

## **AGENDA**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Tuesday, September 2, 2014 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

Participation in the invocation is strictly voluntary. Each City Councilmember, city employee, and each person in attendance may participate or not participate as he or she chooses.

### **PLEDGE TO FLAG**

### **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT**

All items listed with an asterisk (\*) are considered to be routine and non-controversial by city staff. Consent items will be considered first and may be approved by one motion if no member of the council or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in listed sequence with an opportunity for any member of the public to address the city council concerning the item before action is taken. Staff recommendations are shown in caps. Please turn all cellular phones off during the meeting.

### **AUDIENCE ORAL AND WRITTEN COMMUNICATIONS**

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons represented, if any. To ensure accuracy in the minutes, please fill out a speaker's card at the podium. Comments directed to an item on the agenda should be made at the time the item is called for discussion by the Mayor. Questions on non-agenda items directed to the Council or staff should be first submitted to the City Clerk in written form no later than 12:00 p.m. on the Wednesday preceding the Council meeting; otherwise response to the question may be carried over to the next City Council meeting. No action can be taken by the Council on matters not listed on the agenda except in certain specified circumstances. The Council reserves the right to limit the speaking time of individual speakers and the time allotted for public presentations.

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
TUESDAY, SEPTEMBER 2, 2014, 2014 - 6:00 P.M. - PG. 2**

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1. General public comments regarding matters not listed as an agenda item.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 61-14  
Tehachapi City Council Unassigned Ord. No. 14-03-716  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-14  
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 18, 2014 – **APPROVE AND FILE**
- \*4. Tehachapi High School Homecoming Parade Special Event Application – **APPROVE THE SPECIAL EVENT APPLICATION FOR THE TEHACHAPI HIGH SCHOOL HOMECOMING PARADE AND ASSOCIATED STREET CLOSURES**

**FINANCE DIRECTOR REPORTS**

- \*5. Disbursements, bills, and claims for August 14, 2014 through August 27, 2014 – **AUTHORIZE PAYMENTS**

**AIRPORT MANAGER REPORTS**

- \*6. Non-commercial Hangar Ground Lease for Hangar 12E – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 12E BETWEEN THE CITY OF TEHACHAPI AND GERALD AND CAROL JENKINSON AND AUTHORIZE THE MAYOR TO SIGN**

**PUBLIC WORKS DIRECTOR REPORTS**

7. Low Flow Toilet Direct Install Program – **PRESENTATION BY LIZ BLOCK, WATER CONSERVATION COORDINATOR, TEHACHAPI CUMMINGS COUNTY WATER DISTRICT**

**POLICE CHIEF REPORTS**

8. Police Department fee schedule for various services – **ADOPT A RESOLUTION ESTABLISHING A PROCESSING FEE FOR VARIOUS POLICE SERVICES**

**CITY ENGINEER REPORTS**

9. Amendment to the Antelope Run bike path easements transfer agreement – **ACCEPT THE PROPOSED BIKE PATH EASEMENT AND APPROVE THE MAYOR TO SIGN THE TRANSFER AGREEMENT AMENDMENT**
- \*10. Snyder Well Intertie Project Labor Compliance Program – **ADOPT A RESOLUTION APPROVING THE LABOR COMPLIANCE PROGRAM PURSUANT TO CALIFORNIA LABOR CODE SECTION 1771.5**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TUESDAY, SEPTEMBER 2, 2014, 2014 - 6:00 P.M. - PG. 3**

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11. Program Supplement Agreement for improvements/beautification of the south side of Tehachapi Boulevard between Snyder Ave. and Dennison Road – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 020-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. RPSTPLE-5184(022)**
  
12. Notice of Acceptance for Irrevocable Offer of Dedication for ingress, egress, and road purposes from parcel 2 of lot line adjustment 2002-06 – **ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A NOTICE OF ACCEPTANCE AND REQUEST STAFF TO RECORD SAME**

**ASSISTANT CITY MANAGER REPORTS**

- \*13. Building Inspector Job Description – **APPROVE THE UPDATED BUILDING INSPECTOR JOB DESCRIPTION AND ASSOCIATED PAY SCALE**

**CITY MANAGER REPORTS**

- \*14. Salary plan amendments to reflect minimum wage and other various classifications – **ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR CERTAIN POSITION CLASSIFICATIONS IN CITY SERVICE AND AMENDING RESOLUTION NO. 42-14**
  
15. California Career Pathway Trust Grant – **VERBAL REPORT**
  
16. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

17. Kids Fit Task Force – **VERBAL REPORT BY MAYOR PRO-TEM SUSAN WIGGINS**

On their own initiative, a Councilmember may ask a question for clarification, make a brief announcement, provide a reference to staff or other resources for factual information, take action to have staff place a matter of business on a future agenda, request staff to report back at a subsequent meeting concerning any matter, or make a brief report on his or her own activities. (Per Gov't. Code §54954.2(a))

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, August 18, 2014 – 6:00 P.M.**

**NOTE:** Sm, Gr, Wi, Ni and Co are abbreviations for Council Members Smith, Grimes, Wiggins, Nixon and Corpus-Zamudio, respectively. For example, Gr/Sm denotes Council Member Grimes made the motion and Council Member Smith seconded it. The abbreviation Ab means absent, Abd abstained, Ns noes, and NAT no action taken.

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Augusto Ramos from the Church of the Nazarene.</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Grimes.</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. David Butler, city resident, commented on Mountain Festival.</li> <li>b. Debbie Szydowski, city business owner, thanked City and TVRPD for improvements to Dye Natatorium and would like to see it stay open longer.</li> <li>c. Richard Felter, city resident, asked about a program to get high school students involved in City government.</li> <li>d. Maryann Hester, city resident, thanked TVRPD for their extra events.</li> </ol> </li> </ol>	<p style="text-align: center; margin-top: 200px;">Approved Consent Agenda Ni/Co Ayes All</p>
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**ACTION TAKEN**

**CITY CLERK REPORTS**

\*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

All Ord. Read By Title Only  
 Ni/Co Ayes All

\*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 4, 2014 - **APPROVED AND FILED.**

Approved & Filed  
 Ni/Co Ayes All

**FINANCE DIRECTOR REPORTS**

\*4. Disbursements, bills and claims for July 31, 2014 through August 13, 2014 – **AUTHORIZED PAYMENTS**

Authorized Payments  
 Ni/Co Ayes All

\*5. City of Tehachapi Treasurer’s Report through July 2014 – **RECEIVED REPORT**

Received Report  
 Ni/Co Ayes All

**AIRPORT MANAGER REPORTS**

6. City of Tehachapi’s Tehachapi Warbird Fly-in Special Event Application – **AIRPORT MANAGER TOM GLASGOW GAVE REPORT; DAVID BUTLER ASKED WHAT KIND OF AIRCRAFT WILL BE THERE; APPROVED THE TEHACHAPI WARBIRD FLY-IN SPECIAL EVENT APPLICATION**

Approved The Tehachapi Warbird Fly-In Special Event Application  
 Gr/Co Ayes All

**COMMUNITY OUTREACH COORDINATOR REPORTS**

7. City of Tehachapi’s GranFondo Special Event Application – **COMMUNITY OUTREACH COORDINATOR MICHELLE VANCE GAVE REPORT; ALL COUNCILMEMBERS SPOKE IN FAVOR OF THIS EVENT; CITY MANAGER GREG GARRETT THANK MICHELLE VANCE FOR ALL OF HER WORK ON THIS EVENT; APPROVED THE TEHACHAPI GRANFONDO SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

Approved The Tehachapi GranFondo Special Event Application & Associated Street Closures  
 Ni/Wi Ayes All

8. Tehachapi GranFondo festival entertainment – **COMMUNITY OUTREACH COORDINATOR MICHELLE VANCE GAVE REPORT; DAVID BUTLER, CITY RESIDENT, ASKED ABOUT USING CITY-WIDE SOUND SYSTEM AT THE EVENT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND NOTORIOUS ENTERTAINMENT FOR ENTERTAINMENT AT THE TEHACHAPI GRANFONDO**

Approved The Agreement Between C.O.T. & Notorious Entertainment For Entertainment At The Tehachapi GranFondo  
 Wi/Gr Ayes All

**CITY ENGINEER REPORTS**

9. Authorization to bid the Bicycle Master Plan – Phase I Project – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; APPROVED THE PROPOSED CONTRACT DOCUMENTS FOR THE BICYCLE MASTER PLAN – PHASE I PROJECT AND AUTHORIZED CITY STAFF TO BEGIN THE CONSTRUCTION PROPOSAL SOLICITATION PROCESS**

Approved The Proposed Contract Documents For The Bicycle Master Plan – Phase I Project & Authorized City Staff To Begin The Construction Proposal Solicitation Process  
 Co/Ni Ayes All

10. Parcel Map 10997 Notice of Completion of public improvements – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; RECEIVED AND FILED**

Received & Filed  
 Ni/Co Ayes All

**ACTION TAKEN**

**CITY MANAGER REPORTS**

11. Bond proceeds funding agreement with the Successor Agency to the Tehachapi Redevelopment Agency – **CITY MANAGER GREG GAVE REPORT; ADOPTED RESOLUTION NUMBER 60-14 OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**
12. Bond proceeds funding agreement with the City of Tehachapi – **CITY MANAGER GREG GARRETT GAVE REPORT; BOARD MEMBER GRIMES THANKED FINANCE DIRECTOR HANNAH CHUNG FOR HER WORK ON THIS SUBJECT; BOARD MEMBER WIGGINS COMMENTED ON THE SPECIFIC USE OF THE MONEY; ADOPTED RESOLUTION NUMBER 01-14 OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**
13. Report to Council regarding current activities and programs – **VERBAL REPORT**

Adopted Res. No. Of The City Council Of The City Of Tehachapi Approving The Execution Of A Bond Proceeds Funding Agreement Between The Successor Agency & The City Of Tehachapi & Taking Certain Related Actions  
 Ni/Co Ayes All

Adopted Res. No. Of The Board Of Directors Of The Successor Agency To The Tehachapi Redevelopment Agency Approving The Execution Of A Bond Proceeds Funding Agreement Between The Successor Agency & The City Of Tehachapi & Taking Certain Related Actions  
 Gr/Wi Ayes All

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**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Corpus-Zamudio commented on the rodeo and thanked our police force for their work.
2. Councilmember Wiggins commented on the amount of people at the Mountain Festival
3. Councilmember Grimes commented on the Mountain Festival.

**CLOSED SESSION**

1. Approval of closed session minutes for August 4, 2014.

Approved Minutes  
 Gr/Wi Ayes All

**ADJOURNMENT**

The City Council/Boards adjourned at 6:51 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Tuesday, September 2, 2014, at 6:00 p.m.

Approved this 2<sup>nd</sup> day  
Of September, 2014.

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PHILIP SMITH  
Mayor, City of Tehachapi

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DENISE JONES, CMC  
City Clerk, City of Tehachapi



APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: \_\_\_\_\_

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014    AGENDA SECTION: CITY CLERK

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**TO:**                    HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:**                ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:**                AUGUST 28, 2014

**SUBJECT:**            SPECIAL EVENT APPLICATION – HOMECOMING PARADE

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## APPLICANT AND ORGANIZATION

Amy Watkins, Tehachapi Unified School District

## EVENT DESCRIPTION

The Homecoming Parade will be held on October 3, 2014 from 11:00 am – 12:00 pm and proceed down Dennison Rd to Anita; from Anita to Snyder; from Snyder to Valley and end back at the high school

## APPLICANT REQUESTS

- Street barricades from the Public Works Department

## STAFF CONDITIONS

Administration:        There are no conditions for this event

## RECOMMENDATION

**APPROVE THE HOMECOMING PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**



## SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Unified School District (Tehachapi High School)

Event Contact Amy Watkins Phone Number 203-3889

Address 801 South Dennison Rd

City Tehachapi State CA Zip Code 93561

E-mail Address amywatkins@teh.k12.ca.us

Event Name Tehachapi High School Homecoming Parade

Event Location The streets of Dennison Rd, Anita Dr, Snyder Ave and Valley extension

Event Date(s) October 3, 2014 Event Time(s) 11:00 am-12:00pm

**Describe Event: (Street Closures, Activities, Participation, Etc.)**

The homecoming Parade, consisting of floats pulled by pick-up trucks and students ridding on the floats or in the backs of pick-up trucks, will depart the high school campus at approximately 11:15pm, on Friday, October 3, 2014 and proceed down Dennison Rd to Anita; turn left onto Anita; turn left onto Snyder Ave; and left onto Valley Extension. The parade will end back at the high school at approximately 12:00pm.

Is the event open to the Public?  Yes  No

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? \_\_\_\_\_

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? \_\_\_\_\_

Event Name Tehachapi High School Homecoming Parade

Event Date(s) October 3, 2014

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Just past THS on Dennison, at Dennison and Anita, Anita and Snyder, and Snyder and Valley Blvd.

Traffic Control THS security and TPD (barricades will be removed once parade has passed each area)

Crowd Control Provided by THS staff

Utility Services: Water, Sewer, Electric Not Applicable

Lights Not Applicable

Dust Control Not Applicable

Site Clean-up & Maintenance Provided by Tehachapi High School Staff

Security Provided by Tehachapi High School Staff

Site Facilities Not Applicable

Health Dept. Not Applicable

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I also understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature *Nick Giles*

Date 8/5/14

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date

Time

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes \_\_\_\_\_

\_\_\_\_\_

## GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

## FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

## FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

## SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

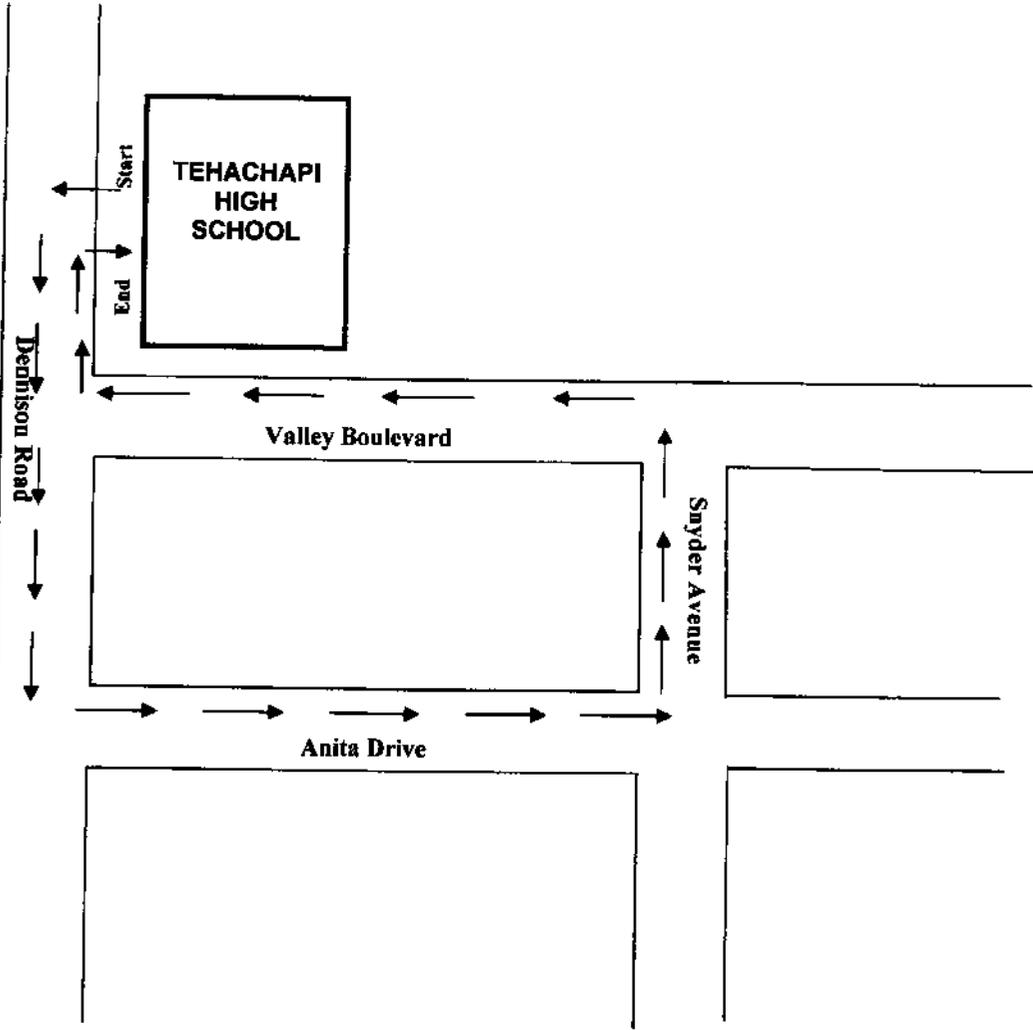
The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

  
\_\_\_\_\_  
Applicant Signature  
8/5/14  
\_\_\_\_\_  
Date

# TEHACHAPI HIGH SCHOOL'S HOMECOMING PARADE ROUTE

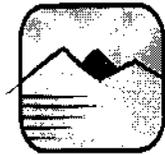




# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 8/27/2014 - 1:37 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	49926479	PW/Industrial Acetylene	132.35
		Check Total:	132.35
		Vendor Total:	132.35
0027	Atco International		
Check No:	0	Check Date:	
	10412097	LLD/Pursuit-94	355.83
	10412097 UT	Use Tax	-24.83
		Check Total:	331.00
		Vendor Total:	331.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B179376	Swr/samples/influent/Effluent	325.00
	B179378	Wtr/samples/Curry Resv	15.00
	B179379	Wtr/samples/Dennison & Mojave	30.00
	B179949	Swr/samples/Influent/Effluent	325.00
	B179950	Wtr/Dennison & Mojave	30.00
	B179951	Wtr/Curry Resv	15.00
	B180353-1	Wtr/samples/Mojave Well/In House PW	50.00
	B180353-2	Wtr/samples/Oakwood/Brentwood/Tanglewood	36.00
	B180700	Swr/samples/Influent/Effluent	325.00
	B180701	Wtr/samples/Curry Resv	15.00
	B180702	Wtr/samples/Dennison & Mojave	30.00
		Check Total:	1,196.00
		Vendor Total:	1,196.00
0127	State of California Department of Justi		
Check No:	0	Check Date:	
	050122	fingerprint apps & FBI/Child abuse ck/peace off:	172.00
		Check Total:	172.00
		Vendor Total:	172.00
0155	FedEx		
Check No:	0	Check Date:	
	2-750-93855-1	CD/Studio 1 Architects /J Gill FAIA Principal	52.23
	2-750-93855-2	CD/Studio 1 Architects /J Gill FAIA Principal	27.10
		Check Total:	79.33
		Vendor Total:	79.33

Vendor	Invoice No	Line Description	Check Amount
0218	Jims Supply Company Inc.		
Check No:	0	Check Date:	
	118564	Air/1" steel bar for horse shoe pit	141.81
		Check Total:	141.81
		Vendor Total:	141.81
0241	Kern Bros. Trucking Inc.		
Check No:	0	Check Date:	
	66122	Wtr/K-58/plaster sand	418.50
		Check Total:	418.50
		Vendor Total:	418.50
0249	K Mart		
Check No:	0	Check Date:	
	9102	Swr/MRC 12CP SW A	18.26
		Check Total:	18.26
		Vendor Total:	18.26
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1391330	PD/Graff & Disney Lit-legal svcs to 7/31/14	3,145.20
	1391331	GG/negotiations 2014/legal svcs to 7/31/14	2,881.00
		Check Total:	6,026.20
		Vendor Total:	6,026.20
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	22	GG/Broome Family Trust Litigation	4,108.46
	38	GG/Walmart CEQA litigation	1,007.00
		Check Total:	5,115.46
		Vendor Total:	5,115.46
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140148600	PW/linen maintenance	99.10
	140152572	PW/linen maintenance	104.52
	140153912	PW/linen maintenance	99.10
	140155221	PW/linen maintenance	104.52
	140155222	PW/dust mop/2-3x4 mats/3-3x10 mats	39.30
	140156550	PW/linen maintenance	99.10
	140156551	Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
	140157862	PW/linen maintenance	104.52
	140157863	Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
		Check Total:	728.76
		Vendor Total:	728.76
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2373218	Swr/Acct#975428801/800 Enterprise/Storage co	132.23
	2373218	Swr/Acct#975428801/800 Enterprise/Storage co	85.00
	2373323	Swr/Acct#965528800/800 Enterprise/3yd bin/fee	132.23

Vendor	Invoice No	Line Description	Check Amount
	2373525	PW/Acct#310163000/trailer	29.76
		Check Total:	379.22
		Vendor Total:	379.22
0350	Ranch Service & Supply		
Check No:	0	Check Date:	
	1078	Event Ctr/wire panels 5'16"-2x4	241.81
		Check Total:	241.81
		Vendor Total:	241.81
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0273968	PW/fuel	791.28
	0274228	PW/fuel	1,730.14
	0274451	PW/fuel	487.97
	0274697	PW/fuel	1,159.36
	0274944	PW/fuel	1,062.39
		Check Total:	5,231.14
		Vendor Total:	5,231.14
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	08262014-1	GG/Legal Services-Sales Tax 7-28-14 to 8-24-14	773.50
	08262014-2	Wtr/Legal Services 7-28-14 to 8-24-14	273.00
	08262014-3	GG/Legal Services 7-28-14 to 8-24-14	3,341.00
	08262014-4	PERS MI contribution August	-148.89
		Check Total:	4,238.61
		Vendor Total:	4,238.61
0428	Tehachapi Flower Shop		
Check No:	0	Check Date:	
	9821	GG/Sympathy arrangement/J Kermode	68.69
	9822	PD/basket garden/Sympathy/J Kermode	63.32
		Check Total:	132.01
		Vendor Total:	132.01
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70443294	Wtr/ST1/2INMM PG64-10	403.86
		Check Total:	403.86
		Vendor Total:	403.86
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	09012014	Sr. Nutrition Program-Space Rent Sept 2014	400.00
		Check Total:	400.00
		Vendor Total:	400.00
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	133569-2	PD/Custom stamp	33.27
	133702-0-1	Land/color copy/laminate	2.91
	133702-0-2	PW/color copy/laminate	5.81
	133702-0-3	Wtr/color copy/laminate	5.82
	133702-0-4	Swr/color copy/laminate	5.82
	133702-0-5	Air/color copy/laminate	2.91
	133702-0-6	Constr/color copy/laminate	2.91
	133702-0-7	GG/color copy/laminate	2.91
	133788-0	GG/clips/pst its/tape/steno book/folders/pencils	102.45
	133794-0	PW/sorter/blk ballpoint pens	13.60
	133803-0	GG/lighting wall charger	36.54
	133828-0	GG/staples/pens	39.21
	133843-0	Fin/Smd sec folders/bx 70	623.82
	133866-0	Fin/Mobile BBF PED maple	294.55
	133874-0	GG/wirestart shelving 48x24BA	335.94
	133902-0	PD/2-cases paper	68.78
	133930-0	PD/Liner 38x60/Liner 24x32/soap & dispen soft	142.49
	133954-0	GG/flags/notes/binding/legal copy paper	111.01
	133956-0	GG/Pouch, Ltr 100/bx	26.86
	C133078-0	GG/file desk sorter	-26.59
		Check Total:	1,831.02
		Vendor Total:	1,831.02
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-220794	Swr/first aid supplies	48.81
	34-220795-1	Air/first aid supplies	64.99
	34-220795-2	Constr/first aid supplies	64.98
	34-220796	GG/first aid supplies	62.83
	34-220799	PW/first aid supplies	112.61
		Check Total:	354.22
		Vendor Total:	354.22
0524	Scotts Auto Body Inc.		
Check No:	0	Check Date:	
	08042014	PD/2 wheel align/2002 Crown Victoria	60.00
		Check Total:	60.00
		Vendor Total:	60.00
0525	All American Tire & Service Center L		
Check No:	0	Check Date:	
	07302014	PW/4-tires/balance 2004 Chev Silverado	595.79
		Check Total:	595.79
		Vendor Total:	595.79
0543	BSE Rents		
Check No:	0	Check Date:	
	24831	Constr/Breakaway kit/battery 12V	67.83
		Check Total:	67.83
		Vendor Total:	67.83
0560	Kern Machinery		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	101-178496	Air/Parts/operator's & technical manuals	285.14
		Check Total:	285.14
		Vendor Total:	285.14
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	58074	PW/Monterey Once a Ye	49.44
		Check Total:	49.44
		Vendor Total:	49.44
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	76764	HSIP Tehach Blvd/Prof svcs 6/29/14-7/26/14	8,346.21
		Check Total:	8,346.21
		Vendor Total:	8,346.21
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	104074	Strts/broom sweeping service 07/2014	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1037	Antelope Valley Press		
Check No:	0	Check Date:	
	08202014	GG/Welcome kern banner page ad	82.00
		Check Total:	82.00
		Vendor Total:	82.00
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4532	PD/door logo& roof numbers/2014 Ford Explore	938.48
	4534	GG/door hangers/water conserv	333.25
	4535	GG/City Council color banners/parade	198.88
	4537	War Bird/posters	102.13
		Check Total:	1,572.74
		Vendor Total:	1,572.74
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	31695	ENG/19- Shirts with city logo	153.19
	31765	PD/20"Black tie/silver tie bar	15.03
	31783-1	Wtr/shirts/embroidery	579.74
	31783-2	Swtr/shirts/embroidery	432.49
	31783-3	PW/shirts/embroidery	642.76
	31783-4	Constr/shirts/embroidery	297.62
	31783-5	Land/shirts/embroidery	143.83
	31792	Public benches/bronze plaque/J Hasselbrink	234.67
	31794	PD/Sew on shoulder patches/5 shirts	55.63
	31839	GG/shirts/embroidery	22.58

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	2,577.54
		Vendor Total:	2,577.54
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	327025	Strts/35-533 series bubbler, flood	37.25
	872376-1	Strts/Credit 35-533 series bubbler, flood	-37.25
	872376-2	Strts/35-1300 Full circle bubbler	26.87
		Check Total:	26.87
		Vendor Total:	26.87
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2371871	PW/Acct#966755300	55.75
	2373615	GG/Acct# 365420501/Central Park/roll off svcs-	133.04
		Check Total:	188.79
		Vendor Total:	188.79
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	116219	PD/Ant, roach, S/F, B/W, mice, flea	95.00
		Check Total:	95.00
		Vendor Total:	95.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	C696034	Wtr/Dual mtr box/Rein. conc.lid m/wtr	276.64
	C721725	Wtr/1x3 Redi-clamp	38.31
	C760801	Wtr/Credit-3/4x100' IPS PE tubing 200 PSI	-41.93
	C784336	Wtr/20-3x20' PVC SCH80 Gray pipe SWB & m	304.87
	C784472	Wtr/Adapter for WFG 500/600 & wire pulling sc	144.36
		Check Total:	722.25
		Vendor Total:	722.25
1912	Bakersfield Well & Pump Company		
Check No:	0	Check Date:	
	07312014	Wtr/100 HP DWT/Pinion Well	63,300.00
		Check Total:	63,300.00
		Vendor Total:	63,300.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1035750-A-1	Air/314 Hayes St/burglar alarm service	36.75
	1035750-A-10	GG/115 South Robinson/burglar alarm svc	34.65
	1035750-A-2	Air/100 Commercial Way/burglar alarm service	17.33
	1035750-A-3	Constr/100 Commercial Way/burglar alarm servi	17.32
	1035750-A-4	PW/800 Enterprise Way/burglar alarm service	46.50
	1035750-A-5	Swr/750 Enterprise Way/burglar alarm service	30.98
	1035750-A-6	Wtr/750 Enterprise Way/burglar alarm service	30.97
	1035750-A-7	Swr/750 Enterprise Way/burglar alarm svc-stora	25.73
	1035750-A-8	Air/314 Hayes St/burglar alarm svc	23.10

