MCFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority, McFarland Improvement Authority, McFarland Parking Authority

Regular Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, Mcfarland, CA
Website: https://www.mcfarlandcity.org/

Wednesday, October 9, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARÍA T. PÉREZ , *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenterRecordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City's business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:
Mayor/Chair, Saul Ayon
Vice Mayor/Vice-Chair, Ricardo Cano
Council Member/Board Member, Amador Ayon
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez

INVOCATION: Councilmember Pérez

PLEDGE OF ALLEGIANCE: Councilmember Ayon

FEATURED PET:
Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

- Featured Pet Presented by Chief Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Promotional Ceremony- Sergeant Kenneth Muller
2. Swearing in Ceremony - Serenity Nino

DEPARTMENT REPORTS

3. Public Works Update
4. Police Department Update

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

5. Approval of Expense Report in the Amount of $544,240.14 from 9/14/2024 to 9/27/2024.
6. Approval of Payroll Report for the Month of September 2024 in the Amount of $354,619.02
7. Approval of September 25, 2024, Regular Meeting Minutes
8. Approval of Resolution No. 2024- 113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TUITION REIMBURSEMENT REQUEST FOR THE FINANCE MANAGER

PUBLIC HEARINGS

9. Waive full reading and introduce Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101
10. Waive full reading and introduce Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-23, AND 060-420-24.

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen

minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL COMMENTS

ADMINISTRATIVE AGENDA

11. Approval of Resolution No. 2024-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING TEMPORARY USE PERMIT 2024-0003 FOR THE MCFARLAND HARVEST FESTIVAL.

12. Approval of Resolution No. 2024-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE GRANT APPLICATION OF MUJERES ACTIVAS LIDERES COMUNITARIAS FOR THE HARVEST FESTIVAL AT THE MCFARLAND COMMUNITY GARDEN

13. Appointment of Community Representative to the Board of Trustees of the Delano Mosquito Abatement District

14. Approval of Resolution No. 2024-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ACCEPT THE BID SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE W. PERKINS AVE. & 3RD ST. INTERSECTION SAFETY IMPROVEMENTS – STPL 5343 (020) PROJECT IN THE AMOUNT OF $235,235.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BID, AND UP TO $89,389.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

15. Approval of Resolution NO. 2024-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE UPDATED JOB DESCRIPTION FOR THE WASTEWATER TREATMENT PLANT OPERATOR III/SUPERVISOR

16. Approval of Resolution NO. 2024- 115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH ADAM CABRERA, ASSISTANT PUBLIC WORKS DIRECTOR

17. Approval of Resolution NO. 2024- 116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH BRIAN KNOX, CHIEF OF POLICE

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Kern Council of Governments (KCOG)

b. San Joaquin Valley Air Pollution Control District (SJV)

c. Delano Mosquito Abatement District (DMAD)

d. Kern Local Agency Formation Commission (LAFCO)

e. Quality of Life Committee

COUNCIL STATEMENTS AND REPORTS:
On their own initiative, Council Members may make a brief announcement or a brief report on their

own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on October 4, 2024.

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Diego Viramontes, City Manager

Next Meeting: Regular City Council October 23, 2024.

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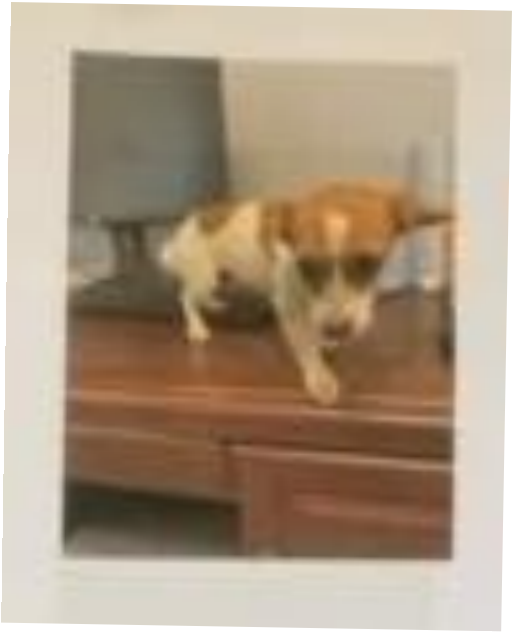
All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following 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.

MCFARLAND POLICE DEPARTMENT: ANIMAL CONTROL OFFICE
12941 Melcher Road, McFarland, CA. 93250 Phone: (661) 792-2121

KENNEL IDENTIFICATION CARD



NOTES: LUCY is a very playful dog. She has a lot of energy and gets along with other dogs. She is looking for a forever home.

Panacur: N/A

LUCY

Intake ID:	9042024-0011
Breed:	Chihuahua Mix
Color:	White/Brown
Sex:	Female
Age:	4 Months
Weight:	2 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	09/04/2024
Arrival Reason:	Stray
Brought in by:	ACO Munguia
Status:	Available
Location of Impound:	Park
Available Date:	09/07/2024
DAPP Vaccine:	N/A
Stickers Here:	

Vaccine Sticker

Vaccine Sticker

OATH OR AFFIRMATION OF ALLEGIANCE POLICE OFFICER

State of California
County of Kern
City of McFarland

The Execution of this Oath is required by Article XX, Section 3, of the Constitution of the State of California.

I, Serenity Nino, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me
This 26th day of September 2024

[redacted]

Serenity Nino, Police Officer

[redacted]

Brian Knox, Chief of Police

[redacted]

Erika De La Cruz, City Clerk

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0027997	09/19/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0027998	09/19/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0027999	09/19/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0028000	09/19/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0028001	09/19/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0028014	09/19/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0028025	09/19/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0028025	09/19/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0028026	09/19/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0028027	09/19/2024	American Fidelity - Disability I...	01-22700-0000-1	29.15
American Fidelity	INV0028027	09/19/2024	American Fidelity - Disability I...	30-22700-0000-1	51.30
American Fidelity	INV0028027	09/19/2024	American Fidelity - Disability I...	31-22700-0000-1	27.25
American Fidelity	INV0028027	09/19/2024	American Fidelity - Disability I...	32-22700-0000-1	29.94
American Fidelity	INV0028027	09/19/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0028028	09/19/2024	Health FSA	01-22600-0000-1	27.92
American Fidelity	INV0028028	09/19/2024	Health FSA	30-22600-0000-1	26.09
American Fidelity	INV0028028	09/19/2024	Health FSA	31-22600-0000-1	26.09
American Fidelity	INV0028028	09/19/2024	Health FSA	32-22600-0000-1	26.09
American Fidelity	INV0028029	09/19/2024	Life 1	01-22900-0000-1	26.58
American Fidelity	INV0028029	09/19/2024	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0028029	09/19/2024	Life 1	30-22900-0000-1	52.40
American Fidelity	INV0028029	09/19/2024	Life 1	31-22900-0000-1	24.72
American Fidelity	INV0028029	09/19/2024	Life 1	32-22900-0000-1	25.61
American Fidelity	INV0028029	09/19/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0028030	09/19/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0028042	09/19/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0028043	09/19/2024	Cancer 1 American Fidelity	01-22950-0000-1	1.75
American Fidelity	INV0028043	09/19/2024	Cancer 1 American Fidelity	30-22950-0000-1	5.23
American Fidelity	INV0028043	09/19/2024	Cancer 1 American Fidelity	31-22950-0000-1	5.23
American Fidelity	INV0028043	09/19/2024	Cancer 1 American Fidelity	32-22950-0000-1	5.21
American Fidelity	INV0028044	09/19/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
				Vendor American Fidelity - American Fidelity Total:	**803.60**
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 23252	09/18/2024	INV 23252 Service Labor Cove...	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	INV 23323	09/18/2024	INV 23323 WWTP Computer T...	01-310-52200-0000-1	100.00
American Office Solutions, LLC	INV 23315	09/24/2024	INV 23315 WWTP Computer I...	30-500-52950-0000-1	1,487.63
				Vendor American Office Solu - American Office Solutions, LLC Total:	**5,187.63**
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	Inv. 295808	09/18/2024	Inv. 295808 Unit 28 - A/C Line...	01-150-56600-0000-1	1,036.30
Arredondo Automotive Group	Inv. 295839	09/24/2024	Inv. 295839 Unit 54 -Oil Chan...	01-150-56600-0000-1	206.38
				Vendor Arredondo Automotive - Arredondo Automotive Group Total:	**1,242.68**
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	AT&T Sept. 2024 Monthly 287...	09/18/2024	AT&T Sept. 2024 Monthly 287...	01-180-57800-0000-1	90.10
At&t Mobility	AT&T Sept. 2024 Monthly 287...	09/18/2024	AT&T Sept. 2024 Monthly 287...	30-500-57800-0000-1	205.61
At&t Mobility	AT&T Sept. 2024 Monthly 287...	09/18/2024	AT&T Sept. 2024 Monthly 287...	32-510-57800-0000-1	170.58
At&t Mobility	AT&T Sept. 2024 Monthly 287...	09/18/2024	AT&T Sept. 2024 Monthly 287...	34-520-57800-0000-1	45.05
				Vendor At&t Mobility - At&t Mobility Total:	**511.34**
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 6270954724	09/23/2024	INV 6270954724 Car Gas Can,...	32-510-56600-0000-1	7.87
Auto Zone	INV 6270954724	09/23/2024	INV 6270954724 Car Gas Can,...	32-510-57400-0000-1	35.84
				Vendor Auto Zone - Auto Zone Total:	**43.71**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Best Digital Solutio - Best Digital Solutions, LLC					
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Billing ...	30-500-52200-0000-1	81.07
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Postag...	30-500-55600-0000-1	142.34
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Billing ...	31-505-52200-0000-1	81.07
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Postag...	31-505-55600-0000-1	142.34
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Billing ...	32-510-52200-0000-1	81.31
Best Digital Solutions, LLC	INV 1241	09/23/2024	INV 1241 January 2024 Postag...	32-510-55600-0000-1	142.78
				Vendor Best Digital Solutio - Best Digital Solutions, LLC Total:	**670.91**
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	Inv No 24-239 -	09/23/2024	Inv No 24-239 - LLA 24-01	01-140-56000-0000-1	175.00
BHT Engineering, Inc.	Inv No 24-281	09/23/2024	Inv No 24-281 - TM 7214 Ph 6	01-140-56000-0000-1	255.00
BHT Engineering, Inc.	INV 24-320	09/24/2024	INV 24-320 HSIP- Cycle 10	25-000-52960-8280-1	21,837.39
				Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:	**22,267.39**
Vendor: bootbarn - Boot Barn					
Boot Barn	INV00401572	09/18/2024	FY24-25 BOOT BARN-MEDINA....	30-500-51800-0000-1	194.84
Boot Barn	INV00401574	09/18/2024	FY24-25 BOOT BARN-POP.MA...	30-500-51800-0000-1	165.61
Boot Barn	INV00401570	09/23/2024	FY24-25 BOOT BARN-HERNA...	30-500-51800-0000-1	200.00
Boot Barn	INV00401575	09/23/2024	FY24-25 BOOT BARN-CISNERO...	30-500-51800-0000-1	200.00
				Vendor bootbarn - Boot Barn Total:	**760.45**
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI448097	09/23/2024	INV BPI448097 Browning Well...	32-510-57400-0000-1	526.40
Brenntag Pacific Inc.	INV BPI454569	09/23/2024	INV BPI454569 Garzoli Well L ...	32-510-57400-0000-1	995.59
Brenntag Pacific Inc.	INV BPI457781	09/23/2024	INV BPI457781 Garzoli Well Fe...	32-510-57400-0000-1	969.71
Brenntag Pacific Inc.	INV BPI448098	09/24/2024	INV BPI448098 Well #6 L A Ch...	32-510-57400-0000-1	599.71
				Vendor Brenntag - Brenntag Pacific Inc. Total:	**3,091.41**
Vendor: BRIANKNOX - Brian Knox					
Brian Knox	Reimbursement-Meals & IE - ...	09/18/2024	Reimbursement-Meals & IE - ...	01-150-52010-0000-1	407.00
				Vendor BRIANKNOX - Brian Knox Total:	**407.00**
Vendor: Brink's, Inc. - Brink's, Inc.					
Brink's, Inc.	INV 6839660	09/18/2024	INV 6839660 Billing Period 08...	01-130-51200-0000-1	144.62
Brink's, Inc.	INV 6839660	09/18/2024	INV 6839660 Billing Period 08...	30-500-51200-0000-1	144.62
Brink's, Inc.	INV 6839660	09/18/2024	INV 6839660 Billing Period 08...	31-505-51200-0000-1	144.62
Brink's, Inc.	INV 6839660	09/18/2024	INV 6839660 Billing Period 08...	32-510-51200-0000-1	144.62
				Vendor Brink's, Inc. - Brink's, Inc. Total:	**578.48**
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH20396	09/20/2024	INV AH20396 BOD Chloride T...	30-500-58200-0000-1	280.00
				Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:	**280.00**
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	INV 0000312	09/23/2024	INV 0000312 Cal Clean Service...	01-190-52200-0000-1	920.00
Cal Clean LLC	INV 000311	09/23/2024	INV 000311 Cal Clean City Cou...	01-190-52200-0000-1	280.00
				Vendor CALCLEAN - Cal Clean LLC Total:	**1,200.00**
Vendor: CSTC - California Safety Training Corporation					
California Safety Training Cor...	INV 116153	09/18/2024	INV 116153 PHC Communicati...	30-500-52000-0000-1	85.00
				Vendor CSTC - California Safety Training Corporation Total:	**85.00**
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 89435	09/24/2024	INV 89435 Sewer Master Plan	30-500-56000-7820-1	5,595.98
				Vendor Cannon - Cannon Corporation Total:	**5,595.98**
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4204421042	09/18/2024	INV 4204421042 Cintas	01-180-51800-0000-1	131.07
Cintas Corporation No.3	INV 4204421042	09/18/2024	INV 4204421042 Cintas	20-200-58100-0000-1	25.52
Cintas Corporation No.3	INV 4204421042	09/18/2024	INV 4204421042 Cintas	30-500-51800-0000-1	157.41
Cintas Corporation No.3	INV 4204421042	09/18/2024	INV 4204421042 Cintas	32-510-51800-0000-1	75.60
Cintas Corporation No.3	NV 4205173775	09/23/2024	INV 4205173775 Cintas	01-180-51800-0000-1	136.28
Cintas Corporation No.3	NV 4205173775	09/23/2024	INV 4205173775 Cintas	20-200-51800-0000-1	26.56
Cintas Corporation No.3	NV 4205173775	09/23/2024	INV 4205173775 Cintas	30-500-51800-0000-1	150.74
Cintas Corporation No.3	NV 4205173775	09/23/2024	INV 4205173775 Cintas	32-510-51800-0000-1	424.26
				Vendor Cintas - Cintas Corporation No.3 Total:	**1,127.44**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV V477998	09/18/2024	INV V477998 Water Meter Ma...	32-510-56410-0000-1	1,506.95
Core & Main LP	SO #11883	09/18/2024	SO #11883 WWTP Safety Equi...	30-500-56800-0000-1	155.75
Core & Main LP	SO #12206	09/23/2024	SO #12206 Electrode Storage,...	30-500-57400-0000-1	454.73
				Vendor Core & Main LP - Core & Main LP Total:	**2,117.43**
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	INV 42964-IN	09/18/2024	INV 42964-IN TS Commercial...	01-180-58050-0000-1	167.10
County of Kern Public Works	INV 43623-IN	09/18/2024	INV 43623-IN Green Waste/O...	01-180-58050-0000-1	730.45
				Vendor KCPW - County of Kern Public Works Total:	**897.55**
Vendor: CSJVRMA - CSJVRMA					
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-105-50600-0000-1	114.70
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-110-50600-0000-1	516.14
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-111-50600-0000-1	262.17
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-112-50600-0000-1	221.20
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-115-50600-0000-1	868.43
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-140-50600-0000-1	2,146.49
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-150-50600-0000-1	38,595.81
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-155-50600-0000-1	2,039.98
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-160-50600-0000-1	1,441.92
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-165-50600-0000-1	1,122.40
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-175-50600-0000-1	1,179.75
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-180-50600-0000-1	4,465.02
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	01-190-50600-0000-1	884.81
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	20-200-50600-0000-1	2,736.36
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	30-500-50600-0000-1	10,388.34
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	31-505-50600-0000-1	1,925.28
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	32-510-50600-0000-1	11,559.90
CSJVRMA	CSJVRMA 24-25 INV0106	09/25/2024	CSJVRMA 24-25 INV0106 Wo...	34-520-50600-0000-1	1,458.30
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-105-54400-0000-1	90.47
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-110-54400-0000-1	407.11
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-111-54400-0000-1	206.79
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-112-54400-0000-1	174.48
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-115-54400-0000-1	684.98
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-140-54400-0000-1	1,693.07
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-150-54400-0000-1	30,442.97
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-155-54400-0000-1	1,609.06
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-160-54400-0000-1	1,137.33
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-165-54400-0000-1	885.31
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-175-54400-0000-1	930.54
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-180-54400-0000-1	3,521.84
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	01-190-54400-0000-1	697.91
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	20-200-54400-0000-1	2,158.34
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	30-500-54400-0000-1	8,193.94
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	31-505-54400-0000-1	1,518.59
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	32-510-54400-0000-1	9,118.02
CSJVRMA	CSJVRMA 24-25 INV0106 Liabil...	09/25/2024	CSJVRMA 24-25 INV0106 Liabil...	34-520-54400-0000-1	1,150.25
				Vendor CSJVRMA - CSJVRMA Total:	**146,548.00**
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Serv...	Inv. 588380687	09/18/2024	Inv. 588380687 500-50315709...	01-150-52200-0000-1	41.77
De Lage Landen Financial Serv...	INV 588328176	09/24/2024	INV 588328176 10/01/24 500...	01-130-52200-0000-1	117.99
De Lage Landen Financial Serv...	INV 588378062	09/24/2024	INV 588378062 Prop Tax 09/1...	01-130-52200-0000-1	68.59
				Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:	**228.35**
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	INV 24-00827	09/18/2024	INV 24-00827 SRF Grant App	32-510-56000-0000-1	75.00
Dee Jaspar & Associates, Inc	INV 24-00825	09/24/2024	INV 24-00825 Well Site #6 Op...	32-510-56000-0000-1	4,983.00
				Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:	**5,058.00**
Vendor: EDD - EDD					
EDD	INV0027957	09/19/2024	State Income Tax Withholding	01-22200-0000-1	397.44
EDD	INV0027958	09/19/2024	SDI - State Disability Insurance	01-22200-0000-1	75.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0027959	09/19/2024	State Unemployment Insuran...	01-22250-0000-1	322.41
EDD	INV0027960	09/19/2024	Employment Training Tax	01-22275-0000-1	6.86
EDD	INV0028017	09/19/2024	State Income Tax Withholding	01-22200-0000-1	3,479.41
EDD	INV0028017	09/19/2024	State Income Tax Withholding	30-22200-0000-1	5.89
EDD	INV0028017	09/19/2024	State Income Tax Withholding	32-22200-0000-1	5.90
EDD	INV0028018	09/19/2024	SDI - State Disability Insurance	01-22200-0000-1	955.03
EDD	INV0028018	09/19/2024	SDI - State Disability Insurance	30-22200-0000-1	1.77
EDD	INV0028018	09/19/2024	SDI - State Disability Insurance	32-22200-0000-1	1.76
EDD	INV0028019	09/19/2024	State Unemployment Insuran...	01-22250-0000-1	160.53
EDD	INV0028020	09/19/2024	Employment Training Tax	01-22275-0000-1	3.41
EDD	INV0028048	09/19/2024	State Income Tax Withholding	01-22200-0000-1	910.31
EDD	INV0028048	09/19/2024	State Income Tax Withholding	20-22200-0000-1	34.36
EDD	INV0028048	09/19/2024	State Income Tax Withholding	30-22200-0000-1	568.59
EDD	INV0028048	09/19/2024	State Income Tax Withholding	31-22200-0000-1	253.45
EDD	INV0028048	09/19/2024	State Income Tax Withholding	32-22200-0000-1	677.98
EDD	INV0028048	09/19/2024	State Income Tax Withholding	34-22200-0000-1	25.44
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	01-22200-0000-1	371.86
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	20-22200-0000-1	42.35
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	30-22200-0000-1	237.67
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	31-22200-0000-1	93.07
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	32-22200-0000-1	262.75
EDD	INV0028049	09/19/2024	SDI - State Disability Insurance	34-22200-0000-1	19.75
EDD	INV0028050	09/19/2024	State Unemployment Insuran...	01-22250-0000-1	139.51
EDD	INV0028050	09/19/2024	State Unemployment Insuran...	20-22250-0000-1	22.48
EDD	INV0028050	09/19/2024	State Unemployment Insuran...	30-22250-0000-1	31.28
EDD	INV0028050	09/19/2024	State Unemployment Insuran...	32-22250-0000-1	78.64
EDD	INV0028051	09/19/2024	Employment Training Tax	01-22275-0000-1	2.98
EDD	INV0028051	09/19/2024	Employment Training Tax	20-22275-0000-1	0.47
EDD	INV0028051	09/19/2024	Employment Training Tax	30-22275-0000-1	0.67
EDD	INV0028051	09/19/2024	Employment Training Tax	32-22275-0000-1	1.67
				Vendor EDD - EDD Total:	**9,191.15**
Vendor: Edison - Edison					
Edison	Edison August 2024 Monthly B..	09/18/2024	700669486061	01-180-58100-0000-1	2,084.48
Edison	Edison August 2024 Monthly B..	09/18/2024	700671762228	01-180-58100-0000-1	31.43
Edison	Edison August 2024 Monthly B..	09/18/2024	Late Fees Street Lighting	01-180-58100-0000-1	52.65
Edison	Edison August 2024 Monthly B..	09/18/2024	700539630040	01-180-58100-0000-1	1,629.83
Edison	Edison August 2024 Monthly B..	09/18/2024	700457158822	01-180-58100-0000-1	526.57
Edison	Edison August 2024 Monthly B..	09/18/2024	700326486684	01-180-58100-0000-1	75.72
Edison	Edison August 2024 Monthly B..	09/18/2024	700091551977	01-180-58100-0000-1	13.95
Edison	Edison August 2024 Monthly B..	09/18/2024	700599695773	01-180-58100-0000-1	115.74
Edison	Edison August 2024 Monthly B..	09/18/2024	Late Fees Utilities	30-500-58000-0000-1	1.79
Edison	Edison August 2024 Monthly B..	09/18/2024	700494850594	30-500-58000-0000-1	249.07
Edison	Edison August 2024 Monthly B..	09/18/2024	700468456995	32-510-58000-0000-1	1,558.28
				Vendor Edison - Edison Total:	**6,339.51**
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Paymen...	INV0027955	09/19/2024	Federal Income Tax Withholdi...	01-22050-0000-1	990.69
Electronic Federal Tax Paymen...	INV0027956	09/19/2024	Social Security	01-22100-0000-1	850.62
Electronic Federal Tax Paymen...	INV0027961	09/19/2024	Medicare	01-22150-0000-1	198.94
Electronic Federal Tax Paymen...	INV0028015	09/19/2024	Federal Income Tax Withholdi...	01-22050-0000-1	8,190.79
Electronic Federal Tax Paymen...	INV0028015	09/19/2024	Federal Income Tax Withholdi...	30-22050-0000-1	14.19
Electronic Federal Tax Paymen...	INV0028015	09/19/2024	Federal Income Tax Withholdi...	32-22050-0000-1	14.18
Electronic Federal Tax Paymen...	INV0028016	09/19/2024	Social Security	01-22100-0000-1	10,765.70
Electronic Federal Tax Paymen...	INV0028016	09/19/2024	Social Security	30-22100-0000-1	19.92
Electronic Federal Tax Paymen...	INV0028016	09/19/2024	Social Security	32-22100-0000-1	19.94
Electronic Federal Tax Paymen...	INV0028021	09/19/2024	Medicare	01-22150-0000-1	2,517.78
Electronic Federal Tax Paymen...	INV0028021	09/19/2024	Medicare	30-22150-0000-1	4.66
Electronic Federal Tax Paymen...	INV0028021	09/19/2024	Medicare	32-22150-0000-1	4.64
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,059.26
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	20-22050-0000-1	112.65
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	30-22050-0000-1	1,042.12

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	31-22050-0000-1	392.19
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	32-22050-0000-1	1,560.76
Electronic Federal Tax Paymen...	INV0028046	09/19/2024	Federal Income Tax Withholdi...	34-22050-0000-1	115.44
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	01-22100-0000-1	4,191.40
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	20-22100-0000-1	477.40
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	30-22100-0000-1	2,678.62
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	31-22100-0000-1	1,048.62
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	32-22100-0000-1	2,963.32
Electronic Federal Tax Paymen...	INV0028047	09/19/2024	Social Security	34-22100-0000-1	222.62
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	01-22150-0000-1	980.32
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	20-22150-0000-1	111.64
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	30-22150-0000-1	626.50
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	31-22150-0000-1	245.26
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	32-22150-0000-1	692.90
Electronic Federal Tax Paymen...	INV0028052	09/19/2024	Medicare	34-22150-0000-1	52.06
			Vendor EFTPS - Electronic Federal Tax Payment System Total:		**43,165.13**
Vendor: Endura LLC - Endura LLC					
Endura LLC	Inv. 12926	09/23/2024	Inv. 12926 - Chairs for Dispatch	01-150-52920-0000-1	5,146.50
			Vendor Endura LLC - Endura LLC Total:		**5,146.50**
Vendor: Ennis-Flint - Ennis-Flint, Inc					
Ennis-Flint, Inc	INV 467217	09/24/2024	INV 467217 Traffic Crossing Pa...	01-180-56500-0000-1	2,915.46
			Vendor Ennis-Flint - Ennis-Flint, Inc Total:		**2,915.46**
Vendor: Court-Ordered Debt C - Franchise Tax Board					
Franchise Tax Board	INV0028045	09/19/2024	JK-348-6361 CD-9246-93088	01-22350-0000-1	298.16
			Vendor Court-Ordered Debt C - Franchise Tax Board Total:		**298.16**
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	Frontier August 24 53019821...	09/18/2024	Frontier August 24 53019821...	32-510-57800-0000-1	57.40
			Vendor Frontier - Frontier California Inc. Total:		**57.40**
Vendor: Jason E Furgason - Furgason Electric Inc					
Furgason Electric Inc	INV 278-1	09/18/2024	INV 278-1 Install Pipe and Fitti...	30-500-56410-0000-1	739.26
Furgason Electric Inc	INV 278-2	09/18/2024	INV 278-2 High and Low Volta...	30-500-56000-7820-1	745.53
Furgason Electric Inc	INV 278-3	09/18/2024	INV 278-3 Install, Disconnect,...	30-500-56000-7820-1	660.00
Furgason Electric Inc	INV 281-1 L	09/23/2024	INV 281-1 Lagoon 1 Emergenc...	30-500-56000-7820-1	472.50
Furgason Electric Inc	INV 282-1	09/23/2024	INV 282-1 Lagoon 1 Emergenc...	30-500-56000-7820-1	681.70
			Vendor Jason E Furgason - Furgason Electric Inc Total:		**3,298.99**
Vendor: Gabriela Bravo - Gabriela Bravo					
Gabriela Bravo	Inv00140	09/23/2024	Inv00140 Gabriela Bravo-Inter...	01-105-52200-0000-1	300.00
			Vendor Gabriela Bravo - Gabriela Bravo Total:		**300.00**
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	INV 848134	09/18/2024	INV 848134 Streets Operating...	01-180-57400-0000-1	43.28
Granite Auto Parts Inc	INV 848171	09/18/2024	INV 848171 Chainsaw Repair	20-200-57400-0000-1	634.50
Granite Auto Parts Inc	INV 848204	09/18/2024	INV 848204 2012 Silverado Tra...	01-180-56600-0000-1	194.30
Granite Auto Parts Inc	INV 848238	09/18/2024	INV 848238	01-180-56600-0000-1	8.10
Granite Auto Parts Inc	INV 848303	09/18/2024	INV 848303 Water Dept Vehic...	32-510-56600-0000-1	166.50
Granite Auto Parts Inc	INV 848316	09/18/2024	INV 848316 Streets Dept. Vehi...	01-180-56600-0000-1	74.66
Granite Auto Parts Inc	INV 848343	09/18/2024	INV 848343 Connector, Hose	32-510-56600-0000-1	27.80
Granite Auto Parts Inc	INV 848390	09/18/2024	INV 848390 Water Dept Vehic...	32-510-56600-0000-1	28.12
Granite Auto Parts Inc	INV 848393	09/18/2024	INV 848393 Concentrate Large...	32-510-57400-0000-1	56.15
Granite Auto Parts Inc	INV 848423	09/18/2024	INV 848423 Radio Charger	30-500-57400-0000-1	162.36
Granite Auto Parts Inc	INV 848425	09/18/2024	INV 848425 Saw and Windshie...	30-500-56410-0000-1	207.79
Granite Auto Parts Inc	INV 848541	09/23/2024	INV 848541 Nylon Rope	32-510-56400-0000-1	25.97
Granite Auto Parts Inc	INV 848552	09/23/2024	INV 848552 Chain for lifting h...	32-510-56410-0000-1	84.78
Granite Auto Parts Inc	INV 848562	09/23/2024	INV 848562 Spud Tool	32-510-57400-0000-1	46.54
Granite Auto Parts Inc	INV 848585	09/23/2024	INV 848585 Reducer Sleeve	32-510-56600-0000-1	25.97
Granite Auto Parts Inc	INV 848633	09/23/2024	INV 848633 WWTP Operating ...	30-500-57400-0000-1	180.83
Granite Auto Parts Inc	INV 848694	09/23/2024	INV 848694 Wheel Wiring	01-180-56500-0000-1	115.52
			Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:		**2,083.17**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-105-54000-0000-1	0.75
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-110-54000-0000-1	3.83
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-111-54000-0000-1	0.75
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-115-54000-0000-1	0.75
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-140-54000-0000-1	1.14
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-150-54000-0000-1	286.99
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-155-54000-0000-1	11.48
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-160-54000-0000-1	3.83
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-165-54000-0000-1	5.72
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-175-54000-0000-1	0.40
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	01-180-54000-0000-1	45.89
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	20-200-54000-0000-1	15.31
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	30-500-54000-0000-1	28.69
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	32-510-54000-0000-1	11.48
Gregs Petroleum	Fuel INV 480773 08/31/24	09/23/2024	Fuel INV 480773 08/31/24	34-520-54000-0000-1	22.97
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-105-54000-0000-1	0.29
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-110-54000-0000-1	1.49
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-111-54000-0000-1	0.29
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-115-54000-0000-1	0.29
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-140-54000-0000-1	0.44
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-150-54000-0000-1	111.58
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-155-54000-0000-1	4.46
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-160-54000-0000-1	1.49
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-165-54000-0000-1	2.22
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-175-54000-0000-1	0.15
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	01-180-54000-0000-1	17.84
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	20-200-54000-0000-1	5.95
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	30-500-54000-0000-1	11.15
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	32-510-54000-0000-1	4.46
Gregs Petroleum	Fuel INV 484458 09/17/24	09/24/2024	Fuel INV 484458 09/17/24	34-520-54000-0000-1	8.93
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-105-54000-0000-1	2.82
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-110-54000-0000-1	14.44
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-111-54000-0000-1	2.82
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-115-54000-0000-1	2.82
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-140-54000-0000-1	4.32
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-150-54000-0000-1	1,082.87
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-155-54000-0000-1	43.33
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-160-54000-0000-1	14.44
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-165-54000-0000-1	21.58
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-175-54000-0000-1	1.49
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	01-180-54000-0000-1	173.15
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	20-200-54000-0000-1	57.77
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	30-500-54000-0000-1	108.24
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	32-510-54000-0000-1	43.33
Gregs Petroleum	Fuel INV 477973	09/25/2024	Fuel INV 477973 08/16/24	34-520-54000-0000-1	86.66
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-105-54000-0000-1	2.93
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-110-54000-0000-1	14.97
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-111-54000-0000-1	2.93
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-115-54000-0000-1	2.93
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-140-54000-0000-1	4.47
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-150-54000-0000-1	1,122.71
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-155-54000-0000-1	44.92
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-160-54000-0000-1	14.97
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-165-54000-0000-1	22.37
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-175-54000-0000-1	1.55
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	01-180-54000-0000-1	179.52
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	20-200-54000-0000-1	59.90
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	30-500-54000-0000-1	112.22
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	32-510-54000-0000-1	44.92

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 478290	09/25/2024	Fuel INV 478290 08/20/24	34-520-54000-0000-1	89.84
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-105-54000-0000-1	2.61
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-110-54000-0000-1	13.35
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-111-54000-0000-1	2.61
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-115-54000-0000-1	2.61
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-140-54000-0000-1	3.99
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-150-54000-0000-1	1,000.86
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-155-54000-0000-1	40.05
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-160-54000-0000-1	13.35
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-165-54000-0000-1	19.95
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-175-54000-0000-1	1.38
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	01-180-54000-0000-1	160.04
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	20-200-54000-0000-1	53.40
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	30-500-54000-0000-1	100.04
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	32-510-54000-0000-1	40.05
Gregs Petroleum	Fuel INV 479343	09/25/2024	Fuel INV 479343 08/23/24	34-520-54000-0000-1	80.09
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-105-54000-0000-1	4.10
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-110-54000-0000-1	20.96
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-111-54000-0000-1	4.10
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-115-54000-0000-1	4.10
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-140-54000-0000-1	6.26
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-150-54000-0000-1	1,571.39
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-155-54000-0000-1	62.88
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-160-54000-0000-1	20.96
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-165-54000-0000-1	31.32
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-175-54000-0000-1	2.17
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	01-180-54000-0000-1	251.26
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	20-200-54000-0000-1	83.83
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	30-500-54000-0000-1	157.07
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	32-510-54000-0000-1	62.88
Gregs Petroleum	Fuel INV 479843	09/25/2024	Fuel INV 479843 08/27/24	34-520-54000-0000-1	125.75
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-105-54000-0000-1	2.32
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-110-54000-0000-1	11.89
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-111-54000-0000-1	2.32
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-115-54000-0000-1	2.32
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-140-54000-0000-1	3.55
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-150-54000-0000-1	891.28
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-155-54000-0000-1	35.66
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-160-54000-0000-1	11.89
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-165-54000-0000-1	17.76
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-175-54000-0000-1	1.23
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	01-180-54000-0000-1	142.51
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	20-200-54000-0000-1	47.55
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	30-500-54000-0000-1	89.09
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	32-510-54000-0000-1	35.66
Gregs Petroleum	Fuel INV 481193	09/25/2024	Fuel INV 481193 09/14/24	34-520-54000-0000-1	71.32
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-105-54000-0000-1	2.31
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-110-54000-0000-1	11.81
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-111-54000-0000-1	2.31
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-115-54000-0000-1	2.31
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-140-54000-0000-1	3.53
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-150-54000-0000-1	885.33
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-155-54000-0000-1	35.42
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-160-54000-0000-1	11.81
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-165-54000-0000-1	17.64
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-175-54000-0000-1	1.22
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	01-180-54000-0000-1	141.56
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	20-200-54000-0000-1	47.23
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	30-500-54000-0000-1	88.49
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	32-510-54000-0000-1	35.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 481464	09/25/2024	Fuel INV 481464 09/18/24	34-520-54000-0000-1	70.85
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-105-54000-0000-1	2.30
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-110-54000-0000-1	11.75
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-111-54000-0000-1	2.30
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-115-54000-0000-1	2.30
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-140-54000-0000-1	3.51
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-150-54000-0000-1	880.77
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-155-54000-0000-1	35.24
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-160-54000-0000-1	11.75
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-165-54000-0000-1	17.55
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-175-54000-0000-1	1.22
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	01-180-54000-0000-1	140.84
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	20-200-54000-0000-1	46.99
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	30-500-54000-0000-1	88.04
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	32-510-54000-0000-1	35.24
Gregs Petroleum	Fuel INV 482343	09/25/2024	Fuel INV 482343 09/21/24	34-520-54000-0000-1	70.49
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-105-54000-0000-1	2.71
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-110-54000-0000-1	13.85
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-111-54000-0000-1	2.71
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-115-54000-0000-1	2.71
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-140-54000-0000-1	4.14
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-150-54000-0000-1	1,038.19
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-155-54000-0000-1	41.54
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-160-54000-0000-1	13.85
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-165-54000-0000-1	20.69
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-175-54000-0000-1	1.43
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	01-180-54000-0000-1	166.00
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	20-200-54000-0000-1	55.39
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	30-500-54000-0000-1	103.77
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	32-510-54000-0000-1	41.54
Gregs Petroleum	Fuel INV 482939	09/25/2024	Fuel INV 482939 09/25/24	34-520-54000-0000-1	83.08
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-105-54000-0000-1	3.98
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-110-54000-0000-1	20.38
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-111-54000-0000-1	3.98
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-115-54000-0000-1	3.98
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-140-54000-0000-1	6.09
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-150-54000-0000-1	1,527.70
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-155-54000-0000-1	61.13
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-160-54000-0000-1	20.38
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-165-54000-0000-1	30.45
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-175-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	01-180-54000-0000-1	244.28
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	20-200-54000-0000-1	81.50
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	30-500-54000-0000-1	152.70
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	32-510-54000-0000-1	61.13
Gregs Petroleum	Fuel INV 483724	09/25/2024	Fuel INV 483724 09/28/24	34-520-54000-0000-1	122.26
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-105-54000-0000-1	5.06
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-110-54000-0000-1	25.88
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-111-54000-0000-1	5.06
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-115-54000-0000-1	5.06
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-140-54000-0000-1	7.73
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-150-54000-0000-1	1,940.34
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-155-54000-0000-1	77.64
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-160-54000-0000-1	25.88
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-165-54000-0000-1	38.67
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-175-54000-0000-1	2.68
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	01-180-54000-0000-1	310.25
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	20-200-54000-0000-1	103.52
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	30-500-54000-0000-1	193.95
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	32-510-54000-0000-1	77.64

