST PEST CONTROL SERV	59.00
G082323	CLARK PEST CONTROL	117	33774851	26030	AUG 2023: 5410 7TH ST PEST CONTROL SERV	59.00
G082323	FED EX	123	8-227-45209	26033	FREIGHT SERVICES 081723	55.11
G082323	PG & E COMPANY	85	0008222263-9 081523	26039	UB NW NE 92724 ANIMAL CONTROL	71.48
G082323	PG & E COMPANY	85	8365871756-2 081523	26039	UB ANNEX PARKING LIGHT	13.11
G082323	PG & E COMPANY	85	0705182385-9 081723	26039	UB 501 F St CNG STATION	173.53
G082323	PG & E COMPANY	85	2114713176-3 081523	26039	UB STREET LIGHT TRANCT 7311-4 PH 3	26.99
G082323	PG & E COMPANY	85	2767702756-0 081623	26039	UB 603 PALM AVE HS CROSSWALK	20.29
G082323	PG & E COMPANY	85	5816195239-3 081023	26039	WELL #12 MCCOMBS & GRIFFITH SE	37,933.96
G082323	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3028	26044	AD: RECRUITMENT NOTICE SALES TAX COMMITTEE	52.50
G082323	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3029	26044	AD: REPLACING ORDINANCE 698	98.00
G082323	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3030	26044	22012-2: HISTORIC DOWNTOWN TRANS AD	245.00
G082323	KERN MACHINERY	4011	101-1084319	26037	STR VEH #107: BOLTS, LOCK NUTS, ROLLER	111.91
G082323	KERN MACHINERY	4011	101-1084320	26037	STR VEH #107: SWITCH AND HANDLING	210.58
G082323	KERN MACHINERY	4011	101-1083660	26037	STR VEH #107: NUT, SWIVEL, AND HANDLING	41.86

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G082323	AC POETTEGEN & SON	5874	0000291372	26020	STR VEH #83: HINGE FAST PIN	16.56
G082323	AFLAC	108	882735	26021	AUG 2023: INS PREMIUM	417.30
G082323	AMERICAN REFUSE INC	183	282223	26023	AUG 2023: RECYCLE CARTS RESIDENTIAL	37,469.94
G082323	ANG REGION 1, LLC	5116	7450	26024	JULY 2023: CNG FUEL CHARGES	6,076.78
G082323	ART SHERWYN, ART CONSULTANT	5971	081023	26025	22012-2: BUTTERFLY WALL	13,821.00
G082323	CARLSON SOFTWARE INC	5960	0248478-IN	26027	24006: SURVEY EQUIPMENT & SOFTWARE	43,598.66
G082323	CEN-CAL CONSTRUCTION	3848	2376-01	26028	20213: CONCRETE REPAIRS ON D ST	2,198.56
G082323	CORE & MAIN LP	4704	T333271	26031	STOCK PARTS	158.99
G082323	ELECTIONS OFFICE	1177	11082022	26032	NOV 08-2022 ELECTIONS	12,816.35
G082323	INFOMART, INC.	4345	975192	26034	BACKGROUND CHECK 7/18	42.95
G082323	INTERWEST CONSULTING GROUP, INC.	1571	90050	26035	JULY 2023: PLAN CHECK SRVCS	1,028.49
G082323	KERN COUNTY WASTE MANAGEMENT DEPT.	19	36112-IN	26036	JULY 2023: STSWP FEES	2,805.89
G082323	KERN COUNTY WASTE MANAGEMENT DEPT.	19	36141-IN	26036	JULY 2023: WSP LANDFILL FEES	2,838.63
G082323	ODP BUSINESS SOLUTIONS, LLC	5759	324553306001	26038	OFFICES SUPPLIES	68.33
G082323	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 081823	26040	SEPT 2023: INS PREMIUM VISION-DENTAL-LIFE	8,467.19
G082323	QUADIENT FINANCE USA, INC	1844	5408 JULY 23	26041	JULY 2023: POSTAGE	100.00
G082323	QUINN COMPANY	228	PC080524974	26042	STR VEH #83: HYDRAULIC RAM SEAL KIT	117.31
G082323	ROBERT HALF	4814	62401672	26043	TEMP X.NIETO W.E. 080423	1,393.70
G082323	STINSON STATIONERS INC	160	241492-0	26045	16 CS OF PRINTER PAPER FOR MULTIPLE DEPT	779.23
G082323	PC SPECIALISTS, INC	5030	5525468	26046	LAPTOP FOR CITY MANAGER	2,033.54
G082323	USC FOUNDATION	1144	20013	26047	7/1/23 TO 6/30/24 CROSS CONNECTION MEMBERSHIP	237.75
G082323	WASCO HARDWARE & AG LLC	4864	2308-032944	26048	RFS VEH #23: BLACK TAPE	15.13
G082323 Total						176,422.27
G082123	CINTAS CORPORATION NO. 3	4480	4162987761	26049	UNIFORM SRVCS W.E. 072823	387.06
G082123	DEE JASPAR AND ASSOCIATES, INC	378	23-00755	26052	TASK ORDER #6: PUMP & WTR SYSTEM EVAL JULY 2023	2,228.00
G082123	DEE JASPAR AND ASSOCIATES, INC	378	23-00756	26052	CONFLICT 8001	1,265.75
G082123	FASTENAL COMPANY	3221	CABAE23702	26053	JANITORIAL SUPPLIES FOR WWTP	127.84
G082123	PACE ANALYTICAL SERVICES, INC	5694	B479557	26056	WTR SAMPLE TEST: 7/19/23 WELL #10 DRINKING WTR	24.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B479558	26056	WTR SAMPLE TEST: 7/18/23 WELL #10 DRINKING WTR	24.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B479682	26056	WTR SAMPLE TEST: WELL #10 DRINK WTR	24.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B479916	26056	WTR SAMPLE TEST: BACTERIOLOGICAL	98.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B479964	26056	WTR SAMPLE TEST: 7/24/23 WELL #10 DRINK WTR	48.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B480062	26056	WTR SAMPLE TEST: 7/20/23 - 7/21/23 WELL #10 DRINK	24.00
G082123	PACE ANALYTICAL SERVICES, INC	5694	B480288	26056	WTR SAMPLE TEST: 7/25/23 WELL #7,8,10,11,12 CLIP	320.00
G082123	PG & E COMPANY	85	2767702756-0 071823	26057	UB 603 PALM AVE HS CROSSWALK	23.38
G082123	READYREFRESH BY NESTLE	4027	03G0033487406	26058	6/27/23-7/26/23: 5409 7TH ST WTR SERVICE	54.67
G082123	SYN-TECH SYSTEMS INC	4837	270710	26059	CARD DISPENSER REPAIRS	48.00
G082123	USA BLUEBOOK	498	INV00086346	26060	PUMP LIFTING CHAIN	128.77
G082123	JEFFRIES BROS., INC	140	132350CT	26054	JULY 2023: FUEL SERVICES	13,888.92
G082123	CODE PUBLISHING COMPANY	2775	GC0011473	26050	ORDINANCE UPLOADING TO WEBSITE	73.50
G082123	CORE & MAIN LP	4704	T202432	26051	METER STOCK PARTS	127.06
G082123	ODP BUSINESS SOLUTIONS, LLC	5759	323844053001	26055	OFFICE SUPPLIES FOR SHOP & PW	111.61
G082123 Total						19,026.56
W082323	NBS GOVERNMENT FINANCE GROUP	2458	202308-2657	2418	AUG 2023: DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS	629.14
W082323 Total						629.14
G2082123	READYREFRESH BY NESTLE	4027	23g0018613430	26061	6/15/23-7/14/23: 5410 7TH ST PORTABLE WTR SERV	157.00
G2082123 Total						157.00
A1082823	BLUE SHIELD OF CALIFORNIA	3591	232260161512	5356	AUGUST 2023: INS PREMIUM	64,925.73
A1082823 Total						64,925.73
A2082823	NAVIA BENEFIT SOLUTIONS	5664	081423	5357	MEDICAL CHECK RUN 081423	10,032.39

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
A2082823 Total						10,032.39
A3082823	NAVIA BENEFIT SOLUTIONS	5664	A1031575	5358	AUG 23:MONTHLY MEDICAL ADMIN FEES	1,375.00
A3082823 Total						1,375.00
A081423	NAVIA BENEFIT SOLUTIONS	5664	080723	5346	MEDICAL CHECK RUN 080723	2,459.33
A081423 Total						2,459.33
Grand Total						565,808.71

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, April 18, 2023
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

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

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

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

ABSENT: Mayor Pro Tem Garcia

STAFF PRESENT: City Manager Hurlbert, City Attorney Schroeter, City Clerk Martinez, Assistant City Manager Lara, Public Works Director Perez-Hernandez, Community Development Director Cobb, Chief of Police Fivecoat, Kern County Sheriff Sergeant Stacy, Kern County Fire Chief Appleton

3) FLAG SALUTE: led by Mayor Martinez

4) INVOCATION: by Manuel Cantu, Pastor of Lifehouse Church

5) PRESENTATIONS: None

6) PUBLIC COMMENTS:

- Celeste Ramos – California Health Collaborative Unidos por Salud
- Enevy Lopez – Wasco High School Student Unidos Por Salud
- Melina Andres – Youth Coalition Member from Unidos Por Salud

City Clerk Martinez stated that there were no email comments for this item or any other item on this agenda.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and File department payments totaling \$ 2,216,142.49
- b. Approval of City Council Meeting Minutes for:
 - 1. December 28, 2022, Special Meeting
- c. Receive and File the Investment Report for the month ended February 28, 2023.
- d. Adopt a Resolution Approving an Application for Funding and authorizing the City Manager or designee to execute the Grant Agreement and any Amendments Thereto for the California Energy Commission (CEC) Grant Solicitation (GFO-21-402) titled, "California Automated Permit Processing Program" , and Find that Pursuant to the 2023 California Environmental Quality Act (CEQA) State Guidelines Section 15268(Ministerial Projects) are exempt from the requirements of CEQA.
Reso#2023-3863
- e. Adopt a Resolution Authorizing the City Manager or Designee to Enter and Execute an On-Call Services Agreement with Aspect Engineering Group, Inc. for Engineering Services Related to the City's Water and Wastewater SCADA Systems, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
Reso#2023-3864
Agmt#2023-017
- f. Rejection of a bid received for the Sheriff's Activity League (SAL) Building Rehabilitation Project, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- g. Adopt and Waive the Second Reading by title only of an Ordinance of the City Council of the City of Wasco Amending Ordinance No. 2023-722, which amended the Historic District Boundaries to replace the reference to Figure 2-4 with reference to Figure 2-1 of Section 17.24.040 of Title 17 Zoning of the City of Wasco Municipal Code and Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305.
Ord#2023-722

- h. Accept all bids and Adopt a Resolution Authorizing the City Manager or his designee to enter and execute an agreement with awarded contractor B.R Frost Company for the Trickling Filter 1 & 2 Rehabilitation Project in an amount not to exceed \$275,000.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed \$10,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3865

Agmt#2023-018

- i. Adopt a Resolution Authorizing the City Manager or his Designee to Enter and Execute an Agreement with Well Rehabilitation Services to Perform a Chemical Cleaning and Video Surveyance of Well #12 in an Amount not to Exceed \$115,000.00 and Allowing the City Manager to Execute Contract Change Orders in an Amount not to Exceed \$10,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

PULLED FOR SEPARATE CONSIDERATION

- j. Adopt a Resolution Authorizing The City Manager or designee to approve a purchase order in an amount not to exceed \$36,698.00 to purchase one GMC Canyon Pickup Truck for the Street Department from Motor City GMC and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3867

- k. Rejection of bid received for the Central Avenue Park Project.

- l. Adopt a Resolution Authorizing the City Manager or his designee to execute an emergency purchase order with Bakersfield Well and Pump to perform a Video Surveyance and Repairs of Well #14 in an amount not to exceed \$60,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required

PULLED FOR SEPARATE CONSIDERATION

- m. Adopt a Resolution Authorizing the Execution of the FY 2022/2023 Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Bus Shelter(s) Project, \$66,123.00; and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorically Exempt.

PULLED FOR SEPARATE CONSIDERATION

- n. Adopt a Resolution Approving an Application for Funding and Authorizing the City Manager or Designee to Execute the Grant Agreement and any Amendments thereto from the FY2023 COPS Hiring Program (CHP) of the U.S. Department of Justice, Office of Community Oriented Policing Services and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorically Exempt.

Reso#2023-3870

Agmt#2023-020

- o. Adopt a Resolution Approving an Application for Funding and Authorizing the City Manager or Designee to Execute the Grant Agreement and any Amendments Thereto for the Clean California Local Grant Program Round 2, and Find that Pursuant to State Guidelines Section 15301 (Existing Facilities), the proposed project is Categorical Exempt.

Reso#2023-3871

Agmt#2023-021

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

No public comments.

Council Member Reyna pulled items 9i, 9L, and 9m for further discussion.

Motion was made by Council Member Saldaña, **seconded** by Mayor Martinez, to approve the Consent Calendar with separate consideration on items 9i, 9l, and 9m, by the following roll call vote:

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

- i. Adopt a Resolution Authorizing the City Manager or his Designee to Enter and Execute an Agreement with Well Rehabilitation Services to Perform a Chemical Cleaning and Video Surveyance of Well #12 in an Amount not to Exceed \$115,000.00 and Allowing the City Manager to Execute Contract Change Orders in an Amount not to Exceed \$10,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3866

Agmt#2023-019

- l. Adopt a Resolution Authorizing the City Manager or his designee to execute an emergency purchase order with Bakersfield Well and Pump to perform a Video Surveyance and Repairs of Well #14 in an amount not to exceed \$60,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required

Reso#2023-3868

Council Member Reyna requested clarification regarding operating with four wells due to Well 12 and Well 14 being shutdown; and how many wells are operating for regular demand; Is there a timeline for when the wells will be online, are there any guarantees on the work that was done, and what steps to be taken if the wells were not to come online in time. He also asked if there would be a resolution regarding the report stating a serious concern for surface infiltration or influence, which raises questions about the well structure.

Public Works Director Villa responded to Council Member Reyna's questions:

- There are three wells in operation and Well 14 will be back online within a couple of days.
- A message will be sent out to conserve water, a letter can be sent, and a call to the state to allow to run a different well that is currently offline. Well 12 is currently being flushed; with another negative test, it can be back online quickly.
- There is a potential for an issue of serious concern if that were the case, and when the work is done it would work. If the test comes back negative, the work will be pushed back to the winter.

- m. Adopt a Resolution Authorizing the Execution of the FY 2022/2023 Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Bus Shelter(s) Project, \$66,123.00; and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorical Exempt.

Reso#2023-3869

Council Reyna requested more information regarding how the decision was made to place two bus shelters a block from each other on 7th Street and stops on Beckes Street and Highway 46, and Beckes Street and 5th Street. City Clerk Martinez responded the designated stops were chosen because they are utilized frequently by the ADA and senior passengers. At the stop on Beckes and Highway 46, the city wants to provide a shelter for passengers, and the location of 5th Street and Beckes is not a designated Dial A Ride bus stop.

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve the Consent Calendar with separate consideration on items 9i, 9l, and 9m, by the following roll call vote:

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

10)PUBLIC HEARINGS:

- a. Introduce and Waive the First Reading by title only of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A) and Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative

Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.

Ord#2023-723

Oral presentation by Assistant City Manager Lara.

Mayor Martinez opened the public hearing at 6:23 p.m.

No public comments.

Mayor Martinez closed the public hearing at 6:23 p.m.

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

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

11) DEFERRED BUSINESS:

- a. Approval of Minutes for:
 - 1. December 6, 2022, Regular Meeting.
 - 2. December 20, 2022, Regular Meeting.

Oral presentation by City Clerk Martinez.

No public comments.

Motion was made by Council Member Reyna, **seconded** by Council Member Medina, to approve items 11a.1 and 11.a.2. by the following roll call vote:

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

12) NEW BUSINESS: 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 (Reyna & Medina)
The meeting was held on April 6, 2023, with low attendance. They will try again the following week.

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
Chief Appleton reported on recent fire incidents.
- b. Kern County Sheriff's Department (Stacy)
PowerPoint presentation by Sergeant Stacy to report on recent crimes.

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- On May 13, 2023, the Kern Economic Summit will be transmitted on television.
- Saturday, April 22, 2023, Community Clean-Up Event at Barker Park at 9:00 A.M., all volunteers welcomed.
- The Comprehensive Annual Financial Report (CAFR) produced by the Finance Department is now called ACFR and is complete and posted to the city website under the Finance Department tab under reports.
- SNIP event upcoming on April 28, 2023, at the courthouse from 8:00 A.M. to 4:00 P.M.
- Update – 1224 Lily Street property – Congressman Valadao got the attention of the U.S. Department of Housing and Urban Development HUD and dispatched personnel to evaluate the property, get the cleanup started, and board up and ready to put on the market.
- The City Leaders Summit conference was a successful event, and were able to share concerns and highlighted items with Assemblywoman Dr. Baines and Senator Hurtado.

16) REPORTS FROM THE CITY COUNCIL:

Council Member Reyna:

- Met with Candice Webb from the SNIP Bus, and she asked if there could be a small fee charged – more than half of the people who make appointments do not show up, and when they do not show up, they are not meeting their goals. Mr. Reyna asked if this item could be taken back for discussion at a future council meeting.

Mayor Martinez:

- Thanked staff for being organized and prepared to assist the City of McFarland during an emergency flooding and complimented Public Works Director Luis Villa.
- Commended Deputy De La Rosa for being first on the scene of a shooting that took place two weeks ago.

Mayor Martinez read the closed-session titles.

No public comment.

Mayor Martinez adjourned into the closed session at 6:47 p.m.

Mayor Martinez adjourned out of closed session at 6:54 p.m.

17) CLOSED SESSION:

a. Approval of March 21, 2023, closed session minutes.

b. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9: One potential case.

18) CLOSED SESSION ACTION:

City attorney Tom Schroeter reported out.

- a. Approval of March 21, 2023, closed session minutes.

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve the closed session minutes by the following roll call vote:

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

b. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9: One potential case.

Motion was made by Mayor, **seconded** by Council Member Saldaña, to deny the claim by the following roll call vote:

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

19) ADJOURNMENT:

Mayor Martinez adjourned the meeting at 6:54 pm.

Maria O. Martinez, City Clerk

Vincent Martinez, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, May 2, 2023
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Martinez called the meeting to order at 6:02 p.m.

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

PRESENT: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina

LATE: Council Member Reyna arrived at 6:03 PM

ABSENT: Council Member Saldaña

STAFF PRESENT: City Manager Hurlbert, City Attorney Schroeter, Police Chief Fivecoat, City Clerk Martinez, Deputy City Clerk Flores, Public Works Director Villa, Finance Director Perez-Hernandez, Assistant City Manager Lara, Community Development Director Cobb, Kern County Sheriff Sergeant Stacy, Kern County Fire Chief Appleton

3) FLAG SALUTE: led by Mayor Martinez

4) INVOCATION: by Michael Lynch

5) PRESENTATIONS: None

6) PUBLIC COMMENTS:

- Cindy Parra – Bike Bakersfield
- Clarabelle Gutierrez – Dr. Jasmeet Bains Representative

The Deputy City Clerk mentioned no email comments for this item or any other item on this agenda.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Receive and File department payments totaling \$129,784.62
- b. Approval of City Council Meeting Minutes for:
 - 1. December 20, 2022, Special Meeting
 - 2. February 21, 2022, Regular Meeting
- c. Receive and File the Investment Report for the month ended March 31, 2023.
- d. Waive the Second reading and Adoption by title only of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A) and Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.
Pulled for further discussion
- e. Adopt a Resolution Authorizing The City Manager or Designee to Approve a Purchase Order in an Amount not to Exceed \$74,318.95 to Purchase One GMC Sierra 3500 Flat Bed Pickup Truck for the Sanitation Department from Motor City GMC, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
Res#2023-3872
- f. Approval of the Acceptance of the North Magnolia Paving Project and Authorization for the City Clerk to file the Notice of Completion, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.
Pulled for future meeting
- g. Approval of Travel Expenses Exceeding \$500.00 for the City Clerk and Deputy City Clerk to attend the City Clerk New Law & Election Seminar Annual Conference on December 13 – 15, 2023, in San Diego, CA. and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- h. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Master Services Agreement with Lexipol, LLC. for PoliceOne training software and licensing, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
Reso#2023-3873
Agmt#2023-022

- i. Accept all Bids and Adopt a Resolution Authorizing the City Manager or his Designee to Endorse and Enter into an Agreement with Cen-Cal Construction for the TDA-Art 3 Pedestrian Improvements Project in the amount of \$80,155 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed the aggregate of \$15,000, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3874

Agmt#2023-023

- j. Adopt a Resolution Authorizing The City Manager to Make a \$132,960.46 Monetary Budget Amendment from the Adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Rehabilitation Project and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Pulled for further discussion

- k. Accept all bids and Adopt a Resolution Authorizing the City Manager or Designee to Enter and Execute an Agreement with Bowman Asphalt, Inc. for the 16th Street Road Rehabilitation Project 21021 in the amount of \$428,700.00 and Authorizing the City Manager to Execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3876

Agmt#2023-024

- l. Accept all bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with Burch Construction, Inc. for the Palm Ave. Rehabilitation Project in the amount of \$1,020,856.02 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section.

Reso#2023-3877

Agmt#2023-025

City Manager Hurlbert pulled item 9.f. to be deferred to a future meeting.

Council Member Reyna pulled items 9.b.2., 9.d, and 9. j for separate consideration.
No public comments.

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

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve the Consent Calendar with separate considerations on item 9.2., 9.d., 9.j., for separate consideration with item 9f to be deferred to a future meeting by the following roll call vote:

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

- b. Approval of City Council Meeting Minutes for:
- December 20, 2022, Special Meeting

- d. Waive the Second reading and Adoption by title only of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A) and Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.

Ord#2023-722

- j. Adopt a Resolution Authorizing The City Manager to Make a \$132,960.46 Monetary Budget Amendment from the Adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Rehabilitation Project and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3875

Council Member Reyna mentioned the following;

- Item 9.b.2. Corrections to the minutes of typos and in the council reports.
- Item 9.d. – Regarding item number five – the new language being added regarding exceptions to the fence or wall height limitations – are we anticipating walls or fences taller than seven feet for facilities like the one we’re proposing; Would this happen in neighborhoods?
- Item 9. j. - Is the balance of \$360,022.30 the remaining funds earmarked for other projects at this time?

City Manager Hurlbert responded as follows;

- Item 9.d. and 9. j. – Yes. We are leaving ourselves the flexibility to adjust the height requirements as the situation dictates; It would apply to any parcels with this same zoning and land use category

Public Works Director Villa responded;

- Item 9. j. – There will be plans to present to the council, and will be brought back.

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve items 9.b.2., 9.d., 9.j. by the following roll call vote:

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

10)PUBLIC HEARINGS: None

11)DEFERRED BUSINESS: None

12)NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager or Designee to Enter into a Professional Services Agreement with Art Sherwyn for On-Call Consulting Services and Find that this Action is Exempt from the California Environmental Quality Act of 1970 pursuant to Section 15061(b)(3), no environmental review is required. (Cobb)
Reso#2023-3878
Agmt#2023-026

Presentation by Community Development Director Cobb
No public comments.

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

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

- b. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for Police Department weapons including fourteen (14) Glock 17 or 19, 9mm Gen5 handguns, fourteen (14) Remington Arms 870 .12-gauge shotguns, six (6) Remington 2 Gauge Non-Lethal Shotguns & fourteen (14) Colt M4 .556 Caliber Tactical Rifles, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Fivecoat)
Reso#2023-3879
Agmt#2023-027

Oral presentation by Chief of Police Fivecoat.
No public comments.

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

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

- c. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with FinishLine Signs for the design and installation of the complete graphics kit for the new Police patrol vehicles and find that this action is not a

project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Fivecoat)

Reso#2023-3880

Oral presentation by Chief of Police Fivecoat.
No public comments.

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

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

- d. Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$15,200.00 to relocate a modular building that will be purchased from Wasco Union High School in the amount of \$20, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Villa)

Reso#2023-3881

Oral presentation by Public Works Director Villa.
No public comments.

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

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

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)
Mayor Pro Tem Garcia – Kern EDC Summit will be held on May 13, 2023.
- b. Kern Council of Government (Reyna)
Council Member Reyna- an opportunity for some grants – clean Cal grant, new one named Safe Streets and Roads For All – July 10, 2023 Deadline.
- c. Wasco Task Force (Reyna & Medina)
Council Member Medina – I will try to push the meeting to next Thursday to see if there is an increase in attendance.

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
Chief Appleton gave recent fire reports.
- b. Kern County Sheriff's Department (Stacy)
Sergeant Stacy gave a PowerPoint presentation on recent crimes.

15) REPORTS FROM THE CITY MANAGER:**City Manager Hurlbert updated the council on the following:**

- Kern County Superintendent of Schools KCSOS Child Development event on May 4, 2023, from 9:30 a.m. - 11:30 a.m. at the Barker Park Parking lot.
- SNIP Event TBD - In the last SNIP event, 48 animals were spayed/neutered.
- Kern Economic Development Corporation Kern EDC Summit will be televised from 6:00 p.m. – 7:30 p.m. on Channel 17.
- Well 12 update – back online with negative tests.
- The new utility assistance program Community Action Partnership CAPK website will have the details soon.
- The calendar for the year will be dark for the council meeting on July 4, 2023.

16) REPORTS FROM THE CITY COUNCIL:**Mayor Pro Tem Garcia:**

- His two dogs were spayed and neutered at the April SNIP event
- Vaccination Clinic this Sunday had almost 50 participants
- Attended the City Leaders Summit – excited to learn about nuisance abatement opportunities
- International Council of Shopping Centers ICSC prep webinar tomorrow morning for the event.
- May 4, 2023 – The Wasco School District invited the council to the Celebration of Education at 1:30 P.M.
- Wasco State Prison – Community meeting monthly – next meeting on May 9, 2023, at 1:00 p.m. – open to the public

Council Member Medina:

- Attended the Community Clean-Up Event - suggested the next clean-up event to add tire disposal.

Council Member Reyna:

- Expressed his concerns regarding weeds and dry grass throughout the city.
- He requested Blue Recycling bins for people who live outside the city limits.
- Thanked Mayor Pro Tem Garcia for taking on the vaccination clinic in his absence.

Mayor Martinez:

- He volunteered to photograph the Orange Heart Festival Daddy Daughter Dance – photographed 92 families in one hour – the gym was filled with families.

17) CLOSED SESSION: None**18) CLOSED SESSION ACTION: None****19) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 7:02 pm.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, August 15, 2023
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 p.m.

1) CALL TO ORDER:

Mayor Martinez called the meeting to order at 6:02 p.m.

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

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

Late: Council Member Medina joined the meeting at 6:05 p.m.

STAFF PRESENT: City Manager Hurlbert, City Clerk Martinez, Deputy City Clerk Flores, City Attorney Schroeter, Assistant City Manager Lara, Chief of Police Fivecoat, Public Works Director Villa, Finance Director Perez-Hernandez, Kern County Sergeant Stacy

1) FLAG SALUTE: led by Mayor Martinez

2) INVOCATION: by Paul Hernandez, Freewill Baptist Church

3) PRESENTATIONS: None

4) PUBLIC COMMENTS:

- John Pallares

Deputy City Clerk Flores mentioned there were no email comments for this item or any other item on this agenda.

5) SUCCESSOR AGENCY BUSINESS: None

6) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

7) 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 \$444,883.92

b. Approval of City Council Minutes for:

1. August 1, 2023, Regular Meeting

2. August 1, 2023, Special Meeting

- c. Adopt a resolution to Authorize the City Manager or Designee to enter into a service Agreement with the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2023.

Reso#2023-3946

Agmt #2023-041

- d. Approval of Travel Expenses Exceeding \$500.00 for the Kern County Law Enforcement Chief Executive's Association, POST Executive Seminar, September 6-8, 2023, Pismo Beach, CA.

- e. Adopt a Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto for the 2023 Wonderful Company Wonderful Community Grants and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

Reso#2023-3947

- f. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty residential water meters, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3948

- g. Adopt a Resolution Authorizing the City Manager or Designee to execute Contract Change Order Request #1 in an amount not to exceed \$100,000.00 with B.R Frost Company for the Trickling Filter Rehabilitation Project, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3949

- h. Adopt a Resolution Authorizing the City Manager or Designee to Execute an Agreement with Krazan & Associates to provide On-Call services for Materials Testing & Geotechnical Services, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3950

Agmt #2023-042

- i. Adopt a Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto for the California Strategic Growth Council Community Resilience Centers (CRC) Grant Program and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

Reso#2023-3951

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

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

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

8) PUBLIC HEARINGS:

- a.** Introduce And Waive The First Reading Of An Ordinance Of The City Council Of The City Of Wasco Replacing Ordinance No. 18-698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer.

Oral presentation by City Manager, Hurlbert

Mayor Martinez opened the public hearing at 6:08 p.m.

No public comments.

Mayor Martinez closed the public hearing at 6:09 p.m.

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

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

9) DEFERRED BUSINESS: None

10) NEW BUSINESS:

- a.** Discussion and Possible Minute Action to Appoint One Voting Delegate and Two Alternates for the League of California Cities 2023 Annual Conference and Expo held on September 20-22, 2023, in Sacramento, California, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Oral presentation by City Manager Hurlbert.

No public comments.

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

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

- b. Adopt a Resolution Approving an Employment Agreement with Alecio Mora as Wasco Police Lieutenant, and Authorize the City Manager or Designee to Endorse the Agreement, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3952

Agmt #2023-043

Oral presentation by City Manager Hurlbert.

No public comments.

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

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

- c. Adopt a Resolution Authorizing the City Manager or Designee to execute a Contract Change Order Request in an amount not to exceed \$400,000.00 with Hartzell General Engineering Contractor, Inc. for the J Street Sewer extension project, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3953

Oral presentation by Public Works Director Villa.

No public comments.

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

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

- d. Adopt a Resolution Authorizing the City Manager or Designee to procure services and execute contracts including, but not limited to, Project Management, Abatement, soil testing, Demolition, and other items related to the abatement and demolition of the Old Farm Labor Camp up to the amount of \$9,000,000.00. (Hurlbert)

Reso#2023-3954

Oral presentation by City Manager Hurlbert.
No public comments.

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

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

- e. Adopt a Resolution Authorizing The City Manager or Designee to Enter into a Professional Services Agreement with Central California Appraisals and order an initial appraisal in an amount not to exceed four thousand dollars, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3955

Agmt #2023-044

Oral presentation by City Manager Hurlbert.
No public comments.

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

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

- f. Adopt A Resolution Approving A New Capital Improvement Project (Police Station); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Police Station Fund Appropriation of \$5 Million And Corresponding Revenue Budget To Allow For Reimbursement of Eligible Project Expenditures Through Grant Programs; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Appraisals, Site Acquisition, Environmental, Architect/Engineering Services And Other Items Related to the New Police Station, Up to the Reimbursable Amount Of \$5,000,000.00, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

Reso#2023-3956

Oral presentation by City Manager Hurlbert.
No public comments.

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

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

11) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)
There will be an upcoming Kern EDC Annual Dinner on September 14, 2023.
- b. Kern Council of Government (Reyna)
There will be a meeting this Thursday, August 17, 2023.
- c. Wasco Task Force (Reyna & Medina)
No reports

12) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
No reports - Fire Chief Appleton absent
- b. Kern County Sheriff's Department (Stacy)
Sergeant Stacy reported on recent crimes.

13) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Deadline for a background clearance on August 28, 2023, for the Prison tour. The event will be pushed back due to a conflict with the CERT training.
- Wine and Roses event on September 8, 2023, at 6:00 PM, at the Elks Lodge.
- Wasco Rose Parade will be September 7-9, 2023
- Kern Community College Kern Economic Resilience Fund CERF Meeting August 29, 2023, at the Old Courthouse August 29, 2023, at 6:00 p.m.
- Community Response Team CERT Training September 5-7, 2023, all day at the Old Courthouse.
- Kern County Fair Senior Day on September 22, 2023. Dial a Ride will transport the local seniors in conjunction with Wasco Parks and Recreation.
- Dove Season begins September 1, 2023.

14) REPORTS FROM THE CITY COUNCIL:

Council Member Medina:

- House of Fades gave 60 free haircuts for a back-to-school event, and was a great turnout.

Council Member Reyna:

- He spoke to Senator Melissa Hurtado on Sunday and reminded her that we are going to need more funding for the Wasco Police Station.
- Requested to fix - the bike lane on Central Ave on the west side is being obstructed by trees.
- Thanked Sergeant Corey and the Deputies for removing cars parked illegally on the street.
- On Friday, September 1, 2023, the Knights of Columbus are having a blood drive at the St. John's parking lot from 2:00 p.m. to 6:00 p.m. To make an appointment, go to HCBDB.com, the Houchin Community Blood Bank, and we will welcome people who just show up. They are giving two tickets to the fair to donate blood.