Vendor	Invoice No	Line Description	Check Amount
	1035750-A-8	Wtr/750 Enterprise Way/burglar alarm svc-storage	25.72
	1035750-A-9	Depot/101 Tehachapi Blvd/burglar alarm svc	79.00
	365417-S-1	Constr/trip charge	12.50
	365417-S-2	Air/trip charge	12.50
		Check Total:	393.05
		Vendor Total:	393.05
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	819464	PW/brake pads & rotor/2006 Chevy Silverado 1:	192.30
	819465	Swr/brake pads & rotor/2004 Chevy Silverado 1.	127.59
	819925	Air/PTEX SNSR HI TEMP RTV	5.26
	820202	PW/Pwr outl/primary wire	131.92
	820414	Air/vehicle wiring hardware/batt/wire/cable/swit	1,296.72
	820750	PW/brake pads & rotor/sprocket/chain	150.96
	820789	PW/rear brake shoes/antifreeze/core dep	109.28
	820983	Air/crimping tool/2 4 8AMP Battery & cable stri	478.35
	821138	Air/vehicle wiring hardware/ring & spade termin	584.85
		Check Total:	3,077.23
		Vendor Total:	3,077.23
2200	Argo Chemical		
Check No:	0	Check Date:	
	1408018	Wtr/Argo-Chlor sol 12.55 NSF/CA mill Assessr	1,176.80
		Check Total:	1,176.80
		Vendor Total:	1,176.80
2236	Pacific West Sound Inc.		
Check No:	0	Check Date:	
	19633	GG/Rental CP Antennae/parade	215.00
		Check Total:	215.00
		Vendor Total:	215.00
2589	Jerome's Tractor Service		
Check No:	0	Check Date:	
	C-14-471	PW/weed abatement/fees/labor/trips to dump/tra	3,282.85
		Check Total:	3,282.85
		Vendor Total:	3,282.85
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH5186	Swr/12" Rough PVC Glvs/pr	4.89
	CATEH5299-1	Wtr/BG86490/L Glv Pr/knee pad/coverall/glove	79.57
	CATEH5299-2	Swr/BG86490/L Glv Pr/knee pad/coverall/glove	119.35
	CATEH5391-1	Wtr/QWKSTK PchTeaSF/GrapeQwK STK S	25.81
	CATEH5391-2	Swr/QWKSTK PchTeaSF/GrapeQwK STK S	25.80
		Check Total:	255.42
		Vendor Total:	255.42
2960	A-1 Air Conditioning & Heating		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	1277	Swr/repair copper line/evac sys & recharg freon	424.00
		Check Total:	424.00
		Vendor Total:	424.00
2963	AT&T		
Check No:	0	Check Date:	
	5633978	Swr/WWTP office	103.25
	5633979	Swr/ lift station	16.68
	5633980	GG/ City Hall Fax	59.98
	5633981	Air/awos	16.37
	5633982	PW/DSL Fax	31.55
	5633983	Air/Fuel system	16.68
	5633986	Swr/scada	96.67
	5634843	Depot	48.19
	5635158	LLD/1002 Applewood Auto dialer @ sump	16.68
	5635210	PD/Telephone	41.44
	5644984	PD/T1 line	305.79
	5658480	PD/subscriber access line	178.97
		Check Total:	932.25
		Vendor Total:	932.25
3004	Motor City Auto Center		
Check No:	0	Check Date:	
	695187	PW/Snow plow/replace heater switch& missing	404.76
	698610	Wtr/12570800 BODY	240.27
	GCCS693030	Wtr/07 GMC Sierra/electrical diag/air bag light	214.88
		Check Total:	859.91
		Vendor Total:	859.91
3018	CDW Government Inc.		
Check No:	0	Check Date:	
	NR77195	PAN 15-3340M 500GB 4GB W7	2,045.50
		Check Total:	2,045.50
		Vendor Total:	2,045.50
3050	Rockwell Engineering & Equip. Co. It		
Check No:	0	Check Date:	
	14228	Swr/floats	345.83
		Check Total:	345.83
		Vendor Total:	345.83
3058	PIXSYM		
Check No:	0	Check Date:	
	4172	GG/Conserve water vehicle magnets	374.84
		Check Total:	374.84
		Vendor Total:	374.84
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	08042014	PD/new tire/TE08	560.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	560.00
		Vendor Total:	560.00
3191	Chriso's Tree Trimming		
Check No:	0	Check Date:	
	1930	PW/665 W Tehach Blvd/removal lg Willow tree	1,675.00
		Check Total:	1,675.00
		Vendor Total:	1,675.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	2385	Strts/white marking chalk/green marking chalk	34.27
	2423	Strts/50lb glass beads/Intl stencil guard 5g pail	394.22
	2424	Strts/2- Graco tip spray Rac 5 stripe/guard Rac 5	78.72
	2427	Strts/5 speed zone signs/7 R1-1,30'x30', Alumin	592.43
	8781	Air/6x6 airplane marking	927.50
	9053	Strts/Road closed sign/12 ea-Perf posts,sleeves &	1,217.37
		Check Total:	3,244.51
		Vendor Total:	3,244.51
3360	Chief Supply		
Check No:	0	Check Date:	
	100023	PD/Nik test/hobble str/SEMP/NCAD/handcuff	765.62
	100023-UT	Use Tax	-53.42
		Check Total:	712.20
		Vendor Total:	712.20
3503	Hercules Incorporated		
Check No:	0	Check Date:	
	130889613	Swr/Praestol K 148 L IBC 1000L	3,731.87
		Check Total:	3,731.87
		Vendor Total:	3,731.87
3550	Granite Construction Company		
Check No:	0	Check Date:	
	671608	Wtr/#8-washedsand (1781)	595.75
		Check Total:	595.75
		Vendor Total:	595.75
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	1895	CD/Zoning code update-Phases 3 & 4	1,865.00
		Check Total:	1,865.00
		Vendor Total:	1,865.00
3645	Blueprint Service		
Check No:	0	Check Date:	
	820996	ENG/Bamboo tri-scale engineer/black/white sca	64.02
		Check Total:	64.02

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	64.02
3657	Wiley D. Hughes Surveying Inc.		
Check No:	0	Check Date:	
	14-2682	ENG/Leg desc & plat for public bike & pedest p	725.00
		Check Total:	725.00
		Vendor Total:	725.00
3664	ACCAPS c/o Duviet Rodriguez		
Check No:	0	Check Date:	
	08192014	Coun/2014 Annual conference/Ed Grimes	200.00
		Check Total:	200.00
		Vendor Total:	200.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2373192	Swr/Acct#300421004/750 Enterprise Way-July s	35.00
	2373193	PD/220 West C St/shredding	35.00
		Check Total:	70.00
		Vendor Total:	70.00
3709	dooley enterprises inc.		
Check No:	0	Check Date:	
	50339	PD/pellets/slugs/S&W 165gr fl meta/180gr jacke	1,933.06
		Check Total:	1,933.06
		Vendor Total:	1,933.06
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	83408	PW/Roller	52.68
		Check Total:	52.68
		Vendor Total:	52.68
3746	KGET 17		
Check No:	0	Check Date:	
	1813664	GG/Gran Fondo	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3755	BrainStorm Inc		
Check No:	0	Check Date:	
	27210	QuickHelp Subscr/Enterprise-1yr	1,250.00
		Check Total:	1,250.00
		Vendor Total:	1,250.00
3757	Ten8 Uniforms		
Check No:	0	Check Date:	
	9016	PD/Off Duty Belt 1-1/2" BW, size 34	27.20
		Check Total:	27.20

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	27.20
3758	Omni Design Group, Inc		
Check No:	0	Check Date:	
	30688	Professional Svc/129 E. F StTenant Improv/7-1-	4,000.00
		Check Total:	4,000.00
		Vendor Total:	4,000.00
		Report Total:	148,370.13

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/14/2014 - 2:47 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	40947	Check Date: 08/14/2014	
Vendor:	1851	AT&T	
07222014		PD/telephone	1,244.57
08012014		GG/White Page acct	13.56
			1,258.13
Check No:	40948	Check Date: 08/14/2014	
Vendor:	2963	AT&T	
5623204		Air/DSL FAX	47.40
5624875		Swr/Telemetry Sys	16.67
5633977		GG/City Hall phone	417.47
			481.54
Check No:	40949	Check Date: 08/14/2014	
Vendor:	3274	Bright House Networks	
08022014		GG/internet serv Aug-Sept 2014	148.28
			148.28
Check No:	40950	Check Date: 08/14/2014	
Vendor:	3176	Teri L. Cryer	
08082014		PD/Reimburse items for National Night Out	10.75
			10.75
Check No:	40951	Check Date: 08/14/2014	
Vendor:	1321	Culligan Water Conditioning	
08012014		PD/ACD rental	29.00
			29.00
Check No:	40952	Check Date: 08/14/2014	
Vendor:	2113	Fuel Controls Inc.	
81795		Air/Jet A Wholesale	17,808.88
81801		Air/Octane Wholesale	17,815.73
			35,624.61
Check No:	40953	Check Date: 08/14/2014	
Vendor:	3752	Richard Gonzales	
08132014		Gran Fondo/partial refund	7.50
			7.50
Check No:	40954	Check Date: 08/14/2014	
Vendor:	1070	Kern County Environmental Health Division	
08132014		Gran Fondo/Health permit app fees	375.00
			375.00
Check No:	40955	Check Date: 08/14/2014	
Vendor:	3753	Gregg Robinson	
08112014		Gran Fondo/ refund	90.00

			Check Amount
			90.00
Check No:	40956	Check Date: 08/14/2014	
Vendor:	0399	Sparkletts	
080114		Swr/Cooler rental & water	253.45
			253.45
Check No:	40957	Check Date: 08/14/2014	
Vendor:	2000	First American Title Company	
08142014 RI		HSIP/Close of escrow for easement @ 2000 E Ti	975.00
			975.00
Check No:	40958	Check Date: 08/14/2014	
Vendor:	3712	Cooley Construction	
R08021-3		Challenger Dr Ext/Progress pay #3	360,357.38
			360,357.38
Check No:	40959	Check Date: 08/14/2014	
Vendor:	0429	Tehachapi Valley Healthcare	
314615 RI		PD/Lab tests & x-ray/C Gonzalez	1,249.30
			1,249.30
Check No:	40960	Check Date: 08/14/2014	
Vendor:	2940	U.S. Bank Corporate Payment System	
005116		Parks\Flags	128.89
053953		Wtr\Igloo cooler	25.77
053953-1		PW\Igloo cooler	25.77
072745		PD\SIT	181.03
077908		Air\water for office	12.98
1013261		Air\Batteries	38.88
1840		GranFondo\Posters& Ads	183.00
1848		GG\BizTools Flyer redesign	80.00
1858		GG\Newsletter design & posters	320.00
2013193		Air\Park sprinklers	22.58
2021245		Air\Park sprinklers	1.96
254412		GranFondo\Numbers with pull tag	264.99
31461		HotDog Fest\Trophies	29.56
349107		Air\Hydraulic truck brake service	2,741.56
4012953		Air\Fuel storage cans	79.98
4020940		Air\Vehicle key copy	11.83
49314374		PW\Moisture Meter & Digital Thickness Guage	259.18
5020741		Air\1-3/4" Solid Padlock	12.88
5025849		GG\HP Compaq Hard Drive	39.49
546442015		GG\Kitchen Supplies	65.75
557822		Council\Meals & Lodging	489.12
690741		GG\Facebook advertising	250.83
697127		GG\Facebook Ads	70.94
73923225		ComDev\eFax for computer	16.95
8405848		PW\Bluetooth wireless headset	42.99
CA146		PD\Natl Assoc of Town Watch-renewal fee	35.00
			5,431.91
Check No:	40961	Check Date: 08/14/2014	
Vendor:	2940	U.S. Bank Corporate Payment System	
0023305		Air\fastener & glue	16.06
003471		GG\TVRPD Meeting	32.38
006915		GG\EKEA Lunch	38.47
014169		HotDog Fest\posterboards & table covers	10.21

0155779	Engineering items	287.04
020725	Fin\Dels Retirement Luncheon	146.63
024896	HotDog Fest\thread & notions	12.31
033059	HotDog Fest\Headwraps	5.35
040043	HotDog Fest\Trash bags	13.93
043230	HotDog Fest\stick flags	13.55
044152	Air\Fuel Farm State EPA Fees	150.00
060612	Fin\Lunch for interviewers	59.60
07012014	Eng\Micro Paver Enh Fee 7/1/14-6/30/15	550.00
07062014	PD\Holiday Inn Windsor-DBrownTraining	1,833.12
07072014	GG\Constant Contact acct for TEDC	35.00
07102014	PD\Adobe Systems	19.99
07142014	GG\Magazine Ad	700.00
07152014	Air\ACA Lodging deposit for 9/9/14	144.38
090064	GG\Eng Mtg	44.39
091265	GG\Postal ASAP	10.00
093146	GG\SunSelect Lunch	19.31
097344	GG\Teh Lifestyle Magazine-July Ad	1,550.00
1023859	GranFondo\Subscription webCommerce	38.88
11887	Engineering items	77.37
16942	GranFondo\Ashworth Awards	3,175.00
181276	PD\Pants & Belt-Cadet Atencio	57.80
1863	GG\Loop Ad	60.00
1870	GG\Swooper Banner Design	80.00
2042639	ComDev\Pocket Neighborhoods Books	47.86
300000048	Treas\CA Muni Treasurers Assoc dues	155.00
31578	Air\Scenprinting on shirts	175.03
3264	PD\NNO 2014 August Banners	168.00
401620	Engineering items	32.95
404627	Engineering items	199.71
410497	Air\Aviation hose asy & parts	2,232.93
410555	Air\Reelcraft Reel Asy w/ele mtr & parts	4,866.56
418472	Fin\GAAFR & Supplement eBook format	129.00
5014018	HotDog Fest\Weiner Run items	84.80
5022392	HotDog Fest\Weiner Run items	170.10
646	GG\August issue-for GranFondo Swag Bags	400.00
664595064	PD\Patriotic items	142.50
664597749	PD\Red & Blue bags	95.00
825791028	GG\SiriusXM music radio	11.24
8888	Air\Assoc of CA Airports Membership	35.00
8888-1	Air\Assoc of CA Airports Conf Registration	50.00
9080415	Fin\Dels Retirement Gift	100.00
9304957	GranFondo\Mesh Pocket Sportpack	1,764.51
948790	GG\Xerox Toner	101.57
9709	Landsc\Serial/IP-1 port	100.00
9796	GG\Police mtg	34.94
9896128533	IT\MicrosoftStore-Office 365 Home subscription	99.99
AD013010467	GG\Creative Cloud Membership	49.99
GP405114E	GG\Teh Warriors Booster Club Donation	450.00

20,877.45

Date Totals:

427,169.30

Report Total:

427,169.30

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/14/2014 - 5:24 PM

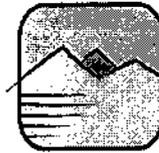


			Check Amount
Check No:	40962	Check Date: 08/14/2014	
Vendor:	3754	Clinton Rehkopf	
08142014		Gran Fondo/refund for MedioFondo	30.00
			<hr/> 30.00
		Date Totals:	<hr/> 30.00
			<hr/> <hr/> 30.00
		Report Total:	<hr/> <hr/> 30.00

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/27/2014 - 7:32 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	40963	Check Date: 08/19/2014	
Vendor:	0832	ACWA/JPIA	
0302769-1		Medical/Sept 2014	71,523.96
0302769-2		Dental/Sept 2014	8,913.76
0302769-3		Vision/Sept 2014	1,167.96
0302769-4		Life/Sept 2014	1,474.48
0302769-5		Dental/Adjustment/Sept 2014	187.32
0302769-6		Vision/Adjustment/Sept 2014	21.18
0302769-7		Life/Adjustment/Sept 2014	28.33
			83,316.99
Check No:	40964	Check Date: 08/19/2014	
Vendor:	2472	All Weather Inc.	
60061		Air/AWOS Maintenance/Inspection	1,875.00
			1,875.00
Check No:	40965	Check Date: 08/19/2014	
Vendor:	1729	Alpha Landscape Maintenance	
12065-1		LLD/Manzanita Park 6-15 gal trees Teh Blvd	765.00
12065-2		PW/45-5 gal plants	1,642.50
12090-1		GG/City Offices	48.02
12090-10		Strts/South Curry	222.50
12090-11		LLD/Heritage Oak	843.12
12090-12		LLD/KB tract/Dennison	3,524.54
12090-13		Strts/Trees	10.09
12090-14		Strts/Dennison St	704.20
12090-15		LLD/Clear View	314.65
12090-16		Parks/Pioneer Park	541.45
12090-17		GG/Old Town Planters	80.15
12090-18		LLD/Mill St Cottages	24.09
12090-19		Parks/Robinson Park	493.30
12090-2		GG/Mkt Pl & Union Pacific	215.91
12090-20		GG/Taco Samich & Wall	27.48
12090-21		GG/Sr Ctr	102.57
12090-22		Depot	124.59
12090-23		GG/Phase 4 downtown planters	33.95
12090-24		LLD/Red Barn	86.22
12090-25		LLD/Red Barn Phase 2	7.00
12090-26		GG/Robinson Parking lot	24.45
12090-27		LLD/Alta/Warrior Park-new addition 1-1-14	1,564.62
12090-3		Strts/Mill Street Islands	415.98
12090-4		Strts/Capitol Hills (South Island)	263.91
12090-5		LLD/Manzanita Park	706.41
12090-6		LLD/KB Tract-Highline LMD	500.85
12090-7		LLD/Alta Tract/Warrior Park	4,367.95
12090-8		LLD/All planters-Highline & tract perimeters	1,534.02
12090-9		LLD/Alta Parkway Lawns	171.51
12091-1		GG/Mkt Pl	1.01

12091-10	LLD/Heritage Oaks	10.06
12091-11	LLD/KB/Dennison	21.12
12091-12	Strts/Dennison	3.02
12091-13	LLD/Clear View	1.01
12091-14	Parks/Pioneer Park	3.02
12091-15	GG/Old Town Planter	0.50
12091-16	LLD/Mill St Cottages	0.50
12091-17	LLD/Alta/Warrior Park-new addition	11.06
12091-18	Parks/Robinson Park	1.01
12091-19	GG/Taco Samich	0.50
12091-2	Strts/Mill St Island	3.02
12091-20	GG/Sr Ctr	0.50
12091-21	Depot	2.01
12091-22	GG/Robinson Parking lot	0.50
12091-23	GG/Phase 4 downtown planters	0.50
12091-24	LLD/Red Barn	0.50
12091-25	LLD/Red Barn 2	0.50
12091-3	Strts/Cap Hills	2.01
12091-4	LLD/Manzanita Park	3.02
12091-5	LLD/KB tract-Highline	1.01
12091-6	LLD/Alta tract/Warrior Park	20.11
12091-7	LLD/Alta Parkway Lawns	2.01
12091-8	LLD/Alta Planters-Highline & tract	10.06
12091-9	Strts/South Curry	2.01

19,461.60

Check No: 40966 Check Date: 08/19/2014  
 Vendor: 3690 American Builders Supply  
 26896 Event Ctr/G White panel/tan ring slumpstone/grt  
 26905 Event Ctr/Spec mix type S mortar tan

659.73  
 18.84

678.57

Check No: 40967 Check Date: 08/19/2014  
 Vendor: 1695 Applegate Garden Florist  
 36422/1 GG/Fresh flowers-L Jenkins  
 36509/1 GG/Green plant Mountain Imports

48.38  
 43.00

91.38

Check No: 40968 Check Date: 08/19/2014  
 Vendor: 1724 Banks Pest Control Inc.  
 415611 GG/pest control serv/ 104 S Robinson

79.00

79.00

Check No: 40969 Check Date: 08/19/2014  
 Vendor: 0035 BC Laboratories Inc.  
 B177512-1 Wtr/samples/Mojave Well  
 B177512-2 Wtr/samples/Oakwood Brentwood Tanglewood  
 B177829 Wtr/samples/Mojave & Dennison Well  
 B177830 Wtr/samples/Curry Resv  
 B178030-1 Wtr/samples/Dennison & Wahlstrom Well  
 B178030-2 Wtr/samples/Hayes Fair Oak Alder  
 B178484 Swr/samples/Influent & Effluent  
 B178951-1 Wtr/samples Curry Resv & Well  
 B178951-2 Wtr/samples/Mullberry/Fig/Hickory

25.00  
 36.00  
 30.00  
 15.00  
 50.00  
 36.00  
 325.00  
 75.00  
 36.00

628.00

Check No: 40970 Check Date: 08/19/2014  
 Vendor: 1505 Benz Construction Services

2361399	Hot Dog Festival/Central Park/Rolloff & recycli	273.70
2369011	Hot Dog Festival/Central Park/Toilets	690.00
2369012	Hot Dog Festival/Jacobsen Jr High/Toilets	390.00
		<hr/>
		1,353.70
Check No:	40971 Check Date: 08/19/2014	
Vendor:	0543 BSE Rents	
25564	PW/CLR cure & hard (medcure) 5 gal	63.29
		<hr/>
		63.29
Check No:	40972 Check Date: 08/19/2014	
Vendor:	3750 California Park & Recreation Society	
126080	GG/Associate member dues	95.00
		<hr/>
		95.00
Check No:	40973 Check Date: 08/19/2014	
Vendor:	2893 Cardmember Service	
008717	CC/fuel	23.02
10463	CC/meals	12.91
123255	CC/fuel	28.52
23432	CC/fuel	32.83
2595	GG/calculator-credit	-176.88
3121	GG/calculator	176.88
68012868	CC/lodging-Nuts & Bolts workshop	183.12
83443461	Hotdog fest/watercolor markers	44.04
		<hr/>
		324.44
Check No:	40974 Check Date: 08/19/2014	
Vendor:	2147 Coffee Break Service Inc.	
212319	GG/coffee	57.78
AUG3804	GG/Aug water cooler rental	26.95
		<hr/>
		84.73
Check No:	40975 Check Date: 08/19/2014	
Vendor:	2776 Consolidated Electrical Dist.	
447211	Strts/HID lamp	594.69
		<hr/>
		594.69
Check No:	40976 Check Date: 08/19/2014	
Vendor:	2568 Cooperative Personnel Services	
345944	GG/professional fees	4,408.00
		<hr/>
		4,408.00
Check No:	40977 Check Date: 08/19/2014	
Vendor:	3355 Got Weeds?	
709	Air/weed control & gardening/mowing	1,000.00
		<hr/>
		1,000.00
Check No:	40978 Check Date: 08/19/2014	
Vendor:	0424 Greater Tehachapi Chamber of Commerce	
7668	GG/July monthly chamber lunch 3@15	45.00
		<hr/>
		45.00
Check No:	40979 Check Date: 08/19/2014	
Vendor:	1801 HD Supply Waterworks LTD	
C639818	Wtr/H15464N 3/4 INSTA-TITE 1PS 90	832.83
C651803	Wtr/emerg break /pvc pipe Omni CPLG	1,586.49

			Check Amount
C662513	Wtr/pvc pipe & OMNI CPLG		1,586.49
C675133	Wtr/1X100 CTS PE tubing 200 PSI		176.30
C695843	Wtr/redi-claom & traffic valve box		589.80
C698365	Wtr/3/4x100 IPS PE tubing 200 PSI		41.93
			4,813.84
Check No:	40980	Check Date: 08/19/2014	
Vendor:	3278	Hub Construction Specialties Inc.	
Z05015747-1	Wtr/ 6 neck shades & 6 vests		76.16
Z05015747-2	PW/ 6 neck shades & 6 vests		76.15
			152.31
Check No:	40981	Check Date: 08/19/2014	
Vendor:	2589	Jerome's Tractor Service	
C-14-468	PW/move in fee/labor		240.00
C-14-469	PW/move in fee/labor		240.00
C-14-470	Air/mow 35 Acre/mow 25 Acre		2,500.00
			2,980.00
Check No:	40982	Check Date: 08/19/2014	
Vendor:	3751	KBFX	
293700-1	Gran Fondo/tv ads		380.00
293704-1	Gran Fondo/tv ads		400.00
			780.00
Check No:	40983	Check Date: 08/19/2014	
Vendor:	1860	Kern County Waste Management Dept.	
180557093	Robinson & F St cleanout/wood scrap		37.50
180557150	Robinson & F St cleanout/wood scrap		37.50
			75.00
Check No:	40984	Check Date: 08/19/2014	
Vendor:	1865	Kern EDC	
5939	CD/public annual invst 7-14 to 6-15		5,000.00
			5,000.00
Check No:	40985	Check Date: 08/19/2014	
Vendor:	3706	Lee Wilson Electric Co. Inc.	
266351	Wtr/Hydrant Meter use		833.08
			833.08
Check No:	40986	Check Date: 08/19/2014	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
31705	PD/metal name tag		10.75
			10.75
Check No:	40987	Check Date: 08/19/2014	
Vendor:	1055	Mercury Graphics	
4529	PD/business cards		56.55
4531	GG/door hangers wtr dept		102.13
			158.68
Check No:	40988	Check Date: 08/19/2014	
Vendor:	0567	Microflex	
1479066-1	Swr/SafeGrip latex exam lg		257.20
1479066-2	Swr/Evol latex exam lg		257.19

			514.39
Check No:	40989	Check Date: 08/19/2014	
Vendor:	0300	Mission Linen & Uniform Service	
140152573		Swr/dust mop & mats	39.30
140153913		Swr/dust mop & mats	39.30
			78.60
Check No:	40990	Check Date: 08/19/2014	
Vendor:	0620	Mountain Gardens Nursery	
57695		Swr/food nutrafin max	17.19
			17.19
Check No:	40991	Check Date: 08/19/2014	
Vendor:	2989	My Fleet Center.com	
18933165		PD/oil service	38.33
18933517		PD/oil service	27.05
18933521		PD/oil service	21.56
			86.94
Check No:	40992	Check Date: 08/19/2014	
Vendor:	0182	P&J Electric Inc.	
4751		Wtr/serv call trouble shoot Wahlstrom well	250.00
4761		Swr/serv call test lift station	250.00
4763		Wtr/trouble shoot White Oak Booster Station	250.00
			750.00
Check No:	40993	Check Date: 08/19/2014	
Vendor:	0689	Pioneer True Value Home Center	
64863		Strts/used clay brick & mason mix	79.31
64864-1		Strts/return used clay brick	-63.86
64864-2		Strts/red clay castaic brick	56.12
			71.57
Check No:	40994	Check Date: 08/19/2014	
Vendor:	1005	Quad Knopf Inc.	
76552		Challenger Dr Exp Proj Constr Staking 7/2014	379.08
			379.08
Check No:	40995	Check Date: 08/19/2014	
Vendor:	1506	San Joaquin Safety Shoes	
63840		Const/work boots/J Sorenson	199.94
			199.94
Check No:	40996	Check Date: 08/19/2014	
Vendor:	3674	Secure On-Site Shredding	
300421002		GG/Acct#300421002/115 South Robinson	35.00
			35.00
Check No:	40997	Check Date: 08/19/2014	
Vendor:	1982	SSD Systems	
1034760-A-1		Air/314 Hays st/burglar alarm serv	36.75
1034760-A-10		GG/115 South Robinson/burglar alarm serv	34.65
1034760-A-11		Air/314 Hayes st/burglar alarm serv	23.10
1034760-A-2		Air/100 Commercial Way/burglar alarm serv	17.33
1034760-A-3		Constr/100 Commercial Way/burglar alarm serv	17.32
1034760-A-4		PW/800 Enterprise Way/burglar alarm serv	46.50