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 484845	09/25/2024	Fuel INV 484845 10/04/24	34-520-54000-0000-1	155.28
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-105-54000-0000-1	1.95
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-110-54000-0000-1	9.97
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-111-54000-0000-1	1.95
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-115-54000-0000-1	1.95
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-140-54000-0000-1	2.98
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-150-54000-0000-1	747.84
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-155-54000-0000-1	29.92
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-160-54000-0000-1	9.97
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-165-54000-0000-1	14.90
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-175-54000-0000-1	1.03
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	01-180-54000-0000-1	119.58
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	20-200-54000-0000-1	39.90
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	30-500-54000-0000-1	74.75
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	32-510-54000-0000-1	29.92
Gregs Petroleum	Fuel INV 485220	09/25/2024	Fuel INV 485220 10/05/24	34-520-54000-0000-1	59.85
				Vendor Gregs Petroleum - Gregs Petroleum Total:	**20,064.28**
Vendor: gridiron real Estate - Gridiron Real Estate Investment Corp					
Gridiron Real Estate Investme...	Inv. 000477	09/18/2024	Inv. 000477 Background Invest..	01-150-52000-0000-1	500.00
				Vendor gridiron real Estate - Gridiron Real Estate Investment Corp Total:	**500.00**
Vendor: Home Depot - Home Depot					
Home Depot	INV 3971416	09/18/2024	INV 3971416 Streets Operatin...	01-180-57400-0000-1	223.04
Home Depot	INV 4971378	09/18/2024	INV 4971378 Operating Suppli...	30-500-57400-0000-1	221.83
Home Depot	INV 971169	09/18/2024	INV 971169 WW Operating Su...	30-500-57400-0000-1	62.73
Home Depot	INV 9971207	09/18/2024	INV 9971207 Veterans Hall Ma..	01-185-56400-0000-1	7.88
Home Depot	INV 2971487	09/23/2024	INV 2971487 Veteran's Hall R...	01-185-56400-0000-1	115.29
Home Depot	INV 3971419	09/23/2024	INV 3971419 Repair and Main...	32-510-56400-0000-1	207.18
Home Depot	INV 4971795	09/23/2024	INV 4971795 Lagoon 1 Emerg...	30-500-56000-7820-1	299.71
Home Depot	INV 5971749	09/23/2024	INV 5971749 WWTP Operating..	30-500-57400-0000-1	136.52
Home Depot	INV 8971270	09/23/2024	INV 8971270 Tools for deburri...	32-510-57400-0000-1	24.80
Home Depot	INV 971148	09/23/2024	INV 971148 Repair and Maint...	32-510-56400-0000-1	325.50
Home Depot	INV 9971215	09/23/2024	INV 9971215 WWTP Operating..	30-500-57400-0000-1	547.14
Home Depot	INV 2971491	09/24/2024	INV 2971491 City Hall Repair	01-190-56400-0000-1	55.73
Home Depot	INV 3971417	09/24/2024	INV 3971417 Water Dept Ope...	32-510-57400-0000-1	61.38
Home Depot	INV 3971436	09/24/2024	INV 3971436 WWTP Operatio...	30-500-57400-0000-1	154.42
Home Depot	INV 3971443	09/24/2024	INV 3971443 Water Dept Ope...	32-510-57400-0000-1	678.73
Home Depot	INV 3971444	09/24/2024	INV 3971444 LLMD Operating ...	20-200-57400-0000-1	215.42
Home Depot	INV 3971470	09/24/2024	INV 3971470 Transit Operating..	20-200-57400-0000-1	90.28
Home Depot	INV 4971793	09/24/2024	INV 4971793 WW Repair and...	30-500-56410-0000-1	415.94
Home Depot	INV 4971794	09/24/2024	INV 4971794 WWTP Repair a...	30-500-56410-0000-1	244.67
Home Depot	INV 6971732	09/24/2024	INV 6971732 City Hall Facility...	01-190-56400-0000-1	186.14
				Vendor Home Depot - Home Depot Total:	**4,274.33**
Vendor: Ileana Navarro - Ileana Navarro					
Ileana Navarro	09.09.24 Rental Deposit Navar...	09/18/2024	09.09.24 Rental Deposit Navar...	01-24000-0000-1	350.00
				Vendor Ileana Navarro - Ileana Navarro Total:	**350.00**
Vendor: INC - I-N-C Inc.					
I-N-C Inc.	INV20240445- HR Consultant	09/18/2024	INV20240445- HR Consultant	01-112-53200-0000-1	43.75
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-110-52000-0000-1	93.58
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-111-52000-0000-1	76.74
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-112-52000-0000-1	93.58
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-115-52000-0000-1	190.91
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-140-52000-0000-1	224.60
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-150-52000-0000-1	306.95
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-155-52000-0000-1	82.35
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-160-52000-0000-1	74.87
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-165-52000-0000-1	93.59
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-175-52000-0000-1	74.87
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	01-180-52000-0000-1	93.58
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	20-200-52000-0000-1	37.43

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	30-500-52000-0000-1	112.30
I-N-C Inc.	Supervisor Training Agreemen...	09/18/2024	Supervisor Training Agreemen...	32-510-52000-0000-1	194.65
				Vendor INC - I-N-C Inc. Total:	**1,793.75**
Vendor: INFOSEND, INC - INFOSEND, INC					
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 C...	30-500-52200-0000-1	26.46
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 P...	30-500-55600-0000-1	81.23
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 C...	31-505-52200-0000-1	26.46
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 P...	31-505-55600-0000-1	81.23
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 C...	32-510-52200-0000-1	26.54
INFOSEND, INC	INV269839	09/18/2024	INV269839 September 2024 P...	32-510-55600-0000-1	81.47
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Contra...	30-500-52200-0000-1	641.71
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Postage..	30-500-55600-0000-1	1,263.13
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Contra...	31-505-52200-0000-1	641.71
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Postage..	31-505-55600-0000-1	1,263.13
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Contra...	32-510-52200-0000-1	643.63
INFOSEND, INC	INV 265050	09/23/2024	INV 265050 June 2024 Postage..	32-510-55600-0000-1	1,266.93
				Vendor INFOSEND, INC - INFOSEND, INC Total:	**6,043.63**
Vendor: Interwest Consulting - Interwest Consulting Group, Inc					
Interwest Consulting Group, I...	INV 782607	09/23/2024	INV 782607 Hourly Plan Revie...	01-160-51400-0000-1	420.00
Interwest Consulting Group, I...	INV 540892	09/24/2024	INV 540892 Building Inspectio...	01-160-51400-0000-1	10,080.00
Interwest Consulting Group, I...	INV 573260	09/24/2024	INV 573260 Hourly Plan Revie...	01-160-51400-0000-1	1,705.00
Interwest Consulting Group, I...	INV 573440	09/24/2024	INV 573440 Hourly Plan Revie...	01-160-51400-0000-1	2,382.50
Interwest Consulting Group, I...	INV 586892	09/24/2024	INV 586892 Hourly Plan Revie...	01-160-51400-0000-1	2,170.00
Interwest Consulting Group, I...	INV 586925	09/24/2024	INV 586925 Hourly Plan Revie...	01-160-51400-0000-1	4,180.00
Interwest Consulting Group, I...	INV 600931	09/24/2024	INV 600931 Hourly Plan Revie...	01-160-51400-0000-1	2,090.00
Interwest Consulting Group, I...	INV 616112	09/24/2024	INV 616112 Hourly Plan Revie...	01-160-51400-0000-1	925.00
Interwest Consulting Group, I...	INV 631026	09/24/2024	INV 631026 Building Inspectio...	01-160-51400-0000-1	5,760.00
Interwest Consulting Group, I...	INV 662044	09/24/2024	INV 662044 Hourly Plan Revie...	01-160-51400-0000-1	1,040.00
Interwest Consulting Group, I...	INV 760156	09/24/2024	INV 760156 Hourly Plan Revie...	01-160-51400-0000-1	2,280.00
				Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:	**33,032.50**
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	INV 49289	09/23/2024	INV 49289 Gasket Replaceme...	32-510-56410-0000-1	32.02
Irrigation Concepts	INV 49291	09/23/2024	INV 49291 Gasket Replaceme...	32-510-56410-0000-1	32.02
Irrigation Concepts	INV 49301	09/23/2024	INV 49301 Domestic Booster, ...	30-500-56410-0000-1	225.00
Irrigation Concepts	INV 49317	09/23/2024	INV 49317 Lagoon 1 Emergen...	30-500-56000-7820-1	625.00
Irrigation Concepts	INV 49263	09/24/2024	INV 49263 PVC Pipe	20-200-56700-0000-1	64.28
				Vendor Irrigation Concepts - Irrigation Concepts Total:	**978.32**
Vendor: JAC Services, Inc. - JAC Services, Inc.					
JAC Services, Inc.	INV 43604	09/18/2024	INV 43604 Truck Maintenance	32-510-56600-0000-1	505.00
				Vendor JAC Services, Inc. - JAC Services, Inc. Total:	**505.00**
Vendor: JC Concrete Construc - JC Concrete Construction Inc.					
JC Concrete Construction Inc.	INV 1028	09/24/2024	INV 1028 Concrete Curb	30-500-56410-0000-1	4,160.00
				Vendor JC Concrete Construc - JC Concrete Construction Inc. Total:	**4,160.00**
Vendor: Jesscuh LLC - Jesscuh LLC					
Jesscuh LLC	Inv. 6- Prime Design- White Y...	09/24/2024	Inv. 6- Prime Design- White Y...	01-105-57100-0000-1	292.28
				Vendor Jesscuh LLC - Jesscuh LLC Total:	**292.28**
Vendor: John Hancock - John Hancock					
John Hancock	INV0027995	09/19/2024	401K - Employer	01-20800-0000-1	4,590.75
John Hancock	INV0027995	09/19/2024	401K - Employer	30-20800-0000-1	16.08
John Hancock	INV0027995	09/19/2024	401K - Employer	32-20800-0000-1	16.06
John Hancock	INV0027996	09/19/2024	401K - Employee	01-20800-0000-1	3,418.82
John Hancock	INV0028003	09/19/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0028004	09/19/2024	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0028005	09/19/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0028006	09/19/2024	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0028007	09/19/2024	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0028008	09/19/2024	401k Contribution	01-20800-0000-1	354.67
John Hancock	INV0028009	09/19/2024	401k Contribution	01-20800-0000-1	304.67

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0028010	09/19/2024	401k Contribution	01-20800-0000-1	265.76
John Hancock	INV0028011	09/19/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0028012	09/19/2024	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0028013	09/19/2024	401k Contribution	01-20800-0000-1	801.20
John Hancock	INV0028022	09/19/2024	401K - Employer	01-20800-0000-1	2,069.25
John Hancock	INV0028022	09/19/2024	401K - Employer	20-20800-0000-1	47.82
John Hancock	INV0028022	09/19/2024	401K - Employer	30-20800-0000-1	1,803.92
John Hancock	INV0028022	09/19/2024	401K - Employer	31-20800-0000-1	784.90
John Hancock	INV0028022	09/19/2024	401K - Employer	32-20800-0000-1	1,849.36
John Hancock	INV0028023	09/19/2024	401K - Employee	01-20800-0000-1	602.39
John Hancock	INV0028023	09/19/2024	401K - Employee	20-20800-0000-1	107.89
John Hancock	INV0028023	09/19/2024	401K - Employee	30-20800-0000-1	502.20
John Hancock	INV0028023	09/19/2024	401K - Employee	31-20800-0000-1	269.99
John Hancock	INV0028023	09/19/2024	401K - Employee	32-20800-0000-1	610.93
John Hancock	INV0028024	09/19/2024	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0028031	09/19/2024	401K Loan 2	01-20800-0000-1	2.99
John Hancock	INV0028031	09/19/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0028031	09/19/2024	401K Loan 2	32-20800-0000-1	4.45
John Hancock	INV0028032	09/19/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0028033	09/19/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0028034	09/19/2024	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0028034	09/19/2024	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0028035	09/19/2024	401K Loan 4	01-20800-0000-1	51.08
John Hancock	INV0028035	09/19/2024	401K Loan 4	20-20800-0000-1	1.57
John Hancock	INV0028036	09/19/2024	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0028037	09/19/2024	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0028038	09/19/2024	401k Contribution	01-20800-0000-1	236.75
John Hancock	INV0028038	09/19/2024	401k Contribution	20-20800-0000-1	7.33
John Hancock	INV0028039	09/19/2024	401k Contribution	01-20800-0000-1	128.86
John Hancock	INV0028039	09/19/2024	401k Contribution	30-20800-0000-1	193.28
John Hancock	INV0028039	09/19/2024	401k Contribution	32-20800-0000-1	193.25
John Hancock	INV0028040	09/19/2024	401k Contribution	34-20800-0000-1	177.12
John Hancock	INV0028041	09/19/2024	401k Contribution	01-20800-0000-1	232.32
John Hancock	INV0028053	09/19/2024	401K - Employer	30-20800-0000-1	50.40
John Hancock	INV0028053	09/19/2024	401K - Employer	31-20800-0000-1	50.40
John Hancock	INV0028053	09/19/2024	401K - Employer	32-20800-0000-1	51.92
				Vendor John Hancock - John Hancock Total:	**22,982.08**
Vendor: J's Automotive - J's Automotive					
J's Automotive	INV 9725	09/18/2024	INV 9725 45 Day Inspection	34-520-56600-0000-1	128.36
				Vendor J's Automotive - J's Automotive Total:	**128.36**
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	August 2024 Gate Fees	09/18/2024	August 2024 Gate Fees	31-505-52800-0000-1	5,603.93
				Vendor K.C. Waste - K.C. Waste Total:	**5,603.93**
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV 65293	09/18/2024	INV 65293 Various Street Signs	01-180-57400-0000-1	870.69
KRC SAFETY CO INC	INV 65294	09/18/2024	INV 65294 Stop Signs	01-180-57400-0000-1	715.35
KRC SAFETY CO INC	INV 65352	09/18/2024	INV 65352 Streets Dept. Truss...	01-180-56410-0000-1	60.22
KRC SAFETY CO INC	INV 65353	09/18/2024	INV 65353 Street Paint and Ma..	01-180-56410-0000-1	442.35
				Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:	**2,088.61**
Vendor: leadsonline parent l - LeadsOnline Parent LLC					
LeadsOnline Parent LLC	Inv. 413046	09/18/2024	Inv. 413046 CellHawk - Trainin...	01-150-53100-2534-1	2,995.00
				Vendor leadsonline parent l - LeadsOnline Parent LLC Total:	**2,995.00**
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 17083442	09/24/2024	INV 17083442 Xerox C8155 ...	01-130-52200-0000-1	400.53
				Vendor Leaf - LEAF Capital Funding LLC Total:	**400.53**
Vendor: MOR100 - Maria Moreno					
Maria Moreno	Maria Moreno Reimbursemen...	09/18/2024	Maria Moreno Reimbursemen...	34-520-51800-0000-1	205.68
				Vendor MOR100 - Maria Moreno Total:	**205.68**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Matthew Dewar - Matthew Dewar					
Matthew Dewar	Field Training Officer Update ...	09/24/2024	FTO Course - Travel (Bakersfie...	01-150-52010-0000-1	233.16
				Vendor Matthew Dewar - Matthew Dewar Total:	**233.16**
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 34610	09/18/2024	INV 34610 New Tire Titan and...	01-180-56430-0000-1	355.00
McFarland Tire	INV 35324	09/23/2024	INV 35324 Truck 33 Fix Tire	32-510-56600-0000-1	15.00
McFarland Tire	INV 35381	09/23/2024	INV 35381 Heavy Equipment ...	30-500-56430-0000-1	220.00
McFarland Tire	INV 35488	09/23/2024	INV 35488 Fix Flat Tire	01-180-56410-0000-1	20.00
				Vendor McFarland Tire - McFarland Tire Total:	**610.00**
Vendor: Harbor Freight - Multi Service Technology Solutions, Inc					
Multi Service Technology Solut..	INV 5f87d713	09/18/2024	INV 5f87d713 Battery Charger,..	30-500-56410-0000-1	196.98
Multi Service Technology Solut..	CC #9662 09.17.24 Harbor Fre...	09/23/2024	CC #9662 09.17.24 Harbor Fre...	32-510-56410-0000-1	146.11
				Vendor Harbor Freight - Multi Service Technology Solutions, Inc Total:	**343.09**
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV I-7438-1	09/18/2024	INV I-7438-1 Service Call	01-190-56400-0000-1	215.00
Munguia Heating & Air Condit...	INV I-7540-1	09/18/2024	INV I-7540-1 Capacitor Round ...	30-500-52910-2530-1	275.00
Munguia Heating & Air Condit...	UBV I-7459-1	09/18/2024	UBV I-7459-1 Condenser Fan ...	01-190-56400-0000-1	520.00
				Vendor Munguia - Munguia Heating & Air Conditioning Total:	**1,010.00**
Vendor: Kool Auto Air - Napanee Inc					
Napanee Inc	Inv. 084687	09/18/2024	Inv. 084687 - K9 Kennel Unit ...	01-150-52940-0000-1	1,381.38
				Vendor Kool Auto Air - Napanee Inc Total:	**1,381.38**
Vendor: Office Depot - Office Depot					
Office Depot	INV 375917777001	09/18/2024	INV 375917777001 Streets De...	01-180-57200-0000-1	71.57
Office Depot	INV 382637952001	09/18/2024	INV 382637952001 WWTP Op...	30-500-57200-0000-1	176.92
Office Depot	INV 382639160001	09/18/2024	INV 382639160001 Desk Cale...	30-500-57200-0000-1	8.56
Office Depot	INV 382134040001	09/23/2024	INV 382134040001 Finance D...	01-115-57200-0000-1	4.80
Office Depot	INV 382134040001	09/23/2024	INV 382134040001 Finance D...	30-500-57200-0000-1	14.39
Office Depot	INV 382134040001	09/23/2024	INV 382134040001 Finance D...	31-505-57200-0000-1	14.39
Office Depot	INV 382134040001	09/23/2024	INV 382134040001 Finance D...	32-510-57200-0000-1	14.39
Office Depot	INV 382502440001	09/23/2024	INV 382502440001 Paper Tray	01-180-57200-0000-1	12.99
Office Depot	INV 382502440001	09/23/2024	INV 382502440001 Paper Tray	32-510-57200-0000-1	12.99
Office Depot	INV 382502440001	09/23/2024	INV 382502440001 Paper Tray	34-520-57200-0000-1	12.98
Office Depot	INV 382502527001	09/23/2024	INV 382502527001 PW Office ...	01-180-57200-0000-1	79.24
Office Depot	INV 382502527001	09/23/2024	INV 382502527001 PW Office ...	32-510-57200-0000-1	79.24
Office Depot	INV 382502527001	09/23/2024	INV 382502527001 PW Office ...	34-520-57200-0000-1	79.25
Office Depot	INV 382502530001	09/23/2024	INV 382502530001 Aerosol	01-180-57200-0000-1	12.26
Office Depot	INV 382502530001	09/23/2024	INV 382502530001 Aerosol	32-510-57200-0000-1	12.27
Office Depot	INV 382502530001	09/23/2024	INV 382502530001 Aerosol	34-520-57200-0000-1	12.26
Office Depot	Inv. 384362668001	09/23/2024	Inv. 384362668001 Police Dep...	01-150-57200-0000-1	97.73
Office Depot	Inv. 384403228001	09/23/2024	Inv. 384403228001 Police Dep...	01-150-57200-0000-1	37.07
Office Depot	Inv. 377272683001	09/24/2024	Inv. 377272683001 HR Office ...	01-112-57200-0000-1	261.09
Office Depot	Inv. 377272730001	09/24/2024	Inv. 377272683001 HR Office ...	01-112-57200-0000-1	23.77
				Vendor Office Depot - Office Depot Total:	**1,038.16**
Vendor: vel200 - Olivia Velo					
Olivia Velo	Reimbursement-Meals & IE - ...	09/18/2024	Reimbursement-Meals & IE - ...	01-150-52010-0000-1	379.50
				Vendor vel200 - Olivia Velo Total:	**379.50**
Vendor: P & J Electric - P & J Electric					
P & J Electric	INV 9014	09/24/2024	INV 9014 Well #6 Motor Repair	32-510-56400-0000-1	2,972.37
				Vendor P & J Electric - P & J Electric Total:	**2,972.37**
Vendor: PG&E COMPANY - PG&E COMPANY					
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	0891499733-6	01-180-58000-0000-1	210.96
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	7576987527-1	01-180-58000-0000-1	701.88
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	4022268837-2	01-180-58000-0000-1	566.44
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	6094933730-1	01-180-58100-0000-1	271.64
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	0741726506-8	01-180-58100-0000-1	1,416.83
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	5568620890-5	01-180-58100-0000-1	27.73
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	7663752590-8	01-180-58100-0000-1	71.94
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	1601672325-2	01-180-58100-0000-1	733.05

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	5629608181-5	01-180-58100-0000-1	74.21
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	5794429226-7	20-200-58100-0000-1	855.81
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	0309941756-4	20-200-58100-0000-1	814.61
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	3047362805-2	20-200-58100-0000-1	225.96
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	5842445837-8	30-500-58000-0000-1	759.03
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	9048125100-8	30-500-58000-0000-1	346.94
PG&E COMPANY	PG&E Past Due Accounts	09/18/2024	0843084856-7	32-510-58000-0000-1	783.66
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	9777659623-7	01-180-58000-0000-1	9.88
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	4453174177-3	01-180-58000-0000-1	1,799.15
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	7576987527-1	01-180-58000-0000-1	396.17
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	2514556883-5	01-180-58000-0000-1	159.07
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	4022268837-2	01-180-58000-0000-1	148.70
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0891499733-6	01-180-58000-0000-1	89.63
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0664171738-1	01-180-58000-0000-1	65.40
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0741726506-8	01-180-58100-0000-1	536.30
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	3877090180-9	01-180-58100-0000-1	451.21
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	2012021553-6	01-180-58100-0000-1	1,078.50
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	1601672325-2	01-180-58100-0000-1	291.60
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5568620890-5	01-180-58100-0000-1	10.25
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5490736244-3	01-180-58100-0000-1	12.32
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	6094933730-1	01-180-58100-0000-1	212.61
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5629608181-5	01-180-58100-0000-1	28.86
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	4483764300-4	01-180-58100-0000-1	53.49
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	356448726-8	01-180-58100-0000-1	60.12
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	7663752590-8	01-180-58100-0000-1	26.19
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	4191871709-5	01-185-58000-0000-1	2,062.96
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	7668473786-9	01-190-58000-0000-1	4,793.53
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0309941756-4	20-200-58100-0000-1	256.13
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	7336692458-4	20-200-58100-0000-1	1,549.04
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5794429226-7	20-200-58100-0000-1	241.18
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0979037755-1	20-200-58100-0000-1	9.86
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	6372122228-7	20-200-58100-0000-1	772.69
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	3047362805-2	20-200-58100-0000-1	170.78
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	9048125100-8	30-500-58000-0000-1	307.50
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5490736244-3	30-500-58000-0000-1	12.32
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	5842445837-8	30-500-58000-0000-1	270.46
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	7699604118-2	32-510-58000-0000-1	4,496.58
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0843084856-7	32-510-58000-0000-1	322.09
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0382494192-0	32-510-58000-0000-1	9.85
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	2687153110-4	32-510-58000-0000-1	19,279.81
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	0425382282-1	32-510-58000-0000-1	138.76
PG&E COMPANY	PG&E September 2024 Month...	09/18/2024	6395880662-0	32-510-58000-0000-1	24.64
				Vendor PG&E COMPANY - PG&E COMPANY Total:	**48,008.32**
Vendor: Phoenix Group - Phoenix Group					
Phoenix Group	Citation Processing Services - #..	09/18/2024	Citation Processing Services - #..	01-165-56000-0000-1	228.99
				Vendor Phoenix Group - Phoenix Group Total:	**228.99**
Vendor: Pitney Bowes Global - Pitney Bowes Global					
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-105-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-110-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-115-55600-0000-1	16.35
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-130-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-140-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-150-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-155-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-160-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-165-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	01-175-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	30-500-55600-0000-1	16.33
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	31-505-55600-0000-1	16.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pitney Bowes Global	INV 3106825329	09/18/2024	INV 3106825329 07/10-10/09...	32-510-55600-0000-1	16.35
			Vendor Pitney Bowes Global - Pitney Bowes Global Total:		**212.33**
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	Inv. 97820	09/18/2024	Inv. 97820 Office Name Plates ..	01-110-57200-0000-1	20.58
Raymond's Trophy	Inv. 97820	09/18/2024	Inv. 97820 Office Name Plates ..	01-111-57200-0000-1	10.28
Raymond's Trophy	Inv. 97820	09/18/2024	Inv. 97820 Office Name Plates ..	01-112-57200-0000-1	10.28
Raymond's Trophy	Inv. 97820	09/18/2024	Inv. 97820 Office Name Plates ..	01-140-57200-0000-1	10.28
Raymond's Trophy	INV 97876	09/24/2024	INV 97876 Recognition Valadao	01-112-57100-0000-1	42.60
Raymond's Trophy	INV 97912	09/23/2024	INV 97912 Erika De La Cruz Pla..	01-112-57100-0000-1	10.28
			Vendor Raymond's Trophy - Raymond's Trophy Total:		**104.30**
Vendor: Arrowhead - Ready Refresh					
Ready Refresh	WWTP & Animal Control INV2...	09/18/2024	WWTP & Animal Control INV2...	01-130-57200-0000-1	37.48
Ready Refresh	WWTP & Animal Control INV2...	09/18/2024	WWTP & Animal Control INV2...	30-500-57200-0000-1	37.48
			Vendor Arrowhead - Ready Refresh Total:		**74.96**
Vendor: Richards, Watson & G - Richards, Watson & G					
Richards, Watson & G	INV 247667	09/18/2024	INV 247667 FY 23-24 Professi...	01-130-56100-0000-1	100.64
			Vendor Richards, Watson & G - Richards, Watson & G Total:		**100.64**
Vendor: SJVA - San Joaquin Valley Air Pollution Control District					
San Joaquin Valley Air Pollutio...	INV S172373	09/23/2024	INV S172373 23/24 Annual Pe...	32-510-53250-0000-1	865.50
San Joaquin Valley Air Pollutio...	INV S177818 450	09/24/2024	INV S177818 450 Catepillar M...	32-510-53250-0000-1	577.00
San Joaquin Valley Air Pollutio...	INV S177870	09/24/2024	INV S177870 Powering an Elec...	30-500-53250-0000-1	577.00
San Joaquin Valley Air Pollutio...	INV S177952	09/24/2024	INV S177952 Cummins Model ...	01-185-56400-0000-1	143.00
			Vendor SJVA - San Joaquin Valley Air Pollution Control District Total:		**2,162.50**
Vendor: Meister Sealcoat & S - SealMaster Bakerfield					
SealMaster Bakerfield	INV 68451	09/24/2024	INV 68451 Streets Repair	01-180-56500-0000-1	2,070.28
			Vendor Meister Sealcoat & S - SealMaster Bakerfield Total:		**2,070.28**
Vendor: nin100 - Serenity S Nino					
Serenity S Nino	New Hire Uniform Reimburse...	09/18/2024	New Hire Uniform Reimburse...	01-150-51800-0000-1	960.92
			Vendor nin100 - Serenity S Nino Total:		**960.92**
Vendor: Spectrum - Spectrum					
Spectrum	Spectrum Sept. 24 Monthly I...	09/18/2024	Spectrum Sept. 24 Monthly I...	01-130-54800-0000-1	1,190.00
			Vendor Spectrum - Spectrum Total:		**1,190.00**
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	Inv. 302577-0	09/23/2024	Inv. 302577-0 Office Supplies	01-150-57200-0000-1	214.68
			Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:		**214.68**
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 363035	09/24/2024	INV 363035 Bakersfield Califo...	25-000-52960-2404-1	853.44
			Vendor Bakersfield Cal. - The Bakersfield Californian Total:		**853.44**
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1974	06/19/2024	INV 1974 Genral Pest Service ...	01-180-56000-0000-1	56.10
Torpedo Pest Control	INV 1974	06/19/2024	INV 1974 Genral Pest Service ...	30-500-56000-7820-1	56.10
Torpedo Pest Control	INV 1974	06/19/2024	INV 1974 Genral Pest Service ...	32-510-56000-0000-1	57.80
Torpedo Pest Control	Inv. 1975	06/19/2024	Inv. 1975 Wasp Control - One...	01-155-56400-0000-1	80.00
Torpedo Pest Control	INV 1863	09/23/2024	INV 1863 General Pest Service...	01-155-56400-0000-1	20.00
			Vendor Torpedo - Torpedo Pest Control Total:		**270.00**
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	INV 025-477428	09/18/2024	INV 025-477428 Tyler Tutoring..	01-310-52200-0000-1	300.00
			Vendor Tyler Technologies - Tyler Technologies Total:		**300.00**
Vendor: ubaldo weiss - Ubaldo J. Weiss					
Ubaldo J. Weiss	Reimbursement-Meals & IE - 6..	09/18/2024	Reimbursement-Meals & IE - 6..	01-150-53100-2534-1	2,104.50
			Vendor ubaldo weiss - Ubaldo J. Weiss Total:		**2,104.50**
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrex Management Services L...	Inv. 4172741	09/18/2024	Inv. 4172741 CN33785-01 (C...	01-130-52200-0000-1	189.17
Ultrex Management Services L...	Inv. 4174993	09/18/2024	Inv. 4174993 CN29305-01 (Sq...	01-150-52200-0000-1	138.63
			Vendor ultrex management - Ultrex Management Services LLC Total:		**327.80**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: USA Waste of Califor - USA Waste of California, Inc.					
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	01-100-41300-0000-1	-4,359.97
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	01-100-41300-0000-1	-1,342.03
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	01-100-41300-0000-1	-225.99
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	31-505-52400-0000-1	87,199.47
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	31-505-52400-0000-1	2,259.86
USA Waste of California, Inc.	August 2024 Waste Managem...	09/24/2024	August 2024 Waste Managem...	31-505-52500-0000-1	13,420.29
				Vendor USA Waste of Califor - USA Waste of California, Inc. Total:	**96,951.63**
Vendor: VENTURA CIRCUS - VENTURA CIRCUS					
VENTURA CIRCUS	Ventura Circus Temporary Use...	09/18/2024	Ventura Circus Temporary Use...	01-140-41400-0000-1	260.00
				Vendor VENTURA CIRCUS - VENTURA CIRCUS Total:	**260.00**
Vendor: Verizon Business - Verizon Business					
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-105-57800-0000-1	219.82
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-115-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-140-57800-0000-1	25.16
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-160-57800-0000-1	8.39
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-165-57800-0000-1	8.39
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	30-500-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	31-505-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	32-510-57800-0000-1	4.20
				Vendor Verizon Business - Verizon Business Total:	**303.70**
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	Inv. 00553759-00	09/23/2024	Inv. 00553759-00 N. Landeros...	01-105-56000-0000-1	4.50
Vernon C. Sorenson	Inv. 00553759-00	09/23/2024	Inv. 00553759-00 N. Landeros...	01-110-56000-0000-1	1.50
Vernon C. Sorenson	Inv. 00553759-00	09/23/2024	Inv. 00553759-00 N. Landeros...	30-500-56000-0000-1	4.50
Vernon C. Sorenson	Inv. 00553759-00	09/23/2024	Inv. 00553759-00 N. Landeros...	32-510-56000-0000-1	4.50
Vernon C. Sorenson	Inv. 00554273-00	09/23/2024	Inv. 00554273-00 Physical	32-510-56000-0000-1	215.00
Vernon C. Sorenson	Inv. 00553216-00	09/24/2024	Inv. 00553216-00 Physical Ex...	01-180-56000-0000-1	146.00
Vernon C. Sorenson	Inv. 00553216-00	09/24/2024	Inv. 00553216-00 Physical Ex...	20-200-56000-0000-1	54.00
Vernon C. Sorenson	Inv. 00553216-00	09/24/2024	Inv. 00553216-00 Physical Ex...	32-510-56000-0000-1	215.00
Vernon C. Sorenson	Inv. 00554931-00	09/24/2024	00554931-00 Drug Screen	01-140-52200-0000-1	35.00
Vernon C. Sorenson	Inv. 00554931-00	09/24/2024	Inv. 00554931-00 Audiometry...	01-140-52200-0000-1	30.00
Vernon C. Sorenson	Inv. 00554931-00	09/24/2024	00554931-00 TB Test	01-140-52200-0000-1	15.00
Vernon C. Sorenson	Inv. 00554931-00	09/24/2024	Inv. 00554931-00 Physical Ex...	01-140-52200-0000-1	65.00
Vernon C. Sorenson	Inv.00554048-00	09/24/2024	Inv. 00554048-00 X-ray Chest ...	01-180-56000-0000-1	47.45
Vernon C. Sorenson	Inv.00554048-00	09/24/2024	Inv. 00554048-00 X-ray Chest ...	20-200-56000-0000-1	17.55
Vernon C. Sorenson	Inv.00554665-00	09/24/2024	Inv. Inv.00554665-00 Physical ...	01-150-56000-0000-1	352.00
				Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:	**1,207.00**
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR2083942	09/24/2024	INV 24AR2083942 Monthly C...	01-130-54800-0000-1	470.39
				Vendor Visual Edge - Visual Edge IT, Inc. Total:	**470.39**
				Grand Total:	**544,240.14**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	254,381.34
20 - LIGHTING & LANDSCAPING-DISTRICT 1	12,944.69
25 - CAPITAL IMPROVEMENTS PROJECTS	22,690.83
30 - SEWER	54,167.22
31 - REFUSE/RECYCLING	117,572.45
32 - WATER	77,458.54
34 - PUBLIC TRANSPORTATION	5,025.07
Grand Total:	**544,240.14**

