



AGENDA

Regular City Council Meeting,

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

Tuesday, December 7, 2021 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

SPECIAL NOTICE REGARDING REMOTE PUBLIC PARTICIPATION DUE TO COVID-19*

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

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Additionally, members of the public who wish to make a written comment during the meeting, please email the City Clerk cityclerk@cityofwasco.org. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the comment portion of the meeting but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez
- 3) **FLAG SALUTE:** led by McKenna Castillo, daughter of Joaquin and Kayla Castillo
- 4) **INVOCATION:**
- 5) **PRESENTATIONS:** None
- 6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have

jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

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

7) NOMINATIONS AND APPOINTMENT OF OFFICERS:

- a. Nomination and Appointment of Mayor
- b. Nomination and appointment of Mayor Pro Tem

8) SUCCESSOR AGENCY BUSINESS:

- a. Nomination and Appointment of Chairman
- b. Nomination and Appointment of Vice-Chairman

9) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Nomination and Appointment of Chairman
- b. Nomination and Appointment of Vice-Chairman

CITY COUNCIL BUSINESS:

10) CONSENT CALENDAR:

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

- a. Receive and file departments payments totaling \$242,983.62
- b. Approval of City Council Meeting Minutes for:
 - 1. August 17, 2021, Regular Meeting
 - 2. September 7, 2021, Regular Meeting
- c. Approval of Travel and Training Expenses Exceeding \$500.00 for the Deputy City Clerk Flores to attend the Technical Training for Clerks (TTC) Series 200 on March 15 – 18, 2021, at the University of California Riverside Extension Center in Riverside, California.
- d. Adopt a Resolution Approving the City Annual Calendar dates for Regular Meetings of the City Council and Identify Observed Holidays, and the Fridays City Offices will be Closed and Regular Meetings of the Planning Commission for January through December 2022 for the 2022 Calendar Year.
- e. Adopt and Waive the Second Full Reading by title only of An Ordinance of The City of Wasco Adding Article XV (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of The Wasco Municipal Code and making a determination of Exemption Under CEQA.

- f. Accept all bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Cen-Cal Construction for the HSIP Cycle 9 Safety Improvements in the amount of \$49,200.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.

11) PUBLIC HEARINGS:

- a. Adopt and Waive the Second Reading by title only of an Ordinance of the City of Wasco Amending Title 13 of the Wasco Municipal Code, Amending Chapter 13.14.01.0, Sewer Service Charges.

12) DEFERRED BUSINESS: None

13) NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager the Use of Coronavirus State and Local Fiscal Recovery Funds Under The American Rescue Plan Act of 2021 (ARPA) for Water and Sewer Infrastructure, and One-Time Essential Premium Pay. (Hurlbert)

14) REPORTS FROM COMMISSIONS AND COMMITTEES:

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

15) REPORTS FROM KC FIRE AND SHERIFF:

16) REPORTS FROM CITY MANAGER:

17) REPORTS FROM CITY COUNCIL:

18) CLOSED SESSION:

19) CLOSED SESSION ACTION:

20) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on December 3, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

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

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54.

Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

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

Bill Pay

CITY COUNCIL: DECEMBER 07, 2021

| WARRANTS | AMOUNTS |
|--------------------|-------------------|
| G110821 | 2,653.12 |
| G111021 | 35,833.16 |
| WF111021 | 15,426.95 |
| A111521 | 6,451.17 |
| A111721 | 5,385.97 |
| G111521 | 105,745.74 |
| G111721 | 71,487.51 |
| Grand Total | 242,983.62 |

Verified By:
Finance Director

Isarel Perez-Hernandez
Digitally signed by: Isarel Perez-Hernandez
DN: CN = Isarel Perez-Hernandez
email = isper@cityofwasco.org
C = US O = City of Wasco
Date: 2021.11.30 12:20:51 -08'00'

| A | B | C | D | E | F | G |
|-------------------------|-------------------------------------|------------|----------------------|-----------|---|------------------|
| WARRANT | VENDOR NAME | VENDOR No. | INVOICE No. | CHECK No. | DESCRIPTION | AMOUNTS |
| 1 G110821 | ORTIZ-HERNANDEZ DANIEL | 4878 | DEPENDENT CARE #116 | 22453 | FSA 2021 DEPENDENT CARE 07/23/21 | 2,500.03 |
| 2 G110821 | BISHOP, BIRIDIANA | 4957 | FSA 05/21/21-1 | 22452 | FSA PLAN 05/21/21 | 76.17 |
| 3 G110821 | BISHOP, BIRIDIANA | 4957 | DEPENDENT CARE #114 | 22452 | FSA 2021 DEPENDENT CARE 06/18/21 | 76.92 |
| 4 G110821 Total | | | | | | 2,653.12 |
| 5 G111021 | CINTAS CORPORATION NO. 3 | 4480 | 4100911884 | 22457 | UNIFORM SRVCS 11/05/21 | 235.06 |
| 6 G111021 | CITY OF WASCO/PUBLIC TRANSIT | 1683 | 9912 | 22458 | CNG FUEL OCT 21- SANITATION | 4,895.57 |
| 7 G111021 | CITY OF WASCO/PUBLIC TRANSIT | 1683 | 9907 | 22458 | CNG FUEL OCT 21- PUBLIC TRANSIT | 218.35 |
| 8 G111021 | FED EX | 123 | 7-556-19359 | 22460 | FEDEX SRVCS 11/04/21 | 24.45 |
| 9 G111021 | FED EX | 123 | 7-549-04937 | 22460 | FEDEX SRVCS 10/28/21 | 128.48 |
| 10 G111021 | PG & E COMPANY | 85 | 35931967851 11/04/21 | 22466 | UB NW NE SE 9 27 24 GEN 11/04/21 | 256.26 |
| 11 G111021 | PG & E COMPANY | 85 | 54155040196 11/05/21 | 22466 | UB CENTRAL AVE & HWY 46 NW FLASHING BEACON 11/05/21 | 12.02 |
| 12 G111021 | PG & E COMPANY | 85 | 44600014086 11/07/21 | 22466 | UB CENTRAL AVE & HWY 46 NW 11/07/21 | 87.20 |
| 13 G111021 | BRIGHT HOUSE NETWORK, LLC | 68 | 064162402103021 | 22456 | INTERNET SRVCS 10/28/21-11/27/21 FOR CITY HALL | 224.55 |
| 14 G111021 | CLARK PEST CONTROL | 117 | 29292183 | 22459 | OCT 2021 PEST CONTROL SERVICES | 51.00 |
| 15 G111021 | KERN COUNTY RECORDER | 262 | A.PEREZ 504 CORNELIA | 22463 | ADRIAN PEREZ RECORDING FEE 504 CORNELIA STREET | 20.00 |
| 16 G111021 | KERN COUNTY RECORDER | 262 | D.PALLARES 901 16TH | 22464 | DOLORES PALLARES RECORDING FEE 901 16TH STREET | 20.00 |
| 17 G111021 | ACCONTEMP | 268 | 58717096 | 22454 | TEMP M.SOLORIO WE 10/22/21 | 781.89 |
| 18 G111021 | ACCONTEMP | 268 | 58762230 | 22454 | TEMP M.SOLORIO WE 10/29/21 | 817.14 |
| 19 G111021 | BOOT BARN #26 | 1063 | INV00131784 | 22455 | ANGEL SANDOVAL BOOT ALLOWANCE | 173.19 |
| 20 G111021 | SOUTHERN CALIFORNIA GAS COMPANY | 1438 | 10/01/21-11/01/21 | 22467 | CNG FUEL BILL 10/01/21-11/01/21 | 4,939.98 |
| 21 G111021 | INNOVATIVE ENGINEERING SYSTEMS, INC | 4907 | 39263 | 22462 | ADDING LIFT STATIONS TO SCADA AT WASTEWATER | 22,170.00 |
| 22 G111021 | VERIZON CONNECT NWF INC | 4908 | OSV000002595130 | 22469 | MONTHLY GPS SRVCS OCT 2021 | 114.00 |
| 23 G111021 | THE HOME DEPOT PRO | 5006 | 649098266 | 22468 | JANITORIAL SUPPLIES FOR ALL CITY BUILDINGS | 37.89 |
| 24 G111021 | THE HOME DEPOT PRO | 5006 | 648555209 | 22468 | JANITORIAL SUPPLIES FOR ALL CITY BUILDINGS | 474.12 |
| 25 G111021 | THE HOME DEPOT PRO | 5006 | 648728152 | 22468 | JANITORIAL SUPPLIES FOR ALL CITY BUILDINGS | 59.99 |
| 26 G111021 | TRADICIONES MARKETS, INC | 5259 | 502 OCT 21 | 22461 | OCT 2021:502 UB PAYMENTS TRANSACTIONS | 90.36 |
| 27 G111021 | PEREZ, ADRIAN XAVIER | 5686 | LOAN#12840 | 22465 | REIMBURSE OVERPAYMENT ON 2013 CDBG LOAN#12840 | 1.66 |
| 28 G111021 Total | | | | | | 35,833.16 |
| 29 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121CK | 5116 | REGISTRATION,SIGNS PARK ON CENTRAL,POSTAGE | 796.12 |
| 30 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121FIN | 5116 | Office Supplies-Finance,Training | 1,051.01 |
| 31 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121FL | 5116 | training,repair,replacement,equipment,parts-Maintenance | 1,434.07 |
| 32 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121GS | 5116 | Cutting Trees, Weedeater Parts, Sprinkler Parts | 338.13 |
| 33 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121HK | 5116 | Dinner for Training, Doorstop, Trap animal control | 544.86 |
| 34 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121HC | 5116 | Auto Supplies, Small Tools, Wipers, New Tires | 2,627.32 |
| 35 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121HM | 5116 | Membership Renewal and City Manager Conference | 950.00 |
| 36 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121LF | 5116 | Wet Food for Kittens | 40.88 |
| 37 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121MM | 5116 | Webinar, Farewell Luncheon, Wasco Festival | 2,035.85 |
| 38 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121MC | 5116 | Fitting well#14, Repair Services, 2 cycle oil | 552.00 |
| 39 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121PLAN | 5116 | Laser for Inspectors, Windows Software, Conference | 1,938.95 |
| 40 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121SC | 5116 | Lights, Wire Cutters, Safety Jackets, CH Plants | 1,755.40 |
| 41 WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121SM | 5116 | Dog Food for Dogs | 108.14 |