1034760-A-5	Swr/750 Enterprise Way/burglar alarm serv	30.98
1034760-A-6	Wtr/750 Enterprise Way/burglar alarm serv	30.97
1034760-A-7	Swr/750 Enterprise Way/burglar alarm serv	25.73
1034760-A-8	Wtr/750 Enterprise Way/burglar alarm serv	25.72
1034760-A-9	Depot/101 Tehachapi blvd/burglar alarm serv	79.00
		<hr/>
		368.05
Check No:	40998 Check Date: 08/19/2014	
Vendor:	2111 Swift Napa Auto Parts	
818478	PD/car wax bag o rags / TM 03	12.73
		<hr/>
		12.73
Check No:	40999 Check Date: 08/19/2014	
Vendor:	0428 Tehachapi Flower Shop	
9820	GG/green plant/ J parks	62.30
		<hr/>
		62.30
Check No:	41000 Check Date: 08/19/2014	
Vendor:	0429 Tehachapi Valley Healthcare	
315088	Fin/lab- H Thomas	167.41
		<hr/>
		167.41
Check No:	41001 Check Date: 08/19/2014	
Vendor:	3292 Tehachapi Veterinary Hospital	
283453	Kaya/exam/laceration repair & shots	195.08
		<hr/>
		195.08
Check No:	41002 Check Date: 08/19/2014	
Vendor:	0426 Tehachapi-Cummings County Water District	
1128540	Wtr/service chg Median	4.50
12169100	Wtr/water usage Benz Sanitation	214.53
27011700	Wtr/water usage Landscaping	1,349.74
2987100	Wtr/water usage Henway	36.54
43022900	Water usage & serv chg Warrior Park	1,774.55
44203300	Wtr/water usage Chemtool	491.86
848.263	Wtr/water usage & serv chg TUSD	11,206.60
		<hr/>
		15,078.32
Check No:	41003 Check Date: 08/19/2014	
Vendor:	3104 Hilltop Publishers Home of The Loop	
14945	GG/full pg color ad/Vol 2702	400.00
15002	GG/Mountain Fest full pg color ad	400.00
		<hr/>
		800.00
Check No:	41004 Check Date: 08/19/2014	
Vendor:	3579 TransUnion Risk and Alternative	
08012014	PD/person search	8.75
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		8.75
Check No:	41005 Check Date: 08/19/2014	
Vendor:	0447 Underground Service Alert a California Corporat	
14070322	Wtr/annual membership	207.84
		<hr/>
		207.84
Check No:	41006 Check Date: 08/19/2014	
Vendor:	0441 Vulcan Materials Company Western Division	
70434953	Wtr/fuel surchrg/envir fee/buckeye fiber/min loa	410.70

			Check Amount
Check No:	41007	Check Date: 08/19/2014	410.70
Vendor:	0585	Terry J. Warsaw M.D.	
37173C9C		Fin/employment physical/H Thomas	150.00
			150.00
Check No:	41008	Check Date: 08/19/2014	
Vendor:	0476	WITTS Everything for the Office	
133605-0		PD/stapler/tacks	21.46
133666-0		PD/Maxell CD/CD/DVD sleeves	16.43
133767-0		GG/soap/xerox paper	34.04
662270-0		PD/gel wrist rest	23.60
			95.53
Check No:	41009	Check Date: 08/19/2014	
Vendor:	2717	Wondries Fleet Group	
070114-KK		PD/Ford Explorer/TE 27	29,694.23
			29,694.23
Date Totals:			178,286.70
Report Total:			178,286.70

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/27/2014 - 7:36 AM



			Check Amount
Check No:	41010	Check Date: 08/19/2014	
Vendor:	3066	AECOM Technical Services Inc.	
37443549R		CD/Tractor Supply/Eng Svcs	1,679.53
37459996		Event Ctr/Infrastructure proj	7,525.13
37459997		Tomp Elem Imp & Curry Median	387.21
37459999		Freedom Plaza Proj	22,735.39
37460000		Wtr/Snyder Well Intertie Proj	1,202.52
37460001		Mill St Rehab Proj	530.31
37460004		Challenger Dr Const Phase Support	1,487.50
37460006		Swr/Cost Op update	1,260.00
37460733		GG/Eng Svcs 5/10/14-6/30/14	1,470.50
			38,278.09
Check No:	41011	Check Date: 08/19/2014	
Vendor:	0061	BSK Associates	
0070717		Strts/Teh Blvd Rehab Phase II	4,048.00
			4,048.00
Check No:	41012	Check Date: 08/19/2014	
Vendor:	2636	HDWBC	
30363-1		Wtr/PW Access Control Equip	3,695.52
30363-2		Swr/PW Access Control Equip	3,695.51
			7,391.03
Check No:	41013	Check Date: 08/19/2014	
Vendor:	0260	Liebert Cassidy Whitmore	
182114		PD/Graff & Disney Lit-Legal Svcs to 5/31/14	3,143.80
			3,143.80
Check No:	41014	Check Date: 08/19/2014	
Vendor:	1005	Quad Knopf Inc.	
76551		Challenger Dr Exp Proj Constr Staking	2,505.96
			2,505.96
Check No:	41015	Check Date: 08/19/2014	
Vendor:	2837	Tartaglia Engineering	
1		Air/Land Acquisition Prof Svcs 1/1-7/28/14	2,096.50
2		Air/Runway 11-29 Enhan Prof Svcs 1/1-6/30/14	29,569.00
			31,665.50
Date Totals:			87,032.38
Report Total:			87,032.38

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/27/2014 - 7:39 AM



				Check Amount
Check No:	41016	Check Date:	08/19/2014	
Vendor:	UB*01370	Cindy Bonfill		
		Refund Check		121.37
				<hr/> 121.37
Check No:	41017	Check Date:	08/19/2014	
Vendor:	UB*01375	Ryan & Elizabeth Brown		
		Refund Check		119.48
				<hr/> 119.48
Check No:	41018	Check Date:	08/19/2014	
Vendor:	UB*01372	Matthew Fritz		
		Refund Check		77.30
				<hr/> 77.30
Check No:	41019	Check Date:	08/19/2014	
Vendor:	UB*01377	Julie & Todd Haak		
		Refund Check		94.41
				<hr/> 94.41
Check No:	41020	Check Date:	08/19/2014	
Vendor:	UB*01378	Amy & Patrick Martin		
		Refund Check		152.67
				<hr/> 152.67
Check No:	41021	Check Date:	08/19/2014	
Vendor:	UB*01373	Laura & Steven McGinnis		
		Refund Check		28.09
				<hr/> 28.09
Check No:	41022	Check Date:	08/19/2014	
Vendor:	UB*01371	Teresa & Remedios Paz		
		Refund Check		110.84
				<hr/> 110.84
Check No:	41023	Check Date:	08/19/2014	
Vendor:	UB*01376	Safeguard Properties LLC		
		Refund Check		149.59
				<hr/> 149.59
Check No:	41024	Check Date:	08/19/2014	
Vendor:	UB*01374	Onkar Singh		
		Refund Check		17.08
				<hr/> 17.08
				<hr/> 17.08
Date Totals:				<hr/> 870.83

Report Total:

870.83

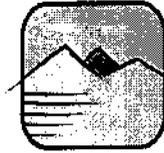
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# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/27/2014 - 7:42 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	41025	Check Date: 08/20/2014	
Vendor:	0372	Southern California Edison	
08022014		Swr/800 Enterprise/5/2-5/27/14	4,493.26
08062014		Swr/800 Enterprise/5/27-6/27/14	8,510.09
08122014		Swr/800 Enterprise/6/27-6/30/14	1,457.16
			14,460.51
Check No:	41026	Check Date: 08/20/2014	
Vendor:	0433	Tehachapi Recycling	
8032014		Recycling Contract Per 12	14,465.64
			14,465.64
Check No:	41027	Check Date: 08/20/2014	
Vendor:	0434	Tehachapi Sanitation	
8012014		Kern County Gate Fees Per 12	14,289.95
8022014		Refuse Contract Per 12	68,050.66
			82,340.61
Date Totals:			111,266.76
Report Total:			111,266.76

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/27/2014 - 7:52 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	41028	Check Date: 08/20/2014	
Vendor:	2243	The Bank of New York Mellon	
252-1805415		RDA 2005 tax alloc-extraord svc fee 7/2014	200.00
			<hr/> 200.00
Check No:	41029	Check Date: 08/20/2014	
Vendor:	0395	The Gas Company	
08122014-1		PD/non-residential heat/220 W C St	36.93
08122014-2		GG/non-residential heat/220 W Tehachapi Blvd	21.85
08122014-3		PD/non-residential heat/129 E F St	20.76
08122014-4		Air/non-residential heat/100 Commercial Way	21.85
08122014-5		Air/non-residential heat/409 Bryan Ct	20.76
			<hr/> 122.15
Check No:	41030	Check Date: 08/20/2014	
Vendor:	2957	Gaston Patterson	
08202014		Reimb/Motorola talkabout 3 pk radios	119.98
			<hr/> 119.98
Check No:	41031	Check Date: 08/20/2014	
Vendor:	0372	Southern California Edison	
08052014		Strts/Hwy 202	31.34
08062014-1		LLD/1002 Applewood St	38.22
08062014-2		LLD/1347 Clasico Dr Ped	35.78
08062014-3		LLD/1115 Alder Ave Ped	25.85
08062014-4		LLD/1415 Alder Ave ped	25.85
08062014-5		Wtr/1299 S Curry St	5,424.85
08062014-6		Strts/Curry St/Walnut	16.41
08062014-7		Wtr/Curry	12,166.78
08072014-1		Swr/000000 Tehachapi Blvd	156.16
08072014-10		Strts/Mill & J St	111.30
08072014-11		Strts/F St E/O Mulberry	264.30
08072014-12		Strts/213 W I St	11.21
08072014-13		Strts/Highline & Curry	16.78
08072014-14		Strts/Mill St S/O E St	11.21
08072014-15		Wtr/Wht Oak Extnd-E-Curry	2,675.95
08072014-16		LLD/311 Sutter St	26.35
08072014-17		LLD/501 1/2 Pinon	25.85
08072014-18		LLD/115 Manzanita Ln	25.51
08072014-19		LLD/180 Valley	25.98
08072014-2		Strts/Tehachapi/Tucker	50.36
08072014-20		Wtr/129 Brentwood Dr	5,057.76
08072014-21		Strts/Tucker / Valley	161.42
08072014-22		Strts/Valley Bl W/O Dennison	408.10
08072014-23		Strts/Goodrick Dr E/O	204.04
08072014-24		Strts/Dennison/Brett Ave	44.50
08072014-25		Strts/800 S Curry St	31.34

08072014-26	Strts/Tehachapi Blvd/Dennison	12.13
08072014-27	Strts/710 W Tehachapi Blvd	160.34
08072014-28	Strts/Curry St S/O Pinon St	16.98
08072014-3	LLD/Pinon St/East	323.94
08072014-4	Strts/101 W Tehachapi Blvd #B	163.39
08072014-5	Strts/101 W F St	266.45
08072014-6	Strts/Tr 2995 Oakwood/Val	7,936.63
08072014-7	Strts/Tucker Rd/Hwy 202	176.68
08072014-8	Strts/Mill & J St	74.13
08072014-9	Strts/Tr 45361 Mullberry AP	55.88
08082014-1	LLD/Mill St/D St	69.10
08082014-10	LLD/Dennison/Pinon St	1,215.75
08082014-11	Strts/Mulberry/Brentwood	72.89
08082014-2	LLD/Manzanite/Green	270.07
08082014-3	LLD/1199 Canyon Dr East	26.35
08082014-4	LLD/1200 S Dennison	25.91
08082014-5	LLD/1202 S Dennison	27.54
08082014-6	LLD/1000 Canyon Dr W	26.28
08082014-7	LLD/409 Bailey Ct	42.52
08082014-8	Swt/755 Steuber Well	194.33
08082014-9	Strts/1300 Goodrick Dr #Z	25.51
08092014-1	Wtr/126 S Snyder Ave	40.56
08092014-2	LLD/115 Manzanita St	26.60
08092014-3	LLD/209 E Highline Rd Ped	25.67
08092014-4	Wtr/NW Cor Anita/Dennison	7,338.16
08122014-1	Swt/800 Enterprise/07/01-07/25/2014	8,742.97
08142014	Wtr/Pinon	2,281.78
08162014	Strts/800 S Curry St #A	47.70

56,759.44

Check No: 41032 Check Date: 08/20/2014  
 Vendor: 0448 Union Bank Corporate Trust Division  
 13790 Admin fees/89-2 Summit Assessment Dist

1,060.00

1,060.00

Date Totals: 58,261.57

Report Total: 58,261.57

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/27/2014 - 8:00 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	41033	Check Date: 08/21/2014	
Vendor:	2111	Swift Napa Auto Parts	
818936		PW/oil, fuel & air filters/solar bat chg & controll	729.14
819024		PW/fuel filter	34.24
			<hr/>
			763.38
			<hr/>
Date Totals:			763.38
			<hr/>
Report Total:			763.38
			<hr/> <hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/25/2014 - 2:43 PM



			Check Amount
Check No:	41034	Check Date: 08/25/2014	
Vendor:	2071	Business Aviation Insurance	
1271		Air/Liability Ins 8/1/14 - 8/1/15	7,350.00
			7,350.00
Check No:	41035	Check Date: 08/25/2014	
Vendor:	2695	Home Depot Credit Services	
1015218		Wtr/20D 4" bright box 5lb	12.92
1015248		Construction/5 gal gas can	20.00
1025018		PW/stud sensor/9V lithium battery	39.71
1025118		LLD/hole plugs/hex hd sms self drilling	9.73
10607		GG/simple green hvy dty clr/BBQ	14.73
10611		Constr/Milw shockwave 3in bit hlder	352.36
10659		Constr/Empire 24" E70 Prof box level	73.68
10736		Air/Diablo 4-1/2x7/8 masonry DC wheel	9.38
2010508		GG/Speedcote ext wh paint/graffiti-lift station	30.24
2015048		Wtr/2x4 20ft std/brt premium doug fir	9.06
2015054		Wtr/zinc clevis grab hook	40.59
20775		Swr/13w hvy dty fluorescent light	58.51
3010601		Strts/sprayer tip/5 in1 painters tool/paint brushes	57.92
3010613		GG/50 gal bags/13 gal kitchen bags	31.11
3010615		PD/STS SPK kits	147.36
3010631		Parks/4-ESC 3.5W (25W) clr blunt med base SW	49.35
3014904		Swr/high velocity floor fan/p2.5q plastic bucket	61.12
4010391		Const/qc socket/pw gun/ext wand/plug/nozzle/pv	157.86
4010395		Air/rubber insl tape/20mil pipe wrap tape/3/4 Ga	30.72
4010399		Const/coupler/set reducer/m plugx fnpt quick cor	28.87
4020113		PW/125V grip plug/25' extension cord/bushing	47.84
4040732		Depot/4-12x20 HW superior allergen/6-12x24 H	178.78
4560157		Wtr/depthfinder 125' steel fish tape	45.42
5010199		Const/galv steel tie pl/rebar/concrete dobies/stak	109.23
5026144		Land/electrical test kit	37.60
7021279		Event Ctr/hex nuts/washers/sawzall torchblde/thu	72.72
7021346		Strts/2-33 Gal trash bags	22.06
7025723		Swr/gray pvc cement/50lb sakrete fast-set concr	21.42
7025881		LLD/2-mason grnd dc/2-masonry DC wheels	12.51
7581345		Swr/4- 1/2 PVC EL 90D	2.24
8010104		Event Ctr/Grey bonding mortar/trowel/concrete	46.02
8014574		Strts/univ elbow/univ tee/swing-joint elbow	6.17
8014600		PD/spot light/1in gal flng/gal nipple	60.14
8014641		NPD/sheet met scr ov hd/clr silicone	6.68
8021165		Adopt a landscape program	3.54
8021183		Swr/2- 4 way Silcock key wrench	17.80
8021195		Swr/2- 3" ext bar 3/8" drive	5.35
8101043		PW/Credit/Lopper	-31.58
8132670		LLD/wasp & hornet killer	6.39
8132672		PW/27"titanium anvil ratchet lopper	52.64
8592932		Event Ctr/turbo diamond blade	15.77

9014514	Strts/Barbed elbow/button dripp/barbed tee	26.21
9020958	Event Ctr/4x4 12GA stdoff post base/4x8 12ft p	68.74
9134680	Air/4-Vigoro mtn granite .5cu ft	19.38
9134690	Air/2-Vigoro mtn granite .5cu ft	9.89
9568299	Wtr/mop/bleach/bucket	13.70

2,111.88

Check No: 41036 Check Date: 08/25/2014  
 Vendor: 0448 Union Bank Corporate Trust Division  
 13813 Admin fees/89-3 Teh Blvd Improvement

1,093.32

1,093.32

Date Totals: 10,555.20

Report Total: 10,555.20

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/27/2014 - 8:02 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	41037	Check Date: 08/26/2014	
Vendor:	0610	Abate-A-Weed Inc.	
608783		Land/holder	16.30
			<hr/> 16.30
Check No:	41038	Check Date: 08/26/2014	
Vendor:	0030	The Bakersfield Californian	
13535688		GG/KBJ 1/2 H 6x6.125	585.00
			<hr/> 585.00
Check No:	41039	Check Date: 08/26/2014	
Vendor:	1285	CA Dept of Corrections and Rehabilitation	
1800256997-1		Strts/Maintenance-CCI Crew-June	5,438.27
1800256997-2		PW/CCI Crew-June	836.66
1800256997-3		Land/CCI Crew-June	836.66
1800256997-4		Air/CCI Crew-June	418.33
			<hr/> 7,529.92
Check No:	41040	Check Date: 08/26/2014	
Vendor:	3363	RSINet	
2148		Air/RSI net data svc April-June	180.00
			<hr/> 180.00
Check No:	41041	Check Date: 08/26/2014	
Vendor:	0524	Scotts Auto Body Inc.	
1140719		Swr/2 Wheel alignment	80.00
			<hr/> 80.00
Date Totals:			<hr/> 8,391.22
Report Total:			<hr/> <hr/> 8,391.22



APPROVED
DEPARTMENT HEAD: <i>TMG</i>
CITY MANAGER: <i>[Signature]</i>

# COUNCIL REPORTS

**MEETING DATE:** September 2<sup>nd</sup>, 2014    **AGENDA SECTION:** AIRPORT MANAGER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** TOM GLASGOW, AIRPORT MANAGER

**DATE:** August 26, 2014

**SUBJECT:** NON-COMMERCIAL HANGAR GROUND LEASE – HANGAR 12E

---

## BACKGROUND

Gerald and Carol Jenkinson currently own hangar 12E located at the Tehachapi Municipal Airport. Their current Non-Commercial Hangar Ground Lease expires on September 30<sup>th</sup>, 2014. The Jenkinson's are requesting a new Non-Commercial Hangar Ground Lease with a term starting on October 1<sup>st</sup>, 2014.

## FISCAL IMPACT

Rental Payment:

\$75.60/month

\$907.20/year

## RECOMMENDATION

Approve the Non-Commercial Hangar Ground Lease for hangar 12E between the City of Tehachapi and Gerald and Carol Jenkinson.

**NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT**

**(Tehachapi Airport) 12E**

**THIS LEASE AGREEMENT**, hereinafter referred to as this "Lease", is made and entered into this **2<sup>nd</sup>** day of **September, 2014**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Gerald Jenkinson and Carol Jenkinson**, hereinafter referred to as "LESSEE".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. PREMISES:**

LESSOR does hereby demise and lease to LESSEE, and LESSEE hereby hires from LESSOR, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly delineated on Exhibit A, attached hereto and by this reference made a part hereof.

**2. TERM:**

The term of this Lease shall be for 20 years, commencing on **October 1<sup>st</sup>, 2014**, and terminating on **October 1<sup>st</sup>, 2034** (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term, whichever applies. In the event LESSEE exercises its option to renew

the Lease, the renewal shall be on the same terms and conditions as described in this Lease except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. **HOLDING OVER:**

In the event LESSEE shall hold over after the term herein granted with the expressed or implied consent of LESSOR, such holding over shall be a tenancy only from month to month at twice the rental rate then charged for noncommercial hangar ground leases; provided, however, that if LESSEE is otherwise in default under this Lease at the time of holding over, nothing herein shall expressly or impliedly cure the default and LESSOR shall have all rights to remedy the default in addition to all rights to the increased monthly rental provided for herein.

4. **RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$75.60** per month payable in advance on the first day of each month commencing **October 1<sup>st</sup>, 2014**. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year.

LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

If the payments required herein are not paid within fifteen (15) days after they become due, then, in addition to such sums are due, LESSEE shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any

action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the use of hazardous materials and equipment, and only in a manner consistent with such regulation.

**7. CONDITION OF PREMISES:**

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent.

**8. SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

**9. ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any

kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

LESSEE shall not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without LESSOR'S prior written consent thereof. LESSEE further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in LESSOR'S opinion are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from LESSOR, LESSOR reserves the right to re-enter the premises and remove them at LESSEE'S expense.

11. **UTILITY EXTENSION OR MODIFICATION:**

LESSEE shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing facilities or any modification of same.

12. **UTILITIES:**

LESSEE agrees to pay during the term of this Lease, or any holding over, all utilities used by LESSEE. The term "utilities" as used herein shall include, but is not limited to, gas, electricity, water, sewer, telephone, and trash and refuse disposal service.

13. **MAINTENANCE:**

LESSEE agrees to provide maintenance, repair, and upkeep on any structures situated on the demised premises and any grounds around the structures in a good, clean, sanitary, and safe condition.

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE.

15. **SALE OR REMOVAL OF IMPROVEMENTS:**

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in

which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new

Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

LESSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county, or city governments which may in any way apply to the use, maintenance, or occupation of, or operations on the demised property.

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of

the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

**18. INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

**19. WORKERS COMPENSATION:**

LESSEE agrees to observe and obey the Workers' Compensation Act of the State of California as from time to time amended, and will indemnify and save and hold harmless LESSOR from any and all liability hereunder.

**20. LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of

LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

(a) shall expressly name LESSOR, Council persons, agents, officers, and employees as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance LESSOR possesses, and any other insurance that LESSOR may possess shall be considered excess insurance only; and

(c) shall contain a Severability of Interest or cross liability clause, which is to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

(d) shall not be subject to cancellation and/or coverage reduction without thirty (30) day's prior written notice to LESSOR.

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

**21. TAXES AND ASSESSMENTS:**

LESSEE agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by LESSEE under the terms of this Lease. Providing further, that LESSEE is aware that certain possessory interests may be created by entering into this Lease and that LESSEE will be subject to the payment of property taxes levied on such interests.

**22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES**

**GOVERNMENT:**

This Lease shall be subordinate to the provisions and requirements of any existing or future agreements between the LESSOR and the United States relative to the development, operation or maintenance of the Airport.

**23. AERONAUTICAL RESTRICTIONS:**

(a) There is hereby reserved to LESSOR for the use and benefit of the public a right of flight for the passage of aircraft in the air space above the surface of the demised premises. This public right of flight shall include the right to cause in said air space any noise inherent in the lawful operation of any aircraft used for navigation or flight through the said air space or landing at, taking off from, or operation on the Tehachapi Airport.

(b) LESSEE shall not erect or permit the erection of any structure, building, or object of natural growth or other obstructions on the demised premises above the maximum elevation permitted by the Federal Aviation Administration. In the event the aforesaid covenant is breached, same shall be deemed a nuisance and a material breach of this Agreement and City shall have all rights described under Paragraph 6 (b) to abate the nuisance and City shall have all other rights and remedies available at law

or in equity.

(c) LESSEE shall not make use of the demised premises in any manner, which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, LESSOR reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of LESSEE.

(d) LESSOR reserves the right to further develop or improve the landing area at the Tehachapi Airport as it sees fit regardless of the desires or views of LESSEE, and without interference or hindrance.

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

(f) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

**24. SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, which consent shall not be

unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed, or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

**25. RIGHT OF INGRESS AND EGRESS:**

LESSEE shall have the reasonable right-of-way over property owned and controlled by LESSOR for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other LESSEE'S or licenses or LESSOR the airplane landing field adjacent to the demised premises. None of these rights are exclusive but shall be exercised in common with and subject to possible similar rights of other users of the airport. All the forgoing is subject to such reasonable rules and regulations as the LESSOR or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

**27. WAIVER OF BREACH:**

The waiver by LESSOR of any breach by LESSEE of any provision contained herein shall not be deemed to be a continuing waiver of such provision, or a waiver of any other prior or subsequent breach thereof, or a waiver or any breach of any other provisions contained herein.

**28. BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE in any manner, in whole or part, of its quiet enjoyment of the demised premises or its right to utilize them fully as described in Paragraph 6 hereof, or of its rights of ingress and egress described in Paragraph 25 hereof, LESSEE shall not be obligated to LESSOR for any rental payments otherwise due and payable for the period of such breach.

**29. NEGATION OF PARTNERSHIP:**

LESSOR shall not become or be deemed a partner or joint venture with LESSEE or in any other relationship with LESSEE other than that of landlord and tenant by reason of the provisions of this Lease nor shall LESSEE for any purpose be considered an agent, officer, or employee of LESSOR.

**30. SURRENDER OF PREMISES:**

On the last day of the term, or extension thereof, or sooner termination of this Lease, and subject to the rights and remedies of LESSOR and LESSEE described in Paragraph 15 hereof, LESSEE shall peaceably and quietly leave, surrender and yield up to the LESSOR the demised premises in as good condition and repair as at the commencement of LESSEE'S occupancy, reasonable wear and tear thereof excepted.

**31. ENTIRE AGREEMENT:**

This Lease contains all agreements of the parties with respect to the subject matter described herein. No prior agreements or understandings whether oral or in writing pertaining to any such matter shall be effective or of any force or effect.

**32. VENUE AND GOVERNING LAW:**

This agreement is made, entered into and is to be performed in Kern County, California. This Lease shall be governed by and construed in accordance with the laws of the State of California.

**33. COVENANTS AND CONDITIONS:**

Each provision of this Lease performable by LESSEE shall be deemed both a covenant and a condition.

**34. TIME OF THE ESSENCE:**

Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Lease.

**35. SEVERABILITY:**

If any provision of this Lease is determined by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall in no way be affected thereby and same shall remain in full force and effect.

**36. AUTHORIZED AGENT OF LESSOR:**

The City Manager of the City of Tehachapi is the duly authorized agent of LESSOR for purposes of this Lease, and as to any obligations assumed herein by LESSEE, they shall be performed to the satisfaction of the City Manager.

**37. NOTICES:**

All notices required or permitted under this Agreement or at law shall be deemed to be given when personally served on the party to be noticed or when deposited in the United States mail, Registered or Certified, postage prepaid and addressed as follows:

TO LESSOR: City Manager  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, Ca. 93561

TO LESSEE: Gerald Jenkinson  
Carol Jenkinson  
24130 San Juan  
Tehachapi, CA 93561

(661) 331-2779  
jjranch@sbcglobal.net

Any party may change its or their address by providing notice of same in the manner herein prescribed.

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

LESSEE acknowledges its understanding that the law of the State of California authorizes LESSOR to record this Lease or a memorandum of same. In that regard, LESSEE agrees to execute a memorandum of this Lease for the purposes of recordation in such reasonable form and content as may be proposed by Lessor.