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-5,927.99
01-105-50600-0000-1	Workers Compensation …	114.70
01-105-52200-0000-1	Contract Services	300.00
01-105-54000-0000-1	Fuel	34.13
01-105-54400-0000-1	Insurance - CSJV Rsk M…	90.47
01-105-55600-0000-1	Postage	16.33
01-105-56000-0000-1	Professional Services - O…	4.50
01-105-57100-0000-1	Special Activities	292.28
01-105-57800-0000-1	Telephone & Communic…	219.82
01-110-50600-0000-1	Workers Compensation …	516.14
01-110-52000-0000-1	Conferences/Meetings/T…	93.58
01-110-54000-0000-1	Fuel	174.57
01-110-54400-0000-1	Insurance - CSJV Rsk M…	407.11
01-110-55600-0000-1	Postage	16.33
01-110-56000-0000-1	Professional Services - O…	1.50
01-110-57200-0000-1	Supplies - Office	20.58
01-111-50600-0000-1	Workers Compensation …	262.17
01-111-52000-0000-1	Conferences/Meetings/T…	76.74
01-111-54000-0000-1	Fuel	34.13
01-111-54400-0000-1	Insurance - CSJV Rsk M…	206.79
01-111-57200-0000-1	Supplies - Office	10.28
01-112-50600-0000-1	Workers Compensation …	221.20
01-112-52000-0000-1	Conferences/Meetings/T…	93.58
01-112-53200-0000-1	Dues & Subscriptions	43.75
01-112-54400-0000-1	Insurance - CSJV Rsk M…	174.48
01-112-57100-0000-1	Special Activities	52.88
01-112-57200-0000-1	Supplies - Office	295.14
01-115-50600-0000-1	Workers Compensation …	868.43
01-115-52000-0000-1	Conferences/Meetings/T…	190.91
01-115-54000-0000-1	Fuel	34.13
01-115-54400-0000-1	Insurance - CSJV Rsk M…	684.98
01-115-55600-0000-1	Postage	16.35
01-115-57200-0000-1	Supplies - Office	4.80
01-115-57800-0000-1	Telephone & Communic…	12.58
01-130-51200-0000-1	Bank Charges	144.62
01-130-52200-0000-1	Contract Services	776.28
01-130-54800-0000-1	Maintenance Agreements	1,660.39
01-130-55600-0000-1	Postage	16.33
01-130-56100-0000-1	Legal Services	100.64
01-130-57200-0000-1	Supplies - Office	37.48
01-140-41400-0000-1	Planning & Engineering …	260.00
01-140-50600-0000-1	Workers Compensation …	2,146.49
01-140-52000-0000-1	Conferences/Meetings/T…	224.60
01-140-52200-0000-1	Contract Services	145.00
01-140-54000-0000-1	Fuel	52.15
01-140-54400-0000-1	Insurance - CSJV Rsk M…	1,693.07

Account Summary

Account Number	Account Name	Payment Amount
01-140-55600-0000-1	Postage	16.33
01-140-56000-0000-1	Professional Services - O…	430.00
01-140-57200-0000-1	Supplies - Office	10.28
01-140-57800-0000-1	Telephone & Communic…	25.16
01-150-50600-0000-1	Workers Compensation …	38,595.81
01-150-51800-0000-1	Clothing Allowance	960.92
01-150-52000-0000-1	Conferences/Meetings/T…	806.95
01-150-52010-0000-1	Conference/Meeting/Tr…	1,019.66
01-150-52200-0000-1	Contract Services	180.40
01-150-52920-0000-1	Furniture (Capital)	5,146.50
01-150-52940-0000-1	Vehicles (Capital)	1,381.38
01-150-53100-2534-1	Grant Expenditures - Fen…	5,099.50
01-150-54000-0000-1	Fuel	13,087.85
01-150-54400-0000-1	Insurance - CSJV Rsk M…	30,442.97
01-150-55600-0000-1	Postage	16.33
01-150-56000-0000-1	Professional Services - O…	352.00
01-150-56600-0000-1	Repairs & Maintenance -…	1,242.68
01-150-57200-0000-1	Supplies - Office	349.48
01-155-50600-0000-1	Workers Compensation …	2,039.98
01-155-52000-0000-1	Conferences/Meetings/T…	82.35
01-155-54000-0000-1	Fuel	523.67
01-155-54400-0000-1	Insurance - CSJV Rsk M…	1,609.06
01-155-55600-0000-1	Postage	16.33
01-155-56400-0000-1	Repairs & Maint - Build &..	100.00
01-160-50600-0000-1	Workers Compensation …	1,441.92
01-160-51400-0000-1	Builiding Plan Check/Ins…	33,032.50
01-160-52000-0000-1	Conferences/Meetings/T…	74.87
01-160-54000-0000-1	Fuel	174.57
01-160-54400-0000-1	Insurance - CSJV Rsk M…	1,137.33
01-160-55600-0000-1	Postage	16.33
01-160-57800-0000-1	Telephone & Communic…	8.39
01-165-50600-0000-1	Workers Compensation …	1,122.40
01-165-52000-0000-1	Conferences/Meetings/T…	93.59
01-165-54000-0000-1	Fuel	260.82
01-165-54400-0000-1	Insurance - CSJV Rsk M…	885.31
01-165-55600-0000-1	Postage	16.33
01-165-56000-0000-1	Professional Services-Ot…	228.99
01-165-57800-0000-1	Telephone & Communic…	8.39
01-175-50600-0000-1	Workers Compensation …	1,179.75
01-175-52000-0000-1	Conferences/Meetings/T…	74.87
01-175-54000-0000-1	Fuel	18.06
01-175-54400-0000-1	Insurance - CSJV Rsk M…	930.54
01-175-55600-0000-1	Postage	16.33
01-180-50600-0000-1	Workers Compensation …	4,465.02
01-180-51800-0000-1	Clothing Allowance	267.35
01-180-52000-0000-1	Conferences/Meetings/T…	93.58
01-180-54000-0000-1	Fuel	2,092.72
01-180-54400-0000-1	Insurance - CSJV Rsk M…	3,521.84
01-180-56000-0000-1	Professional Services - O…	249.55
01-180-56410-0000-1	Repairs & Maintenance …	522.57
01-180-56430-0000-1	Repairs & Maintenance -…	355.00
01-180-56500-0000-1	Repairs/Maintenance St…	5,101.26
01-180-56600-0000-1	Repairs/Maintenance - …	277.06
01-180-57200-0000-1	Supplies - Office	176.06
01-180-57400-0000-1	Supplies - Operating	1,852.36
01-180-57800-0000-1	Telephone & Communic…	90.10
01-180-58000-0000-1	Utilities	4,147.28
01-180-58050-0000-1	Utilities Other	897.55

Account Summary

Account Number	Account Name	Payment Amount
01-180-58100-0000-1	Street Lighting	9,887.22
01-185-56400-0000-1	Repairs & Maint - Build &..	266.17
01-185-58000-0000-1	Utilities	2,062.96
01-190-50600-0000-1	Workers Compensation …	884.81
01-190-52200-0000-1	Contract Services	1,200.00
01-190-54400-0000-1	Insurance - CSJV Rsk M…	697.91
01-190-56400-0000-1	Repairs & Maint - Build &..	976.87
01-190-58000-0000-1	Utilities	4,793.53
01-20800-0000-1	Pension Payable	15,776.67
01-22050-0000-1	Federal Withholding Pay…	11,240.74
01-22100-0000-1	FICA Payable	15,807.72
01-22150-0000-1	Medicare Payable	3,697.04
01-22200-0000-1	State Withholding Payab…	6,189.51
01-22250-0000-1	SUTA Payable	622.45
01-22275-0000-1	ETT Payable	13.25
01-22350-0000-1	Garnishments	298.16
01-22600-0000-1	Health FSA	27.92
01-22700-0000-1	Disablity LTD	177.73
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	95.46
01-22950-0000-1	Cancer-American Fidelity	15.28
01-24000-0000-1	Deposits	350.00
01-310-52200-0000-1	Contract Services	4,000.00
20-200-50600-0000-1	Workers Compensation …	2,736.36
20-200-51800-0000-1	Clothing Allowance	26.56
20-200-52000-0000-1	Conference Meetings	37.43
20-200-54000-0000-1	Fuel	698.24
20-200-54400-0000-1	Insurance- CSJ Risk Man…	2,158.34
20-200-56000-0000-1	Professional Services - O…	71.55
20-200-56700-0000-1	Repairs & Maintenance -…	64.28
20-200-57400-0000-1	Supplies - Operating	940.20
20-200-58100-0000-1	Street Lighting	4,921.58
20-20800-0000-1	Pension Payable	482.47
20-22050-0000-1	Federal Withholding Pay…	112.65
20-22100-0000-1	FICA Payable	477.40
20-22150-0000-1	Medicare Payable	111.64
20-22200-0000-1	State Withholding Payab…	76.71
20-22250-0000-1	SUTA Payable	22.48
20-22275-0000-1	ETT Payable	0.47
20-22900-0000-1	Life	6.33
25-000-52960-2404-1	Street & Roads (Capital) -..	853.44
25-000-52960-8280-1	HSIP Cycle 10	21,837.39
30-20800-0000-1	Pension Payable	2,570.35
30-22050-0000-1	Federal Withholding Pay…	1,056.31
30-22100-0000-1	FICA Payable	2,698.54
30-22150-0000-1	Medicare Payable	631.16
30-22200-0000-1	State Withholding Payab…	813.92
30-22250-0000-1	SUTA Payable	31.28
30-22275-0000-1	ETT Payable	0.67
30-22600-0000-1	Health FSA	26.09
30-22700-0000-1	Disablity LTD	51.30
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	52.40
30-22950-0000-1	Cancer- American Fidelity	5.23
30-500-50600-0000-1	Workers Compensation …	10,388.34
30-500-51200-0000-1	Bank Charges	144.62
30-500-51800-0000-1	Clothing Allowance	1,068.60
30-500-52000-0000-1	Conferences/Meetings/T…	197.30

Account Summary

Account Number	Account Name	Payment Amount
30-500-52200-0000-1	Contract Services	749.24
30-500-52910-2530-1	Buildings & Imps. (Capita…	275.00
30-500-52950-0000-1	Equipment - Other (Capi…	1,487.63
30-500-53250-0000-1	Permits & Certificates	577.00
30-500-54000-0000-1	Fuel	1,308.20
30-500-54400-0000-1	Insurance - CSJV Rsk M…	8,193.94
30-500-55600-0000-1	Postage	1,503.03
30-500-56000-0000-1	Professional Services - O…	4.50
30-500-56000-7820-1	Professional Services - …	9,136.52
30-500-56410-0000-1	Repairs & Maintenance …	6,189.64
30-500-56430-0000-1	Repairs & Maintenance -…	220.00
30-500-56800-0000-1	Safety Equipment	155.75
30-500-57200-0000-1	Supplies - Office	237.35
30-500-57400-0000-1	Supplies - Operating	1,920.56
30-500-57800-0000-1	Telephone & Communic…	218.19
30-500-58000-0000-1	Utilities	1,947.11
30-500-58200-0000-1	Water/Soil/Other Analys…	280.00
31-20800-0000-1	Pension Payable	1,105.29
31-22050-0000-1	Federal Withholding Pay…	392.19
31-22100-0000-1	FICA Payable	1,048.62
31-22150-0000-1	Medicare Payable	245.26
31-22200-0000-1	State Withholding Payab…	346.52
31-22600-0000-1	Health FSA	26.09
31-22700-0000-1	Disablity LTD	27.25
31-22900-0000-1	Life	24.72
31-22950-0000-1	Cancer-American Fidelity	5.23
31-505-50600-0000-1	Workers Compensation …	1,925.28
31-505-51200-0000-1	Bank Charges	144.62
31-505-52200-0000-1	Contract Services	749.24
31-505-52400-0000-1	Contract Services - Refus…	89,459.33
31-505-52500-0000-1	Contract Services - Recyc…	13,420.29
31-505-52800-0000-1	County Waste Managem…	5,603.93
31-505-54400-0000-1	Insurance - CSJV Rsk M…	1,518.59
31-505-55600-0000-1	Postage	1,503.03
31-505-57200-0000-1	Supplies - Office	14.39
31-505-57800-0000-1	Telephone & Communic…	12.58
32-20800-0000-1	Pension Payable	2,725.97
32-22050-0000-1	Federal Withholding Pay…	1,574.94
32-22100-0000-1	FICA Payable	2,983.26
32-22150-0000-1	Medicare Payable	697.54
32-22200-0000-1	State Withholding Payab…	948.39
32-22250-0000-1	SUTA Payable	78.64
32-22275-0000-1	ETT Payable	1.67
32-22600-0000-1	Health FSA	26.09
32-22700-0000-1	Disablity LTD	29.94
32-22900-0000-1	Life	25.61
32-22950-0000-1	Cancer-American Fidelity	5.21
32-510-50600-0000-1	Workers Compensation …	11,559.90
32-510-51200-0000-1	Bank Charges	144.62
32-510-51800-0000-1	Clothing Allowance	499.86
32-510-52000-0000-1	Conferences/Meetings/T…	194.65
32-510-52200-0000-1	Contract Services	751.48
32-510-53250-0000-1	Permits & Certificates	1,442.50
32-510-54000-0000-1	Fuel	523.67
32-510-54400-0000-1	Insurance - CSJV Rsk M…	9,118.02
32-510-55600-0000-1	Postage	1,507.53
32-510-56000-0000-1	Professional Services - O…	5,550.30
32-510-56400-0000-1	Repairs & Maint - Build &..	3,531.02

Account Summary

Account Number	Account Name	Payment Amount
32-510-56410-0000-1	Repairs & Maintenance- …	1,801.88
32-510-56600-0000-1	Repairs & Maintenance -…	776.26
32-510-57200-0000-1	Supplies - Office	118.89
32-510-57400-0000-1	Supplies - Operating	3,994.85
32-510-57800-0000-1	Telephone & Communic…	232.18
32-510-58000-0000-1	Utilities	26,613.67
34-20800-0000-1	Pension Payable	321.33
34-22050-0000-1	Federal Withholding Pay…	115.44
34-22100-0000-1	FICA Payable	222.62
34-22150-0000-1	Medicare Payable	52.06
34-22200-0000-1	State Withholding Payab…	45.19
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-50600-0000-1	Workers Compensation …	1,458.30
34-520-51800-0000-1	Clothing Allowance	205.68
34-520-54000-0000-1	Fuel	1,047.37
34-520-54400-0000-1	Insurance - CSJV Rsk M…	1,150.25
34-520-56600-0000-1	Repairs & Maintenance -…	128.36
34-520-57200-0000-1	Supplies - Office	104.49
34-520-57800-0000-1	Telephone & Communic…	45.05
	Grand Total:	**544,240.14**

Project Account Summary

Project Account Key		Payment Amount
None		544,240.14
	Grand Total:	**544,240.14**

Pay Code Report

Summary By Department

9/1/2024 - 9/30/2024

Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYO300	Salary - Elected - Salary - Electec	1	0	200
		Total:	**0**	**200**
Ayo100	Salary - Elected - Salary - Electec	1	0	200
		Total:	**0**	**200**
Cano100	Salary - Elected - Salary - Electec	1	0	200
		Total:	**0**	**200**
GON610	Salary - Elected - Salary - Electec	1	0	200
		Total:	**0**	**200**
PER100	Salary - Elected - Salary - Electec	1	0	200
		Total:	**0**	**200**
		105 - City Council Total:	**0**	**1000**

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
AYN100	Hourly - Temp - Hourly Tempora	2	96.24	1539.84
		Total:	**96.24**	**1539.84**
Nun100	Bilingual - Bilingual	2	0	27.7
	Holiday - Holiday Pay	1	9	261.36
	Hourly - Hourly	2	143	4152.72
	Hourly - Reg - Hourly - Regular	2	6.92	200.96
	Live Scan - Live Scan	2	0	27.7
	OT - Overtime	2	6.66	290.11
	Vacation - Vacation Pay	2	8	232.32
		Total:	**173.58**	**5192.87**
VIR100	Holiday - Holiday Pay	1	8	711.54
	Hourly - Hourly	1	64	5692.3
	Personal - Personal Day	1	8	711.54
	Salary - Salary	1	80	7115.38
		Total:	**160**	**14230.76**
		110 - City Administration Total:	**429.82**	**20963.47**

Department: 111 - City Clerk

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL200	Bachelor's Degree - Bachelor's D	2	0	18.46
	Holiday - Holiday Pay	1	8	238.16
	Hourly - Hourly	1	72	2143.43
	Salary - Salary	1	80	2381.59
		Total:	**160**	**4781.64**
	111 - City Clerk Total:		**160**	**4781.64**

Department: 112 - Human Resources

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MCC100	Admin Time*Salary EE - Adminis	1	16	730.77
	Holiday - Holiday Pay	1	8	365.39
	Hourly - Hourly	2	120	5480.78
	Sick - Sick Pay	1	8	365.39
	Vacation - Vacation Pay	1	8	365.39
		Total:	**160**	**7307.72**
	112 - Human Resources Total:		**160**	**7307.72**

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARC100	Holiday - Holiday Pay	1	8	362.38
	Hourly - Hourly	1	72	3261.46
	Salary - Salary	1	90.25	3623.85
		Total:	**170.25**	**7247.69**
ARR100	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	132.92	2537.44
	Hourly - Reg - Hourly - Regular	1	0.08	1.53
	OT - Overtime	1	0.58	16.61
	Sick - Sick Pay	2	10	190.9
	Vacation - Vacation Pay	2	6.33	120.84
		Total:	**158.91**	**3039.13**
AYO110	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	143	2729.87
	Hourly - Reg - Hourly - Regular	1	2.34	44.67
	OT - Overtime	1	3.08	88.2
	Sick - Sick Pay	1	4	76.36
	Vacation - Vacation Pay	1	4	76.36
		Total:	**165.42**	**3187.27**

ESP100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.7
	Holiday - Holiday Pay	1	9	303.12
	Hourly - Hourly	2	141.16	4754.27
	Hourly - Reg - Hourly - Regular	1	1.25	42.1
	OT - Overtime	2	7.09	358.19
	Sick - Sick Pay	1	9	303.12
		Total:	**167.5**	**5806.96**
GON600	Bilingual - Bilingual	2	0	27.7
	Comp Time Earned - Comp Time	1	0.63	0
	Holiday - Holiday Pay	1	9	261.36
	Hourly - Hourly	2	145.58	4227.64
	Sick - Sick Pay	1	5.42	157.4
		Total:	**160.63**	**4674.1**
TOR100	Comp Time Earned - Comp Time	4	10.1	0
	Comp Time Taken - Comp Time	3	0.76	18.57
	Holiday - Holiday Pay	1	9	219.87
	Hourly - Hourly	4	142.1	3471.5
	Sick - Sick Pay	4	8.14	198.86
		Total:	**170.1**	**3908.8**
VAC110	Holiday - Holiday Pay	3	9	171.81
	Hourly - Hourly	3	71	1355.39
	Hourly - Temp - Hourly Tempora	1	80	1453.6
	OT - Overtime	4	1.5	41.79
		Total:	**161.5**	**3022.59**
VEL100	Bilingual - Bilingual	1	0	13.85
	Hourly - Hourly	1	53.08	1362.56
	Sick - Sick Pay	1	4.5	115.52
		Total:	**57.58**	**1491.93**
	115 - Finance & Accounting Total:		**1211.89**	**32378.47**

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ARA100	Hourly - Temp - Hourly Tempora	1	36	576
		Total:	**36**	**576**

DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Holiday - Holiday Pay	1	9	388
	Hourly - Hourly	1	60	2586.69
	Notary - Notary	2	0	27.7
	Salary - Salary	1	81.84	3448.92
	Sick - Sick Pay	1	11	474.23
		Total:	**161.84**	**6944**
SALD100	Holiday - Holiday Pay	1	8	403.85
	Hourly - Hourly	1	72	3634.61
	Salary - Salary	1	80	4038.46
		Total:	**160**	**8076.92**
		140 - Planning Total:	**357.84**	**15596.92**

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100142	Holiday - Holiday Pay	1	12	394.32
	Hourly - Hourly	2	164.5	5405.47
	OT - Overtime	1	2.5	123.23
	Shift Differentials - Shift Differer	1	44.5	29.25
	Vacation - Vacation Pay	1	3.5	115.01
		Total:	**227**	**6067.28**
ALW100145	Comp Time Earned PD - Comp T	2	25.5	0
	Holiday - Holiday Pay	1	12	394.32
	Hourly - Hourly	2	141	4633.26
	Hourly - Reg - Hourly - Regular	1	12	394.32
	Intermediate POST - Intermedia	2	0	69.23
	OT - Overtime	2	4.5	221.82
	PD - Court Stand-by - PD Court S	1	3	147.88
	Shift Differentials - Shift Differer	1	58.5	38.45
	Sick - Sick Pay	1	15	492.9
		Total:	**271.5**	**6392.18**
CAZ100151	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	12	375.36
	Hourly - Hourly	2	128	4003.84
	Hourly - Reg - Hourly - Regular	1	4	125.12
	OT - Overtime	2	37	1736.21
	PD - Court Appear - PD - Court A	2	9	422.32
	PD - Court Stand-by - PD Court S	1	3	140.77
	Shift Differentials - Shift Differer	1	64	40.04
	Vacation - Vacation Pay	1	28	875.84
		Total:	**285**	**7811.8**

DEW100147	Holiday - Holiday Pay	1	12	480.48
	Hourly - Hourly	2	156	6246.24
	Hourly - Reg - Hourly - Regular	1	12	480.48
	OT - Overtime	2	43.25	2597.36
	PD - Court Stand-by - PD Court S	1	3	180.16
	Shift Differentials - Shift Differer	1	78.5	62.86
		Total:	**304.75**	**10047.58**
EST150	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	12	375.36
	Hourly - Hourly	2	156	4879.68
	OT - Overtime	2	39.5	1853.52
	Shift Differentials - Shift Differer	1	96.5	60.37
		Total:	**304**	**7261.23**
GAL100149	Holiday - Holiday Pay	1	12	435.24
	Hourly - Hourly	2	156	5658.12
	Intermediate POST - Intermedia	2	0	69.23
	OT - Overtime	2	54	2938.26
	PD - Court Appear - PD - Court A	1	6	326.47
	PD - Court Stand-by - PD Court S	1	5	272.06
	Shift Differentials - Shift Differer	1	96.5	70
		Total:	**329.5**	**9769.38**
GAR100114	Bilingual - Bilingual	2	0	92.3
	Hourly - Hourly	2	88	2046.88
	Shift Differentials - Shift Differer	1	45	20.93
	Sick - Sick Pay	2	20.09	467.29
		Total:	**153.09**	**2627.4**
GAR100150	Advanced POST - Advanced POS	2	0	103.85
	Comp Time Earned PD - Comp T	2	28.5	0
	Holiday - Holiday Pay	1	8	336.48
	Hourly - Hourly	2	152	6393.12
	OT - Overtime	1	4	252.4
	Shift Differentials - Shift Differer	1	20	16.82
	Sick - Sick Pay	1	4	168.24
		Total:	**216.5**	**7270.91**
HAN100112	Holiday - Holiday Pay	1	12	435.24
	Hourly - Hourly	2	156	5658.12
	OT - Overtime	2	34	1850.01
	Shift Differentials - Shift Differer	1	8	5.8
		Total:	**210**	**7949.17**

HAS100143	Holiday - Holiday Pay	1	10	210.7
	Hourly - Hourly	2	160	3371.2
	OT - Overtime	2	15	473.94
	Shift Differentials - Shift Differer	1	81.5	34.34
		Total:	**266.5**	**4090.18**
KNO100	Cash Out - VAC - Cash Out - Vaca	1	11.63	670.96
	Holiday - Holiday Pay	1	8	461.54
	Hourly - Hourly	2	144	8307.68
	Vacation - Vacation Pay	1	8	461.54
		Total:	**171.63**	**9901.72**
LOP125	Bachelor's Degree - Bachelor's D	2	0	69.23
	Bilingual - Bilingual	2	0	92.3
	Comp Time Earned PD - Comp T	1	28.88	0
	Holiday - Holiday Pay	1	12	323.64
	Hourly - Hourly	2	148	3991.56
	OT - Overtime	2	25	1011.38
	Standby - Standby	1	0	185.77
	Standby ET - Standby ET	1	14	200.06
		Total:	**227.88**	**5873.94**
MAD100	Bilingual - Bilingual	1	0	46.15
	Holiday - Holiday Pay	1	10	200.5
	Hourly - Hourly	2	150	3007.5
	Hourly - Reg - Hourly - Regular	1	10	200.5
		Total:	**170**	**3454.65**
MUL100	Advanced POST - Advanced POS	4	0	103.85
	Bachelor's Degree - Bachelor's D	5	0	627.76
	Comp Time Earned PD - Comp T	4	30	0
	Holiday - Holiday Pay	1	12	457.32
	Hourly - Hourly	4	108	4115.88
	Hourly - Reg - Hourly - Regular	1	12	457.32
	OT - Overtime	4	42.5	2429.48
	PD - Court Stand-by - PD Court S	3	2	114.33
	Shift Differentials - Shift Differer	1	39	29.73
	Vacation - Vacation Pay	2	48	1829.28
		Total:	**293.5**	**10164.95**
NIE100-34	Cash Out - VAC - Cash Out - Vaca	2	0	0
		Total:	**0**	**0**
NIN100	Holiday - Holiday Pay	1	10	244.3
	Hourly - Hourly	2	150	3664.5
	OT - Overtime	1	10	366.54
		Total:	**170**	**4275.34**

OLL100	Bachelor's Degree - Bachelor's D	2	0	69.23
	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Holiday - Holiday Pay	1	12	240.6
	Hourly - Hourly	2	148	2967.4
	OT - Overtime	1	12	360.9
	Shift Differentials - Shift Differer	1	80	32.08
		Total:	**252**	**4039.45**
OLM100	Advanced POST - Advanced POS	2	0	103.85
	Bachelor's Degree - Bachelor's D	2	0	69.23
	Holiday - Holiday Pay	1	12	605.76
	Hourly - Hourly	2	136	6865.28
	Sick - Sick Pay	1	12	605.76
		Total:	**160**	**8249.88**
PES100152	Comp Time Earned PD - Comp T	1	18	0
	SRO - School Resource Officer	2	152	5513.04
	SRO Holiday - School Resource (	1	8	290.16
		Total:	**178**	**5803.2**
SHA100152	Advanced POST - Advanced POS	2	0	103.85
	Bachelor's Degree - Bachelor's D	2	0	69.23
	Holiday - Holiday Pay	1	12	480.48
	Hourly - Hourly	2	156	6246.24
	OT - Overtime	1	12	720.66
		Total:	**180**	**7620.46**
TAF200	Holiday - Holiday Pay	1	12	404.16
	Hourly - Hourly	1	68	2290.24
	Hourly - Reg - Hourly - Regular	1	12	404.16
	OT - Overtime	1	2.67	134.89
	PD - Court Stand-by - PD Court S	1	1.5	75.78
		Total:	**96.17**	**3309.23**
VEL200	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	12	279.12
	Hourly - Hourly	2	148	3442.48
	OT - Overtime	2	28	976.92
	Shift Differentials - Shift Differer	1	80	37.22
		Total:	**268**	**4828.04**

WEIS100	Comp Time Taken PD - Comp Tir	1	8	290.16
	Holiday - Holiday Pay	1	10	362.7
	Hourly - Hourly	2	146	5295.42
	Hourly - Reg - Hourly - Regular	1	6	217.62
	K9 OT - K9 Overtime	2	11	598.53
	OT - Overtime	2	23.5	1278.68
	PD - Court Stand-by - PD Court S	1	3	163.24
	Shift Differentials - Shift Differer	1	25	18.14
		Total:	**232.5**	**8224.49**
WIL100150	Hourly - Hourly	2	80.09	12013.5
		Total:	**80.09**	**12013.5**
		150 - Police Total:	**5047.61**	**157045.96**

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MUN100	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	142	2710.78
	Hourly - Reg - Hourly - Regular	1	9	171.81
	OT - Overtime	2	63.86	1828.63
	Sick - Sick Pay	1	9	171.81
	Standby - Standby	1	0	100
	Standby ET - Standby ET	1	7	100.03
		Total:	**239.86**	**5254.87**
		155 - Animal Control Total:	**239.86**	**5254.87**

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
PER200	Comp Time Earned - Comp Time	1	4.01	0
	Holiday - Holiday Pay	1	9	267.93
	Hourly - Hourly	2	142	4227.34
	OT - Overtime	1	0.41	18.31
	Vacation - Vacation Pay	1	9	267.93
		Total:	**164.42**	**4781.51**
		165 - Code Enforcement Total:	**164.42**	**4781.51**

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAR210	Comp Time Taken - Comp Time	1	0.58	12.22
	Holiday - Holiday Pay	1	9	189.63
	Hourly - Hourly	2	147.17	3100.87
	OT - Overtime	1	0.33	10.43
	Sick - Sick Pay	1	3.25	68.48
		Total:	**160.33**	**3381.63**
McG100	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	2	151	4607.01
	OT - Overtime	2	6.17	282.37
		Total:	**166.17**	**5163.97**
	175 - Grants Administration Total:		**326.5**	**8545.6**

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CABR100	Admin Time*Salary EE - Adminis	1	8	300
	Holiday - Holiday Pay	1	8	300
	Hourly - Hourly	2	132.25	4959.38
	Sick - Sick Pay	2	11.75	440.63
		Total:	**160**	**6000.01**
CORT100	Holiday - Holiday Pay	1	9	176.04
	Hourly - Hourly	2	149.5	2924.22
	Hourly - Reg - Hourly - Regular	1	1.5	29.34
	OT - Overtime	2	30.33	889.89
	Sick - Sick Pay	1	1.5	29.34
		Total:	**191.83**	**4048.83**
DRA100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Comp Time Earned - Comp Time	2	5.86	0
	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	133	2538.97
	Hourly - Reg - Hourly - Regular	1	0.25	4.77
	Sick - Sick Pay	1	18	343.62
		Total:	**166.11**	**3077.63**
GUE100	Comp Time Earned - Comp Time	1	9	0
	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	2	142	4332.42
	OT - Overtime	2	14	640.71
	Sick - Sick Pay	1	9	274.59
		Total:	**183**	**5522.31**

HER400	Holiday - Holiday Pay	1	8	500
	Hourly - Hourly	1	72	4500
	Salary - Salary	1	80	5000
		Total:	**160**	**10000**
TEL100	Holiday - Holiday Pay	1	9	185
	Hourly - Hourly	2	150.62	3096
	OT - Overtime	2	18	554.99
		Total:	**177.62**	**3835.99**
VIL100	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Comp Time Earned - Comp Time	1	9	0
	Holiday - Holiday Pay	1	9	219.87
	Hourly - Hourly	2	151	3688.93
	OT - Overtime	2	15.49	567.63
	PW Cert - Grade 2 - Public Work	2	0	46.16
	Standby - Standby	1	0	71.45
		Total:	**184.49**	**4963.28**
ZUN100	Holiday - Holiday Pay	1	9	176.04
	Hourly - Hourly	2	127.74	2498.59
	OT - Overtime	1	0.75	22.01
	Sick - Sick Pay	1	9.25	180.93
		Total:	**146.74**	**2877.57**
	180 - Public Works Total:		**1369.79**	**40325.62**

Department: 190 - Facilities Maintenance

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DOM100	Comp Time Taken - Comp Time	1	39.99	863.78
	Holiday - Holiday Pay	1	9	194.4
	Hourly - Hourly	2	107	2311.2
	Hourly - Reg - Hourly - Regular	1	0.66	14.26
	OT - Overtime	1	0.98	31.75
	Vacation - Vacation Pay	1	4.01	86.62
		Total:	**161.64**	**3502.01**
LAN100	Holiday - Holiday Pay	1	9	199.26
	Hourly - Hourly	2	150.92	3341.37
		Total:	**159.92**	**3540.63**
	190 - Facilities Maintenance Total:		**321.56**	**7042.64**

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Cruz100	Comp Time Earned - Comp Time	1	3	0
	Holiday - Holiday Pay	1	9	184.95
	Hourly - Hourly	2	147	3020.85
	OT - Overtime	2	6.16	189.89
	Sick - Sick Pay	1	4	82.2
		Total:	**169.16**	**3477.89**
Sanch100	Holiday - Holiday Pay	1	9	167.58
	Hourly - Hourly	2	142	2644.04
	OT - Overtime	1	6	167.58
	Sick - Sick Pay	1	9	167.58
		Total:	**166**	**3146.78**
	200 - Lighting & Landscaping	**Total:**	**335.16**	**6624.67**

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CIS400	Holiday - Holiday Pay	1	9	288.54
	Hourly - Hourly	2	139.5	4472.37
	OT - Overtime	2	35	1683.26
	Sick - Sick Pay	2	9.5	304.57
		Total:	**193**	**6748.74**
HER300	Comp Time Earned - Comp Time	1	12	0
	Holiday - Holiday Pay	1	9	176.04
	Hourly - Hourly	2	151	2953.56
	OT - Overtime	2	22	645.72
	Standby - Standby	2	0	114.32
		Total:	**194**	**3889.64**
MED100	Holiday - Holiday Pay	1	9	231.03
	Hourly - Hourly	2	133	3414.11
	OT - Overtime	2	12	462.06
	PW Cert - Grade 2 - Public Work	2	0	46.16
	Sick - Sick Pay	1	18	462.06
	Standby - Standby	2	0	114.32
		Total:	**172**	**4729.74**

Pop100	Holiday - Holiday Pay	1	9	214.56
	Hourly - Hourly	2	148	3528.32
	OT - Overtime	2	20	715.24
	PW Cert - Grade 1 - Public Work	2	0	23.08
	Standby - Standby	2	0	171.45
	Vacation - Vacation Pay	1	3	71.52
		Total:	**180**	**4724.17**
		500 - Sewer Total:	**739**	**20092.29**

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CAR100	Comp Time Taken - Comp Time	1	26	701.22
	Holiday - Holiday Pay	1	9	242.73
	Hourly - Hourly	2	107	2885.79
	Hourly - Reg - Hourly - Regular	2	8.75	235.99
	OT - Overtime	2	71.34	2885.82
	Personal - Personal Day	1	9	242.73
	Sick - Sick Pay	2	9	242.73
	Standby - Standby	2	0	142.87
		Total:	**240.09**	**7579.88**
CORD100	Holiday - Holiday Pay	1	9	167.58
	Hourly - Hourly	2	151	2811.62
	OT - Overtime	2	42.4	1184.5
	PW Cert - Grade 2 - Public Work	1	0	23.08
	Standby - Standby	2	0	185.74
		Total:	**202.4**	**4372.52**
HIG400	Holiday - Holiday Pay	1	9	334.62
	Hourly - Hourly	2	148.5	5521.23
	OT - Overtime	2	25.44	1418.79
	PW Cert - Grade 3 - Public Work	2	0	69.24
		Total:	**182.94**	**7343.88**
		510 - Water Total:	**625.43**	**19296.28**

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Holiday - Holiday Pay	1	9	199.26
	Hourly - Hourly	2	101.67	2250.97
	Hourly - Reg - Hourly - Regular	2	1.76	38.96
	Personal - Personal Day	1	9	199.26
	Sick - Sick Pay	2	11.91	263.69
	Vacation - Vacation Pay	2	28.42	629.22
	Total:		**161.76**	**3581.36**
	520 - Public Transit Total:		**161.76**	**3581.36**
	Report Total:		**11650.64**	**354619.02**