| | A | B | C | D | E | F | G |
|-----|----------------|---|------------|----------------------|-----------|--|-----------|
| | WARRANT | VENDOR NAME | VENDOR No. | INVOICE No. | CHECK No. | DESCRIPTION | AMOUNTS |
| 42 | WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121VN | 5116 | HR Purchases, HR Mail and Lamars Retirement | 267.13 |
| 43 | WF111021 | WELLS FARGO CREDIT CARD | 4426 | WF103121WC | 5116 | Software, Business Cards, Lamars Retirement, Adobe | 987.09 |
| 44 | WF111021 Total | | | | | | 15,426.95 |
| 45 | A111521 | METROPOLITAN LIFE INSURANCE COMPANY | 4932 | TS05954057 NOV 21 | 5119 | INS. PREMIUM FOR NOV 2021 | 6,451.17 |
| 46 | A111521 Total | | | | | | 6,451.17 |
| 47 | A111721 | ADMINISTRATIVE SOLUTIONS-FRESNO | 2208 | 11/10/21 | 5120 | MEDICAL CHECK RUN 11/08/21 | 5,385.97 |
| 48 | A111721 Total | | | | | | 5,385.97 |
| 51 | G111521 | BC LABORATORIES, INC. | 63 | B432909 | 22480 | WTR SAMPLE TEST 10/14/21 WELL37,10,14 | 376.00 |
| 52 | G111521 | BC LABORATORIES, INC. | 63 | B432865 | 22479 | WTR SAMPLE TEST 10/21/21 WELL#8,11 | 28.00 |
| 53 | G111521 | BC LABORATORIES, INC. | 63 | B432910 | 22479 | WTR SAMPLE TEST 10/28/21 WELL#12 | 220.00 |
| 54 | G111521 | BC LABORATORIES, INC. | 63 | B432939 | 22479 | WTR SAMPLE TEST 10/28/21 NEW MAIN INSTALL | 28.00 |
| 55 | G111521 | BC LABORATORIES, INC. | 63 | B342598 | 22479 | WW SAMPLE TEST 10/19/21 INFLUENT MONITORING | 70.00 |
| 56 | G111521 | BC LABORATORIES, INC. | 63 | B432664 | 22479 | WW SAMPLE TEST 10/21/21 INFLUENT MONITORING | 70.00 |
| 57 | G111521 | BC LABORATORIES, INC. | 63 | B430996 | 22479 | WW SAMPLE TEST 9/30/21 INFLUENT MONITORING | 70.00 |
| 58 | G111521 | BC LABORATORIES, INC. | 63 | B430287 | 22479 | WTR SAMPLE TEST 9/23/21 WELL #8,10,14 | 42.00 |
| 59 | G111521 | BC LABORATORIES, INC. | 63 | B430670 | 22479 | WTR SAMPLE TEST 9/28/21 BACTERIOLOGICAL | 98.00 |
| 60 | G111521 | BC LABORATORIES, INC. | 63 | B430671 | 22479 | WTR SAMPLE TEST 9/28/21 WELL #7,11,12 | 42.00 |
| 61 | G111521 | BC LABORATORIES, INC. | 63 | B430954 | 22480 | WTR SAMPLE TEST 9/28/21 WELL #7,11,12 | 432.00 |
| 62 | G111521 | BC LABORATORIES, INC. | 63 | B431378 | 22479 | WTR SAMPLE TEST 10/5/21 BACTERIOLOGICAL | 84.00 |
| 63 | G111521 | BC LABORATORIES, INC. | 63 | B430114 | 22479 | WTR SAMPLE TEST 9/21/21 BACTERIOLOGICAL | 84.00 |
| 64 | G111521 | BC LABORATORIES, INC. | 63 | B431533 | 22479 | WW SAMPLE TEST 10/6/21 INFLUENT MONITORING | 70.00 |
| 65 | G111521 | BC LABORATORIES, INC. | 63 | B431830 | 22479 | WW SAMPLE TEST 10/12/21 INFLUENT MONITORING | 70.00 |
| 66 | G111521 | BC LABORATORIES, INC. | 63 | B430078 | 22479 | WW SAMPLE TEST 9/7/21 INFLUENT MONITORING | 153.00 |
| 67 | G111521 | BC LABORATORIES, INC. | 63 | B431090 | 22479 | WW SAMPLE TEST 9/21/21 INFLUENT MONITORING | 153.00 |
| 68 | G111521 | BC LABORATORIES, INC. | 63 | B430727 | 22479 | WW SAMPLE TEST 9/28/21 INFLUENT MONITORING | 70.00 |
| 69 | G111521 | BC LABORATORIES, INC. | 63 | B432259 | 22480 | WW SAMPLE TEST 10/5/21 INFLUENT /BIOSOLIDS | 623.00 |
| 70 | G111521 | BC LABORATORIES, INC. | 63 | B432819 | 22480 | WW SAMPLE TEST 2021 4TH QUARTER MONITORING | 3,080.00 |
| 71 | G111521 | BC LABORATORIES, INC. | 63 | B430477 | 22479 | WW SAMPLE TEST 9/23/21 INFLUENT MONITORING | 70.00 |
| 72 | G111521 | BC LABORATORIES, INC. | 63 | B432016 | 22479 | WW SAMPLE TEST 10/11/21 2021 4QTR 2021 | 180.00 |
| 73 | G111521 | PG & E COMPANY | 85 | 28673832979 10/29/21 | 22500 | UB 747 G ST WELL #14 10/29/21 | 19,517.90 |
| 74 | G111521 | QUADIENT FINANCE USA,INC | 1844 | 0715 OCT 2021 | 22501 | POSTAGE OCT 2021 | 419.99 |
| 75 | G111521 | UNIVAR USA INC | 111 | 49556856 | 22509 | WELL #10 IRIS & GRIFFITH CHLORINE LIQUID | 730.47 |
| 76 | G111521 | JEFFRIES BROS., INC | 140 | 96715 | 22496 | DISPOSAL #100: FORK LIFT REFILL PROPANE | 28.19 |
| 77 | G111521 | JEFFRIES BROS., INC | 140 | 97239CT | 22496 | FUEL FOR OCT 21 | 11,779.87 |
| 78 | G111521 | DEE JASPAR AND ASSOCIATES, INC | 378 | 21-10048 | 22489 | SRF GRANT APPLICATION: TASK ORDER #5 | 320.00 |
| 79 | G111521 | DEE JASPAR AND ASSOCIATES, INC | 378 | 21-10049 | 22489 | PUMP & WTR SYSTEM EVALUATION:TASK ORDER #6 | 462.00 |
| 80 | G111521 | DEE JASPAR AND ASSOCIATES, INC | 378 | 21-10050 | 22489 | UWMP UPDATE PROFESSIONAL SRVCS OCT 2021 | 560.00 |
| 81 | G111521 | DEE JASPAR AND ASSOCIATES, INC | 378 | 21-10051 | 22489 | WELL #16 TEST WELL PROFESSIONAL SRVCS OCT 2021 | 165.00 |
| 82 | G111521 | DEE JASPAR AND ASSOCIATES, INC | 378 | 21-09052 | 22489 | WELL #16 STORAGE TANK & BOOSTER PUMP STATION | 2,035.00 |
| 83 | G111521 | MCDOWELL TAX SERVICE | 758 | 72388 | 22499 | BUSINESS LICENSE OVERPAYMENT | 30.00 |
| 84 | G111521 | AUTOZONE,INC | 851 | 5346128599 | 22478 | #DAR: OIL AND AIR FILTERS | 11.73 |
| 85 | G111521 | AUTOZONE,INC | 851 | 5346128094 | 22478 | LIGHT BULBS ASSORMENT FOR ALL DEPT | 119.06 |
| 86 | G111521 | APPLIED TECHNOLOGY GROUP | 905 | INV0000023079 | 22477 | TROUBLESHOOT RADIO SYSTEM & CHECK COAX & OMNI ANENNA | 833.10 |
| 87 | G111521 | BSK & ASSOCIATES, INC. | 1052 | 0095118 | 22483 | TESTING SERVICES FOR CONSTRUCTION | 4,403.00 |
| 88 | G111521 | SANDOVAL INDUSTRIES LLC | 1180 | 1482 | 22503 | MATERIAL #GEN: NITROGEN TANK RENTAL | 16.24 |
| 89 | G111521 | CITY OF DELANO | 1842 | 000008610 | 22485 | CNG FUEL CHARGE VEHICLE#W63 8/9,8/12,8/16 | 79.05 |
| 90 | G111521 | CALIFORNIA DEPARTMENT OF TRANSPORTATION | 2330 | SL220452 | 22484 | QUARTERLY SIGNAL & LIGHTING JUL TO SEPT 2021 | 2,122.28 |
| 91 | G111521 | GOLDEN EMPIRE CONCRETE SALES | 2574 | 270011 | 22492 | GREEN WASTE SHED CONCRETE BASE | 767.39 |
| 92 | G111521 | HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC. | 2651 | 1589 | 22493 | AUGUST 2021 BIOSOLIDS LOADS | 1,872.30 |
| 93 | G111521 | HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC. | 2651 | 1644 | 22493 | OCTOBER 2021 BIOSOLIDS LOADS | 1,019.40 |
| 94 | G111521 | BR FROST COMPANY | 2655 | 1295 | 22482 | MAINTENANCE ON #2 BAR SCREEN & COMPACTOR | 2,550.00 |
| 95 | G111521 | AIRCO BAKERSFIELD | 3102 | 91028 | 22475 | PRICE TO INSTALL DRAIN PAN FOR A/C UNIT | 680.00 |
| 96 | G111521 | AIRCO BAKERSFIELD | 3102 | 90070 | 22475 | FOUND DISCONNECT FURE, REPLACED FUSE & RAN TEST | 180.00 |
| 97 | G111521 | AIRCO BAKERSFIELD | 3102 | 800961 | 22475 | PW SHOP HEATER NOT HEATING | 69.00 |
| 98 | G111521 | AIRCO BAKERSFIELD | 3102 | 611117516BC | 22475 | SERVICE CALL FOR UNIT NOT COOL | 85.00 |
| 99 | G111521 | SELF-HELP ENTERPRISES | 3636 | 4 | 22504 | SEPT 2021:CV1-SUBSISTANCE PMTS REIMB 4 | 6,918.24 |
| 100 | G111521 | SELF-HELP ENTERPRISES | 3636 | 3 | 22504 | AUG 2021:CV1-SUBSISTANCE PMTS REIMB 3 | 11,340.99 |

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|-----|---------------|---|------------|----------------------|-----------|--|------------|
| | WARRANT | VENDOR NAME | VENDOR No. | INVOICE No. | CHECK No. | DESCRIPTION | AMOUNTS |
| 101 | G111521 | KERN MACHINERY | 4011 | 101-909722 | 22498 | STREET #107:FRONT WHEELS & PARKING SWITCH | 230.82 |
| 102 | G111521 | WILLBANKS ENVIRONMENTAL CONSULTING, INC. | 4147 | 21958 | 22512 | QUARTERLY GROUND WATER REPORTS | 350.00 |
| 103 | G111521 | VERIZON WIRELESS SERVICE LLC | 4237 | 9891477730 | 22511 | CELL PHONES & IPADS 09/26/21-10/25/21 | 1,258.90 |
| 104 | G111521 | INFO SEND, INC. | 4244 | 201433 | 22495 | 10/01/21 STMTS DATA PROCSNG /PREP SRVCS | 2,967.70 |
| 105 | G111521 | GARDAWORLD | 4266 | 20503717 | 22491 | EXCESS SERVICES FOR NOV 2021 | 52.21 |
| 106 | G111521 | SAFETY-KLEEN SYSTEMS, INC | 4768 | 87363335 | 22502 | MATERIAL GEN# PARTS CLEANER SERVICE | 168.88 |
| 107 | G111521 | THE SHAFTER PRESS/ WASCO TRIBUNE | 4787 | 2438 | 22505 | WASCO PARKS & SALES TAX COMMITTEE RECRUITMENT | 384.00 |
| 108 | G111521 | SILVER & WRIGHT LLP | 4804 | 28444 | 22506 | NUISANCE ABATEMENT OCT 21 | 302.86 |
| 109 | G111521 | COUNTRY TIRE & WHEEL | 4953 | 2213260 | 22487 | DISPOSAL #GEN: 5 RECAP TIRES | 1,158.25 |
| 110 | G111521 | AMAZON CAPITAL SERVICES, INC | 4968 | 17TX-R4NL-37LJ | 22476 | MULTI-CODE 2 CHANNEL TRANSMITTER | 21.00 |
| 111 | G111521 | BHT ENGINEERING, INC | 5134 | 21-0527 | 22481 | GENERAL ENGINEERING WORKED PERFORMED OCT 2021 | 585.00 |
| 112 | G111521 | BHT ENGINEERING, INC | 5134 | 21-0531 | 22481 | TM 7373 PHASE 1 WORKED PERFORMED OCT 2021 | 3,315.00 |
| 113 | G111521 | BHT ENGINEERING, INC | 5134 | 21-0526 | 22481 | PEDESTRIAN SAFETY IMPROVEMENTS WORKED OCT 2021 | 4,202.50 |
| 114 | G111521 | BHT ENGINEERING, INC | 5134 | 21-0529 | 22481 | CENTRAL & FILBURN WIDENING WORKED PERFORMED OCT 21 | 2,115.00 |
| 115 | G111521 | BHT ENGINEERING, INC | 5134 | 21-0528 | 22481 | MS4 ASSISTANCE ANNUAL REPORT WORKED PERFORMED OCT 21 | 4,965.00 |
| 116 | G111521 | SWAGIT PRODUCTIONS, INC | 5178 | 19086 | 22507 | VIDEO STREAMING SERVICES:OCT 2021 | 1,435.00 |
| 117 | G111521 | UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC | 5268 | EM007628 | 22510 | PHYSICAL DOT 09/13/21 | 90.00 |
| 118 | G111521 | UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC | 5268 | EM008264 | 22510 | PHYSICAL DOT 10/19/21 | 90.00 |
| 119 | G111521 | CLEAN STRIDE LLC | 5289 | 3231 | 22486 | CLEANING SERVICES FOR OCT 2021 | 6,197.00 |
| 120 | G111521 | TMC PEST MANAGEMENT | 5516 | 72368 | 22508 | BUSINESS LICENSE OVERPAYMENT | 0.10 |
| 121 | G111521 | DONUTS TO GO | 5679 | 570-0007011450 | 22490 | RFND CREDIT CLOSED ACCT: 0007011450 570 | 77.16 |
| 122 | G111521 | DONUTS TO GO | 5679 | 570-0007011451 | 22490 | RFND CREDIT CLOSED ACCT:0007011451 570 | 7.98 |
| 123 | G111521 | JUNE COLEMAN | 5681 | 1456-0185003160 | 22497 | RFND CREDIT CLOSED ACCT:0185003160 1456 | 22.47 |
| 124 | G111521 | DAVID GOMEZ RODRIGUEZ | 5682 | 17344-034600936 | 22488 | RFND CREDIT CLOSED ACCT: 0346009360 17344 | 82.23 |
| 125 | G111521 | HURLBERT, SCOTT | 5685 | REIMB 09/21 & 09/24 | 22494 | CALCITIES CONFERENCE 09/21/21-09/24/21 MILEAGES | 298.48 |
| 126 | G111521 Total | | | | | | 105,745.74 |
| 127 | G111721 | BC LABORATORIES, INC. | 63 | 8433600 | 22519 | WTR SAMPLE TEST 10/28/21 BACTERIOLOGICAL | 98.00 |
| 128 | G111721 | BC LABORATORIES, INC. | 63 | 8433406 | 22519 | WTR SAMPLE TEST 11/2/21 WELL#7,8,10,11,12 | 1,100.00 |
| 129 | G111721 | BC LABORATORIES, INC. | 63 | 8433608 | 22519 | WW SAMPLE TEST 10/28/21 INFLUENT MONITORING | 70.00 |
| 130 | G111721 | BC LABORATORIES, INC. | 63 | 8433380 | 22519 | WW SAMPLE TEST 10/14/21 INFLUENT MONITORING | 153.00 |
| 131 | G111721 | BC LABORATORIES, INC. | 63 | 8433515 | 22519 | WW SAMPLE TEST 10/26/21 INFLUENT MONITORING | 70.00 |
| 132 | G111721 | FED EX | 123 | 7-564-45200 | 22530 | FEDEX SRVCS 11/11/21 | 122.72 |
| 133 | G111721 | PG & E COMPANY | 85 | 02579048568 11/10/21 | 22538 | UB 2692 GRAPEVINE LN 11/10/21 | 12.01 |
| 134 | G111721 | PG & E COMPANY | 85 | 58161952393 11/10/21 | 22538 | UB MCCOMBS & GRIFFITH SE COR WATER WELLS#12 111019 | 4,031.65 |
| 135 | G111721 | PG & E COMPANY | 85 | 87027247011 11/09/21 | 22538 | UB AGRICULTURE 11/09/21 | 445.40 |
| 136 | G111721 | PG & E COMPANY | 85 | 29915249253 11/14/21 | 22538 | UB 810 8TH ST COURTHOUSE 11/14/21 | 41.38 |
| 137 | G111721 | PG & E COMPANY | 85 | 34334121893 11/14/21 | 22538 | UB 25' N/O FILBURN ON BECKES 11/14/21 | 10.13 |
| 138 | G111721 | PG & E COMPANY | 85 | 20533184923 11/15/21 | 22538 | UB SW SE SE 1127 24 N/S POSO .25M W/O PALM 11/15/21 | 146.49 |
| 139 | G111721 | PG & E COMPANY | 85 | 21147131763 11/15/21 | 22538 | UB STREET LIGHT TRACT 7311-4 ON FILBURN 11/15/21 | 18.25 |
| 140 | G111721 | PG & E COMPANY | 85 | 83658717562 11/15/21 | 22538 | UB ANNEX PARKING LIGHT 11/15/21 | 10.88 |
| 141 | G111721 | CLARK PEST CONTROL | 117 | 29482616 | 22526 | 5410 7TH ST: PEST CONTROL SERVICES | 51.00 |
| 142 | G111721 | INNOVATIVE ENGINEERING SYSTEMS, INC | 4907 | 39420 | 22532 | COW WASTE WATER SERVICES | 1,188.70 |
| 143 | G111721 | UNIVAR USA INC | 111 | 49590345 | 22546 | WELL #7 4TH & POPLAR LIQUID CHLORINE | 547.75 |
| 144 | G111721 | UNIVAR USA INC | 111 | 49590346 | 22546 | WELL #14 -747 G ST LIQUID CHLORINE | 547.75 |
| 145 | G111721 | GARDAWORLD | 4266 | 10663278 | 22531 | ARMORED CAR SRVCS FOR NOV 2021 | 369.42 |
| 146 | G111721 | THE SHAFTER PRESS/ WASCO TRIBUNE | 4787 | 2449 | 22542 | ORGANIC WASTE DISPOSAL ORDINANCE ENFORCEMENT | 129.00 |
| 147 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 1V6Y-1PM7-WFQF | 22516 | OFFICE SUPPLIES FOR CITY HALL | 91.88 |
| 148 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 1WG7-R3MC-MXNR | 22516 | HARDWARE FOR STAFF ACCESS AT PW,WTR,WWT DEPT | 243.50 |
| 149 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 191K-FXY3-KVPJ | 22516 | EMPLOYEE APPRECIATION PLAQUE | 297.70 |
| 150 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 17M9-QCLX-JKDP | 22516 | HIGH VIS JACKET FOR CHRIS DUNEHEW PW PROJECT MNGR | 54.11 |
| 151 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 17M9-QCLX-DKGV | 22516 | PACK OF 3 FAKE OWL FOR PW | 32.46 |
| 152 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 1XLP-RVWP-NHHX | 22516 | FLUORESCENT FIXTURES 8FT TUBE | 64.89 |
| 153 | G111721 | AMAZON CAPITAL SERVICES, INC | 4968 | 1CGT-NDKR-L6GV | 22516 | HIGH VIS JACKET FOR FRANK V & LEONARD | 108.21 |
| 154 | G111721 | P & J ELECTRIC, INC. | 66 | 7368 | 22537 | SERVICES 3 WAY VALVE & BARSCREEN COMPACTOR | 521.91 |
| 155 | G111721 | AMERICAN REFUSE INC | 183 | 118874 | 22517 | RECYCLING @ 801 8TH ST FOR OCT 2021 3YD BIN | 81.81 |
| 156 | G111721 | AMERICAN REFUSE INC | 183 | 118875 | 22517 | RECYCLING @764 E ST FOR OCT 2021 | 81.81 |
| 157 | G111721 | AMERICAN REFUSE INC | 183 | 118880 | 22517 | HAULING FEE 930 E. BROADWAY | 4,800.00 |

