



# MCFARLAND CITY COUNCIL

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

## Regular Meeting Notice and Agenda

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

**Wednesday, April 16, 2025**  
**6:00 PM**

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

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**VIEW THE MEETING RECORDINGS ONLINE** at [www.mcfarlandcity.org/AgendaCenterRecordings](http://www.mcfarlandcity.org/AgendaCenterRecordings) will be available approximately one week following the meeting.

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

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

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

**CALL TO ORDER:** Mayor Saul Ayon

**ROLL CALL:**

Mayor/Chair, Saul Ayon  
Vice Mayor/Vice-Chair, Ricardo Cano

Council Member/Board Member, Anita Gonzalez  
Council Member/Board Member, Maria T. Pérez

**INVOCATION:** Councilmember Gonzalez

**PLEDGE OF ALLEGIANCE:** City Manager Viramontes

**APPROVE AGENDA AS TO FORM**

**FEATURED PET:**

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

- Featured Pet Presented by Chief of Police Knox

**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. Proclamation Recognizing May 6, 2025, as "Giving Day" in Support of Give Big Kern
2. RoadAI Update & Street Rejuvenation Plans

**DEPARTMENTAL REPORTS**

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

3. Approval of Expense Report in the Amount of \$1,155,608.52 from 3/22/2025 to 4/4/2025.
4. Approval of Payroll Report for the Month of March 2025 in the Amount of \$427,350.63
5. Approval of April 2, 2025, Regular Meeting Minutes
6. Waive full reading and adopt Ordinance No. 1-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 16.48.020 OF THE MCFARLAND MUNICIPAL CODE RELATED TO COLLECTION OF DEVELOPMENT IMPACT FEES
7. Approval of Resolution No. 2025-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE ACCEPTANCE OF A DONATION FROM DR. HAIR AND AUTHORIZING A BUDGET APPROPRIATION TO THE GENERAL FUND FOR THE PURCHASE OF TWO DRONES

**PUBLIC HEARINGS**

8. Approval of Resolution No. 2025-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING CITY OWNED PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO CALIFORNIA GOVERNMENT CODE §§ 54221(f)(1)(C)
9. Waive full reading and introduce Ordinance No. 2-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 17 OF THE MCFARLAND MUNICIPAL CODE RELATED TO NONCONFORMING USES

**ADMINISTRATIVE AGENDA**

10. Approval of Resolution No. 2025-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AWARDED A CONTRACT TO

CLIFTONLARSONALLEN LLP FOR PROFESSIONAL AUDITING SERVICES AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

11. Approval of Resolution No. 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A BUDGET APPROPRIATION AND AUTHORIZING A LEASE AGREEMENT WITH FLOCK SAFETY TO IMPLEMENT GUNSHOT DETECTION CAPABILITIES
12. Approval Of Resolution No. 2025-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A COMMUNITY DEVELOPMENT TECHNOLOGY SERVICES CONTRACT WITH GOVWELL
13. Report, Discussion, and Direction on the Appeal of Temporary Use Permit 2025-001 Conditions of Approval
14. Approval of Resolution No. 2025-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE RECORDATION OF TEMPORARY USE PERMIT 2025-0002
15. Approval of Resolution No. 2025-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING RESOLUTION 2025-36 AND THE RECORDATION OF TEMPORARY USE PERMIT 2025-0003
16. Review and Discuss City Council Applications

**PUBLIC COMMENT:** Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

**COUNCIL COMMENTS**

**REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS**

- a. Kern Local Agency Formation Commission (LAFCO)

**COUNCIL STATEMENTS AND REPORTS:**

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

**CLOSED SESSION**

17. Public Employment § 54957 Title: Captain

**ADJOURNMENT**

This is to certify this agenda was posted at McFarland City Hall on April 11, 2025.

*Erika De La Cruz*

Erika De La Cruz, City Clerk

*Diego Viramontes*

Diego Viramontes, City Manager

**Next Meeting: Regular City Council May 7, 2025.**

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All agenda item and/or supporting documentation is available for public review on the city website at [www.mcfarlandcity.org](http://www.mcfarlandcity.org) and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.