Mayor Martinez read the closed-session items.

No public comments.

Mayor Martinez recessed to the special meeting at 6:45 p.m.

Mayor Martinez adjourned out of closed session meeting at 7:34 p.m.

15) CLOSED SESSION:

- a. Approval of Closed Session Minutes for August 1, 2023
- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: Mayor Martinez and Councilmembers
Unrepresented employee: City Manager
- c. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957**
Title: City Manager

16) CLOSED SESSION ACTION:

City Attorney Schroeter reported out.

- a. Approval of Closed Session Minutes for August 1, 2023

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve the closes session minutes by the following roll call vote:

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

- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency-designated representatives: Mayor Martinez and Councilmembers
Unrepresented employee: City Manager
No reportable action.
- c. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957**
Title: City Manager
No reportable action.

17) ADJOURNMENT:

Mayor Martinez adjourned the meeting at 7:34 p.m.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, August 15, 2023
Special Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

SPECIAL MEETING – 6:00 p.m.

- 1) CALL TO ORDER:** Mayor Martinez
Mayor Martinez called the meeting to order at 6:45 p.m.
- 2) ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña
PRESENT: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

STAFF PRESENT: City Manager Hurlbert, City Clerk Martinez, Deputy City Clerk Flores, City Attorney Schroeter, Assistant City Manager Lara, Chief of Police Fivecoat, Public Works Director Villa, Finance Director Perez-Hernandez, Kern County Sergeant Stacy

Mayor Martinez read the closed-session items.

No public comments.

Mayor Martinez adjourned into a closed session at 6:45 p.m.

Mayor Martinez adjourned out of closed session at 7:34 p.m.

- 3) CLOSED SESSION:**
City Attorney Schroeter reported out.
- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Paragraph (1) of Subdivision (d) of Section 54956.9
Name of Case: Southern California Edison Company v. California State Board of Equalization
No reportable action.
- 4) ADJOURNMENT:**
Mayor Martinez adjourned the meeting at 7:34 p.m.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of Travel and Training Expenses Exceeding \$500.00 per trip for the Billing and Collections Specialist II and Accounts Payable/Payroll Specialists to attend the California Public Employers Labor Relations Association (CALPELRA) 2023 Annual Training Conference on November 14th - November 17th, 2023, in Monterey, CA.

Recommendation:

Staff recommends the City Council:

- 1) Staff recommends the City Council approve the travel and training expenses exceeding \$500.00 per trip for the Billing and Collections Supervisor and Accounts Payable/Payroll Specialists to attend the California Public Employers Labor Relations Association (CALPELRA) 2023 Annual Training Conference on November 14th - November 17th, 2023, in Monterey, CA.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

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

Background:

The California Public Employers Labor Relations Association (CALPELRA) is a renowned professional organization dedicated to advancing the knowledge and expertise of professionals engaged in labor and employee relations within the public sector. Through its various programs and events, CALPELRA serves as a valuable resource for both public agencies and the professionals working within them. The annual CALPELRA Training

Conference brings together a wealth of expertise, covering a comprehensive array of topics relevant to public employers.

The conference typically encompasses a diverse range of subjects, including but not limited to:

- Labor relations,
- State and federal employment legislation,
- Workplace diversity and inclusion,
- Legal updates,
- Collective bargaining strategies,
- CALPERS reporting updates,
- Employee management,
- Employee evaluations,
- Employee engagement, and
- Leadership engagement

Attendees have the opportunity to delve into issues related to harassment prevention, wage and hour regulations specific to California, evolving workplace demographics, performance evaluation techniques, and leave policies. With a dynamic mix of informative sessions, workshops, and discussions, CALPELRA's annual conference serves as a valuable platform for learning, networking, and staying updated on the latest trends and best practices.

Discussion:

Investing in the professional development of our city's workforce holds a twofold benefit: not only does it enhance the city's capabilities, but it also equips our employees with the essential skills to elevate their own expertise. By committing to the growth of our workforce, we infuse our workplace with renewed energy and proficiency. Training opportunities not only provide avenues for learning but also facilitate the creation of valuable professional networks.

With this in mind, I seek approval for the participation of our Billing and Collections Supervisor, Monique Vasquez, and our Payroll Specialist, Katheryn Virrey, in the upcoming California Public Employers Labor Relations Association (CALPELRA) 2023 Annual Training Conference from November 14th to November 17th, 2023. You can find the preliminary conference program attached for your reference.

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 must approve the travel request for the Billing and Collections II and the Payroll Specialist, as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated that the cost of this training will not exceed \$5,500, including the conference and travel expenses. The training cost is contained in the adopted FY 2023 – 2024 Budget; no budget action is required with approval of this item.

Attachments:

1. CalPELRA Conference information

Annual Training Conference

Start planning now for the **2023 Annual Training Conference, scheduled for November 14 - 17, 2023**, in Monterey. Watch this space over the coming months for additional information!

#CALPELRA2023: A Season For Gratitude And Resilience

November is the time for gratitude ... and CALPELRA's Annual Conference!

While practicing gratitude can't minimize the challenging, complex issues that you face on a daily basis, gratitude can help you maintain perspective and fuel the resilience that's essential to your success during uncertain and tough times.

Join us this fall in Monterey at CALPELRA's Annual Training Conference. You'll be grateful for the valuable training sessions, as well as for the opportunity to join CALPELRA's incredible community of public sector labor and employment professionals and develop connections that will support and sustain you throughout the year.

#CALPELRA2023 Information

CALPELRA's 2023 Annual Training Conference, the 48th annual CALPELRA conference, **will be held in beautiful Monterey, California**, the week of November 14 - 17. The 2023 Annual Conference will include a wide variety of great sessions, with live/real-time learning and exciting opportunities for networking and direct interaction with other Conference attendees, sponsors, and speakers.

CALPELRA's Annual Conference offers a wide variety of labor, human resources, and employment topics of interest to public sector professionals, including educational and skill-building presentations that discuss new and critical issues and that encourage audience interaction and participation, as well as personal/professional development. The Annual Conference Program Committee selects sessions that will best prepare CALPELRA's members and Conference participants for the challenges and opportunities public agencies currently face.

Included In Your #CALPELRA2023 Registration

Registration fees include all Conference general and concurrent sessions as well as all networking events. A full Conference registration includes breakfasts (W, Th, F), lunches (W, Th), breaks (W, Th, F), and dinner (Th), along with appetizers at the receptions (T, W). Note: The #CALPELRA2023 grand reception on Thursday evening will return this year to the amazing Monterey Bay Aquarium; entrance to this reception is included with a full Conference registration.

#CALPELRA2023 Registration Fees

Online registration for CALPELRA's 2023 Annual Training Conference is now open; register [here](#).

Register for CALPELRA's 2023 Annual Conference at these rates:

- **Already a 2023-2024 member/Friend?** Register before or on **June 30: \$755**
(payment received no later than July 31)
(member rates apply to 2023-2024 CALPELRA members/Friends)
- **Not yet a 2023-2024 member, but want to be?** Register before or on **June 30: \$1,135**
(payment received no later than July 31) (**includes 2023-2024 membership**)
Please see member definitions [here](#).
- **Not yet a 2023-2024 Friend, but want to be?** Register before or on **June 30: \$1,210**
(payment received no later than July 31) (**includes 2023-2024 Friend membership**)
Please see Friend definitions [here](#).
- **Standard member/Friend registration on or after July 1: \$852**
(does not include 2023-2024 CALPELRA membership)
- **Standard non-member/non-Friend registration before or on September 30: \$1,140**
(does not include 2023-2024 CALPELRA membership)
- **Late member/Friend registration on or after October 1: \$1,100**
(does not include 2023-2024 CALPELRA membership)

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- Late non-member/non-Friend registration **on or after October 1: \$1,203**
(does not include 2023-2024 CALPELRA membership)
- Very late member/Friend registration **on or after October 23: \$1,150**
(does not include 2023-2024 CALPELRA membership)
- Very late non-member/non-Friend registration **on or after October 23: \$1,253**
(does not include 2023-2024 CALPELRA membership)

#CALPELRA2023 Conference Program / Conference Guide

You'll find all the **Conference session descriptions here**. You can also get a **quick look at the schedule here**. (Note: If you're having trouble viewing the program or schedule because your agency has blocked FlipSnack, the site that hosts the documents, please ask your IT department for assistance.) You'll also find all the Conference program details in our mobile guide; we'll make the guide available in late summer.

Conference Session Handouts And Recordings

CALPELRA provides speakers' handout materials via the guide before, during, and after the Annual Conference. In addition, Conference sessions are audio recorded, including audience questions. We will provide information after the Conference ends about how Conference registrants can access the session audio recordings.

Safety Rules And Waiver

In order to register for CALPELRA's 2023 Annual Conference, you must acknowledge as part of the registration process that you are aware of the risks of attending a large gathering, and that you agree not to sue and hold CALPELRA and its affiliates harmless if you become ill or are injured as a result of attending the 2023 Annual Conference or related activities. The Conference registration form includes three check boxes that indicate your acknowledgment of the risks, agreement to follow health and safety rules, and agreement not to sue and to hold harmless; without checking those three boxes you will be unable to continue the registration process.

Registration Fees / Cancellations And Transfers / Refund Policy / Restrictions

CALPELRA will not refund Annual Conference registration fees for cancellations. Registration fees paid may be applied to another CALPELRA event or activity held within one year of the Conference for which the individual was registered; all requests for cancellation or transfer of 2023 registration fees must be made, in writing, no later than October 23, 2023, or the registration fees will be forfeited.

If you wish to have another individual participate in your place per CALPELRA's transfer policy, the new registrant must also agree to the safety rules and waiver in order to attend the Annual Conference and related activities. *Note: You may be charged a \$25 administrative fee for registration transfers; you will be required to pay the current registration rate at the time of the transfer. Registrations may only be transferred within the same agency.*

Individuals employed by a union, a union-side law firm, or a union-side consulting firm that, in labor relations matters, exclusively represents unions and employees, may not register for CALPELRA's Annual Conference.

Prize Drawings

Conference participants are encouraged to enter CALPELRA's Exhibitor Booth and Evaluations prize drawings. First time Conference attendees are automatically entered in a drawing for a prize. Participants can also enter prize drawings at the evening receptions. The Conference guide will provide prize drawing details, including prizes and drawing times.

Training Certification And Credits

- MCLE credit for California attorneys.
- SHRM certification for selected concurrent sessions.
CALPELRA is recognized by SHRM to offer Professional Development Credits (PDCs) for the SHRM-CP or SHRM-SCP.
- HRCI certification for selected concurrent sessions.
CALPELRA is an approved HRCI provider. CALPELRA's programs have met HRCI's criteria to be pre-approved for recertification credit; CALPELRA's use of HRCI's name/seal does not constitute HRCI's endorsement of the quality of the program.
- Conference sessions may be used toward IPMA-HR recertification.

Accommodation/Accessibility

This Conference is accessible to people with disabilities. If you wish to discuss reasonable accommodations, please contact CALPELRA before the Conference at calpelra@calpelra.org.

California Public Employers Labor Relations Association
calpelra@calpelra.org 925-400-6320





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval for Travel Expenses Exceeding \$500.00 for Code Compliance Officers to attend the 2023 California Association of Code Enforcement Officers Conference from November 6, 2023, to November 9, 2023, in Monterey, CA.

Recommendation:

Staff recommends the City Council:

- 1) Approval of the travel Expenses Exceeding \$500.00 for Code Compliance Officers to attend the 2023 California Association of Code Enforcement Officer Conference from November 6, 2023, to November 9, 2023, in Monterey, CA.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

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

Discussion:

City Code Compliance officers have attended the California Association of Code Enforcement Officers annual conference for several years. The conference provides an excellent opportunity for officers to learn about new laws and changes to laws impacting Code Compliance, as well as network with their colleagues from around the State.

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

approve the travel requested by the Community Development Director as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated that the cost of travel and training for the course will not exceed \$3,000 (total for 2 officers). The adopted FY 2022-2023 Operating Budget contains sufficient funding to cover this expense; no budget action is required with approval of this item.

Attachments:

1. Conference Information



[HOME](#) [SCHEDULE](#) [LODGING](#) [SPONSOR](#) [REGISTER](#)

Monday, November 6, 2023	
12:00 pm to 4:00 pm	Exhibitor Check-In / Set-Up
4:00 pm to 6:00 pm	Registration

Tuesday, November 7, 2023		
CLICK HERE TO VIEW SESSION INFO		
7:00 am to 8:30 am	Breakfast / Exhibitors	
8:30 am to 10:00 am	Opening Session	Stop Being Nice! Jim Uhl
10:15 am to 12:30 pm	Concurrent Sessions	Code Enforcement 101 Kirk Buckman
		Developing the Effective Supervisor Anthony Arroyo
		Addressing Nuisance Independent Living Facilities

		Gabrielle Brannan, Wendy Villanueva, Manny Gamboa, and Isabel Ignacio
		Hashing out the Litigation Brittney Brace and Emilio Camacho
12:30 pm to 1:45 pm	Lunch / Exhibitors	
1:45 pm to 5:15 pm	Concurrent Sessions	Bombing Prevention Awareness Dean Phaneuf
		Suspicious Structures- Sex and Labor Trafficking Opal Singleton
		Administrative/Criminal Enforcement Curtis Wright
		ADUs/Street Vending Jim Eckart
6:00 pm to 8:30 pm	Reception *Drinks will be available for purchase	

Wednesday, November 8, 2023		
<u>CLICK HERE TO VIEW SESSION INFO</u>		
7:00 am to 9:00 am	Breakfast / Exhibitors	
9:00 am to 12:30 pm	Concurrent Sessions	General Mental Health and De-escalation Emotional Intelligence and Self-Care

		Dennis White and Rachel Cierpich
		Psilocybin (Magic Mushrooms) Grows Civil Cannabis Enforcement & Clandestine Hemp Grow Jennifer Morris
		Property Interest and Property Title Investigations / Receiverships Curtis Wright
9:00 am to 10:00 am	Concurrent Sessions	Short Term Rentals Matt Silver
10:15 am to 12:30 pm	Concurrent Sessions	Using Code Enforcement to Combat Crime Valerie Escalante Troesh
12:30 pm to 1:45 pm	Lunch / Exhibits	
1:45 pm to 5:15 pm	Concurrent Sessions	Homelessness Jim Eckart
		AVERT Geoff Albrecht
		The Crime Hidden in Plain Sight: Human Trafficking Thomas Ruck
1:45 pm to 3:45 pm	Concurrent Sessions	SB 296 Compliance Matt Silver
4:00 pm to 5:15 pm	Concurrent Sessions	Legal Update Valerie Escalante Troesh

5:00 pm to 7:00 pm	Exhibit Tear-Down
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Thursday, November 9, 2023		
CLICK HERE TO VIEW SESSION INFO		
7:00 am to 8:00 am	Breakfast	
8:00 am to 9:30 am	Closing Session	Association Updates/Awards
9:45 am to 12:00 pm	Concurrent Sessions	Officer Safety Justin Gardiner
		Budgeting for Current/Aspiring Managers Larry Brooks
		Code Enforcement Tools/Cannabis Regulations Yvette Portugal
		Legendary Public Customer Service: The Key to Ever Ed Nicholls
12:00 pm to 1:00 pm	Lunch on your Own	
1:00 pm to 5:00 pm	AVERT Instructor Certification Course	
2:00 pm to 4:00 pm	Substitute Service Exam	



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Execute an Easement to the Pacific Gas & Electric Company.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution authorizing the City Manager or Designee to execute an easement to the Pacific Gas & Electric Company.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332; no environmental review is required.

Discussion:

Project #23022 within the FY 2022-2023 Capital Improvement Plan requires the installation of two electric vehicle charging stations in the parking lot just North of the Old Courthouse at 810 8th Street. These stations are Level III fast. The purpose of these charging stations will be to provide high-speed EV charging, which will be accessible for public use.

These charging stations require a power connection from Pacific Gas & Electric (PG&E). The proposed connection will come from existing power poles that run North/South on the West end of the property. A new transformer will be set up in the location depicted in the attached drawing.

In order for PG&E to install their conduit, wire, etc. they will require an easement that will allow them to have access to their equipment. This easement area is depicted in the attached plan. Also attached is the easement paperwork that PG&E submitted.

Staff is requesting that the Council authorize the City Manager or Designee to finalize and execute the easement.

Fiscal Impact:

There will be no cost associated with this item.

Attachments:

1. Resolution
2. PG&E Easement Document
3. Plan

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE AN EASEMENT TO THE PACIFIC
GAS AND ELECTRIC COMPANY**

WHEREAS, Project #23022 within the FY 2022-2023 Capital Improvement Plan requires the installation of two electric vehicle charging stations in the parking lot just North of the Old Courthouse at 810 8th Street; the installation of charging stations requires an electrical connection from The Pacific Gas and Electric Company; and

WHEREAS, The Pacific Gas & Electric Company is requiring an easement to access their equipment; and

WHEREAS, the agreement and easement will be governed by and construed in accordance with the laws of the State of California and the Professional Land Surveyors Act and

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

SECTION 1: Authorizes the City Manager or Designee to finalize and execute an easement to The Pacific Gas and Electric Company.

-o0o-

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

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

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This
document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2227-24-10039

PM 35329978

EASEMENT DEED

CITY OF WASCO, a public body of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the *City of Wasco*, County of Kern, State of California, described as follows:

(APN 030-130-01)

The parcel of land, situate in the northeast quarter of the southeast quarter of Section 12, Township 27 South, Range 24 East, M.D.B.&M.; described in the deed from Mary A. Movsesian to Grantor dated September 11, 1974 and recorded in Book 4870 of Official Records at page 2412, Kern County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder; and the parcels of land of the uniform width of 12 feet and length of 19 feet centered on the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35329978 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by
the authorizing the foregoing grant of easement.

CITY OF WASCO,
a public body of the State of California

By

By: _____

By

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
personally appeared _____

Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____



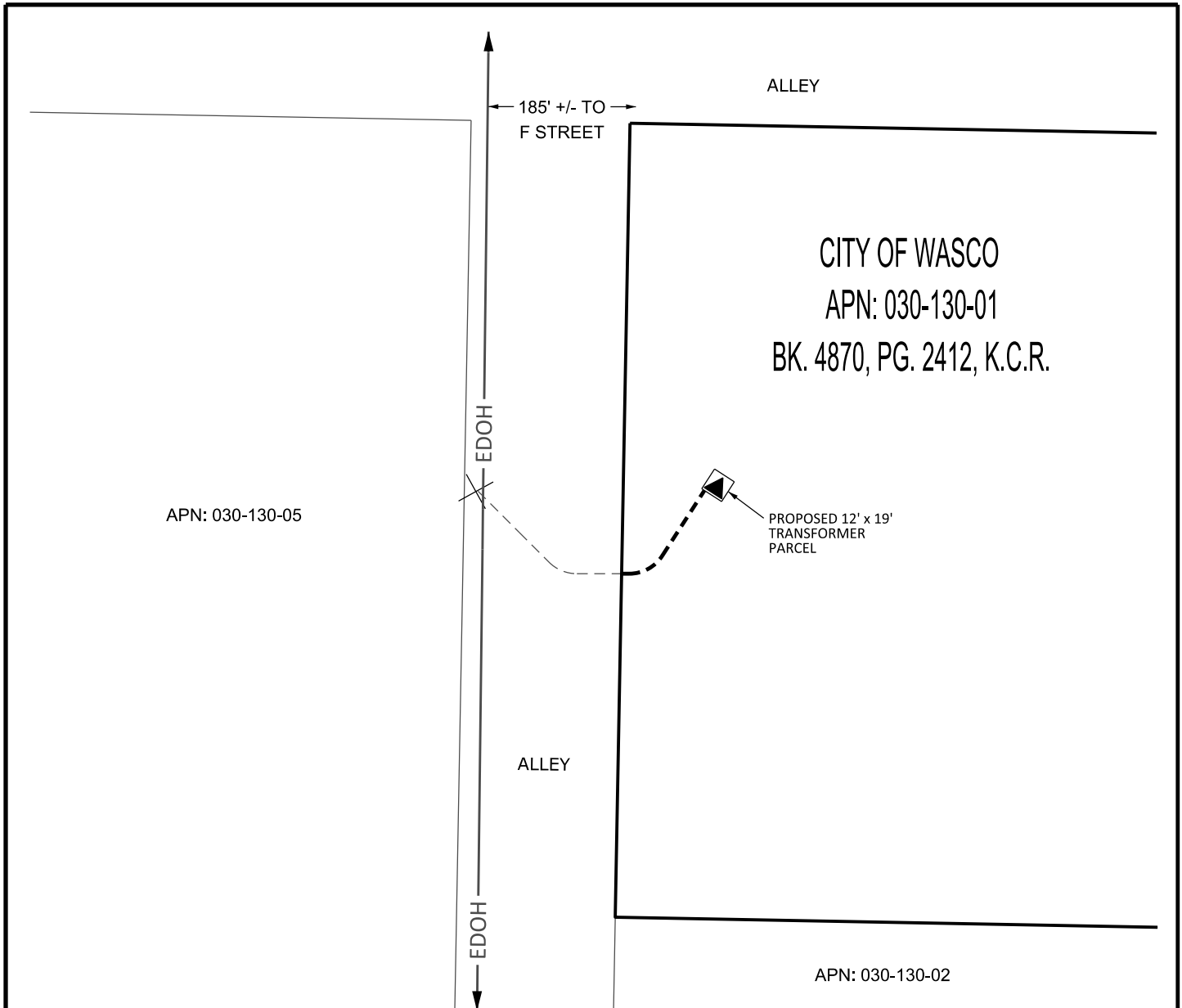
EXHIBIT “A”

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.



NE 1/4 OF
SE 1/4

LEGEND

- GRANTOR PARCEL LINE
- - - - - APPROXIMATE LOCATION OF THE 10FT. WIDE UNDERGROUND UTILITY EASEMENT
- - - - - PROPOSED FACILITIES (OFF-SITE)
- EDOH — EXISTING DISTRIBUTION OVERHEAD FACILITIES
- LOT LINES
- × PROPOSED POLE LOCATION
- ▲ PROPOSED TRANSFORMER
- K.C.R. - KERN COUNTY RECORDS

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

CITY OF WASCO

SCALE

DATE

N.T.S.

07/17/2023

SECTION 12	TOWNSHIP T.27S.	RANGE R.24E.	MERIDIAN M.D.B.&M.	COUNTY OF: KERN	CITY OF: WASCO
PLAT MAP: BG136-J16, 28221 (ELECTRIC) REFERENCE				PG&E	KERN DIVISION
				122919029	35329978
				AUTHORIZ	DRAWING NO.

Attach to LD: 2227-24-10039

Area, Region or Location: 4

Land Service Office: Bakersfield

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.27.24.12.21,

FERC License Number: n/a

PG&E Drawing Number: 35329978

Plat No.: BG136-J16, 28221 (elec.)

LD of Affected Documents: n/a

LD of Cross Referenced Documents: n/a

Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: n/a

% Being Quitclaimed: n/a

Order or PM: 35329978

JCN: n/a

County: Kern

Utility Notice Number: n/a

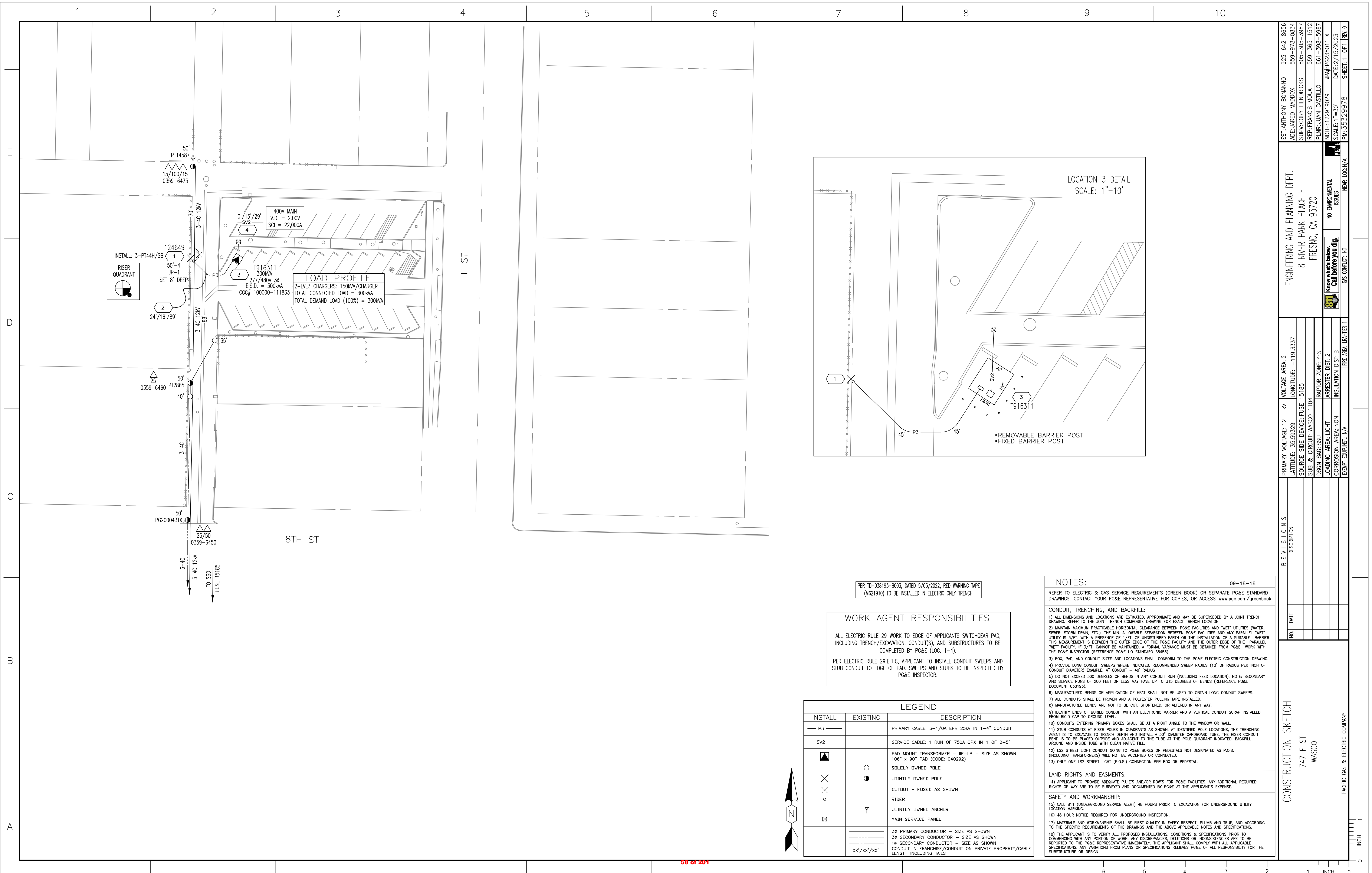
851 Approval Application No: n/a ;Decision: n/a

Prepared By: edm0

Checked By: lcp9

Approved By: n/a

Revised by: n/a





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of the Acceptance of the TDA Article 3 – Pedestrian Improvements Project and Authorization for the City Clerk to File the Notice of Completion.

Recommendation:

Staff recommends the City Council:

- 1) Review and accept the Notice of Completion and acceptance of the TDA Article 3 – Pedestrian Improvements Project, and authorize the City Clerk to file the Notice of Completion.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332; no environmental review is required.

Environmental Review:

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

Discussion:

On May 2, 2023, the City Council approved the award of this Project to Cen-Cal Construction in the amount of \$80,155.00.

In order to comply with the federal Americans with Disabilities Act, the City pursued TDA Article 3 monies that replace twelve ramps in the Southgate Neighborhood with ADA-approved ramps.

Cen-Cal Construction has completed its scope of work per the approved agreement, thus prompting the closeout of the Project.

Fiscal Impact:

The final cost of this Project came in at \$82,170.68, which is \$2,015.68 more than the amount authorized by the Council due to the fact that we had one change order that upgraded the basic paint for the striping to thermoplastic, which added \$1,289.09. This will increase the paint's longevity. There was also an extra work ticket that replaced one foot of wet soil under a curb ramp with a base; this added another \$726.59 to the invoice but improved compaction for the ramp, guaranteeing the ramp would not break in the future. Sufficient funds are available to cover the change order costs; no additional budget action is required with approval of this item.

Attachments:

1. Notice of Acceptance
2. Notice of Completion

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** July 3, 2023

8. The work of improvement completed is described as follows: TDA Article 3 – Pedestrian Improvements

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: J.L. Plank, Inc. dba Cen-Cal Construction

10. The street address of said property is: 764 E Street

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Removed 12 existing ramps and replace with ADA complaint Ramps, plus add two crosswalks.

09/05/2023

Date

Vincent Martinez., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

09/05/2023, City of Wasco, CA

Date and Place

Vincent Martinez., Mayor, City of Wasco

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

- | | | |
|----|---|---|
| 1. | Owner: | City of Wasco |
| 2. | Contractor: | J.L. Plank, Inc. dba Cen-Cal Construction |
| 3. | Surety of Faithful
Performance and
Labor and Material Bond: | Developers Surety and Indemnity Company |
| 4. | Contract For: | TDA Article 3 – Pedestrian Improvements |
| 5. | Date of Contract: | May 2, 2023 |
| 6. | Date of Completion: | July 3, 2023 |

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

Luis Villa
Public Works Director
City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of the acceptance of the Vacuum Truck Storage Building project and Authorize the City Clerk to file the Notice of Completion.

Recommendation:

Staff recommends the City Council:

- 1) Approval of the acceptance of the Vacuum Truck Storage Building project and Authorize the City Clerk to file the Notice of Completion.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332; no environmental review is required.

Environmental Review:

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

Discussion:

On February 7, 2023, the City Council approved the award of this Project to Amerivet Contracting dba Amerivet in the amount of \$85,390.00.

The City purchased a vacuum truck in 2021. To ensure the truck maintains its integrity and minimize impact from weathering or vandalism, Staff had contracted Amerivet to demolish the existing damaged storage building and replace it with a new storage building that can act as a parking garage for the vacuum truck and equipment storage.

Amerivet Contracting dba Amerivet has completed their scope of work per the approved agreement, thus prompting the closeout of the Project.

Fiscal Impact:

The final cost of this Project came in at \$85,390.00, which is the same amount authorized by Council. Because there were no extra charges, this project will not need any additional changes to the budget.

Attachments:

1. Notice of Acceptance
2. Notice of Completion

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** August 17, 2023

8. The work of improvement completed is described as follows: Vacuum Truck Storage Building

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Amerivet Contracting dba Amerivet

10. The street address of said property is: 5410 7th Street

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Demolish existing building, resurface existing concrete, add additional concrete, and re-construct new building to city specs.

09/05/2023

Date

Vincent Martinez., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

09/05/2023, City of Wasco, CA

Date and Place

Vincent Martinez., Mayor, City of Wasco

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

- | | | |
|----|---|-----------------------------------|
| 1. | Owner: | City of Wasco |
| 2. | Contractor: | Amerivet Contracting dba Amerivet |
| 3. | Surety of Faithful
Performance and
Labor and Material Bond: | U.S. Specialty Insurance Company |
| 4. | Contract For: | Vacuum Truck Storage Building |
| 5. | Date of Contract: | February 7, 2023 |
| 6. | Date of Completion: | August 17, 2023 |

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

Luis Villa
Public Works Director
City of Wasco

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to Sign and Execute an Agreement with Con Fab, a subdivision of Wastequip in the amount not to exceed \$12,000.00 to purchase 10, 3 cubic yard metal refuse bins via Sourcewell Contract #040621-WQL.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Sign and Execute an Agreement with Con Fab, a subdivision of Wastequip in the amount not to exceed \$12,000.00 to purchase 10, 3 cubic yard metal refuse bins via Sourcewell Contract #040621-WQL.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332; no environmental review is required.

Discussion:

City staff strives to maintain a stock of 12 bins for the Wasco State Prison and 10 bins in stock for the City's commercial businesses to ensure healthy services to our customers. The Sanitation Department repairs worn or damaged commercial bins when needed. We keep a supply of fabrication parts (bin lids and bottoms) for replacing these parts as they wear. Fabricating in-house saves the department and City funds compared to purchasing new bins. Staff will remove 10 of the worst bins that are in service now, replace them with the new and, rebuild the old for inventory, and ensure timely replacement of aging bins.

In order to improve efficiency and reduce costs, staff reviewed alternative purchasing options and identified Consolidated Fabricators currently has an active agreement with Sourcewell. In accordance with the City's municipal code, the City may utilize joint

powers agreements for procurement without further competitive bidding. The City will be purchasing the carts utilizing the Sourcewell contract #040621-WQI.

Fiscal Impact:

\$11,605.50 will be paid out of the Adopted FY 2023-2024 Operating Budget, Sanitation Materials and Supplies.