43. **COUNTERPARTS:**

This Lease may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Lease to constitute one integrated agreement which is as fully effective and binding as if the entire Lease had

been signed at one time.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR:

LESSEE:

CITY OF TEHACHAPI

By: \_\_\_\_\_  
**PHIL SMITH**  
Mayor of the City of Tehachapi, California

By: \_\_\_\_\_  
**Gerald Jenkinson**

By: \_\_\_\_\_  
**Carol Jenkinson**

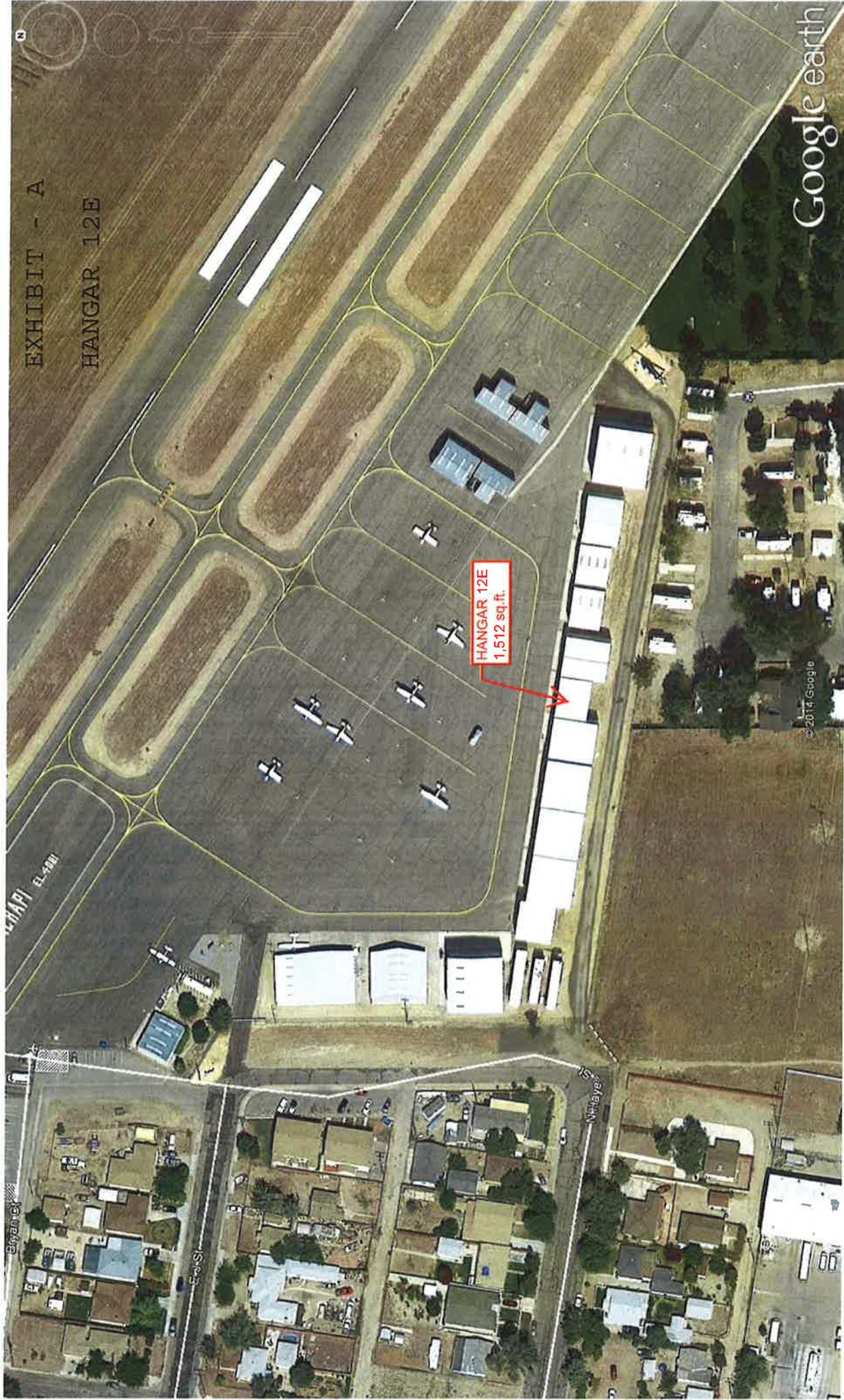


EXHIBIT - A  
HANGAR 12E

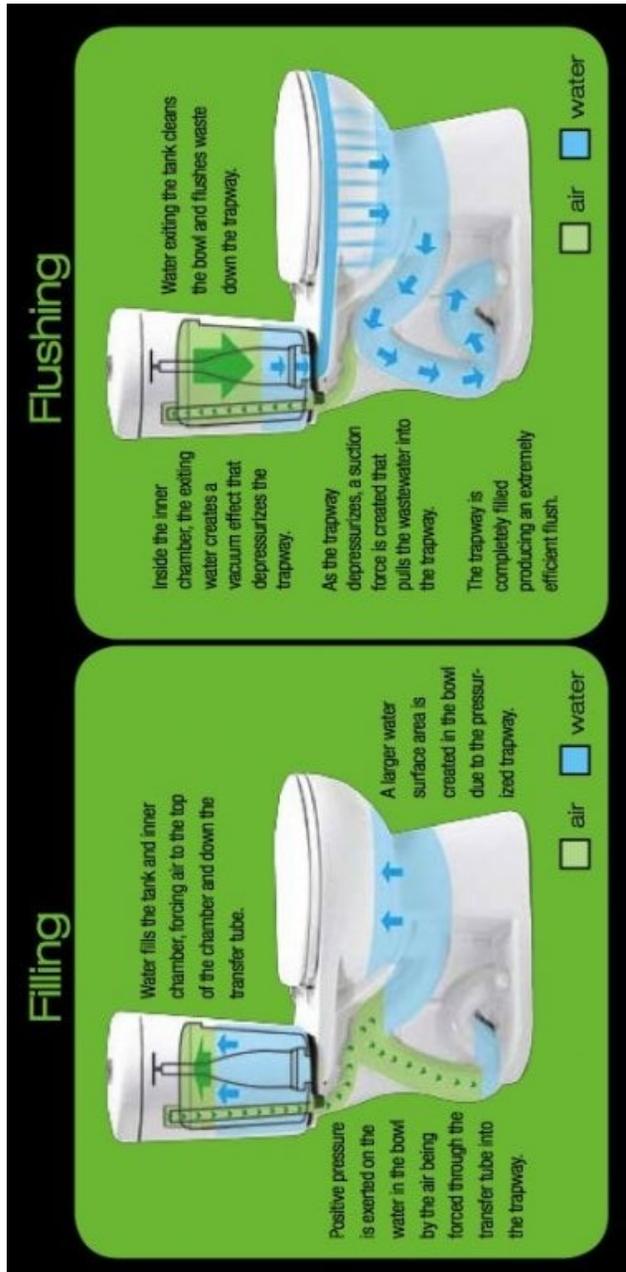
HANGAR 12E  
1,512 sq. ft.

Google earth

© 2014 Google

# THE NIAGARA STEALTH TOILET

## 0.8 GALLONS PER FLUSH



### Requirements to Participate

You must be a City of Tehachapi water customer.

You must be the owner of the single-family home, townhome, condominium, or manufactured home in which the toilet(s) will be replaced

Your home must have been built before 1992.

Your bathroom(s) and sewer pipes must be in reasonable condition. For example, no rotting floorboards. If your current toilet clogs regularly because of existing sewer pipe problems, a low flow toilet could make clogging worse.

You will be receiving the Niagara Stealth 0.8 gallon per flush toilet. Exceptions can be made if:

- The old toilet had a large base and installation of the Stealth would leave discolored tile exposed.
- A shelf or counter above the old toilet is too low to allow installation of the Stealth.
- Other conditions determined by the contractor.

Low flow showerheads and faucet aerators will be installed with your agreement.



State Law requires that homeowners install low flow plumbing fixtures by January 1, 2017.

## TEHACHAPI LOW FLOW TOILET DIRECT INSTALL PROGRAM



**REPLACE YOUR OLD WATER  
WASTER TOILET WITH A  
NEW LOW FLOW TOILET**

**SPONSORED BY:  
CITY OF TEHACHAPI AND  
TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT**



Mail to: TCCWD TOILET INSTALL PROGRAM  
PO BOX 326  
TEHACHAPI, CA 93581

## OLDER SINGLE FAMILY HOMES ARE REQUIRED TO HAVE LOW FLOW PLUMBING FIXTURES BY JANUARY 1, 2017

## LOW FLOW TOILET DIRECT INSTALL PROGRAM DETAILS

YES - I WANT A NEW LOW FLOW TOILET! I have read the program requirements and understand I will be making an appointment to have a Contractor come to my home and install low flow toilet(s).

My home is older than 1992.

NAME \_\_\_\_\_

ADDRESS IN TEHACHAPI \_\_\_\_\_

Apartment or Unit Number

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

NUMBER OF TOILETS \_\_\_\_\_

Senate Bill 407 was passed in 2009. The deadlines it established are coming up fast. Section 1101.4(b) requires that property owners of single family residential real property replace high flow plumbing fixtures (toilets, faucets, and showerheads) with water conserving fixtures on or before January 1, 2017. Participating in this direct install program will bring you into compliance with this state law.

The Direct Install Program is funded to replace 1000 toilets. SIGN UP TODAY!

### WHEN WILL I BE CONTACTED?

The Direct Install program will start up in October 2014. Send in the application and reserve your toilets today!

### SOUND TOO GOOD TO BE TRUE?

Tehachapi-Cummings County Water District has received a grant from the State Department of Water Resources to provide low flow toilets and installation to City of Tehachapi water customers. You could say this is your tax dollars at work.

### QUESTIONS? COMMENTS? Contact:

Liz Block, TCCWD Water Conservation Coordinator at 661-822-5504 or lblock@tccwd.com.

### WHAT IS INCLUDED

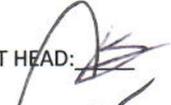
- Up to two (2) low flow toilets
- Wax ring and other installation parts
- **Installation**
- Up to two (2) low flow showerheads and faucet aerators
- Check the house for leaks
- Information about what it takes to fix the leaks

### **TOTAL COST TO YOU IS \$0.00**

You just need to be able to make an appointment with the contractor and be home when they install the toilet(s).



APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014 AGENDA SECTION: POLICE DEPARTMENT

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** KENT KROEGER, POLICE CHIEF

**DATE:** AUGUST 27, 2014

**SUBJECT:** POLICE DEPARTMENT FEE SCHEDULE

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## BACKGROUND

As the Council is aware, all fees must be set and adopted by resolution. It has come to my attention in the last month that many of the fees at the Police Department have not been officially set by Council. In order to remedy this the following fee schedule is being proposed:

Copy of Report	\$7.00
Vehicle Release	\$100.00
Color Copies/Photos	\$0.45 per page
Copies	\$0.20 per page
Documents/Photos on CD	\$5.00

## RECOMMENDATION

Adopt a Resolution establishing a processing fee for various police services.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI  
ESTABLISHING A PROCESSING FEE FOR VARIOUS POLICE SERVICES**

WHEREAS, the Chief of Police has determined that a processing fee for various services should be charged to reimburse City for its costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi that the following processing fees are hereby established for services performed by the Police Department.

Copy of Report	\$7.00
Vehicle Release	\$100.00
Color Copies/Photos	\$0.45 per page
Copies	\$0.20 per page
Documents/Photos on CD	\$5.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 2<sup>nd</sup> day of September, 2014 by the following vote:

AYES: COUNCILMEMBERS: \_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PHIL SMITH, Mayor  
of the City of Tehachapi, California

ATTEST:

---

DENISE JONES  
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on September 2, 2014.

---

DENISE JONES  
City Clerk of the City of Tehachapi, California



APPROVED
DEPARTMENT HEAD: <u>[Signature]</u>
CITY MANAGER: <u>[Signature]</u>

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014    AGENDA SECTION: CITY ENGINEER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E.

**DATE:** AUGUST 26, 2014

**SUBJECT:** ANTELOPE RUN BIKE PATH EASEMENTS TRANSFER AGREEMENT AMENDMENT FROM TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT TO THE CITY OF TEHACHAPI

---

## BACKGROUND

As the Council will recall, in July 2013, the City took possession of several bike path easements within Antelope Run from the Tehachapi-Cummings County Water District. This bicycle and pedestrian facility is active and open to the public running the length of Antelope Run from north of Highline Road to Tehachapi Boulevard. The current path is surfaced with decomposed granite. Parallel to this effort, the City has been working with the County of Kern Roads Department to aid them in the execution of a grant to pave a portion of this path. During the development of the design documents, it was determined that a revised alignment adjacent to the south end of the path would be advantageous. This revised alignment necessitates an additional easement from TCCWD to the City of Tehachapi. The TCCWD Board has already approved the below action.

## RECOMMENDATION

The original transfer of bike path easements from TCCWD to the City of Tehachapi was accomplished by way of agreement. As such, an amendment to this agreement is sufficient to convey this additional easement to the City.

**ACCEPT THE PROPOSED BIKE PATH EASEMENT AND APPROVE THE MAYOR TO SIGN THE TRANSFER AGREEMENT AMENDMENT.**

**FIRST AMENDMENT TO  
ANTELOPE RUN PUBLIC BIKE AND  
PEDESTRIAN PATH MASTER AGREEMENT**

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("District"), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), and CITY OF TEHACHAPI ("City"), a California municipal corporation, hereby enter into this FIRST AMENDMENT ("First Amendment") effective as of August \_\_, 2014 with respect to the following facts.

**BACKGROUND**

WHEREAS, the District and the City are parties to that certain Antelope Run Public Bike and Pedestrian Path Master Agreement (the "Agreement"); and

WHEREAS, the Agreement contemplated that the Bike Path would include the Easements granted and assigned pursuant to the Agreement, including an easement over a portion of the parcel referred to in the Agreement as Parcel C; and

WHEREAS, the parties now wish to extend the Bike Path to include an additional portion of Parcel C, and

WHEREAS, the District desires to grant an easement and the City wishes to accept a grant of an easement on, over, under, across and through an additional portion of Parcel C for the purpose of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth in the Agreement. The area of Parcel C on which the additional easement is located is legally described in **Exhibit F** attached hereto; and

WHEREAS, the parties wish to amend the Agreement to reflect the foregoing recitals, as more particularly set forth below;

**AGREEMENT**

NOW, THEREFORE, the District and the City hereby agree as follows:

1.00 Additional Easement. The District and the City shall execute the Easement in substantially the form attached hereto as **Exhibit G** for the additional easement on Parcel C ("Additional Easement"). The District shall convey the Additional Easement to the City concurrent with its execution of this First Amendment. The City shall accept the foregoing subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the District, conditions and encumbrances of any kind or description which affect or relate to the Additional Easement.

2.00 Amendment of Definition of the term "Easements." The term "Easements" as used in the Agreement and in this First Amendment is hereby amended to refer to and include the Additional

Easement to be granted pursuant to this First Amendment and the easements that were granted and assigned pursuant to the Agreement.

3.00 Amendment of Section 2. The Agreement is amended by adding a new Subparagraph (c) to Section 2 of the Agreement as follows:

(c) Transfer of Ownership of Additional Easement Portion of Bike Path.

District hereby transfers all of its right, title, and interest in and to the portion of the Bike Path located on the Additional Easement to the City and the City hereby accepts same pursuant to the terms and conditions of this Agreement and the Additional Easement.

4.00 Amendment of Section 4. Section 4 of the Agreement is hereby amended to read as follows:

This Agreement, the Easements, the Assignment and the First Amendment contain the entire agreement between the District and the City with respect to the Bike Path and Flood Control Facilities and supersede any other agreement, whether written or oral, between the District and the City relating to the same subject. Any prior representations, promises, or the like that are not contained in this Agreement, the Easements, the Assignment or the First Amendment shall be of no force or effect.

5.00. Scope. Except as amended hereby, the Agreement remains in full force and effect.

6.00 Authority. Each person who executes this First Amendment on behalf of the City or the District hereby represents and warrants that (a) the party on whose behalf he or she executes this First Amendment has authorized the execution of this First Amendment, and (b) he or she is authorized to execute this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT, a county water district

CITY OF TEHACHAPI, a California  
municipal corporation

By: Harry M. Cowan  
Harry M. Cowan, President, Board of Directors

By: \_\_\_\_\_  
PHILIP A. SMITH, Mayor

**EXHIBIT F**

**EXHIBIT "F"**  
**[Legal Description of Additional Easement Affecting Parcel C]**

**EXHIBIT "A"**  
**Description for a Public Bike and Pedestrian Path**

A 20.00 foot wide strip of land lying in that certain parcel of land described in Grant Deed recorded in Book 4321 at Page 266 of Official Records as shown on Record of Survey recorded in Record of Survey Book 14 at Page 92 in the Office of the Recorder, County of Kern, State of California, lying within the Southwest Quarter of Section 29, Township 32 South, Range 33 East, M.D.M. lying 10.00 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Section 29, thence N00°25'41"E along the West line of said Section 29, a distance of 1506.43 feet to a point on the South line of the 20.00 foot wide public bike and pedestrian path as described and recorded in Document Number 0213128258 of Official Records; thence along said South line the following three (3) courses:

1. S86°46'00"E a distance of 128.01 feet to a point that lies 17.50 feet North of as measured at right angles to the South line of that parcel described in said Book 4321, Page 266, and shown on said Record of Survey Map;
2. Thence N89°52'33"E parallel with said South line a distance of 197.25 feet to the beginning of a 59.99 foot radius tangent curve concave to the Northwest;
3. Thence Northeast along said curve through a central angle of 33°33'41" a distance of 35.14 feet to the True Point of Beginning;

thence N89°52'33"E parallel with said South line a distance of 54.02 feet to the beginning of a 30.00 foot radius tangent curve concave to the Northwest; thence East and North along said curve through a central angle of 105°29'43" a distance of 55.24 feet; thence N15°37'09"W a distance of 17.82 feet to the beginning of a 194.88 foot radius tangent curve concave to the East; thence North along said curve through a central angle of 56°06'01" a distance of 190.81 feet; thence N40°28'52"E a distance of 22.14 feet to the beginning of a 100.00 foot radius tangent curve concave to the West; thence North along said curve through a central angle of 41°54'12" a distance of 73.13 feet; thence N01°25'20"W a distance of 190.39 feet to the beginning of a 73.47 foot radius tangent curve concave to the Southeast; thence Northeast along said curve through a central angle of 90°46'51" a distance of 116.41 feet; thence N89°21'31"E a distance of 397.10 feet to the beginning of a 255.57 foot radius tangent curve concave to the South; thence East along said curve through a central angle of 40°27'09" a distance of 180.44 feet; thence S50°11'20"E a distance of 230.69 feet to the beginning of a 280.78 foot radius tangent curve concave to the Southwest; thence Southeast along said curve through a central angle of 19°33'32" a distance of 95.85 feet; thence S30°37'48"E a distance of 124.30 feet to the beginning of a 120.56 foot radius tangent curve concave to the North; thence Southeast along said curve through a central angle of 91°41'20" a distance of 192.93 feet; thence N57°40'52"E a distance of 21.55 feet to the beginning of a 50.00 foot radius tangent curve concave to the South; thence Southeast along said curve through a central angle of 88°43'07" a distance of 77.42 feet; thence S33°36'02"E a distance of 79.57 feet to the beginning of a 58.83 foot radius tangent curve concave to the Northeast; thence Southeast along said curve through a central angle of 56°31'25" a distance of 58.04 feet; thence N89°52'33"E a distance of 4.46 feet to a point on the East line of the parcel of land described in said Book 4321 at Page 266 of Official Records as shown on the Record of Survey recorded in Record of Survey Book 14 at Page 92 in the Office of the Kern County Recorder, said point lies N00°25'41"E a distance of 7.50 feet from the

Northwest Corner of Tract No. 2578 recorded in Record of Survey Book 8 at Page 126 in said Recorders Office.

The side lines of the above described strip of land are to be lengthened or shortened to terminate in the East line of the parcel described in Document 0213128258 of Official Records, and in the East line of the Parcel described in Book 4321, at Page 266 of Official Records.

Containing 1.00 Acres more or less.



*Wiley D. Hughes*  
Wiley D. Hughes LS 3779

*8/8/14*  
Date

# EXHIBIT "B"

BEING A PORTION OF SECTION 29, T.32S., R33E., M.D.M.,  
KERN COUNTY, CALIFORNIA

WEST 1/4 CORNER OF  
SECTION 29, T.32S.,  
R.33E., M.D.M.

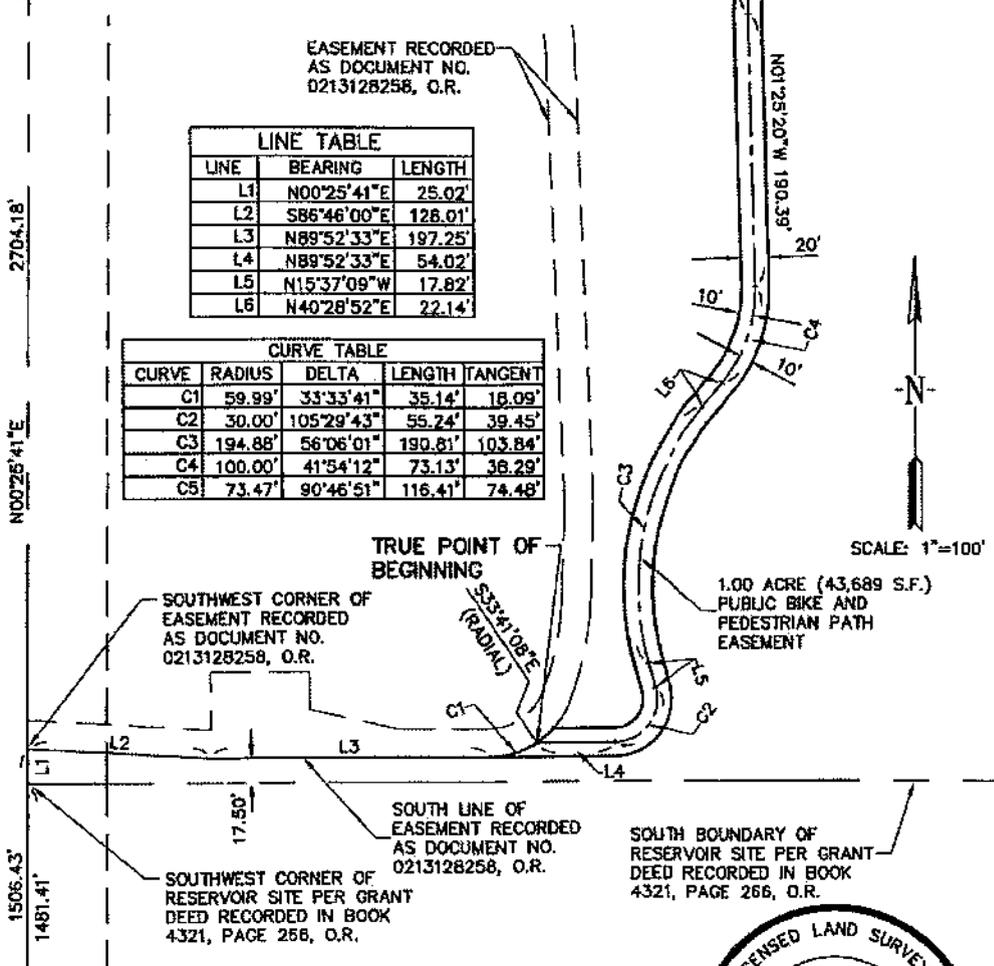
N89°21'31"E  
397.10'

SEE SHEET 2

EASEMENT RECORDED  
AS DOCUMENT NO.  
0213128258, O.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°25'41"E	25.02'
L2	S86°46'00"E	128.01'
L3	N89°52'33"E	197.25'
L4	N89°52'33"E	54.02'
L5	N15°37'09"W	17.82'
L6	N40°28'52"E	22.14'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	59.99'	33°33'41"	35.14'	18.09'
C2	30.00'	105°29'43"	55.24'	39.45'
C3	194.88'	56°06'01"	190.81'	103.84'
C4	100.00'	41°54'12"	73.13'	38.29'
C5	73.47'	90°46'51"	116.41'	74.48'



SCALE: 1"=100'

SOUTHWEST CORNER OF  
EASEMENT RECORDED  
AS DOCUMENT NO.  
0213128258, O.R.

1.00 ACRE (43,689 S.F.)  
PUBLIC BIKE AND  
PEDESTRIAN PATH  
EASEMENT

TRUE POINT OF  
BEGINNING

SOUTH LINE OF  
EASEMENT RECORDED  
AS DOCUMENT NO.  
0213128258, O.R.

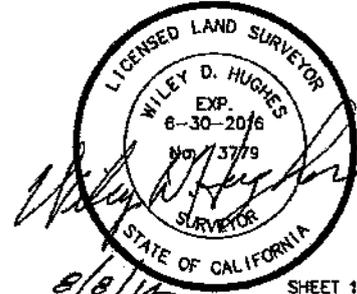
SOUTH BOUNDARY OF  
RESERVOIR SITE PER GRANT  
DEED RECORDED IN BOOK  
4321, PAGE 266, O.R.

SOUTHWEST CORNER OF  
RESERVOIR SITE PER GRANT  
DEED RECORDED IN BOOK  
4321, PAGE 266, O.R.

1506.43'  
1481.41'

SOUTHWEST CORNER OF  
SECTION 29, T.32S.,  
R.33E., M.D.M.

POINT OF  
COMMENCING



SHEET 1 OF 3

# EXHIBIT "B"

BEING A PORTION OF SECTION 29, T.32S., R33E., M.D.M.,  
KERN COUNTY, CALIFORNIA

NORTHEASTERLY  
BOUNDARY OF  
RESERVOIR SITE PER  
GRANT DEED RECORDED  
IN BOOK 4321, PAGE  
266, O.R.

SEE SHEET 1

N89°21'31"E  
397.10'

C6

S50°11'20"E

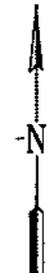
230.69'

1.00 ACRE (43,689 S.F.)  
PUBLIC BIKE AND  
PEDESTRIAN PATH  
EASEMENT

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C6	255.57'	40°27'09"	180.44'	94.16'
C7	280.78'	19°33'32"	95.85'	48.40'

C7

SEE SHEET 3



SCALE: 1"=100'

SOUTH BOUNDARY OF  
RESERVOIR SITE PER GRANT  
DEED RECORDED IN BOOK  
4321, PAGE 266, O.R.

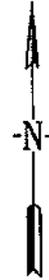


SHEET 2 OF 3

# EXHIBIT "B"

BEING A PORTION OF SECTION 29, T.32S., R33E., M.D.M.,  
KERN COUNTY, CALIFORNIA

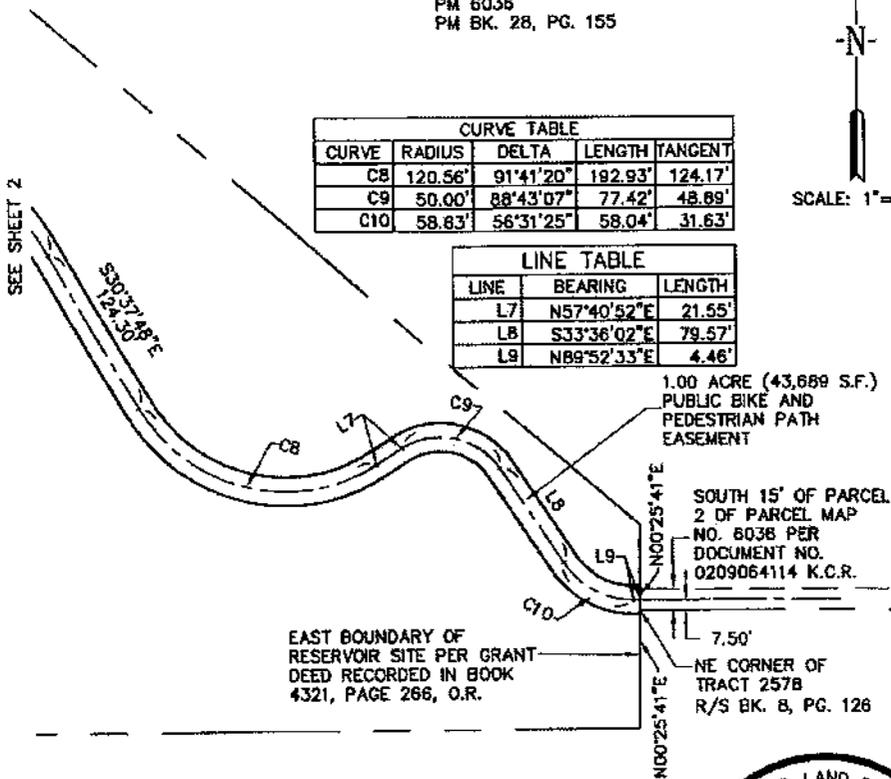
PM 6036  
PM BK. 28, PG. 155



SCALE: 1"=100'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C8	120.56'	91°41'20"	192.93'	124.17'
C9	50.00'	88°43'07"	77.42'	48.69'
C10	58.83'	56°31'25"	58.04'	31.63'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N57°40'52"E	21.55'
L8	S33°36'02"E	79.57'
L9	N89°52'33"E	4.46'



8/8/14

SHEET 3 OF 3

**EXHIBIT "G"**  
**[Form of Additional Easement without exhibits]**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

┌  
City of Tehachapi  
Attention: City Engineer  
115 South Robinson Street  
Tehachapi, California 93561  
└

SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

**EASEMENT AGREEMENT AFFECTING PARCEL C  
FOR PUBLIC BIKE AND PEDESTRIAN PATH**

The undersigned grantor declares that no documentary transfer tax is due. See section 9015(b) of the real Property Transfer Tax Ordinance of the County of Kern (conveyance from one governmental entity to another).