# Proclamation

***Recognizing May 6, 2025, as "Giving Day" in Support of Give Big Kern***

**WHEREAS**, Give Big Kern is an annual day of giving hosted by the Kern Community Foundation that unites residents in support of local nonprofit organizations through donations, volunteerism, and community spirit; and

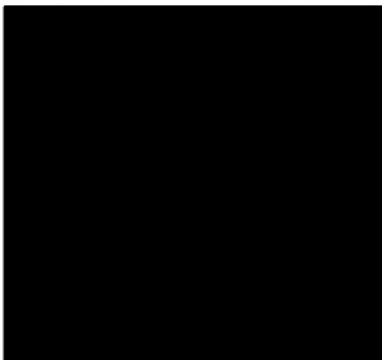
**WHEREAS**, since 2016, Give Big Kern has raised millions of dollars for hundreds of nonprofits, strengthening the capacity and sustainability of organizations that serve Kern County's most critical needs; and

**WHEREAS**, the City of McFarland values the essential role of nonprofits in supporting education, health, safety, economic opportunity, and community well-being, particularly in underserved areas; and

**WHEREAS**, Give Big Kern reflects a shared vision of generosity and civic engagement, bringing communities together to make Kern County a better place to live, work, and thrive;

**NOW, THEREFORE, I, BE IT PROCLAIMED** that I, Saul Ayon, Mayor of the City of McFarland, on behalf of the McFarland City Council, do hereby recognize **May 6, 2025**, as "**Giving Day**" in the City of McFarland and encourage all residents to participate in Give Big Kern and support the nonprofits that uplift our community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the City of McFarland to be affixed this 16th day of April, 2025.



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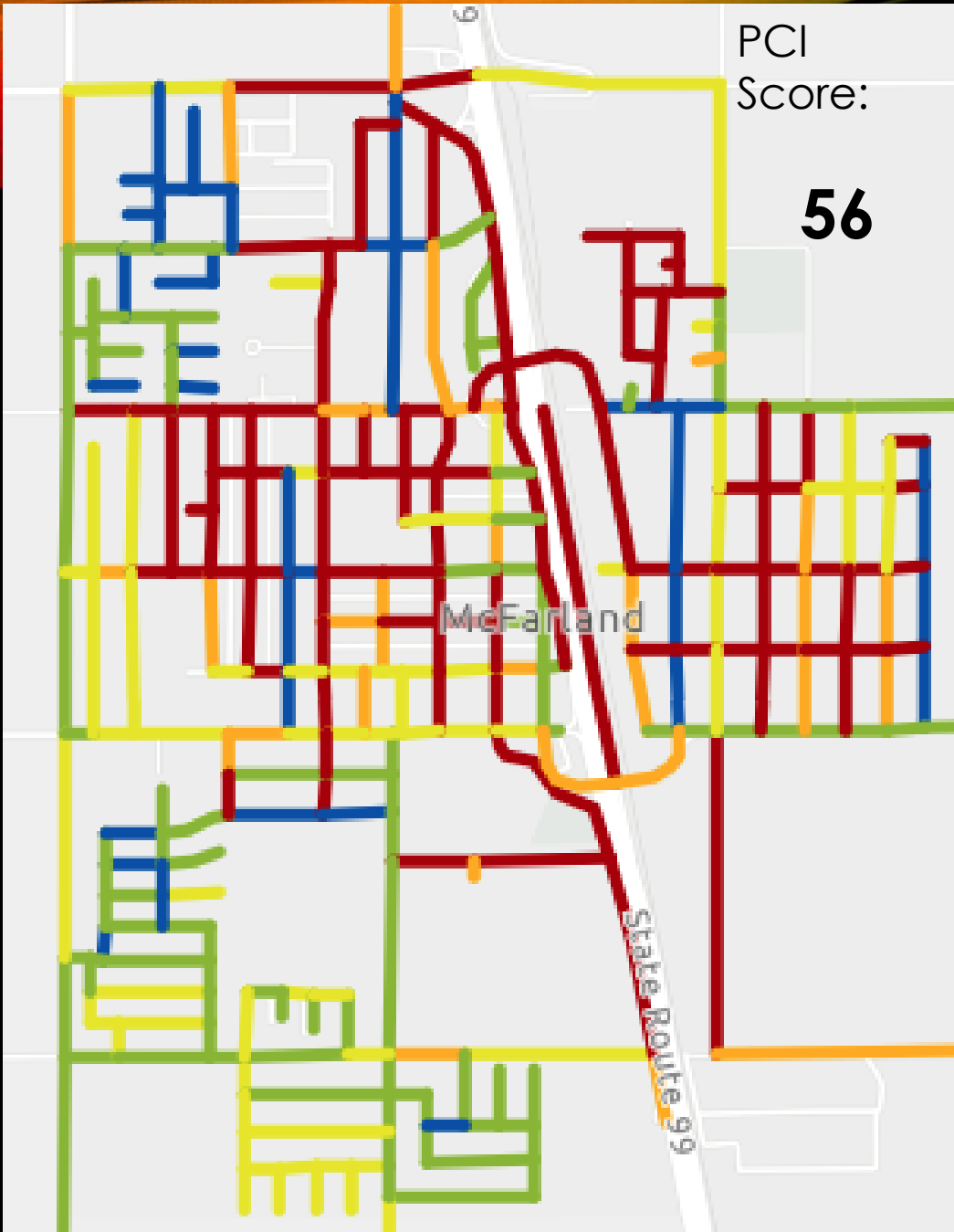
*Saul Ayon  
City of McFarland Mayor*