| | A | B | C | D | E | F | G |
|-----|---------------|-----------------------------------|------------|---------------------|-----------|--|------------|
| | WARRANT | VENDOR NAME | VENDOR No. | INVOICE No. | CHECK No. | DESCRIPTION | AMOUNTS |
| 158 | G111721 | ZEE MEDICAL SERVICE CO. #34 | 238 | 34-219889 | 22549 | FIRST AID KIT RESTOCK @ WW | 78.31 |
| 159 | G111721 | THE GAS COMPANY | 246 | 08961820373 NOV 21 | 22545 | 10/08/21-11/09/21 CITY YARD-845 F ST | 152.84 |
| 160 | G111721 | THE GAS COMPANY | 246 | 08331820137 NOV 21 | 22545 | 10/08/21-11/09/21 COURT HOUSE 757 F ST | 22.46 |
| 161 | G111721 | THE GAS COMPANY | 246 | 08121820008 NOV 21 | 22545 | 10/08/21-11/09/21 SHERIFF'S -748 F ST | 6.68 |
| 162 | G111721 | TAG/AMS, INC | 298 | 2801313 | 22544 | URINE DRUG TEST 07/06/21 | 85.00 |
| 163 | G111721 | AFFINITY TRUCK CENTER | 405 | F013231413:01 | 22515 | DISPOSAL #13: IGNITION SWITCH | 45.02 |
| 164 | G111721 | AFFINITY TRUCK CENTER | 405 | F013231535:01 | 22515 | DISPOSAL #23: FUEL SYSTEM MODULE & SENSORS & VALVE | 1,276.60 |
| 165 | G111721 | CARTER PUMP & MACHINE, INC. | 413 | 00024953 | 22522 | WELL#2 INSPECT WELL & PUMP, MAINTENANCE & TEST | 110.00 |
| 166 | G111721 | CARTER PUMP & MACHINE, INC. | 413 | 00024991 | 22522 | WELL#2 INSPECT WELL & PUMP, MAINTENANCE | 110.00 |
| 167 | G111721 | ROYAL INDUSTRIAL SOLUTIONS | 711 | 0332-1024639 | 22541 | CONVERSION HEADS CONVERT OLD POST TOP LIGHTS-LED | 10,979.45 |
| 168 | G111721 | BILL KORETOFF | 1291 | 1765 | 22513 | GUTTER BROOM REPLACEMENTS: BOTH SWEEPERS | 3,517.35 |
| 169 | G111721 | DEPARTMENT OF JUSTICE | 1668 | 544483 | 22529 | FINGERPRINTS SRVCS FOR OCT 2021 | 32.00 |
| 170 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 626679 | 22524 | UB 810 8TH ST 09/15/21-10/15/21 | 56.44 |
| 171 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 631815 | 22524 | UB 810 8TH ST (LF) 11/01/21-11/30/21 | 15.80 |
| 172 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 626716 | 22524 | UB 1445 12TH STREET (SAL) 09/15/21-10/15/21 | 46.32 |
| 173 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627016 | 22524 | UB 800 BLK CENTRAL 09/15/21-10/15/21 | 91.52 |
| 174 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627019 | 22524 | UB 1100 CENTRAL AVE LLMD 09/15/21-10/15/21 | 91.52 |
| 175 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627021 | 22525 | UB 1500 BLK OF CENTRAL 09/15/21-10/15/21 | 308.74 |
| 176 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627147 | 22525 | UB 764 E STREET (ANNEX) 09/15/21-10/15/21 | 121.56 |
| 177 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 631854 | 22525 | UB 764 E STREET (ANNEX) (LF) 11/01/21-11/30/21 | 182.21 |
| 178 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627208 | 22525 | UB 847 F STREET 09/15/21-10/15/21 | 121.56 |
| 179 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627245 | 22525 | UB 1300 BLK FILBURN 09/15/21-10/15/21 | 369.99 |
| 180 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627619 | 22524 | UB NW MAPLE/MARGALO LLMD 2006-1 09/15/21-10/15/21 | 91.52 |
| 181 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627620 | 22524 | UB MAPLE/GROMER LLMD 2006-1 09/15/21-10/15/21 | 91.52 |
| 182 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627662 | 22524 | UB 2700 BLK MONDAVI CT 09/15/21-10/15/21 | 91.52 |
| 183 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627723 | 22524 | UB 1500 BLOCK OF PALM 09/15/21-10/15/21 | 91.52 |
| 184 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627730 | 22524 | UB 2100 BLK PALM 09/15/21-10/15/21 | 91.52 |
| 185 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627732 | 22524 | UB 400 N BLOCK OF PALM LLMD 2006-1 09/15/21-10/15/21 | 91.52 |
| 186 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627734 | 22525 | UB 1700 BLK OF PALM #A 09/15/21-10/15/21 | 153.18 |
| 187 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627758 | 22524 | UB 1200 BLK PECAN ST 09/15/21-10/15/21 | 91.52 |
| 188 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627761 | 22524 | UB PENELOPE LLMD 2006-1 09/15/21-10/15/21 | 91.52 |
| 189 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627827 | 22524 | UB 1700 BLK POPLAR 09/15/21-10/15/21 | 91.52 |
| 190 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627828 | 22524 | UB 1700 BLK POPLAR #A 09/15/21-10/15/21 | 91.52 |
| 191 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627881 | 22524 | UB 2500 BLK OF POSO DR. LLMD6-01 09/15/21-10/15/21 | 91.52 |
| 192 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627885 | 22524 | UB 2700 BLK OF POSO AVE LLMD06-01 09/15/21-10/15/21 | 91.52 |
| 193 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 627916 | 22524 | UB PALM N. PROSPERITY 2006-1 09/15/21-10/15/21 | 91.52 |
| 194 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 628039 | 22524 | UB 1700 BLK OF MARGALO 09/15/21-10/15/21 | 91.52 |
| 195 | G111721 | CITY OF WASCO-UB PAYMENTS | 1875 | 628237 | 22524 | UB 1300 BLK OF WILLOW 09/15/21-10/15/21 | 91.52 |
| 196 | G111721 | CENTRAL CALIFORNIA POWER INC | 2552 | 118820 | 22523 | DISPOSAL #23: SERVICE CALL FOR ENGINE CHECK | 391.60 |
| 197 | G111721 | ADVANTAGE ANSWERING PLUS | 2564 | 000023-091-801 | 22514 | ANSWERING SRVCS FOR NOV 2021 | 528.49 |
| 198 | G111721 | QUADIANT LEASING USA, INC | 2996 | N9123450 | 22539 | POSTAGE LEASING 12/02/21-03/01/22 | 370.44 |
| 199 | G111721 | COBB, KERI | 3329 | NOE POSTAGE PROP 68 | 22527 | REIMB POSTAGE TO PROP 68 NOE COUNTY POSTING | 51.45 |
| 200 | G111721 | JOHN KULAR CONSULTING | 3734 | 1140 | 22534 | SEWER MODEL TASK #2 | 1,489.75 |
| 201 | G111721 | R3 CONSULTING GROUP, INC. | 3930 | 16065 | 22540 | SB 1383 SUPPORT SERVICES: TASK#3,#4,#7 | 7,322.50 |
| 202 | G111721 | VERA, NANCY | 4988 | REIMB 10/29/21 | 22547 | REIMB MIEAGLE CSJVRMA QUARTERLY MEETING 10/29/21 | 61.04 |
| 203 | G111721 | CALLTOWER, INC | 5098 | 200894844 | 22520 | PHONE SRVCS FOR SEPT-OCT 2021 | 133.53 |
| 204 | G111721 | JB ELECTRIC SERVICES INC | 5352 | 2107 | 22533 | REMOVE & REPLACE DAMAGED ELECTRICAL BOXES @PW | 736.67 |
| 205 | G111721 | MARIA G VILLEGAS | 5645 | 17380-0002011220 | 22536 | RFND CREDIT CLOSED ACCT:17380-0002011220 1122 2ND | 28.46 |
| 206 | G111721 | BADAWI & ASSOCIATES | 5675 | 1142 | 22518 | 2021 AUDIT PROGRESS BILLING #2 | 17,955.00 |
| 207 | G111721 | SIERRA DEVELOPMENT & MGMT GROUP | 5687 | 11348-0007011471 | 22543 | RFND CREDIT CLOSED ACCT 1147-1153 7TH ST | 73.99 |
| 208 | G111721 | SIERRA DEVELOPMENT & MGMT GROUP | 5687 | 11348-0007011470 | 22543 | RFND CREDIT CLOSED ACCT 1147-1153 7TH ST | 158.40 |
| 209 | G111721 | CYNTHIA MARICELA PALACIO | 5689 | 16527-015000612B | 22528 | RFND CREDIT CLOSED ACCT 612 CENTRAL AVE #B | 19.97 |
| 210 | G111721 | CANYON HILLS | 5691 | PERMIT#2021-015 | 22521 | DEPOSIT RELEASE FOR BLOCK PARTY PERMIT#2021-015 | 360.00 |
| 211 | G111721 | WILSON CHAVEZ | 5692 | 12489-0120003170 | 22548 | RFND CREDIT CLOSED ACCT 317 BECKES AVE | 45.06 |
| 212 | G111721 | LAV CONSULTING & ENGINEERING, INC | 5693 | 990-01 | 22535 | DESIGN CENTRAL AVE PARK AVE NEIGHBORHOOD PARK | 6,872.00 |
| 213 | G111721 Total | | | | | | 71,487.51 |
| 214 | | | | | | GRAND TOTAL | 242,983.62 |

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, August 17, 2021
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Reyna called the meeting to order at 6:00 pm.

2) ROLL CALL:

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez

3) FLAG SALUTE: Led by Mayor Reyna

4) INVOCATION: Led by Socorro Sanchez

5) PRESENTATIONS:

a. Presentation by Terry Knight, PIO from Kern Mosquito and Vector Control

b. Presentation regarding OhmConnect by Virginia Penaloza

c. Recognition for the years of Dedication for Deputy Patrick Basquez

Mayor Reyna presented a recognition plaque to Deputy Basquez.

6) PUBLIC COMMENTS:

- Danny Brown

7) SUCCESSOR AGENCY BUSINESS:

a. Nomination and Appointment for Chairman

Director Cortez nominated Director Reyna as Chairman of the Successor Agency.