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("Grantor"), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), and CITY OF TEHACHAPI ("Grantee"), a California municipal corporation, hereby enter into this EASEMENT AGREEMENT ("Easement") effective as of \_\_\_\_\_, 2014 with respect to the following facts.

**BACKGROUND**

A. The Grantor is the fee simple owner of certain real property referred to herein as Parcel C, located in the City of Tehachapi, California, consisting of APN 417-011-13.

B. A portion of a public bike and pedestrian path ("Bike Path") is located on Parcel C. The Grantor previously granted and the Grantee previously accepted a grant of easement on, over, under and across a portion of Parcel C for purposes of constructing, operating, maintaining, repairing and replacing the Bike Path.

C. The Grantor desires to grant and the Grantee wishes to accept a grant of easement on, over, under and across another portion of Parcel C for the purposes of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, the Grantor and the Grantee hereby agree as follows:

**ARTICLE I.  
INTERPRETATION OF EASEMENT**

1.00. Introduction.

The rules of interpretation contained in this Article I shall govern the interpretation of this Easement.

1.01. Definitions.

The words and phrases defined in Article II hereof shall govern the interpretation of this Easement.

1.02. Applicable Law.

The Laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Easement.

1.03. Amendment of Easement.

This Easement may not be modified, changed, altered, amended or otherwise revised except by a written amendment duly executed by all parties.

1.04. Statutory Rules of Interpretation.

The parties agree that both parties participated in drafting this Agreement, and any interpretation of this Agreement or any provisions herein shall be made without regard to which of the parties drafted this Agreement or any provision herein, and there shall be no presumption that any ambiguity is to be resolved against either party as the drafting party.

1.05. Statutory Presumptions Regarding Permitted Use.

No Law which creates a presumption that a particular use includes or excludes other uses shall be applied to expand or limit the Permitted Use, as that term is defined in Article II, unless the Law creates a conclusive presumption.

1.06. Opinions and Determinations.

Except as may be otherwise provided in this Easement, where any term of this Easement provides for action to be based on the opinion, judgment, approval, consent, review, certification, or determination of a party, such term shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.

1.07. Waiver.

The waiver by either the Grantor or the Grantee, or both, of any right with respect to a default or any other matter arising under this Easement shall not constitute or be construed as constituting a waiver with respect to any other default or matter or to be a continuing waiver.

1.08. Exhibits.

All exhibits referred to in this Easement are hereby incorporated by reference as if fully set forth in this Easement.

1.09. Captions.

The captions of articles and sections of this Easement do not define the scope, meaning or intent of this Easement and are not a part of this Agreement and shall not be considered in interpreting this Agreement.

**ARTICLE II.  
DEFINITIONS**

2.00. Easement.

"Easement" means this Easement Agreement.

2.01. Easement Area.

"Easement Area" means a twenty-foot wide right-of-way located on Parcel C. The Easement Area is described and depicted in **Exhibits A and B** attached hereto.

2.02. Flowage Easement.

"Flowage Easement" means various flowage and drainage easements and fee flood channel parcels owned by the Grantor extending from the Southwest Quarter of Section 29, Township 32 South, Range 33 East, proceeding northerly to the right-of-way of the Union Pacific Railroad at Tehachapi Creek in the Northwest Quarter of Section 20, Township 32 South, Range 33 East, M.D.&M.

2.03. Effective Date.

"Effective Date" means August \_\_, 2014.

2.04. Grantee.

"Grantee" means the City of Tehachapi, a California municipal corporation.

2.05. Grantee's Address.

"Grantee's Address" means City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

2.06. Grantor.

"Grantor" means Tehachapi-Cummings County Water District, a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.).

2.07. Grantor's Address.

"Grantor's Address" means Tehachapi-Cummings County Water District, P.O. Box 326, Tehachapi, CA 93561.

2.08. Law.

"Law" means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other action of any municipal, county, state, federal, or other government or authority having jurisdiction over the Grantor, the Grantee, or the Easement Area at any time during the Term of this Easement.

2.9. Litigation.

"Litigation" means any action at law, in equity, or otherwise, any arbitration or bankruptcy proceeding, or any appellate proceeding.

2.10. Official Records.

"Official Records" means the Official Records of the Recorder of the County of Kern, State of California.

2.11. Permitted Use.

"Permitted Use" means use of the Easement Area as is necessary, desirable or advisable for the following purposes:

- A. constructing, operating, maintaining, repairing and replacing the Bike Path, including landscaping and installation of utilities, so long as said improvements are located within the Easement Area and do not impair the Grantor's water conveyance and flood control facilities, including underground pipes, utilities and irrigation system; and
- B. vehicular and pedestrian ingress and egress by the City, its employees, successors, assigns, contractors, guests and invitees for the purposes identified in the above subsection A of this section 2.11.

2.12. Term.

"Term" means the duration of this Easement set forth in Section 3.03 hereof.

**ARTICLE III.  
SPECIAL PROVISIONS**

3.00. Grant of Easement.

The District hereby grants an easement and right-of-way on, over, under and across the Easement Area for so long as the Easement Area is used for the Permitted Use, subject to all matters and encumbrances of record affecting Parcels A, B and C and on the terms and conditions set forth in this Agreement.

3.01. Nature of Easement.

This Easement is a non-exclusive easement in gross.

3.02. Assignment.

The Grantee shall not have the right to assign this Easement, in whole or in part, by consent, operation of law, or otherwise, to any person without the prior written consent of the Grantor.

3.03. Term.

This Easement will be an easement in perpetuity for the benefit of the City, its successors and assigns.

3.04. Litigation Expenses.

The prevailing party in any Litigation relating to this Easement or arising from the failure or claimed failure of any party to perform any obligation under this Easement shall be entitled to recover from the non-prevailing party all of its reasonably-incurred Litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

3.05. Venue.

The venue for any action or proceeding filed by any party to this Easement in any court, except a proceeding under the Bankruptcy Act (11 U.S.C., § 101, *et seq.*), shall be the Superior Court of the State of California in and for the County of Kern.

**ARTICLE IV.  
GENERAL PROVISIONS**

4.00. Acknowledgment of Grantor's Title.

Grantor is the owner of Parcel C pursuant to a Grant Deed recorded on September 26, 1969 in Book 4321 at Page 266 of the Official Records. Grantee hereby recognizes the Grantor's title to Parcel C, and shall never assail or resist the Grantor's title. The Grantor

conveys the Easement and right of way only to the extent of its respective right, title and interest therein.

4.01. Easement Subject to Existing Right of Others.

The Grantee's rights under this Easement are subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the Grantor, conditions and encumbrances of any kind or description which affect or relate to Parcel C.

4.02. Acceptance of Condition of Easement Area.

The Grantee acknowledges that it has inspected the condition of the Easement Area and all other portions of Parcel C that it may have a right to use under the terms of this Easement and accepts such property as is.

4.03. Grantor's Reserved Rights.

The Grantor reserves the right to use Parcel C or any portion thereof, including the Easement Area, for any purpose so long as such use does not unreasonably interfere with the Easement.

4.04. Location of Facilities.

Except in the case of an emergency, no less than 48 hours prior to performing any construction, maintenance, repair or replacement work on the Bike Path, Grantee shall notify Grantor by telephone to (661) 822-5504 of the location of said proposed work. In the event of an emergency, such notice shall be provided to the Grantor by as soon as reasonably possible. Grantor shall identify and mark for the Grantee the location of Grantor's facilities in the area of the proposed work. In the event any Grantor facility that was marked is damaged, City shall be solely responsible for repairing said damage.

4.05. Operation, Maintenance and Repair of the Bike Path.

The Grantee, at its expense, may pave and landscape the Bike Path, and shall operate, maintain and repair the Bike Path so that the Bike Path is maintained in a safe condition and in accordance with any other standards contained in this Easement to avoid any adverse impact to Parcel C.

4.06. Liens.

Grantee's operation, maintenance, repair, and construction of the Bike Path from the date hereof shall be at Grantee's sole cost and expense and Grantee shall maintain the Easement free and clear of all liens resulting from the foregoing.

4.07. Indemnity.

A. The City hereby agrees that it will indemnify, defend, and hold harmless the District and its officers, directors, employees, successors and assigns, and each of them, from and

against any liability or any claim arising out of or relating to the Bike Path or the acts or omissions of City accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District. The City acknowledges and agrees that its indemnification will apply irrespective of whether the City assigns its rights, title and interest to the Easements.

B. District hereby agrees that it will indemnify, defend, and hold harmless the City, its respective officers, Councilmembers, employees, successors, and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path, the Easements, or the acts or omissions of the District accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District.

4.08. Compliance With the Law.

The Grantee shall at all times comply with the Law.

4.09. Successors and Assigns.

Except as otherwise provided in section 3.02 hereof, this Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee and all covenants shall apply to and run with the land.

4.10. Grantor's Remedies for Grantee's Breach of Easement.

Grantee shall not be in default in the performance of any of its obligations hereunder unless Grantee has failed to perform such obligation within thirty (30) days after the receipt of written notice from Grantor of its failure to perform, provided, however, that if the nature of Grantee's obligation is such that more than thirty (30) days are required for its performance, then Grantee shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

4.11. Written Notice.

Any written notice required to be given by either party to the other hereunder shall be deemed given one of three ways: (1) upon delivery if delivered personally to the party to be notified, (2) upon delivery if sent by an overnight carrier sent to the party at the address set forth opposite the party's signature below, or (3) three (3) days following deposit in the United States mail, postage prepaid and addressed to the party at the address set forth opposite the party's signature below.

4.12. Recitals.

The above recitals are incorporated herein and made part of this Easement.

4.13. Severability.

In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision thereto, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

4.14. Representations and Warranties.

Each person who executes this Easement on behalf of the Grantor or the Grantee hereby represents and warrants that (a) the party on whose behalf he or she executes the Easement, if other than a natural person, (1) is a legally constituted legal entity and (2) has authorized the execution of this Easement, and (b) he or she is authorized to execute this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the Effective Date.

Address:  
PO Box 326  
Tehachapi, California 93581

GRANTOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT, a county water district

By: \_\_\_\_\_  
Harry M. Cowan  
President, Board of Directors

115 South Robinson Street  
Tehachapi, California 93561

GRANTEE

CITY OF TEHACHAPI, a California  
municipal corporation

By: \_\_\_\_\_  
Philip A. Smith  
Mayor



APPROVED
DEPARTMENT HEAD: <u>JMS</u>
CITY MANAGER: _____

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014    AGENDA SECTION: CITY ENGINEER

---

**TO:**                    HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:**                JOHN (JAY) SCHLOSSER, P.E.

**DATE:**                AUGUST 26, 2014

**SUBJECT:**            SNYDER WELL INTERTIE PROJECT LABOR COMPLIANCE PROGRAM

---

## BACKGROUND

As the Council is aware, the City of Tehachapi successfully applied for a \$600,000+ grant from the State Department of Water Resources for the Snyder Well Intertie Project. This project seeks to tie the City's unused Snyder Well to the TCCWD non-potable water system in order to both rehabilitate the well and to transfer the irrigation demands from JMS to TCCWD thereby conserving our potable water supply. While of great benefit to the City, the grant process comes with many requirements. One such requirement is to formally institute a labor compliance program to monitor and ensure that applicable labor laws are followed in the execution of the work.

## PROGRAM DESCRIPTION

Attached to this report is a draft labor compliance program prepared for the City by Provost & Pritchard, a consulting firm hired by the City to aid us in grant compliance efforts. The program outlines the responsible persons as well as the regular activities that will be undertaken to protect the City as it relates to labor law. If approved, the proposed program will be forwarded to the State for review and approval.

## RECOMMENDATION

**ADOPT A RESOLUTION APPROVING THE LABOR COMPLIANCE PROGRAM PURSUANT TO CALIFORNIA LABOR CODE SECTION 1771.5.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI APPROVING A LABOR COMPLIANCE PROGRAM  
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1771.5**

---

WHEREAS, the City Council of the City of Tehachapi (the "City") has obtained grant funding from the California Department of Water Resources ("DWR") in the amount of six hundred twenty-five thousand eight hundred sixty five dollars (\$625,865.00) under the terms of that certain Grant Agreement dated July 7, 2014, by and between Kern Water Bank Authority ("KWBA") and DWR, as it may be amended from time to time and under the terms of that certain Subgrant Agreement dated June 18, 2014 between the City and KWBA; and

WHEREAS, the funds provided under the Grant Agreement are for the purpose of implementing components of the Tulare Lake Integrated Regional Water Management Plan, specifically, the Kern Region Integrated Water Management Plan; and

WHEREAS, pursuant to the Grant Agreement, City is required to insure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance program

(California Labor Code Section 1771.5), and payment of prevailing wages for work done and funded by this Grant including any payments to the Department of Industrial Relations pursuant to California Labor Code Section 1771.3; and

WHEREAS, City is responsible for Grant Agreement compliance for the Snyder Well Intertie Pipeline Project (the "Project") identified in the Grant Agreement; and

WHEREAS, the Project seeks to construct a waterline between the Snyder Well owned by the City and the Tehachapi-Cummings County Water District conveyance system on Dennison Road near Valley Boulevard; and

WHEREAS, District wishes to adopt the Labor Compliance Program more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI as follows:

1. That the foregoing recitals are true and correct.
2. That the City Council hereby adopts and approves the Labor Compliance Program and directs its City Manager to submit same for approval to the Department of Industrial Relations.

///

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on September 2, 2014 by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PHILIP A. SMITH, Mayor of  
the City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
DENISE JONES, CMC,  
City Clerk of the City of Tehachapi,  
California

**EXHIBIT "A"**  
**[Labor Compliance Program]**

# **CITY OF TEHACHAPI**

**115 South Robinson Street**

**Tehachapi, CA 93581**

## **LABOR COMPLIANCE MANUAL**

City of Tehachapi  
Labor Compliance Program

Table of Contents

Part I - Requirements

- I. Introduction
- II. Labor Compliance Composition and Requirements
- III. Public Works Construction Projects
- IV. Employment of Minors Prohibited
- V. Youth Employment Programs
- VI. Cash Payments Prohibited
- VII. Workers Defined
- VIII. Prevailing Wages
- IX. Effective Prevailing Wage Rates
- X. Payment of Prevailing Wage Fringe Benefits
- XI. Apprenticeship Requirements and Ratios
- XII. Liability for Unpaid Wages
- XIII. Postings
- XIV. Labor Compliance Monitoring Program
- XV. Certified Payroll Records
- XVI. Working Hours
- XVII. Withholding Payments for Labor Compliance Violations
- XVIII. Disputes

Part II – Enforcement

- I. Labor Compliance Program Components
  - Calls for Bids/ Contracts
  - Preconstruction Conference
  - Contractor Eligibility Verification
  - Certified Payroll Records
  - On-site Monitoring
  - Payroll Audits
  - Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Prevailing Wage Laws
- II. Filing of Statements of Economic Interest (FPPC Form 700)
- III. Annual Reports
- IV. Reports and Audits

- V. Duties of Labor Compliance Program
- VI. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate
- VII. Withholding Contract Payments When, After Investigation, It is Established that Underpayment or Other Violations Has Occurred
- VIII. Forfeitures Requiring Approval by the Labor Commissioner
- IX. Determination of Amount of Forfeiture by the Labor Commissioner
- X. Deposits of Penalties and Forfeitures Withheld
- XI. Request for Review of A Labor Compliance Program Enforcement Action; Settlement Authority
- XII. Withholding of Funds From Contractor – Hearing Procedure
- XIII. Request for Payroll Records
- XIV. Reporting of Payroll Requests
- XV. Cost of Preparation
- XVI. Privacy Considerations
- XVII. Use of Electronic Reporting Forms

Addendums

Addendum A - FPPC Form 700

Addendum B - LCP-ARI

Addendum C - Audit Record Worksheets, Public Works Investigative Worksheet, Public Works Audit Worksheet and Prevailing Wage Determination Summary

Addendum D - Review and Enforcement Report Form

Addendum E - Request for Approval of Forfeiture – Suggested Format

Addendum F - Notice of Transmittal and Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742 (b)

Addendum G - Notice to Withhold Contract Payments

Addendum H - Notice of Temporary Withholding of Contract Payments Due to Delinquent or Inadequate Payroll Records

Addendum I - DAS FORMS

DAS-140/ Notification of Contract Award

DAS-140/ Request for Dispatch of Apprentice

CAC-2/ Training Fund Contribution

Addendum J - DIR A-1-131 Payroll Reporting Form and Fringe Benefit Statement-PW 26

Addendum K - Suggested Checklist of Labor Law Requirements (CCR 16430)

**PART I**  
**CITY OF TEHACHAPI**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS**

**I. INTRODUCTION**

The City of Tehachapi (the City) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on its projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) prevailing wage statutes and regulations.

The City in establishing their Labor Compliance Program (LCP) adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

**II. LABOR COMPLIANCE COMPOSITION AND REQUIREMENTS**

- a.) Pursuant to Labor Code Section 1771.5, the CITY requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Program monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing certified payroll reports and initiates and oversees any enforcement actions that may be required.

The City institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state public works contracts.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program (LCP) contains the labor compliance standards required by state, regulations, and directives and contract provisions, which include, but are not limited to, the following:

1. Contractors' payment of applicable general prevailing wage rates.
2. Contractors' employment of properly registered apprentices.
3. Contractors' provide certified payroll records upon request but not less than weekly.
4. Program's monitoring City construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Programs conducting pre-job conferences with contractors/subcontractors.
6. Program's withholding contract payments and imposing penalties for noncompliance.
7. Program's preparation and submittal of annual reports as required.

The City's Labor Compliance Program (LCP) purpose is to implement its policy relative to the labor compliance provisions of state public works contracts and specifically to comply with the provisions of the Public Resources Code Section 75075 sections by use of funds derived from the California Department of Public Health.

The California Labor Code Section 1770, et seq., and Public Resources Code Section 75075 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

**Public Resources Code 75075:** The body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project.

In establishing this LCP, the City adheres to the statutory requirements as enunciated in Section 1771.5 of the Labor Code. Further, it is the intent of the City to actively enforce this LCP by monitoring construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on job sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the City will modify the affected portions of this program accordingly.

### **III. PUBLIC WORKS CONSTRUCTION PROJECTS**

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

### **IV. EMPLOYMENT OF MINORS PROHIBITED**

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

### **V. YOUTH EMPLOYMENT PROGRAMS**

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

### **VI. CASH PAYMENTS PROHIBITED**

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

## **VII. WORKERS DEFINED**

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

## **VIII. PREVAILING WAGES**

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR) are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

## **IX. EFFECTIVE PREVAILING WAGE RATES**

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (\*) or double asterisk (\*\*). The single asterisk (\*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (\*\*) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Department of Industrial Relations. The rates are also available on the internet at [www.dir.ca.gov](http://www.dir.ca.gov).

## **X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS**

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, (**Addendum J**) must be prepared by the Contractor and submitted to the City with the first payroll. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

## **XI. APPRENTICESHIP REQUIREMENTS**

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

### Apprentices

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

### **Notification of Change in Regulation 230.1**

*Regarding Employment of Apprentices on Public Works.*

*Regulation 230.1 has been amended. The change will affect projects bid after June 30, 2009. Projects bid on or before June 30, 2009 will still be controlled by the prior version of 230.1.*

*The change requires all contractors (who are not already employing sufficient apprentices) to request dispatch (either consecutively or simultaneously) from all approved apprenticeship programs in the geographical area of the project.*

*The change also requires that contractors who employ apprentices but are not meeting the required ratio for their craft must request dispatch from any other programs in their craft that exist in the geographical area of the project*

*The change also requires contractors to give the approved apprenticeship programs written notice of the request for dispatch at least 72 hours in advance. Previously 48 hours advance notice was required.*

CCR Title 8 230.1. Employment of Apprentices on Public Works.

(a) Contractors include general, prime, specialty or subcontractor, shall employ registered apprentice(s), as defined by Labor Code Section 3077, during the performance of a public work project in accordance with the required one hour of work performed by an apprentice for every five hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in Labor Code Section 1777.5 or this subchapter. Unless an exemption has been granted, the contractor shall employ apprentices for the number of hours computed above before the end of the contract. Contractors who are not already employing sufficient registered apprentices (as defined by Labor Code Section 3077) to comply with the one-to-five ratio must request the dispatch of required apprentices from the apprenticeship committees providing training in the applicable craft or trade and whose geographic area of operation includes the site of the public work by giving the committee written notice of at least 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. If the apprenticeship committee from which apprentice dispatch(es) are requested does not dispatch apprentices as requested, the contractor must request apprentice dispatch(es) from another committee providing training in the applicable craft or trade in the geographic area of the site of the public work, and must request apprentice dispatch(es) from each such committee, either consecutively or simultaneously, until the contractor has requested apprentice dispatches from each such committee in the geographic area. All requests for dispatch of apprentices shall be in writing, sent by first class mail, facsimile or email. If a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the apprenticeship committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request no apprenticeship committee dispatches, or agrees to dispatch during the period of the public works project any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the apprenticeship committee's standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation of this section as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the above-stated ratio. If an apprenticeship committee dispatches fewer apprentices than the contractor requested, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one apprenticeship committee able and willing to unconditionally dispatch apprentices, the contractor has requested dispatch from all committees providing training in the applicable craft or trade whose geographic area of operation include the site of the public work. Nothing in this section shall affect the right of a contractor who participates in and employs registered apprentices from programs approved under Labor Code Section 3075 outside the geographic area of the public work from employing said apprentice(s) on the site of the public work in order to meet the ratio requirement of Labor Code Section 1777.5.

Contractors may use the following DAS apprenticeship forms (**Addendum I**) or a similar form that contains the required language when notifying the apprenticeship committees of a contract award, the dispatching of an apprentice and payment of the training fund contributions.

- DAS-140/ Notification of Contract Award
- DAS-142/ Request for Dispatch of Apprentice
- CAC-2/ Training Fund Contribution

(b) Apprentices employed on public works shall be paid the applicable apprentice prevailing per

diem wage rate, available from DAS, and derived from the Director's survey of wages paid on public works in the geographic area of the craft or trade. DAS shall refer complaints alleging any contractor's failure to pay the proper apprentice prevailing wage rate on a public works project to the Division of Labor Standards Enforcement for investigation and appropriate action.

(c) Apprentices employed on public works can only be assigned to perform work of the craft or trade to which the apprentice is registered. Work of the craft or trade consists of job duties normally assigned to journeymen in the apprenticeable occupation. Where an employer employs apprentices under the rules and regulations of the California Apprenticeship Council, as set forth in Labor Code Section 1777.5(c) (2), apprentices employed on public works must at all times work with or under the direct supervision of journeyman/men. The on-the-job training shall be in accordance with the apprenticeship standards and apprenticeship agreement under which the apprentice is training, provided that a contractor shall not be subject to any financial or administrative obligations to a trust fund or employee benefit plan unless the contractor has so agreed.

(d) The provisions of this regulation shall not apply to contractors on public works projects that were bid prior to July 1, 2009. Such contractors shall comply with the version of this regulation that was in effect prior to July 1, 2009.

The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or at their website: [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS)).

### Ratios

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

## **XII. LIABILITY FOR UNPAID WAGES**

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Labor Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

- b.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to *kickback* any portion of their wages.

### **XIII. POSTINGS**

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations as well as notification that the project is a public works project as defined in Labor Code Section 1720 et seq.

### **XIV. LABOR COMPLIANCE MONITORING PROGRAM**

The Contractor, and all subcontractors, shall cooperate in allowing approved representatives of the Labor Compliance Program access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on all projects.

A representative must at all times identify himself or herself while on the job site, and must restrict their actions to interviewing workers employed on the project.

### **XV. CERTIFIED PAYROLL RECORDS**

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.
- b.) The payroll records referred to must include the employee's:
  - A. name;
  - B. address;
  - C. social security number;
  - D. work classification;
  - E. straight time hours per day and total per week;
  - F. overtime hours per day and total per week;
  - G. gross wages earned this project;
  - H. gross wages earned on all other projects;
  - I. itemized deductions;
  - J. actual per diem wages paid; and
  - K. payroll check numbers.

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- c.) The copy of payrolls shall be submitted to the City **weekly** and shall be accompanied by a Certification, **signed in ink** by the Contractor or the contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. Provided all information and certifications required by California law are included therein, the Contractor may use the provided Certified Payroll Report or any form approved by the DIR or use its own payroll form provided it includes the same information and certifications. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports. (The DIR A-1-131 payroll reporting form and accompanying fringe benefit form is recommended. **(Addendum J)**)
- d.) The Contractor shall be responsible for the submission of copies of payrolls of any and all Subcontractors. In the event that subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports, including a copy of the DMV vehicle registration of the Owner-Operator with the first payroll that this owner-operators name appears on the certified payroll. Listing any individual as "Owner- Operator" **will not** be accepted as the classification is not recognized by the California Department of Industrial Relations' Division of Labor Statistics and Research.

All payrolls are to be submitted to:  
Labor Consultants of California  
PO Box 1875  
Hanford, CA 93232

- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker, for failing to comply strictly with requests by the City for submittal of payroll documents and all supporting documents which include, but are not limited to, cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

## **XVI. WORKING HOURS**

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker

classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.

## **XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS**

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

## **XVIII. DISPUTES**

The City's Labor Compliance Program, administered by Richard Perez, Managing Consultant, shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

## **PART II - ENFORCEMENT LABOR COMPLIANCE PROGRAM**

### **I. LABOR COMPLIANCE PROGRAM COMPONENTS**

#### Calls for Bids/ Contracts

The City will secure the State wage determinations, attaching them to the bid specifications and contracts for each public works project thus assuring contractors bidding a project are aware of the requirements of Chapter 1 of Part 7 of Division 2 of the State Labor Code. Additionally, each contractor securing a contract on a public works project is required to sign an acknowledgment that he or she understands the prevailing wage requirements and that contract payments shall not be made when payroll records are delinquent or inadequate.

#### Preconstruction Conference

One of the most important aspects of assuring labor compliance on a project is to conduct a thorough pre-construction conference with the general contractor and the subcontractors. The conference sets forth the framework in establishing the labor standards parameters. The City's conference agenda includes discussion and handouts of the following items:

1. Appropriate State Wage Determination
2. State Labor Standard Provisions (Labor Code Sections 1720, i.e.)
3. Payroll Reporting Forms (A-1-131 Form) and Certification
4. Certification of Applicable Fringe Benefit Payments
5. Contractor's/ Subcontractor's Certification Concerning Labor Standards and Prevailing Wages
6. Posting Requirement of Notice to All Employees (General Contractor)
7. Suggested Checklist of Labor Law Requirements (CCR 16430) (**Addendum K**)

#### Contractor Eligibility Verification

Prior to awarding a contract, the City shall verify that the successful bidder and all contractors are not on the state list of ineligible contractors, that they possess a valid state contractor's license and meet other licensing requirements, e.g. workers compensation insurance.

#### Certified Payroll Records

The City reviews all of the certified payroll records (A-1-131 form) on a weekly basis and compares them to the wage decision and/or wage determination in effect. Improprieties or inadvertent errors on the payrolls are communicated in writing to the general contractor with a request for corrective action within a 20 day time period.