Attachments:

1. Resolution
2. Quote

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE AGREEMENT WITH CON FAB IN THE AMOUNT NOT TO EXCEED \$12,000.00 TO PURCHASE 10, 3-YARD METAL REFUSE BINS VIA A SOURCEWELL CONTRACT # 040621-WQI

WHEREAS, the City wishes to purchase 10, 3-yard metal refuse bins; and,

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and, will be a Sourcewell contract between the two parties, and,

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

WHEREAS, the City's cost for the refuse bins in the amount of \$11,605.50 to be from the Materials and Supplies account; and,

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

SECTION 1: Authorizes the City Manager or designee to sign and execute the agreement with Con Fab to purchase 10, 3-yard metal refuse bins in an amount not to exceed \$12,000.

-o0o-

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest:

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

Sell To:

Contact Name	Scott Maxey	Ship To Name	City of Wasco
Bill To Name	City of Wasco	Ship To	746 8th St
Bill To	746 8th St		Wasco, CA 93280-2010
	Wasco, CA 93280-2010		USA
Email	smaxey@ci.wasco.ca.us	Customer Job	040621-WQI
Phone	(661) 758-7271	Reference	

Quote Information

Salesperson	Brian Jacques	Created Date	7/21/2023
Salesperson Email	bjacques@wastequip.com	Expiration Date	8/20/2023
		Quote Number	WQ-10281323
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Selected Option	Quantity	Sales Price	Total Price
Containers - CF - Special Other Small Container	Special Other Small Container - CA (See Details for Product Information)	3 Yd Side Loader W/Ribs 14 Ga Front/RR 58" L Id X 46" W Id X 46" H Id, Steel Lids, Drain Plug, 16" Inseam Weld, Channel Skids W/Caps @ 42" Od, Side Loader Lift Plates, Ribs Front & Back, Hooks 1/2", Primed and Painted Edco Gray.	Color: Gray	10.00	\$980.00	\$9,800.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$9,800.00
Shipping Terms	FOB Origin	Shipping	\$997.00
		Tax	\$808.50
		Grand Total	\$11,605.50

Special Instructions

Special Instructions Customer to off Load at time of delivery.
Freight rate is subject to change based on current market rate at time of delivery.

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



901 Simmerhorn Rd, Galt, CA, 95632
PHONE: 800-339-8335 FAX: 209-745-4219
WQ-10281323

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of the Travel Expenses Exceeding \$578.35 for Police Chief Fivecoat for attending the 59th FBINNA Federal Bureau of Investigation National Annual Training Conference from July 29, 2023, to August 1, 2023, in Denver, CO.

Recommendation:

Staff recommends the City Council:

- 1) Approval of the travel expenses exceeding \$578.35 for Police Chief Fivecoat for attending the 59th FBINNA Federal Bureau of Investigation National Annual Training Conference from July 29, 2023, to August 1, 2023, in Denver, CO.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

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

Discussion:

On July 18, 2023, the City Council approved the travel and training expenses of \$1,500 for Police Chief Fivecoat to attend the 2023 FBINNA National Federal Bureau of Investigation National Annual Training Conference from July 29, 2023, to August 1, 2023, in Denver, CO.

The cost of the training, hotel fees, and food per diems totaled \$2078.35, exceeding the requested amount of \$1,500.00. As a result, the City Council will need to approve the exceeded travel amount difference of \$578.35 for the expenses of the trip.

Fiscal Impact:

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

Attachments:

1. Conference Information

FBINAA

59th National Annual Training Conference

July 29 – August 1, 2023 | Denver, Colorado



Training Session Schedule

Saturday, July 29

Subject to Change

10:00 - 11:30	<u>Breakout Session</u> Breaking Barriers and Building Community	M. Quentin Williams , Founder, and CEO, Dedication to Community Matthew Rebuck , Retired FBI NA Instructor; FBINA Graduate Session 265 Cory McGookin , Director of Training, Del Carmen Consulting; Former FBI National Academy Unit Chief Alex English
	<u>Breakout Session</u> Bringing Command Presence Home: An Essential Tool for Work-Life Balance	Dr. Rachelle Zemlok , Police Psychologist, Cordico/Lexipol Chief Paul LeBaron , Hermosa Beach Police Department (CA); FBINA Graduate Session 261
	<u>Breakout Session</u> Managing a Media Firestorm: Crisis Communications for Law Enforcement Leaders	Julie Parker , President, Julie Parker Communications Chief Christopher Mannino , Park Forest Police Department (IL) (Retired); Senior Director, Julie Parker Communications; FBINA Graduate Session 237
	<u>Breakout Session</u> Financial Resiliency - Officer Wellness	Judy Pollard , CCUFC, Business Development Manager and Certified Credit Union Financial Counselor, JFCU
13:00 - 14:30	<u>Breakout Session</u> Communication Best Practices <i>Brought to you with support of the FBI National Academy</i>	Gail Pennybacker , Instructor of Communications, Leadership Education Unit, FBI Academy, Quantico Ken White , Instructor of Communications, Leadership Education Unit, FBI Academy, Quantico

	<u>Breakout Session</u> The Culture of American Policing and Policing Reform	Chief Nicholas Sensley , Truckee Police Department (CA) (Retired); Founder and CEO, Institute for American Policing Reform Captain Eric Litchfield , Santa Rosa Police Department (CA) (Retired); Vice President - Standards, Education and Training, Institute for American Policing Reform
	<u>Breakout Session</u> Building a Wellness Culture and They Will Come	Chief Marcia Harnden , Albany Police Department (OR) Chief Michelle Bennett , Edmonds Police Department (WA); FBINA Graduate Session 247
	<u>Breakout Session</u> How to Implement Technologies to Enable More Effective and Proactive Community Policing	Commander Marcus Claycomb , Melbourne Police Department (FL) (Retired); Business Development Manager, Panasonic; FBINA Graduate Session 273 Lieutenant Thomas Porto , Fort Lee Police Department (NJ) John Verdi , New York Police Department (Retired); Founder, Hey Blue Initiative

Sunday, July 30

08:30 - 10:00	<u>Keynote</u> Building Resilience to Perform in the Storm	Tracy "JackieO" LaTourrette , Lieutenant Colonel (Retired), U.S. Air Force; Colorado's "First Lady" Fighter Pilot; Deputy Director of Current Operations, Colorado National Guard's Joint Force Headquarters
13:00 - 14:30	<u>Keynote</u> Officer Safety and Wellness: The Missing Link	John Bostain , President, Command Presence Training
15:00 - 16:30	<u>Breakout Session</u> Is There Enough Being Done to Save Law Enforcement Officers from Themselves? A Quantitative Study of Officers' Perspective Regarding Police Suicide and Law Enforcement Organizational Assistance	Dr. Darwin Jones , Captain, Caddo Parish Sheriff's Office (LA); FBINA Graduate Session 252
	<u>Breakout Session</u> Waukesha Christmas Parade Attack	Assistant Chief Thomas Wagner , City of Waukesha Police Department (WI); FBINA Graduate Session 282 Assistant Chief Ron Oremus , City of Waukesha Police Department (WI); FBINA Graduate Session 258 Captain Dan Baumann , City of Waukesha Police Department (WI); FBINA Graduate Session 272

	<u>Breakout Session</u> LinkedIn for Law Enforcement Professionals: Tips and Tricks to Improve Your Network and Your Personal Brand	Sergeant Paul Grattan , New York City Police Department (NY); FBINA Graduate Session 254
	Responding to Mass Demonstrations: Advancing Community and Officer Safety	Michael David , Social Science Analyst, Office of Community Oriented Policing Services, US Department of Justice Jennifer Zeunik , Director, The National Policing Institute

Monday, July 31

08:30 - 10:00	<u>Keynote</u> Today's Executive Leadership Challenge: Redefining Leadership Unlike Ever Before!	Assistant Chief Hajir Nuriddin , Coral Gables Police Department (FL) (Retired); FBINA Graduate Session 242
13:00 - 14:30	<u>Keynote</u> Investigative Genetic Genealogy from GSK to Present	Amy Whitman , Special Agent, FBI Los Angeles Field Office
15:00 - 16:30	<u>Breakout Session</u> Greatness Beyond the Badge: The Three Keys Principles for Self-Awareness	Michael Laidler , Professional Speaker, Michael Laidler Unlimited
	<u>Breakout Session</u> Civil Unrest and Protest Issues, Procedures and Actions: Protecting Citizen Rights and Agency Reputation in the 21st Century	Jose Vega , Sergeant Special Assignment, New York Police Department (Retired); FBINA Graduate Session 253 Anthony Raganella , Deputy Inspector, New York Police Department (Retired); FBINA Graduate Session 223 Lieutenant Peter Davidov , Montgomery County Police Department; FBINA Graduate Session 279
	<u>Breakout Session</u> Drone as First Responder (DFR): An Innovative Use of Drones for Public Safety	Captain Don Redmond , Chula Vista Police Department (CA)(Retired); Vice President Advanced Public Safety Projects, BRINC Drones; FBINA Graduate Session 263
	<u>Breakout Session</u> Understanding Communication	Joe Koenig , MPA, CFE and Forensic Linguist, KMI Investigations, LLC; Michigan State Police (Retired); FBINA Graduate Session 122

Tuesday, August 1

08:30 - 10:00	<u>Keynote</u> Message from the FBI Leadership <i>Brought to you with the support of the FBI and the FBI National Academy</i>	Executive Assistant Director Timothy Langan , Criminal, Cyber, Response, and Services Branch, FBI
10:30 - 12:00	<u>Breakout Session</u> FBI National Academy Update <i>Brought to you with support of the FBINAA and FBI National Academy</i>	Section Chief Todd Bobe , FBI Training Division Unit Chief Sherie Rebollo , National Academy Unit A/ Executive Director Angie Wier , FBI National Academy Associates
	<u>Breakout Session</u> Legitimate Leadership	Dr. Stephen Odom , Founder and Chief Clinical Officer, First Responder Wellness and Shift Wellness; CEO, The Counseling Team International
	<u>Breakout Session</u> The INCEL Movement. America's Next Domestic Terrorist Threat?	Chief Byron Snellgrove , Director of Public Safety, Cayce Department of Public Safety (SC) (Retired)
	<u>Breakout Session</u> Officer Wellness from Pre-Employment to Retirement	Dr. Heather McElroy , Ph.D; ABPP; Managing Partner/Board Certified Police and Public Safety Psychologist, Psychological Dimensions, LLC
13:00 - 14:00 (60-minute breakout sessions, two options)	<u>Breakout Session</u> How Law Enforcement Agencies Tap into Connected Technologies to Better Serve and Protect Communities	Marcus Claycomb , Business Development Manager, Panasonic Connect North America / Law Enforcement Professional Tim Adams , Business Development Manager, Panasonic North America's Smart Mobility Office
	<u>Breakout Session</u> Verizon Frontline and the Future of Emergency Response	TBA
OR		
13:00 - 14:30 (90-minute breakout session, one option)	<u>Breakout Session</u> Empowering Law Enforcement Professionals in Modern Policing: An Active Bystandership of Law Enforcement (ABLE) Project Panel Discussion	Captain Gregory Hanna Jr. , Metro Transit Police Department (D.C.) (Retired); Active Bystandership for Law Enforcement (ABLE) National Trainer; FBINA Graduate Session 261 Chief George Dingfelder , Monte Vista Police Department (CO) Chief Bob Brammer , Durango Police Department (CO); FBINA Graduate Session 271

15:00 - 16:30	<u>Breakout Session</u> Body Worn Cameras: Tactics for Effective Use	Deputy Chief James Harris , Toms River Police Department (NJ) (Retired); J. Harris Academy of Police Training; FBINA Graduate Session 265
	<u>Breakout Session</u> The Belmar Shooting: A Cross-Jurisdictional Crime Spree and Lessons in Officer Resiliency	Commander Randy McNitt , Lakewood Police Department (CO); FBINA Graduate Session 280 Police Agent Ashley Ferris , Lakewood Police Department (CO)
	<u>Breakout Session</u> Keeping The Super Heroes Super	Dr. Kimberly Miller , Ph.D.; MA; BA; Police Psychologist, Kimberly A. Miller & Associates, LLC
	<u>Breakout Session</u> Executive Leadership and Mindfulness	Captain Tim Gately , Redmond Police Department (WA); MPA; MA; Founder, Timothy J Enterprises LLC; FBINA Graduate Session 261



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of the acceptance of the CDBG 16th Street Rehabilitation Project and Authorize the City Clerk to file the Notice of Completion.

Recommendation:

Staff recommends the City Council:

- 1) Review and accept the Notice of Completion and acceptance and authorize the City Clerk to file the Notice of Completion.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:

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

Discussion:

On May 2, 2023, the City Council approved the award of this Project to Bowman Asphalt in the amount of \$428700.00.

16th Street was reconstructed from Highway 46 to Griffith Ave, adding many more years of life to the road. This road leads straight to Hwy 43 and is heavily used by many residents going and returning from work. In addition, the project helped bring 18 ramps to ADA standards by means of removal and replacement.

Bowman Asphalt has completed its scope of work per the approved agreement thus prompting the closeout of the Project.

Fiscal Impact:

The final cost of this Project came in at \$438,564.00 which is \$9,864 more than the amount authorized by Council. Because Bowman Asphalt discovered three extra utility/manhole covers that had to be raised up to grade, grinding an extra 468 square feet of asphalt around two ramps was required to make the tie-in ADA complaint. Sufficient funding exists to cover the noted change order; no additional budget action is required with approval of this item.

Attachments:

1. Notice of Acceptance
2. Notice of Completion

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names	Addresses
-------	-----------

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

Names	Addresses
-------	-----------

7. A work of improvement on the property hereinafter described was **COMPLETED** July 24, 2023

8. The work of improvement completed is described as follows: CDBG 16th Street Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bowman Asphalt, Inc

10. The street address of said property is: 764 E Street

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Rehabilitation of 16th St from Hwy 46 to Griffith Ave and removed & replaced 18 existing ramps with ADA Ramps

09/05/2023

Date

Vincent Martinez., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

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

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

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

09/05/2023, City of Wasco, CA

Date and Place

Vincent Martinez., Mayor, City of Wasco

NOTICE OF ACCEPTANCE

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

The information pertinent to this Notice is as follows:

- | | | |
|----|---|---|
| 1. | Owner: | City of Wasco |
| 2. | Contractor: | Bowman Asphalt, Inc. |
| 3. | Surety of Faithful
Performance and
Labor and Material Bond: | Travelers Casualty and Surety Company of America |
| 4. | Contract For: | CDBG 16 th Street Rehabilitation Project |
| 5. | Date of Contract: | May 2, 2023 |
| 6. | Date of Completion: | July 24, 2023 |

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

Luis Villa
Public Works Director
City of Wasco



STAFF REPORT

City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt And Waive The Second Reading Of An Ordinance of the City Council of the City of Wasco Replacing Ordinance No. 18-698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment of the City Clerk and City Treasurer.

Recommendation:

Staff recommends the City Council:

1. To Adopt And Waive The Second Reading of an Ordinance of the City Council of the City Of Wasco, Replacing Ordinance No. 698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer.
2. Find that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project that has the potential for causing a significant effect on the environment.

Background:

This item was presented to the City Council on August 15, 2023, City Council meeting for introduction and to waive the first reading.

It is the staff's recommendation to the Council to adopt and waive the second reading of the Ordinance, Replacing Ordinance No. 698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer.

On June 21, 2022, the City Council approved placing two Measures on the November 8, 2022, General Municipal Election ballot regarding whether the Office of the Clerk and City Treasurer should be filled by election or appointment.

Discussion:

As a result of the General Municipal Election held on November 8, 2022, the City Clerk and City Treasurer positions have become appointive. At the same Municipal Election, both the existing City Clerk and City Treasurer were reelected for four-year terms.

Pursuant to Government Code Section 36510, the City Clerk and the City Treasurer on the date of this ordinance shall each retain their position until the expiration of their four-year term or in the event of a vacancy, whichever occurs first. Upon expiration of the term of the City Clerk or City Treasurer or if either office becomes vacant, the City Manager shall have the authority to appoint replacements. The City Manager shall also have the authority to remove each officer. The office of the City Clerk shall henceforth be known as the "City Clerk/Administrative Manager."

Upon expiration of the term of the person who is the City Treasurer as of the date of this ordinance or upon the office becoming vacant, the duties of the City Treasurer shall be merged with those of the Director of Finance, and the Director of Finance shall thereafter be both the Director of Finance and the City Treasurer.

Fiscal Impact:

There is no fiscal impact; no budget action is required with approval of this item.

Attachments:

1. Ordinance No 18-698
2. Proof of Publication
3. Ordinance No 23-____

ORDINANCE NO. 18-698

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

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

Section 1. **AMENDMENTS**

- (a) Ordinance Nos. 192, 445.5, 621 and 673 and the City of Wasco Municipal Code are amended by replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City."
- (b) Section 1(b) of Ordinance No. 673 and Section 2.14.010 of the Wasco Municipal Code is replaced with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

Section 2. **SEVERABILITY**

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

Section 3. **EFFECTIVE DATE**

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

--ooOoo--

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 2nd day of October 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day 6th of November, 2018, by the following votes:

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

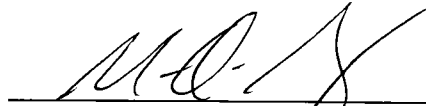
AYES:

NOES:

ABSTAIN:

ABSENT:

✓
✓
✓
Espitia, Wegman
None
None


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

APPROVED: Nov. 6, 2018


GILBERTO REYNA
MAYOR of the City of Wasco

ORDINANCE NO. 18-698

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

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

Section 1.

AMENDMENTS

- (a) Ordinance Nos. 192, 445.5, 621 and 673 and the City of Wasco Municipal Code are amended by replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City."
- (b) Section 1(b) of Ordinance No. 673 and Section 2.14.010 of the Wasco Municipal Code is replaced with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

Section 2.

SEVERABILITY

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

Section 3.

EFFECTIVE DATE

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


--ooOoo--

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 2nd day of October 2018.

CITY OF WASCO
ORIGINAL

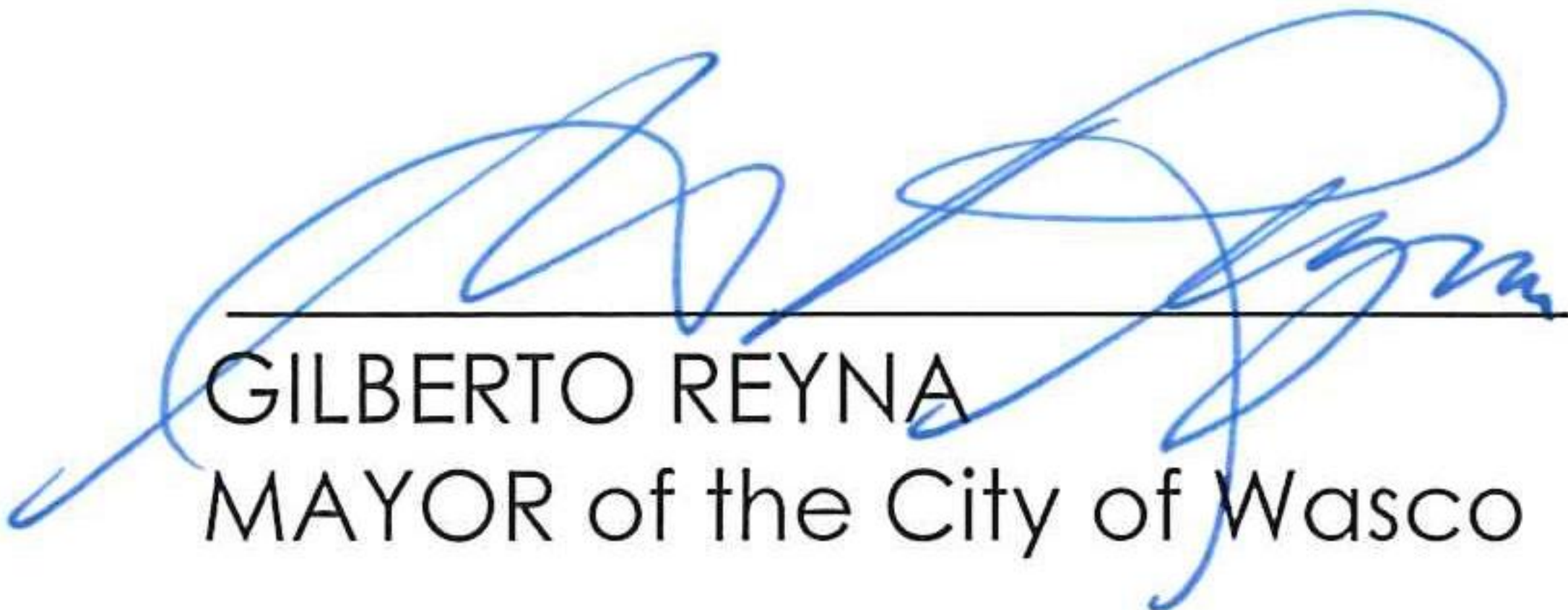
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day 6th of November, 2018, by the following votes:

COUNCIL MEMBERS:	REYNA, GARCIA, CORTEZ, ESPITIA, WEGMAN
AYES:	<u>✓</u>
NOES:	<u>✓</u>
ABSTAIN:	<u>✓</u>
ABSENT:	<u>None</u>



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

APPROVED: Nov. 6, 2018



GILBERTO REYNA
MAYOR of the City of Wasco



PROOF OF PUBLICATION

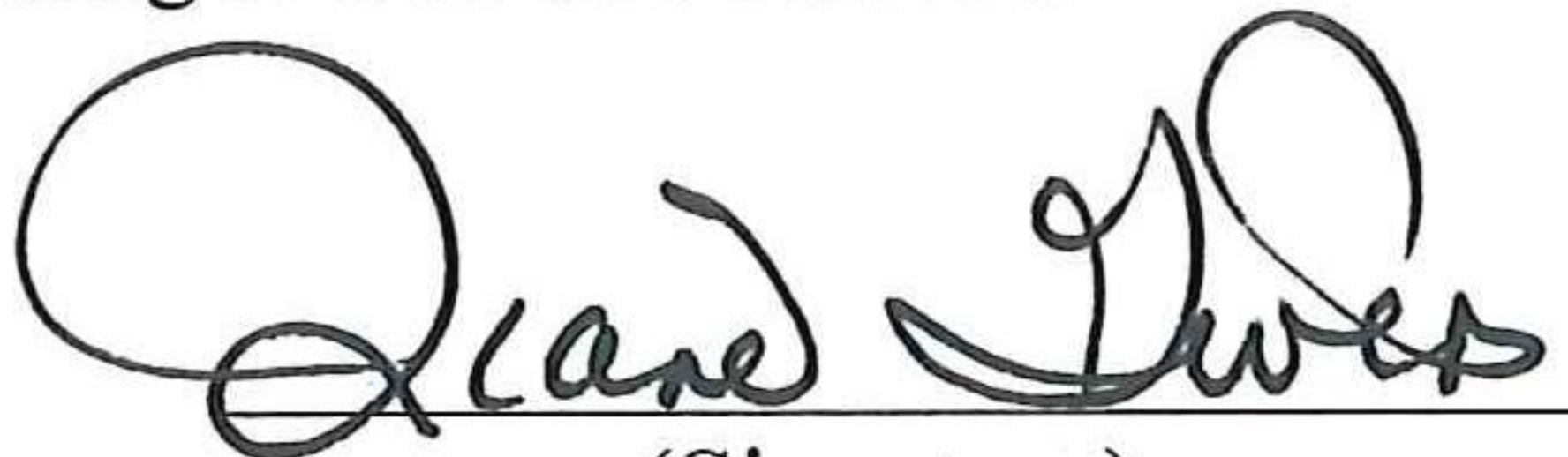
(2015.5C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA } ss.
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

November 15, 2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.


(Signature)

Executed on 11-15-18
at Shafter, California

The *Wasco Tribune*
PO Box 789
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE
PUBLIC NOTICE OF ADOPTION OF
ORDINANCE
BY THE WASCO CITY COUNCIL
ORDINANCE NO. 18-698**

NOTICE IS HEREBY GIVEN that on z November 6, 2018, the City Council of the City of Wasco adopted Ordinance No. 18-698 entitled:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

SUMMARY

The proposed Ordinance will amend Municipal Code replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City; and

Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

AYES: REYNA, GARCIA, CORTEZ

NOES: ESPITIA, WEGMAN

ABSTAIN: NONE

ABSENT: NONE

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/ MARIA O. MARTINEZ

Clerk of the City of Wasco and Ex-Officio Clerk of the Council

Publish *Wasco Tribune* November 15, 2018

PUBLIC NOTICE OF ADOPTION OF ORDINANCE

 **POSTED**
11-8-18
@ 2:55pm

BY THE WASCO CITY COUNCIL

ORDINANCE NO. 18-698

NOTICE IS HEREBY GIVEN that on November 6, 2018, the City Council of the City of Wasco adopted Ordinance No. 18-698 entitled:

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING
ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND
2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH
INSURANCE BENEFITS FOR ELECTED OFFICIALS**

SUMMARY


- (a) The proposed Ordinance will amend Municipal Code replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City; and
- (b) Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

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

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 – 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/ 
MARIA O. MARTINEZ
Clerk of the City of Wasco and
Ex-Officio Clerk of the Council

Published: November 15, 2018, Wasco Tribune

PUBLIC NOTICE OF ADOPTION OF ORDINANCE

BY THE WASCO CITY COUNCIL

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ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND
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INSURANCE BENEFITS FOR ELECTED OFFICIALS**

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- (b) Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

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NOES: ESPITIA, WEGMAN
ABSTAIN: NONE
ABSENT: NONE

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 – 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/ 
MARIA O. MARTINEZ
Clerk of the City of Wasco and
Ex-Officio Clerk of the Council

Published: November 15, 2018, Wasco Tribune

PROOF OF PUBLICATION

(2015.5C.C.P.)
(GENERAL FORM)

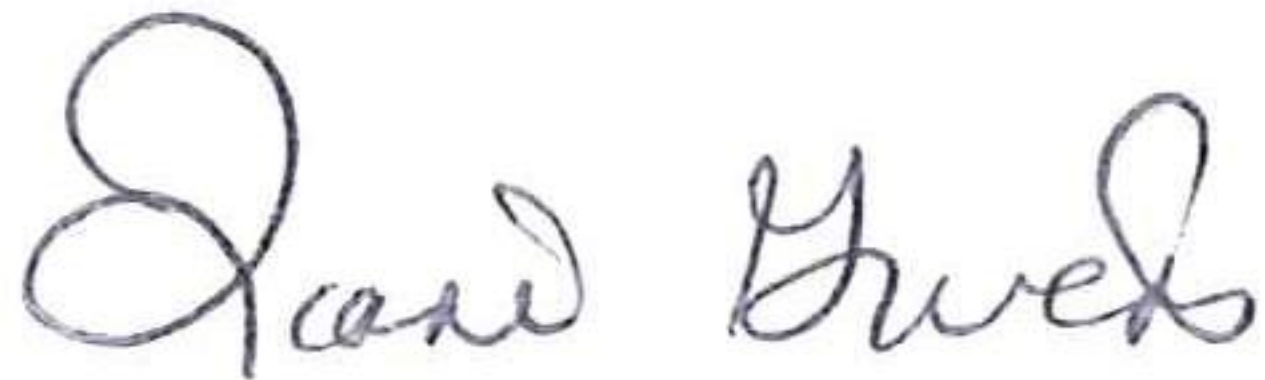
2018-698

STATE OF CALIFORNIA } ss.
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

September 27, 2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.



(Signature)

Executed on 9-27-18
at Shafter, California

**PUBLIC NOTICE
NOTICE BY THE WASCO
CITY COUNCIL
OF INTENT TO ADOPT AN
ORDINANCE**

NOTICE IS HEREBY GIVEN that on October 2, 2018, at 6:00 p.m. or as soon thereafter, the City Council of the City of Wasco intends to adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

SUMMARY

The proposed Ordinance will amend the previous Ordinance Nos 192, 445.5, 621 and 673 by providing Health Insurance Benefits for all Elected Officials. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018

/s/MARIA O. MARTINEZ

Clerk of the City of Wasco and
Ex-Officio Clerk of the Council
Published *Wasco Tribune* September 27, 2018

The Wasco Tribune
PO Box 789
Shafter, CA 93263

Phone (661)292-5100

PROOF OF PUBLICATION

(2015.5C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA } ss.
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

September 13, 2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

David Lopez

(Signature)

Executed on 9-13-18
at Shafter, California

The *Wasco Tribune*
PO Box 789
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BY
THE CITY COUNCIL OF THE CITY
OF WASCO
REGARDING ITS INTENT TO ADOPT
AN ORDINANCE**

NOTICE IS HEREBY GIVEN that the Wasco City Council will hold a public hearing on **Tuesday, October 2, 2018 at 6:00 p.m.**, or as soon thereafter as the matter may be heard, in the Council Chambers of City Hall, 746 - 8th Street, Wasco, CA 93280, to receive testimony regarding the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS SUMMARY

The proposed Ordinance will amend Appendix "A" of Title 16 - Subdivisions of the Wasco Municipal Code. Appendix "A" contains the construction standards, which were last updated in 2011. All new construction and development are required to follow these standards. There are various proposed changes to the construction standards that reflect the latest in the industry and other improvements that have been suggested by City Staff. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

/s/**MARIA O. MARTINEZ**

Clerk of the City of Wasco and
Ex-Officio Clerk of the Council
Publish *Wasco Tribune* September 13, 2018

*Incorrect
Re-Published*

NOTICE BY THE WASCO CITY COUNCIL
OF INTENT TO ADOPT AN ORDINANCE

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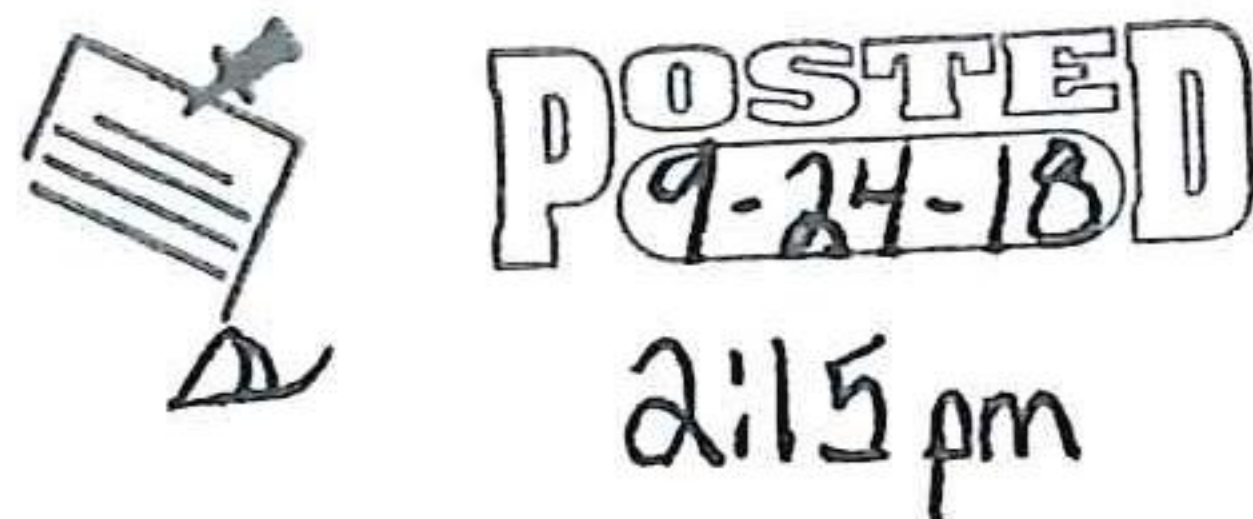
SUMMARY

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A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 – 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018


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



Published Date: September 27, 2018

NOTICE BY THE WASCO CITY COUNCIL

OF INTENT TO ADOPT AN ORDINANCE

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A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 – 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018



MARIA O. MARTINEZ

Clerk of the City of Wasco and
Ex-Officio Clerk of the Council

Published Date: September 27, 2018

PROOF OF PUBLICATION

(2015.5C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA } ss.
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

August 3, 2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Diane Givens, JM
(Signature)

Executed on **August 3, 2023**
at Shafter, California

The *Wasco Tribune*
PO Box 789
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE
LEGAL NOTICE
Notice of Public Hearing
City Council Meeting Date of
August 15, 2023**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Wasco City Council on Tuesday, August 15, 2023, at 6:00 P.M. or soon thereafter in the City Council Chambers located at 746 8th Street, Wasco, California, to consider the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPLACING ORDINANCE NO. 698 AND AMENDING WASCO MUNICIPAL CODE CHAPTER 2.14 RELATING TO THE APPOINTMENT OF THE CITY CLERK AND CITY TREASURER

The Municipal Code text changes and any supporting documents may be reviewed during regular business hours at City Hall located at 746 8th Street, Wasco, CA 93280. Any person wishing to testify on the above may appear before the City Council at their hearing on August 15, 2023, or submit written comments before August 15, 2023.