Motion was made by Director Cortez, **seconded** by Director Martinez to appoint Director Reyna as Chairman of the Successor Agency by the following roll call vote:

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, MARTINEZ, GARCIA |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

b. Nomination and Appointment for Vice-Chairman

Motion was made by Director Cortez, **seconded** by Director Martinez to appoint Director Pallares as Vice-Chairman of the Successor Agency by the following roll call vote:

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, MARTINEZ, GARCIA |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

a. Nomination and Appointment of a Chairman

Motion was made by Director Cortez, **seconded** by Director Martinez to appoint Director Reyna as Chairman of the Wasco Public Finance Authority by the following roll call vote:

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, MARTINEZ, GARCIA |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

b. Nomination and Appointment of a Vice-Chairman

Motion was made by Director Cortez, **seconded** by Director Martinez to appoint Director Pallares as Vice-Chairman of the Wasco Public Finance Authority by the following roll call vote:

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, MARTINEZ, GARCIA |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Approval of Minutes for:**
 1. April 27, 2021, Special Meeting
 2. May 18, 2021, Special Meeting
- b. Receive and file departments payments totaling \$ 192,656.39**
- c. Receive and file the Investment Report for the month ended June 30, 2021.**
- d. Receive and File the Investment Report for the month ended July 31, 2021.**

- e. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with The Charles Machine Works in the amount of \$45,000.00 to purchase an 800-gallon vacuum excavator.
Res#2021-3657
Agmt#2021-042
- f. Approval of Travel Expenses Exceeding \$500.00 per trip for the Acting Deputy Public Works Director and Facilities Maintenance Technician to attend a Public Works Inspection Course on October 26 – 27 in San Diego.
- g. Accept Notice of Completion and Notice of Acceptance of the Demolition Project at 764 H Street and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.
- h. Accept Notice of Completion and Notice of Acceptance of the SB1 2021 SB1 Streets Overlay Project and Authorization for the City Clerk to file the Notice of Completion with the Kern County Recorder.
- i. Adopt a Resolution of the City Council of the City of Wasco Establishing a User and Regulatory Fee Policy.
Reso#2021-3658
- j. Adopt a Resolution Authorizing the Removal of Alexandro Garcia and adding John Pallares, as a Signing Authority for all City Bank Accounts.
Reso#2021-3659
- k. Adopt a Resolution Approving The City Of Wasco Covid-19 Prevention Program (CPP) With An Effective Date 08/17/2021 and Authorize The City Manager To Approve future Changes To The Program Language.
Reso#2021-3660

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

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

10) PUBLIC HEARINGS:

- a. Adopt a Resolution of the City Council of the City of Wasco Updating and Establishing User and Regulatory Fees.
Reso#2021-3661

PowerPoint presentation by Terry Madsen from ClearSource Financial Consulting:

- User and Regulatory Fee Update

Mayor Reyna opened the public hearing at 7:29 PM.
No public comments.
Mayor Reyna closed the public hearing at 7:30 PM.

Motion was made by Council Member Garcia, **seconded** by Council Member Cortez to approve item 10a by the following roll call vote:

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

11) DEFERRED BUSINESS:

- a. Kern County Fire Department Report and Discussion regarding illegal fireworks.
City Manager Hurlbert deferred the item for the next meeting.

12) NEW BUSINESS:

- a. Adopt a Resolution Approving an Employment Agreement with Kameron Arnold as Deputy Public Works Director for an annual salary of \$94,900.00 and Luis Villa as Public Works Director for an annual salary of \$105,300.00 **changes \$108,680.00**
Reso#2021-3662
Agmt#2021-043
Agmt#2021-044

City Manager Hurlbert proposes having section 9(2)(b), under sick leave, remove the paragraph from the Employment Agreement for Kameron Arnold.

Motion was made by Council Member Garcia, **seconded** by Council Member Martinez to approve the employment agreement with Kameron Arnold **with the amended corrections mentioned** by the following roll call vote:

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

City Manager Hurlbert stated there is a typo on the agenda only. The resolution and agreements are correct to reflect the correct annual salary for Luis Villa is \$108,680.00.

Motion was made by Council Member Martinez, **seconded** by Council Member Garcia to approve the employment agreement with Luis Villa with **the amended corrections mentioned** by the following roll call vote:

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

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
No reports
- b. Kern Council of Government (Garcia)
No reports

- c. Wasco Task Force (Martinez & Reyna)
 - Discussed a memorial honoring Officer Campas and the members of the Ramirez family.
 - Downtown Beautification
 - Reporting vehicles to code enforcement

14) REPORTS FROM KC FIRE AND SHERIFF:

Sergeant Martinez gave recent crime reports.

15) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- The Gas Company is paving 13th Street and on G Street and should be done by the end of the week.
- Working with staff to bring back some safety procedures and policies that were in place last year due to the rise in Covid-19 numbers in Kern County.

16) REPORTS FROM CITY COUNCIL:

Council Member Cortez:

- Thanked everyone for the donations that continue to pour in for the Ramirez family. All the donations have been accounted for and have been delivered.

Council Member Garcia:

- Thanked Sergeant Martinez for mentioning the patrols in his crime reports.
- Encouraged the community to use the non-emergency phone number to contact the Kern County Sheriff's Department to report illegal activity.

Council Member Martinez:

- He attended Deputy Campas memorial service.
- Looking forward to attending the Memorial Golf Tournament next week for Deputy Campas.
- He received a compliment for city clerk staff on the exceptional manner in which they produced information for the freedom of information act requests.

Mayor Reyna adjourned into closed session at 8:05 pm.

Mayor Reyna adjourned out of closed session at 8:16 pm.

17) CLOSED SESSION:

- a. Approval of Closed Session Minutes for July 20, 2021

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8

Property: APN 490-020-04 and 487-010-11

Agency Negotiator: City Manager, City Attorney

Under Negotiation: Letter of Interest

Negotiating Parties: Broker: Henry Mendez

18) CLOSED SESSION ACTION:

City Attorney Schroeter reported out:

- a. Approval of Closed Session Minutes for July 20, 2021

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

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**

Property: APN 490-020-04 and 487-010-11

Agency Negotiator: City Manager, City Attorney

Under Negotiation: Letter of Interest

Negotiating Parties: Broker: Henry Mendez

No reportable action

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 8:18 pm.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, September 7, 2021
Regular Meeting – 6:00 p.m.
Council Chambers, City Hall

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

The meeting was called to order by Mayor Reyna at 6:01 PM.

2) ROLL CALL:

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez

3) FLAG SALUTE: Led by Mayor Reyna

4) INVOCATION: Led by Julia Sanchez Ochoa

5) PRESENTATIONS:

- a. Retirement Recognition presented to Ascencion (Shon) Rios for 17 years of service to the City of Wasco.

Mayor Reyna presented a plaque of recognition to Shon Rios.

6) PUBLIC COMMENTS: None

7) SUCCESSOR AGENCY BUSINESS:

- a. Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency Removing Alexandro Garcia and adding John Pallares as an Authorizing Signer for all Successor Agency Bank Accounts. (Perez-Hernandez)

Reso#2021-026

Motion by Director Cortez, **Seconded** by Director Martinez to approve item 7a by the following roll call vote;

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority Removing Alexandro Garcia and adding John Pallares as an Authorizing Signer for all Wasco Public Financing Authority Bank Accounts. (Perez-Hernandez)
Reso#2021-063

Motion by Director Cortez, **Seconded** by Director Martinez to approve item 7a by the following roll call vote;

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

- a. Approval of Minutes for June 11, 2021, Special Meeting
- b. Receive and file departments payments totaling \$ 669,515.28
- c. Approval of Travel Expenses Exceeding \$500.00 per participation in the California Public Employers Labor Relations Association (CALPELRA) 2021 Annual Training Conference on November 16 - November 19, 2021.
- d. Accept all Bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Graham Prewett, Inc. for the re-roofing of the Sheriff / City Hall buildings in the amount of \$81,800.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$15,000.
Reso#2021-3663
Agmt#2021-045
- e. Adopt a Resolution Authorizing the City Manager to endorse and enter into an agreement with the County of Kern to obtain Community Development Block Grant funding for the 16th Street Rehabilitation Project.
- f. Accept all Bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Cen-Cal Construction, Inc. for the Pedestrian Safety Improvement Project in the amount of \$326,750.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.
Reso#2021-3664
Agmt#2021-046

- g. Adopt a Resolution Approving Amendment No 1 to Employment Agreement No 2021- 043 Amending the Administrative Leave Terms Between Kameron Arnold and the City of Wasco.

Reso#2021-3665

Agmt#2021-044(1)

Council Member Cortez pulled item 9d for further discussion.

City Manager Hurlbert deferred item 9e to the next Council meeting.

Motion by Council Member Garcia, **Seconded** by Council Member Cortez to approve the Consent Calendar with separate considerations on items 9d and 9e. by the following roll call vote;

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

Motion by Mayor Reyna, **Seconded** by Council Member Garcia, to approve item 9d with the clarification language mentioned by the following roll call vote:

| | |
|----------|---|
| AYES: | REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ |
| NOES: | NONE |
| ABSTAIN: | NONE |
| ABSENT: | NONE |

10) PUBLIC HEARINGS:

- a. Report and Possible Approval, RE: The Establishment of Community Facilities District 2020-1, and Levy of a Special Tax for Services. (Cobb)

Mayor Reyna opened the hearing at 6:26 PM.

No comments from the public.

Mayor Reyna closed the public hearing at 6:27 PM.

City Clerk Maria O. Martinez reported that there were no written protests had been received from the landowner within the District. Therefore a majority protest does not exist.

1. Adopt A Resolution of Formation of the City Council of the City of Wasco to Establish City of Wasco Community Facilities District No. 2020-01, to Make Environmental Findings and Determinations with Respect Thereto Pursuant to the California Environmental Quality Act, to Establish an Appropriations Limit Therefor, to Authorize Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof

Reso#2021-3666

Motion by Council Member Cortez, **Seconded** by Council Member Martinez, to approve item 10a1 by the following roll call vote:

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

2. Adopt A Resolution of the City Council of the City of Wasco Calling a Special Election within City of Wasco Community Facilities District No. 2020-01;
Reso#2021-3667

Motion by Council Member Garcia, **Seconded** by Council Member Cortez, to approve item 10a2 by the following roll call vote:

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

3. Conduct the Special Election and Canvass Results.

City Clerk Maria O. Martinez reported that a ballot was received and found that all ballots in the election have been submitted and declared the election closed. The canvassing board for the City of Wasco Community Facilities District No. 2020-01 Special election held on September 7, 2021, completed its canvass of the ballots. The canvass was as follows: one (1) vote was in support of the proposition, and zero (0) votes were cast in opposition to the proposition. Therefore, the proposition was approved with a 100% vote in favor.

4. Adopt A Resolution of the City Council of the City of Wasco Declaring the Results of a Special Election in City of Wasco Community Facilities District No. 2020-01 and Directing the Recording of a Notice of Special Tax Lien
Reso#2021-3668

Motion by Council Member Garcia, **Seconded** by Mayor Reyna, to approve item 10a4 by the following roll call vote:

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

5. Introduction and Waive the First Reading of an Ordinance, of the City Council of the City of Wasco Acting in its Capacity as the Legislative Body of City of Wasco Community Facilities District No. 2020-01 Authorizing the Levy of a Special Tax within that District
Reso#2021-715

Motion by Council Member Garcia, **Seconded** by Mayor Reyna, to introduce and waive the first reading of an ordinance by the following roll call vote:

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

11) DEFERRED BUSINESS:

- a. Kern County Fire Department Report and Discussion regarding illegal fireworks.
No reports

12) NEW BUSINESS:

- a. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2021-2022 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules. (Hurlbert)

Reso#2021-3669

Motion by Council Member Martinez, **Seconded** by Council Member Garcia, to approve item 12a by the following roll call vote:

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

- b. Discussion and Possible Minute Action determining the city's position regarding two resolutions that have been submitted for consideration at the Annual Conference and referred to the Cal Cities policy committees scheduled to meet on September 23, 2021.

Presentation by City Manager Hurlbert.

The consensus of the council for the voting delegates is to vote to oppose Resolution 1 unless it is amended to include the adoption of critical amendments to the League of California Cities Online Sales Tax Equity Resolution. Delegates to vote in support of Resolution 2 proposes calling upon the Governor to adequately fund the California Public Utility Commission so that agency can fulfill its obligation as railroad regulators in California.

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
No reports
b. Kern Council of Government (Garcia)
No reports

- c. Wasco Task Force (Martinez & Reyna)

No reports

14) REPORTS FROM KC FIRE AND SHERIFF:

Sheriff Deputy Shinn reported on recent crime reports.

15) REPORTS FROM CITY MANAGER:

City Manager Hurlbert updated the City Council on the following:

- Report from Code Compliance; 79 code violations 270 active citizen requests. Aware of requests that have been sitting and trying to get them resolved. Two thousand eight hundred requests have been archived and deemed closed.
- The fire contract will be going over with the council at the meeting on September 21, 2021.

16) REPORTS FROM CITY COUNCIL:

Council Member Cortez:

- Thanked the Sheriff Senior Deputy Shinn for his report.

Council Member Garcia:

- He asked when the 16th Street Rehabilitation Project would be brought back to the council. City Manager Hurlbert responded; the next special meeting or on September 21, 2021. The project is still moving forward.
- Requested a timeline for the backlog of MyGov– answer City Manager Hurlbert responded that it will take weeks, prioritize needs to be addressed.

Council Member Martinez:

- Thanked City staff for a successful job fair that was held on August 26, 2021.
- Thanked Sheriff Deputy Sanchez with the Sheriff's Activity League.

Mayor Reyna:

- Thanked City Manager Hurlbert regarding the Code enforcement plan to approach and looks forward to the next meeting to bring what has been accomplished.
- Thanked staff for their effort in all reports and supporting documents.
- Thanked Sheriff Senior Deputy Shinn for his report.

Mayor Reyna adjourned into closed session at 7:26 PM.

Mayor Reyna adjourned out of closed session at 8:15 PM.

17) CLOSED SESSION:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8

Property: APN 490-020-04 and 487-010-11

Agency Negotiator: City Manager, City Attorney

Under Negotiation: Letter of Interest

Negotiating Parties: Broker: Henry Mendez

18) CLOSED SESSION ACTION:

City Attorney Bateman reported out:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8

Property: APN 490-020-04 and 487-010-11

Agency Negotiator: City Manager, City Attorney

Under Negotiation: Letter of Interest

Negotiating Parties: Broker: Henry Mendez

No reportable action.

19) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 8:16 PM.

Monica Flores, Deputy City Clerk

Gilberto Reyna, Mayor



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 7, 2021

SUBJECT: Approval of Travel and Training Expenses Exceeding \$500.00 for the Deputy City Clerk Flores to attend the Technical Training for Clerks (TTC) Series 200 on March 15 – 18, 2021, at the University of California Riverside Extension Center in Riverside, California.

Recommendation:

Staff recommends the City Council approve the travel expenses.

Discussion:

City Clerk Martinez is requesting approval for Deputy City Clerk Flores to attend the Technical Training for Clerks held on March 15-18, 2021, in Riverside, CA.

The City Clerks Association of California sponsors a Technical Training for Clerks (TTC) program regularly. The training consists of a 4-part series of four week-long sessions held at the University of California Riverside Extension Center. The program is designed to focus on technical skills to enhance professional interpersonal abilities. Each series has distinct course work and adheres to the International Institute of Municipal Clerks core curriculum, providing the required 120 hours (60 points) for CMC certification. The sessions are held in March, June, and September and can be taken in any order.