#### On-Site Monitoring

A significant step in determining project labor standards compliance is to conduct frequent on-site employee interviews. It is critical to have early detection of potential violations. The results of the interviews are compared to the contractor's certified payroll records to ascertain that the correct classification, hours and wages were paid. The mailing of employee questionnaires may also be utilized when it is cumbersome or employees are reluctant to be interviewed on-site.

#### Payroll Audits

Appropriately, upon receipt of certified payroll records, employee interview forms and other available documents, i.e. inspector daily logs, etc., the City may conduct various payroll audits to determine if through its examination of records, the prime and subcontractors have met labor standards compliance. At its conclusion, the LCP Manager submits written notification of its findings to the appropriate party with a recommendation for disbursement of retention payments.

#### Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Prevailing Wage Laws

The City maintains with awarding bodies in establishing a special account for depositing funds withheld for wage restitution and/or penalties. A contractor is notified in writing specifying the reasons for the withholding or suspension of contract payments.

Should a contractor refuse to make such restitution as requested, the City may through its LCP, disburse or cause to be disburse out of withheld funds for and on account of the contractor, moneys to the respective employees. Should a contractor dispute the basis of the findings, such funds will not be disbursed; the contractor will be advised on his rights for appealing through the Department of Industrial Relations, Division of Labor Standards Enforcement.

Willful violations of public work laws pursuant to Labor Code Section 1777.1 (c) shall be reported to the State Labor Commissioner in writing within 30 days from the time the LCP became aware specifying the name and address of the contractor, the public works project, the awarding agency, and the amount of money withheld by the awarding body.

### **II. Filing of Statements of Economic Interest (FPPC Form 700 – Addendum A)**

The City shall determine and designate those employees and consultants of the program who participate in making governmental decisions for the Awarding Body pursuant to Title 2, California Code of Regulations, section 18700-18702.4 and those employees and consultants will be required to file Statements of Economic Interest (FPPC Form 700 and to comply with other applicable requirements of the Political Reform Act in connection with work performed on behalf of the Awarding Body.

### **III. ANNUAL REPORTS (LCP-ARI – ADDENDUM B)**

The City shall submit to the Director of the Department of Industrial Relations (DIR) a Labor Compliance Program annual report on its operation by no later than August 31<sup>st</sup> of each year. The annual report shall cover the twelve month period commencing on July 1 of the preceding calendar year and ending on June 30<sup>th</sup> of the year in which the report is due.

The annual report shall be made on the LCP-ARI form and the information in the report shall be sufficient detail to afford a basis for evaluating the scope of and level of enforcement activity of the Labor Compliance Program. The annual report shall also include such additional information as the Labor Compliance Program may be required to report as a condition of its approval.

### **IV. REPORTS AND AUDITS (AUDIT RECORD WORKSHEETS, PUBLIC WORKS INVESTIGATIVE WORKSHEET, PUBLIC WORKS AUDIT WORKSHEET AND PREVAILING WAGE DETERMINATION SUMMARY – ADDENDUM C)**

The primary function of the Labor Compliance Program is to ensure that public works contractors comply with the prevailing wage requirements found in the Public Works Chapter of the State Labor Code. Payroll records furnished by contractors and subcontractors in accordance with section 16421 (a) (3) of the California Code of Regulations and Labor Code section 1776 shall be reviewed by the Labor Compliance Program as promptly and as practicable after receipt of the records but in no event more than 30 days after such receipt. Payroll records will be reviewed for proper classifications, wage rates and other consideration in compliance with Labor Code section 1776 (b) and that the correct prevailing wage rates have been reported as paid for each classification of labor listed and with confirmation of payment.

"Confirmation" of payroll records furnished by contractors and subcontractors shall be defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations), or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records shall be undertaken randomly for at least one worker for at least one weekly period within that month. Confirmation shall also be undertaken whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the Labor Compliance Program that payroll records furnished by a contractor or subcontractor are inaccurate.

Representatives of the Labor Compliance Program shall conduct in-person inspections at the site or sites at which the contract for public work is being performed ("On-Site Visits"). On-Site Visits may be undertaken randomly or as deemed necessary by the Labor Compliance Program, but shall be undertaken during each week that workers are present at sites at which the contract for public work is being performed. All On-Site Visits shall include visual inspection of (1) the copy of the determination(s) of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2, and (2) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with section 16429 above, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program. On-Site Visits may include other activities deemed necessary by the Labor Compliance Program to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.

An Audit, as defined herein, shall be prepared by the Labor Compliance Program whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled

checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Addendum C, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency. Records supporting an Audit shall be maintained by the Labor Compliance Program to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code Section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations.

After the Labor Compliance Program has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program. For each instance in which a wage deficiency is resolved in accordance with this regulation, the Labor Compliance Program shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the Audit prepared pursuant to subpart (e) above along with any exculpatory information submitted to the Labor Compliance Program by the affected contractor or subcontractor.

#### **V. DUTIES OF LABOR COMPLIANCE PROGRAM (SUGGESTED SINGLE PROJECT LABOR COMPLIANCE REVIEW AND ENFORCEMENT REPORT FORM – ADDENDUM D)**

The City LCP shall have a duty to the Director to enforce the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and these regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the Labor Commissioner to refer to the Director's ongoing advisory service of web-posted public works coverage determinations as a source of information and guidance in making enforcement decisions. It is also the practice of the Labor

Commissioner to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, the Labor Compliance Program shall do all of the following:

- (1) Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;
- (2) Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor;
- (3) Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the Labor Compliance Program;
- (4) Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and
- (5) Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.

(c) The duties of a Labor Compliance Program with respect to apprenticeship standards are as follows:

- (1) Either the Awarding Body or the Labor Compliance Program acting on its behalf shall (A) inform contractors and subcontractors bidding public works about apprenticeship requirements, (B) send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and (C) refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.
- (2) The Labor Compliance Program shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including (A) that any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity, (B) that apprentices are paid no less than the prevailing apprentice rate, (C) that workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and (D) requiring that the regular prevailing wage rate be paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

(d) For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C (Addendum D in Manual) following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (1) can be transmitted by e-mail or compact disk and (2) would be acceptable for the filing of documents in a federal or state court of record within this state.

(e) The Labor Commissioner may provide, sponsor, or endorse training on how to enforce prevailing wage requirements, including but not necessarily limited to the subjects of (1) ascertaining prevailing wage requirements and rates from the Division of Labor Statistics and Research, (2) monitoring and investigation under section 16432 above, (3) enforcement responsibilities under this section and sections 16435-16439 below, and (4) procedural requirements and responsibilities as an enforcing agency under Labor Code sections 1741-1743 and 1771.6 and sections 17201-17270 of Title 8 of the California Code of Regulations.

## **VI. WITHHOLDING CONTRACT PAYMENTS WHEN PAYROLL RECORDS ARE DELINQUENT OR INADEQUATE – (ADDENDUM H)**

### Definitions:

(a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking any of the information required by Labor Code Section 1776;

(2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;

(3) A record remaining uncorrected for one payroll period, after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.

(e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b) (5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

(f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

(g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

(h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

**VII. WITHHOLDING CONTRACT PAYMENTS WHEN, AFTER INVESTIGATIONS, IT IS ESTABLISHED THAT UNDERPAYMENTS OR OTHER VIOLATIONS HAS OCCURRED (NOTICE TO WITHHOLD OF CONTRACT PAYMENTS) – (ADDENDUM G)**

(a) "Withhold" and "contracts" have the same meaning set forth in sections 16435(a) and 16435(b) of these regulations

(b) Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(c) "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of contractor or subcontractor:

(1) The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Labor Code Section 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;

(2) The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code Section 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;

(3) Estimated amounts of "illegal taking of wages";

(4) Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;

(5) Estimated penalties under Labor Code Sections 1775, 1776, and 1813.

(d) The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of these regulations.

### **VIII. FORFEITURES REQUIRING APPROVAL BY THE LABOR COMMISSIONER (REQUEST FOR APPROVAL OF FORFEITURE – SUGGESTED FORMAT (ADDENDUM E)**

(a) For purposes of this section and section 16437 below, "forfeitures" means the amount of wages, penalties, and forfeitures assessed by the Labor Compliance Program and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.

(b) If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in

section 16432(e) of these regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.

(c) For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with section 16437 below.

#### IX. Determination of Amount of Forfeiture by the Labor Commissioner

(a) Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below. Appendix D is a suggested format for a Request for Approval of Forfeiture under this section.

(1) Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the Awarding Body;

(2) Any other deadline which if missed would impede collection;

(3) Evidence of violation, in narrative form;

(4) Evidence of violation obtained under section 16432 of these regulations and a copy of the Audit prepared in accordance with section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;

(5) Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B) the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;

6) Where the Labor Compliance Program seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount pursuant to Labor Code Section 1775(a);

7) Where the Labor Compliance Program seeks only wages or a penalty less than \$50 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of the violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. With the file

should be a statement, similar to that described in (6), and recommended penalty amounts, pursuant to Labor Code Section 1775(a);

(8) The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and

9) Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under sections 16425 or 16426 above or whether it has been granted extended approval under section 16427 above.

(b) The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.

(c) A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file or report.

(d) The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.

(e) The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:

(1) For all programs other than those having extended authority under section 16427 of these regulations, on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the Awarding Body if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

(2) For programs with extended authority under section 16427 above, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

## **X. DEPOSITS OF PENALTIES AND FORFEITURES WITHHELD**

When the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the Labor Compliance Program shall deposit penalties and forfeitures with the Awarding Body.

When collection of fines, penalties or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Awarding Body or its Labor Compliance Program are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the Awarding Body, as the Hearing Officer or court may decide.

All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the Awarding Body or its Labor Compliance Program is not a party, shall be deposited in the general fund of the state.

All wages and benefits which belong to an employee and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of administrative proceedings or any court action, and which have not been paid to the employee or irrevocably committed on the employee's behalf to a benefit fund, shall be deposited with the Labor Commissioner who shall handle such wages and benefits in accordance with Labor Code section 96.7.

**XI. REQUEST FOR REVIEW OF A LABOR COMPLIANCE PROGRAM ENFORCEMENT ACTION; SETTLEMENT AUTHORITY (NOTICE OF TRANSMITTAL AND NOTICE OF OPPORTUNITY TO REVIEW EVIDENCE PURSUANT TO LABOR CODE 1742 (B) (ADDENDUM F)**

(a) A contractor or subcontractor may request a settlement meeting pursuant to Labor Code Section 1742.1(b) and may request review of a Labor Compliance Program enforcement action in accordance with Labor Code Sections 1771.6(b) and 1742 and the regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations. The Labor Compliance Program shall have the rights and responsibilities of the Enforcing Agency (as defined in section 17202(f) of Title 8 of the California Code of Regulations), in responding to such a request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing office, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.

(b) If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.

(c) Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) above, the Labor Compliance Program shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for

approval by the Labor Commissioner. Whenever a Labor Compliance Program settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, the Labor Compliance Program shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

## **XII. WITHHOLDING OF FUNDS FROM CONTRACTOR- - HEARING PROCEDURE DEFINITIONS.**

As used in these regulations, the terms “awarding body,” “contractor,” and “subcontractor” shall have the same meaning as in Part 7 of Division 2 of the Labor Code. The term “affected subcontractor” shall mean a subcontractor whose alleged failure to pay the prevailing wage or to otherwise comply with the provisions of Labor Code 1720-1815 resulted in the withholding of funds pursuant to Labor Code 1727.

### Notice to Contractor and Affected Subcontractor.

(a) Upon the decision to withhold, retain or forfeit any sum from a payment due to a contractor as permitted by Labor Code 1727, the Division of Labor Standards Enforcement shall give written notice to the awarding body, the contractor, and to any affected subcontractor, of the withholding, retention, or forfeiture.

(b) Said notice shall include the following information:

(1) The amount to be withheld, retained or forfeited.

(2) A short statement of the factual basis upon which said amount is to be withheld, retained, or forfeited, including, but not limited to, the computation of any wages found to be due, and the computation of any penalties assessed under Labor Code 1775.

(3) Notice of the right to request a hearing under these regulations, and of the manner in which, and the time within which a hearing must be requested.

(c) Said notice shall be sent by certified mail to the last known address of the contractor, and to the last known address of any affected subcontractor. The records of the State Contractors' License Board may be used to determine the address of a contractor or affected subcontractor.

### Withholding, Retention, or Forfeiture.

(a) When notice has been sent as provided in section 16411, above, the awarding body shall proceed to withhold, retain, or forfeit the amount stated in the notice, pursuant to Labor Code 1727. Such withholding, retention, or forfeiture shall be subject to the right of a contractor or affected subcontractor to request a hearing, as provided in section 16413, below, and further subject to the right of a contractor or a contractor's assignee to bring suit against the awarding body as provided by Labor Code 1731-1733.

(b) Nothing in these regulations shall extend, or affect in any way, the statutory time limits provided by Labor Code 1731-1733.

Request for Hearing.

(a) A contractor or subcontractor desiring a hearing regarding the withholding, retention, or forfeiture of an amount may request such a hearing by letter postmarked within 30 days of the date of the mailing of the notice provided by section 16411, above, mailed to the awarding body, and to:

DIVISION OF LABOR STANDARDS ENFORCEMENT  
LEGAL SECTION  
455 GOLDEN GATE AVENUE, 9TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94102

(b) A request for hearing shall contain a statement of all factual and legal grounds upon which the withholding is contested, identifying the specific element or elements, issue or issues, being contested, including, but not limited to:

- (1) the classification of workers included in the computation of wages found to be due;
- (2) the hours worked by such workers;
- (3) the prevailing wage requirements applicable to such classifications;
- (4) the amounts paid to such workers;
- (5) the assessment and computation of statutory penalties;
- (6) any erroneous mathematical calculations.

Assertions of fact included in the statement shall be supported by documentary evidence, e.g., time cards, canceled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidence which reflect job assignments, work schedules by days and hours, and evidence of the disbursement by way of cash, check, or in whatever form or manner, of funds to a person or persons by job classification and/or skill, and, if appropriate, declarations under penalty of perjury.

Hearing

(a) Upon receipt of a timely request for a hearing, the Labor Commissioner, or his or her deputy or agent shall, within 30 days, hold a hearing to determine whether reasonable cause exists to withhold and retain the funds identified in the notice provided under section 16411, above.

(b) The hearing date may be continued at the request of the party seeking the hearing upon a showing of good cause.

(c) The burden of proof at such hearing shall be as provided in Labor Code § 1733.

(d) Within 15 days after the conclusion of the Hearing the Hearing Officer shall issue a decision which affirms, modifies or dismisses the Notice to Withhold. This decision shall consist of a

notice of findings, findings, and an order which shall be served on the awarding body and on all parties to the hearing by first class mail at the last known address of the parties on file with the Labor Commissioner. The awarding body shall promptly abide by any decision of the Labor Commissioner with respect to the notice to withhold.

(e) The hearing pursuant to this section shall only determine whether reasonable cause exists for the withholding, retention, or forfeiture of funds pursuant to Labor Code § 1727. A hearing pursuant to this section shall not be deemed to be dispositive as to the contractor's (or affected subcontractor's) compliance with prevailing wage laws. Any decision rendered shall have no res judicata or collateral estoppel effect, and will not preclude the Labor Commissioner from pursuing any action provided by Labor Code § 1775 or any other statutory or common law remedy against any party. Neither the failure of a party to request a hearing nor the Labor Commissioner's decision after a hearing shall preclude the contractor or affected subcontractor from pursuing any other remedy provided by existing law.

### **XIII. REQUEST FOR PAYROLL RECORDS**

(a) Requests may be made by any person for certified copies of payroll records. Requests shall be made to any of the following:

(1) the body awarding the contract, or

(2) any office of the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards.

(b) Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:

(1) The body awarding the contract;

(2) The contract number and/or description;

(3) The particular job location if more than one;

(4) The name of the contractor;

(5) The regular business address, if known.

NOTE: Requests for records of more than one contractor or subcontractor must list the information regarding that contractor individually, even if all requests pertain to the same particular public works project. Blanket requests covering an entire public works project will not be accepted; unless contractor and subcontractor responsibilities regarding the project are not clearly defined.

(c) Acknowledgment of Request. The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records.

(d) Request to Contractor. The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:

(1) Specify the records to be provided and the form upon which the information is to be provided;

(2) Conspicuous notice of the following:

(A) that the person certifying the copies of the payroll records is, if not the contractor, considered as an agent acting on behalf of the contractor; and

(B) that failure to provide certified copies of the records to the requesting public entity within 10 working days of the receipt of the request will subject the contractor to a penalty of twenty-five (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is effectuated;

(3) Cost of preparation as provided in Section 16402; and

(4) Provide for inspection.

(e) Inspection of Payroll Records. Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.

#### **IVX. REPORTING OF PAYROLL REQUEST**

(a) Reporting Format. The format for reporting of payroll records requested pursuant to Labor Code Section 1776 shall be on a form provided by the public entity. Copies of the forms may be procured at any office of the Division of Labor Standards Enforcement (DLSE) throughout the state and/or:

Division of Labor Statistics & Research  
P.O. Box 420603  
San Francisco, CA 94101  
ATTENTION: Prevailing Wage Unit

Acceptance of any other format shall be conditioned upon the requirement that the alternate format contain all of the information required pursuant to Labor Code Section 1776. If, however,

the contractor does not comply with the provisions of Labor Code Section 1776, the Labor Commissioner may require the use of DIR's suggested format, "Public Works Payroll Reporting Form" (Form A-1-131).

(b) Words of Certification. The form of certification shall be as follows: I, \_\_\_\_\_ (Name-print) the undersigned, am \_\_\_\_\_ (position in business) with the authority to act for and on behalf of \_\_\_\_\_, (name of business and/or contractor) certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_ (description, no. of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named. Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

A public entity may require a more strict and/or more extensive form of certification.

## **XV. COST OF PREPARATION**

The cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.

## **XVI. PRIVACY CONSIDERATION**

(a) When notice has been sent as provided in section 16411, above, the awarding body shall proceed to withhold, retain, or forfeit the amount stated in the notice, pursuant to Labor Code § 1727. Such withholding, retention, or forfeiture shall be subject to the right of a contractor or affected subcontractor to request a hearing, as provided in section 16413, below, and further subject to the right of a contractor or a contractor's assignee to bring suit against the awarding body as provided by Labor Code §§ 1731-1733.

(b) Nothing in these regulations shall extend, or affect in any way, the statutory time limits provided by Labor Code §§ 1731-1733.

## **XVII. USE OF ELECTRONIC REPORTING FORMS**

The certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

(a) The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);

(b) The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;

(c) Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;

(d) The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and

(e) No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

## **XVIII. INQUIRIES**

All questions regarding this manual and all matters concerning the payment of prevailing wages should be referred to:

Richard Perez  
Labor Consultants of California  
PO Box 1875  
Hanford, CA 93232  
Telephone: (559) 584-7499  
Fax: (559) 584-0897

For more information, log on to:  
<http://www.dir.ca.gov>

**Suggested format of  
Application to Director for Approval of Awarding Body's Labor Compliance Program  
(8 CCR §16425)**

NOTE: If necessary, you may attach additional sheets.

The Director may ask for additional documentation as to any information provided or any other information that may have a bearing on your ability to do labor compliance enforcement.

Awarding Body Seeking Approval:

City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93581

Awarding Body's Contact Person:

Jay Schlosser, City Engineer  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93581  
(661) 822-2200  
(661) 822-8559  
[jschlosser@tehachapicityhall.com](mailto:jschlosser@tehachapicityhall.com)

**A. Identify the individuals who will be enforcing the Labor Compliance Program (LCP).**

(Note: If using outside consultants or an approved third party contract provider, identify the awarding body personnel who will monitor or supervise the outside work as well as the individuals and affiliations of the individuals who will perform the enforcement work.)

1. Jay Schlosser, City Engineer, City of Tehachapi

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

Mr. Schlosser will provide general oversight for City of Tehachapi. Mr. Schlosser has over 14 years experience as a project and construction manager for public works improvements projects. Mr. Schlosser has worked the private sector for over 12 years and as Tehachapi City Engineer for the last 10 years both as a consultant and as full-time staff. Mr. Schlosser, has extensive experience monitoring for labor compliance and has managed numerous persons and entities in their efforts towards labor compliance.

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

Duty is to oversee the work completed by Labor Consultants of California and Provost and Pritchard Consulting Group for work pertaining to the Labor Compliance Program. Assumed to spend 5% of time reviewing work of Labor Consultants of California.

3. Gretchen Heisdorf, Provost & Pritchard Consulting Group (P&P), Engineers

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

P&P has worked with Labor Consultants of California previously in an oversight capacity. P&P will use reports/information from Labor Consultants of California for other project related tasks. P&P has no enforcement of the LCP for the District.

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

Duty is to oversee the work completed by Labor Consultants of California for work pertaining to the Labor Compliance Program. It is assumed P&P staff will spend 5% of their project time reviewing work and expenses from Labor Consultants of California.

4. Richard Perez, Labor Consultants of California

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

Richard Perez will serve as the Labor Compliance Program Managing Consultant for the District project. Mr. Perez has operated Labor Consultants of California, (LCC) a sole proprietor company that has been in business since 1993 and provides services in both English and Spanish. He specializes in providing cities, counties, school districts, non-profits and other municipalities with labor standards prevailing wage monitoring for their public works projects including ADA upgrades, new construction, affordable housing, LCP projects CDBG funded and other publicly funded projects. The company is centrally located in Hanford California and is able to provide services throughout California. A satellite office is located in Santa Clara and the company has been previously approved as a third party Labor Compliance Program by the State Department of Industrial Relations.

During the last several years, Mr. Perez has established himself as a leader in the area of labor compliance monitoring working on behalf of various public agency jurisdictions. Public agencies including the Corcoran Joint Unified School District, City of Santa Cruz, the City of Pacific Grove, the City of Palo Alto, the City of Los Altos, the City of Saratoga, the Town of Los Gatos, the City of Morgan Hill, the County of Monterey and the County of San Benito continue to rely on Mr. Perez's experience and expertise to provide on-going monitoring for their federal and state funded public works projects from year to year.

Non-profit housing agencies and other municipalities such as South County Housing Corporation, Resources for Community Development and the City of Mountain View have also relied on Mr. Perez's knowledge of the Davis-Bacon and Related Acts (DBRA) regulations and direct California Department of Industrial Relations/ Division of Labor Standards Enforcement (DIR/ DLSE) experience to oversee and enforce their large scale affordable housing development projects.

Additionally, private developers such as Saroyan Masterbuilder in Monterey County and Ovation Development in Las Vegas Nevada have utilized Perez's skills and knowledge in HUD regulations and union labor relations for their housing/condominium projects.

Mr. Perez is a former Deputy Labor Commissioner with the State Division of Labor Standards Enforcement, Department of Industrial Relations (DIR) and was assigned to the public works/ investigative unit for several years. Case investigations included enforcement of the prevailing wage labor code statutes and the Industrial Welfare Commission Orders (IWC). He also was responsible for assuring that contractors and employers were in compliance with the cash pay regulations, contractor license laws, the child labor laws and the workers compensation insurance requirements. Mr. Perez, State certified in English/Spanish is a graduate of San Jose State University and earned a Bachelor of Arts Degree in Sociology with a minor in Mexican American Studies.

Mr. Perez has extensive experience in labor standards compliance. He was the principal consultant for Monterey County's Castro Plaza project and worked in conjunction with Mr. Nick Nichols, Project Consultant in bringing the project to a successful completion with no outstanding labor compliance issues. He was also the Compliance Manager for the recent County of Monterey's Airport Renovation project and served as labor compliance representative for Ausonio, Inc. the project management company.

During the period of 2005 to 2007, Mr. Perez also provided labor standards monitoring for South County Housing's Salinas Road Apartments in Pajaro California. He prepared and submitted both monthly reports and semi-annual labor standards enforcement reports updating the labor standards activities on a continual basis.

Additionally, Mr. Perez has worked on various Davis-Bacon projects in conjunction with both the Departments of Labor and the Department of Housing and Urban Development. He previously provided his expertise to the Department of Labor in conducting a Davis-Bacon investigation that resulted in over \$100,000 dollars due in wage restitution for several Hispanic workers.

Most recently, Mr. Perez provided prevailing wage consultation to the law firm of Spiering, Swartz & Kennedy in the Sand City Design Center/ Sand City Redevelopment Agency Public Works case with the State Department of Industrial Relations as well as presenting a prevailing wage workshop for the City of Tulare's Redevelopment Agency.

In addition, Mr. Perez served as the Apprenticeship Consultant for the Division of Apprenticeship Standards, Department of Industrial Relations in Fresno California for four years. He was responsible for overseeing the various apprenticeship training programs from Modesto to Bakersfield California and worked closely with the Building Trades as well as enforcement of Labor Code 1777.5 and Title 8 of the California Code of Regulations.

Mr. Perez has also partnered in 2008 with the Santa Clara County Builders Exchange in presenting prevailing wage workshops for the Exchange's contractor membership. These workshops provides

hands-on training for construction contractors in preparing certified payroll records and adherence to both state and federal labor standard requirements.

In 2009, Mr. Perez has begun to provide on-call labor compliance services for the County of Monterey and their RDA as well as continuing to provide LCP services to the Corcoran Joint Unified School District and labor compliance oversight for the Monterey Peninsula Airport District.

He was also employed as a Discrimination Consultant for the State Department of Fair Employment and Housing as well as serving as the Equal Employment Opportunity Officer for the City of Santa Cruz. He currently is serving as a member of the County of Kings Equal Employment Opportunity Commission.

Mr. Perez's current and past Labor Compliance projects funded under Proposition 84 consist of the following:

Awarding Body

1. Caruthers Community Services District - *Completed 2012*

P. O. Box 218

Caruthers, CA. 93609

David McIntyre, Manager (559) 864-8189

c/o Provost & Pritchard Consulting Group/ Michael Taylor

Telephone: (559) 636-1166

Project: New Test Well

Funding/Statute: Proposition 84 - Public Resources Code 75075

Estimated Contract Duration: 7/11 to 7/12

LCP Limitations: None

2. Alta Irrigation District - *"Active"*

P. O. Box 715

Dinuba, CA. 93618

Chris M. Kapheim, General Manager (559) 591-8228 ext. 13

c/o Keller & Wegley Consulting Engineers/ Jim Wegley

Telephone: (559) 732-7938

Project: Traver Pond Earthwork

Funding/Statute: Proposition 50 – Public Resource Code 75075

Estimated Contract Duration: (on-going) 7/11 to 12/11

LCP Limitations: None

3. Richgrove Community Services District – *"Active"*

20986 Grove Drive/ P. O. Box 86

Richgrove, CA. 93261

Maria Pimentel, (661) 725-5632

c/o Provost & Pritchard Consulting Group/ Michael Taylor

Telephone: (559) 636-1166

Project: RCSD FA P84 Planning Project

Funding/Statute: Proposition 84 – Public Resource Code 75075

Estimated Contract Duration (on-going) 7/11 to 12/11

LCP Limitations: None

4. Pratt Mutual Water Company "*Active*"

P. O. Box 598

Tulare, CA. 93275

Marvin Jones, (559) 723-6580

c/o Provost & Pritchard Consulting Group/ Mathew Kemp

Telephone: (559) 449-2700

Project: Study Distribution Piping

Funding/Statute: Proposition 84 – Public Resource Code 75075

Estimated Contract Duration (on-going) 12/10 to 3/12

LCP Limitations: None

5. London Community Services District - County of Tulare – "*Active*"

37835 Kate Road

Dinuba, CA. 93618

Dorothy Castro, (559) 591-5142

c/o Keller & Wegley Consulting Engineers/ Jim Wegley

Telephone: (559) 732-7938

Project: SRF/ Water Well #4

Funding/Statute: California Safe Drinking Water State Revolving Fund/ EPA – Public Resource Code 75075

Estimated Contract Duration: 7/11 to 3/12

LCP Limitations: None

6. City of Fresno - "*Active*"

2600 Fresno Street, Room 3065

Fresno, CA. 93721

Robert Anderson, (559) 621-8610

c/o Vali Cooper & Associates/ John Collins

Telephone: (510) 774-9039

Project: Water Meter Implementation Project

Funding/Statute: Proposition 50, 84 and Safe Drinking Water State Revolving Fund and other grants/  
Public Resources Code 75075

Estimated Contract Duration: 7/11 to 7/13

LCP Limitations: None

7. City of Hanford – "*Active*"

315-321 North Douty Ave.