Pay Code Report

Account Summary

9/1/2024 - 9/30/2024

Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	184.48	0
	- Total:	**184.48**	**0**
01-105-50100-0000-1	Salaries - Permanent Employees	0	1000
01-110-50100-0000-1	Salaries - Permanent Employees	103.46	4202.52
01-110-50150-0000-1	Wages - Temporary Employees	96.24	1539.84
01-110-50200-0000-1	Overtime	3.34	145.06
01-110-50350-0000-1	Stipends	0	27.72
01-111-50100-0000-1	Salaries - Permanent Employees	64	1905.27
01-111-50350-0000-1	Stipends	0	35.06
01-112-50100-0000-1	Salaries - Permanent Employees	40	1826.94
01-115-50100-0000-1	Salaries - Permanent Employees	122.85	4976.49
01-115-50200-0000-1	Overtime	0.71	35.82
01-115-50350-0000-1	Stipends	0	21.25
01-140-50100-0000-1	Salaries - Permanent Employees	305.87	12724.16
01-140-50150-0000-1	Wages - Temporary Employees	36	576
01-140-50200-0000-1	Overtime	0.07	2.09
01-140-50350-0000-1	Stipends	0	48
01-150-50100-0000-1	Salaries - Permanent Employees	4552.1	135060.57
01-150-50200-0000-1	Overtime	437.41	21832.86
01-150-50350-0000-1	Stipends	14	2721.26
01-155-50100-0000-1	Salaries - Permanent Employees	169	3226.21
01-155-50200-0000-1	Overtime	63.86	1828.63
01-155-50350-0000-1	Stipends	7	200.03
01-160-50100-0000-1	Salaries - Permanent Employees	176	5345.47
01-160-50200-0000-1	Overtime	0.34	13.33
01-165-50100-0000-1	Salaries - Permanent Employees	154.41	4702.42
01-165-50200-0000-1	Overtime	0.28	10.85
01-175-50100-0000-1	Salaries - Permanent Employees	160	4881.6
01-175-50200-0000-1	Overtime	6.17	282.37
01-180-50100-0000-1	Salaries - Permanent Employees	819.08	20121.24
01-180-50200-0000-1	Overtime	62.66	2088.38
01-180-50350-0000-1	Stipends	0	1.84
01-190-50100-0000-1	Salaries - Permanent Employees	160.66	3470.26
01-190-50200-0000-1	Overtime	0.98	31.75
	01 - GENERAL FUND Total:	**7556.49**	**234885.29**
20-200-50100-0000-1	Salaries/Permanent Employees	367.98	7369.62
20-200-50200-0000-1	Overtime	12.58	376.69
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	**380.56**	**7746.31**

Account	Account Description	Units	Pay Amount
30-500-50100-0000-1	Salaries - Permanent Employees	1285.6	39326.54
30-500-50150-0000-1	Wages - Temporary Employees	26.4	479.69
30-500-50200-0000-1	Overtime	92.87	3663.35
30-500-50350-0000-1	Stipends	0	390.12
	30 - SEWER Total:	**1404.87**	**43859.7**
31-505-50100-0000-1	Salaries - Permanent Employees	448.75	15769.47
31-505-50150-0000-1	Wages - Temporary Employees	26.4	479.69
31-505-50200-0000-1	Overtime	3.84	155.83
31-505-50350-0000-1	Stipends	0	22.18
	31 - REFUSE/RECYCLING Total:	**478.99**	**16427.17**
32-510-50100-0000-1	Salaries - Permanent Employees	1297.74	40466.87
32-510-50150-0000-1	Wages - Temporary Employees	27.2	494.22
32-510-50200-0000-1	Overtime	158.55	6215.28
32-510-50350-0000-1	Stipends	0	942.82
	32 - WATER Total:	**1483.49**	**48119.19**
34-520-50100-0000-1	Salaries - Permanent Employees	161.76	3581.36
	34 - PUBLIC TRANSPORTATION Total:	**161.76**	**3581.36**
	Report Total:	**11650.64**	**354619.02**

Pay Code Report

Pay Code Summary

9/1/2024 - 9/30/2024

Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Admin Time*Salary EE - A	Administrative Time Salary EE	2	24	1030.77
Advanced POST - Advanc	Advanced POST Certificate	10	0	415.4
Bachelor's Degree - Bache	Bachelor's Degree	21	0	978.52
Bilingual - Bilingual	Bilingual	18	0	604.6
Cash Out - VAC - Cash Ou	Cash Out - Vacation	3	11.63	670.96
Cash-in-Lieu - Cash-in-Lie	Cash-in-Lieu	4	0	738.48
Comp Time Earned - Com	Comp Time Earned	12	53.6	0
Comp Time Earned PD - (	Comp Time Earned PD	10	130.88	0
Comp Time Taken - Comp	Comp Time Taken	6	67.33	1595.79
Comp Time Taken PD - Cc	Comp Time Taken PD	1	8	290.16
Holiday - Holiday Pay	Holiday Pay	59	550	17035.94
Hourly - Hourly	Hourly	117	7738.3	240234.21
Hourly - Reg - Hourly - Re	Hourly - Regular	20	100.51	3063.91
Hourly - Temp - Hourly Te	Hourly Temporary Employees	4	212.24	3569.44
Intermediate POST - Inter	Intermediate POST Certificate	4	0	138.46
K9 OT - K9 Overtime	K9 Overtime	2	11	598.53
Live Scan - Live Scan	Live Scan	2	0	27.7
Notary - Notary	Notary	2	0	27.7
OT - Overtime	Overtime	73	798.99	34320.68
PD - Court Appear - PD - (	PD - Court Appearance	3	15	748.79
PD - Court Stand-by - PD (	PD Court Stand-by	9	20.5	1094.22
Personal - Personal Day	Personal Day	3	26	1153.53
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	2	0	23.08
PW Cert - Grade 2 - Public	Public Works Certification - Grade 2	5	0	115.4
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Salary - Salary	Salary	6	492.09	25608.2
Salary - Elected - Salary - I	Salary - Elected Officials	5	0	1000
Shift Differentials - Shift D	Shift Differentials	14	817	496.03
Sick - Sick Pay	Sick Pay	34	234.31	6648.2
SRO - School Resource Of	School Resource Officer	2	152	5513.04
SRO Holiday - School Res	School Resource Officer Holiday Pay	1	8	290.16
Standby - Standby	Standby	13	0	1085.92
Standby ET - Standby ET	Standby ET	2	21	300.09
Vacation - Vacation Pay	Vacation Pay	16	158.26	5131.87
		Report Total:	**11650.64**	**354619.02**

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

September 25, 2024

MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Councilmember Pérez, Vice-Mayor Cano, Councilmember Ayon

Councilmembers Absent: Councilmember Gonzalez

Councilmember Ayon entered the meeting at 6:25pm

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Captain Olmos, Public Works Director Hernandez, Community Development Saldana, Human Resources McCuan, City Clerk De La Cruz

INVOCATION

Offered by Vice-Mayor Cano

PLEDGE OF ALLEGIANCE

Offered by Councilmember Pérez

APPROVE AGENDA AS TO FORM

Vice-Mayor Cano motioned, seconded by Councilmember Pérez, to amend the agenda by moving *Item No. 8 Adopt Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5, BUSINESS TAXES, LICENSES, AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS, AND ACCEPTING A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) NOTICE OF EXEMPTION* from the Administrative Agenda to the Public Hearing section. The motion also included the removal of *Item No. 11 DESIGNATION OF VOTING*

DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO, OCTOBER 16-18, 2024, from the agenda.

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Pérez
NOES: None
ABSENT: A. Ayon, A. Gonzalez
PASSED: 3-0-2

FEATURED PET

1. Captain Olmos introduced the featured pet Roxy

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

2. Approval of Expense Report in the Amount of $341,315.60 from 8/31/2024 to 9/13/2024.
3. Approval of September 11, 2024, Regular Meeting Minutes
4. Approval of September 19, 2024, Special Meeting Minutes
5. Adopt Ordinance No. 14-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 2.40 OF THE MCFARLAND MUNICIPAL CODE RELATED TO THE PLANNING COMMISSION
6. Approval of Resolution No. 2024-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR AND EXECUTE AGREEMENTS WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FOR THE MCFARLAND IT SECURITY MODERNIZATION INITIATIVE
7. Approval of Resolution No. 2024-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE CITY MANAGER'S DECISION TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT WITH KROGER CO. AND APPROVING THE SUBDIVISION AGREEMENT

Public Comment: None

*Motion by Vice-Mayor Cano, Second by Councilmember Pérez to Approve the Consent Agenda for the meeting of September 25, 2024. Motion **Approved** by 3/0 Roll-Call Majority Vote. (Councilmember Gonzalez & Councilmember Ayon– Absent)*

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Pérez
NOES: None
ABSENT: A. Ayon, A. Gonzalez
PASSED: 3-0-2

PUBLIC HEARINGS

8. Adopt Ordinance No. 12-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING CODE AMENDMENTS TO TITLE 5 BUSINESS TAXES, LICENSES AND REGULATIONS, CHAPTER 5.46 MOBILE FOOD ESTABLISHMENTS AND ACCEPT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) A NOTICE OF EXEMPTION

Public Comment: None

*Motion by Councilmember Pérez, Second by Vice-Mayor Cano to Approve the Consent Agenda for the meeting of September 25, 2024. Motion **Approved** by 3/0 Roll-Call Majority Vote. (Councilmember Gonzalez & Councilmember Ayon– Absent)*

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Pérez
NOES: None
ABSENT: A. Ayon, A. Gonzalez
PASSED: 3-0-2

ADMINISTRATIVE AGENDA

9. Approval of Resolution No. 2024-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ALLOCATION OF $10,000 TO PAY

FOR INSURANCE DEDUCTIBLES AND APPROVING A BUDGET ADJUSTMENT OF $180,000 FOR THE PURCHASE OF TWO NEW PATROL VEHICLES

Public Comment: None

*Motion by Vice-Mayor Cano, Second by Councilmember Pérez to Approve the Consent Agenda for the meeting of September 25, 2024. Motion **Approved** by 3/0 Roll-Call Majority Vote. (Councilmember Gonzalez & Councilmember Ayon– Absent)*

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Pérez
NOES: None
ABSENT: A. Ayon, A. Gonzalez
PASSED: 3-0-2

10. Approval of Resolution No. 2024-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE SUBMISSION OF THE MCFARLAND CLIMATE RESILIENCE AND COMMUNITY ENHANCEMENT INITIATIVE GRANT APPLICATION; APPROVE AGREEMENT WITH MUJERES ACTIVAS LIDERES COMUNITIARIAS AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS.

Public Comment: None

*Motion by Vice-Mayor Cano, Second by Councilmember Pérez to Approve the Consent Agenda for the meeting of September 25, 2024. Motion **Approved** by 3/0 Roll-Call Majority Vote. (Councilmember Gonzalez & Councilmember Ayon– Absent)*

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Pérez
NOES: None
ABSENT: A. Ayon, A. Gonzalez
PASSED: 3-0-2

PUBLIC COMMENT

None

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Kern Council of Governments (KCOG)- The California Transportation Commission (CTC) will visit on October 16, 2024. No meeting next month.
b. Kern Economic Development Corp. (KEDC)- No meeting
c. Kern Local Agency Formation Commission (LAFCO)- Approval of annexation.
d. Delano Mosquito Abatement District (DMAD)- Vice-Mayor Cano provided an update on the mosquito activity, which he learned about during the Delano Mosquito Abatement District conference he attended.

COUNCIL STATEMENTS AND REPORTS

Mayor Ayon, along with the other councilmembers, acknowledged the positive impact of the ongoing street projects in the City of McFarland.

CLOSED SESSION

11. Direction given to Human Resources Director and City Manager concerning negotiation of potential employment agreement.
12. Direction given to Human Resources Director and City Manager concerning negotiation of potential employment agreement.
13. Direction given to Human Resources Director, City Manager and City Attorney concerning rejection of Counter Offer with no further negotiations to take place.

Meeting adjourned at 7:19 pm

CITY OF MCFARLAND

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Erika De La Cruz, City Clerk

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Serrena McCuan, Human Resources Director
Diego Viramontes, City Manager

SUBJECT: Approval of Resolution No. 2024- 113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TUITION REIMBURSEMENT REQUEST FOR THE FINANCE MANAGER

SUMMARY:

The City of McFarland values continuous professional development and supports employees in furthering their education and skills through a tuition reimbursement program. The Finance Manager has submitted a request for tuition reimbursement for coursework related to obtaining an Interdisciplinary Studies Degree in Public Sector Financial Management. The request includes $2,271 for tuition costs incurred for the Summer 2024 session and $2,767 for the Fall 2024 session, totaling $5,038.

The City's Tuition Assistance Program Policy, adopted by the City Council, allows eligible employees to be reimbursed for 50% of academic costs, up to $2,500, for study at accredited institutions such as GED programs, California State University institutions, or schools within the California Community College System. This reimbursement is available for up to 90 semester credit hours or 45 quarter credits for a two-year program. The Finance Manager's request falls within the parameters of this policy, and the requested amount of $2,500 is aligned with the policy's reimbursement limits.

FINANCIAL IMPACT:

The approved tuition reimbursement amount of $2,500 will be paid from the general fund as part of the City's budgeted allocations for employee development. This expenditure is within the allocated budget for the current fiscal year.

RECOMMENDATION:

It is recommended that the City Council approve the tuition reimbursement request for the Finance Manager, in accordance with the City’s Tuition Assistance Program Policy, which allows eligible employees to be reimbursed for up to $2,500 in academic costs for study at accredited institutions.

ATTACHMENTS:

1. Exhibit B
2. Exhibit C

3. City of McFarland Tuition Assistance Program Policy

RESOLUTION NO. 2024-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TUITION REIMBURSEMENT REQUEST

WHEREAS, the City of McFarland is committed to promoting the professional development of its employees; and

WHEREAS, the City has established a Tuition Reimbursement Policy to support eligible employees in furthering their education to improve job performance and enhance their skills; and

WHEREAS, the Finance Manager, has enrolled in courses at California State University of Bakersfield to pursue an Interdisciplinary Studies Degree in Public Sector Financial Management; and

WHEREAS, the total amount of reimbursement requested by the Finance Manager is $2,500, covering $2,271 for the Summer 2024 session and $229 for the Fall 2024 session, which falls within the approved limits of the City's Tuition Assistance Program Policy; and

WHEREAS, the tuition reimbursement request has been reviewed and approved by the City Manager and Human Resource Department in accordance with the City's Tuition Reimbursement Policy and budgetary allocations for employee development; and

WHEREAS, the City Council finds it to be in the best interest of the City to support the Finance Manager's educational development, which will enhance the overall performance and service delivery of the Finance Department.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of McFarland hereby finds and determines as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the tuition reimbursement request for the Finance Manager in the amount of $2,500 as outlined in the tuition reimbursement application and in accordance with the City's policies.
3. The approved reimbursement amount shall be paid from the general fund as provided for in the current 24-25 fiscal year budget.
4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

Tuition Assistance Application

Part 1: Pre-Approval

Deadline: Part 1 of this form (Pre-Approval) must be approved by the City Manager, the Director of the Employee's Department, and the City's Human Resource Department prior to the first day of classes.

Employee Information

Name:	Jonathan (First)	Alfredo (Middle)	Arceo (Last)	Date: 9/16/24
Phone:	707-740-8433	Position Title:	Finance Manager	
Email:		Supervisor Name:	Diego Viramontes	

Course Information

School: CSUB Location: Bakersfield Term: Summer 2024

(use additional pages if required):	Course Title:	Course #(s):	Credit Hours:
	California Politics	PLSI 3428	3 units

Check all that apply:

- ✓ Undergraduate
- ___ Graduate
- ___ Continuing Education
- ___ Non-Credit
- ___ Audit
- ___ Thesis/Dissertation
- ___ Licensure
- ___ Certification
- ___ Mandated by Law/Employer

- ✓ Job Related
- ___ Not Job Related

Is this course part of your degree program? (Circle all that apply)

✓ Yes ___ No

If Yes, which degree?

___ Associates ✓ Bachelors ___ Masters ___ Doctorate

Employee's regular work schedule: Mon - Friday 8am - 5pm

Course Schedule:	Online course - weekly assignments
Is/are the course(s) available outside the employee's regular work schedule?	✓ Yes ___ No

Describe specifically how the course(s) contribute to (1) maintaining or improving your current job skills, (2) contribute to your professional development, and/or (3) contribute to your department or the City of McFarland as a whole (use additional pages if necessary).

1) The course provided further clarification and understanding of the state's current political landscape, allowing to assist in the projection and planning of state revenue and budget allocations that will impact the city of McFarland.

2) Professionally the course provided development in the state's history and has improved my knowledge in policy and politics.

3) After taking the course, I will be able to improve and manage the city's finance department policies and procedures with a greater knowledge on where California's politics are expected to go. Establishing a conservative approach when managing the City of McFarland's Financial Operations

This course was also a requirement for my Graduation outline to graduate with a degree in Public Sector Financial Management.

Assistance Requested

Education Costs requested: (must not have been paid with other financial awards)	Tuition	$ 2,271.00	Educational Leave	___ YES ✓ NO
	Lab/Course	$	Number of Hours per Week:	
	Books*	$	Flexible Schedule Requested:	___ YES ✓ NO
	Total:	$ 2,271.00	Proposed Work Schedule/Leave Period:	

* Books, if reimbursed by City of McFarland, become property of the City of McFarland.

Employee Certification

I certify that the information submitted on this Educational Assistance Application is accurate to the best of my knowledge. I understand that Educational assistance and Educational Leave are not an absolute right and are subject to the City of McFarland approval and operational needs. I understand that Education Assistance is conditioned upon the availability of funds, and may be reported as taxable income. Additionally, I understand that Educational Assistance is governed by City of McFarland Tuition Assistance Policy and Agreement, which will be executed by the undersigned upon approval by the City Council. I understand that approval of this application by the City Manager, Department Director, and Human Resources only constitutes pre-approval and that final approval can only be provided by the City Council of the City of McFarland.

Employee Signature: _____ Date: 9/16/24

City of McFarland Pre-Approval

This Course (or degree program) will benefit both the employee's professional development and the City of McFarland. This course (or degree program) is not being taken as a requirement from the City's management.	**Support provided by City of McFarland**	
	Tuition	$
	Lab/Course	$
	Books	$
	Flexible Work Schedule	___ Yes ___ No
	Educational Leave	___ Yes ___ hours/week ___ No
	Extended Educational Leave (if requesting extended leave with pay, attach justification for the expense)	___ With Pay ___ Without Pay From _____ to _____

Note: If the employee is temporary, probationary or a trainee, s/he must have completed at least six months of satisfactory performance prior to this application being considered by the City of McFarland.

Department Director: _____ Date: _____

Name: _____

Human Resources: _____ Date: _____

Name: _____

City Manager Signature: _____ Date: _____

Name: _____

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

Tuition Assistance Application

Part 1: Pre-Approval

Deadline: Part 1 of this form (Pre-Approval) must be approved by the City Manager, the Director of the Employee's Department, and the City's Human Resource Department prior to the first day of classes.

Employee Information

Name:	Jonathan (First)	Alfredo (Middle)	Arceo (Last)	Date: 9/16/24
Phone:	707-740-8433	Position Title:	Finance Manager	
Email:		Supervisor Name:	Diego Viramontes	

Course Information

School: CSUB Location: Bakersfield Term: Fall 2024 semester

(use additional pages if required):	Course Title:	Course #(s):	Credit Hours:
	Public Management and Leadership	PPA 3000-01	3 credits
	Budgeting in Public organizations	PPA 4680-60	3 credits

Check all that apply:	✓ Undergraduate	___ Graduate	___ Continuing Education	✓ Job Related
	___ Non-Credit	___ Audit	___ Thesis/Dissertation	___ Not Job Related
	___ Licensure	___ Certification		
	___ Mandated by Law/Employer			

Is this course part of your degree program? (Circle all that apply)	✓ Yes	___ No		
If Yes, which degree?	___ Associates	✓ Bachelors	___ Masters	___ Doctorate
Employee's regular work schedule:	8:00 AM - 5:00 pm Monday - Friday			

Course Schedule:	PPA 3000-01 Monday 5:30pm - 6:45pm on Bakersfield campus / online PPA 4680-60 Online course
Is/are the course(s) available outside the employee's regular work schedule?	___ Yes ✓ No must leave early to make class on time

Describe specifically how the course(s) contribute to (1) maintaining or improving your current job skills, (2) contribute to your professional development, and/or (3) contribute to your department or the City of McFarland as a whole (use additional pages if necessary).

Courses will provide further development in management of the City of McFarland's Fiscal Budget. Understand public budgeting concepts and real world case studies to apply and improve current budget process at the City of McFarland.

Development in leadership within public organizations where I will apply and implement effective policies and procedures to the City of McFarland's Finance Department.

The application of my improved skills in leadership, management and public budgeting will be demonstrated in the development of staff and city procedures.

Assistance Requested

Education Costs requested: (must not have been paid with other financial awards)	Tuition	$ 2,767.00	Educational Leave	___ YES ✓ NO
	Lab/Course	$	Number of Hours per Week:	
	Books*	$	Flexible Schedule Requested:	✓ YES ___ NO
	Total:	$ 2,767.00	Proposed Work Schedule/Leave Period: TUE - FRI 8am - 5pm MON 8am - 4:30pm will make up time that week	

* Books, if reimbursed by City of McFarland, become property of the City of McFarland.

Employee Certification

I certify that the information submitted on this Educational Assistance Application is accurate to the best of my knowledge. I understand that Educational assistance and Educational Leave are not an absolute right and are subject to the City of McFarland approval and operational needs. I understand that Education Assistance is conditioned upon the availability of funds, and may be reported as taxable income. Additionally, I understand that Educational Assistance is governed by City of McFarland Tuition Assistance Policy and Agreement, which will be executed by the undersigned upon approval by the City Council. I understand that approval of this application by the City Manager, Department Director, and Human Resources only constitutes pre-approval and that final approval can only be provided by the City Council of the City of McFarland.

Employee Signature: _____ Date: 9/16/24

City of McFarland Pre-Approval

This Course (or degree program) will benefit both the employee's professional development and the City of McFarland. This course (or degree program) is not being taken as a requirement from the City's management.	**Support provided by City of McFarland**	
	Tuition	$
	Lab/Course	$
	Books	$
	Flexible Work Schedule	___ Yes ___ No
	Educational Leave	___ Yes ___ hours/week ___ No
	Extended Educational Leave (if requesting extended leave with pay, attach justification for the expense)	___ With Pay ___ Without Pay From _____ to _____

Note: If the employee is temporary, probationary or a trainee, s/he must have completed at least six months of satisfactory performance prior to this application being considered by the City of McFarland.

Department Director: _____ Date: _____

Name: _____

Human Resources: _____ Date: _____

Name: _____

City Manager Signature: _____ Date: _____

Name: _____

City of McFarland's
Tuition Assistance Program Policy

Purpose

The purpose of the education assistance program is for workforce planning and development. It provides a tool for employees to receive support for academic activities that directly relate to the City of McFarland's (hereinafter "City") business, and which support the mission, vision, and values of the City. The educational assistance program is not an employee benefit, right or entitlement; it is a program for workforce development. Denial of participation in the educational assistance program is not grievable, except on grounds of discrimination.

The education assistance program provides payment of academic costs if funds are available, and/or time off the job if the course is available only during working hours and City resources and personnel allow for such time off.

Eligibility

Permanent employees, regularly scheduled 40 hours or more per week, and probationary, temporary and/or trainee employees, after satisfactory performance for a period of not less than six months, as determined by management.

Selective Service Registration: NCGS 143B-421.1 requires those eligible for selective service to be registered in order to be reimbursed academic costs. The federal Selective Service law specifies that males, both US citizens and immigrant aliens residing in the US and its territories, ages 18 through 25, shall register with the Selective Service.

Origination of Request

Requests for educational assistance may be initiated by the employee or management.

Employees may initiate requests for educational assistance to:

- Maintain/enhance current skills; and
- Develop new skills/competencies for career development within the City.

Management may initiate requests for educational assistance to:

- Ensure employees have mandated licensure or certification;
- Address a shortage of skilled workers in specific classifications;
- Develop a pool of employees for succession planning;
- Build specific high priority skills; and
- Address performance expectations of the employee as specified on the performance management improvement plan.

Job-related degrees and corresponding non-work related courses within a degree program may be approved at the discretion of management.

Academic Sources and Approved Courses

A. Academic Courses

Academic courses are defined as a course/degree provided by an accredited GED program, community college, undergraduate college, technical or vocational training, adult education or university. Academic courses/degrees provided through traditional classroom, video-based, distance learning, web-based, e-learning and certain correspondence courses (see Ineligible Sources below) are eligible for approval. The course must provide academic credit or continuing education credit, be listed in the college/university course catalog and charge tuition in the traditional meaning of tuition (as opposed to only registration fees).

B. Approved Courses

Management, when making the determination whether to provide educational assistance to take a specific course, must consider the basic principle: "deemed beneficial to both the City and the employee."

Completion of the course should have a direct benefit to the City. The improved knowledge, skills and abilities gained by the employee should benefit the individual in completion of his/her current and/or potential job duties. Management should consider workforce planning, succession planning and career development in approving employees to receive educational assistance.

Guidelines to consider in course selection are:

- Courses which provide knowledge and skills directly related to maintaining or improving current job skills;
- Courses mandated by law or regulation as a job requirement for continued employment; and
- Courses directly related to the employee's current job or a documented workforce need.

When approving courses, management must consider workforce planning in developing employees who demonstrate the ability to perform at a higher level of responsibility. Hard to recruit classifications are areas in which an employee could be approved to take courses outside his/her current classification level to meet future work needs. Examples of this are:

- Technicians working on a college degree to fill professional engineering positions; or employees participating in a licensing program, such as those related to Wastewater Treatment; or
- Courses included in an academic program, which are necessary to complete a management approved degree program.
- Educational assistance shall not be approved for courses where management has determined that neither the course, nor degree is of benefit to the City.

The City's City Council may approve exceptions to the approved course policy.

C. Audited Courses

Academic courses which are audited are eligible for educational assistance; however an employee may receive tuition assistance for the same course or course equivalent only once. Payment of education expenses requires a statement written on school letterhead and signed by the instructor that the employee attended at least 85% of the scheduled class meetings during the academic term.

D. Certification/Licensing (Post-Employment)

Incumbent employees who meet minimum educational requirements for employment and for whom certification/licensing is required after employment or is deemed desirable by management are eligible for educational assistance under the following conditions:

- Certification/licensing is mandated or is a policy requirement of the City.
- Educational assistance is authorized for certification or licensing only if the certification or license is attained via academic course work.

Tuition Assistance

A. Academic Costs

Eligible employees approved for educational assistance shall receive assistance in paying their academic costs charged by the academic source at which the employee is enrolled. Academic costs are defined as charges assessed by an academic source to every person enrolling for the course. These charges are required of everyone and are neither negotiable nor discretionary for the individual enrolling in the course. Academic costs include in-state tuition, fees and course/lab fees. Course/lab fees must always be itemized. Payment of course/lab fees may require a written statement from the academic source justifying the fee as a required fee in addition to other fees.

B. Amount of Assistance

Eligible employees may receive assistance for academic costs charged by the academic source where enrolled. The City may pay for all academic costs as specified in the paragraph "Academic Costs," or only tuition and other academic-related fees, but not fees unrelated to registering for a course or a degree program, such as dorm, student union construction, athletic fees, student health service, cultural event fees, etc.

The City may also, with a bona fide business justification, reduce the amount of payment per employee to a set amount less than the tuition and fees and/or limit the number of courses for which any one employee may be reimbursed in an academic term.

The City, if choosing to pay for an amount less than the academic costs specified in the paragraph "Academic Costs" shall make this information available to all employees at the beginning of the fiscal year and apply this limitation in a fair and equitable manner to all employees requesting educational assistance in that fiscal year. (See also "Reimbursement without Department Funds" section below.)

For study at accredited GED programs and California State University institutions or the institutions of the California Community College System, eligible employees may be reimbursed for 50% or up to $2,500 of academic costs for up to 90 semester credit hours or 45 quarter credits for a two-year program.

For study at all academic institutions other than California State University institutions and institutions of the California Community College System, eligible employees may be reimbursed up to the maximum academic cost charged by California State University institutions for up to 180 credit hours (or 120 quarter hours per fiscal year). Payment of tuition and fees from out-of-state colleges/universities shall not exceed the amount as specified above.

a. *Special Graduate Programs* - Graduate professional programs with unusual course/lab fees, tuition or other fees will be considered on a course-by-course basis. The City's City Council may approve payment of these academic costs.

C. Non-reimbursable Expenses

Reimbursement shall NOT be made for:

- Application, examination, and graduation fees;
- Transportation costs; or
- Supplies.

D. Other Financial Assistance

Financial assistance from any other financial aid program shall not be duplicated under this program. (If eligible for Tuition Waiver and/or Student Fee Waiver, the employee must apply these programs first.) However, the difference, if any, between such aid and the allowable costs under the Educational assistance program may be reimbursed.

E. Tax Status

Congress enacted the Economic Growth and Tax Relief Reconciliation Act of 2001 which allows an employer to offer its employees up to $5,250 in tax-free (job related and non-job-related) educational assistance for undergraduate and graduate level courses begun after December 31, 2001.

F. Requirement for Assistance

Management may consider any current disciplinary action for job performance or personal conduct prior to approval of the application for education assistance.

If funds are available, the applicant shall receive education assistance of approved academic costs upon submitting evidence of acceptance to a pre-approved course. Employee must complete approved academic courses or must reimburse the City for those costs the City paid. Completion is defined as "Satisfactory," "Pass," or a grade of "C" or better for GED classes or undergraduate courses, and a "B" ("P") or better for graduate courses.

G. Employee Separations

In the event Employee voluntarily quits his or her employment with the City or the City terminates Employee "for cause" prior to the employee completing the required number of years of continued employment by the employer, as stated in the employee's tuition assistance agreement, Employee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of 10% per year ("Tuition Repayment Obligation") on a prorated basis. As used in this Agreement, "for cause" means any material misrepresentation, theft or fraudulent act toward the City, any other employee or any client of the City.

H. Courses Taken "At the City's Request"

Because of specific high priority skill needs of certain job classifications at the City, management may require employees to take specific courses or degree programs "at the City's request." Under these circumstances, the following applies:

- All limitations under the provisions of this policy are waived. Employees are still responsible for requirements for withholding taxes and FICA.
- All expenses to the individual shall be reimbursed related to acquiring the necessary course or degree, to include: travel costs; examinations and administrative fees; textbooks and other course materials. (Any books or materials paid for by the City become the property of the City.)

Leave

An approved course should be taken on the employee's own time. If a course can be taken only during working hours, eligible employees must request Educational Leave prior to the beginning of the course, allowing sufficient time for the educational assistance request to be reviewed. Educational Leave may be granted unless the City's City Council and/or City Manager identifies work conditions that will not permit the employee to be absent from the job. The City's management are encouraged to develop alternate work arrangements to complete the work assignments and also grant Educational Leave. Reasonable travel time as determined by the supervisor may be permitted to attend approved courses.

The City may approve Educational Leave, and, if approved, Educational Leave shall not be charged to the employee's vacation leave.

Educational Leave during work hours shall not exceed one course up to five hours academic credit per academic term. Exceptions to the leave restriction may be addressed using the Educational Leave with Pay provisions of this policy.

A. Extended Leave Situations

Courses taken at the City's request that exceed the credit hour per fiscal year limitation must follow the Extended Educational Leave policy.

B. Extended Educational Leave

The City may provide leave with pay or leave without pay for certain types of academic courses. The references to these specific policies are set out below.

C. Educational Leave Without Pay

Extended Educational Leave without pay may be granted by the City's City Council in accordance with the normal Leave Without Pay Policy.

D. Educational Leave With Pay

Extended Educational Leave with Pay is allowed only with advance approval of the City's City Council. Justification for the paid leave must be attached to the Educational Assistance Application at the time of pre-approval (see "Application Procedures" section below).

Any employee (permanent, probationary, trainee or time-limited) may be considered for extended Educational Leave to participate in job or career-related work-study, scholarship or fellowship programs based upon the following criteria:

- Verification that both labor market and organizational needs exist for development in the program requested.

- Equal opportunity provided in selection of candidates.

Employees are informed of the City's policies and procedures regarding:
- Announcement and application procedures,
- Screening and selection of employees,
- Limitations and restrictions on academic courses,
- Leave, salary, benefit conditions, withholding taxes and FICA, and
- Education assistance payment agreement

Requests for extended Educational Leave initiated by the employee and which do not meet with the above criteria will be administered according to the Leave without Pay Policy.

Maintaining Records

The City is responsible for retaining records, on a fiscal year basis, of educational assistance activity. This information shall be reported annually to the City's City Council and shall include the following:
- Number employees participating in the program,
- Amount (tuition and fees) paid,
- Number employees granted Educational Leave,
- Number employees taking courses at the City's request
- Number employees granted extended education leave,
- Number of employees taking courses for mandated/required certification/licensing

Application Procedures

A. Pre-Approval (Part I of the Educational Assistance Application)

Deadline: Educational Assistance Application must be approved prior to the start date of the course.

1. Employee submits Educational Assistance Application to his/her supervisor.
2. The City's Manager, Human Resources Director, and the employee's Department Director reviews requests and makes recommendations to the City Council for approval of any contribution to the employee's coursework.
3. Employee submits education invoice/bill from education institution.
4. The City pays the agreed upon portion of Employee's education costs.

Questions

If you have questions regarding the Educational Assistance Program, contact the City's Human Resources Department.

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: PUBLIC HEARINGS
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Waive full reading and introduce Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101

SUMMARY:

On August 8, 2024 the City Council adopted Ordinance 6-2024 amending the Municipal Code to set the regular City Council meetings to the second and fourth Wednesday of the month at 6:00 PM.

The Mayor is recommending a change, effective January 1, 2025, to move the meetings to the first and third Wednesday of the month to accommodate the schedule of the City Attorney.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

City Council hold public hearing. Upon closing of public hearing, waive full reading and introduce Ordinance 15-2024.

ATTACHMENTS:

None

ORDINANCE NO. 15-2024

AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101

Section 1. Recitals

WHEREAS, The City of McFarland desires to amend, clarify, and codify its Municipal Code Chapter related to city council meetings;

WHEREAS, this Ordinance updates the Municipal Code to change the regular meeting date for City Council meetings.

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

Section 1. Section 2.04.010 of the McFarland Municipal Code is hereby adopted, amended and restated to read as follows:

2.04.010 - Time Set for meetings.
The first and third Wednesday of each and every month at the hour of six (6) p.m. is established as the time for the regular meeting of the City Council.

Section 2. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect January 1, 2025 pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on

10/9/2024, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on October 9, 2024.

ATTEST:

_____
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: PUBLIC HEARINGS
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Waive full reading and introduce Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-23, AND 060-420-24.

SUMMARY:

The City of McFarland received an application from Neil Mendrin requesting the proceedings of a proposed Annexation 19. On September 18, 2024, staff and applicant presented the Annexation proposal to LAFCo, Kern Local Agency Formation Commission, where the commission approved the proposal with the condition that the six (6) parcels on the corner of Garzoli Avenue and Sherwood Avenue also be added to the proposal. These six (6) parcels are APN: 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, and 060-420-24. Additionally, the six parcels are required to be included in the Pre-Zoning map. The addition of the six (6) parcels, will add 39.8 acres to the annexation. The Pre-Zoning of these additional parcels will incorporate Residential (R-2 and R-4) and Mixed-Use (CRMU) which is consistent with the existing City of McFarland General Plan. The additional parcels already receive City water utilities and therefore, no increase in City water utilities is foreseen. Staff reviewed the additional parcels through environmental and found that per Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, they were exempt and no further environmental analysis is required.

FINANCIAL IMPACT:

The zone change would not result in a fiscal impact.