If you challenge this proposal or any aspect of it in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or written correspondence delivered to the City of Wasco City Clerk's Office, 746 8th Street, Wasco, CA 93280, at, or prior to the public hearing.

If you need special assistance to participate in the meetings described in this notice, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to these meetings. Telephone (661) 758-7215 or via California Relay Service (Hearing Impaired Only). Requests for assistance should be made at least two (2) days in advance whenever possible.

If you have any questions, you may contact the City Clerk's Office at (661) 758-7215.

/s/Monica Flores, Deputy City Clerk
Publish Wasco Tribune August 3, 2023

ORDINANCE NO. 2023 -

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPLACING
ORDINANCE NO. 698 AND AMENDING WASCO MUNICIPAL CODE CHAPTER
2.14 RELATING TO THE APPOINTMENT OF THE CITY CLERK AND CITY TREASURER**

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

Section 1. AMENDMENTS.

(a) Chapter 2.14 of the Wasco Municipal Code is hereby replaced in its entirety with the following:

Chapter 2.14

CITY CLERK, CITY TREASURER

2.14.010 Offices--Appointment

2.14.020 Powers and duties.

2.14.030 Deputies-Appointments-Powers and Duties

2.14.040 Compensation

2.14.050 Health Insurance

2.14.010 Office – Appointment

As a result of the general municipal election held on November 8, 2022, the City Clerk and City Treasurer positions have become appointive. At the same municipal election, both the existing City Clerk and City Treasurer were reelected for four-year terms. Pursuant to Government Code Section 36510, the City Clerk and the City Treasurer on the date of this ordinance shall each retain their position until the expiration of their four-year term or in the event of a vacancy, whichever occurs first. Upon expiration of the term of the City Clerk or City Treasurer or if either office becomes vacant, the City Manager shall have the authority to appoint replacements. The City Manager shall also have the authority to remove each officer. The office of the City Clerk shall henceforth be known as the "City Clerk/Administrative Manager."

2.14.020 Powers and duties.

A. The City Clerk/Administrative Manager shall exercise such powers and perform such duties as described by the City Manager from time to time and in the Government Code.

B. The City Treasurer shall exercise such powers and perform such duties as described by the City Manager from time to time and in the Government Code.

2.14.030 Deputies-Appointments-Powers and Duties

The City Manager may appoint one or more deputies for the City Clerk/Administrative Manager with the power to remove them or any of them and to establish the duties and powers that they are to perform.

2.14.040 Compensation

Compensation of the City Clerk/Administrative Manager and any deputies and compensation of the City Treasurer shall be fixed by the City Council.

2.14.050 Health Insurance

The City Clerk/Administrative Manager and deputies, and the City Treasurer shall be entitled to health insurance benefits.

2.14.060 Merger with Director of Finance.

Upon expiration of the term of the person who is the City Treasurer as of the date of this ordinance or upon the office becoming vacant, the duties of the City Treasurer shall be merged with those of the Director of Finance, and the Director of Finance shall thereafter be both the Director of Finance and the City Treasurer.

Section 2. SEVERABILITY.

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

Section 3. ENVIRONMENTAL QUALITY ACT.

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

Section 4. EFFECTIVE DATE.

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

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 15th day of August 2023.

I HEREBY CERTIFY that the foregoing Ordinance No. 2023 – _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on September 15, 2023, by the following vote:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Nancy Vera, Human Resources Manager

DATE: September 5th, 2023

SUBJECT: Approval of Amended Employment Agreement Terms Between City Manager, M. Scott Hurlbert and the City of Wasco.

Recommendation:

Staff recommends the City Council:

- 1) Staff recommends the City Council approve the Amended Employment Agreement Terms Between City Manager, M. Scott Hurlbert and the City of Wasco.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

Environmental Review:

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

Discussion:

On June 1st, 2021, Hurlbert and the City entered into an Employment Agreement 2021-024. The City Council employed Hurlbert initially under the title Assistant to the City Manager in order to transition with the departing former City Manager. Hurlbert transitioned to the role of City Manager on July 1st, 2021. The Hurlbert agreement is for a five (5) year term, from July 1st, 2021 – June 30th, 2026.

As part of the annual evaluation process, the City Manager and City Council meet to review and evaluate Hurlbert's overall performance and Employment Agreement. During this evaluation process, the City Council assigned a two-member Committee to review terms of the existing Employment Agreement. The Committee recommended amendments to the Annual Salary, Leave Accrual Caps, and Leave Cash-Out procedures contained in the Agreement. The recommended changes are identified below:

“Section 4 Salary, Deferred Compensation:” The City Council proposes to increase the salary of the City Manager by six (6) percent based on merit. The City Council would like to also update the contract language to allow for the same Cost of Living Adjustment received by non-represented staff members to be appropriated to the City Manager, at the discretion of the City Council. An update to the name of the City's deferred compensation management company is also proposed.

“Section 5 Sick Leave:” Allow for a maximum carry-over of 156 hours of sick leave. Annual “cash-out” will be optional rather than mandatory, up to the available accrual balance and may not create a negative vacation balance.

“Section 6 Vacation Leave:” Allow for a maximum carry-over of 240 hours of vacation leave. Annual “cash-out” will be optional rather than mandatory, up to the available accrual balance and may not create a negative vacation balance.

Hurlbert and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement. The amended agreement sets the base salary, leave accrual limits, and accrued leave cash-out provisions the Parties now wish to amend.

Fiscal Impact:

The estimated fiscal impact is equal to the current and future annual budget appropriation for salary and benefits relating to the Amended Employment Agreement. The adopted FY 2023-2024 Operating Budget is sufficient to cover the costs related to this amendment. No additional budget action is required with approval of this item.

Attachments:

1. Resolution
2. Amended Employment Agreement
3. Employment Agreement 2021-024

RESOLUTION NO. 2023 -

APPROVAL OF AMENDED EMPLOYMENT AGREEMENT TERMS BETWEEN CITY MANAGER, M. SCOTT HURLBERT AND THE CITY OF WASCO.

WHEREAS, the City Council Approved a Resolution to appoint M. Scott Hurlbert as City Manager on June 1st, 2021; and

WHEREAS, Hurlbert and the City wish to update the terms and conditions described in the employment agreement 2021-024; and

WHEREAS, said agreement will update Section 4 Salary, Deferred Compensation: The City Council proposes to increase the salary of the City Manager by six (6) percent based on merit. The City Council would like to also update the contract language to allow for the same Cost of Living Adjustment as non-represented staff members to be appropriated at the discretion of the City Council. An update to the name of the City's deferred compensation management company is also proposed; and

WHEREAS, said agreement will update Section 5 Sick Leave: Allow for a maximum carry-over of 156 hours of sick leave. Annual "cash-out" will be optional rather than mandatory, up to the available accrual balance and may not create a negative sick balance; and

WHEREAS, said agreement will update Section 6 Vacation Leave: Allow for a maximum carry-over of 240 hours of vacation leave. Annual "cash-out" will be optional rather than mandatory, up to the available accrual balance and may not create a negative vacation balance; and

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

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

SECTION 1: Authorized the City Council to approve and sign the amended employment agreement for M. Scott Hurlbert as City Manager.

-oOo-

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

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

EMPLOYMENT AGREEMENT NO. _____
AGREEMENT BETWEEN M. SCOTT HURLBERT AND THE CITY OF WASCO TO
AMEND TERMS OF CITY MANAGER EMPLOYMENT AGREEMENT NO. 2021-024

This Mutual Agreement to Amend (“Amendment Agreement”) is entered into by and between Employee M. Scott Hurlbert (“Hurlbert”) and the City of Wasco (“City,” collectively, “the Parties”) with regard to the Employment Agreement (“Employment Agreement”) dated June 1st, 2021, by and between Hurlbert and the City.

RECITALS

1. On June 1st, 2021, Hurlbert and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Hurlbert and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. The amended agreement sets the base salary and accrued leave cash-out provisions the Parties now wish to amend.
4. Section 4 Salary, Deferred Compensation: The City Council would like to increase the annual base salary of the City Manager by six (6) percent based on merit. The City Council would like to also update the contract language to allow for the same Cost of Living Adjustment as non-represented staff members to be appropriated to the City Manager, at the discretion of the City Council. The proposed Amendment also updates the name of the City’s deferred compensation management company.
5. Section 5 Sick Leave: Allow for a maximum carry-over of 156 hours of sick leave. Annual “cash-out” will be optional, up to the available accrual balance and may not use the “cash-out” process to create a negative sick balance.
6. Section 6 Vacation Leave: Allow for a maximum carry-over of 240 hours of vacation leave. Annual “cash-out” will be optional, up to the available accrual balance and may not use the “cash-out” process to create a negative vacation balance.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 4 (entitled "Salary; Deferred Compensation"), which consists of nine (9) sentences, and three (3) paragraphs is hereby amended as follows:

Language in Current Employment Agreement:

“SECTION 4. SALARY; DEFERRED COMPENSATION”: The City shall pay Hurlbert a salary of \$180,250.00 per year, payable in equal installments on each pay day that all other City

employees are paid. Hurlbert's salary is subject to an upward installment annually, as determined by the City Council. The City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits received by Hurlbert, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of City department heads.

The City Council may increase the annual salary of the City Manager so long as it does not exceed the salary range approved by the City Council. Increases in the annual base salary shall be merit-based and shall be dependent upon the City Manager's accomplishing or satisfying predetermined goals and objectives. The City Council shall develop these goals and objectives by June 30 of each year of this Agreement. An assessment to determine whether the goals and objectives have been satisfied will be completed by June 30 of each year. The City Council shall then decide, in keeping with that assessment and in its sole discretion, whether extension of the term of this Agreement and/or salary increases are warranted.

In addition to the salary set forth above, the City shall deposit the amount of nine thousand dollars (\$9,000.00) annually in equal payroll installments into Hurlbert's ICMA Retirement Corporation account.

Amended to Read: Consists of nine (9) sentences, and three (3) paragraphs.

“SECTION 4. SALARY; DEFERRED COMPENSATION”: The City shall pay Hurlbert a salary of \$191,065.00 per year, payable in equal installments on each pay day that all other City employees are paid. Increases in the annual base salary shall be merit-based and shall be dependent upon the City Manager's accomplishing or satisfying predetermined goals and objectives. The City Council shall develop these goals and objectives by June 30 of each year of this Agreement. An assessment to determine whether the goals and objectives have been satisfied will be completed by June 30 of each year. The City Council shall then decide, in keeping with that assessment and in its sole discretion, whether extension of the term of this Agreement and/or salary increases are warranted. The City Council at their discretion may elect to: i) Make no adjustment to Hurlbert's base salary; ii) Apply a Cost-of-Living Adjustment equal to other non-represented staff COLA's; or Make some other adjustment to Hurlbert's base salary. The City Council shall also approve any amended salary amount on the City's Salary Schedule.

The City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits received by Hurlbert, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of City department heads.

In addition to the salary set forth above, the City shall deposit the amount of nine thousand dollars (\$ 9,000.00) annually in equal payroll installments into Hurlbert's MissionSquare, formally ICMA Retirement Corporation, or other 457 Plan deferred compensation account offered by the City.

Amendment 2:

Section 5 (entitled " Sick Leave"), which consist of five (5) sentences, and four (4) paragraphs is hereby amended as follows:

Language in Current Employment Agreement:

“SECTION 5. SICK LEAVE”: Hurlbert shall accrue one hundred four (104) hours of sick leave annually at a rate of 4 hours per pay period. Notwithstanding the foregoing, Hurlbert's accrued sick leave balance shall be adjusted to reflect one hundred four (104) hours of sick leave July 1, 2021, and shall then accrue no sick leave until July 2, 2022, at which point the periodic accrual shall begin.

On July 1 of each year, Hurlbert shall be required to "cash out" the entirety of the previous year's accrued but unused sick leave at his then-present rate of pay. It is the specific intent of this section that Hurlbert shall not at any time accrue sick leave in excess of 104 hours.

Upon Hurlbert's retirement with CalPERS, and concurrent termination of this Agreement, Hurlbert will be afforded the opportunity to convert unused sick leave hours to CalPERS service credit in accordance with all applicable CalPERS rules and regulations.

In the event of termination of this Agreement "without cause" as defined herein, Hurlbert shall be paid one hundred percent of his accrued and unused sick leave at his then-current hourly rate of compensation. In the event of termination of this agreement "for cause" as defined herein, Hurlbert shall not be compensated in any way for accrued but unused sick leave.

Amended to Read: Consists of seven (7) sentences, and four (4) paragraphs.

“SECTION 5. SICK LEAVE”: Hurlbert shall accrue one hundred four (104) hours of sick leave annually at a rate of 4 hours per pay period. Hurlbert shall not be permitted to accrue more than a maximum of one hundred fifty-six (156) sick leave hours. Hurlbert shall accrue no additional sick leave which would cause a sick leave balance exceeding the one hundred fifty-six hours. On July 1 of each year, Hurlbert shall be able to "cash out" up to the entirety of his unused sick leave at his then-current rate of pay. Hurlbert may not use the “cash-out” process to create a negative sick balance.

Upon Hurlbert's retirement with CalPERS, and concurrent termination of this Agreement, Hurlbert will be afforded the opportunity to convert unused sick leave hours to CalPERS service credit in accordance with all applicable CalPERS rules and regulations.

In the event of termination of this Agreement "without cause" as defined herein, Hurlbert shall be paid one hundred percent of his accrued and unused sick leave at his then-current hourly rate of compensation. In the event of termination of this agreement "for cause" as defined herein, Hurlbert shall not be compensated in any way for accrued but unused sick leave.

Amendment 3:

Section 6 (entitled “Vacation Leave”), which consist of three (3) sentences, and two (2) paragraphs is hereby amended as follows:

Language in Current Employment Agreement:

“SECTION 6. VACATION LEAVE”: Hurlbert shall accrue one hundred sixty (160) hours of vacation leave annually at a rate of 6.1538 hours per pay period. Notwithstanding the foregoing,

Hurlbert' s accrued vacation leave balance shall be adjusted to reflect one hundred sixty (160) hours of vacation leave on July 1, 2021, and shall then accrue no vacation leave until July 2, 2022, at which point the periodic accrual shall begin.

On July 1 of each year, Hurlbert shall be required to "cash out" any accrued but unused vacation time at his then-current hourly rate of compensation.

Amended to Read: Consists of three (4) sentences, and two (2) paragraphs.

“SECTION 6. VACATION LEAVE”: Hurlbert shall accrue one hundred sixty (160) hours of vacation leave annually at a rate of 6.1538 hours per pay period. Hurlbert shall not be permitted to accrue more than a maximum of two hundred forty (240) vacation hours.

On July 1 of each year, Hurlbert may “cash-out” up to his accrued but unused vacation time at his then-current hourly rate of compensation; however, Hurlbert may not use the “cash-out” process to create a negative vacation balance. In the event of termination of this Agreement, Hurlbert shall be entitled to payment for any unused vacation accrual.

Employee
M. Scott Hurlbert

City Clerk
Maria Martinez

City Attorney
Tom Schroeter

Mayor
Vincent Martinez

Exhibit "A."

CITY MANAGER EMPLOYMENT AGREEMENT NO. 2021-024

CITY MANAGER EMPLOYMENT AGREEMENT 2021-024

THIS AGREEMENT is made on this, the First day of June, 2021, by and between the City of Wasco, a municipal corporation (the “City”) and M. Scott Hurlbert (herein referred to as the “City Manager” or “Hurlbert”).

WITNESSETH:

WHEREAS, the City desires to employ the services of Hurlbert as City Manager under the following terms and conditions and Hurlbert is agreeable thereto; and

WHEREAS, in connection with and contingent on Hurlbert’s acceptance of employment with the City, the City and Hurlbert wish to enter into this Employment Agreement (“Agreement”) that sets forth the rights and obligations of the parties and that supersedes all prior negotiations, discussions, or agreements; and

WHEREAS, Hurlbert desires to be retained as the City Manager of the City of Wasco and the City desires to retain Hurlbert as such; and

WHEREAS, the base salary range for the City Manager position was set by the City Council on June 16, 2020 at \$180,250.00; and

WHEREAS, both Hurlbert and the City acknowledge that except as otherwise provided herein the City Manager is an “at will” employee and can be terminated with or without cause and with or without notice; and

WHEREAS, the City and Hurlbert expect that Hurlbert will commence employment with the City pursuant to this Agreement on June 2, 2021 in the position of Assistant to the City Manager at a monthly salary of \$7,155.33 and shall promote to the position of City Manager on July 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows;

SECTION 1. INCORPORATION:

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

SECTION 2. EMPLOYMENT AND DUTIES:

The City hereby agrees to employ Hurlbert as City Manager of the City of Wasco and Hurlbert hereby accepts employment pursuant to the terms and conditions described in this Agreement, effective as of a date mutually chosen by the Parties but not later than June 2, 2021. Hurlbert will serve as the Assistant to the City Manager at a monthly base pay rate of \$7,155.33 from June 2, 2021 and shall promote to City Manager on July 1, 2021 at an annual base pay rate of \$180,250.00. Hurlbert shall devote his full energies, interests, abilities, and productive time to the performance of employment under this Agreement, and shall utilize his best efforts to promote the City's interests. Hurlbert shall remain in the exclusive hire of the City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the term of this Agreement, or until this Agreement is terminated as provided for herein. Hurlbert further agrees to focus his full professional time, ability and attention to City business during the term of this Agreement and hereby agrees not to engage in any other business pursuits whatsoever, directly or indirectly, nor to render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Council. Hurlbert shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, Hurlbert's duties to the City. This shall not preclude Hurlbert from volunteering his services to other entities or individuals or preclude occasional teaching, writing, or consulting on his time off as long as such activities are not in conflict with the services to be provided by the City Manager under this Agreement.

Hurlbert shall perform the functions and duties specified in the job description attached as Exhibit "A" and incorporated by this reference, and to perform other legally permissible and proper duties and functions as required by law and as the City Council shall from time to time identify or assign. Hurlbert further agrees to perform all such functions and duties to the best of his abilities and in a competent and efficient manner.

SECTION 3. TERM AND RENEWAL:

The term of this Agreement shall commence on June 2, 2021 and shall end five (5) years from July 1, 2021, ending June 30, 2026, subject to the terms and conditions set forth in this Agreement. During the term of this Agreement, Hurlbert shall remain in the exclusive employ of the City.

The City shall, no less than annually, review and evaluate Hurlbert's performance on or before June 1 of each year of the term of this Agreement. If the City has not scheduled the review and evaluation by May 1, it shall be Hurlbert's responsibility to request that the review and evaluation be conducted. Failure by the City to conduct such review and evaluation shall not be deemed approval or disapproval of Hurlbert's performance.

Prior to June 30, 2022 and June 30 of each year thereafter in which this Agreement remains in effect, the City Manager and the City Council shall meet and confer to discuss the extension of the term of this Agreement. During that meet-and-confer process, the City Council shall discuss the aforementioned review of Hurlbert's performance, and shall discuss such plans and/or direction

as the City Council may have for Hurlbert in the following year. During such meet-and-confer process, the City and Hurlbert may mutually elect to extend the term of this Agreement by a period not to exceed two (2) years.

SECTION 4. SALARY; DEFERRED COMPENSATION:

The City shall pay Hurlbert a salary of \$180,250.00 per year, payable in equal installments on each pay day that all other City employees are paid. Hurlbert's salary is subject to an upward installment annually, as determined by the City Council. The City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits received by Hurlbert, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of City department heads.

The City Council may increase the annual salary of the City Manager so long as it does not exceed the salary range approved by the City Council. Increases in the annual base salary shall be merit-based and shall be dependent upon the City Manager's accomplishing or satisfying predetermined goals and objectives. The City Council shall develop these goals and objectives by June 30 of each year of this Agreement. An assessment to determine whether the goals and objectives have been satisfied will be completed by June 30 of each year. The City Council shall then decide, in keeping with that assessment and in its sole discretion, whether extension of the term of this Agreement and/or salary increases are warranted.

In addition to the salary set forth above, the City shall deposit the amount of nine thousand dollars (\$9,000.00) annually in equal payroll installments into Hurlbert's ICMA Retirement Corporation account.

SECTION 5. SICK LEAVE:

Hurlbert shall accrue one hundred four (104) hours of sick leave annually at a rate of 4 hours per pay period. Notwithstanding the foregoing, Hurlbert's accrued sick leave balance shall be adjusted to reflect one hundred four (104) hours of sick leave July 1, 2021 and shall then accrue no sick leave until July 2, 2022, at which point the periodic accrual shall begin.

On July 1 of each year, Hurlbert shall be required to "cash out" the entirety of the previous year's accrued but unused sick leave at his then-present rate of pay. It is the specific intent of this section that Hurlbert shall not at any time accrue sick leave in excess of 104 hours.

Upon Hurlbert's retirement with CalPERS, and concurrent termination of this Agreement, Hurlbert will be afforded the opportunity to convert unused sick leave hours to CalPERS service credit in accordance with all applicable CalPERS rules and regulations.

In the event of termination of this Agreement "without cause" as defined herein, Hurlbert shall be paid one-hundred percent of his accrued and unused sick leave at his then-current hourly rate of compensation. In the event of termination of this agreement "for cause" as defined herein, Hurlbert shall not be compensated in any way for accrued but unused sick leave.

SECTION 6. VACATION LEAVE:

Hurlbert shall accrue one hundred sixty (160) hours of vacation leave annually at a rate of 6.1538 hours per pay period. Notwithstanding the foregoing, Hurlbert's accrued vacation leave balance shall be adjusted to reflect one hundred sixty (160) hours of vacation leave on July 1, 2021 and shall then accrue no vacation leave until July 2, 2022, at which point the periodic accrual shall begin.

On July 1 of each year, Hurlbert shall be required to "cash out" any accrued but unused vacation time at his then-current hourly rate of compensation.

SECTION 7. ADMINISTRATIVE LEAVE:

On July 1, 2021 Hurlbert shall be credited with eighty (80) hours of Administrative Leave, which shall be provided on the same terms and conditions as provided to the City's other executive employees. On July 2 of each year following the "cash out" of unused Administrative Leave, Hurlbert shall be credited with eighty (80) hours of Administrative Leave.

On July 1 of each year, Hurlbert shall be required to "cash out" any accrued but unused Administrative Leave at his then-current hourly rate of compensation.

In the event of termination of this Agreement, Hurlbert shall be entitled to payment for any unused Administrative Leave.

SECTION 8. HOLIDAYS:

Hurlbert shall be entitled to the same holidays granted to executive employees, but in no event shall he be granted fewer than twelve.

SECTION 9. VEHICLE ALLOWANCE:

The City shall pay Hurlbert a monthly car allowance of six hundred dollars (\$600.00) that will compensate him for travel within Kern County. Mileage reimbursement will be paid at the then-current City authorized rate for official travel by private automobile outside Kern County; however, to the extent that a City vehicle is available for Hurlbert's use, Hurlbert shall use such vehicle. Hurlbert shall provide liability insurance on his vehicle in an amount not less than \$100,000.00 per occurrence and \$300,000.00 aggregate per year and shall provide the City with a certificate of insurance reflecting the existence of same. Hurlbert shall thereafter provide annual certificates of insurance to the City, and shall provide such certificates as otherwise may be requested by the City from time to time. Hurlbert shall be responsible at his sole cost for maintaining, repairing, and replacing his vehicle.

SECTION 10. CELL PHONE

The position of City Manager requires Hurlbert to remain accessible 24 hours a day for operational and emergency call-outs. The City shall provide Hurlbert with a "smart phone" that is

appropriate for the needs of the position. Should Hurlbert so wish, he may request a replacement of said phone every other year.

Hurlbert understands and acknowledges that his communications in the course and scope of his duties as City Manager may be subject to public disclosure. Accordingly, Hurlbert understands and acknowledges that any and all phones provided by the City to Hurlbert shall remain the property of the City, and Hurlbert shall have no authorization to use the phone for personal use, and shall have no right to privacy with regard to the phone, its contents, or any data or information transmitted thereby. When Hurlbert replaces said phone, or should the phone become inoperative, Hurlbert shall return the phone to the City regardless of condition.

SECTION 11. HEALTH BENEFITS:

The City shall provide Hurlbert and his qualifying dependents with health and welfare benefits, which shall include payment of 100% of the premiums for medical, vision and dental coverage, as currently provided and/or as may be amended, changed, or modified by approval or resolution of the City Council to executive employees of the City. The City shall not be obligated to pay any “deductible” amount connected to such medical, vision or dental coverage.

SECTION 12. LIFE INSURANCE:

The City shall allow Hurlbert the option of being covered under City’s life insurance plan for duration of employment with a maximum amount to \$175,000. Alternatively, upon waiver of the City’s coverage and proof of purchase of alternate coverage, the City will provide an annual reimbursement of up to \$2,250 on July 1 of each year.

SECTION 13. RETIREMENT/SOCIAL SECURITY:

Hurlbert shall be entitled to retirement benefits through the California Public Employees’ Retirement System (“CalPERS”). Hurlbert will participate in the “2% @ 62” formula, in the same manner as currently paid by the City to its executive employees, as the same is amended from time to time. The City shall also pay Hurlbert’s portion of Social Security payments in the same manner as currently paid by the City for its executive employees, as the same is amended from time to time.

SECTION 14. DUES AND SUBSCRIPTIONS:

The City shall pay professional dues and subscriptions for Hurlbert to the extent that same are necessary for Hurlbert’s continuation and full participation in national, regional, state, and/or local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the City, subject to approval by the City Council.

SECTION 15. PROFESSIONAL DEVELOPMENT:

The City shall pay the registration, travel and subsistence expenses, as established by the City Council, for Hurlbert's necessary professional and official travel, meetings, and occasions adequate to continue Hurlbert's professional development and to pursue necessary official and other functions for the City, subject to approval by the City Council.

The City shall also pay for registration, travel and subsistence expenses as may be authorized by policy established by the City Council for occasional short courses, institutes, and seminars that are necessary for Hurlbert's personal and professional development, subject to approval by the City Council.

The City Council hereby approves payment for registration, travel and subsistence expenses as authorized by City Council policy for Hurlbert's attendance at conferences held by the International City/County Management Association, the Government Finance Officers' Association, the California League of Cities, and the California City Management Foundation, and/or such other conferences or events the City may assign.

SECTION 16. WAIVER OF RESIDENCY REQUIREMENT:

Any provision of the Wasco Municipal Code which restricts or otherwise affects Hurlbert's place of residence is hereby specifically waived by the City and by Hurlbert.

SECTION 17. REIMBURSEMENT OF EXPENSES:

The City shall reimburse the expenses of the City Manager pursuant to the City's travel policy for employees while the City Manager is representing the City at conferences or meetings outside of Kern County. The City Manager's travel and conference requests shall be subject to prior approval of the City Council. Reimbursement of all other expenses shall be paid pursuant to the rules set forth in the City of Wasco Personnel Rules and Regulations currently in place or as subsequently amended by the City.

SECTION 18. TERMINATION OF AGREEMENT:

(a) **Termination by Mutual Consent.** This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement. In such case, the City shall pay Hurlbert for all services performed through the effective date of Hurlbert's termination, and Hurlbert shall be paid for accrued and unused leave time in accordance with the terms of this Agreement and Sections 5, 6, and 7. However, under no circumstances shall Hurlbert receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

(b) **Termination for Cause.** The City reserves the right to unilaterally terminate this Agreement for cause and without the consent of Hurlbert.

Should the City terminate this Agreement for cause, as defined below, the City shall give written notice to Hurlbert and shall specify the grounds for termination, and shall specify the effective date. If Hurlbert is terminated for cause, he is ineligible for any severance pay under this

Agreement, with the exception of the payment of any accrued leaves, as provided for under this Agreement. Any termination by the City shall be without prejudice to any other remedy entitled to the City in law or equity or any other grounds for termination stated in this Agreement.

“Cause,” under this Agreement is defined as any of the following:

1. The commission by the Hurlbert of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude; or
2. Conviction, or plea of nolo contendere to, a felony of any kind, or conviction or plea of nolo contendere to of a misdemeanor arising out of Hurlbert’s duties under this Agreement and involving a willful or intentional violation of law;
3. A material breach of any covenant or condition of this Agreement by Hurlbert, including but not limited to a pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City Council; or
4. Any material act of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Hurlbert’s duties under this Agreement; or
5. The commission or omission of any act by Hurlbert which could constitute a permissible “for cause” termination under federal or California Law; or
6. Willful abandonment of duties; or
7. Any other action or inaction by Hurlbert that materially and substantially impedes or disrupts the operation of the City or of the City’s organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City’s interests.

(c) **Termination by City Council.** The City Council may, in its sole and absolute discretion, terminate this Agreement and Hurlbert’s employment hereunder prior to the expiration of the term of this Agreement, pursuant to Chapter 2.04 of the Wasco Municipal Code. In the event of termination by the City Council prior to the end of the term of the Agreement, and where the termination is without cause, Hurlbert shall receive, in exchange for a waiver of claims against the City, which is described in Exhibit “B”, severance pay equal to twelve months’ salary and the continuation of health and welfare benefits Hurlbert was enrolled in at the time of termination (which continuation shall extend only until Hurlbert is or should become covered by a new group health plan, but in no event shall it exceed 12 months or the term remaining on the contract), or an amount equal to the salary and continuation of benefits due to Hurlbert for the remainder of the term of this Agreement, whichever is less. The payment of severance pay is conditioned on

Hurlbert and the City executing the agreement attached as Attachment “B” or a settlement agreement mutually agreeable to the Parties.

(d) **Termination by Hurlbert.** Hurlbert maintains the right to unilaterally terminate the Agreement by delivering written notice to the City. The effective date of the termination shall be specified by Hurlbert, but shall not exceed thirty days beyond the date of notice unless otherwise approved by the City Council. The City shall not be required to pay the severance pay described in Section 18(c) in the event that the Hurlbert exercises his right to unilaterally terminate this agreement. The City shall pay Hurlbert for all services performed through the effective date of Hurlbert’s termination, and Hurlbert shall be paid for accrued and unused vacation, administrative, and sick leave time in accordance with the terms of this Agreement and Sections 7, 8, and 9. However, under no circumstances shall Hurlbert receive any amount in excess of the limitations provided in Gov’t Code §§ 53260 – 53264, or other applicable law.

(e) **Termination Due to Disability.** If, at the end of any calendar month during the term of this Agreement, Hurlbert is, and has been for the duration of the calendar month then ending, unable to perform the duties of City Manager due to mental or physical illness or injury, this Agreement, and Hurlbert’s employment thereunder, may be terminated, subject to any applicable laws. In the event of termination for disability, Hurlbert shall not be entitled to severance pay.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The City Council shall fix such other terms and conditions of employment, as it may lawfully determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent or in conflict with applicable law or with the provisions of this Agreement. All provisions of the Wasco Municipal Code, and all regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the City Manager in like manner as they would to other City employees unless otherwise specified under this Agreement.

SECTION 20. GENERAL PROVISIONS:

(a) **Entire Agreement.** This Agreement shall constitute the entire agreement between Hurlbert and the City with regard to the subject matter herein and shall supersede all prior oral and written agreements and understandings between the parties with respect thereto.

(b) **Binding.** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.

(c) **Severability.** If any term, covenant, condition, or provision contained in this Agreement is held to be invalid, void, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and affect.

(d) **Captions.** The captions appearing in this Agreement are for convenience only and shall not be considered in interpreting this Agreement.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) **Amendments.** This Agreement may not be amended except by a writing executed by all parties.

(g) **Waiver.** 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.

(h) **Interpretation.** The parties agree that this Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party drafting the Agreement.

This Agreement, which consists of ten (10) pages in twenty (20) numbered Sections with a separate section for the parties' signatures, plus Exhibits "A" and "B", may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

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

DocuSigned by:
Alexandro Garcia
F16301C879A74AA...
Alexandro Garcia, Mayor
City of Wasco

DocuSigned by:
M. Scott Hurlbert
77AA2A8B3CDA45D...
M. Scott Hurlbert, City Manager

6/7/2021
ATTEST:
DocuSigned by:
Monica Flores
E95D4E01B89041A...
Monica Flores, Deputy City Clerk

APPROVED AS TO FORM:
DocuSigned by:
Thomas F. Schroeter
5F29175C355442C...
Thomas F. Schroeter, City Attorney



EXHIBIT “A”
JOB DESCRIPTION



EXHIBIT "B"

Severance Agreement and Release

1. **Parties.** This Severance Agreement and Release ("Agreement") is made and entered into by and between M. Scott Hurlbert, his heirs, representatives, successors, assigns, executors, and administrators (hereinafter referred to collectively as "Employee") and the City of Wasco ("City").