Hanford, CA. 93230

John Doyle, (559) 585-2571

c/o Provost & Pritchard Consulting Group/ Michael Taylor

Telephone: (559) 449-2700

Project: Regional Consolidation of Three Water Systems Feasibility Study

Funding/Statute: Proposition 84/ Public Resources Code 75075

Estimated Duration: 7/11 to 7/12

LCP Limitations: None

8. Armona Community Services District – "*Completed 2012*"

10956 14<sup>th</sup> Ave.

Armona, CA. 93202

Alan Danielson, (559) 584-4542  
c/o Provost & Pritchard Consulting Group/ Jeffrey Dorn  
Telephone: (559) 449-2700  
Project: Number 2 Arsenic Removal Water Well Project  
Funding/Statute: Proposition 84/ Public Resources Code 75075  
Estimated Duration: 8/11 to 8/12  
LCP Limitations: None

9. Riverdale Public Utility District – *“Pending”*  
20945 Maslam Ave.  
Riverdale, CA. 93656  
Ernest Mendes, (559) 867-3838  
c/o Provost & Pritchard Consulting Group/ Jeffrey Dorn  
Telephone: (559) 449-2700  
Project: Well Nos. 4 & 5 Arsenic Removal Project  
Funding/Statute: Proposition 84/ Public Resources Code 75075  
Estimated Duration: 8/11 to 8/12  
LCP Limitations: None

10. Lindsay-Strathmore Irrigation District – *“Pending”*  
23260 Round Valley Drive  
Lindsay, CA. 93247  
Scott Edwards, Manage, (559) 562-2581  
Project: Tonyville Interconnection with City of Lindsay Project  
Funding/Statute: Proposition 84/ Public Resource Code 75075  
Estimated Duration: 10/11 to 10/12  
LCP Limitations: None

11. Tranquility Irrigation District - *“Completed 2011”*  
25390 W. Silveira Street  
Tranquility, CA. 93668  
Danny Wade, (559) 698-7225  
c/o Provost & Pritchard/Eric Abrahamsen  
Telephone: (559) 326-1100  
Project: Test Well Construction  
Funding/Statute: Proposition 84/ Public Resource Code 75075  
Estimated Duration: (on-going) 3/11 to 1/12  
LCP Limitations: None

12. Fairways Tract Water Company - *“Completed 2011”*  
P. O. Box 1953  
Porterville, CA. 93258  
James Pinney, (559) 781-2961  
c/o Provost & Pritchard/ Jim Funk  
Telephone: (559) 636-1166  
Project: Fairways Tract Water Annexation Project  
Funding/Statute: Proposition 84/ Public Resource Code 75075  
Estimated Duration: (on-going) 3/11 to 12/11  
LCP Limitations: None

13. Fresno Irrigation District - "Active"

2907 S. Maple Ave.

Fresno, CA. 93725

Jennifer Williams, (559) 233-7161 ext. 322

Project: Jameson Pond Expansion Project

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: (on-going) 2/11 to 12/11

LCP Limitations: None

14. Kettleman City Community Services District (*tentative agreement only*)

110 General Petroleum Avenue

Kettleman, CA. 93239 (no agency contract available – please refer to Summers Eng.)

c/o Summers Engineering/ Brian Skaggs

Telephone: (559) 582-9237

Project: Surface Water Treatment Plant

Funding/Statute: Proposition 84/ Public Resources Code 75075

Estimated Contract Duration: 8/11 to 8/12

LCP Limitations: None

15. Poplar Community Service District (*tentative agreement only*)

14656 Road 192

Poplar, CA. 93257 (no agency contact available – please refer to Keller & Wegley Eng.)

c/o Keller & Wegley Consulting Engineers/ James Blair

Telephone: (559) 732-7938

Project: Poplar CSD Test Well Project

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: 9/11 to 9/12

LCP Limitations: None

16. Alpaugh Joint Powers Authority (*tentative agreement only*)

5516 Tule Road/ P. O. Box 262

Alpaugh, CA. 93201

Dennis Valpey, (559) 949-8199

c/o Self-Help Enterprises/ Jessi Snyder

Telephone: (559) 802-1693

Project: Planning Project for AJPA Arsenic Remediation

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: 10/11 to 10/12

LCP Limitations: None

17. Akin Water Company (*tentative agreement only*)

642 E. Henderson Ave.

Porterville, CA. 93257

James Akin, (559) 781-1756

c/o Self-Help Enterprises/ Jessi Snyder

Telephone: (559) 802-1693

Project: Akin Water Supply Planning Project

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: 10/11 to 10/12

LCP Limitations: None

18. Aerial Acres Water Co., Inc. (*tentative agreement only*)

18130 Avenue B

North Edwards, CA. 93523

Delton Matlock, (760) 769-1102

Project: Arsenic Removal and Water Main Installation

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: Unknown

LCP Limitations: None

19. Tooleville Nonprofit Mutual Water Association (*tentative agreement only*)

(Community Water Center) – 311 W. Murray Ave.

Visalia, CA. 93291

(559) 733-0291 (no agency contact available – please refer to Self-Help Enterprises)

c/o Self-Help Enterprises/ Jessi Snyder

Telephone: (559) 802-1693

Project: Tooleville Safe Drinking Water Project

Funding/Statute: Proposition 84/ Public Resource Code 75075

Estimated Duration: Unknown

LCP Limitations: None

20. Madera County (contract signed on 7/20/2011) – “Active”

2037 W. Cleveland Ave.

Madera, CA. 93637

Julio Padilla, (559) 675-7817

Project: Madera County Maintenance District No. 43, Miami Creek Knolls Feasibility Study

Funding/Statute: Proposition 84/ Public Resource Code, Section 75022

Estimated Duration: Up to four weeks between 10/11 – 10/12

LCP Limitations: None

21. Consolidated Irrigation District (pending contract signature upon DIR approval)

P. O. Box 209

Selma, CA. 93662

Phillip Desatoff, General Manager (559) 896-1600

c/o Provost & Pritchard/ Ronald Samuelian

Telephone: (559) 449-2700

Project: South & Highlands Basin Project

Funding/Statute: Proposition 84/ Public resource Code 75075

Estimated Duration: Design and Survey only at this time/ 3 months

LCP Limitations: None

22. Bass Lake Joint Union Elementary School District – “Pending”

40096 Indian Springs Road

Oakhurst, CA. 93644

Glen Reid, Superintendent

(559) 642-1555

Fax: (559) 642-1556

Project: Oak Creek Intermediate School Conversion to Hillview Water Company (Oakhurst) as supplier

Funding: Proposition 84

Estimated Duration: Unknown

LCP Limitations: None

23. Kings Management Group, LLC d.b.a. Lemoore Mobile Home Park – “Pending”

18920 Hanford-Armona Road #75

Lemoore, CA. 93245

Mary Hornsby (559) 469-7048/ email: [hornsbyeurope@yahoo.com](mailto:hornsbyeurope@yahoo.com)

Project: Uranium & Gross Alpha Exceedance-Consolidation to the City of Lemoore

Funding: Proposition 84

Estimated Duration: 18 months

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

Richard Perez is a full time Labor Compliance Consulting Manager and expects to spend 100% of his time enforcing the Labor Compliance Program on behalf of the District.

**B. State the average number of public work projects the awarding body annually administers:**

The City of Tehachapi awards between 5 and 10 capital construction projects subject to prevailing wage on an annual basis.

**C. State whether the proposed LCP is a joint or cooperative venture among awarding bodies; and, if so, how the resources and expanded responsibilities of the LCP compare to the awarding bodies involved:**

The LCP is for a single venture project. There are no additional projects to be associated with this LCP for the City of Tehachapi.

**D. Describe the awarding body's record of taking cognizance of Labor Code violations in the preceding five years, including any withholding of funds from public works contractors pursuant to LC 1726.**

The City of Tehachapi collects and reviews prevailing wage information for all 'public works'. Reviews include, but are not limited to, random reviews of prevailing wage statements for conformation with detailed field logs that record the names of individuals working, periodic interviews of active workers, and detailed review of wage statements against force account sheets. There is no record of violations in the preceding five (5) years.

**E. Identify the attorney or law firm available to provide legal support for the LCP, including handling of the LCP's responsibilities during the administrative review process set forth in Labor Code Section 1771.6.**

Thomas F. Schroeter  
254 H Street  
Bakersfield, CA 93304

T – (661) 327-4189  
F – (661) 327-1203  
E – tomschroater@sbcglobal.net

(see **Attachment 1** for resume from Thomas F. Schroeter)

Mr. Schroeter serves as counsel to the City of Tehachapi. Accordingly, Mr. Schroeter's sole client for purposes of the LCP is the City of Tehachapi. The LCP is not intended to create an attorney-client relationship between Mr. Schroeter and any other person or entity, including without limitation, Provost & Pritchard Consulting Group and Labor Consultants of California. Mr. Schroeter's duties shall be limited to advising and representing the City of Tehachapi in connection with the LCP. Mr. Schroeter may also associate other counsel to assist in the representation as approved by the client.

**F. Identify the method by which the LCP will notify the Labor Commissioner of willful violations as defined in Labor Code Section 1777.1(d):**

It is the policy of the LCP that the public works prevailing wage requirements set forth in the California Labor Code, Sections 1720-1861, be strictly enforced. In furtherance thereof, contractors and subcontractors found to be willful violators under Section 1777.1(d) of the California Labor Code shall be referred to the Labor Commissioner for further investigation, for possible debarment from bidding on or otherwise being awarded any public work contract, within the state of California.

The following six types of willful violations are subject to reporting:

1. For Failure to Comply with Prevailing Wage Rate Requirements;

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and Awarding Body contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trades workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated. The facts related to such willful violations may result in a determination that the contractor intended to defraud its employees of their wages.

2. For Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work;

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records. Such violations are deemed to be willful violations committed with the intent to defraud.

3. For Failure to Submit Certified Payroll Reports;

Refusing to comply with a request by the LCP for certified payroll reports or substantiating information and basic payroll records will be determined to be a willful violation of the Labor Code. Additionally, refusing to correct inaccuracies or omissions that have been discovered will also be determined to be willful violation of the Labor Code.

4. For Failure to Pay Fringe Benefits;

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or

provide fringe benefits and/or make trust fund contributions in a timely manner is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

5. For Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers  
As Apprentices;

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Division of Apprentice Standards as a willful violation, upon completion of an investigation and audit, if it is found that the action was an attempt to circumvent the apprenticeship requirements under Labor Code Section 1777.5.

6. For the Taking of Kickbacks;

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency. Additionally, if during the LCP's investigation it is discovered that a contractor has violated "other" State of California laws in an attempt to avoid public works requirements the appropriate State agencies will be notified.

**G. Indicate whether the Awarding Body has established its own Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b) and subchapter 4 of chapter 8 of Title 8 of California Code of Regulations or has contracted with a third party that has been approved by the Director to operate a Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b) and subchapter 4 of chapter 8 of Title 8 of California Code of Regulations. If the Awarding Body has contracted with one or more persons or entities to operate all or any part of the Awarding Body's Labor Compliance Program, please identify (name, address, telephone, and principal contact) all of those persons or entities.**

The awarding body is establishing their own Labor Compliance Program and has subcontracted the labor compliance monitoring to Richard Perez, Labor Compliance Managing Consultant for Labor Consultants of California. Contact information is as follows:

Richard Perez  
P. O. Box 1875  
Hanford, CA. 93232  
Telephone: (559) 584-7499  
Fax: (559) 584-0897  
Email: [laborc@cnetech.com](mailto:laborc@cnetech.com)

**H. Indicate whether the Awarding Body intends to enforce labor compliance on all of its public works projects (*i.e.*, not limited to projects that are funded by bonds or other statutes that require the Awarding Body to have an LCP as a condition of funding). If not, please indicate the kinds of projects on which you intend to enforce labor compliance and whether you are required to have a labor compliance program as a condition for obtaining funding for the project or projects.**

The Labor Compliance Program will be enforced on the project funded through the California Department of Water Resources, Proposition 84 Round 2 IRWM Implementation Grant (see **Attachment 2** for contract).

The Labor Compliance Program policy relative to the labor compliance provisions of state and federally funded public works contracts is pursuant to *(Proposition 84) Public Resources Code 75075: The body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project. (Safe Drinking Water, Water Quality and Supply Flood Control, River and Coastal Act of 2006)*

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request. California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program ("LCP") contains the labor compliance standards required by State and Federal laws, regulations, and directives and contract provisions, which include, but are not limited to, the following:

1. Contractors' payment of applicable general prevailing wage rates.
2. Contractors' employment of properly registered apprentices.
3. Contractors provide certified payroll records upon request but not less than weekly.
4. Program's monitoring District construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Program's conducting pre-job conferences with contractors/subcontractors.
6. Program's withholding contract payments and imposing penalties for noncompliance.
7. Program's preparation and submittal of annual and monthly reports as required.

Richard Perez is the Labor Compliance Consulting Manager for enforcement of the LCP.

The District institutes this Labor Compliance Program ("LCP") for the purpose of implementing the labor compliance provisions of State and Federally-funded public works contracts and, specifically, to comply with the provisions of the Public Resources Code Section 75075 sections by use of funds derived from the California Department of Water Resources. This LCP contains the labor compliance standards required by State and Federal laws, regulations, directives and contract provisions.

The California Labor Code Section 1770, et seq., and Public Resources Code Section 75075 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

In establishing this LCP, the District adheres to the statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, it is the intent of the District to actively enforce this LCP by monitoring construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on job sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the District will modify the affected portions of this program accordingly.

Additionally, the District will monitor the project for compliance with federal prevailing wage requirements pursuant to the Davis-Bacon and Related Acts and will require that contractors pay the higher of the two wage rates.

**I. Attach a copy of the Awarding Body's resolution adopting the LCP and, if applicable, any other resolution approving any contracts with persons or entities identified in G above.**

see **Attachment 3** for copy of resolution from the City of Tehachapi City Council.

**J. Attach the proposed manual outlining the responsibilities and procedures of the LCP.**

*See Attached.*

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Awarding Body's Representative  
Jay Schlosser, City Engineer

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Date Signed

**Mail two copies of this form and attachments to:**

**OFFICE OF THE DIRECTOR  
DEPARTMENT OF INDUSTRIAL RELATIONS  
455 GOLDEN GATE AVENUE, 10<sup>th</sup> FLOOR  
SAN FRANCISCO, CA 94102  
ATTENTION: EXECUTIVE ASSISTANT TO THE DIRECTOR**

**Labor Compliance Program Application Attachments  
City of Tehachapi**

**Attachments:**

- 1. Legal Counsel Resumes**
- 2. Funding commitment contract**
- 3. City of Tehachapi LCP Approval Resolution**

**Attachment 1**  
**Legal Resumes**

**Attachment 2**  
**Funding Commitment Contract**

**Attachment 3**  
**City of Tehachapi LCP Approval Resolution**

FPPC FORM 700-ADDENDUM A

**COVER PAGE**

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

**1. Office, Agency, or Court**

Agency Name \_\_\_\_\_

Division, Board, Department, District, if applicable \_\_\_\_\_

Your Position \_\_\_\_\_

▶ If filing for multiple positions, list below or on an attachment.

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

Judge (Statewide Jurisdiction)

Multi-County \_\_\_\_\_

County of \_\_\_\_\_

City of \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

**Annual:** The period covered is January 1, 2010, through December 31, 2010.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2010.

**Leaving Office:** Date Left \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Check one)

The period covered is January 1, 2010, through the date of leaving office.

**Assuming Office:** Date \_\_\_\_/\_\_\_\_/\_\_\_\_

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.

**Candidate:** Election Year \_\_\_\_\_ Office sought, if different than Part 1: \_\_\_\_\_

**4. Schedule Summary**

Check applicable schedules or "None."

▶ Total number of pages including this cover page: \_\_\_\_\_

**Schedule A-1 - Investments** – schedule attached

**Schedule C - Income, Loans, & Business Positions** – schedule attached

**Schedule A-2 - Investments** – schedule attached

**Schedule D - Income – Gifts** – schedule attached

**Schedule B - Real Property** – schedule attached

**Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or-

**None - No reportable interests on any schedule**

**5. Verification**

MAILING ADDRESS STREET CITY STATE ZIP CODE  
 (Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS  
 ( )

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed \_\_\_\_\_  
 (month, day, year)

Signature \_\_\_\_\_  
 (File the originally signed statement with your filing official.)

# LCP-ARI-ADDENDUM B

**LCP-AR1**

**LABOR COMPLIANCE PROGRAM ANNUAL REPORT**

*Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects*

Report for the reporting period \_\_\_\_\_ to \_\_\_\_\_  
(mm/dd/yyyy) (mm/dd/yyyy)

1. Name of Labor Compliance Program (LCP) :

2. LCP I.D. Number (assigned by DIR):

3. Date of Initial Approval:

4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):

5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?

Please check one:  Yes If Yes, proceed to item 6 on the next page

No If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant,

455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102

What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)

**SUBMITTED BY:**

Signature

Name and Title

Date



**LCP-ARI**

C. For any amount identified in item B for which approval of forfeiture not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Total			

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed				Wages	Total	Amount Recovered				Wages	Total	
	LC §1776(g)	LC § 1775	LC § 1813				LC § 1776(g)	LC § 1775	LC § 1813				
Total													

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one:  Yes  No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: \_\_\_\_\_

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one:  Yes  No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: \_\_\_\_\_

AUDIT RECORD WORKSHEETS, PUBLIC  
WORKS INVESTIGATIVE WORKSHEET,  
PUBLIC WORKS AUDIT WORKSHEET  
AND PREVAILING WAGE  
DETERMINATION SUMMARY-

ADDENDUM C





PREVAILING WAGE DETERMINATION SUMMARY

CODE NO.	CLASSIFICATION	Effective Date	HOURLY RATE	Contributions	TRAINING	TIME 1/2	HOLIDAY / TRAVEL & SUBSISTENCE	Other hourly Requirements
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

WAGE DETERMINATION INFORMATION

CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

REVIEW AND ENFORCEMENT REPORT  
FORM-ADDENDUM D

**Suggested Single Project Labor Compliance Review and Enforcement Report Form**

[Appendix C following 8 CCR §16434]

Awarding Body: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name of Approved Labor Compliance Program: \_\_\_\_\_

Bid Advertisement Date: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Notice of Completion Recordation Date: \_\_\_\_\_

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Certified Payroll Record Review

- a. CPRs Received From:

Contractor/Subcontractor

For weeks ending ("w/e") through w/e

_____	_____
_____	_____
_____	_____
_____	_____

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Paychecks or Stubs (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Explanation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

\* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

\*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Litigation Pending Under Labor Code Section 1742

<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): \_\_\_\_\_ Final report this project \_\_\_\_\_ Annual report this project

\_\_\_\_\_  
Authorized Representative for Labor Compliance Program

REQUEST FOR APPROVAL OF  
FORFEITURE –SUGGESTED FORMAT

ADDENDUM E

**Labor Compliance Program Regulations – APPENDIX D**

**REQUEST FOR APPROVAL OF FORFEITURE -- Suggested format**

**1. AWARDING BODY / THIRD PARTY LCP:**

Name and Contact Information:	Date of Request:
Name and Contact Information for Awarding Body if different from LCP:	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

**2. PROJECT INFORMATION:**

Project Name:	Contract Number:
Project Location:	
Bid Advertisement Dates:	Estimated Date Project is to be completed:
Acceptance Date of Project by the Awarding Body:	Notice of Completion/Date Recorded with County Recorder:
Other Relevant Deadline (specify):	Amount being held in Retention:

**3. CONTRACTOR INFORMATION:**

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Entire Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. **LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:**

<b>Total Amount of Request for Notice of Withholding of Contract Payments:</b>			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

[Provide narrative summaries covering the following]:

A. *Statement of Issues.*

B. *Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).*

C. *Audit Report (detailed explanation of how audit was completed addressing each of the issues above).*

D. *Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).*

E. *Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).*

**ATTACHMENTS**

1. Audit Summary (Appendix B)
2. 1<sup>st</sup> Bid Advertisement Publication
3. Notice of Completion
4. Scope of Work
5. Complaint form(s) and Declarations, if any

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Send the Request and all Attachments to:

Division of Labor Standards Enforcement  
Bureau of Field Enforcement  
Attn.: Regional Manager  
300 Ocean Gate Blvd., No. 850  
Long Beach, CA 90802

**COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.**

NOTICE OF TRANSMITTAL AND NOTICE OF  
OPPORTUNITY TO REVIEW EVIDENCE  
PURSUANT TO LABOR CODE SECTION 1742  
(b) – ADDENDUM F

<p><b>LABOR COMPLIANCE PROGRAM</b></p> <hr/> <p>Review Office - Notice of Withholding of Contract Payments</p> <hr/> <hr/> <hr/> <p>Phone: Fax:</p>	<p>(SEAL )</p>
<p>Date:</p>	<p>In Reply Refer to Case No.:</p>

### Notice of Transmittal

To: Department of Industrial Relations  
Office of the Director-Legal Unit  
Attention: Lead Hearing Officer  
P. O. Box 420603  
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated \_\_\_\_\_, postmarked \_\_\_\_\_, and received by this office on \_\_\_\_\_.

Also enclosed please find the following:

- \_\_\_\_\_ Copy of Notice of Withholding of Contract Payments
- \_\_\_\_\_ Copy of Audit Summary

**LABOR COMPLIANCE PROGRAM**

---

By: \_\_\_\_\_

cc: Prime Contractor  
Subcontractor  
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at Title 8, California Code of Regulations sections 17201-17270. These hearings are **not** governed by Chapter 5 of the Government Code, commencing with section 11500.

<p><b>LABOR COMPLIANCE PROGRAM</b></p> <hr/> <p>Review Office - Notice of Withholding of Contract Payments</p> <hr/> <hr/> <p>Phone: Fax:</p>	<p>(SEAL )</p>
<p>Date:</p>	<p>In Reply Refer to Case No.:</p>

**Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)**

To: Prime Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please be advised that this office has received your **Request for Review**, dated \_\_\_\_\_, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. \_\_\_\_\_.

In accordance with Labor Code section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

A(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business

hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding. @

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

**Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:**

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**Attention:** \_\_\_\_\_

## Request to Review Evidence

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Regarding Notice of Withholding of Contract Payments Dated \_\_\_\_\_

Our Case No.: \_\_\_\_\_

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

NOTICE TO WITHHOLD CONTRACT  
PAYMENTS - ADDENDUM G

<b>Labor Compliance Program</b> <hr/> <hr/> <hr/> <hr/> Phone: Fax:	(SEAL )
Date:	In Reply Refer to Case No.:

**Notice of Withholding of Contract Payments**

Awarding Body	<sup>3</sup> Work Performed in County of
Project Name	<sup>3</sup> Project No.
Prime Contractor	
Subcontractor	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for \_\_\_\_\_ (Awarding Body) has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

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The Labor Compliance Program has determined that the total amount of wages due is: \$ \_\_\_\_\_

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$ \_\_\_\_\_

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$ \_\_\_\_\_

**LABOR COMPLIANCE PROGRAM**  
\_\_\_\_\_

By: \_\_\_\_\_

## Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments (NWCP) by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program

\_\_\_\_\_  
Review Office-Notice of Withholding of Contract Payments

\_\_\_\_\_  
\_\_\_\_\_

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

**Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.**

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

### Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (c), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding this Notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Liquidated Damages

In accordance with Labor Code section 1742.1 (a), after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If this Notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing this Notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there shall be no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the

amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations  
Attention Cashiering Unit  
P.O. Box 420603  
San Francisco, CA 94142

**The Amount of Liquidated Damages Available Under this Notice is \$\_\_\_\_\_.**

Distribution:

Prime Contractor  
Subcontractor  
Surety(s) on Bond

Attach:

Audit Summary  
Proof of Service

NOTICE OF TEMPORARY WITHHOLDING OF  
CONTRACT PAMENTS DUE TO DELINQUENT  
OR INADEQUATE PAYROLL RECORDS -  
ADDENDUM H

[Name and Contact Information for person issuing Notice]	
Date:	Case or Contract No.:

**NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)**

Awarding Body:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

\_\_\_\_\_

The following payroll records are delinquent (specify weeks and due dates):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

\_\_\_\_\_

**See page 2 for additional information, including appeal rights.**

\_\_\_\_\_  
 Labor Compliance Officer

**Prime Contractor Obligations:** If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

### **Notice of Right to Obtain Review – Expedited Hearing**

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

[Name of Labor Compliance Officer,  
address, and fax number]

Office of the Director – Legal Unit  
Attention: Lead Hearing Officer  
***Expedited Hearing Request***  
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

**Important Additional Information:** This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

-----

**§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.**

(a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking any of the information required by Labor Code Section 1776;

(2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;

(3) A record remaining uncorrected for one payroll period after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one (1) percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.

(e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; *provided that* a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

(f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

(g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

(h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

# DAS FORMS - ADDENDUM I

## PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

**Do not send this form to the Division of Apprenticeship Standards.**

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

***This is not a request for dispatch of apprentices.***

*Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations*

*Check One Of The Boxes Below*

1.  We are already approved to train apprentices by the \_\_\_\_\_  
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
  
2.  We will comply with the standards of \_\_\_\_\_  
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
  
3.  We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

**State of California - Department of Industrial Relations DIVISION  
OF APPRENTICESHIP STANDARDS**



# REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

**DO NOT SEND THIS FORM TO DAS**

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

<b>Date:</b> _____	<b>Contractor Requesting Dispatch:</b>
<b>To Applicable Apprenticeship Committee:</b>	<b>Name:</b> _____
<b>Name:</b> _____	<b>Address:</b> _____
<b>Address:</b> _____	_____
_____	<b>License No.</b> _____
<b>Tel. No.</b> _____ <b>Fax No.</b> _____	<b>Tel. No.</b> _____ <b>Fax No.</b> _____

**Project Information:**

**Contract No.** \_\_\_\_\_

**Name of the Project:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Dispatch Request Information:**

**Number of Apprentice(s) Needed:** \_\_\_\_\_ **Craft or Trade:** \_\_\_\_\_

**Date Apprentice(s) to Report:** \_\_\_\_\_ **(72 hrs. notice required)** **Time to Report:** \_\_\_\_\_

**Name of Person to Report to:** \_\_\_\_\_

**Address to Report to:** \_\_\_\_\_

\_\_\_\_\_

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/ApprenticesOnPublicWorksSummaryOfRequirements.htm>*

*DAS 142 (Revised 12/11)*

State of California  
 Department of Industrial Relations  
 California Apprenticeship Council  
 P.O. Box 420603  
 San Francisco, CA 94142

## TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal public works projects, unless the project is administered by a public agency or for non-apprenticeable occupations such as utility technicians, lead abatement worker, etc.

### California Apprenticeship Council

**\*\*Training Fund Contributions are due on the 15<sup>th</sup> of each month\*\***

**PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE SUCCESSFUL SUBMISSION AND PROCESS OF PAYMENT.**

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION		CONTRACTOR'S LICENSE NUMBER	
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT		CONTRACT OR PROJECT NUMBER	
		JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.	
		PERIOD COVERED BY CONTRIBUTION (FROM - TO)	
CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
		TOTAL	\$ 0.00
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED			
TYPE OR PRINT YOUR NAME AND TITLE		DATE	
EMAIL		AREA CODE & TELEPHONE NUMBER	

DIR A-1-131 PAYROLL REPORTING FORM  
AND FRINGE BENEFIT STATEMENT -  
ADDENDUM J



**NOTICE TO PUBLIC ENTITY**

**For Privacy Considerations**

**Fold back along dotted line prior to copying for release to general public (private persons).**

(Paper Size then 8-1/2 x 11 inches)



I, \_\_\_\_\_, the undersigned, am the  
(Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
(Position in business)

\_\_\_\_\_, certify under penalty of perjury  
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
of the actual disbursements by way of cash, check, or whatever form to the individual or  
individuals named.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

A public entity may require a stricter and/or more extensive form of certification.