RECOMMENDATION:

City Council waive full reading and introduce Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-23, AND 060-420-24.

ATTACHMENTS:

1. Ordinance No. 00016-2024 -Pre-zoning Annex 19

ORDINANCE NO. 00016-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, AND 060-420-24.

Section 1. Recitals

WHEREAS, Milicic Farming LLC filed an application proposing to amend the City of McFarland zoning map and city limits; and

WHEREAS, LAFCO, Kerm Local Agency Formation Commission, approved the proposal with the condition that the applicant also add the six (6) properties on the corner of Garzoli Avenue and Sherwood Avenue; and

WHEREAS, the Pre-Zoning will incorporate Residential (R-2 and R-4) and Mixed-Use (CRMU); and

WHEREAS, the Pre-Zoning Map will include Assessor's Parcels 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, and 060-420-24; and

WHEREAS, the additional six (6) parcels will mean an additional 39.8 acres brought into the City limits; and

WHEREAS, the Pre-Zoning Map is consistent with the City of McFarland General Plan; and

WHEREAS, the City of McFarland Zoning Map is hereby amended as reflected in Exhibit "A" and attached hereto and by this reference made a part hereof; and

WHEREAS, it has been determined that the remaining portion is exempt from the California Quality Act (CEQA) per Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities and no further environmental analysis is required; and

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

Section 2. The Recitals set forth above are true and correct and incorporated herein.

Section 3. The Pre-Zoning of Assessor's Parcels 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-24, 060-420-23, and 060-420-24 is approved in accordance with the map shown in Attachment A.

Section 4. **Notice.** The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 6. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 7. **Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on the 9th day of October 2024, by the following vote:

PASSED, AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 23rd day of October 2024, by the following vote:

	Aye	**Nae**	**Abstain**	**Absent**
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria Pérez				

_____

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on March 14, 2024.

ATTEST:

_____

Erika De La Cruz, City Clerk

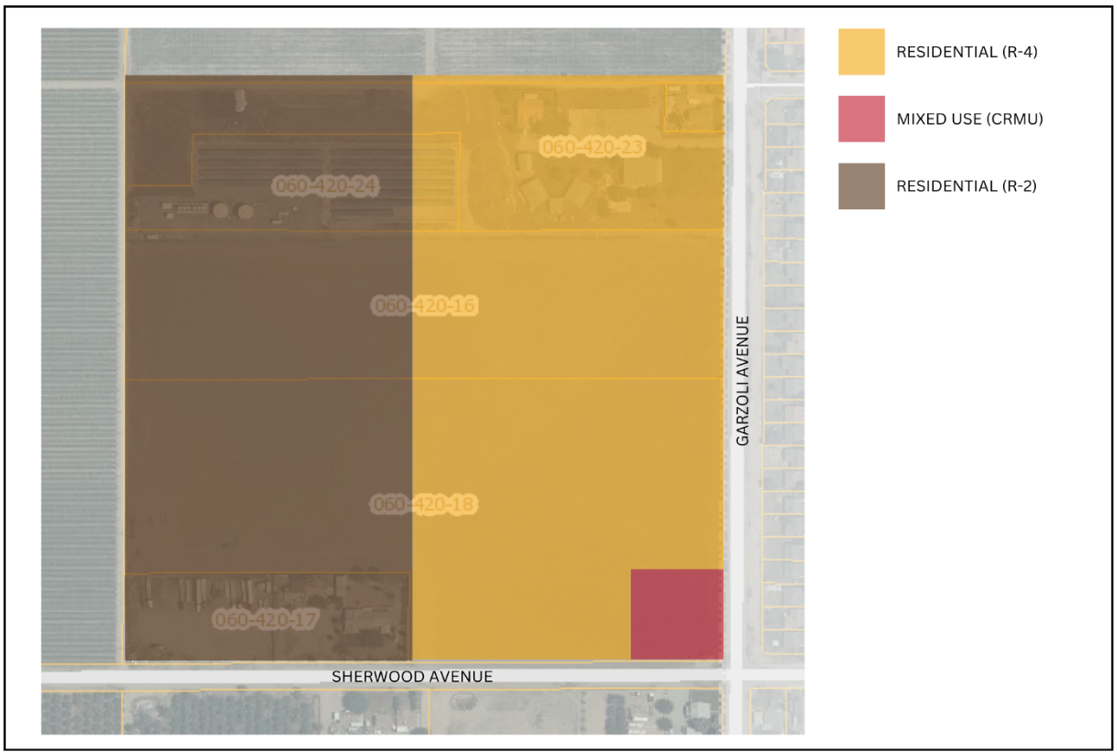
APPROVED AS TO FORM:

_____

Nathan Hodges, City Attorney

Exhibit A

Pre-Zoning Map



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2024-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING TEMPORARY USE PERMIT 2024-0003 FOR THE MCFARLAND HARVEST FESTIVAL.

SUMMARY:

Mujeres Activas submitted an application for a Temporary Use Permit (TUP) for a Harvest Festival on October 24 and 25. The event will be held at the Community Garden from 3:00 to 7:00 PM each day. The following summarizes the proposed event.

- **Activities:** Photo opportunities inside the garden, face painting, pumpkins for sale, loteria game, and Hole In One selling food out of a food truck.
- **Entrance fee:** $1
- **Expected # of attendees:** 100
- Security at entrance
- **# of Volunteers:** 15-20, directing traffic and controlling the parking area, working at the entrance, working throughout the garden area
- **Funds:** Funds raised will be used towards Thanksgiving baskets
- **Alcohol**: No alcohol use on premise
- **Area wanting to use for parking:** North parking of garden & dirt area South of the EV Charging station.
- **Music/noise:** Small speaker playing music
- **Food:** Hole in One will be selling food out of a food truck and portion of funds will go to MA

The application has been reviewed by the various city departments and conditions of approval are contained in the resolution consistent with TUP requirements.

FINANCIAL IMPACT:

No direct fiscal impact.

RECOMMENDATION:

City Council adopt Resolution 2024-118 approving Temporary Use Permit for the McFarland Harvesst Festival on October 24 and 25.

ATTACHMENTS:

1. Resolution 2014-118 Exhibit A Conditions of Approval
2. Map of Activities
3. TUP Application

RESOLUTION NO. 2024-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING TEMPORARY USE PERMIT 2024-0003 FOR THE MCFARLAND HARVEST FESTIVAL.

WHEREAS, Mujeres Activas Lideres Comunitarias has filed an application for Temporary Use Permit to operate a proposed McFarland Harvest Festival; and

WHEREAS, the project location is generally located West of Industrial Street, North of E. Sherwood Avenue and East of the railroad and hwy-99 referenced in Exhibit A; and

WHEREAS, the event shall be held on Thursday and Friday, October 24th and 25th of 2024 from 3PM – 7PM; and

WHEREAS, the project site is located on Assessor's Parcel Number 200-070-05 and partially at 200-070-06 & 200-070-07; and

WHEREAS, the applicant is also requesting permission from the City of McFarland to use the City of McFarland Community Garden, garden parking area, and the area South of the EV Charging station as overflow parking; and

WHEREAS, it has been determined that Temporary Use Permit 2024-0003 is exempt from the California Environmental Quality Act (CEQA) per Section 15304(e) the Minor Alterations to the Land; and

WHEREAS, the City Council, through its clerk, did set Wednesday, October 9, 2024, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for approval of Resolution No. 2024-118 and Temporary Use Permit 2024-0003; and

WHEREAS, the City Council considered all written and oral testimony on Temporary Use permit 2024-0003.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct.
2. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(e) the Minor Alterations to the Land.
    a. The Temporary Use Permit granted shall be subject to conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the subject property is located.
    b. The granting of the Temporary Use Permit will not be detrimental to the public health, safety, convenience, and welfare or injurious to property improvements in the vicinity where the property is located.
    c. The Temporary Use Permit does not allow a use or activity which is not expressly authorized by the regulations governing the subject parcel. The proposed event is allowed

if granted along with a business license, Temporary Use Permit, and any other conditions applied by the City of McFarland.

3. Temporary Use Permit 2024-0003 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density, and intensity standards of the General Plan land use designation.
4. Temporary Use Permit 2024-0003 is hereby approved, subject to the conditions in Exhibit D.
5. Any decision by the City Council shall be final unless within fifteen (15) days of the date of the decision unless the applicant or any other person appeals the City Council decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	**Nae**	**Abstain**	**Absent**
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____

Nathan Hodges, City Attorney

EXHIBIT D

Conditions of approval

PART A – PROJECT INFORMATION

1. Assessor's Parcel Number 200-070-05, 200-070-06, AND 200-070-07

2. Job Address: Industrial Street

3. Existing General Plan: Community garden, parking lot, and dirt vacant land

4. Existing Zoning:

5. Project Description: Allow for the operation of Mujeres Activas Lideres Comunitarias at the property located above.

PART B – CONDITIONS OF APPROVAL

The conditions of approval are based on adopted City plans and policies, those determined through site plan review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety and welfare of the community, and recommended conditions for development that are not essential to the health, safety and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Conditions of approval may be appealed within fifteen (15) calendar days from the date of the approval. However conditions based on the City of McFarland Municipal Code are mandatory and may be modified by variance, provided findings pursuant to the McFarland Municipal Code Section 17.148 can be made. Should an appeal of a mandatory condition of approval be received, an application for a variance and the associated fee must be submitted for consideration.

GENERAL CONDITIONS AND REQUIREMENTS

1) No uses of land, buildings, or structures other than those specifically approved pursuant to this Temporary Use permit shall be submitted.

2) Applicant must collect property authorization to use the APN's proposed (200-070-05, 200-070-06, AND 200-070-07)

3) Prior to the start of operation, the applicant shall provide the City of McFarland with an approved Kern County Health Permit/ Temporary Food Facility Permit.

4) Liability insurance with coverage for an event of 100 participants must be attained prior to the start of operation.

5) Any proposed changes to the operation of the proposed business shall require review by the City of McFarland City Council.

6) Applicant shall be required to have trash cans throughout the site.

7) The project is currently used for community garden and will return to that use.

8) The applicant shall only have business hours from 3 PM to 7 PM.

9) The applicant shall commence operations no sooner than Thursday, October 24, 2024, and shall cease operations through Friday, October 25, 2024.

10) The applicant will use Wednesday, October 23, 2024, for set up and Saturday, October 26, 2024, for tear down.

11) The expected number of attendees is 100.

12) No animals will participate in the event.

13) No alcohol will be allowed nor sold on the premise.

14) A public restroom shall be provided to the volunteers of the event.

15) Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises.

16) Use shall not create or cause vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.

17) No business license shall be issued until a Temporary Use Permit is obtained, pursuant to the City of McFarland Municipal Code.

18) A business license for the food vendor is required upon Temporary Use Permit approval.

19) A Temporary Use Permit is not transferable and expires October 26, 2024.

20) Parking for the event shall not cause traffic congestion along Industrial Street and E. Sherwood Avenue.

21) Three (3) security officials at minimum shall be on-site at all times of operation of the event.
    a. This shall include a hired Security Company.
    b. A security shall stand post at entry, another inside the garden, and the third at the parking location.
    c. A receipt showing proof of hired security company/officers is required prior to start of operation.

22) The perimeter of the event shall be fenced and only one entrance shall be established.

23) Security officers shall also stand post at the entrance point.

24) Any land that is utilized for the event shall be cleaned after the event.

25) Traffic control will be enforced to ensure traffic flow is consistent.

McFarland Harvest Festival

Mujeres Activas Lideres Comunitarias

$260.00 deposit.

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

401 W. Kern Avenue
McFarland, CA 93250
661-792-3091 Office
661-792-3093 Fax

Temporary Use Permit Application

I. Type of Application

☐ **Noncommercial** tent meeting ☐ **Commercial** carnival, fair, concert, exhibit, festival, farmer market, or similar event ☒ **Noncommercial** carnival, fair, concert, exhibit, festival, celebration, or similar event ☐ **Other:** _____

II. Submittal Requirements

All items identified below must be included in the application packet. If any items are missing, the application will not be accepted. **ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE PROJECT APPROVAL.**

- ☐ Completed Temporary Use Permit Application
- ☐ Two (2) copies of Site Plan (if applicable) (refer to Required Information for Exhibits)
- ☐ Two (2) copies of Elevations (if applicable) (refer to Required Information for Exhibits)
- ☐ Payment of Filing Deposit Fees (contact the Community Development Department for fees due)
- ☐ Narrative Description (Detailed project description)
- ☐ Liability Insurance (If applicable)
- ☐ Letter from Property owner (Granting permission to applicant to hold event on their property.)

CONSENT OF APPLICANT AND PROPERTY OWNER: The consent of the applicant and property owner, if not the applicant, is required for filing an application for a land use development permit within the City of McFarland. The signatures of the applicant and property owner(s) below constitute consent for filing of this application.

INCOMPLETE APPLICATIONS: The completeness of this application, which includes accompanying plans when applicable, shall be subject to the review of the Community Development Department. Applications for any of the above listed actions, and other actions as deemed necessary by the Community Development Department, shall be considered incomplete pending a completeness review.

III. General Information

Project Information

Name of Project (if applicable): McFarland Harvest Festival Pumpkin Patch

Address: 234 Industrial St. McFarland, CA 93250

APN(s): 200-070-05 Site Area: _____

Zone District: _____ Existing Use of Property: _____

Applicant Information

Name of Applicant /(Individual, business, or organization): Mujeres Activas Lideres Comunitarias

Address: 669 Tokay St. McFarland CA 93250 Email Address (optional): Mujeresactivaslideres@gmail.com

Phone Number: 661-370-8439 Fax Number (optional): _____

Signature: _____

Property Owner Information

Name of Property Owner: McFarland City

Number of Property Owner: 661-792-3091 Ext. 2107

☐ Will you be serving alcohol? (Acquire a permit from State of California Alcoholic Beverage Control Department)

☐ Will you be serving food? (Submit a permit from Kern County Environmental Health Department)

Funding Information

☐ Type A – Privately funded event & will pay 100% of the fees

☐ Type B – Cosponsored event with City & will pay 50% of the fees or amount agreed upon City Council

☐ Type C – Funded by the City event & City will absorb 100% of the fees

If requesting a "Type B" - cosponsored event or "Type C" - funded event by the city, list that request in the narrative description.

For Staff Use Only:

Application No.:	Related Files:
Date Received:	Received By:
Fee Amount:	Receipt No.:

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Approval of Resolution No. 2024-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE GRANT APPLICATION OF MUJERES ACTIVAS LIDERES COMUNITARIAS FOR THE HARVEST FESTIVAL AT THE MCFARLAND COMMUNITY GARDEN

SUMMARY:

Mujeres Activas Lideres Comunitarias (MALC), a designated 501(c)(3) nonprofit organization in active and good standing, has requested a $2,500 grant from the Community Grants Program for their inaugural Harvest Festival at the McFarland Community Garden. This event aims to provide a memorable pumpkin patch experience for underprivileged children, with additional festivities including games, food, and decorations. MALC has been instrumental in transforming the McFarland Community Garden from an unused space into a vibrant community hub, effectively making it their second home and a central location for community engagement.

FINANCIAL IMPACT:

The total estimated cost of the Harvest Festival is $3,500. MALC seeks $2,500 in funding from the city to cover expenses such as security, pumpkins, prizes, decorations, games, and food. The remaining cost will be met through ongoing fundraising efforts. This grant will facilitate a community-centric event that not only enriches the lives of McFarland's children but also strengthens community bonds.

RECOMMENDATION:

Staff recommends that the City Council approve the grant application of $2,500 to Mujeres Activas Lideres Comunitarias. This funding will support an event that not only provides joy and celebration to our children but also highlights the successful transformation of the community garden by MALC. Approval of this grant aligns with the City’s goals of fostering inclusive and vibrant community spaces.

ATTACHMENTS:

1. Mujeres Activas Lideres_Redacted

RESOLUTION NO. 2024-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE GRANT APPLICATION OF MUJERES ACTIVAS LIDERES COMUNITARIAS FOR THE HARVEST FESTIVAL AT THE MCFARLAND COMMUNITY GARDEN

WHEREAS, Mujeres Activas Lideres Comunitarias (MALC) is a recognized 501(c)(3) nonprofit organization in good standing, actively contributing to the cultural and social development of McFarland; and

WHEREAS, MALC has significantly transformed the McFarland Community Garden into a thriving space for community activities, thereby establishing a vital community asset; and

WHEREAS, MALC has organized the first Harvest Festival, aimed at providing a festive, enriching experience for underprivileged children, with an emphasis on family engagement and community spirit; and

WHEREAS, the organization has requested $2,500 in grant funding to facilitate this event, promoting health, happiness, and unity within our community;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. Grant Approval: The City Council hereby approves the grant application of Mujeres Activas Lideres Comunitarias for $2,500 to support the Harvest Festival at the McFarland Community Garden.
2. Funding Allocation: The Finance Director is authorized to allocate the approved amount from the Community Grants Program budget.
3. Event Oversight and Reporting: MALC is required to submit a detailed report post-event that outlines the usage of the funds, the activities conducted, the turnout, and the impact on the community.
4. Acknowledgment of Contributions: The City Council recognizes and commends MALC for their ongoing efforts in enhancing the McFarland Community Garden and their commitment to creating inclusive and enriching community events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	Nae	Abstain	Absent

Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

401 W. Kern Avenue
McFarland, CA 93250
661-792-3091 – Office
661-792-3093 - Fax

City of McFarland Community Grant Application

INTRODUCTION

Please review and complete this application.

- All applications must be submitted by mail to the City Clerk at 401 W. Kern Street, McFarland CA 93250
- Submission of this application in no way obligates the City of McFarland to award a grant.
- The City of McFarland reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- If you have any questions, please contact the City of McFarland; (661) 792-3091.

TO BE COMPLETED BY APPLICANT

Name of Individual/Entity/Non-Profit Organization: Mujeres Activas Lideres Comunitarias

Address: [redacted]

Federal Tax ID #: [redacted]

Contact Person Name and Title: [redacted]

Contact Person E-mail: [redacted]

Contact Person Phone: [redacted]

Are you a non-profit organization? **Yes [X] No [ ]**
If yes, please attach proof of current non-profit status to this application.

Does your Entity/Organization have a governing board? **Yes [X] No [ ]**
If yes, please provide attach list governing board members and indicate if they serve specific terms. Please also include a letter of support or acknowledgment of application for the City of McFarland Community Grant.

If applicant is a school affiliated group and organization, is a letter of support by the respective principal or designee included? **Yes [ ] No [X]**
Please indicate what type of event/activity you are requesting grant funding for:

EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Event/Activity Name: McFarland Harvest Festival

Event/Activity Date: 10/24/2024 & 10/25/2024

Event/Activity Start Time: 3pm

Event/Activity End Time: 7pm

Event/Activity Description: Pumpkin patch

Event/Activity Venue: McFarland Community Garden

Event/Activity Address: 234 Industrial St McFarland CA 93250

Organization/Event/Activity Website: N/A

Expected # of Attendees: 100 per day

DESCRIPTION OF EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Describe in detail what the grant funds will be used for and how it will benefit McFarland residents, students, or schools.

Money will be used to purchase security, pumpkins, prizes for activities, decoration, games and food.

Describe how your event or activity will contribute positively to the recognition and image of the City of McFarland.

This will be the first harvest / pumpkin patch event for the Community where we can give this experience to under priveledged children who cannot travel out.

Is your event or activity open to the public? Yes [X] No [ ]

Is your event or activity political or religious in nature? Yes [ ] No [X]

Have you received grant funding from the City of McFarland in the past? Yes [ ] No [X]

If yes, please describe when, how much was received, and how the funds were used.

N/A

List all other sources of funding for the event or activity:

N/A

Amount of Anticipated Expenses: $3,500

Amount of Grant Request: $2,500

Please note that applicants requesting grant funding for any type of event or activity may require a completed Temporary Use Permit Application be submitted and a copy of the event/activity budget with this application.

By my signature below, I have read and understand the Community Grant Policy. I make the following representations and acknowledge agreement to the following terms and conditions:

- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- This application and award of grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- The City may reconsider funding requests at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Community Grant Policy has been violated.

Applicant Signature [redacted]

Print Name: Araceli Jacinto

Title: Secretary

Date: 9/25/2024

Mujeres Activas Lideres Communitarias

[redacted] | Mc Farland, California, United States

Other Names

MUJERES ACTIVAS LIDERES COMUNITARIAS INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[redacted]

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Diego Viramontes
CITY OF MCFARLAND
401 W KERN AVE
MCFARLAND, CA 93250

Receipt Date: 09/05/2024
[redacted]

Receipt Detail

Description	Document/Payment No.	Amount
Nonprofit Corp - Statement of Information	[redacted]	-$20.00
Payment - Web Credit Card		$20.00

Total Amount Charged: **-$20.00**
Total Payment Received: **$20.00**

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Appointment of Community Representative to the Board of Trustees of the Delano Mosquito Abatement District

---

SUMMARY:

The Delano Mosquito Abatement District (DMAD) is a special district established to protect public health by controlling mosquitoes and other vectors. According to the California Health and Safety Code Section 2021(d), the City of McFarland has the authority to appoint one person to the DMAD Board of Trustees to represent the City's interests.

Historically, the City Council of McFarland has appointed a local resident to this role. This position is open to any McFarland resident who is willing to serve. The current representative from the City of McFarland, Vice Mayor Ricardo Cano, has served as a trustee since 2021 and currently holds the position of Board Vice President. His term is due to expire on November 1, 2024.

The City of McFarland recently received a letter from Thai (Jay) Thao, District Manager of the Delano Mosquito Abatement District, recommending that Vice Mayor Cano be reappointed to the Board of Trustees. Vice Mayor Cano has been an active and effective trustee, regularly attending meetings and participating in key discussions related to the district's operation and vector control efforts. Given his familiarity with the district's operations, leadership skills, and expertise, it would be beneficial to the district's continuity to retain his experience.

In accordance with Health & Safety Code 2000, Section 2021(d), the City Council may appoint any qualified McFarland resident. Therefore, the Council may choose to reappoint Vice Mayor Cano or open the appointment to another qualified candidate.

FINANCIAL IMPACT:

There is no fiscal impact associated with the appointment of a representative to the Delano Mosquito Abatement District Board of Trustees.

RECOMMENDATION:

Staff recommends that the City Council appoint a representative from the City of McFarland to serve as a Board of Trustee for the Delano Mosquito Abatement District. The City Council should consider reappointing Vice Mayor Ricardo Cano, whose term is set to expire on November 1, 2024, or select another McFarland resident willing to serve.

ATTACHMENTS:

1. Board_Reappoint_Letter_Cano_2024
2. California Health and Safety Code Mosquito

Delano Mosquito

11281 Garzoli Ave. • P.O. Box 220 • Delano, CA 93216
Ph. (661) 725-3114 • Fax (661) 725-3179
DMAD@DelanoMosquito.com

Thai (Jay) Thao
District Manager

September 26, 2024

Council of the City of McFarland
Attention: Erika De La Cruz, City Clerk
401 W. Kern Ave.
McFarland, CA 93250

Re: Consider Reappointment of Mr. Ricardo Cano to the Delano Mosquito Abatement District Board of Trustees.

Dear McFarland City Council Members,

The current term of the Delano Mosquito Abatement District Board of Trustee, Ricardo Cano, will expire on November 1, 2024. Mr. Cano has served as a Trustee for the Delano Mosquito Abatement District, representing the City of McFarland, since 2021 and is currently serving as Board Vice President. Mr. Cano has made important contributions to the District with his experience and leadership. Mr. Cano regularly attends Board meetings and actively participates in discussions regarding issues important to the District

In the current circumstance, it is certainly advantageous to the District to have continuity on the Board of Trustees as there is no substitute for experience. Mr. Cano's familiarity of mosquitoes and the diseases they can transmit, and the District's function and operation makes him an exceptional valuable asset to the District.

Health & Safety Code 2000, Section 2024 establishes the term service:

a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority.

I highly recommend Mr. Cano be considered favorably for reappointment to the Delano Mosquito Abatement District Board of Trustees.

Sincerely,

Thai Thao
District Manager

BOARD OF TRUSTEES

Art Armendariz County of Kern	County of Tulare	Rolando Perales County of Kern	Ricardo Cano City of Mcfarland	Mario Nunez, Jr. City of Delano

CALIFORNIA HEALTH AND SAFETY CODE

CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS

Article 1. General Provisions

2000. This chapter shall be known and may be cited as the Mosquito Abatement and Vector Control District Law.

2001. (a) The Legislature finds and declares all of the following:

(1) California's climate and topography support a wide diversity of biological organisms.
(2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
(3) Some of these diseases, such as mosquitoborne viral encephalitis, can be fatal, especially in children and older individuals.
(4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
(5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:
(1) Individual protection against the vectorborne diseases is only partially effective.
(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.
(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.
(4) Since 1915, mosquito abatement and vector control districts have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special districts with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control districts cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

2002. As used in this chapter:

(a) "Abate" means to put an end to a public nuisance, or to reduce the degree or the intensity of a public nuisance.
(b) "Board of trustees" means the legislative body of a district.
(c) "City" means any city, whether general law or chartered, including a city and county, and including any city the name of which includes the word "town."

(d) "Control" means to prevent or reduce vectors.
(e) "Department" means the State Department of Health Services. (f) "District" means any mosquito abatement and vector control district created pursuant to this chapter or any of its statutory predecessors.
(g) "Principal county" means the county having all or the greater portion of the entire assessed value, as shown on the last equalized assessment roll of the county or counties, of all taxable property within a district at the time of formation.
(h) "Property" means land and improvements, and includes water.
(i) "Public agency" means any state agency, board, or commission, including the California State University and the University of California, any county, city and county, city, regional agency, school district, special district, redevelopment agency, or other political subdivision.
(j) "Public nuisance" means any of the following:
(1) Any property, excluding water that has been artificially altered from its natural condition so that it now supports the development, attraction, or harborage of vectors. The presence of vectors in their developmental stages on a property is prima facie evidence that the property is a public nuisance.
(2) Any water that is a breeding place for vectors. The presence of vectors in their developmental stages in the water is prima facie evidence that the water is a public nuisance.
(3) Any activity that supports the development, attraction, or harborage of vectors, or that facilitates the introduction or spread of vectors.
(k) "Vector" means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and rodents and other vertebrates.
(l) "Voter" means a voter as defined by Section 359 of the Elections Code.

2003. (a) This chapter provides the authority for the organization and powers of mosquito abatement and vector control districts. This chapter succeeds the former Chapter 5 (commencing with Section 2200) as added by Chapter 60 of the Statutes of 1939, as subsequently amended, and any of its statutory predecessors.
(b) Any mosquito abatement and vector control district formed pursuant to the former Chapter 5 (commencing with Sect. 2200) or any of its statutory predecessors that was in existence on January 1, 2003, shall remain in existence as if it had been organized pursuant to this chapter. Any zone of a mosquito abatement and vector control district formed pursuant to former Section 2291 to former Section 2291.4, inclusive, and any of their statutory predecessors that was in existence on January 1, 2003, shall remain in existence as if it had been formed pursuant to this chapter.
(c) Any indebtedness, special tax, benefit assessment, fee, election, ordinance, resolution, regulation, rule, or any other action of a district taken pursuant to the former Chapter 5 (commencing with Section 2200) or any of its statutory predecessors that was taken before January 1, 2003, shall not be voided solely because of any error, omission, informality, misnomer, or failure to comply strictly with this chapter.

2004. This chapter is necessary to protect the public health, safety, and welfare, and shall be liberally construed to effectuate its purposes.

2005. If any provision of this chapter or the application of any provision of this chapter in any circumstance or to any person, city, county, special district, school district, the state, or any agency or subdivision of the state, including the California State University and the University of California, is held invalid, that invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision or application of the invalid provision, and to this end the provisions of this chapter are severable.

2006. (a) Any action to determine the validity of either the organization, or any action, of a district shall be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure.
(b) Any judicial review of an action taken pursuant to this chapter shall be conducted pursuant to Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure.

2007. (a) Except as provided in this section, territory, whether incorporated or unincorporated, whether contiguous or noncontiguous, may be included in a district. Territory that is already within a mosquito abatement and vector control district formed pursuant to this chapter may not be included within another mosquito abatement and vector control district.
(b) Except as otherwise provided in this chapter, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code, shall govern any change of organization or reorganization of a district. In the case of any conflict between that division and this chapter, the provisions of this chapter shall prevail.
(c) A district shall be deemed an "independent special district," as defined by Section 56044 of the Government Code.

Article 2. Formation

2010. A new district may be formed pursuant to this article.

2011. (a) A proposal to form a new district may be made by petition. The petition shall do all of the things required by Section 56700 of the Government Code. In addition, the petition shall:
(1) Set forth the methods by which the district will be financed, including, but not limited to, special taxes, special benefit assessments, and fees.
(2) Propose a name for the district.
(3) Specify the size of the initial board of trustees and the method of their appointment.
(b) The petitions, the proponents, and the procedures for certifying the sufficiency of the petitions shall comply with Chapter 2 (commencing with Section 56700) of Part 3 of Division 3 of Title 5 of the Government Code. In the case of any conflict between Chapter 2 (commencing with Section 56700) of Part 3 of Division 3 of Title 5 of the Government Code and this article, the provisions of this article shall prevail.
(c) The petition shall be signed by not less than 25 percent of the registered voters residing in the area to be included in the district, as determined by the local agency formation commission.

2012. (a) Before circulating any petition, the proponents shall publish a notice of intention that includes a written statement not to exceed 500 words in length, setting forth the reasons for forming the district and the methods by which the district will be financed. The notice shall be published pursuant to Section 6061 of the Government Code in one or more newspapers of general circulation within the territory proposed to be included in the district. If the territory proposed to be included in the district is located in more than one county, publication of the notice shall be made in at least one newspaper of general circulation in each of the counties.

(b) The following shall be signed by a representative of the proponent, and shall be in substantially the following form:

"Notice of Intent to Circulate Petition

"Notice is hereby given of the intention to circulate a petition proposing to form the _____ (name of the district). The reasons for forming the proposed district are: _____. The method(s) by which the proposed district will be financed are: _____."

(c) Within five days after the date of publication, the proponents shall file with the executive officer of the local agency formation commission of the principal county a copy of the notice together with an affidavit made by a representative of the newspaper in which the notice was published certifying to the fact of the publication. (d) After the filing required pursuant to subdivision (c), the petition may be circulated for signatures.

2013. (a) A proposal to form a new district may also be made by the adoption of a resolution of application by the legislative body of any county or city that contains the territory proposed to be included in the district. Except for the provisions regarding the signers, signatures, and the proponents, a resolution of application shall contain all of the matters required for inclusion in a petition in Section 2011.

(b) Before adopting a resolution of application, the legislative body shall hold a public hearing on the resolution. Notice of the hearing shall be published pursuant to Section 6061 of the Government Code in one or more newspapers of general circulation within the county or city. At least 20 days before the hearing, the legislative body shall give mailed notice of its hearing to the executive officer of the local agency formation commission of the principal county. The notice shall generally describe the proposed formation of the district and the territory proposed to be included in the district.

(c) At the hearing required by subdivision (b), the legislative body shall give any person an opportunity to present his or her views on the resolution.

(d) The clerk of the legislative body shall file a certified copy of the resolution of application with the executive officer of the local agency formation commission of the principal county.

2014. (a) Once the proponents have filed a sufficient petition or a legislative body has filed a resolution of application, the local agency formation commission shall proceed pursuant to Part 3 (commencing with Section 56650) of Division 3 of Title 5 of the Government Code.

(b) If the local agency formation commission approves the proposal for the formation of a district, then, notwithstanding Section 57007 of the Government Code, the

commission shall proceed pursuant to Part 4 (commencing with Section 57000) of Division 3 of Title 5 of the Government Code.

(c) Notwithstanding Section 57075 of the Government Code, the local agency formation commission shall take one of the following actions:
  (1) If a majority protest exists in accordance with Section 57078 of the Government Code, the commission shall terminate proceedings.
  (2) If no majority protest exists, the commission shall either:
    (A) Order the formation without an election.
    (B) Order the formation subject to the approval by the voters of a special tax or the approval by the property owners of a special benefit assessment.

(d) If the local agency formation commission orders the formation of a district pursuant to subparagraph (B) of paragraph (2) of subdivision (c), the commission shall direct the board of supervisors to direct county officials to conduct the necessary elections on behalf of the proposed district.

Article 3. Boards of Trustees and Officers

2020. A legislative body of at least five members known as the board of trustees shall govern every district. The board of trustees shall establish policies for the operation of the district. The board of trustees shall provide for the faithful implementation of those policies which is the responsibility of the employees of the district.

2021. Within 30 days after the effective date of the formation of a district, a board of trustees shall be appointed as follows:

(a) In the case of a district that contains only unincorporated territory in a single county, the board of supervisors shall appoint five persons to the board of trustees.

(b) In the case of a district that is located entirely within a single county and contains both incorporated territory and unincorporated territory, the board of supervisors may appoint one person to the board of trustees, and the city council of each city that is located in whole or in part within the district may appoint one person to the board of trustees. If those appointments result in a board of trustees with less than five trustees, the board of supervisors shall appoint enough additional persons to make a board of trustees of five members.

(c) In the case of a district that contains only unincorporated territory in more than one county, the board of supervisors of each county may appoint one person to the board of trustees. If those appointments result in a board of trustees with less than five persons, the board of supervisors of the principal county shall appoint enough additional persons to make a board of trustees of five members.

(d) In the case of a district that is located in two or more counties and contains both incorporated territory and unincorporated territory, the board of supervisors of each county may appoint one person to the board of trustees, and the city council of each city that is located in whole or part within the district may appoint one person to the board of trustees. If those appointments result in less than five persons, the board of supervisors of the principal county shall appoint enough additional persons to make a board of trustees of five members.

2022. (a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

2023. (a) The initial board of trustees of a district formed on or after January 1, 2003, shall be determined pursuant to this section.

(b) The persons appointed to the initial board of trustees shall meet on the first Monday after 45 days after the effective date of the formation of the district.

(c) At the first meeting of the initial board of trustees, the trustees shall classify themselves by lot into two classes, as nearly equal as possible. The term of office of the class having the greater number shall expire at noon on the first Monday in January that is closest to the second year from the appointments made pursuant to Section 2021. The term of office of the class having the lesser number shall expire at noon on the first Monday in January that is closest to the first year from the appointments made pursuant to Section 2021.

2024. (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

2025. (a) Under no circumstances shall a board of trustees consist of less than five members. Except as provided in Section 2026, the number of members who represent the unincorporated territory of a county may not exceed five members.

(b) A board of trustees may adopt a resolution requesting the board of supervisors of any county that contains territory within the district to increase or decrease the number of members of the board of trustees who represent the unincorporated territory of that county within the district. The resolution shall specify the number of members and the areas of the unincorporated territory for which the board of trustees requests the increase or decrease.

(c) Within 60 days of receiving a resolution adopted pursuant to subdivision (b), the board of supervisors shall order the increase or decrease in the number of members of the board of trustees, consistent with the board of trustees' resolution.

(d) If the board of supervisors orders an increase in the number of members of the board of trustees, the board of supervisors shall appoint a person or persons to the board of trustees and specify their term of office, consistent with the requirements

of this chapter. If the board of supervisors orders a decrease in the number of members of the board of trustees, the board of supervisors shall designate the trustee or trustees whose office shall be eliminated at the termination of the trustee's current term of office. Any trustee whose office is designated to be eliminated shall continue to serve until his or her term of office expires.

2026. (a) A local agency formation commission, in approving either a consolidation of districts or the reorganization of two more districts into a single district, may, pursuant to subdivisions (k) and (n) of Section 56886 of the Government Code, change the number of members on the board of trustees of the consolidated or reorganized district, provided that the resulting number of trustees shall be an odd number but not less than five.