2. **Separation of Employment.** The parties acknowledge that pursuant to Section 18(c) ("Severance Pay") of the Employment Agreement for City Manager ("Employment Agreement"), the City has terminated Employee from his at-will employment as of [*insert separation date*] (the "Separation Date"). Pursuant to Section 18(c) of the Employment Agreement, Employee has voluntarily agreed to accept the following severance payment from the City in consideration of the terms of this Agreement

3. **Severance Payment.** Employee acknowledges that the City has no prior obligation to provide him with any severance benefits. However, pursuant to Section 18(c) of the Employment Agreement, and as consideration for this Agreement and the conditions set forth herein, the City agrees to provide the Employee the following benefits (collectively, "the Severance Payment"):

- A. [*Insert Number*] months' severance pay at Employee's current rate of pay in the amount of [*insert written dollar amount*] dollars and [*insert written cents amount*] cents (\$XX,XXX.XX), less applicable payroll tax withholdings and deductions, in one lump sum payment; and
- B. [*Insert number*] months' continuation of health and welfare benefits Employee was enrolled in at the time of termination, unless Employee becomes covered by a new group health plan in which case this benefit shall cease.

In no event may the Severance Payment exceed the limits established under Gov't Code §§ 53260 through 53264 or other applicable laws.

The Separation Payment shall be made within fourteen (14) days after Employee executes this Agreement or on the Separation Date, whichever is later.

4. **Payment For Earned Compensation.** Regardless of whether Employee executes this Agreement, Employee acknowledges that he has been paid for all salary, unused vacation or other benefits, if any, earned by him up to and including the Separation Date.

5. **Release of Claims and Parties.** As consideration for the Separation Payment and agreements described above, Employee on behalf of himself, his heirs, representatives, successors, and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges the City and/or any of its members of the City Council, officers, deputies, employees, agents, servants, representatives, successors, assigns, predecessors, divisions, branches, or

attorneys, and all persons acting by, through, under or in concert with the City, past or present (collectively "Released Parties"), and each and all of them, from any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, obligations, promises, agreements, contracts, interests, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorneys' fees, interest, expenses, and costs actually incurred), of any nature whatsoever, whether in law or in equity, **KNOWN OR UNKNOWN**, suspected or unsuspected, actual or potential (hereinafter referred to as "claim" or "claims") which Employee at any time had or claimed to have, or which Employee may have or claim to have regarding any and all facts and circumstances that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Employee's employment with the City and his separation from employment with the City. It is expressly understood by Employee that among the various rights and claims being waived by him in this release are those arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et. seq.*).

6. Section 1542 Waiver. The matters specifically released and dismissed by this Agreement shall include, but are not necessarily limited to, all claims and causes of action which Employee has against the City and/or any of the Released Parties arising on or before the date that this Agreement is executed, and **ANY OTHER CLAIM OF ANY TYPE WHATSOEVER AGAINST THE CITY, AND/OR ANY OTHER RELEASED PARTY, WHETHER SUCH CLAIM IS KNOWN OR UNKNOWN TO EMPLOYEE AND/OR HIS REPRESENTATIVES AND ATTORNEYS** arising on or before the date that this Agreement is executed. As a further consideration and inducement for this Agreement, to the extent permitted by law, Employee hereby waives and releases any and all rights under Section 1542 of the California Civil Code or any analogous state, local, or federal law, statute, rule, order or regulation, he has or may have with respect to any claims against the City. California Civil Code Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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."

Employee hereby expressly agrees that this Agreement shall extend and apply to all unknown, unsuspected, and unanticipated claims, injuries, losses and damages as well as those that are now known and/or disclosed.

7. **Entire Agreement and Admissibility.** This Agreement constitutes the complete understanding between or among Employee on the one hand, and the City and any other Released Party on the other hand, and supersedes any and all prior agreements, promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. The parties desire that this Agreement represents a single integrated contract expressing the entire agreement of the parties with respect to matters set forth herein. No promises, agreements, or modifications to this Agreement made subsequent to the execution of this Agreement by these parties shall be binding unless reduced to writing and signed by authorized representatives of these parties. The parties to this Agreement represent that this Agreement may be used as evidence in any subsequent proceeding in which any of the parties alleges a breach of this Agreement or seeks to enforce its terms, provisions or obligations.

8. **Representation by Counsel.** Employee acknowledges that he is fully aware of his right to discuss any and all aspects of this matter with an attorney of his choice, that the City has advised him of that right, that he has carefully read and fully understands the provisions of this Agreement and that he is voluntarily entering into this Agreement.

9. **Waiver of Appeals.** Hurlbert agrees that the Severance Pay described above shall constitute his sole and exclusive remedy for any "at will" termination of this agreement by the City, and that he waives and relinquishes any other damage and assigns the benefits only to all right, title and interest to any such damage to the City. In exchange for, and in accepting payment of, the severance pay, Hurlbert waives his right to the thirty-day notice of intended removal and to the hearing described in Sections 2.04.240 and 2.04.250 of the Wasco Municipal Code. Nothing herein is intended to waive the requirement of Section 2.04.240 for a majority vote of the whole City Council, as then constituted, convened in a regular Council meeting to terminate Hurlbert and same is not waived.

10. **Severability.** If any of the provisions or terms of this Agreement are determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

11. **Governing Law.** This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Kern, State of California. The parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the parties allege a breach of this Agreement or seeks to enforce its terms, conditions, provisions, or obligations.

11. **Waiver of Rights or Claims Pursuant to Title 29 of the Code of the Laws of the United States of America and Chapter 14, Entitled "Age Discrimination in Employment" and the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626(f), et seq. The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to**

discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age 40 or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626(f), et seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Hurlbert acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which he was already entitled, waiving and releasing any rights he may have under the ADEA and/or OWBPA. Hurlbert further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- A. This waiver/release is written in a manner understood by Hurlbert.
- B. Hurlbert is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. Hurlbert is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) day period or he may expressly waive this 21-day review period.
- D. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date the separation takes effect.
- E. Hurlbert is hereby advised that he should consult with an attorney prior to executing this Agreement.
- F. Hurlbert shall have seven (7) days following the date of his signature to this Agreement to revoke the Agreement by submitting a written revocation addressed to the City Clerk.
- G. This Agreement shall not be effective, unless and until the Effective Date, which is the date after which all of the following have occurred: this Agreement is executed by the City and by Hurlbert and the seven (7) day revocation period set forth in the preceding paragraph has expired without receipt of any revocation.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

EMPLOYEE

DATED: _____

By _____
M. Scott Hurlbert

CITY OF WASCO

DATED: _____

By _____
[insert City agent], [insert job position]





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez Hernandez, Finance Director
Nancy Vera, Human Resources Manager

DATE: September 5, 2023

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

Recommendation:

Staff recommends the City Council:

- 1) Approve a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2023-2024 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

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

Discussion:

The Salary Schedule presented for Council review contains the amended salary for the City Manager. As part of the evaluation process, the City Manager and City Council review and evaluation Hurlbert's overall performance and Employment Agreement. During this evaluation period, several facts, from the Annual Salary to Vacation and Sick Accruals, were recommended to be amended. The City Council would like to increase the salary of the City Manager by six (6) percent based on merit. The Salary Schedule will now identify the salary of the City Manager as \$191,065.00 per year.

Background:

The City Council annually approves the Salary Schedule for the given Fiscal Year as outlined by the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1, which define compensation earnable for State, School, and Public Agency members. Section 570.5 of the California Code of Regulations (CCR) further clarifies compensation earnable.

For purposes of determining the amount of "compensation earnable" pursuant to GC sections 20630, 20636, and 20636.1, the pay rate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

All eight (8) requirements must be met in one salary schedule for each member's pay in order for CalPERS to approve the pay amount as pay rate and reportable compensation earnable. All employers must comply with the compensation-earnable provisions and corresponding regulations of the PERL.

Fiscal Impact:

Salary schedule ranges are incorporated into the 2023-2024 Fiscal Year budget. No budget action is required with the approval of this item.

Attachments:

1. Resolution
2. Exhibit A - Salary Schedule

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING THE AMENDED SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) REQUIREMENTS FOR PUBLICLY AVAILABLE PAY SCHEDULES

WHEREAS, in order to meet CalPERS requirements for publicly available pay schedules, the City Council must approve a Salary Schedule for all City positions (including elected and appointed positions), independent from the Salary Schedules included in the Memorandum of Understanding with employee groups or employment agreements; and,

WHEREAS, Title 2, §570.5 of the California Code of Regulations establishes certain requirements for a publicly available pay schedule; and,

WHEREAS, the City of Wasco must comply with Government Code § 20636(B)(1) and Title 2, §570.5 of the California Code of Regulations.

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

SECTION 1: Approves the Amended Salary Schedule for Fiscal Year 2023-24 as attached hereto as Exhibit "A'" in order to meet the requirements of Title 2, §570.5 of the California Code of Regulations.

SECTION 2: Authorizes the City Manager or Designee to endorse and implement the Amended Salary Schedule.

-o0o-

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of City the Wasco

Attest: _____

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

EXHIBIT "A"

CITY OF WASCO POSITION & SALARY RANGE LIST EFFECTIVE 07/01/2023 - 06/30/2024

DIRECTOR - ANNUAL											
		MINIMUM			MAXIMUM						
City Manager	Contract						\$191,065				
Deputy Public Works Director(s)	Contract			\$94,053.44			\$120,038.66				
Assistant City Manager	Contract			\$94,053.44			\$120,038.66				
Finance Director	Contract			\$104,573.69			\$133,465.47				
Community Development Director	Contract			\$104,573.69			\$133,465.47				
Public Works Director	Contract			\$104,573.69			\$133,465.47				
Police Lieutenant	Contract			\$104,573.69			\$133,465.47				
Chief of Police	Contract			\$133,465.47			\$162,347.25				
ELECTED OFFICIALS - MONTHLY											
City Council Member	\$	300									
City Clerk/Treasurer	\$	60									
MID MANAGEMENT - EXEMPT PAY SCHEDULE - BIWEEKLY								ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F
Senior Planner	6	\$ 2,745.17	\$2,882.41	\$3,026.54	\$3,177.86	\$3,336.76	\$3,503.58	\$71,374.42	\$91,093.08	34.3146	43.7948
City Project Manager	9	\$2,956.23	\$3,104.05	\$3,259.25	\$3,422.21	\$3,593.32	\$3,772.99	\$76,861.98	\$98,097.74	36.9529	47.1624
Chief Building Official	9	\$2,956.23	\$3,104.05	\$3,259.25	\$3,422.21	\$3,593.32	\$3,772.99	\$76,861.98	\$98,097.74	36.9529	47.1624
Human Resources Manager	9	\$2,956.23	\$3,104.05	\$3,259.25	\$3,422.21	\$3,593.32	\$3,772.99	\$76,861.98	\$98,097.74	36.9529	47.1624
Sanitation Superintendent	9	\$2,956.23	\$3,104.05	\$3,259.25	\$3,422.21	\$3,593.32	\$3,772.99	\$76,861.98	\$98,097.74	36.9529	47.1624
Accounting Manager	12	\$3,184.27	\$3,345.28	\$3,514.81	\$3,692.88	\$3,879.57	\$4,076.16	\$82,791.02	\$105,980.16	39.8034	50.9520
Administrative Manager	18	\$3,691.93	\$3,876.53	\$4,070.34	\$4,273.87	\$4,487.56	\$4,711.94	\$95,990.18	\$122,510.44	46.1491	58.8993
Non-Exempt Bi-Weekly Pay Schedule								ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F
Utility Technician	23	\$ 1,445.31	\$ 1,517.57	\$ 1,593.45	\$ 1,673.12	\$ 1,756.79	\$ 1,844.63	\$37,578.06	\$47,960.38	18.0664	23.0579
Animal Shelter Service Worker	23	\$ 1,445.31	\$ 1,517.57	\$ 1,593.45	\$ 1,673.12	\$ 1,756.79	\$ 1,844.63	\$37,578.06	\$47,960.38	18.0664	23.0579
Animal Control Officer	25	\$ 1,518.47	\$ 1,594.40	\$ 1,674.12	\$ 1,757.83	\$ 1,845.72	\$ 1,938.00	\$39,480.22	\$50,388.00	18.9809	24.2250
Facilities Maintenance Technician I	25	\$ 1,518.47	\$ 1,594.40	\$ 1,674.12	\$ 1,757.83	\$ 1,845.72	\$ 1,938.00	\$39,480.22	\$50,388.00	18.9809	24.2250
Transit Bus Driver	25	\$ 1,518.47	\$ 1,594.40	\$ 1,674.12	\$ 1,757.83	\$ 1,845.72	\$ 1,938.00	\$39,480.22	\$50,388.00	18.9809	24.2250
Mechanic I	26	\$ 1,556.43	\$ 1,634.25	\$ 1,715.96	\$ 1,801.77	\$ 1,891.85	\$ 1,986.45	\$40,467.18	\$51,647.70	19.4554	24.8306
Street Maintenance Technician I	26	\$ 1,556.43	\$ 1,634.25	\$ 1,715.96	\$ 1,801.77	\$ 1,891.85	\$ 1,986.45	\$40,467.18	\$51,647.70	19.4554	24.8306
Water Operator-In-Training	26	\$ 1,556.43	\$ 1,634.25	\$ 1,715.96	\$ 1,801.77	\$ 1,891.85	\$ 1,986.45	\$40,467.18	\$51,647.70	19.4554	24.8306
WWTP Operator-In-Training	27	\$ 1,595.34	\$ 1,675.11	\$ 1,758.86	\$ 1,846.79	\$ 1,939.13	\$ 2,036.10	\$41,478.84	\$52,938.60	19.9418	25.4513
Street Sweeper Operator I	27	\$ 1,595.34	\$ 1,675.11	\$ 1,758.86	\$ 1,846.79	\$ 1,939.13	\$ 2,036.10	\$41,478.84	\$52,938.60	19.9418	25.4513
Street Maintenance Technician II	28	\$ 1,635.23	\$ 1,716.99	\$ 1,802.83	\$ 1,892.99	\$ 1,987.63	\$ 2,087.01	\$42,515.98	\$54,262.26	20.4404	26.0876
Billing and Collections Specialist I	29	\$ 1,676.11	\$ 1,759.92	\$ 1,847.90	\$ 1,940.31	\$ 2,037.32	\$ 2,139.19	\$43,578.86	\$55,618.94	20.9514	26.7399
Mechanic II	29	\$ 1,676.11	\$ 1,759.92	\$ 1,847.90	\$ 1,940.31	\$ 2,037.32	\$ 2,139.19	\$43,578.86	\$55,618.94	20.9514	26.7399
Administrative Assistant I	29	\$ 1,676.11	\$ 1,759.92	\$ 1,847.90	\$ 1,940.31	\$ 2,037.32	\$ 2,139.19	\$43,578.86	\$55,618.94	20.9514	26.7399
Facilities Maintenance Technician II	29	\$ 1,676.11	\$ 1,759.92	\$ 1,847.90	\$ 1,940.31	\$ 2,037.32	\$ 2,139.19	\$43,578.86	\$55,618.94	20.9514	26.7399
Sanitation Worker I	29	\$ 1,676.11	\$ 1,759.92	\$ 1,847.90	\$ 1,940.31	\$ 2,037.32	\$ 2,139.19	\$43,578.86	\$55,618.94	20.9514	26.7399
Wastewater Collections Specialist I	30	\$ 1,718.01	\$ 1,803.91	\$ 1,894.11	\$ 1,988.84	\$ 2,088.25	\$ 2,192.66	\$44,668.26	\$57,009.16	21.4751	27.4083
Water Operator I	30	\$ 1,718.01	\$ 1,803.91	\$ 1,894.11	\$ 1,988.84	\$ 2,088.25	\$ 2,192.66	\$44,668.26	\$57,009.16	21.4751	27.4083
Administrative Assistant II	31	\$ 1,760.97	\$ 1,849.01	\$ 1,941.47	\$ 2,038.55	\$ 2,140.46	\$ 2,247.48	\$45,785.22	\$58,434.48	22.0121	28.0935
Wastewater Plant Operator I	31	\$ 1,760.97	\$ 1,849.01	\$ 1,941.47	\$ 2,038.55	\$ 2,140.46	\$ 2,247.48	\$45,785.22	\$58,434.48	22.0121	28.0935
Sanitation Worker II	31	\$ 1,760.97	\$ 1,849.01	\$ 1,941.47	\$ 2,038.55	\$ 2,140.46	\$ 2,247.48	\$45,785.22	\$58,434.48	22.0121	28.0935
Payroll/AP Specialist	32	\$ 1,804.98	\$ 1,895.23	\$ 1,989.99	\$ 2,089.50	\$ 2,193.97	\$ 2,303.67	\$46,929.48	\$59,895.42	22.5623	28.7959
Executive Assistant I	33	\$ 1,850.11	\$ 1,942.61	\$ 2,039.74	\$ 2,141.73	\$ 2,248.82	\$ 2,361.25	\$48,102.86	\$61,392.50	23.1264	29.5156
Billing and Collections Specialist II	34	\$ 1,896.36	\$ 1,991.18	\$ 2,090.74	\$ 2,195.27	\$ 2,305.04	\$ 2,420.28	\$49,305.36	\$62,927.28	23.7045	30.2535
Water Operator II	34	\$ 1,896.36	\$ 1,991.18	\$ 2,090.74	\$ 2,195.27	\$ 2,305.04	\$ 2,420.28	\$49,305.36	\$62,927.28	23.7045	30.2535
Wastewater Plant Operator II	36	\$ 1,992.36	\$ 2,091.97	\$ 2,196.57	\$ 2,306.40	\$ 2,421.72	\$ 2,542.79	\$51,801.36	\$66,112.54	24.9045	31.7849
Human Resources Analyst I	37	\$ 2,042.16	\$ 2,144.27	\$ 2,251.50	\$ 2,364.07	\$ 2,482.27	\$ 2,606.37	\$53,096.16	\$67,765.62	25.5270	32.5796
Sanitation Supervisor	37	\$ 2,042.16	\$ 2,144.27	\$ 2,251.50	\$ 2,364.07	\$ 2,482.27	\$ 2,606.37	\$53,096.16	\$67,765.62	25.5270	32.5796
Streets Supervisor	37	\$ 2,042.16	\$ 2,144.27	\$ 2,251.50	\$ 2,364.07	\$ 2,482.27	\$ 2,606.37	\$53,096.16	\$67,765.62	25.5270	32.5796
Staff Accountant	38	\$ 2,093.22	\$ 2,197.88	\$ 2,307.78	\$ 2,423.16	\$ 2,544.33	\$ 2,671.54	\$54,423.72	\$69,460.04	26.1653	33.3943
Water Operator III	38	\$ 2,093.22	\$ 2,197.88	\$ 2,307.78	\$ 2,423.16	\$ 2,544.33	\$ 2,671.54	\$54,423.72	\$69,460.04	26.1653	33.3943
Building Inspector I	40	\$ 2,199.18	\$ 2,309.15	\$ 2,424.58	\$ 2,545.83	\$ 2,673.12	\$ 2,806.78	\$57,178.68	\$72,976.28	27.4898	35.0848
Code Compliance Officer I	40	\$ 2,199.18	\$ 2,309.15	\$ 2,424.58	\$ 2,545.83	\$ 2,673.12	\$ 2,806.78	\$57,178.68	\$72,976.28	27.4898	35.0848
Assistant Planner	41	\$ 2,254.16	\$ 2,366.87	\$ 2,485.21	\$ 2,609.47	\$ 2,739.94	\$ 2,876.94	\$58,608.16	\$74,800.44	28.1770	35.9618
Code Compliance Officer II	43	\$ 2,368.29	\$ 2,486.70	\$ 2,611.03	\$ 2,741.59	\$ 2,878.66	\$ 3,022.61	\$61,575.54	\$78,587.86	29.6036	37.7826
GIS Specialist	43	\$ 2,368.29	\$ 2,486.70	\$ 2,611.03	\$ 2,741.59	\$ 2,878.66	\$ 3,022.61	\$61,575.54	\$78,587.86	29.6036	37.7826
Wastewater Plant Operator III	43	\$ 2,368.29	\$ 2,486.70	\$ 2,611.03	\$ 2,741.59	\$ 2,878.66	\$ 3,022.61	\$61,575.54	\$78,587.86	29.6036	37.7826
Associate Planner	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Water Supervisor	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Wastewater Supervisor	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Accounting Supervisor	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Information Technology & Marketing Specialist	46	\$ 2,550.40	\$ 2,677.91	\$ 2,811.82	\$ 2,952.41	\$ 3,100.02	\$ 3,255.04	\$66,310.40	\$84,631.04	31.8800	40.6880
Police Non-Exempt Bi-Weekly Pay Schedule								ANNUAL PAY		HOURLY RATE	
Police Records Clerk	33	\$ 1,850.11	\$ 1,942.61	\$ 2,039.74	\$ 2,141.73	\$ 2,248.82	\$ 2,361.25	\$48,102.86	\$61,392.50	23.1264	29.5156
Police Dispatcher	36	\$ 1,992.36	\$ 2,091.97	\$ 2,196.57	\$ 2,306.40	\$ 2,421.72	\$ 2,542.79	\$51,801.36	\$66,112.54	24.9045	31.7849
Senior Police Dispatcher	40	\$ 2,199.18	\$ 2,309.15	\$ 2,424.58	\$ 2,545.83	\$ 2,673.12	\$ 2,806.78	\$57,178.68	\$72,976.28	27.4898	35.0848
Police Officer	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Police Records Administrator	44	\$ 2,427.48	\$ 2,548.87	\$ 2,676.31	\$ 2,810.13	\$ 2,950.64	\$ 3,098.17	\$63,114.48	\$80,552.42	30.3435	38.7271
Senior Police Officer	47	\$ 2,614.13	\$ 2,744.85	\$ 2,882.08	\$ 3,026.18	\$ 3,177.50	\$ 3,336.39	\$67,967.38	\$86,746.14	32.6766	41.7049
Police Sergeant	54	\$ 3,107.43	\$ 3,262.77	\$ 3,425.93	\$ 3,597.21	\$ 3,777.08	\$ 3,965.92	\$80,793.18	\$103,113.92	38.8429	49.5740



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt A Resolution Approving A New Capital Improvement Project (11th Street Pedestrian Improvements); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Project Fund Appropriation of \$451,000.00 And Corresponding Revenue Budget To Allow For Reimbursement of Eligible Project Expenditures Through Grant Program; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Environmental, Architect/Engineering Services And Other Items Related to the 11th Street Pedestrian Improvement Project, Up to the Reimbursable Amount Of \$451,000.00

Recommendation:

- 1) Staff recommends the City Council approve a Resolution of the City Council Of the City Of Wasco:
 - a. Approving A New Capital Improvement Project (11th Street Pedestrian Improvements);
 - b. Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024;
 - c. The Establishment of a New Project Fund Appropriation Of \$451,000.00 And Corresponding Revenue Budget to Allow for Reimbursement of Eligible Project Expenditures Through Grant Programs;
 - d. Authorizing the City Manager or Designee to Procure Services and Execute Contracts Including, but not limited to Environmental, Architect/Engineering Services and Other Items Related to the New Project, Up to the Reimbursable Amount of \$451,000.00.
- 2) Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental:

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

Discussion:

On May 2023, the City of Wasco submitted an FY2023-2024 Transportation Development Act- Article 3 Bicycle and Pedestrian Facilities application for the following projects:

- \$3,000 to fund Bicycle Parking Facilities;
- \$2,000 to fund a Bicycle Safety Program;
- \$425,592 to fund 11th St. Pedestrian Improvements.

Staff is pleased to report that the City of Wasco has been awarded all projects requested through the Transportation Development Act Article 3 Program, administered by the Kern Council of Governments. The awards were made at the Kern COG Council's meeting on August 17, 2023. Congratulations to our team on being awarded funding in this very competitive program!

The 11th Street project will construct pedestrian improvements within ¼ mile buffer zone of the Wasco Independence High School, St. John the Evangelist School, and Barber Park by installing 1,200 square feet of new sidewalk, curb, and gutter, and installing 16 ADA curb ramps on 11th Street. The 2020 City of Wasco Safe Routes to School Plan Update, identified (11th Street from D. Street to Birch Avenue) has a priority project with several existing challenges, such as missing sidewalks and some curb ramps, high visibility, continental crossings, and ADA-compliant ramps are needed.

This project increases active modes of transportation by closing gaps in the street's pedestrian infrastructure and creating a continuous, accessible, safe route to school and public parks. In order to advance the construction of this project, it is vitally important that the City Manager or designee be granted the authority to execute contracts for environmental, design, and other activities necessary to implement this pedestrian improvement project.

As such, the staff is requesting that the Council Adopt a Resolution Authorizing the City Manager or Designee to procure services and execute contracts including, but not limited to, Environmental, Architect/Engineering Services, and other items related to the new project, up to the reimbursable amount of \$451,000.00

Fiscal Impact:

The funding for this project will be initially provided from the General Fund and subsequently reimbursed back to the General Fund after payment is received. The City will be receiving \$425,592.00 from TDA Article 3 and \$25,408.00 from Measure X Local Funds.

The establishment of a New Project Fund Appropriation of \$451,000.00 and Corresponding Revenue Budget to Allow for Reimbursement of Eligible Project Expenditures Through Grant Programs.

Attachments:

1. Kern COG Award Letter
2. Capital Improvement Project (CIP) Form
3. Resolution



August 18, 2023

Ms. Maria Lara
City of Wasco Community Development Dept.
746 E. Street
Wasco, CA 93280

Dear Ms. Lara:

We are pleased to inform you that the City of Wasco has been awarded projects through the Transportation Development Act Article 3 Program, administered by the Kern Council of Governments. The awards were made at the Council's meeting of August 17, 2023. The funding for the allocated projects is as follows:

1. **Minute Order # 23-08:** \$3,000 to fund Bicycle Parking Facilities
2. **Minute Order # 23-09:** \$2,000 to fund a Bicycle Safety Program
3. **Minute Order # 23-10:** \$425,592 to fund 11th St. Pedestrian Improvements

To claim the allocations, the Kern Council of Governments must be notified, in writing, requesting the funding. The request must include substantiation of expenditure, such as construction contract, or a sales receipt. Funding may not be claimed more than thirty (30) days prior to project initiation. Please reference the corresponding Minute Order number for the project when submitting the request for payment.

Congratulations on being awarded funding in this very competitive program. Please contact me at your earliest convenience if I may be of any assistance in this or any other manner.

Sincerely,

A handwritten signature in black ink that reads 'Irene Enriquez'.

Irene Enriquez
Regional Planner

CC: Maria Lara
Scott Hurlbert

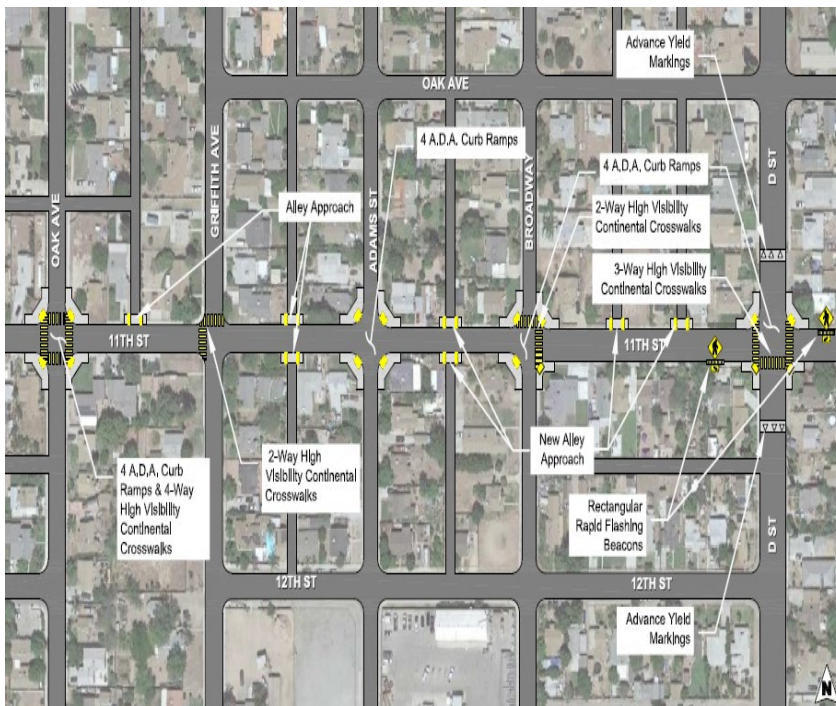
PROJECT NO. 24027- 11th St. Pedestrian Improvements

Project Summary: 11th Street

Total Project Cost: \$ 451,000.00

Justification: The City of Wasco 11th Street Pedestrian Improvements project was selected for an award through the Transportation Development Act Article 3 Program, administered by the Kern Council of Governments. The awards were made at the Council's meeting of August 17, 2023.

The scope includes: Design and Construction of pedestrian improvements on **11th Street between D Street and Oak Avenue**. Improvements will include striping, sign installation, grading, compaction and concrete work associated with the installation of (7) ADA approved alley approaches, (16) ADA approved corner ramps, (2) Solar Powered Flashing Stop Signs, (6) Residential Drive Approaches, 1200 square feet of ADA approved sidewalks and (2) Solar Powered Rectangular Rapid Flashing Beacons (RRFB).



Goal and Policy Links: Increase public safety, enhance community wellbeing and environmental sustainability.

Project Lead (Design): Deputy PW Director, PW Director, and Assistant CM

Project Lead (Construction): Public Works Director, City Manager, Assistant CM, and Deputy PW Director

Project Status: The project has received the Kern COG award letter and the next step will be design. To claim the allocations, the Kern Council of Governments must be notified, in writing, requesting the funding. The request must include substantiation of expenditure, such as construction contract, or a sales receipt. Funding may not be claimed more than thirty (30) days prior to project initiation. Please reference the corresponding (**Minute Order # 23-10: \$425,592 to fund 11th St. Pedestrian Improvements**), when submitting the request for payment.

Project Costs and Funding Sources:

Project Costs by Phase

Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design		25,408					25,408
Construction			425,592	0			425,592
Construction Management				0			-
Equipment Acquisition							-
Costs Incurred to Date							-
Total	-	25,408	425,592	-	-	-	451,000

Project Funding Sources

RESO No. 2023-	Project Funding Sources						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
TDA Article 3			425,592				425,592
Measure X- Local Funds		25,408					25,408
							-
Total	-	25,408	425,592	-	-	-	451,000

Project Effect on the Operating Budget: Impact will be minimal, this is a pedestrian improvement project from the 2020 School Safe Routes to School Plan Update.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A NEW CAPITAL IMPROVEMENT PROJECT (11TH STREET PEDESTRIAN IMPROVEMENTS); AMENDING THE CITY OF WASCO ADOPTED OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023/2024; THE ESTABLISHMENT OF A NEW PROJECT FUND APPROPRIATION OF \$451,000.00 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH GRANT PROGRAM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROCURE SERVICES AND EXECUTE CONTRACTS INCLUDING, BUT NOT LIMITED TO ENVIRONMENTAL, ARCHITECT/ENGINEERING SERVICES AND OTHER ITEMS RELATED TO THE 11TH STREET PEDESTRIAN IMPROVEMENT PROJECT, UP TO THE REIMBURSABLE AMOUNT OF \$451,000.00

WHEREAS, On May 2023, the City of Wasco submitted a FY2023-2024 Transportation Development Act- Article 3 Bicycle and Pedestrian Facilities application for the following projects: \$3,000 to fund Bicycle Parking Facilities; \$2,000 to fund a Bicycle Safety Program; \$425,592 to fund 11th St. Pedestrian Improvements; and,

WHEREAS, the City wishes to comply with the timeline set forth by Kern COG and TDA Article 3 Requirements to design and construct the 11th Street Pedestrian Improvements between D Street and Oak Avenue; and

WHEREAS, the City will need to procure contractors to complete this Project in accordance with the City's procurement policies; and,

WHEREAS, the funding amount reimbursable in relation to this project is \$451,000.00, which \$425,592 is TDA Article 3 and \$25,408 is from Measure X Local Funds; and,

WHEREAS, the funding for these services will be initially provided from the General Fund and subsequently reimbursed back to the General Fund after payment is received.

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

SECTION 1: Authorizes a new Capital Improvement Project (11th Street Pedestrian Improvements); and amending the City of Wasco Adopted Operating Budget and Capital Improvement Program Fiscal Year 2023/2024.

SECTION 2: Authorizes the establishment of a New Project Fund Appropriation of \$451,000.00 and Corresponding Revenue Budget to allow for Reimbursement of eligible Project Expenditures Through Grant Programs.

SECTION 3: Authorizes the City Manager or Designee to procure services and execute contracts including, but not limited to, Environmental, Architect/Engineering Services, and Other Items Related to The New Project, up to the reimbursable amount of \$451,000.00.

SECTION 4: Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(4); 15269(b)(c).