It is requested that Deputy City Clerk Monica Flores attend the City Clerks Association of California Technical Training for Clerks Series 200 on March 15-18, 2021, in Riverside, CA. as it is necessary for the Deputy City Clerk to be trained to assist in the event of the absence of the City Clerk.

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

As a result, the City Council will need to approve the travel requested by Deputy City Clerk Flores as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

The estimated cost of the Technical Training for Clerks will not exceed \$2,500.

Attachments:

1. Training Information

Technical Training for Clerks

California Institute

Due to California 2020/21 pandemic policies and travel restrictions, TTC cancelled all on-site classes and offered Series 100 and 400 via Zoom. TTC plans to resume in-person sessions with Series 200 held March 15-18 and Series 300 in September 2022. Series 100 and 400 will follow in 2023.

Sessions are conducted for a 4 day period at the University of California Riverside Extension. Registration for the upcoming session will open the first week of January on a first come basis and will close when class capacity is reached. Registration fees are \$1600 with a \$100 discount offered to CCAC members who complete registration and payment by February 1st. Fees include all supplies and most meals. Details will follow with registration information. Payment is via PayPal with a credit card. Hotel accommodations are not included. If TTC is unable to hold in-person sessions due to changes in policy, it will not return to Zoom classwork prior to March 2022.

TTC Institute curriculum consists of 4 “Series” of 30 hours each for a total 120 hours. Completion of all 4 series is approved by IIMC to satisfy the entire educational hour requirements for a Certified Municipal Clerk credential and the UCR Academic Senate units for an optional California Professional Municipal Clerk certificate offered by University of California Riverside Extension.

The TTC Series program series may be taken in any order. A series cannot be taken twice to receive credit. Attendance at all classes during each session is required. The program is designed to build on class discussion and topics in each session. These are not independent classes. This model differs from conference presentations and is in keeping with an academic curriculum.

Series 200 classes:

- Origins and Formation of Social and Political Systems
- Election Law and Procedure
- Local Government Finance
- Event Logistics, Protocol and Roles
- Technology in the Clerk’s Office
- Team/Group Decision Making
- Communication Skills
- Organizational Values and Ethics
- The Clerk as a Professional

For information or to arrange a phone appointment for additional details contact:

Maureen Kane, Institute Director

TTCwithKane@aol.com

(951) 789-8319

November/2021



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: December 7, 2021

SUBJECT: Adopt a Resolution Approving the City Annual Calendar dates for Regular Meetings of the City Council and Identify Observed Holidays, and the Fridays City Offices will be Closed and Regular Meetings of the Planning Commission for January through December 2022 for the 2022 Calendar Year.

Recommendation:

Staff recommends the City Council adopt a resolution approving the 2022 Calendar.

Discussion:

The City would like to set forth the 2022 calendar. As identified within the Municipal Code, the first and third Tuesday of each month is set for the regular City Council meetings. Planning Commission meetings are set for the second Monday of each month. The attached calendar also identifies the Fridays that city offices will be closed and the observed holidays.

Fiscal Impact:

None

Attachments:

1. Resolution
2. Exhibit A Calendar Year 2022

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CALENDAR DATES FOR REGULAR MEETINGS OF THE CITY COUNCIL AND IDENTIFY THE FRIDAYS CITY OFFICES WILL BE CLOSED AND REGULAR MEETING OF THE PLANNING COMMISSION FOR JANUARY THROUGH DECEMBER 2022.

WHEREAS, the City Council pursuant to Section 2.08.010 of the Municipal Code of the City of Wasco, the Council may, from time to time, by Resolution, change the meetings to be held during any specified period of time; and

WHEREAS, said Calendar outlines City Council meeting dates, Planning Commission meeting dates, scheduled Friday Off for staff members on a 9/80 schedule, and Observed Holidays; and

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

SECTION 1: The Regular City Council Meetings will be held on the first and third Tuesdays of the month.

SECTION 2: The Planning Commission meetings will be held on the second Monday.

SECTION 3: Identifies the Fridays that city offices will be closed and the observed holidays, as show in Exhibit "A".

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 7, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

EXHIBIT "A"



| | |
|--|----------------------|
| | HOLIDAY |
| | CITY COUNCIL MEETING |
| | CLOSED FRIDAYS |
| | PLANNING MEETING |

2022

January

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |

February

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |

March

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 27 | 28 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |

April

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

May

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |

June

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |

July

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |

August

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |

September

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |

October

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 25 | 26 | 27 | 28 | 29 | 30 | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |

November

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |

December

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney
Luis Villa, Public Works Director
Isarel Perez-Hernandez, Finance Director

DATE: December 7, 2021

SUBJECT: Adopt and Waive the Second Full Reading by title only of An Ordinance of The City of Wasco Adding Article XV (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of The Wasco Municipal Code and making a determination of Exemption Under CEQA.

RECOMMENDATION:

Staff recommends that the City Council adopt and Waive the second Full Reading by title only of An Ordinance of The City of Wasco Adding Article XV (Mandatory Organic Waste Disposal Reduction) To Chapter 8.12 (Solid Waste) of Title 8 (Health And Safety) of The Wasco Municipal Code And Making A Determination of Exemption Under CEQA.

BACKGROUND:

The proposed ordinance was introduced to City and Council on November 16, 2021.

Senate Bill 1383 (SB 1383) was signed into law in September 2016. Cal Recycle, the state department tasked with administering California's waste and recycling programs, adopted SB 1383 Regulations effective January 1, 2022.

Cal Recycle has determined that approximately 20% of the State's methane emissions come from landfills and that organics, such as food scraps, yard trimmings, paper, and cardboard, make up a significant portion of what is disposed of in landfills. In an effort to address climate change, and specifically short-lived climate pollutants, SB 1383 sets targets for reducing organic waste disposal in landfills and recovering edible food. SB 1383 establishes a statewide target to reduce organic waste disposal by 50% by 2020 and 75% by 2025 and a statewide target to redirect at least 20% of edible food currently disposed to people in need.

The SB 1383 Regulations require the City (and other local jurisdictions) to adopt a mandatory organic waste recycling ordinance by January 1, 2022, to mandate that organic waste generators and other entities subject to the City's authority, including

haulers, commercial edible food generators and food recovery organizations, comply with the SB 1383 Regulations. The City is required to provide all organic waste generators with organic waste collection services that meet certain requirements, including labeling and container/lid color requirements. Haulers are required to transport organic waste to facilities where it can be recovered rather than disposed. Generators are required to subscribe to and participate in the City's organic waste collection service. Commercial businesses have additional obligations, including supplying employees, contractors, tenants, and customers with organic waste collection services consistent with the City's collection program. Commercial edible food generators are required to arrange for the recovery of the maximum amount of edible food that would otherwise be disposed of in a landfill. The SB 1383 Regulations also impose enforcement, procurement, education, record keeping, and reporting requirements on the City and the obligation to meet annual targets for the procurement of recovered organic waste products.

The SB 1383 Regulations provide CalRecycle the authority to bring enforcement actions against jurisdictions that are not in compliance with the SB 1383 Regulations. SB 619 was recently passed in response to the difficulty many jurisdictions are facing meeting the deadlines for complying with the SB 1383 Regulations due to the COVID-19 pandemic. SB 619 does not automatically waive any SB 1383 deadlines or requirements, but it allows jurisdictions to submit to CalRecycle by March 1, 2022, a plan to remedy any SB 1383 violations in a timely manner and thereby avoid penalties.

DISCUSSION:

The proposed ordinance is a critical element of the City's efforts to comply with the SB 1383 Regulations. The proposed ordinance addresses key elements of SB 1383 compliance, including the following:

- Collection Services: All residents and commercial businesses, including multi-family residential dwellings, must subscribe to and participate in the City's three-container collection services for solid waste, recyclable materials, and green waste. A commercial business may apply for a de minimis waiver if the business generates below a certain amount of organic waste. A commercial business may also apply for a physical space waiver if the business does not have adequate space for all the collection containers.
- Commercial Edible Food Generators: These generators are required to arrange to recover the maximum amount of edible food that would otherwise be disposed of and maintain and provide records to the City regarding their edible food recovery efforts.
- Food Recovery Organizations: These entities are required to maintain certain records related to their food recovery efforts, report amounts of edible food recovered to the City, and provide information to City to support food recovery capacity planning.
- Haulers: Haulers are required to transport solid waste, including recyclable materials and green waste, to the appropriate facility that will accept and process such waste and keep records of what they haul, which the City may inspect.
- Procurement Requirements: Direct services providers to the City and vendors providing paper products and printing and writing papers to the City must comply

with the City's procurement policy or policies regarding organic waste product procurement. The City is required to procure recycled and recovered organic products in accordance with CalRecycle's procurement target for the City.

- Inspections and Investigations: The City or the City's designee is authorized to conduct investigations to confirm compliance with the ordinance. Regulated entities are required to provide access and cooperate with City staff or the City's designee during the process.
- Enforcement: Violation of provisions of the ordinance, other than container contamination, will constitute grounds for imposition of penalties by the City commencing January 1, 2024. Prior to January 1, 2024, the City will take an educational approach to enforcement. Container contamination will be addressed through a notification process and any contamination fees.
- Model Water Efficient Landscape Ordinance (MWELo) Compliance: Entities subject to MWELo are required under the ordinance to comply with certain provisions of MWELo, as in effect on September 15, 2015, including those related to compost and mulch.
- California Green Building Standards (CalGreen): Entities subject to CalGreen are required under the ordinance to comply with certain provisions of CalGreen, as in effect on January 1, 2020, related to accommodating collection containers and treatment of organics comingled with construction and demolition debris.

FISCAL IMPACT:

None at this time. Full implementation of the provisions of this ordinance will create significant impacts to the City's Sanitation Enterprise.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.2021- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO ADDING ARTICLE XV (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 8.12 (SOLID WASTE) OF TITLE 8 (HEALTH AND SAFETY) OF THE WASCO MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

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

WHEREAS, Assembly Bill (“AB”) 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, AB 341 of 2011 places requirements on businesses and multi-family property owners with five or more dwelling units that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program;

WHEREAS, AB 1826 of 2014 requires businesses and multi-family property owners with five or more dwelling units that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program;

WHEREAS, AB 827 of 2019, with respect to certain businesses that offer products for immediate consumption, imposes requirements for on-site recycling and organic waste containers, including that these containers be placed adjacent to trash containers, be visible, easily accessible, and clearly marked. AB 827 further provides that certain businesses that arrange for gardening or landscaping services shall require the contract or work agreement between the business and the gardening or landscaping service require that the organic waste generated by those services be managed in compliance with Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code;

WHEREAS, Senate Bill (“SB”) 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery to develop regulations to reduce organics in landfills as a source of methane. As adopted, these regulations (“SB 1383 Regulations”) place requirements on multiple entities including the City, single-family and multi-family residential premises, commercial businesses and business owners, commercial edible food generators, haulers, self-

haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets;

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, this Ordinance implements the requirements of the SB 1383 Regulations;

THE CITY COUNCIL OF THE CITY OF WASCO, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. Chapter 8.12 (Solid Waste) of Title 8 (Health and Safety) of the Wasco Municipal Code is hereby amended to add Article XV (Mandatory Organic Waste Disposal Reduction) to read as follows:

“Article XV - Mandatory Organic Waste Disposal Reduction

Sec. 8.12.1500 Definitions and SB 1383 Regulatory Requirements

(a) Definitions. For the purposes of this Article, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. In the event of a conflict between a definition in another part of the Code and a definition in this Article, the definition in this Article shall control for purposes of this Article. In the event of a conflict between a definition in the Code, including this Article, and a definition in 14 CCR Section 18982, the definitions in Section 18982 shall control for the purposes of this Article. Additionally, for the purposes of this Article, the definitions in 14 CCR Section 18982 shall control for terms used in this Article and not defined in this Code. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used only for the purpose of storage and collection of Source Separated Recyclable Materials.

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the City (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of the CCR).

“City Enforcement Official” means the Director of Public Works or the City’s authorized Designee(s) who is/are partially or wholly responsible for enforcing this Article.

“City Manager” means the City Manager of the City or his or her designee.

“Collection Service(s)” means the collection of Organic Waste and/or Source Separated Recyclable Materials by the City, a franchised hauler or franchised recycler, as applicable.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by the City to determine compliance with this Article.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

“Compostable Plastic(s)” means plastic materials that meet the ASTM D6400 standard for compostability; or, as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

“County” means the County of Kern.

“C&D” means construction and demolition debris.

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Article as authorized in 14 CCR Section 18981.2; or, as otherwise defined in 14 CCR Section 18982(a)(15). A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Direct Service Provider” means a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement, or as otherwise defined in 14 CCR Section 18982(a)(17).

“Director of Public Works” means the Director of Public Works of the City or his or her designee.

“Edible Food” means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Article or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Article or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this Article including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City Enforcement Official’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed; or, as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization,” unless otherwise defined in 14 CCR Section 18982(a)(25), means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public

for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the California Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the California Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the California Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, fats, grease, and eggshells. Food Scraps exclude cooking oils.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps and Food-Soiled Paper.

“Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used only for the purpose of storage and collection of Gray Container Waste. Pursuant to 14 CCR Section 18982, “Gray Container” includes a container where either (i) the lid of the container is gray or black in color, or (ii) the body of the container is gray or black and the lid is gray or black.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of the City’s three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b); or, as otherwise defined in 14 CCR Section 17402(a)(6.5). Notwithstanding the preceding sentence, Gray Container Waste includes carpets unless otherwise specified by the City.

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used only for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30). “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection Service area; or, as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or as otherwise defined in 14 CCR Section 18982(a)(38).

“Large Venue,” unless otherwise defined in 14 CCR Section 18982(a)(39), means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation

of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of the City’s regulations related to Solid Waste set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(40).

“Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Section 18984.1 to be taken to a High Diversion Organic Waste Processing Facility; or, as otherwise defined in 14 CCR Section 17402(a)(11.5).

“Multi-Family Residential Dwelling(s)” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities.

“MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority with respect to the City’s regulations related to Solid Waste set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(42):

- (1) Special district(s) located within the jurisdictional boundaries of the City;
- (2) Federal facilities, including military installations, located within the jurisdictional boundaries of the City;
- (3) Prison(s) located within the jurisdictional boundaries of the City;
- (4) Facilities operated by the State park system located within the jurisdictional boundaries of the City;
- (5) Public universities (including community colleges) located within the jurisdictional boundaries of the City;
- (6) County fairgrounds located within the jurisdictional boundaries of the City; and
- (7) State agencies located within the jurisdictional boundaries of the City.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes, including but not limited to, bottles, cans, metals, plastics and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or, as otherwise defined in 14 CCR Section 18982(a)(51). “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or, as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants,” unless otherwise defined in 14 CCR Section 18982(a)(55), means the following: (i) discarded materials placed in the Blue Container that are not identified by the City as acceptable Source Separated Recyclable Materials for the Blue Container; (ii) discarded materials placed in the Green Container that are not identified by the City as acceptable Source Separated Green Container Organic Waste for the Green Container, including carpet, hazardous wood waste and Non-Compostable Paper; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials to be placed in the Blue Container or Source Separated Green Container Organic Waste to be placed in Green Container; and, (iv) Excluded Waste placed in any container.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b); or, as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants.

“SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler,” unless otherwise defined in 14 CCR Section 18982(a)(66), means a person, who, in compliance with all applicable requirements of the Code, hauls Solid Waste, Organic Waste or recovered material he or she has generated to another person. and includes a person who back-hauls waste. Unless otherwise defined in 14 CCR Section 18982(a)(66), “Back-haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment.

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) dwelling units.

“Solid Waste,” unless otherwise defined in California Public Resources Code Section 40191, means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in California Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the California Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the California Health and Safety Code).
- (3) Medical waste regulated pursuant to the California Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the California Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in California Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the California Public Resources Code. “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or

processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace; or, as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Article, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the separate collection of that Organic Waste and Non-Organic Recyclables. Source Separated Blue Container Organic Waste excludes Source Separated Green Organic Waste, but includes Paper Products, Printing and Writing Paper, wood and dry lumber and textiles unless otherwise specified by the City.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste, including Food Waste, that can be placed in a Green Container that is limited to the separate collection of Organic Waste. Source Separated Green Container Organic Waste excludes Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles unless otherwise specified by the City.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry ; or, as otherwise defined in 14 CCR Section 18982(a)(73)grocery, canned goods, or nonfood items and some perishable items; or, as otherwise defined in 14 CCR Section 18982(a)(71).

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination; or, as otherwise defined in 14 CCR Section 18982(a)(76).

(b) SB 1383 Regulatory Requirements.

Organic Waste Generators, haulers and other entities subject to the requirements of SB 1383 and the SB 1383 Regulations that are subject to the City’ authority shall fully comply with the applicable requirements of SB 1383, the SB 1383 Regulations, this Article and the provisions of any collection agreement between the City and a sanctioned hauler in effect.

Sec. 8.12.1501 Requirements for Single-Family Generators

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, Single-Family Organic Waste Generators shall comply with the following requirements ~~except Single-Family Generators that meet the Self-Hauler requirements of this Code:~~

- (a) Except for Single Family Organic Waste Generators that meet the shared subscriber or Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Single Family Organic Waste Generators shall subscribe to the City’s three-container Organic Waste Collection Services for all Organic Waste generated as described below in paragraph (b). The City shall have the right to review the number and size of a Generator’s containers to evaluate adequacy of capacity provided for each type of Collection Service for proper

separation of materials and containment of materials; and Single-Family Generators shall adjust their service level for their Collection Services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (b) Except for Single Family Organic Waste Generators that meet the Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Single Family Organic Waste Generators shall participate in the City's Organic Waste Collection Services by placing designated materials in designated containers as described in this paragraph, and shall not place Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Green Container Organic Waste in the Green Container; Source Separated Recyclable Materials (which includes Source Separated Non-Organic Recyclables and Source Separated Blue Container Waste) in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Sec. 8.12.1502 Requirements for Commercial Organic Waste Generators and Commercial Businesses

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, Commercial Organic Waste Generators and Commercial Businesses shall comply with the following:

- (a) Except for Commercial Organic Waste Generators that meet the shared subscriber or Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall subscribe to the City's three-container Organic Waste Collection Services and comply with requirements of those services as described below in paragraph (b) of this section. The City shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their Collection Services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Except for Commercial Organic Waste Generators that meet the Self-Hauler requirements of this Code, including any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code,

Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall participate in the City's Organic Waste Collection Services by placing designated materials in designated containers as described in this paragraph, and shall not place Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Green Container Organic Waste in the Green Container; Source Separated Recyclable Materials (which includes Source Separated Non-Organic Recyclables and Source Separated Blue Container Waste) in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

- (c) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Commercial Business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the Organic Waste Collection Service provided by the City. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this paragraph or to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container; or, as otherwise provided in 14 CCR 18984.8.
- (d) Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, shall supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming to paragraphs (c)(1) and (c)(2) above) for employees, contractors, tenants, and customers, consistent with the City's Collection Service and Article 3 of Chapter 12 of Division 7 of Title 14 of the CCR.
- (e) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container Collection Service pursuant to 14 CCR Section 18984.1(a)(5).

- (f) Commercial Organic Waste Generators, except for Multi-Family Residential Dwellings, shall periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Commercial Businesses, including Multi-Family Residential Dwellings, shall annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (h) Commercial Businesses, including Multi-Family Residential Dwellings, shall provide information as described in paragraph (g), above, before or within fourteen (14) days of occupation of the premises to new tenants.
- (i) Commercial Businesses, including Multi-Family Residential Dwellings, shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 8.12.1511 to confirm compliance with the requirements of this section.
- (j) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements of this Code, including Section 8.12.1507.
- (k) Commercial Organic Waste Generators, including Multi-Family Residential Dwellings, if generating two (2) cubic yards or more of total Solid Waste per week (or other threshold defined by the State), shall require that any contract or work agreement between the owner, occupant, or operator of the Commercial Business and a gardening or landscaping service specify that the Organic Waste generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the California Public Resources Code.
- (l) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.12.1504.

Sec. 8.12.1503 Waivers for Generators

Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, the City, at its discretion and in accordance with 14 CCR Section 18984.11, or as otherwise authorized by CalRecycle, may grant one or more of the following types of waivers to a Generator of Organic Waste:

- (a) De Minimis Waivers: The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Article if the Commercial Business provides documentation, or the City has evidence demonstrating, that the business

generates below a certain amount of Organic Waste material as described in paragraph (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in paragraph (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste Collection Service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or
 - (B) The Commercial Business' total Solid Waste Collection Service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify the City if circumstances change such that the Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded. In addition, if the City obtains information at any time that a Commercial Business that has received a waiver is exceeding the Organic Waste thresholds set forth in paragraph (a)(2) above, the City shall rescind the waiver.
 - (4) Provide written verification of eligibility for a de minimis waiver every 5 years, if the City has approved a de minimis waiver.
- (b) Physical Space Waivers: The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste Collection Service requirements of this Article if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Article.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of Collection Services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for a Blue Container and/or Green Container including documentation from its hauler, licensed architect, or licensed engineer.

- (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.
- (c) The Director of Public Works will be responsible for review and approval of waivers.

Sec. 8.12.1504 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records kept pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than February 1 of each year (or such other date specified by the City), commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:
 - (A) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (B) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (C) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- (d) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State on September 25, 2017), which added Article 13 (commencing with Section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the California Education Code and amended Section 114079 of the California Health and Safety Code, relating to food safety.

Sec. 8.12.1505 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform Generators about California Food and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) No later than March 31st of each year (or such other date specified by the City), commencing March 31, 2023, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).
- (e) Food Recovery Capacity Planning --Food Recovery Services and Food Recovery Organizations.

In order to support the City's cooperation with the County in its conduct of Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or

proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

Sec. 8.12.1506 Requirements for Haulers and Facility Operators

- (a) Notwithstanding anything to the contrary in this Code, and in addition to any applicable requirements in this Code not inconsistent with the requirements of this Article, haulers providing residential, Commercial, or industrial Organic Waste Collection Services to Generators within the City's boundaries shall comply with the following requirements:
 - (1) Shall meet the requirements and standards of 14 CCR, Division 7, Chapter 12 as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste.
 - (2) Shall, through written notice to the City annually on or before March 15th, or such other date as specified by the City, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (3) Shall comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Article 3.
 - (4) Shall transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (5) Shall obtain applicable approval of the City pursuant to 14 CCR Section 18988.1 and keep a record of the documentation of its approval by the City.
- (b) Paragraph (a) of this section is not applicable to a hauler that consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the California Public Resources Code, is transporting Source Separated Organic Waste to a Community Composting site or to a hauler that is lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and applicable requirements of this Code.
- (c) In addition to any other requirements for facility operators and Community Composting operations contained in this Code, the following requirements shall apply to facility operators and Community Composting operations:

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days, unless a shorter timeframe is specified by the City.
- (2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days, unless a shorter timeframe is specified by the City.

Sec. 8.12.1507 Self-Hauler Requirements

Notwithstanding anything to the contrary in this Code, and in addition to any other requirements for Self-Haulers contained in this Code not inconsistent with the requirements of this Article, and any rules and regulations of the City which implement, interpret, administer and enforce Chapter 8.12 of Title 8 of this Code, the following requirements shall apply to Self-Haulers:

- (a) Self-Haulers of Organic Waste shall comply with the requirements in 14 CCR Section 18988.3.
- (b) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires Organic Waste Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (c) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.

- (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (e) A Single-Family Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in paragraph (d) of this section.
- (f) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings that are Self-Haulers) shall provide information collected pursuant to paragraph (d) of this section to City, if requested.

Sec. 8.12.1508 Procurement Requirements for Direct Service Providers and Vendors

Direct Service Providers and all vendors providing Paper Products and Printing and Writing Papers to the City shall comply with the City's policy or policies regarding recovered Organic Waste product procurement, including Recycled-Content Paper procurement.

Sec. 8.12.1509 Compliance with CALGreen Recycling Requirements

- (a) Notwithstanding anything to the contrary in this Code, and in addition to any other CALGreen recycling requirements contained in this Code not inconsistent with this Article, the following requirements shall apply:
 - (1) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the City's permit approval, comply with the following:
 - (A) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (B) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of Blue Container and

Green Container materials, consistent with the collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.

- (b) For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.

Sec. 8.12.1510 Model Water Efficient Landscaping Ordinance Requirements

Notwithstanding anything to the contrary in the Code, and in addition to any other MWELO requirements contained in this Code not inconsistent with the provisions of this Article, the following requirements shall apply:

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch, as amended September 15, 2015.

Sec. 8.12.1511 Inspections and Investigations by City

- (a) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Article by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This section does not allow City, its Designees or agents to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this Article, the City may conduct container Inspections for Prohibited Container Contaminants.
- (b) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, a regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City representative and/or its designated entity, including Designees, during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in

containers, Edible Food Recovery activities, records, or any other requirement of this Article described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Article and may result in penalties described in this Article.

- (c) Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in California Government Code Section 6250 et seq.
- (d) Subject to the requirements of any applicable franchise agreement with an exclusive franchise hauler, the City representative, its Designees and agents are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.
- (e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints in accordance with by 14 CCR Section 18995.3.

Sec. 8.12.1512 Enforcement

- (a) Violation of any provision of this Article that occurs on or after January 1, 2024, shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official in accordance with by 14 CCR Section 18995.4. Enforcement Actions under this Article are issuance of an administrative citation and assessment of a fine. The City's procedures for imposition of administrative fines set forth in Chapter 1.20 (Administrative Citations) of this Code are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Article and any rule or regulation adopted pursuant to this Article, except as otherwise indicated in this Article.
- (b) The provisions of paragraph (a) do not apply to violations related to a Generator placing Prohibited Container Contaminants in containers, which the City Enforcement Official and/or the City's Designee shall enforce through the notice provisions of 14 CCR Section 18984.5(b) and contamination processing fees, including pursuant to the provisions of the applicable collection agreement between the City and a franchised hauler.
- (c) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The City may pursue civil actions in the State courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (d) Process for Enforcement

(1) The City Enforcement Official and/or the City's Designee will monitor compliance with this Article randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.12.1511 establishes the City's right to conduct Inspections and investigations.

(2) The City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(e) Penalty Amounts for Types of Violations

For the purposes of this Article, the penalty levels for violations of the provisions of this Article are as follows:

(1) For a first violation, the amount of the base penalty shall be \$100 per violation.

(2) For a second violation, the amount of the base penalty shall be \$250 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies."

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 3. Severability. If any section, paragraph, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, paragraph, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, paragraphs, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 5 Publication. The City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

INTRODUCED at a Regular meeting of the City Council of the City of Wasco on the 16th day of November, 2021.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Wasco this ____ day of _____, 2021.

I HEREBY CERTIFY that the foregoing Ordinance No. 2021 - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on _____, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 7, 2021

SUBJECT: Accept all bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Cen-Cal Construction for the HSIP Cycle 9 Safety Improvements in the amount of \$49,200.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.

Recommendation:

Staff recommends the City Council to accept all bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Cen-Cal Construction for the HSIP Cycle 9 Safety Improvements in the amount of \$49,200.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.

Background:

Utilizing information from the 2017 City Of Wasco Roadway Safety Signs Audit, City Staff identified and had plans and specifications completed to improve various locations around the City in order to create safer vehicle and pedestrian access. This study identified unsafe parking, signage, and ADA access, which are being remedied by this project.

The Project utilizes striping, signage, and ADA ramp modifications to increase safety for vehicles and Pedestrians.

Discussion:

The Project HSIP Cycle 9 Safety Improvements was advertised on October 21, 2021. On November 10, 2021 the City of Wasco received two bids from the following Contractors:

| FIRM: | BID TOTAL: |
|----------------------|-------------------|
| Cen-Cal Construction | \$ 49,200.00 |
| Griffith Company | \$ 60,906.00 |

After reviewing both bid submittals, Staff has determined that Cen-Cal Construction is the lowest cost qualified bidder and as such Staff recommends awarding the Project to Cen-Cal Construction.

Fiscal Impact:

The City originally budgeted \$114,023.00 in the 2018 - 19 budget. The bid of \$49,200.00 falls within budget and allows room for unforeseen conditions during the project duration.