## Statement of Employer Payments



Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	

### HEALTH AND WELFARE

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____

### PENSION

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____

### VACATION/HOLIDAY

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____

### TRAINING

NAME OF PLAN	Address, City and Zip
ADMINISTRATOR	Address, City and Zip
CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY _____ MONTHLY _____ QUARTERLY _____ ANNUALLY _____

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

**SUGGESTED CHECKLIST OF LABOR LAW  
REQUIREMENTS (CCR 16430) - ADDENDUM K**

## Appendix A

Suggested Checklist of Labor Law Requirements to Review at Prejob Conference, Section 16421, with suggested Certification by subcontractor.

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of [name of subcontractor].

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of person signing and company



# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: SEPTEMBER 2, 2014 AGENDA SECTION: CITY ENGINEER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER

**DATE:** AUGUST 26, 2014

**SUBJECT:** PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

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**BACKGROUND:**

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Transportation Enhancement Program (TE) in connection with the improvements/beautification of the south side Tehachapi Boulevard between Snyder Avenue and Dennison Road. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement is for the design phase of the project

Attached to this memorandum is Program Supplement Agreement No. 020-N for the TE Tehachapi Boulevard Improvements Project – Phase III as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the design and construction of this project.

**RECOMMENDATION:**

**ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 020-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. RPSTPLE-5184(022).**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI  
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM  
SUPPLEMENT AGREEMENT NO. 020-N TO ADMINISTERING AGENCY-  
STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-  
5184R, PROJECT NO. RPSTPLE-5184 (022)**

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Bridge Replacement and Rehabilitation Program (HBRR)(collectively "the Programs"); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 020-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. RPSTPLE-5184 (022), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of September, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Philip Smith, Mayor  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
Denise Jones, City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on September 2, 2014.

\_\_\_\_\_  
Denise Jones, City Clerk  
City of Tehachapi, California

**PROGRAM SUPPLEMENT NO. N020**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5184R**

**Adv Project ID**                      **Date:** July 24, 2014  
0914000028                      **Location:** 09-KER-0-THPI  
**Project Number:** RPSTPLE-5184(022)  
**E.A. Number:**  
**Locode:** 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

East Tehachapi Boulevard from Snyder Avenue to Dennison Road

**TYPE OF WORK:** Sidewalk, ADA-compliant curb ramps, pedestrian lighting, and landscaping                      **LENGTH:** 0.4(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	M240	\$	LOCAL		OTHER
\$18,000.00		\$15,935.00	\$2,065.00		\$0.00

**CITY OF TEHACHAPI**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Jennie Lee                      **Date** 8/1/14                      \$15,935.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
3. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

4. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
5. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

6. This PROJECT will be administered in accordance with the CTC STIP guidelines, as

**SPECIAL COVENANTS OR REMARKS**

adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

7. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
8. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
9. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

10. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of

**SPECIAL COVENANTS OR REMARKS**

Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

11. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
12. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

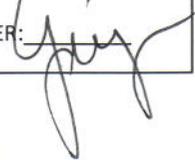
13. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

**SPECIAL COVENANTS OR REMARKS**

- Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.
  
- 14. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: SEPTEMBER 2, 2014 AGENDA SECTION: CITY ENGINEER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER

**DATE:** AUGUST 26, 2014

**SUBJECT:** NOTICE OF ACCEPTANCE FOR IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS, AND ROAD PURPOSES FROM PARCEL 2 OF LOT LINE ADJUSTMENT 2002-06

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## BACKGROUND

Several months ago, City Staff approached the property owner of Parcel 2 of Lot Line Adjustment 2002-06 located at 16966 Tehachapi Boulevard regarding a desire to expand the roadway. This property is located in the southeast corner of Tehachapi Boulevard and Dennison Road and is owned by the Benz Revocable Living Trust.

The City is interested in improving this intersection and staff has included this improvement in its active Capital Improvement Program.

The property owners have expressed a willingness to grant the City additional road right-of-way at no cost. Pursuant to this discussion, Staff prepared the requisite legal documents and signatures were obtained from the property owners on July 25, 2014.

## RECOMMENDATION

**ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A NOTICE OF ACCEPTANCE, AND REQUEST STAFF TO RECORD SAME.**

RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:

City of Tehachapi  
115 S. Robinson Street  
Tehachapi, CA 93561

**IRREVOCABLE OFFER OF DEDICATION**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Paul M. Benz and Joan N. Benz, as Co-Trustees of the Benz\*\*, hereinafter called GRANTOR, hereby grants to the CITY OF TEHACHAPI, a political subdivision of the State of California, an Irrevocable Offer of Dedication of an easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Tehachapi, County of Kern, State of California: \*\*Revocable Living Trust dated 7/6/2006 Said easement shall be kept open, clear and free from buildings and structures of any kind.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Tehachapi.

This Offer of Dedication shall convey to the City of Tehachapi upon its acceptance a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land.

This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the State of California. Such termination and abandonment may be made by the City Council of the City of Tehachapi.

This Offer of Dedication shall be irrevocable and shall be binding on the GRANTOR, his heirs, executors, administrators, successors and assigns.

The term GRANTOR as used herein shall include the plural as well as the singular number and word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS WHEREOF GRANTOR has executed this Irrevocable Offer of Dedication this 25th day of July, 2014.

GRANTOR: The Benz Revocable Living Trust dated July 6, 2006

by:

Paul M. Benz

Paul M. Benz, Co-Trustee

by:

Jean N. Benz

Jean N. Benz, Co-Trustee

STATE OF Calif )SS  
COUNTY OF Kern )

On August 25, 2014, before me, Julie A. Sanchez, Notary Public, personally appeared Paul M. Benz & Joan N. Benz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
Julie A. Sanchez



My Commission Expires: October 22, 2014

*This area for official notarial seal*

Notary Name: Julie A. Sanchez

Notary Phone: 661-821-1233

Notary Registration Number: 1907725

County of Principal Place of Business: KERN

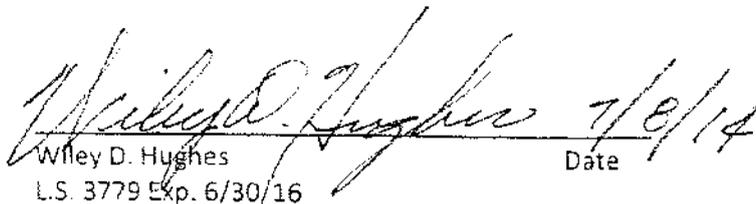
EXHIBIT 'A'

Being a portion of Parcel 2 of Lot Line Adjustment No. 2002-06 as shown in the Certificate of Compliance Recorded January 22, 2003 as Document No. 0203011620 of Official Records in the Kern County Recorder's Office, lying in the Southwest Quarter of Section 22 T. 32 S., R. 33 E., M.D.M., lying in the City of Tehachapi, County of Kern, State of California, more particularly described as follows;

Commencing at the West Quarter corner of said Section 22, thence  $500^{\circ}52'00''$ W along the West line of the Southwest Quarter of said Section 22 and the centerline of Dennison Road as previously dedicated, a distance of 579.38 feet to a point on the Southwest Corner of the parcel granted to the County of Kern per document recorded December 28, 1888, in Book 28 at Pages 202, 203, and 204 of Deeds said point, also being the Northwest corner of said Parcel 2 as shown on said Certificate of Compliance; thence  $S80^{\circ}22'15''$ E along the South line of said parcel granted to the County of Kern a Distance of 20.24 feet to a point on the Easterly Right-of-Way line of said Dennison Road and the TRUE POINT OF BEGINNING;

Thence continuing  $S80^{\circ}22'15''$ E along the Southerly line of said parcel granted to the County of Kern and as shown on said Certificate of Compliance a distance of 252.81 feet to the Northeast corner of said Parcel 2; thence  $S02^{\circ}05'39''$ W along the East line of said Parcel 2 a distance of 25.22 feet to a point which lies 25.00 feet South of as measured at right angles to said South line of said parcel granted to the County of Kern; thence  $N80^{\circ}22'15''$ W parallel with and 25.00 feet South of the last said South line a distance of 203.65 feet; thence  $S50^{\circ}14'53''$ W a distance of 30.36 feet to a point which lies in the East line of the West 45.00 feet of said Southwest Quarter; thence  $S00^{\circ}52'00''$ W along said East line a distance of 306.10 feet to a point which lies in the South line of said Parcel 2; thence  $N89^{\circ}08'00''$ W along last said South line a distance of 25.00 feet to a point of intersection with the East line of the West 20.00 feet of said Southwest Quarter; thence  $N00^{\circ}52'00''$ E along last said East line a distance of 358.56 feet to the TRUE POINT OF BEGINNING;

CONTAINS 14,866 SQUARE FEET (0.34 ACRES) MORE OR LESS.

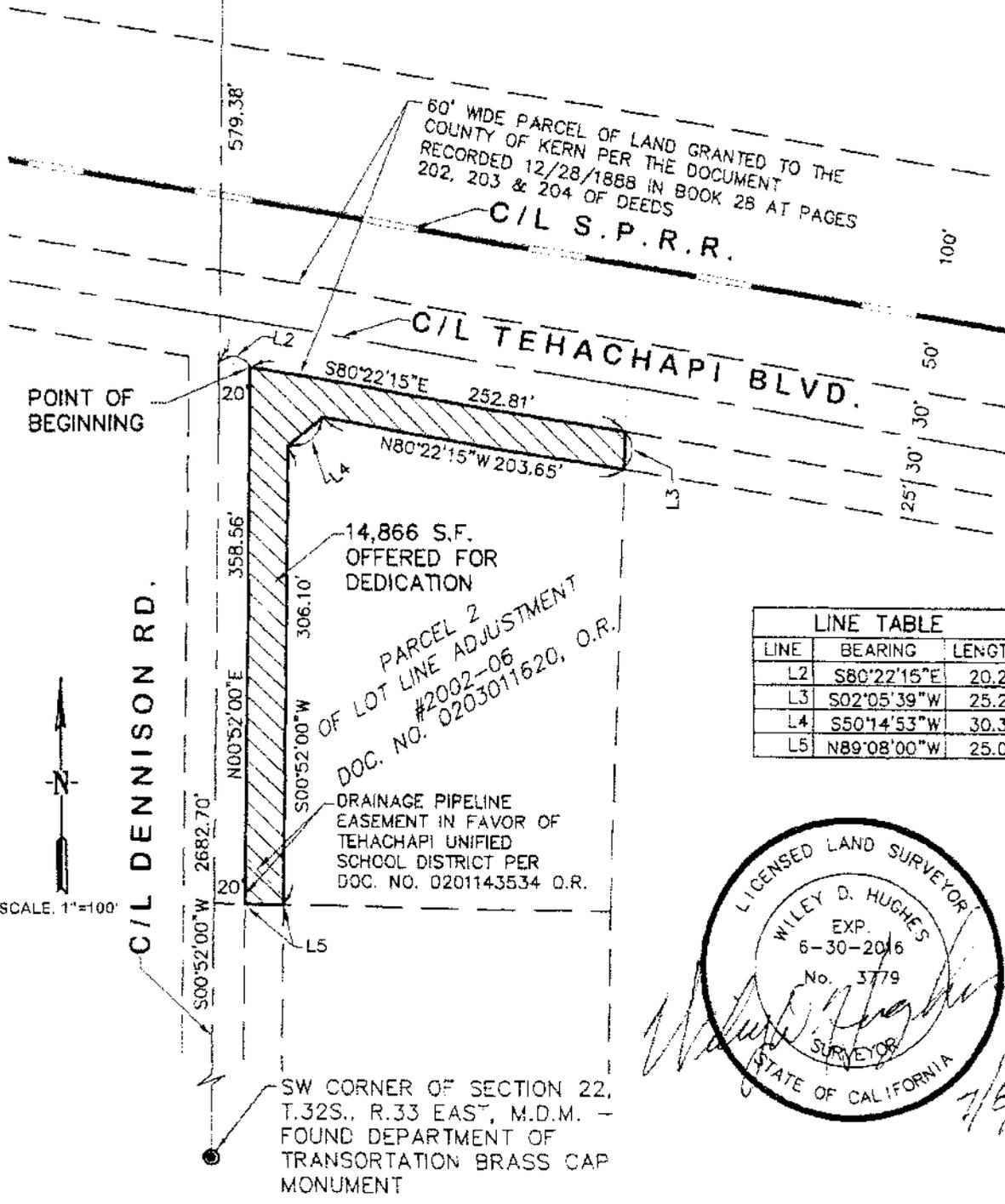
  
Wiley D. Hughes Date 7/9/14  
L.S. 3779 Exp. 6/30/16



# EXHIBIT 'B'

A PORTION OF PARCEL 2 OF LOT LINE  
ADJUSTMENT NO. 2002-06, LYING WITHIN THE  
SOUTHWEST QUARTER OF SECTION 22, T.32S.,  
R.33E., M.D.M.  
CITY OF TEHACHAPI, KERN COUNTY CALIFORNIA

POINT OF  
COMMENCING  
FOUND DEPARTMENT OF  
HIGHWAYS BRASS CAP  
MONUMENT FOR W1/4  
CORNER SECTION 22  
32/33



POINT OF  
BEGINNING

CIL DENNISON RD.

CIL TEHACHAPI BLVD.

CIL S.P.R.R.

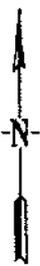
14,866 S.F.  
OFFERED FOR  
DEDICATION  
PARCEL 2  
OF LOT LINE ADJUSTMENT  
#2002-06  
DOC. NO. 0203011620, O.R.

DRAINAGE PIPELINE  
EASEMENT IN FAVOR OF  
TEHACHAPI UNIFIED  
SCHOOL DISTRICT PER  
DOC. NO. 0201143534 O.R.

SW CORNER OF SECTION 22,  
T.32S., R.33 EAST, M.D.M. -  
FOUND DEPARTMENT OF  
TRANSPORTATION BRASS CAP  
MONUMENT

LINE TABLE		
LINE	BEARING	LENGTH
L2	S80°22'15"E	20.24'
L3	S02°05'39"W	25.22'
L4	S50°14'53"W	30.36'
L5	N89°08'00"W	25.00'

SCALE: 1"=100'



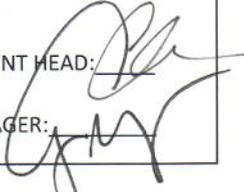
## **CERTIFICATE OF ACCEPTANCE**

I, the undersigned, am the Mayor of the City of Tehachapi and hereby accept on behalf of the City the conveyance described in the Irrevocable Offer of Dedication to which this Certificate is attached.

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**PHILIP A. SMITH, Mayor, City of  
Tehachapi, California**



APPROVED  
DEPARTMENT HEAD:   
CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014 AGENDA SECTION: ASSISTANT CITY MANAGER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS  
**FROM:** CHRIS KIRK, ASSISTANT CITY MANAGER  
**DATE:** AUGUST 28, 2014  
**SUBJECT:** BUILDING INSPECTOR JOB DESCRIPTION

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## BACKGROUND

As the Council is aware, the City's organization continues to grow and change. As this change occurs, it's important that a continual evaluation be done to ensure that job descriptions and assignments are appropriate for the long-term sustainability and success of the organization.

By way of background, in this most recent budget cycle, the City Building Department was placed under the Engineering Department and a full-time Building Inspector was budgeted to take the place of our retiring part-time Building Official. City Staff is preparing to advertise for this position. It is, therefore, a logical time to update the job description and salary schedule in order to attract an appropriate employee.

Our recent study/report prepared by CPS consulting includes an updated and detailed job description. City Staff researched existing salary ranges from numerous neighboring jurisdictions to be used in adjusting our salary schedule.

## RECOMMENDATION

**APPROVE THE UPDATED BUILDING INSPECTOR JOB DESCRIPTION AND ASSOCIATED PAY SCALE**



## BUILDING INSPECTOR

The City of Tehachapi will be accepting applications for the position of Building Inspector. The desired candidate will manage and perform field building inspection and permitting of building construction within City Limits. Common duties include coordination of building plan review, permit generation and issuance, and physical site building inspection. Applicants should expect daily interface with the community both in-office as well as on-site. This position is responsible for maintaining City building ordinances in compliance with current building codes. This activity will require periodic presentations to the City Council. Furthermore, the position includes a code enforcement component. Common duties include identifying and/or responding to code violation related issues, investigating situational details, and resolving complaints. This may result in complex and sensitive customer service issues. Organized documentation and records keeping are essential daily duties. The complete list of essential job duties is attached.

Candidates interested in this position should possess two (2) International Code Council (ICC) or International Conference of Building Officials (ICBO) Certifications as approved by the City Engineer and a minimum of five (5) years relevant building inspection work experience. Furthermore, candidates must be prepared to test for and obtain additional certifications from the ICC/ICBO within twelve (12) months of beginning employment. Experience in code enforcement and/or Spanish language skills are desirable.

**Salary:** \$3872 - \$6069 per month, plus benefit package, which includes health, dental, vision, life and retirement. Initial salary will be based on qualifications

The application deadline is 5:00 PM on \_\_\_\_\_. Applications may be obtained at Tehachapi City Hall, 115 S. Robinson St, Tehachapi, CA 93561, or by visiting our website at [www.tehachapicityhall.com](http://www.tehachapicityhall.com). The City of Tehachapi is an Equal Opportunity Employer.

## **BUILDING INSPECTOR**

### **DEFINITION**

To perform a variety of residential and commercial building inspection duties at various stages of construction, alteration and repair; to maintain a variety of inspection related records; and to provide information and assistance to the public.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from higher level supervisory or management staff.

### **ESSENTIAL AND MARGNIAL FUNCTION STATEMENTS**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

#### **Essential Functions**

Make field inspections of building construction and its components in residential, commercial and industrial applications to assure compliance with applicable codes and regulations of City, State and Federal agencies.

Examine, evaluate and approve the construction of structural framing systems in compliance with Title 24, Title 25 and applicable fire, life, and health and safety requirements.

Examine completed construction and general workmanship prior to occupancy; maintain plan files, progress reports, and properly complete permit inspection records; issues certificate of occupancy.

Investigate alleged violations of zoning ordinance and related policies.

Perform inspection duties in trade specialties such as plumbing, electrical and mechanical, structural, and finish trade areas.

May perform necessary field work and/or issue permits for residential building, plumbing, mechanical and electrical code compliance and special inspection applications.

Inspect foundation, cement, framing, plastering, plumbing, heating, and electrical installations, and a large variety of other complex and routine building system elements for compliance with applicable codes and standards of workmanship; check stud, joist, rafter spacing and other structural member factors.

Examine grade, quality, and treatment of lumber, cement, lath, wire and composition.

Ensure proper and safe installation of routine and complex building systems.

Coordinate inspection activities with other City departments and divisions.

Review plans, schedules and specifications for compliance with applicable codes and ordinances.

Ascertain conformance to Uniform Building Code, Plumbing and Electrical Codes, and pertinent provisions of State and County health and environmental ordinances.

Confer with architects, contractors, builders, and the general public in the field and office; prepare correspondence as required.

Recommend amendments to building, plumbing, mechanical and electrical codes.

Maintain detailed records and prepare reports.

Build and maintain positive working relationships with co-workers, other City of Tehachapi employees and the public using principles of good customer service.

**Marginal Functions:**

Perform related duties as assigned.

**MINIMUM QUALIFICATIONS**

**Knowledge of:**

- Principles and techniques of building inspection work

**Ability to:**

- Determine that construction systems conform to City Code requirements
- Advise on standard construction methods and requirements
- Apply City codes and policies regarding zoning, environmental matters, and other regulations to field situations
- Apply technical knowledge and follow inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations, and standard construction practices
- Perform journey level inspection skills in a variety of specialty trade areas and to perform competent and efficient work as a combination Building Inspector
- Enforce State and Municipal Codes under the jurisdiction of the department
- Work Independently with minimal supervision
- Understand and carry out oral and written directions
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work

**Experience and Training Guidelines**

*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

A minimum of two years of responsible journey experience as a Combination Building Inspector.

**Training:**

Equivalent to an Associate of Arts Degree with major course work in civil engineer, building inspection technology or a related field.

**License and Certificate:**

Possession of a valid California driver's license.

Possession of an I.C.C. Certificate as a Certified Building Inspector is required at the time of appointment. In addition, must have certification in one or more of the following building trades: plumbing, electrical, or mechanical.

**PHYSICAL AND MENTAL REQUIREMENTS**

**Mobility:** frequent standing or walking for long period of time; frequent bending and squatting; frequent climbing. **Lifting:** frequent lifting up to 25 pounds; occasional lifting up to 50 pounds. **Vision:** constant use of overall vision. **Dexterity:** frequent grasping, holding, and reaching. **Hearing/Talking:** frequent hearing and talking in person. May be required to wear ear protection or hear in noisy conditions. **Emotional/ Psychological:** frequent coworker contact; occasional working alone. **Environmental:** frequent exposure to loud noise; frequent exposure to chemicals, fumes, and other environmental substances

**WORKING CONDITIONS**

Work is often performed in an outdoor construction environment with year-round exposure to varying weather conditions. Work is subject to construction site noise and environment including exposure to loud equipment and machinery. Work is performed at various remote locations. Positions may require occasional overtime and weekend work and travel is rare

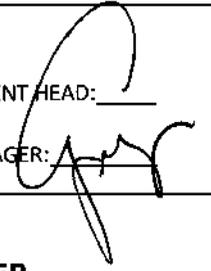
Adopted

Revised

FLSA

overtime eligible



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 2, 2014 AGENDA SECTION: CITY MANAGER

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** AUGUST 26, 2014

**SUBJECT:** SALARY PLAN

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## BACKGROUND

The latest salary plan was adopted on June 23, 2014; however, staff found it necessary to amend the adopted salary plan. First and foremost, the adopted salary plan did not reflect the California State minimum wage increase that became effective July 1, 2014. The minimum wage was raised to \$9 per hour from \$8 (a 12.5% increase).

The amendments made to the adopted salary plan are as follows:

- Part-time General Clerk's lowest wage was changed from \$8.86 per hour to \$10 per hour.
- The maximum step for part-time employees was reduced to ten from nineteen.
- Part-time Accounting Assistant wage scale was changed from \$11.94 ~ \$18.70 to \$14.76 ~ \$18.45
- The title "Building Inspector/Code Enforcement" was separated into "Building Inspector" and "Code Enforcement".
- The Building Inspector's salary now ranges from \$3,872 to \$6,069 per month.

## RECOMMENDATION

Adopt a Resolution amending the salary plan to reflect the above changes.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI,  
CALIFORNIA AMENDING THE SALARY PLAN FOR CERTAIN  
POSITION CLASSIFICATIONS IN CITY SERVICE AND AMENDING  
RESOLUTION NO. 42-14**

WHEREAS, The City Council of the City of Tehachapi may from time to time establish a plan of compensation for all Employees of the City of Tehachapi; and

WHEREAS, The City Council of the City of Tehachapi adopted Resolution No. 42-14 on June 23, 2014 establishing a salary plan; and

WHEREAS, The City Manager has prepared and recommended an amendment to the "Salary Plan" for City Employee Position Classifications; and

WHEREAS, The City Council of the City of Tehachapi desires to adopt an amendment to the "Salary Plan" for all City Employee Position Classifications.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

**Section 1** That the amendment to the Salary Plan set forth in Exhibit "A" which is attached hereto and made a part hereof shall be made a part of the Salary Plan for the City of Tehachapi.

**Section 2** That the effective date of said amendment to the Salary Plan shall be August 2, 2014.

**Section 3** That Resolution No. 42-14 is hereby amended.

Section 4

The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of August, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Phil Smith, Mayor  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
Denise Jones, CMC  
City Clerk, City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a special meeting thereof held on August 2, 2014.

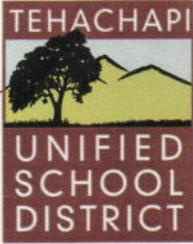
\_\_\_\_\_  
Denise Jones, CMC  
City Clerk, City of Tehachapi, California

**CITY OF TEHACHAPI**  
**SALARY PLAN FY 2014/2015**

0.0% Cost of Living Increase

Grade	MONTHLY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Building Inspector	3872	3969	4068	4170	4274	4381	4491	4603	4718	4836	4957	5081	5208	5338	5471	5608	5748	5892	6069
<b><u>PART TIME / TEMPORARY</u></b>																			
Secretary	14.76	15.13	15.51	15.90	16.30	16.71	17.13	17.56	18.00	18.45	--	--	--	--	--	--	--	--	--
Code Enforcement	20.92	21.44	21.98	22.53	23.09	23.67	24.26	24.87	25.49	26.13	--	--	--	--	--	--	--	--	--
Clerk	10.00	10.25	10.51	10.77	11.04	11.32	11.60	11.89	12.19	12.49	--	--	--	--	--	--	--	--	--
Accounting Assistant	14.76	15.13	15.51	15.90	16.30	16.71	17.13	17.56	18.00	18.45	--	--	--	--	--	--	--	--	--
Chief Building Inspector	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.92	--	--	--	--	--	--	--	--	--
Reserve Officer	19.16	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Community Service Officer	17.91	18.36	18.82	19.29	19.77	20.26	20.77	21.29	21.82	22.37	--	--	--	--	--	--	--	--	--
Laborer	12.49	12.80	13.12	13.45	13.79	14.13	14.48	14.84	15.21	15.59	--	--	--	--	--	--	--	--	--
Street Sweeper Operator	14.44	14.80	15.17	15.55	15.94	16.34	16.75	17.17	17.60	18.04	--	--	--	--	--	--	--	--	--

Date Adopted: September 2, 2014  
 Date Effective: August 2, 2014



## Office of the Superintendent

300 South Robinson Street  
Tehachapi, CA 93561

Phone: (661) 822-2100  
Fax: (661) 822-2159

August 22, 2014

Greg Garrett  
City Manager  
The City of Tehachapi  
115 S. Robinson Street  
Tehachapi CA 93561

RECEIVED

AUG 27 2014

CITY OF TEHACHAPI

Dear. Mr. Garrett;

Last spring Tehachapi Unified School District had the opportunity to apply for the California Career Pathway Trust Grant from the California Department of Education. Your organization provided strength to our application through your valued involvement in the school community, including support for STEM and CTE programs. We are pleased to inform you that Tehachapi Unified was one of eleven districts awarded state grants up to \$600,000. An additional twenty-eight large scale consortiums, many located in urban areas, also received larger awards. <http://www.cde.ca.gov/nr/ne/yr14/yr14rel58.asp> . We would not have received this grant without the outstanding support of our community.

We will be focusing on enhancing college and career readiness at Tehachapi High school through:

Growing and enhancing the Business, Engineering and Health Careers programs.

Providing a systematic program of Career Readiness skills tied to the standards for all students.

Increasing the number of students able to participate in work based learning (i.e. job shadowing, volunteer, externships, and community work placements) during their high school years.

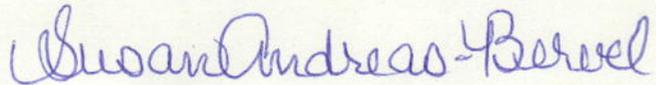
Continuing our important work of strong academics coupled with accountability.

Expanding effective strategies to transitioning students to college and/or careers after graduation.

As we continue the important work of providing a quality education to each of our community's youth, we need and are requesting your support. We will be forming T-PACTS (Tehachapi Partners Actively Creating Transitions for Students), a group of community leaders to help us with our tasks. Please expect a letter of invitation from Mr. Scott Heitman, Tehachapi High School Principal, in September inviting you to a T-PACTS meeting and proving you with a variety

of involvement opportunities. Again, thank you for your past support and we look forward to working with you in the future.

Sincerely,



Mrs. Susan Andreas-Berrel

Tehachapi Unified School District Superintendent



Mr. Scott Heitman

Tehachapi High School Principal