-o0o-

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt A Resolution Approving A New Capital Improvement Project (Police Firing Range Restoration); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Police Firing Range Restoration Fund Appropriation of \$50,000; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Construction Services, Portable Office Relocation, And Other Items Related to the Firing Range Restoration Project.

Recommendation:

- A. Staff recommends the City Council receive and file this report and approve a Resolution of the City Council of the City of Wasco:
 - a. Approving A New Capital Improvement Project (Police Firing Range Restoration);
 - b. Amending the City of Wasco Adopted Operating Budget and Capital Improvement Program Fiscal Year 2023/2024;
 - c. The Establishment of a New Police Firing Range Restoration Fund Appropriation Of \$50,000;
 - d. Authorizing the City Manager or Designee to Procure Services and Execute Contracts Including, But Not Limited To, Construction Services Portable Office Relocation, And Other Items Related to the Firing Range Restoration Project in a total cumulative amount not to exceed \$50,000.
- B. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the

State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:

Prior to the transfer of policing services to the Kern County Sheriff's Office in 1981, the Wasco Police Department maintained a practice firing range adjacent to the current Animal Control Facility and Wastewater Treatment Plant at the west end of 7th Street. Interviews with long-time residents place the range in the area generally south of the facilities.

With the activation of the Wasco Police Department (WPD) imminent, a need to reactivate and restore the firing range is recognized. Sworn personnel with WPD will be required to qualify and re-qualify with their duty weapons on a quarterly basis to ensure Police Officer Standards and Training (POST) compliance. A local range will avoid scheduling constraints and reduce the time and expense spent traveling to other remote ranges in the region.

Discussion:

The staff has developed a preliminary plan for the range restoration and identified the location on the attached map. (Attachment 2) To make the range safe for use, the following materials, features, and tasks must be completed:

1. Grade site and provide safety berms.
2. Electrical and Water stub out from Animal Control.
3. Irrigation materials & labor.
4. Fuel and perhaps some staff overtime.
5. A few shade trees & grass seed.
6. Shade structure slab, materials & labor. (~1200 sf)
7. Sidewalk on range materials & labor. (~6000 sf)
8. Perimeter fence materials salvaged from other sites.
9. Relocate the donated portable classrooms on-site.

To reduce costs, a majority of the work will be completed by City staff and use surplus materials already in our possession. Relocation of the portable classroom structure may cost in excess of \$12,000 and may be deferred. Materials and contract labor costs (primarily concrete, electric wire, and piping) are expected to be approximately \$30,000. A total appropriation of \$50,000 is requested to cover contingencies and volatile pricing due to continued supply chain uncertainties.

Fiscal Impact:

The establishment of a Police Firing Range Restoration Fund Appropriation of \$50,000.00 and Corresponding Expense Budget.

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A NEW CAPITAL IMPROVEMENT PROJECT (POLICE FIRING RANGE RESTORATION); AMENDING THE CITY OF WASCO ADOPTED OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023/2024; APPROVING THE ESTABLISHMENT OF A NEW POLICE FIRING RANGE RESTORATION FUND APPROPRIATION OF \$50,000.00; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROCURE SERVICES AND EXECUTE CONTRACTS INCLUDING, BUT NOT LIMITED TO CONSTRUCTION SERVICES, PORTABLE OFFICE RELOCATION, AND OTHER ITEMS RELATED TO THE POLICE FIRING RANGE RESTORATION.

WHEREAS, Prior to the transfer of policing services to the Kern County Sheriff's Office in 1981, the Wasco Police Department maintained a practice firing range adjacent to the current Animal Control Facility and Wastewater Treatment Plant; and

WHEREAS, with activation of Wasco Police Department (WPD) imminent, a need to reactivate and restore the firing range is recognized to support quarterly duty weapon qualification and re-qualification by WPD Sworn Officers; and

WHEREAS, in addition to staff labor and surplus materials, the City will need to procure materials and services to complete this Project in accordance with the City's procurement policies not expected to exceed \$50,000.00.

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

SECTION 1: Authorizes a new capital improvement project (Police Firing Range Restoration); and amending the City of Wasco Adopted Operating Budget and Capital Improvement Program Fiscal Year 2023/2024.

SECTION 2: Authorizes the establishment of a New Police Firing Range Restoration Fund Appropriation of \$50,000.00 and Corresponding Expense Budget.

SECTION 3: Authorizes the City Manager or Designee to procure services and execute contracts including, but not limited to, Construction Services, Portable Office Relocation, And Other Items Related to the Firing Range Restoration Project in a total cumulative amount not to exceed \$50,000.

SECTION 4: Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest:

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

City of Wasco Proposed Firing Range Restoration Location Map

Rev. 8-31-2023





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: September 5, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Flock Group Inc. for the installation of ten (10) Flock Safety Falcon cameras and associated software and licensing.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Flock Group, Inc. for Flock Safety Falcon camera equipment, installation, and software and licensing for the Police Department.
- 2) Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

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

Discussion:

The Wasco City Council originally approved an appropriation of \$100,000 for the acquisition of ALPR cameras from Flock Group Inc. utilizing Measure X funding on January 19, 2021. The project was deferred, but the funding is still allocated for the project. This technology will help the police department and has been proven nationwide to greatly enhance criminal investigative success. Other agencies in Kern County have successfully deployed the system. An updated quote (Attachment 2) has been received, which provides for an initial five (5) locations and a total of ten (10) cameras. A preliminary

location map is included in Attachment 4. A comprehensive review by the Flock Group will determine the precise location of each camera to maximize effectiveness.

The Wasco Police Department is in the final phase of adoption of Lexipol policy and procedures (Attachment 3) and has established an Automated License Plate Reader (ALPR) technology policy consistent with industry standards. This policy will be brought to the Council for review and consideration in September, prior to the deployment of any cameras.

Fiscal Impact:

Fiscal Impact is \$41,500 at contract signing and \$30,000 ongoing after Year 1. Previously approved Measure X appropriations contained sufficient funds to cover this expenditure. No budget action is required with the approval of this item.

Attachments:

1. Resolution
2. Quote and Draft Agreement
3. Wasco PD ALPR Policy
4. Map of proposed camera locations

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR FLOCK SAFETY FALCON CAMERAS AND ASSOCIATED SOFTWARE AND LICENSING.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the establishment of dispatch and case management functions and

WHEREAS, The City of Wasco Police Department will use various investigative technologies to enhance police effectiveness in the City of Wasco and

WHEREAS, Flock Falcon 10 ALPR cameras are used nationwide and have been proven to be a reliable standard in law enforcement and emergency services communications and

WHEREAS, Flock Group, Inc. proposes to provide 10 cameras at 5 strategic locations within the City pursuant to the provided quotation and professional services agreement, subject to final approval of the City Manager and City Attorney.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional services agreement to provide Flock Safety Falcon cameras pursuant to the quotation attached hereto as Exhibit "A" with Flock Group, Inc., subject to the final approval of the City Manager and City Attorney.

SECTION 2: Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

-o0o-

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

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest:

MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Flock Safety + CA - Wasco PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

Created Date: 08/30/2023
Expiration Date: 09/09/2023
Quote Number: Q-42419
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 746 8th St Wasco, California 93280

Ship To: 746 8th St Wasco, California 93280

Billing Company Name: CA - City of Wasco

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Advanced Implementation Fee	\$1,900.00	4	\$7,600.00

Subtotal Year 1: \$41,500.00

Annual Recurring Subtotal: \$30,000.00

Estimated Tax: \$0.00

Contract Total: \$71,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$41,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$71,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
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Flock Safety + CA - Wasco PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

Created Date: 08/30/2023
Expiration Date: 09/09/2023
Quote Number: Q-42419
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 746 8th St Wasco, California 93280

Ship To: 746 8th St Wasco, California 93280

Billing Company Name: CA - City of Wasco

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Advanced Implementation Fee	\$1,900.00	4	\$7,600.00

Subtotal Year 1: \$41,500.00

Annual Recurring Subtotal: \$30,000.00

Estimated Tax: \$0.00

Contract Total: \$71,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$41,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$71,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
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Automated License Plate Readers (ALPRs)

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

429.2 POLICY

The policy of the Wasco Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

429.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Wasco Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Lieutenant. The Administration Lieutenant will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

429.3.1 ALPR ADMINISTRATOR

The Administration Lieutenant shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

Wasco Police Department

Policy Manual

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

429.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

429.5 DATA COLLECTION AND RETENTION

The Administration Lieutenant is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

429.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Wasco Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

Wasco Police Department

Policy Manual

Automated License Plate Readers (ALPRs)

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

429.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

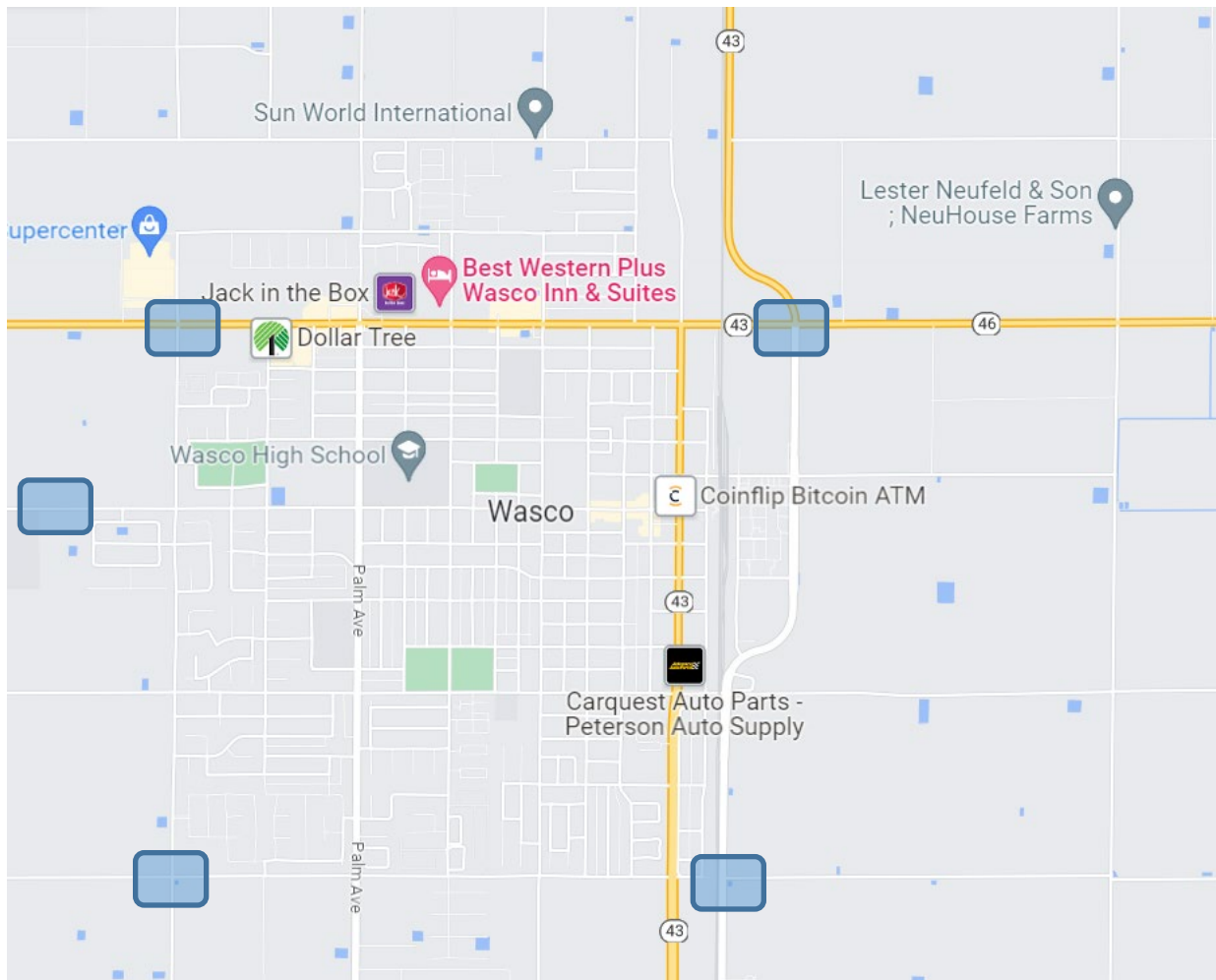
- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Lieutenant or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

429.8 TRAINING

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Preliminary Map of Possible Camera Deployment Locations:





STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: August 15, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Capture Technologies, Inc. for a Police Department dispatch voice recording system in the amount of \$28,137.40

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Capture Technologies for Eventide dispatch voice recording equipment for the Police Department.

- A. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

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

Discussion:

An integral component of the police department's 9-1-1 dispatch system is a voice recorder for incoming and outgoing telephone and radio communications. Two quotes (see attached) were received from vendors who provide voice recorders for emergency communications. The Eventide recorder quote offered by Capture Technologies is \$28,137.40, and the Capture 911 recorder offered by Higher Ground is \$19,281.25.

Staff researched other local and state agencies and determined that the Eventide dispatch recorder, provided by Capture Technologies, was regarded as the most reliable and most used device by other local law enforcement agencies. Eventide was also the

recommendation of our 9-1-1 dispatch system contractor. The Capture 911 recorder quoted by Higher Ground was priced lower than the Eventide recorder but is not widely used by other local law enforcement agencies. The Eventide recorder is also highly regarded by local police departments for providing responsive after-sales service, support, and repair.

Fiscal Impact:

Fiscal Impact is \$ 28,137.40. Equipment and Technology expenses included in the Adopted 2023-2024 Police Department Operating Budget are sufficient to cover this expense. No budget action is required with the approval of this item.

Attachments:

1. Resolution
2. Quotes
 - a. Capture Technologies \$28,138.00
 - b. Higher Ground \$19,281.25



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: August 15, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Capture Technologies, Inc. for a Police Department dispatch voice recording system in the amount of \$28,137.40

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Capture Technologies for Eventide dispatch voice recording equipment for the Police Department.

- A. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

Environmental Review:

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

Discussion:

An integral component of the police department's 9-1-1 dispatch system is a voice recorder for incoming and outgoing telephone and radio communications. Two quotes (see attached) were received from vendors who provide voice recorders for emergency communications. The Eventide recorder quote offered by Capture Technologies is \$28,137.40, and the Capture 911 recorder offered by Higher Ground is \$19,281.25.

Staff researched other local and state agencies and determined that the Eventide dispatch recorder, provided by Capture Technologies, was regarded as the most reliable and most used device by other local law enforcement agencies. Eventide was also the

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PURCHASE ORDER WITH CAPTURE TECHNOLOGIES FOR POLICE DEPARTMENT 9-1-1 VOICE RECORDING EQUIPMENT

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the establishment of dispatch and case management functions; and

WHEREAS, The City of Wasco Police Department will require a dispatch system voice recorder for incoming and outgoing telephone and radio communications for the City of Wasco; and

WHEREAS, Capture Technologies provides equipment that is compatible with the 9-1-1 dispatch system selected by the Wasco Police Department, and has been successfully deployed and supported with other agencies in California; and

WHEREAS, Capture Technologies proposes to provide 9-1-1 dispatch voice recording equipment to the City of Wasco pursuant to the provided quotation and subject to final approval of the City Manager.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a purchase order pursuant to the quotation attached hereto as Exhibit "A" Capture Technologies subject to the final approval of the City Manager.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



An Employee-Owned Company

Capture Technologies, Inc.

6060 Sunrise Vista Dr. Suite 3000, Citrus Heights, CA 95610

t. 800.544.5050 f. 510.534.0202

Quotation

Number CAPQ8416-01
Date Jun 2, 2023
GSA# GS-35F-0190U
CMAS# 3-22-03-1070


BILL TO	Ship To	Account Executive
WASCO Police Department 746 8th Street Wasco,, CA 93280	WASCO Police Department 746 8th Street Wasco,, CA 93280	CHRIS WILLIAMS 6060 Sunrise Vista Drive Suite 3000 Citrus Heights, CA 95610 CSL #876993

Shelia McCaleb
Phone 661-758-7214
shmccaleb@cityofwasco.org

Shelia McCaleb
Phone 661-758-7214
shmccaleb@cityofwasco.org

Phone 510-500-1469
cwilliams@capturet.com

Terms	Installation Date	SUB Total	\$27,384.50
Scope of Work QUOTED: (1) EVENTIDE Dispatch Recording- VOIP+ ANALOG Capture Technologies Providing EVENTIDE Turnkey Hardware & Software & licensing to record up to 16 Channels- (8) ANALOG **Radio + (8) VOIP POSITIONS -future i3 migration INCLUDES: i3 SIPREC CPE Licensing Integration INCLUDES: ANI/ALI INCLUDES: Shipping and Handling Charges. INCLUDES: Applicable Sales Tax Charges INCLUDES: Project Managment + LOCAL Installation & Onsite Training Period of Performance: INCLUDES: (1) YEAR Warranty Coverage & Software Support SMA with LOCAL Tech Support services onsite within 3 hours -24/7 INCLUDES: NMS- 24/7 Monitoring! ****OPTIONS to add on: PLEASE REVIEW optional recommended licensing & configurations		Product	Included
		Services	Included
		S&H	\$0.00
		Sales Tax	\$752.90
		Grand Total	\$28,137.40

Part #	Description	Qty
	EVENTIDE Recording-Hardware & Software (8) Channels ANALOG recording + (8) channels VOIP INCLUDES: NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1

Part #	Description	Qty
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	
	+ (8) ANALOG RADIO Recording Channels-	
DXANA8	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	
	+ (8) VOIP Recording Channels-CPE I3 POSITIONS (NGA)	
271052	8-Channel VOIP RECORDING	
271143	** SIPREC Enabler for I3 CLOUD CPE providers-- NGA911 SIPREC; Requires VoIP Channels	
209029	** ANI/ALI Integration	
271083	** 8 pack MediaWorks DX (web) concurrent license.	
	INCLUDES Installation Onsite & Training Services	
Inst-VL	Project Management + Premiere Certified Local Installation Technicians Onsite+ Onsite Training	1
	SUPPORT -24/7 Warranty & Onsite Local Service Support Maintenance	
	INCLUDED YEAR #1 (12 Months Warranty & Support)	1
CNVL-Support	12 MONTH- Warranty Coverage Including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-12MO	12 MONTH- SMA--FREE FIRST YEAR--Software Update Subscription (DXSUS) for complete DX-Series recording Solution, ((\$ 1,300.00)) SAVINGS!	
	SUPPORT -24/7 Warranty & Onsite Local Service Support Maintenance	
	**Year to Year purchased renewals incur standard Annual Support fee % increases of 8-10% .	
	** Multi year Bundle purchasing price INCLUDES standard Annual Support Increases automatically !	
	YEAR #2 Estimated costs to budget \$4,260.00	
CNVL-Support	12 MONTH- Warranty Coverage Including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #3 Estimated costs to budget \$4,510.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #4 Estimated costs to budget \$4,660.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #5 Estimated costs to budget \$4,960.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	

Part #	Description	Qty
	LICENSE & INTEGRATION OPTIONS TO ADD ON	
DX705-1	**ADD \$2,300.00 **Upgrade Internal HDD TO 2x2TB HotSwap MegaRAID1=2TB storage	
DX939	**ADD \$1,500.00** + SMA -Additional (8) pack Channel VoIP Licensing INCLUDED	
115021	**ADD \$1,400.00 + SMA**Enhanced Reporting Package	
DX701	**ADD \$1,500.00**Touch Screen -7" Color LCD Screen for NexLog 740 DX-Series Recorder	
DX928	**ADD \$4,900.00** + SMA (per year QTY selected)--Speech Factor AI - ""Always on" Speech Analytics - PRICED Per channel, Up to 1,000 voice activity hours Per 12 months	
DX929	**ADD \$4,500.00** + SMA (per year QTY selected)-- Speech Factor AI - User selected on demand Speech to Text Transcription - ((POOL of minutes Up to 1,000 voice activity hours-- Per 12 months)	
271070	**ADD \$2,265.00** + SMA -INITIAL Screen Recording (First 5 PCs on recorder)	
271076	**ADD \$500.00** + SMA -ADD for additional SCREEN recording--beyond QTY 5--(5) ADDED PC's	
271113	**ADD \$3,000.00** + SMA -NEXLOG ACCESS BRIDGE--Allows you to link and or see calls from other EVENTIDE recorders.	
271178	**ADD \$4,200.00** + SMA -CAD-Integration	
271126	**ADD \$3,750.00 + SMA** Integration to Mitel 3300 Secure Recording Connector (SRC)	
271098	**ADD \$925.00 + SMA** Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	
	NAS Backup Storage device	
RR230400-NAS	**ADD \$2,600.00** NETGEAR ReadyNAS 2304, (6TB in a RAID 5 array) Rackmount 1U 4-bay, Dual Gigabit **(4TB Usable Storage)** Includes Install & Warranty & Support Services	

To accept this quotation and purchasing T&C's, sign here and return for Invoice to be issued

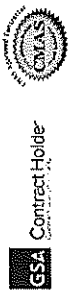
Signature

Thank You For Your Business!

Date

Call Recording Solutions That Work For Your Dispatch Center

SOLUTIONS DESIGNED FOR RELIABILITY & SEAMLESS ACCESS



capture

TECHNOLOGIES

An Employee-Owned Company

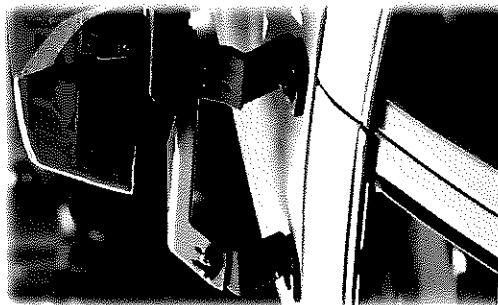
"California PREMIERE dealer for EVENTIDE sales & support!"

ARE YOU MOVING TO P25 ANYTIME SOON?

We can provide P25 integrations that you are looking for today whether it's Motorola or Harris. Contact us for a competitive quote to help you make your transition.

WHY CAPTURE?

We have hundreds of existing dispatch call recording installations throughout the state of CA and beyond. Capture provides a tenured service & sales staff with a combined 70+ years experience.



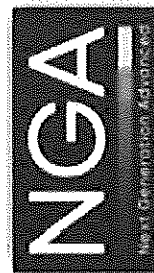
Local On-Site Service Experts 24x7 Support Available

Capture Technologies partners with and works closely with, ANY major CPE & CALOES approved I3 provider of your choice, to ensure seamless transitions & upgrades.

Additionally, we are CMAS & GSA approved for CALOES billing as well!

NG911 VOICE RECORDING FOR DISPATCH

Providing solutions for Emergency Response, Public Safety & Customer Service Center driven applications. Whether it's I3 adherence or QA Evaluations, P25Radio, VoIP, CLOUD/VMWARE, we have the integrated solutions to meet these needs.



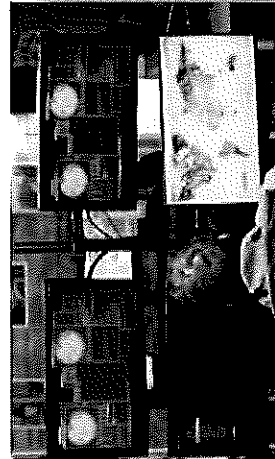
AWS GovCloud (US)

Eventide

NexLog

VERINT

- 911 Public Safety Sector
- I3 CLOUD
- Gov & Military
- Transportation
- Education



Chris Williams

M: 510-967-2221

O: 800-544-5050 x179

cwilliams@capturet.com

capture

An Employee-Owned Company

Our solutions adapt to our customer's needs.

Offering free consultations or even an onsite meeting. We will provide budgetary or firm proposals that can save your department time and money.

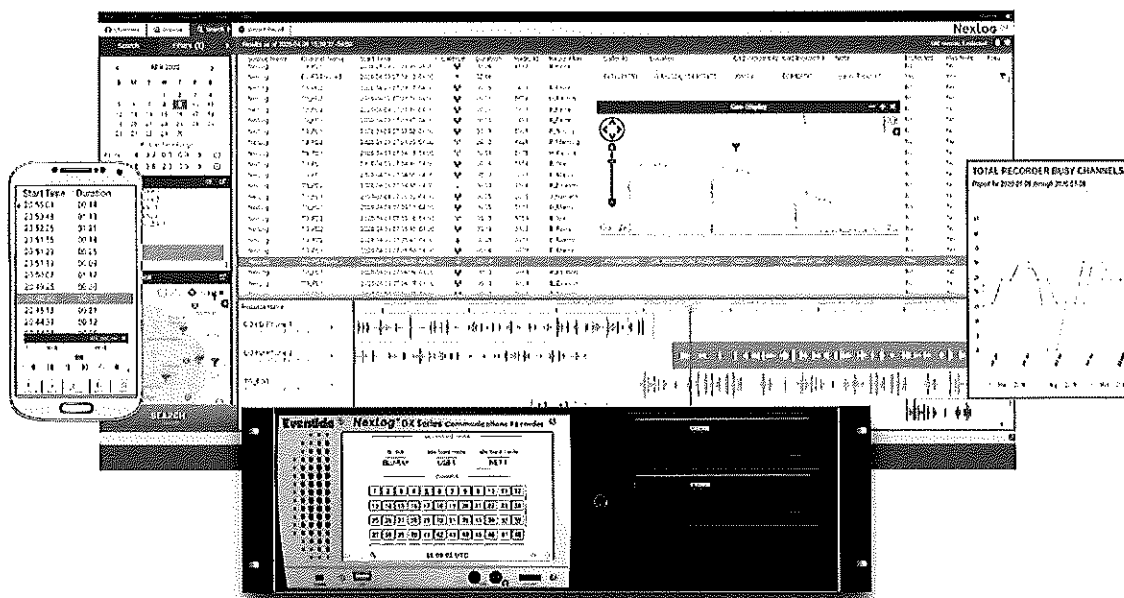


Eventide®

NexLOG™

**DX
SERIES**

**Advanced Recording Solutions
for Mission-Critical Communications**



Recording Systems • Software Solutions • Smart Gateways

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



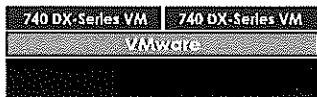
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
4U Rack-Mountable

DX-Series Smart Gateways™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

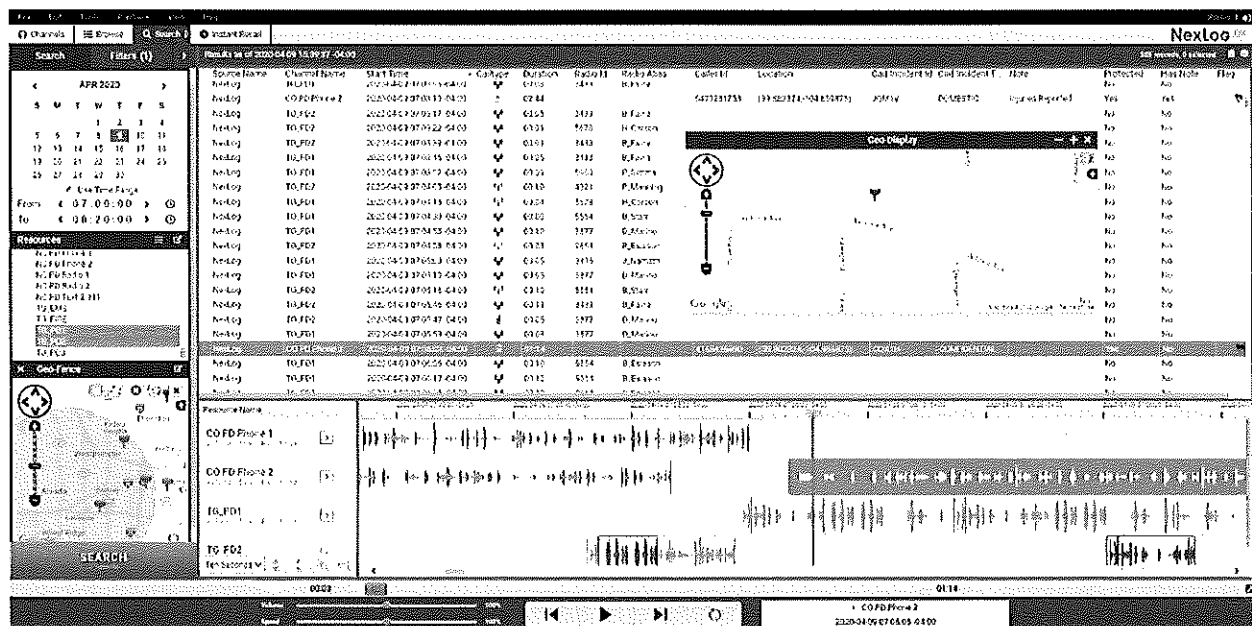
NexLog DX-Series™ Virtual Recording Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add *DX-Series Smart Gateways* for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The *MediaWorks DX*™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

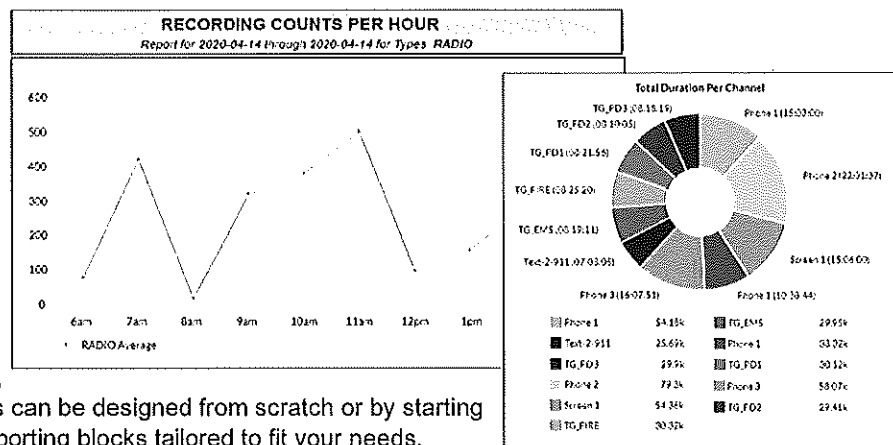
The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.

► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

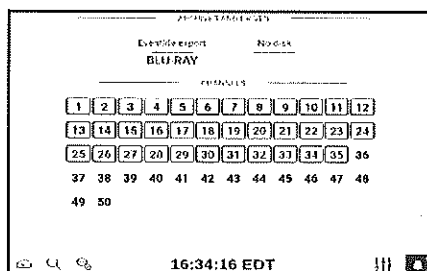
► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

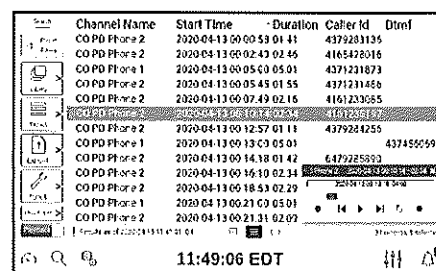
The first 12 Months of *DXSUS* coverage is included at no charge with the purchase of each DX-Series recorder, virtual recording solution or DX-Series Smart Gateway product. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fyde DMR III
Sepura/Fyde MPT1327
ICOM IDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Motion
MobileTec InMotion
Motorola Spillman
Geoconex
Central Square: Inform,
Zuercher & Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
OmniTronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP/Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
INEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industriatic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

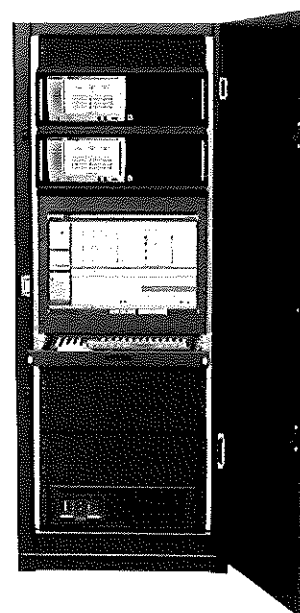
► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.

Eventide Inc. Communications Division

1 Alsan Way, Little Ferry, NJ 07643 USA Tel: +201-641-1200 Fax: +201-641-1640 Email: loggers@eventide.com

142339-10a

NexLog DX-Series Cybersecurity Brief

Emergency Communications Centers (ECCs) serve an essential function in protecting the lives and security of the citizens, customers and staff that public safety agencies, utilities, transportation companies, or similar entities communicate with. Cybersecurity risks pose a constant and significant threat to an ECC's ability to effectively communicate, so they are increasingly striving to meet cybersecurity best practices, such as those defined within the National Institute of Standards & Technology's (NIST) 800-series documents. NIST best practices generally apply to ECC physical security, policies, training and IT networks. But some also apply specifically to ECC recording systems.

While an ECC is ultimately responsible for meeting cybersecurity requirements for their entire operation, Eventide, as a supplier of recording systems used in ECCs, is committed to ongoing improvements to our DX-Series products and services to aid the cybersecurity posture of our customers, including continuous improvements that evolve as new threats and best practices emerge.