Attachments:

1. Bid Summary
2. Resolution
3. Agreement

**CITY OF WASCO
BID SUMMARY
HSIP Cycle 9 - Various Locations
Bids Opened 11/10/2021 @ 2:00 PM**

| ITEM NO. | ITEM CODE | UNIT OF MEASURE | ESTIMATED QUANTITY | Engineer's Estimate | | Cen-Cal Construction | | Griffith company | |
|----------|--------------------------------|-----------------|--------------------|---------------------|--------------|----------------------|--------------|------------------|--------------|
| | | | | PRICE PER UNIT | TOTAL PRICE | PRICE PER UNIT | TOTAL PRICE | PRICE PER UNIT | TOTAL PRICE |
| 1 | Mobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 16,606.00 | \$ 16,606.00 |
| 2 | Traffic Control | LS | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 2,000.00 | \$ 2,000.00 |
| 3 | Construct ADA Curb Rap, Case F | EA | 2 | \$ 3,500.00 | \$ 7,000.00 | \$ 4,550.00 | \$ 9,100.00 | \$ 10,500.00 | \$ 21,000.00 |
| 4 | Striping & Signage Removal | LS | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 1,050.00 | \$ 1,050.00 | \$ 1,550.00 | \$ 1,550.00 |
| 5 | New Striping | LS | 1 | \$ 15,500.00 | \$ 15,500.00 | \$ 2,300.00 | \$ 2,300.00 | \$ 2,300.00 | \$ 2,300.00 |
| 6 | No Parking Signs | EA | 23 | \$ 500.00 | \$ 11,500.00 | \$ 370.00 | \$ 8,510.00 | \$ 350.00 | \$ 8,050.00 |
| 7 | ADA Parking Signs | EA | 2 | \$ 750.00 | \$ 1,500.00 | \$ 370.00 | \$ 740.00 | \$ 350.00 | \$ 700.00 |
| 8 | Demolition | LS | 1 | \$ 16,569.55 | \$ 16,569.55 | \$ 12,500.00 | \$ 12,500.00 | \$ 8,700.00 | \$ 8,700.00 |

TOTAL BID AMOUNT: \$ 79,069.55 \$ 49,200.00 \$ 60,906.00

Contingency : \$ 10,000.00

Total: \$ 59,200.00

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENDORSE AND ENTER INTO AN AGREEMENT WITH CEN-CAL CONSTRUCTION FOR THE HSIP CYCLE 9 SAFETY IMPROVEMENTS IN THE AMOUNT OF \$49,200.00 AND ALLOWING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$10,000.

WHEREAS, the City wishes to contract with Cen-Cal Construction, Inc. to perform construction services for the HSIP Cycle 9 Safety Improvements ; and

WHEREAS, the services provided are described in the Agreement found in Exhibit "A" ; and

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

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

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

WHEREAS, Cen-Cal Construction, Inc. shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction; and

WHEREAS, Cen-Cal Construction, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of November 10, 2021.

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

SECTION 1: Approves the agreement with Cen-Cal Construction, Inc.

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

SECTION 3: Authorizes the City Manager to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$10,000.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 7, 2021, by the following vote:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Gilberto Reyna,
MAYOR of the City of Wasco

Attest: _____

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

CITY OF WASCO AGREEMENT No. 2021-_____

THIS Agreement, made and entered into this 7th day of December, 2021, by and between the CITY OF WASCO, hereinafter called "City", and Cen-Cal Construction, Inc. hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CITY OF WASCO, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the 2018 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2018 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The current edition of the California Manual On Uniform Traffic Control Devices (CA MUTCD), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are entitled:

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 9 HSIPL 5287 (057) VARIOUS LOCATIONS IN WASCO, CA

Contractor shall, in accordance with the SPECIFICATIONS and drawings therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

ARTICLE II. The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor's bid proposal (hereinafter "Proposal"), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

ARTICLE IV. Contractor acknowledges that FEDERAL funds are being utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions or covenants related to said federal funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement. Additionally, attached Form FHWA 1273, Title VI Assurances and The Cargo Preference Act (CPA) are made part of this Federal-aid construction contract.

ARTICLE V. Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

ARTICLE VI. Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

ARTICLE VII. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

ARTICLE VII. In addition to any other Indemnification requirements in the SPECIFICATIONS, the Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City.

ARTICLE IX. In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits [1, 1-A, 2, 3, 4, 6, 11].

ARTICLE X. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

ARTICLE XI. 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.

ARTICLE XII. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

ARTICLE XIII. Time is of the essence in this Agreement.

ARTICLE XIV. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE XV. The City, contractor, sub recipient 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.

ARTICLE XVI. By my signature hereunder, as Contractor, I certify that 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 Agreement.

ARTICLE XVII. The Contractor agrees to comply with the State and Federal prevailing wage determinations (whichever is the higher of the two) in effect ten days prior to the bid opening of November 10, 2021. These wage determinations and regulations are considered a part of this agreement.

ARTICLE XVIII. The Contractor 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; and (2) To furnish within 20 days following the date of loading for shipments originating with the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill-of-lading in English for each shipment of cargo described in this paragraph 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; and (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ARTICLE XIX. And the said Contractor agrees to receive and accept \$49,200.00 as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, 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 OF WASCO*, 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 Engineer under them, to wit:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF WASCO, CALIFORNIA

BY _____

Maria O. Martinez
City Clerk, City of Wasco

M. Scott Hurlbert, City Manager

“CONTRACTOR”

BY _____

(Title)

Attachments: FHWA-1273
The Cargo Preference Act (CPA)
Title VI Assurances
Appendix E of the Title VI Assurances
Federal Minimum Wage Rates

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. 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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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

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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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. 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.

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.

9. Disputes concerning labor standards. 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.

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

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.

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 of \$10 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.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or 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 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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.

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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "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

grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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 tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

Cargo Preference Act (CPA)

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.

Title VI Assurances

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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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 California Department of Transportation 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 California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) 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 California Department of Transportation 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 California Department of Transportation 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.

Maintain records and submit reports documenting your performance under this section.

Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients 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 on 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 at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination 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).

"General Decision Number: CA20210020 10/29/2021

Superseded General Decision Number: CA20200020

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
|---------------------|------------------|

| | |
|---|------------|
| 0 | 01/01/2021 |
| 1 | 01/08/2021 |
| 2 | 02/12/2021 |
| 3 | 02/26/2021 |
| 4 | 03/05/2021 |
| 5 | 03/19/2021 |
| 6 | 04/30/2021 |
| 7 | 06/04/2021 |
| 8 | 06/25/2021 |
| 9 | 07/23/2021 |

| | |
|----|------------|
| 10 | 07/30/2021 |
| 11 | 08/06/2021 |
| 12 | 09/17/2021 |
| 13 | 09/24/2021 |
| 14 | 10/01/2021 |
| 15 | 10/08/2021 |
| 16 | 10/15/2021 |
| 17 | 10/22/2021 |
| 18 | 10/29/2021 |

* ASBE0005-001 09/01/2021

INYO AND KERN

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|-------|
| Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)..... | \$ 32.09 | 19.66 |
| Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)..... | \$ 47.25 | 24.45 |

* ASBE0005-005 07/05/2021

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).... | \$ 22.40 | 13.07 |
|--|----------|-------|

ASBE0016-003 01/01/2021

MONO

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|--|--|
| Asbestos Workers/Insulator (Includes the application of | | |
|--|--|--|

all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 46.81 33.50

BOIL0092-005 01/01/2021

INYO AND KERN

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 46.03 | 38.81 |

BOIL0549-003 01/01/2021

MONO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 45.60 | 38.99 |

* BRCA0004-005 05/01/2020

| | Rates | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.52 | 18.47 |

*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

BRCA0018-010 09/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 33.66 | 14.20 |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73 |

BRCA0018-011 06/01/2019

| | Rates | Fringes |
|-----------------|----------|---------|
| TILE LAYER..... | \$ 40.07 | 18.36 |

BRCA0018-012 06/01/2019

KERN

| | Rates | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 33.43 | 14.11 |

TILE FINISHER.....\$ 28.23 12.65

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 12/01/2020

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CABLE SPLICER

China Lake Naval Weaons

| | | |
|--------------------------|----------|----------|
| Center, Edwards AFB..... | \$ 56.82 | 3%+19.89 |
|--------------------------|----------|----------|

| | | |
|------------------------------|----------|----------|
| Remainder of Kern County.... | \$ 49.94 | 3%+19.89 |
|------------------------------|----------|----------|

ELECTRICIAN

China Lake Naval Weapons

| | | |
|--------------------------|----------|----------|
| Center, Edwards AFB..... | \$ 52.28 | 3%+19.89 |
|--------------------------|----------|----------|

| | | |
|------------------------------|----------|----------|
| Remainder of Kern County.... | \$ 45.40 | 3%+19.89 |
|------------------------------|----------|----------|

ELEC0428-003 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Communications System

Installer

China Lake Naval Weapons

| | | |
|-------------|----------|----------|
| Center..... | \$ 43.90 | 3%+19.34 |
|-------------|----------|----------|

| | | |
|------------------|----------|----------|
| Edwards AFB..... | \$ 40.39 | 3%+19.34 |
|------------------|----------|----------|

| | | |
|------------------|----------|----------|
| KERN COUNTY..... | \$ 34.26 | 3%+19.34 |
|------------------|----------|----------|

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.

ELEC0477-001 06/01/2021

INYO AND MONO

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 45.75 | 3%+25.33 |

CABLE SPLICER: \$1.50 above Electrician.
TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2021

| | Rates | Fringes |
|--|----------|---------|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer.. | \$ 60.19 | 21.94 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)..... | \$ 48.08 | 20.73 |
| (3) Groundman..... | \$ 36.76 | 20.33 |
| (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

ELEV0018-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 59.32 | 35.825+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.

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

OPERATOR: Power Equipment
(All Other Work)

| | | |
|---------------|----------|-------|
| GROUP 1..... | \$ 48.25 | 27.20 |
| GROUP 2..... | \$ 49.03 | 27.20 |
| GROUP 3..... | \$ 49.32 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 48.96 | 25.25 |
| GROUP 6..... | \$ 51.03 | 27.20 |
| GROUP 8..... | \$ 51.14 | 27.20 |
| GROUP 9..... | \$ 49.29 | 25.25 |
| GROUP 10..... | \$ 51.26 | 27.20 |
| GROUP 11..... | \$ 49.41 | 25.25 |
| GROUP 12..... | \$ 51.43 | 27.20 |
| GROUP 13..... | \$ 51.53 | 27.20 |
| GROUP 14..... | \$ 51.56 | 27.20 |
| GROUP 15..... | \$ 51.64 | 27.20 |
| GROUP 16..... | \$ 51.76 | 27.20 |
| GROUP 17..... | \$ 51.93 | 27.20 |
| GROUP 18..... | \$ 52.03 | 27.20 |
| GROUP 19..... | \$ 52.14 | 27.20 |
| GROUP 20..... | \$ 52.26 | 27.20 |
| GROUP 21..... | \$ 52.43 | 27.20 |
| GROUP 22..... | \$ 52.53 | 27.20 |
| GROUP 23..... | \$ 52.64 | 27.20 |
| GROUP 24..... | \$ 52.76 | 27.20 |
| GROUP 25..... | \$ 52.93 | 27.20 |

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

| | | |
|---------------|----------|-------|
| GROUP 1..... | \$ 49.60 | 27.20 |
| GROUP 2..... | \$ 50.38 | 27.20 |
| GROUP 3..... | \$ 50.67 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 51.03 | 27.20 |
| GROUP 6..... | \$ 51.14 | 27.20 |
| GROUP 7..... | \$ 51.26 | 27.20 |
| GROUP 8..... | \$ 51.43 | 27.20 |
| GROUP 9..... | \$ 51.60 | 27.20 |
| GROUP 10..... | \$ 52.60 | 27.20 |
| GROUP 11..... | \$ 53.60 | 27.20 |
| GROUP 12..... | \$ 54.60 | 27.20 |
| GROUP 13..... | \$ 55.60 | 27.20 |

OPERATOR: Power Equipment
(Tunnel Work)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 50.10 | 27.20 |
| GROUP 2..... | \$ 50.88 | 27.20 |
| GROUP 3..... | \$ 51.17 | 27.20 |
| GROUP 4..... | \$ 51.31 | 27.20 |
| GROUP 5..... | \$ 51.53 | 27.20 |
| GROUP 6..... | \$ 51.64 | 27.20 |

GROUP 7.....\$ 51.76 27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following 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); 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); 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 5: Equipment Greaser (Grease Truck/Multi Shift).

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; 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; 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 bending 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 9: Heavy Duty Repairman

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 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

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 than 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)

CRANES, PILEDIVING 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.); Tower crane operator and tower gantry

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)

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

ENGI0012-004 08/01/2020

| Rates | Fringes |
|---|---------|
| OPERATOR: Power Equipment (DREDGING) | |
| (1) Leverman.....\$ 56.40 | 30.00 |
| (2) Dredge dozer.....\$ 50.43 | 30.00 |
| (3) Deckmate.....\$ 50.32 | 30.00 |
| (4) Winch operator (stern winch on dredge).....\$ 49.77 | 30.00 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....\$ 49.23 | 30.00 |

(6) Barge Mate.....\$ 49.84 30.00

IRON0433-006 07/01/2020

Rates Fringes

IRONWORKER

Fence Erector.....\$ 34.58 24.81
Ornamental, Reinforcing
and Structural.....\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-002 07/01/2020

KERN COUNTY

Rates Fringes

LABORER (TUNNEL)

GROUP 1.....\$ 42.54 21.04
GROUP 2.....\$ 42.86 21.04
GROUP 3.....\$ 43.32 21.04
GROUP 4.....\$ 44.01 21.04

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 07/01/2021

KERN COUNTY

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 35.82 | 20.45 |

LABO0300-005 03/01/2021

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88 |

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 07/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) | | |
| GROUP 1..... | \$ 46.50 | 20.42 |
| GROUP 2..... | \$ 45.55 | 20.42 |
| GROUP 3..... | \$ 42.01 | 20.42 |

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 07/01/2020

INYO AND MONO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| 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 07/01/2021

INYO AND MONO COUNTIES

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 35.82 | 20.45 |

LABO1184-001 07/01/2021

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |
| (1) Drilling Crew Laborer... | \$ 38.89 | 17.10 |
| (2) Vehicle Operator/Hauler. | \$ 39.06 | 17.10 |
| (3) Horizontal Directional Drill Operator..... | \$ 40.91 | 17.10 |
| (4) Electronic Tracking Locator..... | \$ 42.91 | 17.10 |
| Laborers: (STRIPING/SLURRY SEAL) | | |

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 40.10 | 20.12 |
| GROUP 2..... | \$ 41.40 | 20.12 |
| GROUP 3..... | \$ 43.41 | 20.12 |
| GROUP 4..... | \$ 45.15 | 20.12 |

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

PAIN0036-009 10/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | | |
|-----------------------------|----------|-------|
| DRYWALL FINISHER/TAPER..... | \$ 39.50 | 22.92 |
|-----------------------------|----------|-------|

PAIN0036-021 07/01/2020

INYO AND MONO COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

Painters: (Including Lead
Abatement)

| | | |
|-----------------------------|----------|-------|
| (1) Journeyman Painter..... | \$ 28.68 | 17.10 |
| (2) Repaint..... | \$ 26.40 | 17.02 |
| (4) All other work..... | \$ 28.68 | 17.10 |
| (5) Industrial..... | \$ 35.52 | 17.64 |

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

PAIN0169-002 06/01/2020

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 40.00 | 26.76 |

PAIN1247-001 01/01/2021

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03 |

PLAS0200-007 08/04/2021

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.77 | 18.39 |

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additinal per hour.