(b) Upon the expiration of the terms of the members of the board of trustees of the consolidated or reorganized district whose terms first expire following the effective date of the consolidation or reorganization, the total number of members on the board of trustees shall be reduced until the number equals the number of members determined by the local agency formation commission.

(c) Notwithstanding subdivision (b) of Section 2024, in the event of a vacancy on the board of trustees of the consolidated or reorganized district at a time when the number of members of the board of trustees is greater than the number determined by the local agency formation commission, the vacancy shall not be filled and the membership of the board of trustees shall be reduced by one member.

2027. (a) At the first meeting of the initial board of trustees of a newly formed district, and in the case of an existing district at the first meeting in January every year or every other year, the board of trustees shall elect its officers.

(b) The officers of a board of trustees are a president and a secretary. The president shall be a trustee. The secretary may be either a trustee or a district employee. A board of trustees may create additional officers and elect members to those positions. No trustee shall hold more than one office.

(c) Except as provided in Section 2077, the county treasurer of the principal county shall act as the district treasurer. The county treasurer shall receive no compensation for the receipt and disbursement of money of the district.

2028. A board of trustees shall meet at least once every three months. Meetings of the board of trustees are subject to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code.

2029. (a) A majority of the board of trustees shall constitute a quorum for the transaction of business.

(b) Except as otherwise specifically provided to the contrary in this chapter, a recorded vote of a majority of those trustees present and voting is required on each action.

(c) The board of trustees shall act only by ordinance, resolution, or motion.

(d) The board of trustees shall keep a record of all of its acts, including financial transactions.

(e) The board of trustees shall adopt rules for its proceedings.

2030. (a) The members of the board of trustees shall serve without compensation.

(b) The members of the board of trustees may receive their actual and necessary traveling and incidental expenses incurred while on official business. In lieu of paying for actual expenses, the board of trustees may by resolution provide for the allowance and payment to each trustee a sum not to exceed one hundred dollars ($100) per month for expenses incurred while on official business. A trustee may waive the payments permitted by this subdivision.
(c) Notwithstanding subdivision (a), the secretary of the board of trustees may receive compensation in an amount determined by the board of trustees.

Article 4. Powers

2040. Within the district's boundaries or in territory that is located outside the district from which vectors and vectorborne diseases may enter the district, a district may do all of the following:

(a) Conduct surveillance programs and other appropriate studies of vectors and vectorborne diseases.
(b) Take any and all necessary or proper actions to prevent the occurrence of vectors and vectorborne diseases.
(c) Take any and all necessary or proper actions to abate or control vectors and vectorborne diseases.
(d) Take any and all actions necessary for or incidental to the powers granted by this chapter.

2041. A district shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of this chapter, including, but not limited to, all of the following powers:

(a) To sue and be sued.
(b) To acquire by purchase, eminent domain, or other lawful means, any real property within the district or any personal property that may be necessary or proper to carry out the purposes and intent of this chapter.
(c) To sell, lease, or otherwise dispose of any real or personal property. Every sale of property shall be to the highest bidder. The board shall publish notice of the sale pursuant to Section 6066 of the Government Code. A board of trustees may exchange equivalent properties if the board determines that the exchange is in the best interests of the district.
(d) To donate any surplus real or personal property to any public agency or nonprofit organization.
(e) To purchase the supplies and materials, employ the personnel, and contract for the services that may be necessary or proper to carry out the purposes and intent of this chapter.
(f) To build, repair, and maintain on any land the dikes, levees, cuts, canals, or ditches that may be necessary or proper to carry out the purposes and intent of this chapter.
(g) To contract to indemnify or compensate any property owner for any injury or damage necessarily caused by the use or taking of real or personal property for dikes, levees, cuts, canals, or ditches.
(h) To engage necessary personnel, to define their qualifications and duties, and to provide a schedule of compensation for the performance of their duties.
(i) To engage counsel and other professional services.
(j) To adopt a seal and alter it at pleasure.

(k) To provide insurance pursuant to Part 6 (commencing with Section 989) of Division 3.6 of Title 1 of the Government Code.

(l) To participate in, review, comment, and make recommendations regarding local, state, or federal land use planning and environmental quality processes, documents, permits, licenses, and entitlements for projects and their potential effects on the purposes and intent of this chapter.

(m) To take any and all actions necessary for, or incidental to, the powers expressed or implied by this chapter.

2042. When acquiring, improving, or using any real property, a district shall comply with Article 5 (commencing with Section 53090) of Chapter 1 of Part 1 of Division 2 of Title 5, and Article 7 (commencing with Section 65400) of Chapter 1 of Division 1 of Title 7 of the Government Code.

2043. (a) A district shall have perpetual succession.

(b) A board of trustees may, by a two-thirds vote of its total membership, adopt a resolution to change the name of the district. The name shall contain the words "mosquito abatement district," "vector control district," "mosquito and vector control district," "mosquito control district," or "vector management district." The resolution shall comply with the requirements of Chapter 23 (commencing with Section 7530) of Division 7 of Title 1 of the Government Code. Within 10 days of its adoption, the board of trustees shall file a copy of its resolution with the Secretary of State, the county clerk, the board of supervisors, and the local agency formation commission of each county in which the district is located.

(c) Unless another provision of law requires a longer retention period, a district may destroy or otherwise dispose of any paper or electronic document filed with, or submitted to, the district after one year unless the board of trustees determines that there is a need for its retention. In determining whether there is a need for retaining a document, the board of trustees shall consider future public need, the effect on statutes of limitation, and historical significance.

2044. (a) A district may cooperate with any public agency or federal agency to carry out the purposes and intent of this chapter. To that end, a district may enter into agreements with those other public agencies or federal agencies to take any and all actions necessary or convenient for carrying out the purposes and intent of this chapter.

(b) A district may jointly acquire, construct, improve, maintain, and operate any facilities, projects, or programs with any other public agency or federal agency to carry out the purposes and intent of this chapter. Nothing in this chapter shall be construed to prohibit any joint or cooperative action with other public agencies or federal agencies.

(c) A district may enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

2045. A district may contract with other public agencies and federal agencies to provide any service, project, or program authorized by this chapter within the district's boundaries. A district may contract with other public agencies and federal agencies to provide any service, project, or program authorized by this chapter within the boundaries of the other public agencies and federal agencies.

2046. (a) Each district shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment. Each district shall adopt these policies and procedures by rule or regulation pursuant to Article 7 (commencing with Section 54201) of Chapter 5 of Division 2 of Title 5 of the Government Code.
(b) A district may request the State Department of General Services to make purchases of materials, equipment, or supplies on its behalf pursuant to Section 10298 of the Public Contract Code.
(c) A district may request the purchasing agent of the principal county to make purchases on materials, equipment, or supplies on its behalf pursuant to Article 7 (commencing with Section 25500) of Chapter 5 of Division 2 of Title 3 of the Government Code. (d) A district may request the purchasing agent of the principal county to contract with persons to provide services, projects, and programs authorized by this chapter pursuant to Article 7 (commencing with Section 25500) of Chapter 5 of Division 2 of Title 3 of the Government Code.

2047. Any person who restrains, hinders, obstructs, or threatens any officer or employee of a district in the performance of that person's duties, or any person who interferes with any work done by, or under the direction of, the district is guilty of a misdemeanor.

2048. (a) The Meyers-Milias-Brown Act, Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 of the Government Code applies to all districts.
(b) A board of trustees may adopt an ordinance establishing an employee relations system that may include, but is not limited to, a civil service system or a merit system.

2049. A board of trustees may require any employee or officer to be bonded. The district shall pay the cost of the bonds.

2050. A board of trustees may provide for any programs for the benefit of its employees and members of the board of trustees pursuant to Chapter 2 (commencing with Section 53200) of Part 1 of Division 2 of Title 5 of the Government Code.

2051. A district may authorize the members of its board of trustees and its employees to attend professional, educational, or vocational meetings, and pay their actual and necessary traveling and incidental expenses while on official business. The payment of expenses pursuant to this section may be in addition to the payments made pursuant to Section 2030.

2052. (a) Pursuant to Article 4 (commencing with Section 106925) of Chapter 4 of Part 1 of Division 104, every district employee who handles, applies, or supervises the use of any pesticide for public health purposes shall be certified by the department as a vector control technician in at least one of the following categories commensurate with the assigned duties:
(1) Mosquito control.
(2) Terrestrial invertebrate vector control.
(3) Vertebrate vector control.
(b) The department may establish, by regulation, exemptions from the requirements of this section that the department deems reasonably necessary to further the purposes of this section.

2053. (a) A district may request an inspection and abatement warrant pursuant to Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure. A warrant issued pursuant to this section shall apply only to the exterior of places, dwellings, structures, and premises. The warrant shall state the geographic area which it covers and shall state its purposes. A warrant may authorize district employees to enter property only to do the following:
(1) Inspect to determine the presence of vectors or public nuisances.
(2) Abate public nuisances, either directly or by giving notice to the property owner to abate the public nuisance.
(3) Determine if a notice to abate a public nuisance has been complied with.
(4) Control vectors and treat property with appropriate physical, chemical, or biological control measures.

(b) Subject to the limitations of the United States Constitution and the California Constitution, employees of a district may enter any property, either within the district or property that is located outside the district from which vectors may enter the district, without hindrance or notice for any of the following purposes:
(1) Inspect the property to determine the presence of vectors or public nuisances.
(2) Abate public nuisances pursuant to this chapter, either directly or by giving notice to the property owner to abate the public nuisance.
(3) Determine if a notice to abate a public nuisance has been complied with.
(4) Control vectors and treat property with appropriate physical, chemical, or biological control measures.

2054. Whenever the boundaries of a district or a zone change, or whenever the board of trustees levies a special tax or a special benefit assessment, the district shall comply with Chapter 8 (commencing with Section 54900) of Part 1 of Division 2 of Title 5 of the Government Code.

2055. (a) In any dispute between a district and another public agency over the need to prevent, abate, or control, or the methods and materials used to prevent, abate, or control vectors or vectorborne diseases, the district or the other public agency may appeal the decision to the director of the department within 10 days of the decision.

(b) Within 30 days of receiving an appeal pursuant to subdivision (a), the director of the department shall consult with the affected agencies, take written and oral testimony, decide the appeal, and convey the decision to the affected agencies. The director's decision shall be consistent with the purposes of this chapter. The decision of the director of the department shall be final and conclusive.

Article 5. Abatement

2060. (a) A district may abate a public nuisance pursuant to this article.

(b) The person or agency claiming ownership, title, or right to property or who controls the diversion, delivery, conveyance, or flow of water shall be responsible for the abatement of a public nuisance that is caused by, or as a result of, that property or the diversion, delivery, conveyance, or control of that water.

2061. (a) Whenever a public nuisance exists on any property within a district or on any property that is located outside the district from which vectors may enter the district, the board of trustees may notify the owner of the property of the existence of the public nuisance.

(b) The notice required by subdivision (a) shall do all of the following:
(1) State that a public nuisance exists on the property, describe the public nuisance, and describe the location of the public nuisance on the property.
(2) Direct the owner of the property to abate the nuisance within a specified time.
(3) Direct the owner of the property to take any necessary action within a specified time to prevent the recurrence of the public nuisance.
(4) Inform the owner of the property that the failure to comply with the requirements of the notice within the specified times may result in the district taking the necessary actions, and that the owner shall be liable for paying the costs of the district's actions.
(5) Inform the owner of the property that the failure to comply with the requirements of the notice within the specified times may result in the imposition of civil penalties of up to one thousand dollars ($1,000) per day for each day that the public nuisance continues after the specified times.
(6) Inform the owner of the property that before complying with the requirements of the notice, the owner may appear at a hearing of the board of trustees at a time and place stated in the notice.

(c) The board of trustees shall cause the notice required by subdivision (a) to be served on the owner of the property in the same manner as a summons in a civil action. If, after a diligent search, the notice cannot be served on the owner of the property, the board of trustees shall cause the notice to be posted in a conspicuous place on the property for not less than 10 days before the hearing. Not less than 10 days before the hearing, the board of trustees shall also cause a copy of the notice to be mailed by certified mail to the owner of the property at the address shown on the most recent assessment roll of the county in which the property is located.

(d) At the hearing before the board of trustees at the time and place stated in the notice, the board of trustees shall accept written and oral testimony from the property owner and other persons. At the close of the hearing, the board of trustees shall find, based on substantial evidence in the record, whether a public nuisance exists on the property. If the board of trustees finds that a public nuisance exists, the board of trustees shall order the owner of the property to abate the public nuisance and to take other necessary actions to prevent the recurrence of the public nuisance. The board of trustees shall specify a reasonable time by which the owner of the property shall comply with these requirements.

(e) If the owner of the property does not abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance within the time specified by the board of trustees, the district may abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance. In addition, the board of trustees may impose civil penalties pursuant to Section 2063.

2062. (a) A board of trustees shall not declare an agricultural operation to be a public nuisance because of the presence of immature flies if the board determines that the agricultural operation is designed and managed consistent with the accepted standards and practices for controlling fly development on similar agricultural operations.

(b) As used in this section, "accepted standards and practices" means those standards and practices determined by the University of California Cooperative Extension, the department, or local public health agencies. These standards and practices include, but are not limited to, all of the following:

(1) Property design and layout of the agricultural operation to minimize the opportunity for fly development.
(2) A comprehensive system for manure management to include storage, removal, and disposal.
(3) A comprehensive system for green waste management to include storage, removal, and disposal.
(4) An integrated pest management program to control the development and harborage of flies, including the components of surveillance, management, containment, and control.

2063. In addition to abating the public nuisance and taking any necessary actions to prevent the recurrence of the public nuisance, a board of trustees may impose a civil penalty on the owner of the property for failure to comply with the requirements of Section 2061. The civil penalty may not exceed one thousand dollars ($1,000) per day for each day that the owner of the property fails to comply with the district's requirements.

2064. A board of trustees may consider any recurrence of a public nuisance abated pursuant to Section 2061 to be a continuation of the original public nuisance.

2065. (a) The owner of the property abated pursuant to Section 2061 shall pay the district for the cost of abating the public nuisance and the cost of any necessary actions to prevent the recurrence of the public nuisance. The owner shall also pay any civil penalty imposed pursuant to Section 2063.
(b) If the owner of the property fails to pay the district's costs within 60 days, the board of trustees may order the costs and any civil penalties charged and collected against the property. The charge shall be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the costs and civil penalties charged and collected against the property.
(c) If the board of trustees charges the costs and any civil penalties against the parcel, the board of trustees may also cause the notice of abatement lien to be recorded. The notice shall, at a minimum, identify the record owner of the property, set forth the last known address of the record owner, set forth the date upon which the abatement of the public nuisance was ordered by the board of trustees, set forth the date upon which the abatement and any necessary actions to prevent the recurrence of the public nuisance was complete, and include a description of the real property subject to the lien and the amount of the cost and any civil penalties.
(d) However, if the board of trustees does not cause the recordation of a notice of abatement lien pursuant to subdivision (c), and any real property to which the costs and any civil penalties relate has been transferred or conveyed to a bona fide purchaser for value, or a lien on a bona fide encumbrancer for value has been created and attaches to that property, prior to the date on which the first installment of county taxes would become delinquent, then the cost and any civil penalties may not result in a lien against that real property but shall be transferred to the unsecured roll for collection.
(e) Recordation of a notice of abatement lien pursuant to subdivision (c) shall have the same effect as recordation of an abstract of a money judgment recorded pursuant to Article 2 (commencing with Section 697.310) of Chapter 2 of Division 2 of Title 9

of Part 2 of the Code of Civil Procedure. The lien created shall have the same priority as a judgment lien on real property and shall continue in effect until released. Upon order of the board of trustees, an abatement lien created under this section may be released or subordinated in the same manner as a judgment lien on real property may be released or subordinated.

2066. The lien provisions of this article shall not apply to property owned by a public agency. Notwithstanding Section 6103 of the Government Code or any other provision of law, a public agency shall pay the district for the cost of abating the public nuisance, the cost of any necessary actions to prevent the recurrence of the public nuisance, and any civil penalties.

2067. Any money collected by a county from a lien authorized pursuant to this article, other than the amounts authorized pursuant to Section 29304 of the Government Code, shall be paid to the district.

Article 6. Finances

2070. (a) On or before August 1 of each year, the board of trustees shall adopt a final budget, which shall conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 (commencing with Section 1031.1) of, and Article 1 (commencing with Section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations. The board of trustees may divide the annual budget into categories, including, but not limited to:
(1) Maintenance and operation.
(2) Employee compensation.
(3) Capital outlay.
(4) Interest and redemption for indebtedness.
(5) Restricted reserve for public health emergencies.
(6) Restricted reserve for capital and asset preservation.
(7) Restricted reserve for contingencies.
(8) Unallocated general reserve.

(b) The board of trustees shall forward a copy of the final budget to the auditor of each county in which the district is located.

2071. (a) In its annual budget, the board of trustees may establish one or more restricted reserves. When the board of trustees establishes a restricted reserve, it shall declare the exclusive purposes for which the funds in the reserve may be spent. The funds in the restricted reserve shall be spent only for the exclusive purposes for which the board of trustees established the restricted reserve. The reserves shall be maintained according to generally accepted accounting principles.

(b) Any time after the establishment of a restricted reserve, the board of trustees may transfer any funds to that restricted reserve.

(c) Notwithstanding any other provision of this section, in a public health emergency, a board of trustees may, by majority vote of the total membership of the board of trustees, temporarily transfer funds from other restricted reserves to the restricted reserve for public health emergencies.

(d) If the board of trustees finds that the funds in a restricted reserve are no longer required for the purpose for which the restricted reserve was established, the board of trustees may, by a four-fifths vote of the total membership of the board of

trustees, discontinue the restricted reserve or transfer the funds that are no longer required from the restricted reserve to the district's general fund.

2072. (a) On or before July 1 of each year, the board of trustees shall adopt a resolution establishing its appropriations limit and make other necessary determinations for the following fiscal year pursuant to Article XIIIB of the California Constitution and Division 9 (commencing with Section 7900) of the Government Code.
(b) Pursuant to subdivision (c) of Section 9 of Article XIIIB of the California Constitution, this section shall not apply to a district which existed on January 1, 1978, and that did not as of the 1977-78 fiscal year levy an ad valorem tax on property in excess of twelve and one-half cents ($0.125) per one hundred dollars ($100) of assessed value.

2073. The auditor of each county in which a district is located shall allocate to the district its share of property tax revenue pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code.

2074. (a) A district may accept any revenue, money, grants, goods, or services from any federal, state, regional, or local agency or from any person for any lawful purpose of the district.
(b) In addition to any other existing authority, a district may borrow money and incur indebtedness pursuant to Article 7 (commencing with Section 53820), Article 7.5 (commencing with Section 53840), Article 7.6 (commencing with Section 53850), and Article 7.7 (commencing with Section 53859) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code.

2075. All claims for money or damages against a district are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code.

2076. (a) All claims against a district shall be audited, allowed, and paid by the board of trustees by warrants drawn on the county treasurer.
(b) As an alternative to subdivision (a), the board of trustees may instruct the county treasurer to audit, allow, and draw his or her warrant on the county treasury for all legal claims presented to him or her and authorized by the board of trustees.
(c) The county treasurer shall pay the warrants in the order in which they are presented.
(d) If a warrant is presented for payment and the county treasurer cannot pay it for want of funds in the account on which it is drawn, the treasurer shall endorse the warrant, "NOT PAID BECAUSE OF INSUFFICIENT FUNDS" and sign his or her name and the date and time the warrant was presented. From that time until it is paid, the warrant bears interest at the maximum rate permitted pursuant to Article 7 (commencing with Section 53530) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code.

2077. (a) Notwithstanding Section 2076, a district that has total annual revenues greater than two hundred fifty thousand dollars ($250,000) may withdraw its funds from the control of the county treasurer pursuant to this section.
(b) The board of trustees shall adopt a resolution that does each of the following:
(1) States its intent to withdraw its funds from the county treasury.

(2) Adopt a procedure for the appointment of a district treasurer. The board of trustees may appoint the district treasurer, or the board of trustees may delegate the appointment of the district treasurer to the district's general manager. The district treasurer may be a member of the board of trustees, the secretary of the board of trustees, the general manager, or a district employee.

(3) Fix the amount of the bond for the district treasurer and other district employees who will be responsible for handling the district's finances.

(4) Adopt a system of accounting and auditing that shall completely and at all times show the district's financial condition. The system of accounting and auditing shall adhere to generally accepted accounting principles.

(5) Adopt a procedure for drawing and signing warrants, provided that the procedure adheres to generally accepted accounting principles. The procedure shall provide that bond principal and salaries shall be paid when due. The procedure may provide that warrants to pay claims and demands need not be approved by the board of trustees before payment if the district treasurer determines that the claims and demands conform to the district's approved budget.

(6) Designate a bank or a savings and loan association as the depositary of the district's funds. A bank or savings and loan association may act as a depositary, paying agent, or fiscal agency for the holding or handling of the district's funds, notwithstanding the fact that a member of the board of trustees whose funds are on deposit in that bank or savings and loan association is an officer, employee, or stockholder of that bank or savings and loan association, or of a holding company that owns any of the stock of that bank or savings and loan association.

(c) The board of trustees and the board of supervisors of the principal county shall determine a mutually acceptable date for the withdrawal of the district's funds from the county treasury, not to exceed 15 months from the date on which the board of trustees adopts its resolution.

(d) In implementing this section, the district shall comply with Article 1 (commencing with Section 53600) and Article 2 (commencing with Section 53630) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code. Nothing in this section shall preclude the district treasurer from depositing the district's funds in the county treasury of the principal county or the State Treasury pursuant to Article 11 (commencing with Section 16429.1) of Chapter 2 of Part 2 of Division 4 of Title 2 of the Government Code.

(e) The district treasurer shall make annual or more frequent written reports to the board of trustees, as the board of trustees shall determine, regarding the receipts and disbursements and balances in the accounts controlled by the district treasurer. The district treasurer shall sign the reports and file them with the secretary.

2078. The board of trustees may establish a revolving fund pursuant to Article 15 (commencing with Section 53950) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code to make change and pay small bills directly.

2079. (a) The board of trustees shall provide for regular audits of the district's accounts and records pursuant to Section 26909 of the Government Code.

(b) The board of trustees shall provide for the annual financial reports to the Controller pursuant to Article 9 (commencing with Section 53890) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code.

Article 7. Alternative Revenues

2080. Whenever a board of trustees determines that the amount of revenues available to the district or any of its zones is inadequate to meet the costs of providing facilities, programs, projects, and services, the board of trustees may raise revenues pursuant to this article or any other provision of law.

2081. A district may levy special taxes pursuant to:

(a) Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code.
(b) The Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code.

2082. (a) A district may levy special benefit assessments consistent with the requirements of Article XIIID of the California Constitution to finance vector control projects and programs.
(b) Before beginning a vector control project or program proposed to be financed pursuant to this section, the board of trustees shall adopt a resolution that does all of the following:
(1) Specifies its intent to undertake the project or program.
(2) Generally describes the project or program.
(3) Estimates the cost of the project or program.
(4) Estimates the duration of the proposed special benefit assessment.
(c) After adopting its resolution pursuant to subdivision (b), the board of trustees shall proceed pursuant to Section 53753 of the Government Code.
(d) The special benefit assessments levied pursuant to this section shall be collected at the same time and in the same manner as county taxes. The county may deduct an amount not to exceed its actual costs incurred for collecting the special benefit assessments before remitting the balance to the district. The special benefit assessments shall be a lien on all the property benefited. Liens for the assessments shall be of the same force and effect as liens for property taxes, and their collection may be enforced by the same means as provided for the enforcement of liens for county taxes.

2083. A district may levy special benefit assessments consistent with the requirements of Article XIIID of the California Constitution to finance capital improvements, including, but not limited to, special benefit assessments levied pursuant to:

(a) The Improvement Act of 1911, Division 7 (commencing with Section 5000) of the Streets and Highways Code.
(b) The Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the Streets and Highways Code.
(c) The Municipal Improvement Act of 1913, Division 12 (commencing with Section 10000) of the Streets and Highways Code.
(d) Any other statutory authorization enacted in the future.

2084. Pursuant to Section 5 of Article XIIID of the California Constitution and Section 53753.5 of the Government Code, any assessment existing on November 6, 1996, that was imposed

exclusively to finance the capital costs or maintenance and operation expenses for vector control shall be exempt from the procedures and approval process set forth in Section 4 of Article XIIID of the California Constitution and Section 2082. Subsequent increases in those assessments shall be subject to the procedures and approval process set forth in Section 4 of Article XIIID of the California Constitution and Section 2082.

2085. (a) A board of trustees may charge a fee to cover the cost of any service that the district provides or the cost of enforcing any regulation for which the fee is charged. No fee shall exceed the costs reasonably borne by the district in providing the service or enforcing the regulation for which the fee is charged.

(b) Before imposing or increasing any fee for property-related services, a board of trustees shall follow the procedures in Section 6 of Article XIIID of the California Constitution.

(c) Notwithstanding Section 6103 of the Government Code, a board of trustees may charge a fee authorized by this section to other public agencies.

(d) A board of trustees may charge residents or taxpayers of the district a fee authorized by this section which is less than the fee that it charges to nonresidents or nontaxpayers of the district.

(e) A board of trustees may authorize district employees to waive the payment, in whole or in part, of a fee authorized by this section when the board of trustees determines that the payment would not be in the public interest. Before authorizing any waiver, a board of trustees shall adopt a resolution that specifies the policies and procedures governing waivers.

Article 8. Zones

2090. (a) Whenever a board of trustees determines that it is in the public interest to provide different services, to provide different levels of service, or to raise additional revenue within specific areas of the district, it may form one or more zones pursuant to this article.

(b) The board of trustees shall initiate proceedings for the formation of a new zone by adopting a resolution that does all of the following:

(1) States that the proposal is made pursuant to this article.

(2) Sets forth a description of the boundaries of the territory to be included in the zone.

(3) States the different services, the different levels of service, or additional revenues which the zone will provide.

(4) Sets forth the methods by which those services or levels of service will be financed.

(5) States the reasons for forming the zone.

(6) Proposes a name or number for the zone.

(c) A proposal to form a new zone may also be initiated by a petition signed by not less than 10 percent of the registered voters residing within the proposed zone. The petition shall contain all of the matters required by subdivision (b).

(d) Upon the adoption of a resolution or the receipt of a valid petition, the board of trustees shall fix the date, time, and place for the public hearing on the formation of the zone. The board of trustees shall publish notice of the hearing, including the information required by subdivision (b), pursuant to Section 6061 of the Government Code in one or more newspapers of general circulation in the district.

The board of trustees shall mail the notice at least 45 days before the date of the hearing to all owners of property within the proposed zone. The board of trustees shall post the notice in at least three public places within the territory of the proposed zone.

2091. (a) At the hearing, the board of trustees shall hear and consider any protests to the formation of a zone pursuant to this article. The board of trustees shall terminate the proceedings, if, at the conclusion of the hearing, it determines either of the following:

(1) More than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation.

(2) Property owners who own more than 50 percent of the assessed value of all taxable property within the proposed zone have filed written objections to the formation. If the board of trustees determines that the written objections have been filed by 50 percent or less of those voters or property owners, then the board of trustees may proceed to form the zone.

(b) If the resolution or petition for formation of a zone proposes that the zone use special taxes, special benefit assessments, or fees for property-related services to finance its purposes, the board of trustees shall proceed according to law. If the voters or property owners do not approve those funding methods, the zone shall not be formed.

2092. (a) A board of trustees may change the boundaries of a zone or dissolve a zone by following the procedures in Sections 2090 and 2091.

(b) Except as provided in Section 56886 of the Government Code, a local agency formation commission shall have no power or duty to review and approve or disapprove a proposal to form a zone, a proposal to change the boundaries of a zone, or a proposal to dissolve a zone.

2093. (a) As determined by the board of trustees, a zone may provide any service at any level or levels within its boundaries that the district may provide.

(b) As determined by the board of trustees and pursuant to the requirements of this chapter, a zone may exercise any fiscal powers within its boundaries that the district may exercise.

(c) Any special taxes, special benefit assessments, or fees which are intended solely for the support of services within a zone shall be levied, assessed, and charged within the boundaries of the zone.

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Approval of Resolution No. 2024-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ACCEPT THE BID SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE W. PERKINS AVE. & 3RD ST. INTERSECTION SAFETY IMPROVEMENTS – STPL 5343 (020) PROJECT IN THE AMOUNT OF $235,235.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BID, AND UP TO $89,389.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

SUMMARY:

The City of McFarland was allotted $346,601 for construction in Federal funds under the Regional Surface Transportation (RSTP) program funding. These RSTP funds are being used for the Safety Improvements at the W. Perkins Ave. and 3rd Street intersection (See attached site map). The project will provide for the retrofit of cross gutters, sidewalks and curb ramps, installation of high visibility crosswalks, and will upgrade signs, striping, and pavement markings.

On September 18, 2024, at 2:15 PM. sealed bids were opened for this project. A total of four (4) bids were received and opened by the City Clerk. The following is the tabulation of the bids received:

Bidder	Bid amount
Westrock General Engineering	$235,235.00
Burtch Construction	$275,568.71
Bowman Asphalt	$304,813.00
Griffith Company	$315,735.00

The Project Engineer (BHT Engineering, Inc.) has reviewed and qualified the lowest responsible bidder, Westrock General Engineering. See attached Low Bid Analysis. The City is allowing 30 working days for the contractor to complete the project.

FINANCIAL IMPACT:

The total estimated project cost is $324,624.00, which includes $35,285.00 for contingencies and $54,104.00 for construction management and material testing.

The City of McFarland has received funding through Caltrans STPL program in which the Federal Match is 88.53% which amounts to $287,389.00. The City is responsible for the Local Match of 11.47% which amounts to $37,235.00

The Total Financial Impact to the TDA funds for this project will be an estimated $37,235.00 which has been incorporated into the FY24-25 budget.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2024-112 accepting the lowest responsive and responsible Bid, award the project and to execute a construction agreement with Westrock General Engineering in the amount of $235,235.00 for the W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020) Project and authorize the City Manager to execute the construction agreement.

Additionally, Staff recommends the approval in the amount of $35,285.00 for Construction Contingencies and $54,104.00 for Construction Management and Materials Sampling & Testing; crucial to the successful completion of the project. These funds will be utilized for unforeseen work that may arise during the construction process which was unforeseen at the time of bidding and for Construction Management/Observation to further guarantee that the City and its residents receive a quality product acceptable in quality, nature, and construction method.

ATTACHMENTS:

1. McFarland - W Perking & 3rd - Bid Summary
2. Site Map - W Perkins & 3rd
3. McFarland - Public Works Contract - W Perkins 3rd_Redacted
4. 5343-020 - W Perkins 3rd - Low Bid Analysis_Redacted

RESOLUTION NO. 2024-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ACCEPT THE BID SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE W. PERKINS AVE. & 3RD ST. INTERSECTION SAFETY IMPROVEMENTS – STPL 5343 (020) PROJECT IN THE AMOUNT OF $235,235.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BID, AND UP TO $89,389.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

WHEREAS, on Wednesday, September 18, 2024, sealed bids were opened for this project; and

WHEREAS, a total of four bids were received and the results are as follows:

Bidder	Bid amount
Westrock General Engineering	$235,235.00
Burtch Construction	$275,568.71
Bowman Asphalt	$304,813.00
Griffith Company	$315,735.00

WHEREAS, the bids were reviewed and analyzed by the engineering firm BHT Engineering, Inc., for a recommendation of the lowest responsible and responsive bidder. Westrock General Engineering with a bid of $235,235.00 was recommended as the lowest responsive and responsible bidder; and,

WHEREAS, an amount of $89,389.00 is needed for construction contingencies and Construction Management and Materials Sampling and Testing; and,

WHEREAS, the City Council of the City of McFarland agrees to the terms and conditions of the proposed construction agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. Authorizes the award of a Construction Agreement to Westrock General Engineering, for the W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020) Project, in the Amount of $235,235.00.
3. Authorizes the City Manager to execute the Construction Agreement.
4. Allocates funds in the amount of $89,389 for up to $35,285.00 for contingency; and up to $54,104.00 for Construction Management and Materials Sampling and Testing.
5. The City Clerk shall certify to the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

CITY OF MCFARLAND - BID SUMMARY
W. PERKINS AVE. & 3RD STREET - INTERSECTION SAFETY IMPROVEMENTS - STPL 5343 (020)

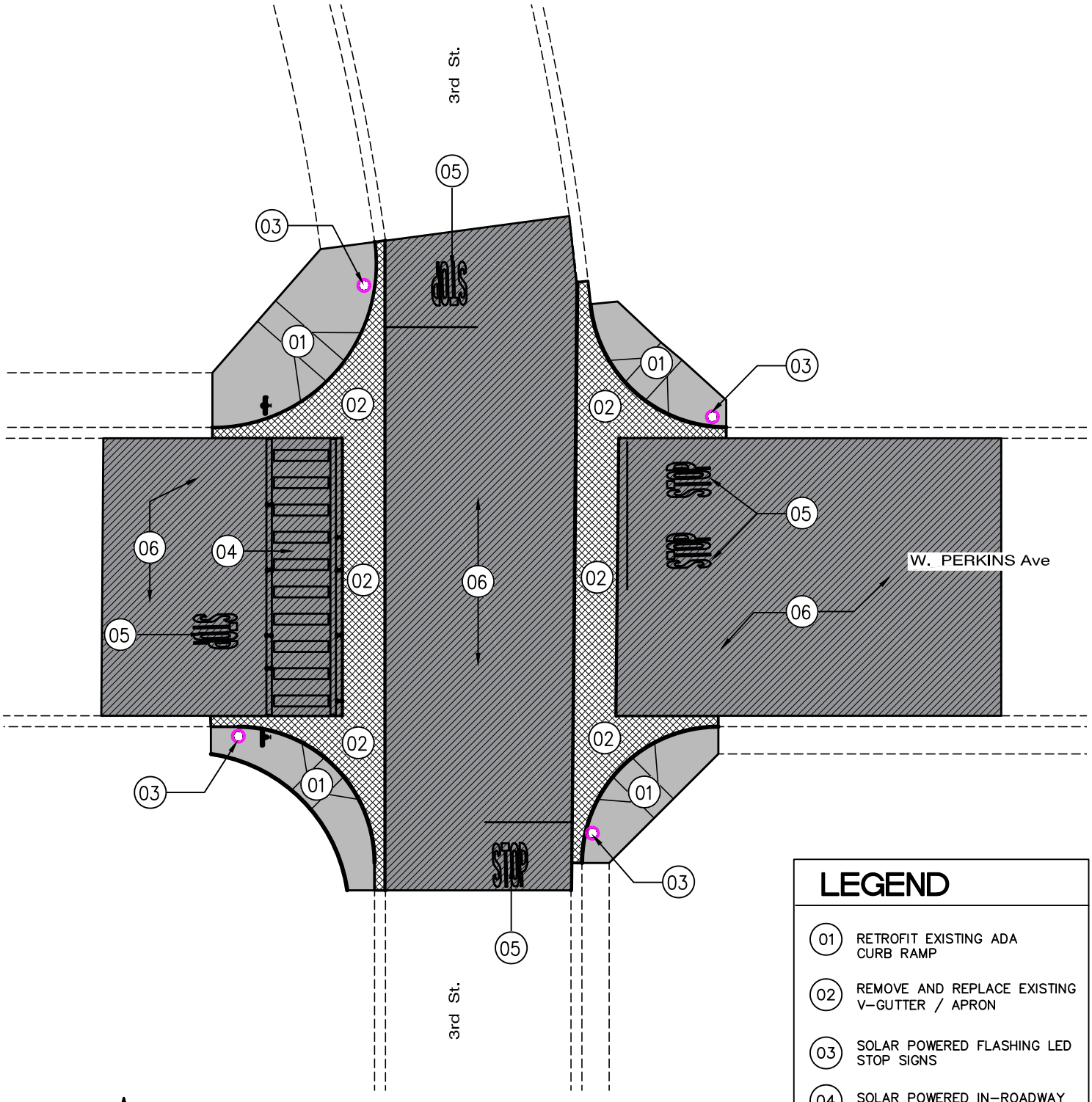
BID OPENING: SEPTEMBER 18, 2024 @ 2:15 PM
FOUR (4) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