The following is a summary of Eventide's current cybersecurity guidelines pertaining to DX-Series solutions, as well as recommended best practices for Eventide's customers related to the cybersecurity and ongoing operation of Eventide recording solutions.

Antivirus Software:

- Eventide NexLog DX-Series recording solutions are designed and operate as a closed Linux appliance. Enterprise Windows anti-virus software is not applicable in this environment.
- DX-Series recording solutions are developed and released using the latest available open source Debian Linux operating system and leverage the antivirus methods available to Debian developers.
- Additionally, the open source platform allows Eventide to build an operating environment that includes only the components that are necessary for the operation of the DX-Series application. This reduces or eliminates commonly available targets of malicious software.

Operating System Updates:

- The appliance design of DX-Series solutions includes the operating system and application.
- Each new release of DX-Series applications includes Linux Operating System updates and kernel revisions.
- Customers are encouraged to take advantage the DX-Series Software Update Subscription (DXSUS) to enable their systems to be on the latest version available from Eventide.

Software Releases for DX-Series products:

- Eventide typically publishes major software releases twice annually and makes them available to be installed on DX-Series systems that have a valid Software Update Subscription (DXSUS) in place. These releases typically address software fixes, add new base product features and address known cybersecurity threats. In order to ensure continued high availability operation and to maximize resiliency against cybersecurity threats Eventide highly recommends DX-Series systems are kept up to date with these releases.
- DX-Series software versions are identified by the Year the software is released, followed by a sequential update number (e.g. 2021.3).

Incremental updates:

- Eventide publishes incremental updates for DX-Series solutions on an as-needed basis as determined by Eventide. Incremental updates address software fixes and/or address known cybersecurity threats which have arisen since the last major DX-Series software release.
- Incremental updates are compatible only with the latest available major DX-Series software release.

Software release and incremental update deployment:

- Eventide strongly recommends archiving all recordings, and configuration settings before deploying a new release or incremental update.
- The DX-Series browser based administrative interface provides easy and efficient mechanisms for archiving recordings and configuration settings.

Event logging:

- Detailed logging of user activity, configuration changes and alert history is enabled by default. These logs should be reviewed regularly by your security team. These logs are not usually needed by Eventide staff, but they can aid the user's IT staff in identifying events that can impact the use of the system.

Disaster recovery:

- While these guidelines can improve cybersecurity, they cannot entirely prevent a cyberattack and possible destruction of important files. System hardware failures can also lead to file destruction. So, backing up/archiving recordings and configuration settings is an essential prerequisite to restoring operation if an attack occurs.
- Recordings should be archived to Network Attached Storage (NAS) or removable drives and stored off-site.
- The DX-Series browser based administrative interface provides easy mechanisms for configuring numerous strategies for archiving recordings and configuration settings, including, but not limited to configuring automatic scheduling of all archiving functions. Refer to the DX-Series user's manual for further details.

Eventide®

Non-Eventide Software:

- Eventide does not support installation or running of non-Eventide provided and authorized software.
- The appliance design of the DX-Series solution makes it virtually impossible to run 3rd party software on a DX-Series platform.

Client User Access:

- Users will access recordings and administrative tasks from networked PCs that are granted access to the DX-Series system.
- Access to the DX-Series system for recording search, export and administrative tasks is performed using the Eventide browser-based applications: MediaWorks DX and the Configuration Manager.
- Therefore, Eventide client software will not need to be installed on the networked PCs being used to access the DX-Series system.
- Eventide supports SSL for securing the connection between the networked PC's browser and the DX-Series system.
- It is the customer's sole responsibility to ensure the PCs being used are kept up to date with the latest cybersecurity standards for operating system, browser, encryption, antivirus software, etc.

Encryption

- Encryption should be used for all sensitive data and connections, including remote access. Strong encryption should be used, with AES being the preferred algorithm for symmetric data encryption.
- DX-Series platforms support encryption at rest, SSL, TLS, IPsec and others to support encryption needs.

Firewalls

- Hardware firewalls are always recommended to isolate and control IP traffic to/from the DX-Series systems.
- For system level firewalls, DX-Series systems support access to Linux IP Tables configuration.
- Firewalls need to be configured to permit the ports needed for normal operation of the system. All other ports should be disabled.
- For user access to the DX-Series MediaWorksDX and Configuration Manager browser-based applications, HTTP ports 80/81 and port 443, if using SSL, are required.
- Other ports will be required for connection to recording sources and will vary depending on the system being recorded.
- Required ports will be provided at the time of installation, or upon request.
- The customer's IT staff/contractors are responsible for the installation, configuration and maintenance of network-level firewalls that interconnect DX-Series systems with external systems, including the

Internet. Eventide recommends that such firewalls be configured to meet the National Checklist Program for IT Products: Guidelines for Checklist Users and Developers (NIST SP 800-70 Rev 4) for firewall devices.

Passwords

- The DX-Series systems are delivered with default passwords, as are most COTS devices. The default passwords of all software and hardware components should be changed prior to deployment.
- The DX-Series software allows for user password controls that meet NIST-SP800-53 guidelines.

Internet Access:

- Logging recorders are considered mission critical themselves. Therefore, if Internet access is needed, it should be strictly limited and controlled within a business security policy to not compromise performance and function, and to avoid encountering malicious software through the Internet. Internet access should only be through an enterprise proxy server/Internet firewall logging device.
- The DNS Server should support blacklisting of particular Internet addresses, or better - only whitelisting the acceptable ones.

Factory Remote Access

- Eventide is best able to support dealers when factory support staff are able to remotely access the system.
- The DX-Series systems come with a secure encrypted VPN tunnel that can be optionally turned on to grant Eventide secure access.
- Eventide is able to work within the cybersecurity policy of customers.

User Remote Access

- When user remote access is needed (e.g., using MediaWorks Mobile DX), it is highly recommended to make use of encrypted Virtual Private Networks (VPNs).

Emerging Cybersecurity Standards

- Eventide follows cybersecurity industry standards. As cybersecurity guidelines continue to evolve, Eventide is committed to incorporating applicable new best practices into its DX-Series products. Eventide highly recommends that customers ensure they maintain a continuous DX-Series Software Update Subscription (DXSUS) in order to take advantage of new cybersecurity improvements as and when released.

NexLog

NexLog DX-Series Feature Brief

New Products

- ❖ NexLog DX-Series Virtual Recording Appliance for VMWare ESXi
- ❖ DX Smart Gateway™

NexLog DX-Series General Features

- ❖ Built on modern reliable and secure Linux distribution
- ❖ Up to 80% more processing power
- ❖ IPv6 support for IPv6 enabled clients
- ❖ 3 NIC Bonding modes
- ❖ HTML (and PDF) Searchable Documentation/Manual
- ❖ Redundant Screen recording
- ❖ Reporting Enhancements for flexibility, shifts, text report blocks
- ❖ MediaWorksDX - Optional Dark mode and Classic mode.
- ❖ Hardware lifecycle refresh
 - State of the art PCIe express industrial motherboard
 - Modern Intel chip set and processor
 - 16GB RAM Standard
 - Quiet power supply fans
 - 18TB Maximum HDD configuration
 - High resolution multi-touch Front Panel display

Security Enhancements

- ❖ Linux distribution updated with each release
- ❖ Operating System and Security updates in with each release
- ❖ Forced Transport Layer Security (TLS)
- ❖ Support for encrypted recording interfaces (SIP, SIPREC, BIB)
- ❖ User Authentication features with Password strength meter
- ❖ Stand alone LDAP Support

MediaWorksDX

- ❖ New modern UI look with familiar intuitiveness
- ❖ 80% more responsive search performance
- ❖ Optional Dark mode and Classic mode.
- ❖ New expandable search view, with familiar classic view
- ❖ Pop out search dialogs
- ❖ Support for location tracks (e.g. RapidSOS)
- ❖ New screen recording player, no FLASH 100% HTML5
- ❖ More multimedia support (even more to come)
- ❖ Predictive search results
- ❖ Search progress indicators
- ❖ Search with "or" operator
- ❖ More responsive playback rate
- ❖ Audible playback position beep indicator
- ❖ Visual recording type indicators
- ❖ Dynamic waveforms with programable colors and borders
- ❖ Accessibility mode options
- ❖ New MediaWorksMobileDX interface

Administrative Interface (Web Configuration Manager DX)

- ❖ New modern UI with familiar menus
- ❖ NIC Diagnostics with 'ifconfig' results
- ❖ NIC Alias Naming
- ❖ Recording interface Alias Naming
- ❖ Remote upgrades with hosted download site
- ❖ Inactivity timeouts per recording interface, set by default
- ❖ Resource grouping by metadata field
- ❖ List of values for metadata fields
- ❖ Programmable alias manager for mapping metadata (e.g. Radio IDs and Talk Group IDs)
- ❖ Sophisticated integrations are pre-loaded, enabled with purchased license key entry (e.g. CAD integrations)
- ❖ Redesigned user permissions interface for simplicity
- ❖ Redesigned GPIO mapping interface
- ❖ New audit trail interface, with precise change indicators
- ❖ Agent work shift configuration page
- ❖ Single Motorola AIS Proxy Installer for all ASTRO versions
- ❖ New installers for MediaWorks DX Desktop, AutoUnpacker and Screen Agent



An Employee-Owned Company

Capture Technologies, Inc.

6060 Sunrise Vista Dr. Suite 3000, Citrus Heights, CA 95610

t. 800.544.5050 f. 510.534.0202

Quotation

Number CAPQ8416-01
Date Jun 2, 2023
GSA# GS-35F-0190U
CMAS# 3-22-03-1070


BILL TO	Ship To	Account Executive
WASCO Police Department 746 8th Street Wasco,, CA 93280	WASCO Police Department 746 8th Street Wasco,, CA 93280	CHRIS WILLIAMS 6060 Sunrise Vista Drive Suite 3000 Citrus Heights, CA 95610 CSL #876993

Shelia McCaleb
Phone 661-758-7214
shmccaleb@cityofwasco.org

Shelia McCaleb
Phone 661-758-7214
shmccaleb@cityofwasco.org

Phone 510-500-1469
cwilliams@capturet.com

Terms	Installation Date	SUB Total	\$27,384.50
Scope of Work QUOTED: (1) EVENTIDE Dispatch Recording- VOIP+ ANALOG Capture Technologies Providing EVENTIDE Turnkey Hardware & Software & licensing to record up to 16 Channels- (8) ANALOG **Radio + (8) VOIP POSITIONS -future i3 migration INCLUDES: i3 SIPREC CPE Licensing Integration INCLUDES: ANI/ALI INCLUDES: Shipping and Handling Charges. INCLUDES: Applicable Sales Tax Charges INCLUDES: Project Managment + LOCAL Installation & Onsite Training Period of Performance: INCLUDES: (1) YEAR Warranty Coverage & Software Support SMA with LOCAL Tech Support services onsite within 3 hours -24/7 INCLUDES: NMS- 24/7 Monitoring! ****OPTIONS to add on: PLEASE REVIEW optional recommended licensing & configurations		Product	Included
		Services	Included
		S&H	\$0.00
		Sales Tax	\$752.90
		Grand Total	\$28,137.40

Part #	Description	Qty
	EVENTIDE Recording-Hardware & Software (8) Channels ANALOG recording + (8) channels VOIP INCLUDES: NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1

Part #	Description	Qty
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	
	+ (8) ANALOG RADIO Recording Channels-	
DXANA8	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	
	+ (8) VOIP Recording Channels-CPE I3 POSITIONS (NGA)	
271052	8-Channel VOIP RECORDING	
271143	** SIPREC Enabler for I3 CLOUD CPE providers-- NGA911 SIPREC; Requires VoIP Channels	
209029	** ANI/ALI Integration	
271083	** 8 pack MediaWorks DX (web) concurrent license.	
	INCLUDES Installation Onsite & Training Services	
Inst-VL	Project Management + Premiere Certified Local Installation Technicians Onsite+ Onsite Training	1
	SUPPORT -24/7 Warranty & Onsite Local Service Support Maintenance	
	INCLUDED YEAR #1 (12 Months Warranty & Support)	1
CNVL-Support	12 MONTH- Warranty Coverage Including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-12MO	12 MONTH- SMA--FREE FIRST YEAR--Software Update Subscription (DXSUS) for complete DX-Series recording Solution, ((\$ 1,300.00)) SAVINGS!	
	SUPPORT -24/7 Warranty & Onsite Local Service Support Maintenance	
	**Year to Year purchased renewals incur standard Annual Support fee % increases of 8-10% .	
	** Multi year Bundle purchasing price INCLUDES standard Annual Support Increases automatically !	
	YEAR #2 Estimated costs to budget \$4,260.00	
CNVL-Support	12 MONTH- Warranty Coverage Including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #3 Estimated costs to budget \$4,510.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #4 Estimated costs to budget \$4,660.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	
	YEAR #5 Estimated costs to budget \$4,960.00	
CNVL-Support	12 MONTH- Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7	
DXSUS-36MO	12 MONTH- SMA-Software Update Subscription (DXSUS) for complete DX-Series recording Solution,	

Part #	Description	Qty
	LICENSE & INTEGRATION OPTIONS TO ADD ON	
DX705-1	**ADD \$2,300.00 **Upgrade Internal HDD TO 2x2TB HotSwap MegaRAID1=2TB storage	
DX939	**ADD \$1,500.00** + SMA -Additional (8) pack Channel VoIP Licensing INCLUDED	
115021	**ADD \$1,400.00 + SMA**Enhanced Reporting Package	
DX701	**ADD \$1,500.00**Touch Screen -7" Color LCD Screen for NexLog 740 DX-Series Recorder	
DX928	**ADD \$4,900.00** + SMA (per year QTY selected)--Speech Factor AI - ""Always on" Speech Analytics - PRICED Per channel, Up to 1,000 voice activity hours Per 12 months	
DX929	**ADD \$4,500.00** + SMA (per year QTY selected)-- Speech Factor AI - User selected on demand Speech to Text Transcription - ((POOL of minutes Up to 1,000 voice activity hours-- Per 12 months)	
271070	**ADD \$2,265.00** + SMA -INITIAL Screen Recording (First 5 PCs on recorder)	
271076	**ADD \$500.00** + SMA -ADD for additional SCREEN recording--beyond QTY 5--(5) ADDED PC's	
271113	**ADD \$3,000.00** + SMA -NEXLOG ACCESS BRIDGE--Allows you to link and or see calls from other EVENTIDE recorders.	
271178	**ADD \$4,200.00** + SMA -CAD-Integration	
271126	**ADD \$3,750.00 + SMA** Integration to Mitel 3300 Secure Recording Connector (SRC)	
271098	**ADD \$925.00 + SMA** Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	
	NAS Backup Storage device	
RR230400-NAS	**ADD \$2,600.00** NETGEAR ReadyNAS 2304, (6TB in a RAID 5 array) Rackmount 1U 4-bay, Dual Gigabit **(4TB Usable Storage)** Includes Install & Warranty & Support Services	

To accept this quotation and purchasing T&C's, sign here and return for Invoice to be issued

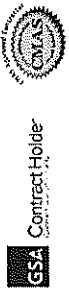
Signature

Thank You For Your Business!

Date

Call Recording Solutions That Work For Your Dispatch Center

SOLUTIONS DESIGNED FOR RELIABILITY & SEAMLESS ACCESS



capture
TECHNOLOGIES

An Employee-Owned Company

"California PREMIERE dealer for EVENTIDE sales & support!"

ARE YOU MOVING TO P25 ANYTIME SOON?

We can provide P25 integrations that you are looking for today whether it's Motorola or Harris. Contact us for a competitive quote to help you make your transition.

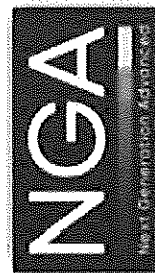
Local On-Site Service Experts 24x7 Support Available

Capture Technologies partners with and works closely with, ANY major CPE & CALOES approved i3 provider of your choice, to ensure seamless transitions & upgrades.

Additionally, we are CMAS & GSA approved for CALOES billing as well!

NG911 VOICE RECORDING FOR DISPATCH

Providing solutions for Emergency Response, Public Safety & Customer Service Center driven applications. Whether it's i3 adherence or QA Evaluations, P25Radio, VoIP, CLOUD/VMWARE, we have the integrated solutions to meet these needs.



AWS GovCloud (US)

WHY CAPTURE?

We have hundreds of existing dispatch call recording installations throughout the state of CA and beyond. Capture provides a tenured service & sales staff with a combined 70+ years experience.

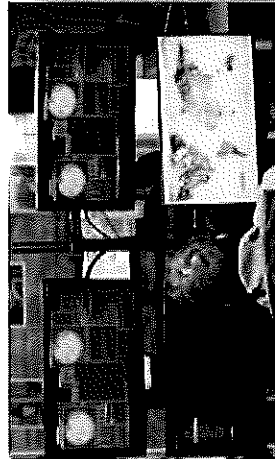


Eventide

NexLog

VERINT

- 911 Public Safety Sector
- i3 CLOUD
- Gov & Military
- Transportation
- Education



Chris Williams

M: 510-967-2221

O: 800-544-5050 x179

cwilliams@capturet.com

capture
An Employee-Owned Company

Our solutions adapt to our customer's needs.

Offering free consultations or even an onsite meeting. We will provide budgetary or firm proposals that can save your department time and money.

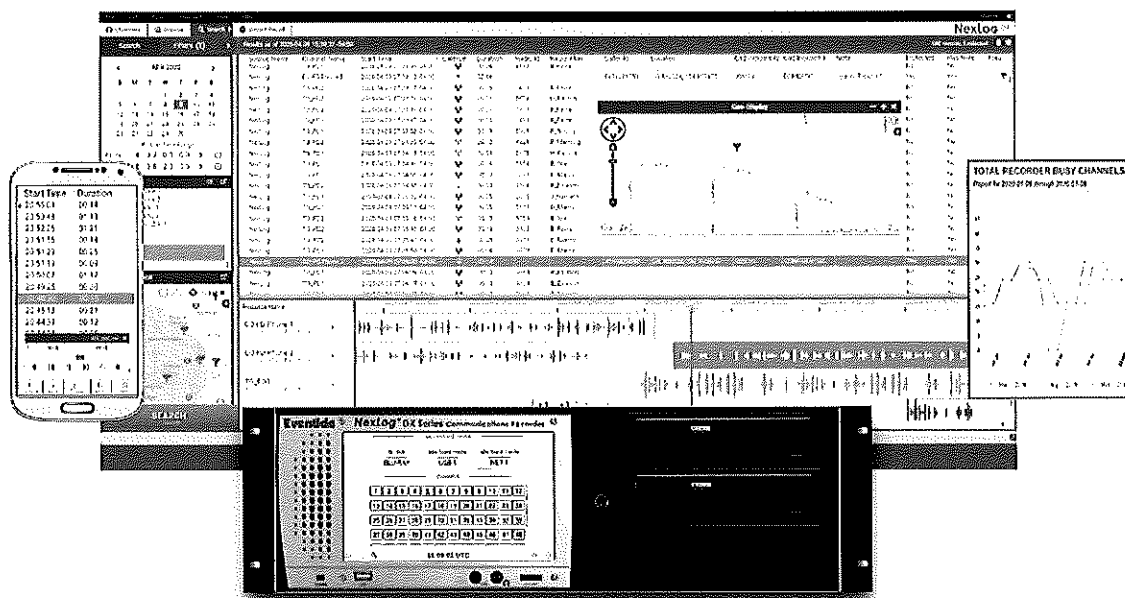


Eventide®

NexLOG™

**DX
SERIES**

**Advanced Recording Solutions
for Mission-Critical Communications**



Recording Systems • Software Solutions • Smart Gateways

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
4U Rack-Mountable

DX-Series Smart Gateways™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

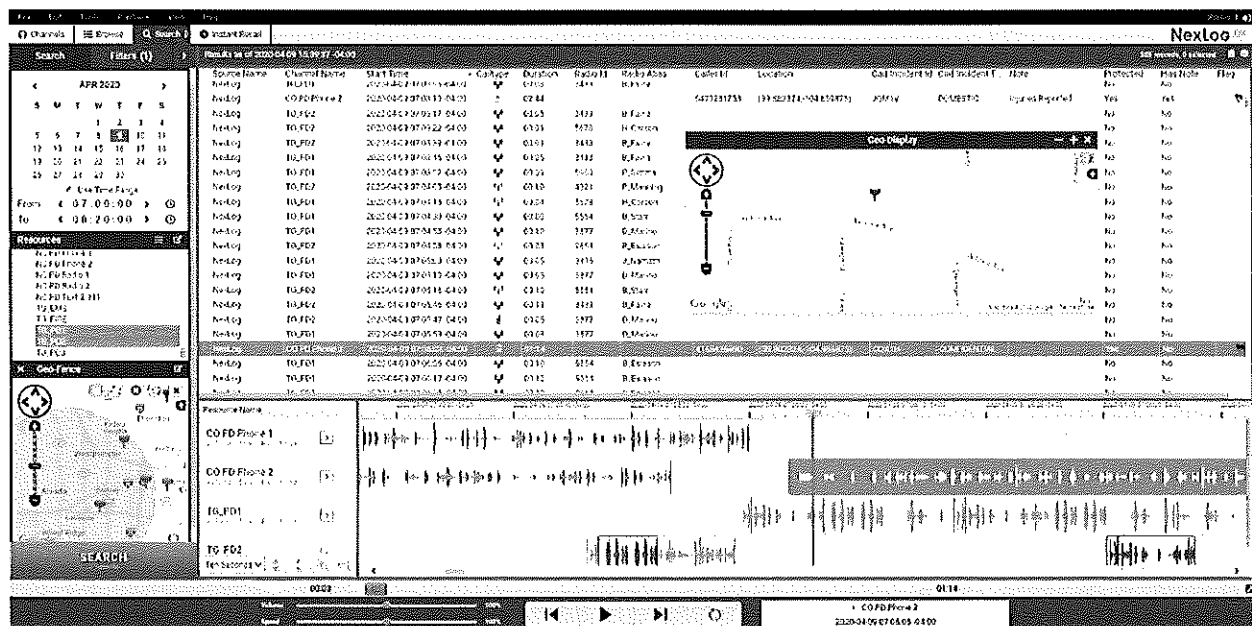
NexLog DX-Series™ Virtual Recording Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add *DX-Series Smart Gateways* for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The *MediaWorks DX*™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

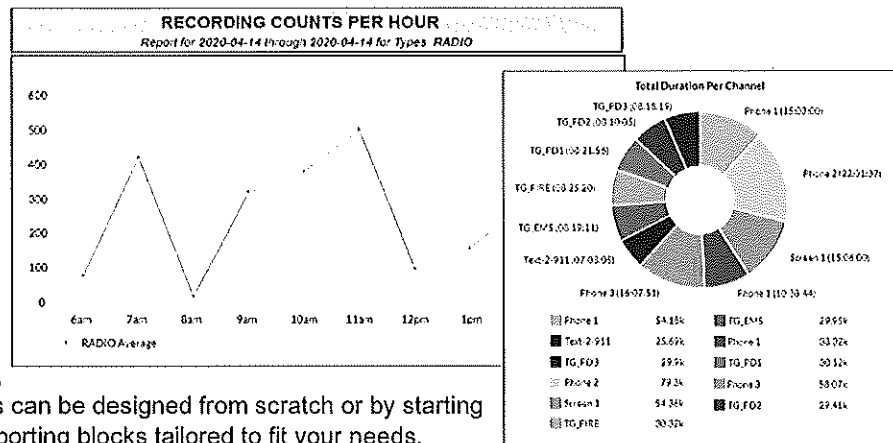
The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.

► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

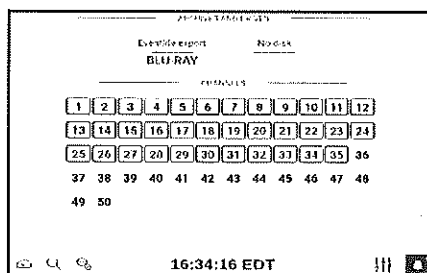
► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

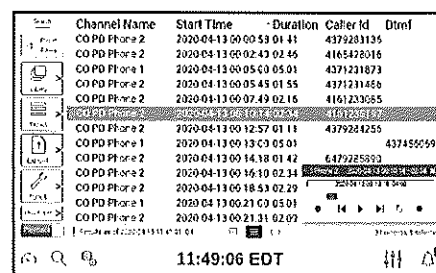
The first 12 Months of *DXSUS* coverage is included at no charge with the purchase of each DX-Series recorder, virtual recording solution or DX-Series Smart Gateway product. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fyde DMR III
Sepura/Fyde MPT1327
ICOM IDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
Central Square: Inform,
Zuercher & Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
OmniTronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP/Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
INEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industriatic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

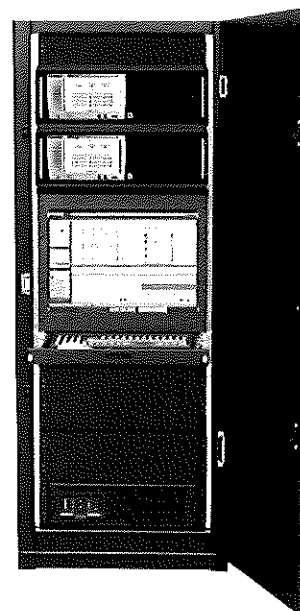
► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.

Eventide Inc. Communications Division

1 Alsan Way, Little Ferry, NJ 07643 USA Tel: +201-641-1200 Fax: +201-641-1640 Email: loggers@eventide.com

142339-10a

NexLog DX-Series Cybersecurity Brief

Emergency Communications Centers (ECCs) serve an essential function in protecting the lives and security of the citizens, customers and staff that public safety agencies, utilities, transportation companies, or similar entities communicate with. Cybersecurity risks pose a constant and significant threat to an ECC's ability to effectively communicate, so they are increasingly striving to meet cybersecurity best practices, such as those defined within the National Institute of Standards & Technology's (NIST) 800-series documents. NIST best practices generally apply to ECC physical security, policies, training and IT networks. But some also apply specifically to ECC recording systems.

While an ECC is ultimately responsible for meeting cybersecurity requirements for their entire operation, Eventide, as a supplier of recording systems used in ECCs, is committed to ongoing improvements to our DX-Series products and services to aid the cybersecurity posture of our customers, including continuous improvements that evolve as new threats and best practices emerge.

The following is a summary of Eventide's current cybersecurity guidelines pertaining to DX-Series solutions, as well as recommended best practices for Eventide's customers related to the cybersecurity and ongoing operation of Eventide recording solutions.

Antivirus Software:

- Eventide NexLog DX-Series recording solutions are designed and operate as a closed Linux appliance. Enterprise Windows anti-virus software is not applicable in this environment.
- DX-Series recording solutions are developed and released using the latest available open source Debian Linux operating system and leverage the antivirus methods available to Debian developers.
- Additionally, the open source platform allows Eventide to build an operating environment that includes only the components that are necessary for the operation of the DX-Series application. This reduces or eliminates commonly available targets of malicious software.

Operating System Updates:

- The appliance design of DX-Series solutions includes the operating system and application.
- Each new release of DX-Series applications includes Linux Operating System updates and kernel revisions.
- Customers are encouraged to take advantage the DX-Series Software Update Subscription (DXSUS) to enable their systems to be on the latest version available from Eventide.

Software Releases for DX-Series products:

- Eventide typically publishes major software releases twice annually and makes them available to be installed on DX-Series systems that have a valid Software Update Subscription (DXSUS) in place. These releases typically address software fixes, add new base product features and address known cybersecurity threats. In order to ensure continued high availability operation and to maximize resiliency against cybersecurity threats Eventide highly recommends DX-Series systems are kept up to date with these releases.
- DX-Series software versions are identified by the Year the software is released, followed by a sequential update number (e.g. 2021.3).

Incremental updates:

- Eventide publishes incremental updates for DX-Series solutions on an as-needed basis as determined by Eventide. Incremental updates address software fixes and/or address known cybersecurity threats which have arisen since the last major DX-Series software release.
- Incremental updates are compatible only with the latest available major DX-Series software release.

Software release and incremental update deployment:

- Eventide strongly recommends archiving all recordings, and configuration settings before deploying a new release or incremental update.
- The DX-Series browser based administrative interface provides easy and efficient mechanisms for archiving recordings and configuration settings.

Event logging:

- Detailed logging of user activity, configuration changes and alert history is enabled by default. These logs should be reviewed regularly by your security team. These logs are not usually needed by Eventide staff, but they can aid the user's IT staff in identifying events that can impact the use of the system.

Disaster recovery:

- While these guidelines can improve cybersecurity, they cannot entirely prevent a cyberattack and possible destruction of important files. System hardware failures can also lead to file destruction. So, backing up/archiving recordings and configuration settings is an essential prerequisite to restoring operation if an attack occurs.
- Recordings should be archived to Network Attached Storage (NAS) or removable drives and stored off-site.
- The DX-Series browser based administrative interface provides easy mechanisms for configuring numerous strategies for archiving recordings and configuration settings, including, but not limited to configuring automatic scheduling of all archiving functions. Refer to the DX-Series user's manual for further details.

Eventide®

Non-Eventide Software:

- Eventide does not support installation or running of non-Eventide provided and authorized software.
- The appliance design of the DX-Series solution makes it virtually impossible to run 3rd party software on a DX-Series platform.

Client User Access:

- Users will access recordings and administrative tasks from networked PCs that are granted access to the DX-Series system.
- Access to the DX-Series system for recording search, export and administrative tasks is performed using the Eventide browser-based applications: MediaWorks DX and the Configuration Manager.
- Therefore, Eventide client software will not need to be installed on the networked PCs being used to access the DX-Series system.
- Eventide supports SSL for securing the connection between the networked PC's browser and the DX-Series system.
- It is the customer's sole responsibility to ensure the PCs being used are kept up to date with the latest cybersecurity standards for operating system, browser, encryption, antivirus software, etc.

Encryption

- Encryption should be used for all sensitive data and connections, including remote access. Strong encryption should be used, with AES being the preferred algorithm for symmetric data encryption.
- DX-Series platforms support encryption at rest, SSL, TLS, IPsec and others to support encryption needs.

Firewalls

- Hardware firewalls are always recommended to isolate and control IP traffic to/from the DX-Series systems.
- For system level firewalls, DX-Series systems support access to Linux IP Tables configuration.
- Firewalls need to be configured to permit the ports needed for normal operation of the system. All other ports should be disabled.
- For user access to the DX-Series MediaWorksDX and Configuration Manager browser-based applications, HTTP ports 80/81 and port 443, if using SSL, are required.
- Other ports will be required for connection to recording sources and will vary depending on the system being recorded.
- Required ports will be provided at the time of installation, or upon request.
- The customer's IT staff/contractors are responsible for the installation, configuration and maintenance of network-level firewalls that interconnect DX-Series systems with external systems, including the

Internet. Eventide recommends that such firewalls be configured to meet the National Checklist Program for IT Products: Guidelines for Checklist Users and Developers (NIST SP 800-70 Rev 4) for firewall devices.

Passwords

- The DX-Series systems are delivered with default passwords, as are most COTS devices. The default passwords of all software and hardware components should be changed prior to deployment.
- The DX-Series software allows for user password controls that meet NIST-SP800-53 guidelines.

Internet Access:

- Logging recorders are considered mission critical themselves. Therefore, if Internet access is needed, it should be strictly limited and controlled within a business security policy to not compromise performance and function, and to avoid encountering malicious software through the Internet. Internet access should only be through an enterprise proxy server/Internet firewall logging device.
- The DNS Server should support blacklisting of particular Internet addresses, or better - only whitelisting the acceptable ones.

Factory Remote Access

- Eventide is best able to support dealers when factory support staff are able to remotely access the system.
- The DX-Series systems come with a secure encrypted VPN tunnel that can be optionally turned on to grant Eventide secure access.
- Eventide is able to work within the cybersecurity policy of customers.

User Remote Access

- When user remote access is needed (e.g., using MediaWorks Mobile DX), it is highly recommended to make use of encrypted Virtual Private Networks (VPNs).

Emerging Cybersecurity Standards

- Eventide follows cybersecurity industry standards. As cybersecurity guidelines continue to evolve, Eventide is committed to incorporating applicable new best practices into its DX-Series products. Eventide highly recommends that customers ensure they maintain a continuous DX-Series Software Update Subscription (DXSUS) in order to take advantage of new cybersecurity improvements as and when released.