PLAS0500-002 07/01/2020

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91 |

PLUM0345-001 09/01/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLUMBER

| | |
|--------------------------------------|-------|
| Landscape/Irrigation Fitter.\$ 36.85 | 24.75 |
| Sewer & Storm Drain Work....\$ 40.94 | 22.13 |

PLUM0460-002 09/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | |
|---|-------|
| PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....\$ 53.70 | 25.36 |
|---|-------|

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 09/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | |
|---------------------|-------|
| ROOFER.....\$ 37.01 | 14.61 |
|---------------------|-------|

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 04/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | |
|-------------------------------|-------|
| SPRINKLER FITTER.....\$ 41.27 | 26.23 |
|-------------------------------|-------|

SHEE0105-003 07/01/2021

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.....\$ 50.23 | 29.60 |
|---|-------|

(2) Industrial work
including air pollution
control systems, noise
abatement, hand rails,
guard rails, excluding
aritechtrual sheet metal

work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 48.28 29.46

SHEE0105-004 07/01/2021

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..... | \$ 39.08 | 28.84 |

TEAM0011-002 07/01/2020

| | Rates | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.59 | 30.59 |
| GROUP 2..... | \$ 32.74 | 30.59 |
| GROUP 3..... | \$ 32.87 | 30.59 |
| GROUP 4..... | \$ 33.06 | 30.59 |
| GROUP 5..... | \$ 33.09 | 30.59 |
| GROUP 6..... | \$ 33.12 | 30.59 |
| GROUP 7..... | \$ 33.37 | 30.59 |
| GROUP 8..... | \$ 33.62 | 30.59 |
| GROUP 9..... | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |
| GROUP 12..... | \$ 35.05 | 30.59 |

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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"



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Tom Schroeter, City Attorney
Isarel Perez-Hernandez, Finance Director
Luis Villa, Public Works Director

DATE: December 7, 2021

SUBJECT: Adopt an ordinance of the City of Wasco Amending Title 13 of the Wasco Municipal Code, Amending Chapter 13.14.01.0, Sewer Service Charges.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance of the City of Wasco Amending Title 13 of the Wasco Municipal Code, Amending Chapter 13.14.01.0, Sewer Service Charges.

BACKGROUND:

The last Sewer rate study for Sewer Services occurred in 2007, which required an update to the Municipal Code, Ordinance 2007-533.

The proposed ordinance was introduced on November 16, 2021.

DISCUSSION:

The City provides water, sewer, and sanitation utility services to the residents and businesses located in the City of Wasco. The City contracted an independent consultant to perform a Water rate study in 2015, and a Sanitation rate study was done in 2011. During those two studies, staff updated the Municipal Code to reflect the new rates and included verbiage stating that water and sanitation rates may be modified by the Council by resolution. Without this provision, the only way to modify the rates is by ordinance, which requires two readings at two separate city council meetings and a delay of 30 days thereafter before the ordinance is effective.

Unfortunately, the current Municipal code does not allow for modification of sewer rates by resolution. The attached ordinance will allow for modification of sewer rates by resolution.

The update in the ordinance is simply to provide uniformity with our other two utility billing service rates. Uniformity will provide clarity across the board for City Staff and consultants when reviewing enterprise rates in the future. Furthermore, the ordinance update will eliminate any possible misinterpretation when crafting timelines for rate modification.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 2021-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING
CHANGES IN SEWER SERVICE CHARGES BY RESOLUTION**

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

SECTION 1. AMENDMENT.

Section 13.14.010 of the Wasco Municipal Code and that portion of Ordinance Nos. 567 and 399 are hereby amended by adding to the end of Section 13.14.010 the following: "All sewer service charges described in this Chapter 13.14 may be revised, modified, or adopted by resolution of the City Council."

SECTION 2. SEVERABILITY.

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

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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

SECTION 4. EFFECTIVE DATE.

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

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 16th day of November, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the _____ day of _____, 2021, by the following votes:

I HEREBY CERTIFY that the foregoing Ordinance No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on _____, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: December 7, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager the Use of Coronavirus State and Local Fiscal Recovery Funds Under The American Rescue Plan Act of 2021 (ARPA) for Water and Sewer Infrastructure and One-Time Essential Premium Pay.

RECOMMENDATION:

Staff recommends that the City Council authorizes the City Manager the use Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan and of 2021 for Water and Sewer Infrastructure, and one-time essential premium pay.

DISCUSSION:

The American Rescue Plan Act of 2021 (ARPA) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government). Award amounts are based on each entity's share of the population within each group. The California Department of Finance received notification of the funds available and the list of non-entitlement units of local government and their respective populations via Treasury guidance issued on May 24, 2021. Based on this guidance, the state is required to allocate \$1,218,261,277 to 291 small cities and towns in California, with Wasco to receive \$6,868,042 total over two equal payments in July 2021 and July 2022. The first payment of \$3,434,021 has been received, and the second payment will be made 12 months later.

City staff have used the last several months to comb through available information and regulations, confer with surrounding agencies, and review current budget priorities and needs to develop a proposed plan for just over half of Wasco's allocation. These funds can be put to work in a relatively short amount of time for uses that dovetail with existing policy priorities of improving the City water system, including addressing deferred water system maintenance, investment in small downtown businesses, and retention of qualified and committed City staff who have diligently served the community from the COVID-19 pandemic.

The planning and administration time required to put these funds to work is significant; therefore, the remaining unallocated portion of the Fiscal Recovery Funds - approximately

\$2.7 million, is still under consideration by City staff, and ideas for its careful use will be further developed over the coming months.

ARPA Fiscal Recovery Funds

From a policy perspective, the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

From an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure.

The Coronavirus State and Local Fiscal Recovery Funds provide flexibility for each government to meet local needs-including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer, and broadband infrastructure.

The U.S. Department of the Treasury has published an Interim Final Rule (IFR) that implements the provisions of this program. The staff has reviewed the document, conferred with staff in surrounding cities, and reviewed existing budget/project priorities to develop a proposed plan for just over half of Wasco's Local Fiscal Recovery Funds, detailed below.

ARPA funds are requested to be allocated for several critical projects related to the City's municipal water system infrastructure. On October 6, 2020, the Council approved submitting a loan application of \$25.8 million to the SWRCB to construct the following projects:

| | |
|---|---------------------|
| Construction: SWRCB Loan | |
| Replacement of four wells (\$4,172,300 per well) | 16,689,200 |
| 1,2,3 TCP treatment at Well 12 | 2,229,700 |
| Storage tank and booster pump station | 3,750,000 |
| Advanced metering infrastructure (AMI): remote metering | 3,200,000 |
| Total | 25,868,900 |
| Pay-As-You-Go | |
| Engineering | 1,360,000 |
| Land acquisition | 1,500,000 |
| Total | 2,860,000 |
| TOTAL | \$28,728,900 |

As reflected above, \$2.8 million of the related costs for engineering and land acquisition for these projects will be funded by ARPA.

Well #15, 16, 17, 18 Environmental, Water Quality, and Land Purchase

In order to comply with the State Water Board's new Maximum Contaminant Levels (MCL) for 1,2,3 Trichloropropane (123TCP). Well, 8 currently does not meet the compliance standards and is approaching the end of its useful life; therefore, a new replacement well will be drilled in efforts to avoid 123TCP to ensure compliance with the State Water Board.

Cyber Security (SCADA) WTR/WW

The PLC automated system directs the treatment plant functions for the processing of wastewater at the facility. The automated controls are critical to the treatment process operations on a 24-7 year-round schedule. The current system was installed during the 1998 treatment plant expansion and had been experiencing increased maintenance issues with regards to incorrect diagnosis by the system due to increases in population and development. Upgrading the 20 plus year-old PLC will increase operational efficiency, minimize staff overtime costs, update modern cyber-security standards, and ensure compliance with operational requirements. The headworks level controls regulate the Variable Frequency Drive (VFD) for the wet well water levels. The VFD controls the pump output according to the water level in the wet well, which is important in order to ensure a steady flow into the plant operations for effluent treatment purposes. The current system does not function properly, and either pumps too much or too little water into the treatment process based on incorrect high and low control level readings, which could result in operating permit violations leading to fines. A new centrifuge was recently installed to dewater sludge. The centrifuge taken out of service can be rehabilitated to allow for an additional centrifuge to be utilized in dewatering sludge operations, especially during peak discharge times by industrial users. The SCADA system is used to remotely monitor equipment and processes at the treatment plant. The sewer lift stations are currently not connected to the SCADA system and have to be manually regulated. Adding the lift stations to the SCADA system will allow monitoring of those sites on a 24-7 year-round schedule to ensure they are working properly in conjunction with the treatment plant operations.

Storage Tank

The City of Wasco relies solely on groundwater sources to meet the water demands of the Wasco residents. The City currently has no water storage facilities. In the event of a prolonged power outage or severe emergency, the City has no alternate water source. The installation of storage tanks would provide an alternative source of water for residents. A 2007 Water Feasibility study recommended that the City install water storage tank capacity to maintain adequate pressure throughout the distribution system.

Centrifuge Sludge Pump

The two new sludge pumps will enable staff to maintain one set of operational pumps while the second set is on standby or undergoing maintenance to increase performance, efficiencies, and redundancy

Essential Workers Premium Pay

Staff recommends using ARPA Fiscal Recovery Funds to cover the cost of the previously approved one-time non-pensionable payment, extended to both represented and non-represented eligible City employees.

During the height of the pandemic, substantially all City services remained in full operation, with public facilities and staff offices reopened seven months after the pandemic was declared with appropriate safety and mitigation measures in place. Management and non-management employees worked through a highly uncertain time, showing an organization-wide commitment, sacrifice, and universal risk of exposure.

The U.S. Department of Treasury Final Interim Final Rule, 31 CFR Part 3, states, "Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others." And "During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face." And "The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency."

Timeline & Reporting for the use of Fiscal Recovery Funds

The current regulations from the U.S. Treasury permit the funds to be used to cover costs incurred beginning on March 3, 2021. All funds must be obligated to their specific use by December 31, 2024, and fully expended by December 31, 2026.

FISCAL IMPACT:

The appropriation of ARPA Fiscal Recovery Funds will not adversely impact existing City funds, operations, or budgeted programs and projects. Fiscal Recovery Funds will have a significant positive effect of furthering existing policy priorities of improving the City's water system, including addressing deferred water system maintenance and retention of committed and qualified City staff who have diligently served the community of Wasco through the COVID-19 pandemic.

From a cash flow standpoint, although the ARPA Fiscal Recovery funds received to date (50%), the timeline of most of the proposed projects will stretch into the next calendar year, so it is unlikely that the fund established for ARPA funds will ever go into a negative status.

ATTACHMENTS:

1. Resolution
2. NEU Allocation Amount – Wasco
3. SLFRF Compliance and Reporting Guidance

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER THE USE OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FOR WATER AND SEWER INFRASTRUCTURE AND ONE-TIME ESSENTIAL PREMIUM PAY.

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government); and

WHEREAS, the City of Wasco shall receive \$6,868,042 total over two equal payments in July 2021 and July 2022; and

WHEREAS, the U.S. Department of Treasury Final Interim Final Rule, 31 CFR Part 3 states, "Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others." And "During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face." And "The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency."; and

WHEREAS, from a policy perspective, the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

WHEREAS, from an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Local Fiscal Recovery Funds may be used, subject to certain restrictions, to provide premium pay to eligible workers that have, and continue to, perform essential work serving the City of Wasco during the COVID-19 public health emergency.

WHEREAS, The City Manager determined that, in the interest of ensuring continuity of City operations, that vital facilities providing essential public services, including, but not limited to, City Hall, Corporation Yard, Wastewater Treatment Plant, and all City staff offices were to remain fully open to the public, and that management and non-management staff were to physically report to work, with limited exceptions for telework; and

WHEREAS, in recognition of the organization-wide commitment, sacrifice, and universal risk of exposure that management, non-management employees worked through in a highly uncertain time, the City Council wishes to utilize a portion of Local Fiscal Recovery Funds to provide a one-time premium payment to all eligible City employees set forth in this resolution.

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

SECTION 1: the City Council of the City of Wasco authorizes the City Manger the use ARPA Local Fiscal Recovery Funds to make necessary investments in water, sewer, or broadband infrastructure.

SECTION 2: the City Council of the City of Wasco authorizes the City Manager the use ARPA Local Fiscal Recovery Funds to make a one-time non-pensionable payment, as defined by this resolution, to eligible City employees who have been and continue to be relied upon to maintain continuity of City operations.

SECTION 3: the City Council of the City of Wasco authorizes the City Manger the use ARPA Local Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

SECTION 4: the City Council of the City of Wasco authorizes the City Manger the use ARPA Local Fiscal Recovery Funds to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 07, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

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