						1		2		3	
				Engineer's Estimate		Westrock LLC Bakersfield, CA (661) 496-4265 Lic No. 1096953		Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	9871	$1.60	$ 15,793.60	$ 1.50	$ 14,806.50	$ 0.88	$ 8,686.48	$ 1.70	$ 16,780.70
2	CLASS 2 AGGREGATE BASE	TON	187	$150.00	$ 28,050.00	$ 73.00	$ 13,651.00	$ 105.57	$ 19,741.59	$ 60.00	$ 11,220.00
3	TYPE "A" HMA OVERLAY	TON	196	$400.00	$ 78,400.00	$ 205.00	$ 40,180.00	$ 251.79	$ 49,350.84	$ 185.00	$ 36,260.00
4	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	382	$30.00	$ 11,460.00	$ 12.50	$ 4,775.00	$ 43.41	$ 16,582.62	$ 25.00	$ 9,550.00
5	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	$4,500.00	$ 18,000.00	$ 5,520.00	$ 22,080.00	$ 4,296.24	$ 17,184.96	$ 6,700.00	$ 26,800.00
6	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	2565	$28.00	$ 71,820.00	$ 21.00	$ 53,865.00	$ 31.96	$ 81,977.40	$ 26.00	$ 66,690.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	79	$125.00	$ 9,875.00	$ 50.50	$ 3,989.50	$ 24.78	$ 1,957.62	$ 100.00	$ 7,900.00
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	$ 4,000.00	$ 16,000.00	$ 3,500.00	$ 14,000.00	$ 3,993.07	$ 15,972.28	$ 3,500.00	$ 14,000.00
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-4 (18"X6")	EA.	4	$ 100.00	$ 400.00	$ 125.00	$ 500.00	$ 142.61	$ 570.44	$ 125.00	$ 500.00
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	523	$9.00	$ 4,707.00	$ 10.00	$ 5,230.00	$ 5.71	$ 2,986.33	$ 5.00	$ 2,615.00
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	436	$13.00	$ 5,668.00	$ 10.00	$ 4,360.00	$ 9.13	$ 3,980.68	$ 8.00	$ 3,488.00
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	110	$20.00	$ 2,200.00	$ 10.00	$ 1,100.00	$ 23.39	$ 2,572.90	$ 20.50	$ 2,255.00
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	294	$11.00	$ 3,234.00	$ 1.00	$ 294.00	$ 5.71	$ 1,678.74	$ 5.00	$ 1,470.00
14	INSTALL 8" WHITE CHANNELIZING LINE (DETAIL 8) - THERMOPLASTIC	L.F.	49	$20.00	$ 980.00	$ 2.00	$ 98.00	$ 5.71	$ 279.79	$ 5.00	$ 245.00
15	ADJUST SURVEY MONUMENT TO GRADE	EA.	2	$1,540.00	$ 3,080.00	$ 2,200.00	$ 4,400.00	$ 2,255.81	$ 4,511.62	$ 1,700.00	$ 3,400.00
16	ADJUST SEWER MANHOLE TO GRADE	EA.	1	$2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,255.81	$ 2,255.81	$ 2,450.00	$ 2,450.00
17	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	$3,600.00	$ 3,600.00	$ 10,007.00	$ 10,007.00	$ 5,602.53	$ 5,602.53	$ 3,000.00	$ 3,000.00
18	TEMPORARY TRAFFIC CONTROL	L.S.	1	$35,000.00	$ 35,000.00	$ 38,899.00	$ 38,899.00	$ 39,676.08	$ 39,676.08	$ 96,189.30	$ 96,189.30
				TOTAL BID:	**$ 310,267.60**		**$ 235,235.00**		**$275,568.71**		**$304,813.00**

Date Updated: 09-24-24. By: JMP

2021 RSTP CALL FOR PROJECTS

W. PERKINS AVE AND 3RD ST. - INTERSECTION IMPROVEMENTS



PROJECT LOCATION MAP

Not to Scale

LEGEND

01	RETROFIT EXISTING ADA CURB RAMP
02	REMOVE AND REPLACE EXISTING V-GUTTER / APRON
03	SOLAR POWERED FLASHING LED STOP SIGNS
04	SOLAR POWERED IN-ROADWAY WARNING LIGHT CROSSWALK SYSTEM
05	PAVEMENT MARKINGS- STRIPING
06	REMOVE AND REPLACE EXISTING ASPHALT PAVING

SHEET				
2	CITY OF McFARLAND KERN COUNTY, CALIFORNIA 2021 RSTP CALL FOR PROJECTS	BHT ENGINEERING, INC. 218 S. H ST STE. 201, BAKERSFIELD, CA 93304 PHONE: (661) 558-4641	DATE: 07-13-2021 SCALE: AS-SHOWN DRAWN BY: MPH	JOB NO. 21603

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

Westrock General Engineering

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
Westrock General Engineering

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this **9th** day of **October 2024** by and between the CITY OF MCFARLAND, a municipal corporation ("**City**") and **Westrock General Engineering**, a California Corporation/LLC/Partnership/Etc. ("**Contractor**"). City and Contractor may sometimes be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the City of McFarland Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled **W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020**) ("**Project**"), in accordance with the terms and conditions of this Agreement, which may be referred to as the "**services**" or "**work**" hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, "**Contract Documents**" refers to all of the documents included in the solicitation of bids for the Project and Contractor's bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions, Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents

and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Caltrans Specifications.

The provisions of the Caltrans Standard Specifications (as the same may be updated, amended, or supplemented from time to time, "Standard Specifications") are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Standard Specifications shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Standard Specifications and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the state or federal prevailing wage applicable to each laborer, whichever is higher.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Workday. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's

performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities

and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with

the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Standard Specifications, as may be amended by the Contract Documents and as follows:

The City Manager or their designee shall have authority to fully execute change orders up to any compensation or time extension constraints that may be imposed by the City Council, if any at the time of approval of this agreement.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("Uniform Requirements"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. If the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern. *(If REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS applies, attach as Exhibit "B")*

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties

or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of **Two Hundred Thirty-Five Thousand Two Hundred Thirty-Five dollars and Zero cents ($235,235.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of

any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within **fifteen (15)** calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Thirty (30)** consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **ONE THOUSAND DOLLARS AND ZERO CENTS ($1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("**Principals**") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced, nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees, or agents of City. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The "**Project Manager**" for the City shall be the City Engineer or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not

less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior

to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non- contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or it employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage

which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

~~(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than **5%** of the Contract Sum.~~

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has be finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("**Risk Manager**") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "**books and records**"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "**documents and materials**") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation

as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse, or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse, or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Fresno, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District

of California, in the County of Fresno, State of California.

7.2 Termination.

The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the Specifications at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

7.3 Dispute Resolution Process.

(a) Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

2. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

3. Chronology of events and correspondence related to the claim.

4. Statement of grounds for the claim.

5. Analysis of the claim's cost, if any.

6. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute and adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(i) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of

Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in

interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of McFarland, 401 W Kern Ave, McFarland, CA 93250, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Standard Specifications and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete, and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MCFARLAND, a municipal corporation

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

HODGES LAW GROUP

By: _____
Nathan M. Hodges, City Attorney

CONTRACTOR:
WESTROCK GENERAL ENGINEERING

By: _____

Name: _____

By: _____

Name: _____

Address: _____

_____

_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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EXHIBIT A

CONTRACTOR'S BID

BID SCHEDULE

W. Perkins Ave. and 3rd St.
Intersection Safety Improvements
STPL 5343 (020)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	9871	$14,806.50	$14,806.50
2	CLASS 2 AGGREGATE BASE	TON	187	$73.00	$13,651.00
3	TYPE "A" HMA OVERLAY	TON	196	$205.00	$40,180.00
4	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	382	$12.50	$4,775.00
5	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	$5,520.00	$22,080.00
6	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	2565	$21.00	$53,865.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	79	$50.50	$3,989.50
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	$3,500.00	$14,000.00
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-4 (18"X6")	EA.	4	$125.00	$500.00
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	523	$10.00	$5,230.00
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	436	$10.00	$4,360.00
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	110	$10.00	$1,100.00
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	294	$1.00	$294.00
14	INSTALL 8" WHITE CHANNELIZING LINE (DETAIL 8) - THERMOPLASTIC	L.F.	49	$2.00	$98.00
15	ADJUST SURVEY MONUMENT TO GRADE	EA.	2	$2,200.00	$4,400.00
16	ADJUST SEWER MANHOLE TO GRADE	EA.	1	$3,000.00	$3,000.00

INCLUDE WITH BID

BID SCHEDULE - continuation
W. Perkins Ave. and 3rd St.
Intersection Safety Improvements
STPL 5343 (020)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
17	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	$10,007.00	$10,007.00
18	TEMPORARY TRAFFIC CONTROL	L.S.	1	$38,899.00	$38,899.00

TOTAL BID: $235,235.00

[redacted]

Acknowledgment of Addenda
Addendum No. Initial

[redacted]

GARRETT BROWN/MANAGING MEMBER
Printed Name / Title

WESTROCK LLC dba WESTROCK GENERAL ENGINEERING
Company

[redacted]
Contractor's License Number / Expiration Date

Selection of Bidder

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

INCLUDE WITH BID

EXHIBIT B

SPECIAL REQUIREMENTS

FHWA-1273
Title VI Assurances
The Cargo Preference Act (CPA)
Federal Minimum Wage Rates

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10.Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.
Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR
180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tiersubcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Title VI Assurances

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

> 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The Cargo Preference Act (CPA) requires that "… at least 50 percent of any equipment, materials, or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available."

Use of United States –flag vessels:

The contractor agrees –
(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section

Prohibition Of Certain Telecommunications And Video Surveillance Equipment And Services

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

FEDERAL MINIMUM WAGE RATES

Note: If there is a difference between the minimum wage rates predetermined by the U.S. Department of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

"General Decision Number: CA20240020 08/30/2024

Superseded General Decision Number: CA20230020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/12/2024
5	05/24/2024
6	06/28/2024
7	07/05/2024
8	07/12/2024
9	08/09/2024
10	08/16/2024
11	08/30/2024

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36
Insulator/asbestos worker		

(Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....$ 49.58 25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....$	23.52	13.37

ASBE0016-003 01/01/2024

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....$	64.56	25.07

BOIL0092-005 01/01/2024

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....$	51.98	42.11

BOIL0549-003 01/01/2021

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....$	45.60	38.99

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* BRCA0004-005 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....$	45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....$	39.95	14.65
TERRAZZO WORKER/SETTER.....$	47.85	15.14

BRCA0018-011 06/01/2023

	Rates	Fringes
TILE LAYER	$ 48.29	19.18

BRCA0018-012 06/01/2023

KERN

	Rates	Fringes
MARBLE FINISHER	$ 40.21	15.23
TILE FINISHER	$ 34.78	13.64

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 51.60	16.28
STOCKER/SCRAPPER	$ 22.16	8.62

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	$ 51.03	16.28
(02) Millwright	$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman	$ 51.73	16.28
(04) Shingler (Commercial)	$ 51.17	16.28
(05) Table Power Saw Operator	$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler	$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial)	$ 38.92	16.28
(08) Saw Filer	$ 51.03	16.28
(09) Scaffold Builder	$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0721-001 07/01/2021

	Rates	Fringes

Modular Furniture Installer.....$ 21.85 7.15

ELEC0428-001 01/01/2024

Rates Fringes

CABLE SPLICER
China Lake Naval Weapons
Center, Edwards AFB.....$ 67.15 3%+20.19
Remainder of Kern County....$ 59.02 3%+20.19
ELECTRICIAN
China Lake Naval Weapons
Center, Edwards AFB.....$ 61.78 3%+20.19
Remainder of Kern County....$ 53.65 3%+20.19

ELEC0428-003 07/01/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

Rates Fringes

Communications System
Installer
China Lake Naval Weapons
Center.....$ 52.70 3%+19.64
Edwards AFB.....$ 49.19 3%+19.64
KERN COUNTY.....$ 43.06 3%+19.64

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

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* ELEC0477-001 06/01/2024

INYO AND MONO

Rates Fringes

ELECTRICIAN.....$ 53.15 3%+27.48

CABLE SPLICER: $1.50 above Electrician.
TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2024

Rates Fringes

LINE CONSTRUCTION
(1) Lineman; Cable splicer..$ 70.16 24.46
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 53.30 22.01
(3) Groundman.....$ 40.76 21.51

(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80

GROUP 9.....$ 57.25 32.80
GROUP 10.....$ 58.25 32.80
GROUP 11.....$ 59.25 32.80
GROUP 12.....$ 60.25 32.80
GROUP 13.....$ 61.25 32.80

OPERATOR: Power Equipment (Tunnel Work)
GROUP 1.....$ 55.75 32.80
GROUP 2.....$ 56.53 32.80
GROUP 3.....$ 56.82 32.80
GROUP 4.....$ 56.96 32.80
GROUP 5.....$ 57.18 32.80
GROUP 6.....$ 57.29 32.80
GROUP 7.....$ 57.41 32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall

operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary

until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2024

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.00	34.20

PREMIUM PAY:

$9.00 additional per hour at the following locations:
China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2024

KERN COUNTY

	Rates	Fringes
IRONWORKER	$ 47.45	34.90

PREMIUM PAY:
$9.00 additional per hour at the following locations:
China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee
bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and

installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2022

KERN COUNTY

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes

LABORER (GUNITE)

GROUP 1	$ 48.50	21.37
GROUP 2	$ 47.55	21.37
GROUP 3	$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints,

pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter;
Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 40.69	18.25
(2) Vehicle Operator/Hauler	$ 40.86	18.25
(3) Horizontal Directional Drill Operator	$ 42.71	18.25
(4) Electronic Tracking Locator	$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 41.90	21.32
GROUP 2	$ 43.20	21.32
GROUP 3	$ 45.21	21.32
GROUP 4	$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-009 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 43.75	25.07

PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter	$ 34.08	18.50
(2) Repaint	$ 26.40	17.02
(4) All other work	$ 34.08	18.50
(5) Industrial	$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:
Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN1247-001 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER	$ 43.20	18.03

PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER: $3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 44.00 27.11

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

PLUM0460-002 09/01/2023

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration)	$ 57.18	26.51
China Lake, Marine Warfare Training Center	$ 67.68	25.51
Edwards Air Force Base	$ 64.18	26.51

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 01/01/2024

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

SFCA0669-007 01/01/2024

	Rates	Fringes
SPRINKLER FITTER	$ 45.31	27.91

SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 45.98	29.24

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 38.19	33.69
GROUP 2	$ 38.34	33.69
GROUP 3	$ 38.47	33.69
GROUP 4	$ 38.66	33.69
GROUP 5	$ 38.69	33.69
GROUP 6	$ 38.72	33.69
GROUP 7	$ 38.97	33.69
GROUP 8	$ 39.22	33.69
GROUP 9	$ 39.42	33.69
GROUP 10	$ 39.72	33.69
GROUP 11	$ 40.22	33.69
GROUP 12	$ 40.65	33.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

PERFORMANCE BOND

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **Westrock General Engineering**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020**);

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Two Hundred Thirty-Five Thousand Two Hundred Thirty-Five dollars and Zero cents ($235,235.00)** this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2024

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

_____

_____

_____

Name and address of Surety's agent for service of process in California, if different from above:

_____

_____

_____

Telephone number of Surety's Agent in California:

_____

(Attach Acknowledgment)

_____

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

_____

(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **Westrock General Engineering**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020**);

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Two Hundred Thirty-Five Thousand Two Hundred Thirty-Five dollars and Zero cents ($235,235.00)** this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

///

///

///

Executed on _____, 2024

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

_____

_____

_____

Name and address of Surety's agent for service of process in California, if different from above:

_____

_____

_____

Telephone number of Surety's Agent in California:

_____

(Attach Acknowledgment)

_____

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

_____

(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of McFarland**
Project: W. Perkins Ave. & 3rd St. Intersection Safety Improvements – STPL 5343 (020)

Type of Insurance: Workers' Compensation and Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		$_____ Each Accident
		$_____ Disease - Policy Limit
		$_____ Disease - Each Employee

_____ _____
Named Insured (Contractor) Insurance Company

_____ _____
Street Number Street Number

_____ _____
City and State City and State

By: _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

_____
Name

_____
Agency

_____
Street Number

_____
City and State

_____
Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

BHT ENGINEERING, INC.
Civil Engineering & Construction Management

218 S. "H" Street, Ste. 201
Bakersfield, CA 93304
(661) 558-4641

Memorandum

Transmitted by email on 09/25/24.
yhernandez@mcfarlandcity.org
acabrera@mcfarlandcity.org

TO: Yerlys Hernandez
City of McFarland, Public Works Director
401 W. Kern Ave.
McFarland, CA 93250

FROM: Juan M. Pantoja
Project Manager / Engineer

DATE: September 25, 2024

SUBJECT: Low Bid Analysis for the W. Perkins Ave. & 3rd St. – Intersection Safety Improvements - STPL – 5343-(020)

A. The City of McFarland received a total of Four (4) bids for the subject project. Bids were opened on September 18, 2024, at 2:15 pm, by the City Clerk, Erika De La Cruz. Bids ranged from a low of $235,235.00 to a high of $315,735.00; with an average bid of $282,837.93. The 4 received bids are:

Bidder	Bid Amount
Westrock General Engineering	$235,235.00
Burtch Construction	$275,568.71
Bowman Asphalt	$304,813.00
Griffith Company	$315,735.00

Westrock General Engineering submitted the low Bid of $235,235.00, which was about 24% lower than the engineer's estimate of $310,267.60. The highest bid of $315,735.00 was about 1.76% higher than the engineer's estimate.

B. BHT Engineering, Inc. proceeded to review lowest bidder Westrock General Engineering and verified the bidder's proposal as follows:

1. The low bidder submitted the proposal on the required forms and provided all requested information.

2. The low bidder computed the total amount bid and extended amounts correctly.

3. BHT Staff verified with the State Contractor's License Board (http://www.cslb.ca.gov/) and the California Department of Industrial Relations (https://services.dir.ca.gov/gsp that the low bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Westrock LLC dba Westrock General Engineering	1096953, A	09/30/2026	1000581411
Cindy Trump, Inc.	754500, A	09/30/2026	1000008423
J.L. Plank Inc. dba Cen-Cal Construction	962895, A, C13	06/30/2026	1000001026
Harker Inc.	615222, C32	04/30/2025	1000004812

Super Seal & Stripe	396627, C32	12/31/2024	1000000752

4. BHT Engineering, Inc. verified that the low bidder's Workers' Compensation Insurance coverage is current.

5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent is Developers Surety and Indemnity Company.

6. BHT Staff verified through the State Department of Insurance website (https://interactive.web.insurance.ca.gov/companyprofile/companyprofile) that the Bonding Company, Developers Surety and Indemnity Company, is an admitted surety in the State of California.

7. BHT Engineering, Inc. verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (https://www.sam.gov/SAM/; https://www.dir.ca.gov/dlse/debar.html)

8. Westrock General Engineering submitted a completed "Exhibit 15-G Construction Contract DBE Commitment" form indicating a 20.5% percent Disadvantaged Business Enterprise (DBE) participation level for this project. BHT Engineering, Inc. verified that the subcontractors listed as DBE firms are currently certified DBE. The following listed DBE prime contractor is registered with the California Unified Certification Program, https://dot.ca.gov/programs/civil-rights.

   - Cindy Trump, Inc. (Firm DBE ID: 40089).
   - Super Seal & Stripe (Firm DBE ID: 2003).
   - Premier Valley Transport (Firm DBE ID: 46372).

9. The City's DBE goal (contract goal) for this project is 20%. Contractors need to achieve the DBE goal or demonstrate good faith efforts (GFE) toward achieving the goal in order to be eligible for contract award. Westrock General Engineering has achieved the DBE goal for this project.

10. The low bidder has successfully completed several recent projects in Southern California.

C. Recommendation of Award:

Westrock General Engineering is the lowest responsive bidder based on the stated basis of award. If a construction contract is awarded, it is recommended that the contract be awarded to Westrock General Engineering.

Attachments:
Bid Summary
Bid Opening Checklist
Contractor's License verification
Contractor and Subcontractor's (DIR) Registration number
Bonding Company Information
System for Award Management (SAM) report
DLSE Debarments list

CITY OF MCFARLAND - BID SUMMARY
W. PERKINS AVE. & 3RD STREET - INTERSECTION SAFETY IMPROVEMENTS - STPL 5343 (020)

BID OPENING: SEPTEMBER 18, 2024 @ 2:15 PM
FOUR (4) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

				Engineer's Estimate		1 Westrock LLC Bakersfield, CA (661) 496-4265 Lic No. 1096953		2 Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		3 Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	9871	$1.60	$ 15,793.60	$ 1.50	$ 14,806.50	$ 0.88	$ 8,686.48	$ 1.70	$ 16,780.70
2	CLASS 2 AGGREGATE BASE	TON	187	$150.00	$ 28,050.00	$ 73.00	$ 13,651.00	$ 105.57	$ 19,741.59	$ 60.00	$ 11,220.00
3	TYPE "A" HMA OVERLAY	TON	196	$400.00	$ 78,400.00	$ 205.00	$ 40,180.00	$ 251.79	$ 49,350.84	$ 185.00	$ 36,260.00
4	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	382	$30.00	$ 11,460.00	$ 12.50	$ 4,775.00	$ 43.41	$ 16,582.62	$ 25.00	$ 9,550.00
5	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	$4,500.00	$ 18,000.00	$ 5,520.00	$ 22,080.00	$ 4,296.24	$ 17,184.96	$ 6,700.00	$ 26,800.00
6	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	2565	$28.00	$ 71,820.00	$ 21.00	$ 53,865.00	$ 31.96	$ 81,977.40	$ 26.00	$ 66,690.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	79	$125.00	$ 9,875.00	$ 50.50	$ 3,989.50	$ 24.78	$ 1,957.62	$ 100.00	$ 7,900.00
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	$ 4,000.00	$ 16,000.00	$ 3,500.00	$ 14,000.00	$ 3,993.07	$ 15,972.28	$ 3,500.00	$ 14,000.00
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-4 (18"X6")	EA.	4	$ 100.00	$ 400.00	$ 125.00	$ 500.00	$ 142.61	$ 570.44	$ 125.00	$ 500.00
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	523	$9.00	$ 4,707.00	$ 10.00	$ 5,230.00	$ 5.71	$ 2,986.33	$ 5.00	$ 2,615.00
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	436	$13.00	$ 5,668.00	$ 10.00	$ 4,360.00	$ 9.13	$ 3,980.68	$ 8.00	$ 3,488.00
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	110	$20.00	$ 2,200.00	$ 10.00	$ 1,100.00	$ 23.39	$ 2,572.90	$ 20.50	$ 2,255.00
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	294	$11.00	$ 3,234.00	$ 1.00	$ 294.00	$ 5.71	$ 1,678.74	$ 5.00	$ 1,470.00
14	INSTALL 8" WHITE CHANNELIZING LINE (DETAIL 8) - THERMOPLASTIC	L.F.	49	$20.00	$ 980.00	$ 2.00	$ 98.00	$ 5.71	$ 279.79	$ 5.00	$ 245.00
15	ADJUST SURVEY MONUMENT TO GRADE	EA.	2	$1,540.00	$ 3,080.00	$ 2,200.00	$ 4,400.00	$ 2,255.81	$ 4,511.62	$ 1,700.00	$ 3,400.00
16	ADJUST SEWER MANHOLE TO GRADE	EA.	1	$2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,255.81	$ 2,255.81	$ 2,450.00	$ 2,450.00
17	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	$3,600.00	$ 3,600.00	$ 10,007.00	$ 10,007.00	$ 5,602.53	$ 5,602.53	$ 3,000.00	$ 3,000.00
18	TEMPORARY TRAFFIC CONTROL	L.S.	1	$35,000.00	$ 35,000.00	$ 38,899.00	$ 38,899.00	$ 39,676.08	$ 39,676.08	$ 96,189.30	$ 96,189.30
				TOTAL BID:	**$ 310,267.60**		**$ 235,235.00**		**$275,568.71**		**$304,813.00**

Date Updated: 09-24-24. By: JMP

CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: W. Perkins Ave. and 3rd St. – Intersection Safety Improvements – STPL 5343 (020)

Bid Opening Date and Time: September 18, 2024 @ 2:15pm **Bids Opened by:** Yorlys

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Westrock LLC	9/18/2024 12:48	✓	✓	✓	✓	235,235.00
Byrtch Construction	9/18/2024 1:32	✓	✓	✓	✓	275,568.71
Bowman Asphalt	9/18/2024 1:35	✓	✓	✓	✓	304,813.00
Griffith Company	9/18/2024 1:41	✓	✓	✓	✓	315,735.00

CITY OF McFARLAND INCORPORATED JULY 18, 1957 CALIFORNIA

I, Erika De La Cruz, hereby state that at 2:15 p.m. on September 18, 2024, there was an opening of bids received pertaining to the above named project in the City of McFarland.

[redacted] City Clerk 9/18/2024

Signature Title Date

CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: W. Perkins Ave. and 3rd St. – Intersection Safety Improvements – STPL 5343 (020)

Bid Opening Date and Time: September 18, 2024 @ 2:15pm **Bids Opened by:** Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Westrock LLC	9/18/24 12:48pm	✓	✓	✓	✓	$235,235.00
Burtch Construction	9/18/24 1:32pm	✓	✓	✓	✓	$275,568.71
Bowman Asphalt	9/18/24 1:35pm	✓	✓	✓	✓	$304,813.00
Griffith Company	9/18/24 1:41pm	✓	✓	✓	✓	$315,735.00
~~Asphalt Construction~~	~~9/18/24 1:55pm~~					

CITY OF McFARLAND INCORPORATED JULY 18, 1957 CALIFORNIA

I, Adam Cabrera, hereby state that at 2:15 p.m. on September 18, 2024, there was an opening of bids received pertaining to the above named project in the City of McFarland.

[redacted]
Signature

Assistant Public Works Director
Title

9/18/24
Date

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1096953

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/24/2024 2:04:00 PM

Business Information

WESTROCK LLC
DBA WESTROCK GENERAL ENGINEERING

PO BOX 71377
BAKERSFIELD, CA 93387
Business Phone Number:(661) 496-4265

Entity Ltd Liability
Issue Date 09/23/2022
Expire Date **09/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 0102559
Bond Amount: $25,000
Effective Date: 02/09/2024
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 0102993
Bond Amount: $100,000
Effective Date: 07/10/2024
LLC Employee/Worker Bond History

Bond of Qualifying Individual

The qualifying individual GARRETT JASON BROWN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/23/2022

Workers' Compensation

This license has workers compensation insurance with the UNITED FIRE & CASUALTY COMPANY
Policy Number:10183438069
Effective Date: 05/14/2024
Expire Date: 05/14/2025
Workers' Compensation History

Workers' compensation classification code(s):
5506 - Street/Road Construction-paving
5507 - Street/Road Construction-grading

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with FINANCIAL PACIFIC INSURANCE COMPANY
Policy Number: 60542624
Amount: $2,000,000
Effective Date: 04/10/2024
Expiration Date: 04/10/2025
Liability Insurance History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 962895

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/24/2024 2:06:47 PM

Business Information

J L PLANK INCORPORATED
DBA CEN-CAL CONSTRUCTION

34762 LENCIONI AVE
BAKERSFIELD, CA 93308
Business Phone Number:(661) 399-3759

Entity Corporation
Issue Date 07/06/2011
Reissue Date 06/18/2012
Expire Date **06/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100191822
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JASON LEE PLANK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/08/2022
BQI's Bond History

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number:WSD505671204
Effective Date: 08/16/2024
Expire Date: 08/16/2025
Workers' Compensation History

Workers' compensation classification code(s):
52051 **-** Concrete/Cement Work**-**sidewalks**-**high wage
5507 **-** Street/Road Construction**-**grading
8810 **-** Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 754500

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/24/2024 2:06:14 PM

Business Information

CINDY TRUMP INC LINDYS COLD PLANING
P O BOX 385
LA HABRA, CA 90631
Business Phone Number:(562) 697-2286

Entity Corporation
Issue Date 09/24/1998
Expire Date **09/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC1024136
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CINDY DAWN TRUMP certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/24/1998

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number:WSD507420100
Effective Date: 12/01/2023
Expire Date: 12/01/2024
Workers' Compensation History

Workers' compensation classification code(s):
5506 **-** Street/Road Construction-paving
8810 **-** Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 615222

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/24/2024 2:07:18 PM

Business Information

HARKER INC
DBA HARKER STRIPING & SIGNAGE

16010 TRADITION CT
BAKERSFIELD, CA 93314
Business Phone Number:(661) 589-1810

Entity Corporation
Issue Date 03/16/1991
Reissue Date 04/27/1993
Expire Date **04/30/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC401238
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual NICHOLAS MICHAEL HARKER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/01/2005

Workers' Compensation

This license has workers compensation insurance with the OAK RIVER INSURANCE COMPANY
Policy Number:HARC423178
Effective Date: 10/01/2023
Expire Date: 10/01/2024
Workers' Compensation History

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 396627

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/24/2024 2:07:44 PM

Business Information

SUPER SEAL & STRIPE
P O BOX 755
FILLMORE, CA 93016-0755
Business Phone Number:(805) 524-7345

Entity Corporation
Issue Date 12/26/1980
Expire Date **12/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C32 - PARKING AND HIGHWAY IMPROVEMENT
- C-61 / D42 - NON-ELECTRICAL SIGN INSTALLATION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC902713
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRENDA SUE HAMPTON-ORTIZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/28/2020
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the SOUTHERN INSURANCE COMPANY
Policy Number:OWP1009984
Effective Date: 01/01/2024
Expire Date: 01/01/2025
Workers' Compensation History

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	DBA Name	Craft Name
1000581411	Westrock LLC	11/14/2023	6/30/2025	Active	Westrock General Engineering	General Engineering, Laborer, Operating Engineer
1000001026	J. L. PLANK INC.	7/1/2022	6/30/2025	Active	CEN-CAL CONSTRUCTION	Cement Mason, Laborer, Parking/Highway/Improvement, Operating Engineer, General Engineering
1000004812	HARKER INC	7/1/2021	6/30/2027	Active	HARKER STRIPING AND SIGNAGE	Parking/Highway/Improvement
1000008423	Cindy Trump, Inc.	7/1/2024	5/30/2024	Active	Lindys Cold Planing	Operating Engineer
1000000752	Super Seal & Stripe	7/1/2024	6/30/2025	Active		Parking/Highway/Improvement

Company Profile
Company Search
Company Search Results
Company Information
Old Company Names
Agent for Service
Reference Information
NAIC Group List
Lines of Business
Workers' Compensation Complaint and Request for Action/Appeals Contact Information
Financial Statements PDF's
Annual Statements
Quarterly Statements
Company Complaint
Company Performance & Comparison Data
Company Enforcement Action
Composite Complaints Studies
Additional Info
Find A Company Representative In Your Area
View Financial Disclaimer

COMPANY PROFILE

Company Information

DEVELOPERS SURETY AND INDEMNITY COMPANY

P.O. BOX 19725
IRVINE, CA 92623-9725

Old Company Names **Effective Date**

Agent For Service

William Huser
7801 Folsom Blvd.
Suite 202
Sacramento CA 95826

Reference Information

NAIC #:	12718
California Company ID #:	4606-0
Date Authorized in California:	08/30/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 2538 AmTrust Financial Serv Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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westrock

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WESTROCK CP LLC Active Registration

Unique Entity ID
EQLPZ3DKEEB9

CAGE Code
8LDZ6

Physical Address
1000 ABERNATHY RD STE 125,
ATLANTA, GA 30328 USA

Entity

Expiration Date
Jul 10, 2025

Purpose of Registration
All Awards

WESTROCK LLC Active Registration

Unique Entity ID
YGZRTALG6C63

CAGE Code
9W5H1

Physical Address
4601 KIMBER AVE STE 104,
BAKERSFIELD, CA 93307 USA

Entity

Expiration Date
Apr 26, 2025

Purpose of Registration
All Awards

WESTROCK CONSTRUCTION LLC Active Registration

Unique Entity ID
EK4YUMYTE8U3

CAGE Code
9QR99

Physical Address
5418 123RD AVE NE, LAKE STEVENS, WA
98258 USA

Entity

Expiration Date
Nov 7, 2024

Purpose of Registration
All Awards

WESTROCK BEVERAGE SOLUTIONS, LLC ID Assigned

Unique Entity ID
H3BKVXLRDAM7

Physical Address
4009 N RODNEY PARHAM RD FL 3, LITTLE ROCK, AR
72212 USA

Entity

Assigned Date
May 31, 2024

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278 The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6333
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	5/21/2021 through 5/20/2024 Decision LB 6629
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an indvidual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an indvidual and RMO of ECS CONTRACTORS, INC. CSLB License Number: 975222	3/1/2020 through 3/1/2023 Decision LB 5590
Avi Shechter, Individually DBA Avi Shechter CSLB Number: 908891 and 1018353	5/6/2019 through 5/5/2022 Decision LB 6328
Patrick Kim, Individually DBA Ritecon Plumbing CSLB Number: 991018	8/21/2018 through 8/20/2019 Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	5/5/2018 through 5/4/2021 Decision LB 6658
Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807

How can we help you today?