NexLog

NexLog DX-Series Feature Brief

New Products

- ❖ NexLog DX-Series Virtual Recording Appliance for VMWare ESXi
- ❖ DX Smart Gateway™

NexLog DX-Series General Features

- ❖ Built on modern reliable and secure Linux distribution
- ❖ Up to 80% more processing power
- ❖ IPv6 support for IPv6 enabled clients
- ❖ 3 NIC Bonding modes
- ❖ HTML (and PDF) Searchable Documentation/Manual
- ❖ Redundant Screen recording
- ❖ Reporting Enhancements for flexibility, shifts, text report blocks
- ❖ MediaWorksDX - Optional Dark mode and Classic mode.
- ❖ Hardware lifecycle refresh
 - State of the art PCIe express industrial motherboard
 - Modern Intel chip set and processor
 - 16GB RAM Standard
 - Quiet power supply fans
 - 18TB Maximum HDD configuration
 - High resolution multi-touch Front Panel display

Security Enhancements

- ❖ Linux distribution updated with each release
- ❖ Operating System and Security updates in with each release
- ❖ Forced Transport Layer Security (TLS)
- ❖ Support for encrypted recording interfaces (SIP, SIPREC, BIB)
- ❖ User Authentication features with Password strength meter
- ❖ Stand alone LDAP Support

MediaWorksDX

- ❖ New modern UI look with familiar intuitiveness
- ❖ 80% more responsive search performance
- ❖ Optional Dark mode and Classic mode.
- ❖ New expandable search view, with familiar classic view
- ❖ Pop out search dialogs
- ❖ Support for location tracks (e.g. RapidSOS)
- ❖ New screen recording player, no FLASH 100% HTML5
- ❖ More multimedia support (even more to come)
- ❖ Predictive search results
- ❖ Search progress indicators
- ❖ Search with "or" operator
- ❖ More responsive playback rate
- ❖ Audible playback position beep indicator
- ❖ Visual recording type indicators
- ❖ Dynamic waveforms with programable colors and borders
- ❖ Accessibility mode options
- ❖ New MediaWorksMobileDX interface

Administrative Interface (Web Configuration Manager DX)

- ❖ New modern UI with familiar menus
- ❖ NIC Diagnostics with 'ifconfig' results
- ❖ NIC Alias Naming
- ❖ Recording interface Alias Naming
- ❖ Remote upgrades with hosted download site
- ❖ Inactivity timeouts per recording interface, set by default
- ❖ Resource grouping by metadata field
- ❖ List of values for metadata fields
- ❖ Programmable alias manager for mapping metadata (e.g. Radio IDs and Talk Group IDs)
- ❖ Sophisticated integrations are pre-loaded, enabled with purchased license key entry (e.g. CAD integrations)
- ❖ Redesigned user permissions interface for simplicity
- ❖ Redesigned GPIO mapping interface
- ❖ New audit trail interface, with precise change indicators
- ❖ Agent work shift configuration page
- ❖ Single Motorola AIS Proxy Installer for all ASTRO versions
- ❖ New installers for MediaWorks DX Desktop, AutoUnpacker and Screen Agent



SOLUTION PROPOSAL

BUDGETARY

Prepared for:

Wasco Police Department

capture911TM
incident reconstruction

Prepared by:

Mike Halliwell, VP Sales
Direct: 818.456.1561
E-mail: mhalliwell@higherground.com

Delivered: June 1, 2023



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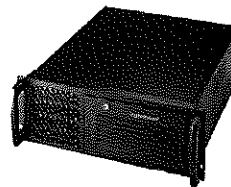
SOLUTION SUMMARY & PRICING

	Price
Capture911 Recorder 4U Rack Mountable Server 2 SIP Positions via NGA911 2 Analog Radio 5 VoIP Admin Phones (phone system TBD) Capture911 Core Software Solutions Interaction Retrieval, Real-Time Monitor, Reporting & Manage Dispatcher Quality Assurance Unlimited Software Access Licenses	\$ 13,970.00
Professional Services Remote Project Management On-Site Installation Remote Web Based Training	\$ 4,400.00
Shipping	\$ 408.00
CA Tax 8.250%	\$ 503.25
Total Investment	\$ 19,281.25

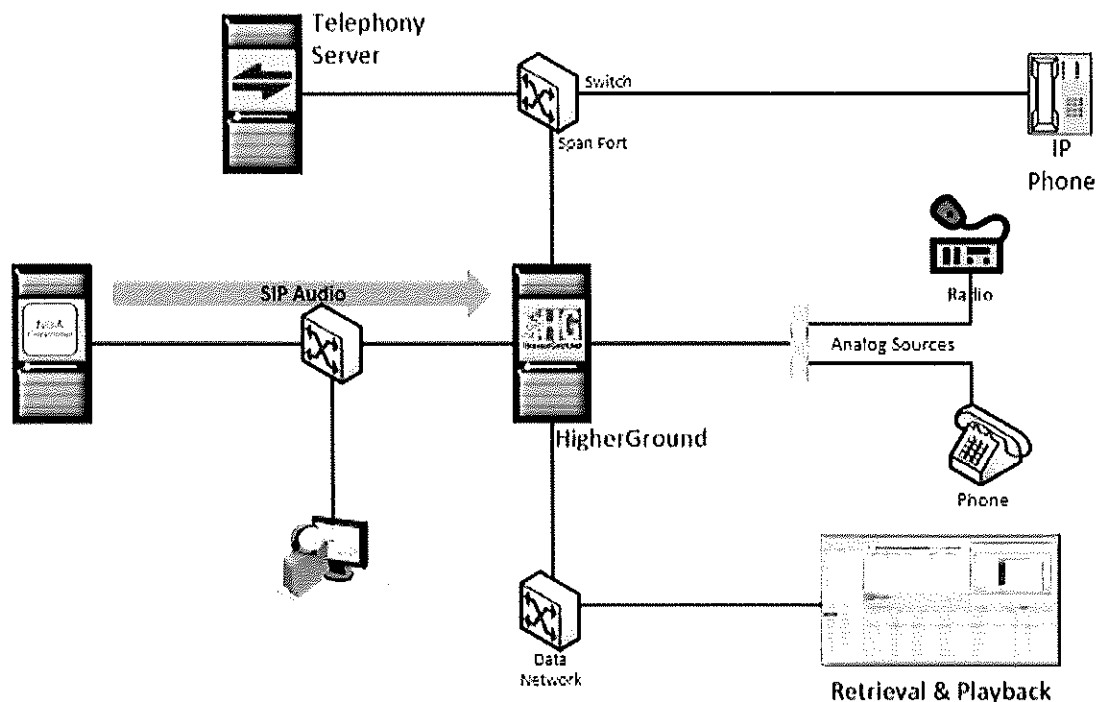
** Customer to provide monitor, keyboard & mouse for connection to recording server

CAPTURE911 RECORDING SERVER

- 4U rack mountable chassis
- Intel Pentium i3 Processor
- 16GB RAM
- Windows 2019 Server
- 2 4TB RAID 1 Hard Drives
- 400w Power Supply
- Server dimensions: W17.8" x H7" x D20.5"



ARCHITECTURE OVERVIEW





ANNUAL SOFTWARE/HARDWARE SUPPORT AND MAINTENANCE

Monday – Friday 8a – 6p local time

- First Year Remote Software/Hardware Support and Maintenance is included in purchase price.
- Second Year Remote Software/Hardware Support and Maintenance: \$2,423.50

Optional 24/7/365

- First Year Remote Software/Hardware Support and Maintenance: \$743.20
- Second Year Remote Software/Hardware Support and Maintenance: \$3,166.70

PAYMENT TERMS AND DELIVERY

Payment Terms

- 100% of the Purchase Price is due 30 days after hardware delivery and upon invoice.

Delivery

- Normal delivery is thirty-five (35) business days after receipt of completed order (Purchase Order).



COMPANY BACKGROUND

HigherGround, Inc. is a developer of recording, data integration and reporting tools that provide actionable insight to 911 center operations. Since 1973, HigherGround has provided organizations with the ability to monitor interactions, optimize center resources, and obtain a comprehensive view of the center performance.

HigherGround's comprehensive suite of recording, quality assurance, and reporting tools assist organizations of all sizes respond to and manage incidents. You can reliably record every call and radio interaction including associated data – time, date, ANI/ALI, radio ID, alias, talkgroup ID, etc. The Capture911 system captures 100% of audio from any combination of traditional or trunked radio and circuit-switched or VoIP telephone systems across multiple locations. It also provides the option for capture of PC screens.

Public safety call takers, dispatchers, and supervisors can instantly play back recent or archived interactions from any desktop using an advanced search interface with more than a dozen search options and powerful filters for easy retrieval of data, regardless of the number of channels, recording servers, or sites involved. HigherGround offers an unlimited user access license so customers are not faced with hidden additional per-seat charges.

HigherGround's seasoned management team brings a breadth of experience in business, telecommunications, consulting, technology and service to a market that continues to look for new ways of achieving economies of scale while providing the utmost in customer care and service to its constituents. Managing and monitoring telecommunications and contact center resources is no trivial task and, for many businesses and organizations, is among the top priorities to increasing revenues and achieving profitability.



CAPTURE911 SOLUTION OVERVIEW

Capture911 browser-based solutions range from the very basic of systems to those that have the ability to collect and consolidate diverse multimedia data from disparate sources into a single platform. The collected information is integrated and presented in a chronological manner with an easy-to-use interface. Capture911 virtually re-creates an entire incident and provides public safety and government organizations with increased efficiency in incident reconstruction and investigation analysis. Capture911 provides instant and archived playback.

Customizable dashboards allow the end user to monitor key performance indicators. Capture911 comes with a comprehensive, yet easy to use, reporting tool. Reports can be printed, emailed, exported to file and scheduled to run.

Interaction Retrieval Interface

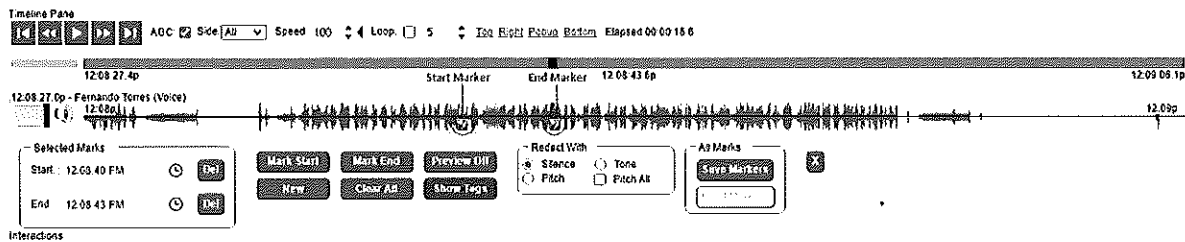
- Find and play recordings instantly using a variety of one click filters & sorts.
- Synchronize multiple recordings for playback to accurately re-create an incident.
- Search for recorded calls by date, time, duration, ANI/ALI, flag and user-defined fields.
- Redaction: mark portions of a recording to be replaced with either a tone or silence
- Save to zip file or CD Stand-Alone: selected recorded incidents and playback software can be copied to zip file, USB drive or burned on portable CD/DVD

The screenshot displays the Capture911 software interface. On the left, there is a sidebar with various filters and search options. The main area shows a list of recorded calls with columns for Date/Time, Duration, Status, Location, Flag, Category, Media Type, and Annotations. A playback window at the top right shows a waveform and a timeline for a selected call.

Date/Time	Duration	Status	Location	Flag	Category	Media Type	Annotations
05/25/2023 12:14	00:00:37	10113	Shady Side	Emergency Response	1011	Speech/Recorded	
05/25/2023 12:12	00:00:00	10113	Shady Side	1011	1011	1011	
05/25/2023 12:10	00:00:00	10113	Shady Side	1011	1011	1011	
05/25/2023 12:08	00:00:00	10113	Shady Side	1011	1011	1011	
05/25/2023 12:06	00:00:00	10113	Shady Side	1011	1011	1011	

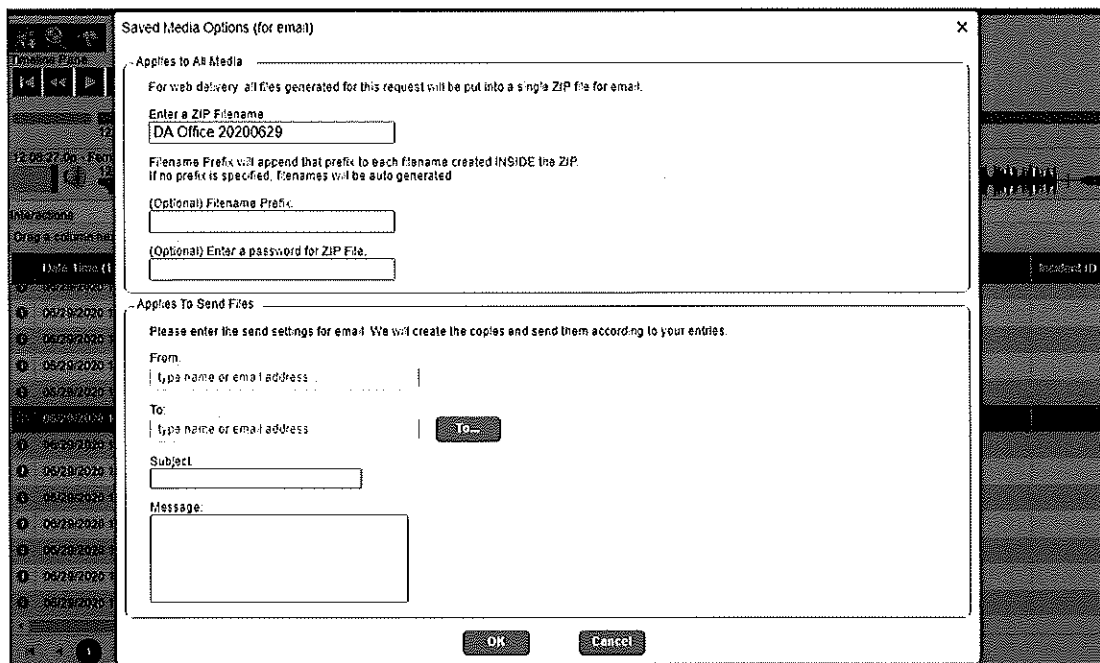
Redaction

- Allows you to mark portions of a recording to be replaced with either a tone or silence when the recording is played back via the application, saved to CD or copied to a WAV file.
- This is useful for removing protected information before releasing a recording



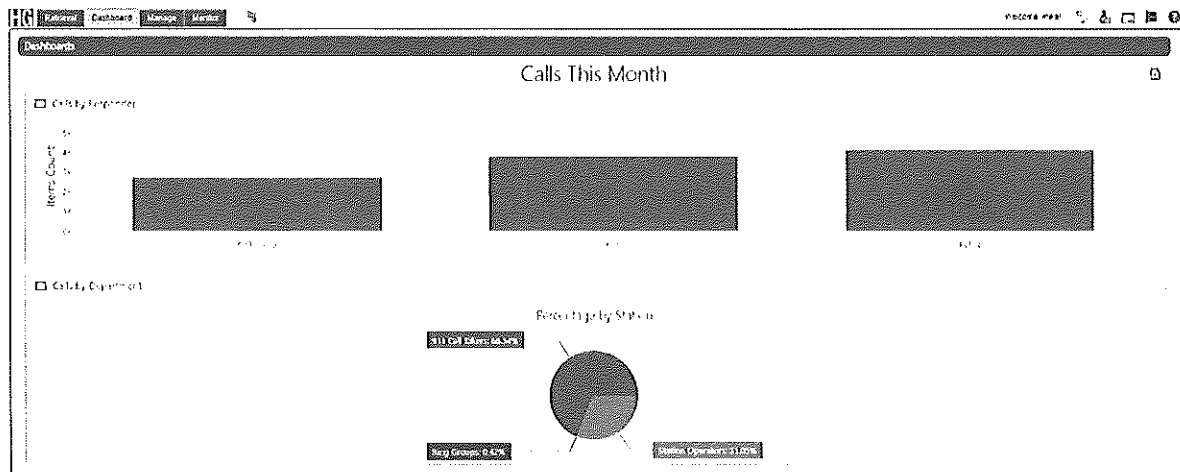
Save to zip file or CD Stand-Alone

- Recorded incidents and playback software can be saved to zip file or burned on portable CD
- Securely locks the recordings with permissions, flags and tags
- Playback from any PC after permissions have been accepted



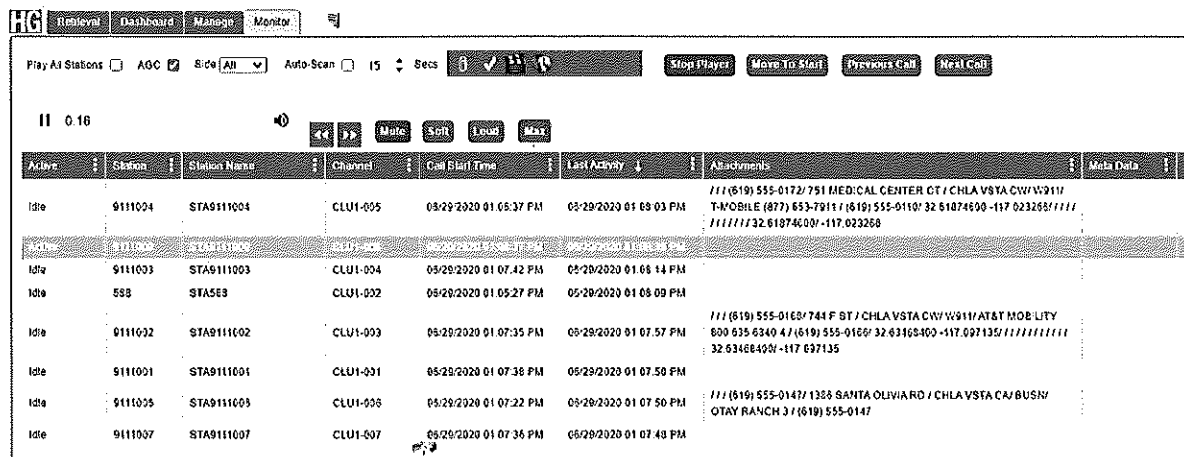
Dashboards

- Open the dashboard and get automatic, immediate up to the minute information
- Customizable gages that can be set up to monitor various user defined KPIs on the system
- Interface is divided into several docking panes that each display a Chart, Gauge, or Grid
- Monitored data is refreshed at a user-defined interval so the data displayed is kept current
- Docking panes can be resized, moved around, hidden, or dragged off to be a separate window



Real-Time Monitoring

- Monitor from your desktop in Real-Time, providing you with the ability to scan between dispatchers.
- Playback "Last Call" and 2nd to "Last Call" (up to last 10 minutes).

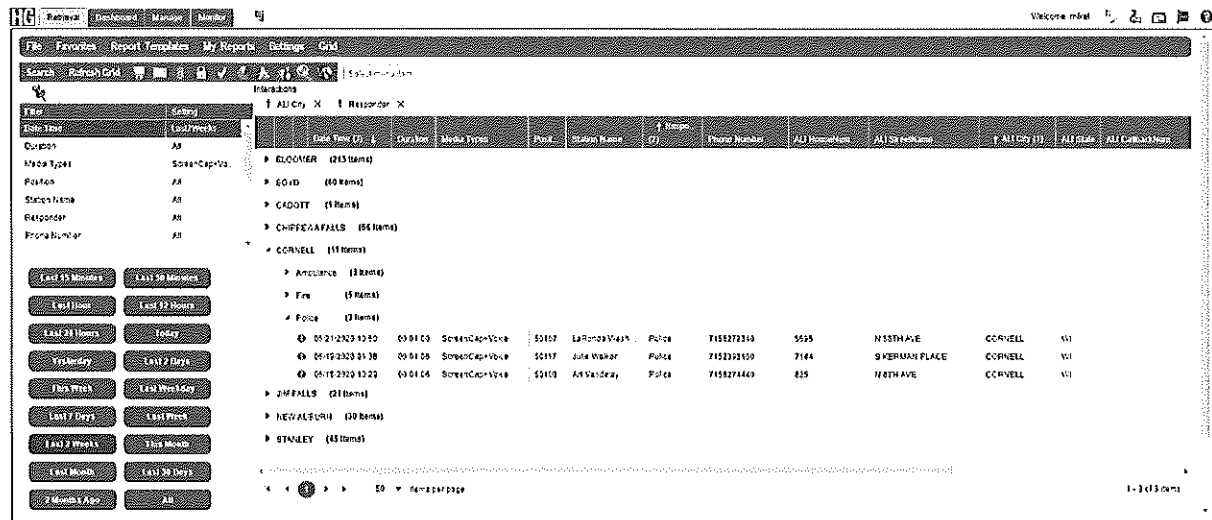


The Real-Time Monitoring interface includes a playback control bar at the top with buttons for 'Play All Stations', 'AGC', 'Side', 'Auto-Scan', 'IS', 'Secs', 'Stop Player', 'Move To Start', 'Previous Call', and 'Next Call'. Below the controls is a table of active calls.

Active	Station	Station Name	Channel	Call Start Time	Last Activity	Attachments	Meta Data
Idle	9111024	STA9111024	CLU1-005	09/29/2020 01:05:37 PM	09/29/2020 01:08:03 PM	111 (619) 555-0172/ 751 MEDICAL CENTER CT / CHLA VSTA CW/V911/ T-MOBILE (877) 653-7911 / (619) 555-9110/ 32 61074690 -117 023268/ 111111132 61874600/-117 023268	
Idle	9111003	STA9111003	CLU1-004	09/29/2020 01:07:42 PM	09/29/2020 01:08:14 PM		
Idle	558	STA558	CLU1-002	09/29/2020 01:05:27 PM	09/29/2020 01:08:09 PM		
Idle	9111032	STA9111002	CLU1-003	09/29/2020 01:07:35 PM	09/29/2020 01:07:57 PM	111 (619) 555-0168/ 744 F ST / CHLA VSTA CW/V911/ AT&T MOBILITY 600 635 6340 4 / (619) 555-0160/ 32 63165400 -117 007135/ 111111132 63168400/-117 007135	
Idle	9111001	STA9111001	CLU1-001	09/29/2020 01:07:38 PM	09/29/2020 01:07:50 PM		
Idle	9111035	STA9111005	CLU1-008	09/29/2020 01:07:22 PM	09/29/2020 01:07:50 PM	111 (619) 555-0147/ 1305 SANTA OLIVIA RD / CHLA VSTA CA/ BUSH/ OTAY RANCH 3 / (619) 555-0147	
Idle	9111007	STA9111007	CLU1-007	09/29/2020 01:07:36 PM	09/29/2020 01:07:48 PM		

Reporting

- Simple to build and store comprehensive reports
- Drag and drop columns for different views of reports
- Reports can be saved, printed, emailed, exported and/or scheduled to run
- Expand and collapse items to reveal another group or the interactions listed under a specific grouping
- Customizable charts: Bar, Pie, Area, and 3D styles with rotation





Quality911 Dispatcher Evaluation

Maximize service quality and help ensure compliance with the latest regulatory standards by assessing and improving the skills of call takers and dispatchers through periodic evaluations of recorded interactions. Gain valuable insight into call taker performance and enhance quality assurance with Quality911 form-based evaluations and customizable scorecards.

Quality911 also provides the same comprehensive, dynamic reporting capabilities as Capture911.

- Define your own grading criteria with customizable evaluation
- Score at your convenience: Score dispatcher performance on live or recorded calls
- Allow multiple managers to score a single call using the same or varied criteria
- Customized reports with scoring data and/or question level data

IE Agent Evaluator - HigherGround 9.2020 UI - Google Chrome

Not secure | 54.189.161.49/V081-NG911DEMO/AgentEval.aspx

911 Dispatch Eval - Grading Form

Station Name Cynthia Garcia	Position 50094	Department Name 911 Call Takers	Tenure Days	Date Time of Grading 06/29/2020 01:20:16 PM	Graded By User mike
Date Time of Call 05/28/2020 03:36:01p	Phone Number	Duration 00:00:37	Alt Station 40032	Alt Station Name 911 Station 2	

Initial Action | Delayed Information | Follow up | Close | Overall Performance

Recognized and reacted to call nature appropriately
☐ Yes ☐ No ☐ N/A

Full address and location given
☐ Yes ☐ No ☐ N/A

Appropriate Department sent
☐ Yes ☐ No ☐ N/A

Kept caller on line if necessary
☐ Yes ☐ No ☐ N/A

Professionalism
Information
Procedure

Category	Score %
Professionalism	100.0
Information	0.0
Procedure	50.0
Experience	0.0
Thoroughness	0.0
Listening	0.0

☐ Void this score (type reason below)

Save/Close | Save | Cancel | Comments | Choose a Different Form | Notify User



Workstation Screen Recording (Optional - \$150 per Workstation)

- Synchronized playback of recorded voice & workstation screen
- Play both voice and screen recording in Real-Time Monitor
- Post call capture continues capturing screens for a designated number of seconds after a call has been completed
- Record multiple monitors per workstation

Timeline Pane

00:45:52.3p 00:45:52.3p 00:45:52.3p

00:45:52.3p - 50119 - Janice Hill (Application Timeline)

00:45:52.3p - Janice Hill - 715 933 2886 (ScreenCap)

00:45:52.3p - Janice Hill - 715 933 2886 (Voice)

Visualized a Pane Hide Visual Media | Scale To Fit

00:45:52.3p - Janice Hill - 715 933 2886 (ScreenCap) Close Full Screen

Isabella County 911

How Incident Reports Dashboard Print/Export Current View: Active Incidents

Incident #	Date Created	Disposition	Responder	Address	City	Phone
42345	03/25/2011 11:03:32	Active	Fire	1325 KENFORD ST	CHIPPewa FALLS	715-720-7846
42344	03/25/2011 11:18:20	Active	Police	321 ELM ST	ELCOMER	715-568-3746
42347	03/25/2011 11:21:42	Active	Police	21324 6TH	CHIPPewa FALLS	715-738-1857
42346	03/25/2011 11:27:08	Active	Ambulance	3564 CHAPMAN AVE	CADOTT	715-234-9026
42348	03/25/2011 11:36:17	Active	Police	830 SPRING ST	CHIPPewa FALLS	715-944-5223
42349	03/25/2011 11:41:31	Active	Fire	2951 GRAND AVE	CHIPPewa FALLS	715-723-8065
42350	03/25/2011 11:51:32	Active	Police	4180 WASHINGTON BLVD	CORNELL	715-519-0057



SERVICE AGREEMENT

HigherGround offers different maintenance plans to fit the needs of our clients. Our standard maintenance plan states that our contractual obligation is a one-hour remote response time during normal business hours (8am - 6pm) and optional 24/7 support with a 4-hour remote response time after normal business hours which includes weekends and holidays for software issues.

The HigherGround maintenance agreement includes:

- **Alarm monitoring.** Your system automatically identifies hard-to-detect, suspicious activity or system outages that threaten uptime and sends alerts to you or HigherGround. It's your choice. Over 150 software and hardware alarm items are monitored to detect problems with outages, phone networks, hardware and/or software.
- **I'm Alive notification service.** This unique feature calls HigherGround nightly to say "I'm Alive." If your system doesn't call, we contact the designated onsite manager to remote into your system.
- **Software updates.** Software updates which include new features and enhancements as they come available will be provided at no charge to customers under warranty or on an active maintenance.
- **Voice support** with access to our certified technicians for troubleshooting and consultation on telephone systems, software systems, and integration issues. HigherGround is committed to helping you achieve the highest efficiencies from your telecommunications investment. And, if necessary, HigherGround will make our own program engineers available to answer any questions you have. Our mission is to keep you up, running and efficient.
- **Software Remote Access:** During the contracted hours (Business Day or 24 Hour), HigherGround will respond to alarms, missed "I'm Alive" notifications and trouble reports opened via phone or e-mail. We will respond by either connecting to your system remotely or speaking with you as appropriate. We will perform routine software maintenance and scheduled software updates during the Business Day. We will perform emergency software maintenance or repair during the contracted hours. We require that you provide remote access to your system using a modem or the internet and that you enable the delivery of alarms to HigherGround via modem or e-mail in order to facilitate software support.
- **Hardware Advanced Replacement:** HigherGround will provide advanced RMA replacement of defective or failed hardware from your original recording system or subsequent upgrade to your system. We will ship replacement hardware within 1 business day of determining the original hardware is defective. We will work with you remotely during the contracted hours to install and configure the replacement hardware. You will be responsible for returning defective hardware within 10 days to avoid being billed for the replacement.



DELIVERY OF HIGHERGROUND SOLUTION

The delivery of the Capture911 solution will be managed through the Professional Services Department. A Project Manager from HigherGround will provide a complete Project Plan, that incorporates the following:

Project Methodology

The project management process is critical to the success of any call center project that involves the integration of any number of system components from both the telephony and computer networks industries. HigherGround views the point at which the contract is awarded as the start of a close liaison between the customer's project team and HigherGround's project management team. At the start of every project, HigherGround appoints a project manager whose goal is to ensure the smooth and successful implementation of the project to the satisfaction of the customer.

Project Planning

The first activity is to prepare a project plan with activities and milestones for the elements of the project. This project plan is the "road map" that the project teams use throughout the installation and implementation of your HigherGround system.

Customization

Should your project require some customization of the software to support your client interface specifications, the project manager will coordinate the software engineering resources assigned to the development of these integrations.

Installation and Testing

The period of system installation and testing covers the installation, loading, and configuring of the HigherGround products and customized integrations. The project manager will administer the test plan. The test plan validates that the installation process has been successful and covers both module and end-to-end testing.

Acceptance and Sign-off

Once the system has been installed and tested, the system undergoes acceptance testing (performed by the customer). At the completion of acceptance testing, the customer's project team signs off that the system is ready for use.



TRAINING: REMOTE WEB BASED

Standard training includes both system administration and end-user training.

The target audience for **system administration training** would be the personnel responsible for maintaining the database and user access to the system after installation.

The target audience for **end-user training** would be the supervisors and managers who will be using the system to monitor or play back agent contacts, perform evaluations or create and generate reports.

Training is tailored to the specific applications installed at each location and to the specific requirements as indicated by the customer during the pre-implementation cycle. HigherGround uses only well-trained and qualified trainers. The trainers monitor the classes assessing the progress of each individual and adjusting their presentation as necessary.

By keeping the ratio of attendees to trainers low (1:8), HigherGround trainers can respond to individual needs. Following the completion of a course the attendees are given the opportunity to provide anonymous feedback on the quality of the course. A brief outline for each course follows:

- **Introduction to Capure911**
This course gives the student the skills and understanding needed to utilize the HigherGround applications to productively manage the recordings and data captured by the system. Trainees will acquire the ability to search for and playback recordings, monitor calls in real-time, generate reports on telecommunications data and schedule reports to run or print automatically.
- **Introduction to Capure911 Administration**
This course gives system administrators the skills and understanding needed to configure, manage and maintain the HigherGround system. Students will acquire the ability to add and delete users, configure recording groups, define recording triggers and manage archives.
- **Introduction to Quality911 Dispatcher Evaluation (optional)**
This course provides students with the skills and understanding needed to utilize HigherGround's Quality911 application to productively monitor and evaluate dispatcher performance. Students will learn to design and utilize grading forms reflective of their business environment.

capture911

Multi-channel interaction recording, call logging, incident playback and quality assessment

Bringing peace of mind with reliable and innovative NextGen recording solutions designed specifically for public safety communications centers.



NG911, consoles, radios,
P25, phones



Rapid retrieval for incident
playback



Customized report and
data retention



Dispatcher quality assessment



Secure data encryption



Regulatory compliance

HigherGround develops solution-based software and reliable applications for mission-critical public safety communications. Our Capture911 multi-channel recording and QA solution transform data into actionable intelligence to optimize operations, enhance performance, and reduce costs. New Live911 software is the industry's first technology that allows officers in the field to hear 911 emergency calls from their vehicles in real-time and immediately identify precise caller location.



Go to HigherGround.com

Capture911 recording and incident reconstruction solution has been deployed in thousands of public safety organizations



“ Capture911 has streamlined our investigation process and drastically improved our incident recreation abilities. The CAD screen capture feature is an invaluable training tool for our dispatchers and is used to verify our ALS ambulance on scene time compliance, and in some cases saved us from accruing penalties. ”

- KT McNulty, Regional Director, AMR

“ Our team is impressed with Capture911's intuitive web-based platform and appreciates the value it provides with a lot of extra features, including screen capture. We now have the ability to use our recording system to do so much more than our previous solution. ”

- Lee Ann Magoski, Director of Emergency Communications, County of Monterey



“ Our agency has asked HigherGround to jump through many hoops to fit our business practice. They have been flexible and helped to customize the Capture911 application to handle our needs. The software is easy to use with minimal training required for any of the users. I would recommend Capture911 to anyone looking for a reliable audio recording. ”

- Charles Keasler, IT System Administrator, Yolo911

“ During the 1-35W bridge collapse, the 9-1-1 center used HigherGround's Capture911 digital voice recording solution to record each of the incoming telephone calls as well as radio transmissions. We did not lose a single recording, even with triple the normal call volume. ”

- Tom Donohoe, Minneapolis 911



“ Our implementation of Capture911 was smooth and easy. Our project manager and technical staff at HigherGround were great to work with. Users can quickly look up calls and the downloading and saving of recordings is straightforward. Adding stations and users has been effortless. Overall, very happy with the application and support. ”

- Sherri Watler, Information Technology Coordinator, Barrie Police Department

For more information, visit www.higherground.com