Worthington Construction, Inc.; **Dale Worthington, an individual and** **CEO/RMO of** **Worthington Construction, Inc.; and,** **Holi Jeanne Worthington, an individual and** **Officer of** **Worthington Construction** CSLB Number: 714836	**6/15/2018 through** **9/16/2019** Decision LB 5267
RMV Construction, Inc., A California **Corporation; and Robert** **Michael Vasil II a.k.a. Robert Michael Vasil** **a.k.a.** **Mike Vasil, an Individual and CEO/RMO** **President of RMV** **Construction, Inc.** CSLB Number: 892389	**4/1/2017 through 8/18/2018** Decision LB 5266
Gewargis Youkhanis Narso, an individual **dba** **GEHVAC and Technologies, a sole** **proprietorship,** **And GEHVAC Co., a sole proprietorship** CSLB Number: 899312 and 1013848	**2/1/2017 through 1/31/2020** Decision 40-48480-516
Joseph Brothers Enterprise, Inc.; Ken **Joseph Individually and as CEO** CSLB Number: 849169	**4/3/2018 through** **10/3/2019** Decision SC 6390
Dave Cook Concrete Construction, Inc., **and David William Cook** 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	**3/1/2017 through** **2/29/2020** Decision LB 6207
Bannaoun Engineers Constructors **Corporation; Omar Maloof, An Individual** P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	**05/12/17 through 05/11/20** Decision SC 5517
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	**10/31/16 through 10/30/19** Decision LB 6270
Guillermo Ibaibarriaga dba Sierra Nevada **Stucco and 2K Roofing** Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	**05/14/17 through 05/13/20** Decision SC 6037
Del Norte Construction, And Trinidad **Manuel Canales, an Individual** PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	**6/01/16 through 5/31/17** Decision LB 5533

Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 **Denis Andrew Maris**, Individually and Doing Business as **Diversified Electric Company** CSLB Number: #765312	**2/15/16 through 8/15/17** Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.**	**4/1/44 through 3/31/47** Decision LB5742 **4/1/41 through 3/31/44** Decision LB5665 **4/1/36 through 3/31/39** Decision LB5740 **4/1/33 through 3/31/37** Decision LB5651 **4/1/33 through 3/31/37** Decision LB5739 **4/1/24 through 3/31/27** Decision LB5741 **4/1/30 through 3/31/33** Decision LB5743 **4/1/27 through 3/31/30** Decision LB5666 **4/1/21 through 3/31/24** Decision LB5667 **4/1/18 through 3/31/21** Decision LB5668 **4/01/15 through 3/31/18** Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	**8/6/15 through 8/5/18** Decision SC 5756
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	**12/1/15 through 11/30/18** Decision LB 5655 & LBS659
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	**9/11/15 through 3/10/17** Decision SC 5800
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 **William Ben Hicks**, an individual; **Margaret Mary Hicks**, an individual	**2/01/15 through 1/31/18** Decision LB 5596
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 **Alon Gamliel**, an individual	**2/01/15 through 1/31/18** Decision LB5 171
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610	**4/01/15 through 3/31/18** Decision LB 5323

Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	
Daughter Construction **formerly dba Hy Carpentry Construction** 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 **Sharon Jin Yoo**, an individual; **Dae Hyun Yoo**, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	**4/01/15 through 3/31/18** Decision LB 5466, LB5467, LB5468 & LB5520
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	**12/15/14 through 12/14/16** Decision 40-40508-522 & 44-40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	**11/3/14 through 11/2/17** Decision SC 5539
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	**11/3/14 through 11/2/15** Decision SC 5518
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	**11/3/14 thorough 11/2/17** Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	**8/1/14 through 7/31/17** Decision LB 4495
Neris General Contractors, a California **Corporation** Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	**2/28/14 through 2/27/17** Decision LB 4511, LB4512 & LB4521
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	**10/14/14 through 10/13/17** Decision SAC 5492
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and** **Responsible Managing** **Officer/CEO/President** **Dora Maria Contreras, an Individual and** **Agent/Officer of the Corporation**	**8/4/14 through 8/3/17** Decision SAC 5506

Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef, Individually** 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision SC 5309
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision SAC 1039
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision se 5013
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053 Addendum SC 5053

Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901	**7/1/10 through 6/30/13** Decision SAC 5012
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	**4/19/10 through 4/18/13** Decision SAC 1064
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	**3/18/10 through 3/17/13** Decision SAC 1058
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	**10/15/09 through 10/14/12** Decision SAC 1052
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	**8/5/09 through 8/4/12** Decision SAC 1042
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	**5/14/09 through 5/13/12** Decision SAC 1040
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	**3/16/09 through 3/15/12** Decision SAC1037

Updated: August 2023

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Serrena McCuan, Human Resources Director
Diego Viramontes, City Manager

SUBJECT: Approval of Resolution NO. 2024-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE UPDATED JOB DESCRIPTION FOR THE WASTEWATER TREATMENT PLANT OPERATOR III/SUPERVISOR

SUMMARY:

The purpose of this staff report is to present to the City Council with an updated job description for the position of Wastewater Treatment Plant Operator III/Supervisor. The update aligns with the regulatory requirements of the California State Water Resources Control Board and reflects the specific operational needs of the City's wastewater treatment plant.

The City of McFarland previously utilized a job description with language focusing on water distribution systems. With the growing need to maintain a high-functioning and compliant wastewater treatment plant, it was necessary to update the job description to accurately represent the requirements, responsibilities, and qualifications for operating and managing the City's wastewater facilities. The revised job description also complies with state certification requirements, providing a clear pathway for professional growth and regulatory adherence.

Key changes and additions in the updated job description include:

1. **Position Summary**:
    - The revised language now focuses on the supervision, planning, operation, and maintenance of the City's wastewater treatment plant, including protecting public health and the environment through proper wastewater treatment processes.
2. **Essential Duties and Responsibilities**:
    - Detailed duties now pertain specifically to wastewater treatment operations, including overseeing plant equipment such as pumps, motors, filters, and monitoring wastewater quality.
    - Emphasizes training and supervision of wastewater personnel, as well as preparing reports in compliance with state and federal mandates.
3. **Knowledge, Skills, and Abilities**:
    - The description outlines the necessary skills and abilities for managing wastewater systems, including knowledge of plant operations, maintenance, safety protocols, and proper handling of hazardous materials used in the wastewater treatment process.
    - The ability to operate plant equipment, perform physical duties, and adhere to

safety standards has been clearly defined.

4. **Licenses and Certification Requirements**:
    - To ensure compliance with California Water Resources Control Board regulations, the updated job description specifies the need for a Grade III Wastewater Treatment Plant Operator's Certificate. It clarifies that candidates are expected to achieve this certification within 3 to 4 years, as mandated by the state, through a combination of on-the-job experience, coursework, and passing certification exams.
5. **Education and Experience Requirements**:
    - The education requirement specifies completion of the twelfth grade, supplemented by coursework in wastewater treatment, chemistry, or biology.
    - Experience requirements are set at three years of increasingly responsible experience in wastewater operations or equivalent experience at the WWTP Operator II level.

FINANCIAL IMPACT:

There is no immediate fiscal impact anticipated from updating this job description. The changes primarily ensure compliance and provide clarification for recruiting and training employees.

RECOMMENDATION:

It is recommended that the City Council approve the updated job description for the Wastewater Treatment Plant Operator III/Supervisor position. This update reflects current industry standards and operational needs, ensuring that the position aligns with the necessary qualifications, duties, and responsibilities required for effective oversight of the wastewater treatment operations. By approving the updated job description, the City will enhance its ability to recruit and retain qualified candidates, maintain compliance with regulatory standards, and improve the overall efficiency and effectiveness of the Wastewater Treatment Plant operations.

ATTACHMENTS:

1. Exhibit A

RESOLUTION NO. 2024-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE UPDATED JOB DESCRIPTION FOR THE WASTEWATER TREATMENT PLANT OPERATOR III/SUPERVISOR

WHEREAS, the City of McFarland periodically reviews job descriptions to ensure they accurately reflect the duties, qualifications, and certifications required for each position; and

WHEREAS, the existing job description for the Wastewater Treatment Plant Operator III/Supervisor primarily referenced duties related to water distribution, which is not fully aligned with the responsibilities of the wastewater treatment operations; and

WHEREAS, the City of McFarland seeks to update the job description for the Wastewater Treatment Plant Operator III/Supervisor to accurately reflect the duties, knowledge, skills, and qualifications necessary for the proper operation and maintenance of the City's wastewater treatment plant; and

WHEREAS, the updated job description includes clear requirements for education, experience, and certification consistent with the standards set by the California State Water Resources Control Board, including the requirement to obtain a Grade III Wastewater Treatment Plant Operator's Certificate within 3 to 4 years as per state regulations; and

WHEREAS, the updated job description provides an improved framework for recruitment, training, and management of personnel, ensuring compliance with regulatory standards and effective operation of wastewater treatment facilities; and

WHEREAS, the City Council has reviewed the updated job description and concurs with the need for its adoption to align with the operational needs and regulatory requirements of the City's wastewater treatment plant.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of McFarland hereby finds and determines as follows:

1. The City Council hereby approves and adopts the updated job description for the Wastewater Treatment Plant Operator III/Supervisor position as attached hereto as Exhibit "A" and incorporated herein by reference.

2. The City Manager or his/her designee is authorized to implement the updated job description for the purpose of recruitment, employee management, and compliance with regulatory requirements.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	**Nae**	**Abstain**	**Absent**
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

City of McFarland
Wastewater Treatment Plant Operator III/Supervisor

Salary Range: $32.06-$41.04 (Hourly rate)
$2,761.91 – $3,535.45 (Bi-weekly)

POSITION SUMMARY:

Under general direction, the incumbent plans, organizes, and supervises crew and participates in the installation, operation, maintenance, and repair of the City's wastewater treatment plant facility and processes; treats wastewater to protect public health and the environment before discharge; performs corrective and repair work on plant systems; performs general maintenance work at plant facilities; and performs related work as required.

ESSENTIAL JOB DUTIES & RESPONSIBILITIES:

- Organizes and prioritizes service requests related to the maintenance and repair of the wastewater treatment plant, including pumps, motors, filters, and related equipment.
- Schedules, coordinates, trains, supervises, and evaluates the work of wastewater operations personnel engaged in wastewater treatment processes.
- Plans daily and longer-term inspection, testing, and maintenance goals; reviews work needs and establishes daily schedules.
- Estimates material, labor, and time requirements for work projects and oversees contract jobs, ordering materials and equipment as needed.
- Initiates field inspections and oversees the work of the crew to evaluate progress; analyzes and recommends improvements in work methods and operations.
- Communicates and executes workplace safety standards, including training, equipment use, and worksite inspection.
- Prepares and updates reports, including records and logs in compliance with state and federal mandates for reporting.
- Participates in the planning and execution of capital improvement projects, including consulting, coordination, and inspection with contractors and other parties working near wastewater facilities.
- Investigates problems or complaints reported by wastewater operators, departmental representatives, officials, and the general public; administers and responds to inquiries and complaints related to wastewater services.
- Responds to wastewater treatment plant emergencies as needed.

- Maintains and monitors wastewater quality and appurtenant equipment consistent with regulatory requirements.

MINIMUM QUALIFICATIONS:

Knowledge of-

- The operation, maintenance, and repair of wastewater treatment plant equipment and facilities.
- Wastewater treatment processes, including treatment principles, methods, and practices.
- Routine process control tests and safety rules, codes, and regulations pertaining to wastewater work.
- Methods and precautions in storing and handling chemicals and other hazardous substances used in wastewater treatment.

Skilled in – Operating wastewater treatment plant equipment, making operating adjustments to wastewater treatment equipment, performing basic equipment maintenance and repair work.

Ability to- Must possess mobility to work in standard wastewater treatment plant and related facilities; strength, stamina, and mobility to perform medium to heavy physical work, to work in confining spaces, around machines and to climb and descend ladders, and to operate varied hand and power tools and equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; color vision to read gauges and identify appurtenances; and hearing and speech to communicate in person and over the telephone or radio. The job involves frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging weights of up to 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other Employees work partially indoors and partially outdoors and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances, odors, and fumes. Employees may need to wear protective clothing when using chemicals. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Staff. May be required to be on-call/stand-by and to work various shifts or emergencies on evenings, weekends, and holidays.

License & Certificate

Possession of a valid Grade III or higher Wastewater Treatment Plant Operator's Certificate from the California State Water Resources Control Board is required. To obtain the Grade III certification, candidates must meet specific education, experience, and examination requirements. The process to qualify for Grade III certification typically involves one of the following pathways:

- Pathway 1: A high school diploma (or equivalent), 12 educational points, and 3 years of full-time qualifying experience as a Grade II operator.
- Pathway 2: A high school diploma (or equivalent), 18 educational points, and 4 years of full-time qualifying experience.

- **Pathway 3:** An associate's degree (or minimum of 60 college semester units, including at least 15 semester units of science courses) and 2 years of full-time qualifying experience.
- **Pathway 4:** A bachelor's degree (or higher) with at least 30 semester units of science courses and 1 year of full-time qualifying experience.
- Candidates are expected to progress through the certification levels, starting from Grade I, passing each required examination, and accumulating the necessary education and experience to qualify for the Grade III certification within a 3 to 4-year period. This ensures compliance with the standards set by the California Water Resources Control Board.
- Valid California Class "C" driver's license and an acceptable driving record are required.
- Other certifications as required by OSHA/CalOSHA to perform assigned duties (such as confined space, etc.)
- Possession of a valid California Class "A" or "B" driver's license is desirable.

EDUCATION AND/OR EXPERIENCE:

Any combination of experience and education that would be likely to provide the required knowledge, skills, and abilities could be qualifying, as determined by the City. A typical way to obtain the knowledge, skills, and abilities is:

Education and Experience: Equivalent to completion of the twelfth (12th) grade supplemented by courses in wastewater treatment, chemistry, or biology. Three (3) years of increasingly responsible experience in wastewater maintenance and operations, or one (1) year of experience equivalent to a WWTP Operator II. Bilingual fluency in English and Spanish is desirable.

The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and Dependents
- Life insurance equal to 1 yr. base salary with a minimum of $50,000
- Retirement - Deferred Compensation 401(k)-The City of McFarland contributes an additional 10% of an employee's pay each pay period into 401(k) plan, at no cost to the employee.
- Supplemental life insurance (Optional)
- American Fidelity Insurance (Optional)
- Section 125 plan participation
- 12 vacation days, and 12 days sick pay accrued annually
- 12 Days Holiday Pay
- 9/80 Work Schedule- every other Friday off

APPLICATION: To apply, please complete and application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.** To be considered for this position, please submit a complete employment application and resume

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer. In accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special

accommodations during any stage of the examination process should be made in advance to the Human Resources Department.

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution NO. 2024- 115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH ADAM CABRERA, ASSISTANT PUBLIC WORKS DIRECTOR

SUMMARY:

The City Council has identified the need to appoint an Assistant Public Works Director to support the City's goals and objectives within the Public Works Department. Adam Cabrera was selected for this role based on his qualifications and experience on July 31, 2023. The employment agreement specifies that Mr. Cabrera will continue his employment with the City of McFarland and the agreement replaces any prior employment contracts.

- Term: The agreement is for an initial three-year period, automatically renewing for an additional one-year term unless mutually agreed otherwise by both parties.
- Salary: The annual salary for the Assistant Public Works Director is approved for $83,000, which shall be paid in bi-weekly pay periods.
    - As the City of McFarland is committed to the advancement, skills, and knowledge of staff, the City is offering Mr. Cabrera an incentive to further his education in Water (Treatment or Distribution) and Wastewater and obtain his grade or treatment certifications in respective subjects. Each grade or treatment certificate will be allotted a $2,000 dollar annual increase in salary in either water or wastewater, to a maximum of $95,000 annual salary.

FINANCIAL IMPACT:

The fiscal impact includes an annual salary increase ranging from $5,000 to $17,000, depending on the employee's achievement of specific incentives.

RECOMMENDATION:

Staff request the City Council to approve the continued employment agreement for Adam Cabrera as the Assistant Public Works Director, including the outlined term, salary, and educational incentives.

ATTACHMENTS:

1. EMPLOYMENT AGREEMENT- Assistant Public Works Director- 10.2024

RESOLUTION NO. 2024-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH ADAM CABRERA, ASSISTANT PUBLIC WORKS DIRECTOR

WHEREAS, Adam Cabrera was selected for the position of Assistant Public Works Director based on his qualifications and experience, effective July 31, 2023; and

WHEREAS, the employment agreement specifies that Mr. Cabrera will continue his employment with the City of McFarland, with this agreement replacing any prior employment contracts; and

WHEREAS, the term of the employment agreement is for an initial three-year period, with an automatic renewal for an additional one-year term unless mutually amended or terminated by both parties; and

WHEREAS, the annual salary for the Assistant Public Works Director is approved at $83,000,to be paid in bi-weekly pay periods; and

WHEREAS, the City of McFarland is committed to fostering the advancement, skills, and knowledge of its staff and has offered Mr. Cabrera an incentive to pursue educational certifications in Water (Treatment or Distribution) and Wastewater, with each certification resulting in a $2,000 increase in salary, up to a maximum of $95,000;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The job description and pay range has been approved in its entirety.
3. The City Manager has full approval to execute the employment agreement with Adam Cabrera , attached hereto as Exhibit "A", for the Assistant Public Works Director position.
4. The City Clerk shall certify the passage and adoption of this resolution
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on

October 9, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made on this 9th day of October 2024 by and between the City of McFarland, a Municipal Corporation ("City"), and Adam Cabrera ("Cabrera"). The City and Cabrera are collectively referred to as the "Parties" where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council hired Mr. Cabrera as its Public Works Director on or about July 31, 2023.

WHEREAS, the City Council now wishes to continue the employment of Cabrera as the City's Assistant Public Works Director; and

WHEREAS, the position of Assistant Public Works Director is an "at will" position, not subject to the City's personnel rules; and

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

AGREEMENT

1. **Incorporation**. The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. **Hire**. City acknowledges they hired Mr. Cabrera as its Public Works Director as of July 31, 2023. City and Mr. Cabrera desire to extend Mr. Cabrera's employment as the Assistant Public Works Director. Therefore, as of October 14th, 2024 ("Effective Date"), Cabrera and the City agree to the terms and conditions of this Agreement. Cabrera shall remain in the exclusive hire of 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 or earlier termination of this Agreement.

3. **"At-Will" Employment.** Cabrera's employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Cabrera's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

   The terms of the City's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to Cabrera unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Cabrera.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Cabrera's employment. Subject to State and Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Cabrera.

4. <u>Duties.</u>

a. Assistant Public Works Director. Employee accepts employment with the City as its Assistant Public Works Director and agrees to perform all functions, duties, and services as promulgated by City regulations and procedures, the City Manager, and the Assistant Public Works Director job description, including, but not limited to the following:

i. Plan, organize, direct, and supervise all departmental programs. Oversee and evaluate the efficiency and effectiveness of all aspects of the department's programs considering the City's goals, objectives, and priorities.
ii. Directs development of City goals, objectives, and priorities. Based on these City goals, objectives, and priorities, develop those of each department. Participate in the development and administration of the departmental budgets.
iii. Directs the selection and assignment of department employees and provide for the supervision and training of all such personnel. Assign, direct, evaluate and recommend reward and discipline of employees directly supervised, in accordance with City policy. Assure that department employees are instructed in job safe practices associated with their typical work environments and in the handling of hazardous materials. Resolve routine personnel issues. Investigate accidents.
iv. Maintain adequate monitoring and reporting systems to ensure the adequacy, quality and timeliness of department activities, programs, and compliance with City regulations. Determine work procedures to improve efficiency and effectiveness of operations.
v. Prepare City Council agenda items for review and approval by the City Manager
vi. Attend a variety of management meetings and other city meetings representing the department. Make presentations before various boards and commissions and as requested by the City Manager, before the City Council
vii. Represent the City on various regional, community and professional boards, committees, and commissions, as requested by the City Manager. Make necessary presentations and maintain effective liaison with colleagues and practitioners in similar local, state, and federal activities.
viii. Provide technical staff assistance to the City Manager and other department heads. Draft correspondence in response to public inquiries and monitor department program activities for compliance with regulations and City priorities. Serve the City by taking on special non-public works assignments from the City Manager, staffing special studies, inquiries and fact finding. Prepare staff analysis and reports on various projects and programs. Present analysis in both oral and written form to the City Manager and Council

ix. Resolve the department's most difficult, complex and sensitive customer service issues as necessary or directed and maintain related records. Keep the City manager informed of problems, issues, and concerns. Recommend changes in programs and policies to the City Manager

x. Research, identify and develop suggested changes to the department programs and prepare proposed supporting budgets during the City's annual budgetary process. Direct the development and presentation of the Public Works budgets.

xi. Estimate department revenues and expenses, including any revenue and expense associated with grants and contracts of the department. Administer budgets for each of the departmental divisions.

xii. Direct the planning, development, and implementation of public works projects. Approve plans for public works projects. Review contractor bids and recommend contract award.

xiii. Enter into discussions with outside entities concerning the establishment of contractual relationships with the City concerning those matters under department cognizance. Monitor these and other City contracts that relate to and are within the scope of department responsibilities.

xiv. Responsible for authorizing the purchase of departmental materials and equipment within the established dollar limits and the department's budget. Prepare staff analysis and reports on various projects and programs. Present analysis in both oral and written form through Council and other public presentations, as requested by the City Manager

xv. Plan, organize, direct, and coordinate all the activities of the Public Works Department. Functional activities include street and traffic signing maintenance and repair, vehicular and equipment maintenance and repair, electrical and electronic maintenance and repair, solid waste collection and disposal, wastewater collection and treatment, and water production, treatment, code enforcement, engineering and distribution programs and services.

xvi. Plan for facility expansion, storage facilities, and equipment purchases. Assure safe storage of volatile materials that meet State OSHA requirements and regulations. Prepare specifications for projects and equipment. Implement Federal and State mandates.

xvii. Prepare or supervise the timely preparation of mandatory annual reports to the Federal, State, and other agencies. Prepare additional periodic reports for the City Manager and City Council.

xviii. Performs other duties as assigned.

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5. **Term.** Except as hereinafter described, the term of this Agreement shall be for three (3) years commencing on the Effective Date. The term of this contract shall automatically renew for an additional one (1) year on the expiration of the initial the initial three (3) year term, unless the City provides Cabrerra sixty (60) days' notice prior to the expiration of the initial term that this Agreement will not renew, unless mutually agreed by both parties to renegotiate the terms of this contract, or unless terminated by either party pursuant to the provisions of Section 6 of this Agreement.

6. **Termination.** Cabrera's "at-will" employment as Assistant Public Works Director may be terminated as follows:

   a. **Resignation**. If Cabrera elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

   b. **Retirement**. If Cabrera elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.

   c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Cabrera's employment as Assistant Public Works Director at any time, "without cause" or advance notice.

   d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Cabrera's employment at any time, "with cause." "Cause" shall include, but not be limited to:
      i. Willful misconduct or gross negligence;
      ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
      iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
      iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
      v. Cabrera's death; or
      vi. If Cabrera is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision I which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
      vii. Cabrera's permanent disability if such disability precludes Cabrera from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

7. **Salary and Benefits.** Cabrera's salary and other benefits for all work or services called for under this Agreement shall be as follows:

   A. Salary. Commencing on the Effective Date, Cabrera's annual salary shall be eighty-three thousand dollars ($83,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.

      i. ***Incentive Salary Increase.*** Notwithstanding the above language that any salary increase shall be implemented by written agreement, as the City of McFarland is committed to the advancement, skills, and knowledge of staff, Mr. Cabrera shall receive a two thousand dollar ($2,000.00) increase in his salary for each Water (treatment or distribution) and/or Wastewater grade or treatment certification he obtains, to a maximum salary of ninety-five thousand dollars ($95,000.00) per year.

   B. Vacation. Cabrera shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Cabrera's employment, any unused vacation hours shall be cashed out prior to his accrual of an additional eighty (80) hours.

   C. Sick Leave. Cabrera shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.

   D. Administrative Leave. Cabrera shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of Cabrera's employment, any unused hours shall be cashed out prior to His accrual of an additional forty (0) hours.

   E. Holiday and Other Leaves. Cabrera shall receive the same leaves, holidays, and other time off as provided to other employees at the City.

   F. Health Insurance Benefits. City shall provide health insurance coverage for Cabrera and his family consistent with the health insurance benefits provided to City employees. Cabrera may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).

   G. Term Life Insurance. The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Cabrera shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Cabrera.

H. **Vehicle**. Cabrera shall be required to adhere to all City policies and procedures regarding the use of City vehicles.

I. **Cell Phone.** City shall provide Cabrera with a cell phone purchased by City to be used by Cabrera exclusively for performance of His duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Cabrera's election, City will pay Cabrera an allowance of $50.00 per month for use toward His personal cell phone and data plan. Cabrera acknowledges that use of the City provided cell phone, or his personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

J. **Retirement**. City represents and Cabrera acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Cabrera's salary annually to Cabrera's 401(k) or deferred compensation retirement account. Cabrera shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.

K. **Expenses.** City shall reimburse Cabrera for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Cabrera shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.

8. **Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Cabrera under any law or ordinance. City shall defend, save harmless and indemnify Cabrera from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as Assistant Public Works Director, provided the Claims arise while Cabrera is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

9. **Evaluation**. The City Manager shall evaluate Cabrera after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

10. **Notices**. Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City
City Manager, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email:
dviramontes@mcfarlandcity.org

Cabrera
[redacted]
Email: acabrera@mcfarlandcity.org

Either party may change His or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

A. Entire Agreement. This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties' Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.

B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

C. Severability. If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.

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

E. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.

F. Waiver. Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

G. Further Assurances. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

H. Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.

I. **Binding Effect**. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

J. **Merger And Modification**. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.

K. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.

L. **Execution**. This Agreement is effective May 8, 2023. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

M. **Non-Interest**. Except for Cabrera, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).

N. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

O. **Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Cabrera, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.

b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds

provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.

c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.

d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Cabrera shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Cabrera represents that He has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

P. **Independent Legal Advice.** City and Cabrera represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Cabrera further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: _____ **CITY OF MCFARLAND**

By: _____
Saul Ayon
Title: Mayor

Dated: _____ **EMPLOYEE**

By: _____
Adam Cabrera

APPROVED AS TO FORM:

By: _____
Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Assistant Public Works Director

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 17.
Section: ADMINISTRATIVE AGENDA
Meeting Date: October 9, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution NO. 2024- 116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH BRIAN KNOX, CHIEF OF POLICE

SUMMARY:

The City of McFarland is entering to an agreement with the Chief of Police. This report outlines the key terms of the contract.

The Chief of Police has been an integral part of the City of McFarland's leadership team, playing a pivotal role in law enforcement and community relations. The current contract has been reviewed and updated to better align with the needs of the department and community, to include weekly updates, expanded staff coverage, enhanced community involvement, and annual salary increases aligned with McFarland Police Officers Association (MPOA) cost-of-living adjustments (COLA) standards.

Term: The agreement is for an initial three-year period, automatically renewing for an additional one-year term unless mutually agreed otherwise by both parties.
Salary: The annual salary for the Chief of Police is recommended to increase to $123,000, which shall be paid in bi-weekly pay periods.

FINANCIAL IMPACT:

The fiscal impact includes an annual salary increase of $3,000 and a uniform allowance of $750.

RECOMMENDATION:

It is recommended that the City Council approve the continued employment contract with the Chief of Police, which includes a salary increase to $123,000 annually and includes a $750 uniform allowance.

ATTACHMENTS:

1. 1st Amended Agreement with Brian Knox 10.24

RESOLUTION NO. 2024-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH BRIAN KNOX, CHIEF OF POLICE

WHEREAS, the City of McFarland recognizes the importance of the Chief of Police in maintaining public safety, law enforcement, and community relations; and

WHEREAS, the Chief of Police has provided exceptional service to the City and its residents, demonstrating leadership and a commitment to improving law enforcement practices; and

WHEREAS, the term of the employment agreement is for an initial three-year period, with an automatic renewal for an additional one-year term unless mutually amended or terminated by both parties; and

WHEREAS, the City Council has reviewed and considered the proposed employment contract, which includes salary adjustment to $123,000 annually, to include annual increases in line with the McFarland Police Officers Association (MPOA) cost-of-living adjustments (COLA); and

WHEREAS, the proposed contract ensures consistent leadership, community involvement, and the provision of critical law enforcement services for the benefit of the City; and

WHEREAS, the City Council desires to approve the contract to ensure continuity in the leadership of the Police Department and to provide fair and equitable compensation to the Chief of Police;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McFarland it hereby finds and determines as follows:

1. The City Council approves the employment contract with the Chief of Police, including the provisions for annual salary increase to include annual increases aligned with MPOA and COLA adjustments.
2. The Chief of Police shall continue to provide weekly updates, ensure expanded staff coverage, respond to critical incidents, and engage actively with the community.
3. The City Manager is authorized to execute the contract on behalf of the City and to take any further actions necessary to implement this resolution.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 9, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

_____
Saul Ayon, Mayor

ATTEST:

_____
Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

_____
Nathan Hodges, City Attorney

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made on this 9th day of October 2024, by and between the City of McFarland, a Municipal Corporation ("City"), and Brian Knox ("Knox"). The City and Knox are collectively referred to as the "Parties" where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council hired Knox as its Chief of Police on or about August 24, 2023.

WHEREAS, the City Council now wishes to continue the employment of Knox as the City's Chief of Police; and

WHEREAS, the position of Chief of Police is an "at will" position, not subject to the City's personnel rules; and

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

AGREEMENT

1. **Incorporation**. The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. **Hire**. City acknowledges that it hired Knox as of August 24, 2023. Since that date, Knox has served as the Chief of Police. City and Knox desire to extend and continue Knox's employment as the Chief of Police. Therefore, as of October 14th, 2024 ("Effective Date"), Knox and City agree to the terms and conditions of this Agreement. Knox shall remain in the exclusive hire of 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 or earlier termination of this Agreement.

3. **"At-Will" Employment.** Knox's employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Knox's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

   The terms of the City's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to Knox unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Knox.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Knox's employment. Subject to State and Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Knox.

4. **Duties.**
    a. **Chief of Police.** Employee accepts employment with the City as its Chief of Police and agrees to perform all functions, duties, and services as promulgated by City regulations and procedures, the City Manager, and the Chief of Police job description, including, but not limited to the following:

- Plans organizes, directs, and supervises the activities of police personnel in preserving order, protecting life and property, and enforcing laws and ordinances.
- Provide weekly updates to the City Manager and other relevant City officials regarding department operations, critical incidents, and key issues
- Prepares the Department budget and controls Department expenditures.
- Makes recommendations for the purchase of equipment and supplies.
- Plans for future departmental growth, with regard to additional police services and research programs relative to their specific application to the Department and community.
- Reviews Department operations, researches modern police management methods, and formulates and enforces rules, procedures, and policies for efficient operation of the Department.
- Delegate responsibilities when necessary to maintain department operations during times of absence or high demand, allowing for greater responsiveness and community presence.
- Works with individual Citizens and community groups on law enforcement problems and to improve police-community relations.
- Participate in meetings with local community groups to address law enforcement issues and improve relations between the department and the community.
- Leads the department's response to critical incidents. This includes overseeing departmental actions during emergencies and high-stakes situations and ensuring that appropriate protocols are followed. The Chief will personally provide updates to the City Manager and Council during significant events.
- Attends county, regional, and State police conferences as needed, and meetings with other public officials.
- Investigates and determines proper courses of action on citizen complaints.
- Coordinates law enforcement activities with the activities of other City departments and other law enforcement agencies.
- Researches and recommends the adoption of new, or the deletion of old, ordinances for the overall benefit of the community.
- Reviews the evaluation of employee performance, investigates personnel problems, and takes whatever action is deemed appropriate.
- Directs the development and implementation of a departmental in-service training program. Appears as a guest speaker for business, civic, school, or other community groups.

- Approves and submits all monthly and yearly departmental statistical reports.
- Interviews and makes recommendations on the employment of new personnel and supervises background investigations on police officer applicants.
- Makes recommendations on promotions, transfers, or dismissals. Prepares special reports related to department operations.
- May be assigned special projects or additional areas of responsibility by the City Manager.
- Makes every reasonable effort to continually improve the manner in which the job is performed and increase the quality of service to the public..

5. **Term.** Except as hereinafter described, the term of this Agreement shall be for three (3) year commencing on the Effective Date. The term of this contract shall automatically renew for an additional one (1) year on the effective date of each subsequent year up to three years, unless the City provides Knox with sixty (60) days notice prior to the expiration of the term of this Agreement that this Agreement will not renew, unless mutually agreed by both parties to renegotiate the terms of this contract, or unless terminated by either party pursuant to the provisions of Section 6 of this Agreement.

6. **Termination.** Knox's "at-will" employment as Chief of Police may be terminated as follows:

a. **Resignation**. If Knox elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

b. **Retirement**. If Knox elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.

c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Knox's employment as Chief of Police at any time, "without cause" or advance notice.

d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Knox's employment at any time, "with cause." "Cause" shall include, but not be limited to:

i. Willful misconduct or gross negligence;
ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"

iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
v. Knox's death; or
vi. If Knox is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision I which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
vii. Knox's permanent disability if such disability precludes Knox from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

7. Salary and Benefits. Knox's salary and other benefits for all work or services called for under this Agreement shall be as follows:

A. Salary. Commencing on the Effective Date, Knox's annual salary shall be one hundred and twenty-three thousand dollars ($123,000), which shall be paid in bi-weekly pay periods. Knox shall be entitled to a Cost-of-Living Adjustment ("COLA") during each year of this agreement, aligned with the adjustments granted to the McFarland Police Officers Association ("MPOA"). Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.

B. Vacation. Knox shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Knox's employment, any unused vacation hours shall be cashed out prior to His accrual of an additional eighty (80) hours.

C. Sick Leave. Knox shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.

D. Administrative Leave. Knox shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of Knox's employment, any unused hours shall be cashed out prior to His accrual of an additional forty (40) hours.

E. Holiday and Other Leaves. Knox shall receive the same leaves, holidays, and other time off as provided to other employees at the City.

F. Health Insurance Benefits. City shall provide health insurance coverage for Knox and his family consistent with the health insurance benefits provided to City employees.

Knox may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).

G. **Term Life Insurance**. The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Knox shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Knox.

H. **Vehicle**. Knox shall be assigned a take home vehicle, and the City shall be responsible for all associated maintenance and fuel costs associated with the use of such vehicle. Knox must adhere to all City policies and procedures regarding the use of City vehicles.

I. **Uniform Allowance.** Knox shall receive a uniform allowance of seven hundred fifty dollars ($750.00) per year.

J. **Cell Phone.** City shall provide Knox with a cell phone purchased by City to be used by Knox exclusively for performance of His duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Knox's election, City will pay Knox an allowance of $50.00 per month for use toward His personal cell phone and data plan. Knox acknowledges that use of the City provided cell phone, or his personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

K. **Retirement**. City represents and Knox acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Knox's salary annually to Knox's 401(k) or deferred compensation retirement account. Knox shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.

L. **Expenses.** City shall reimburse Knox for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Knox shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.

L. Education Expenses. Beginning the Effective Date and renewing each year this Agreement is renewed pursuant to Section 5 of this Agreement, the City shall reimburse Knox for all tuition and textbook costs up to $10,000 total for each year of this Agreement, while attending college for his bachelor's degree. Knox shall submit a receipt and a description of the expenses to the City's Finance Director. The $10,000 limit per year shall not carry forward to the next renewal year (i.e. Knox shall only be entitled to a maximum of $10,000 for the initial year of this Agreement or any renewal year thereafter.)

a. If Knox terminates his employment with City without Good Reason or City terminates Knox's employment for Cause before the third anniversary of the last date of reimbursement, then Knox shall repay the after-tax value of the Education Expenses to City within 10 days following the termination of employment. This is a full recourse obligation to Knox, meaning that Knox is personally liable for any repayment obligation under this Agreement.

i. *For purposes of this Agreement, cause shall include, but not be limited to the reasons listed in 6(d) of this Agreement.*

ii. *For purposes of this Agreement, Good Reason means:*

1. City fails to maintain fiscal strength enough to retain Knox's employment.

2. City unlawfully discriminates against Knox.

b. For the avoidance of doubt, Knox will not be required to repay any Education Expenses if (i) his employment terminates after the third anniversary from the last date of reimbursement for any reason, (ii), in the event of Knox's death or termination due to Knox's disability, or (iii) Knox's employment is terminated by City without Cause or by Knox for Good Reason; provided that, in each case, except upon termination due to death, Knox executes and does not revoke a release of claims in a form reasonably satisfactory to City within 30 days after such termination.

8. **Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Knox under any law or ordinance. City shall defend, save harmless and indemnify Knox from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as Chief of Police, provided the Claims arise while Knox is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

9. **Evaluation**. The City Manager shall evaluate Knox after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

10. **Notices**. Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City **Knox**

City Manager, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email: dviramontes@mcfarlandcity.org

Brian Knox
[redacted]
Email: bknox@mcfarlandcity.org

Either party may change His or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

A. Entire Agreement. This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties' Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.

B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

C. Severability. If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.

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

E. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.

F. Waiver. Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

G. Further Assurances. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

H. **Assignment**. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.

I. **Binding Effect**. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

J. **Merger And Modification**. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.

K. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.

L. **Execution**. This Agreement is effective August 20, 2023 It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

M. **Non-Interest**. Except for Knox, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).

N. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

O. **Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:

a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Knox, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.

b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.

c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.

d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Knox shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Knox represents that He has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

P. **Independent Legal Advice.** City and Knox represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Knox further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: _____ **CITY OF MCFARLAND**

By: _____
Saul Ayon
Title: Mayor

Dated: _____ **EMPLOYEE**

By: _____
Brian Knox

APPROVED AS TO FORM:

By: _____
Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Chief of Police