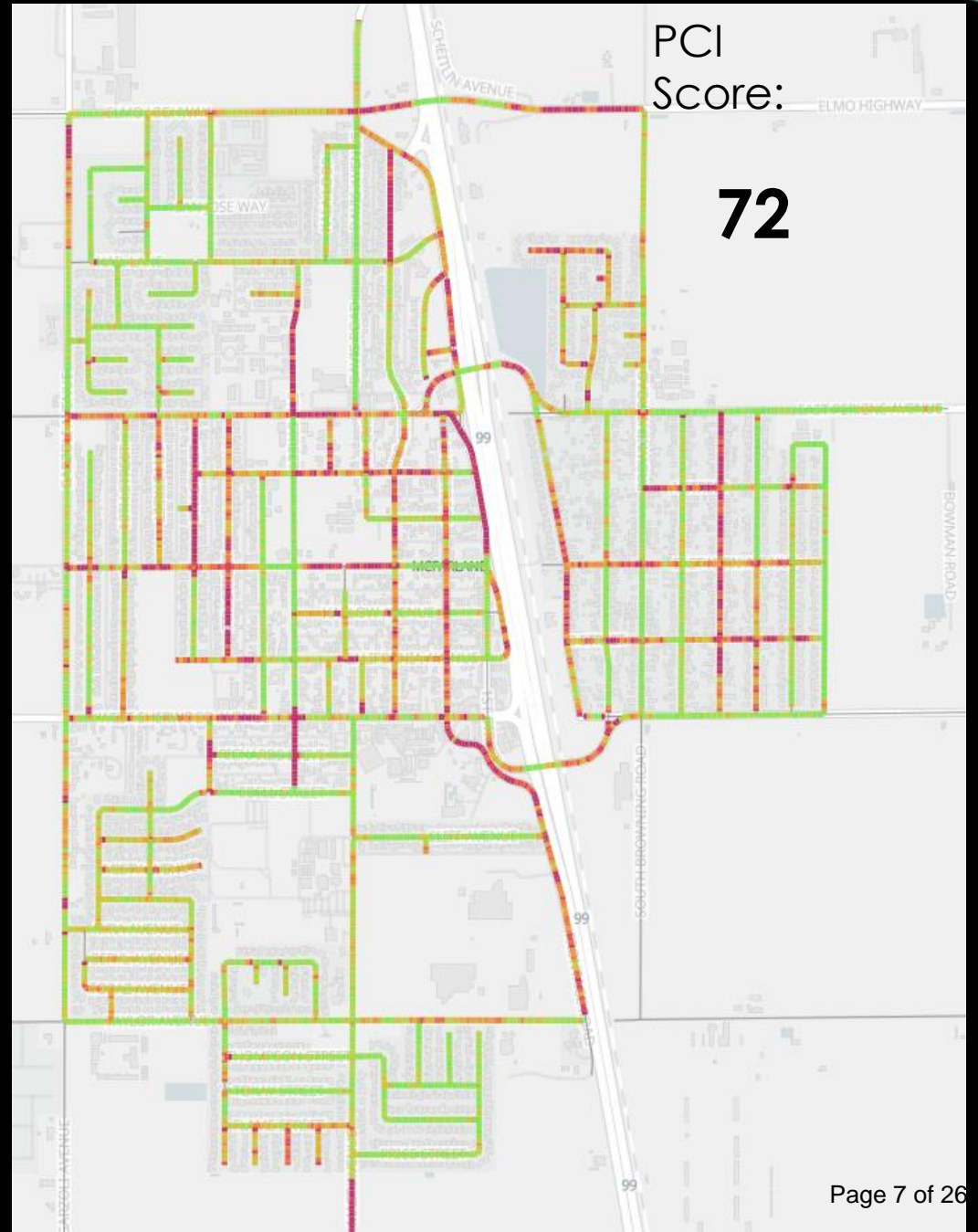
# 2025 ROADAI & STREET REJUVENATION PLAN

City of McFarland

2022



2025



# 2024 SLURRY SEAL



# 3<sup>RD</sup> STREET (2022)



A vibrant rainbow graphic with a black border, positioned at the top of the page.

# 3<sup>RD</sup> STREET (2025)



4<sup>TH</sup> PLACE (2022)



4<sup>TH</sup> PLACE (2025)



A decorative rainbow graphic with a black background, spanning the top of the page. The colors transition from red on the left to purple on the right.

# MT. ARBOR (2022)



# MT. ARBOR (2025)



# CLIFF AVE (2022)



# CLIFF AVE (2025)



# 5<sup>TH</sup> ST (2022)

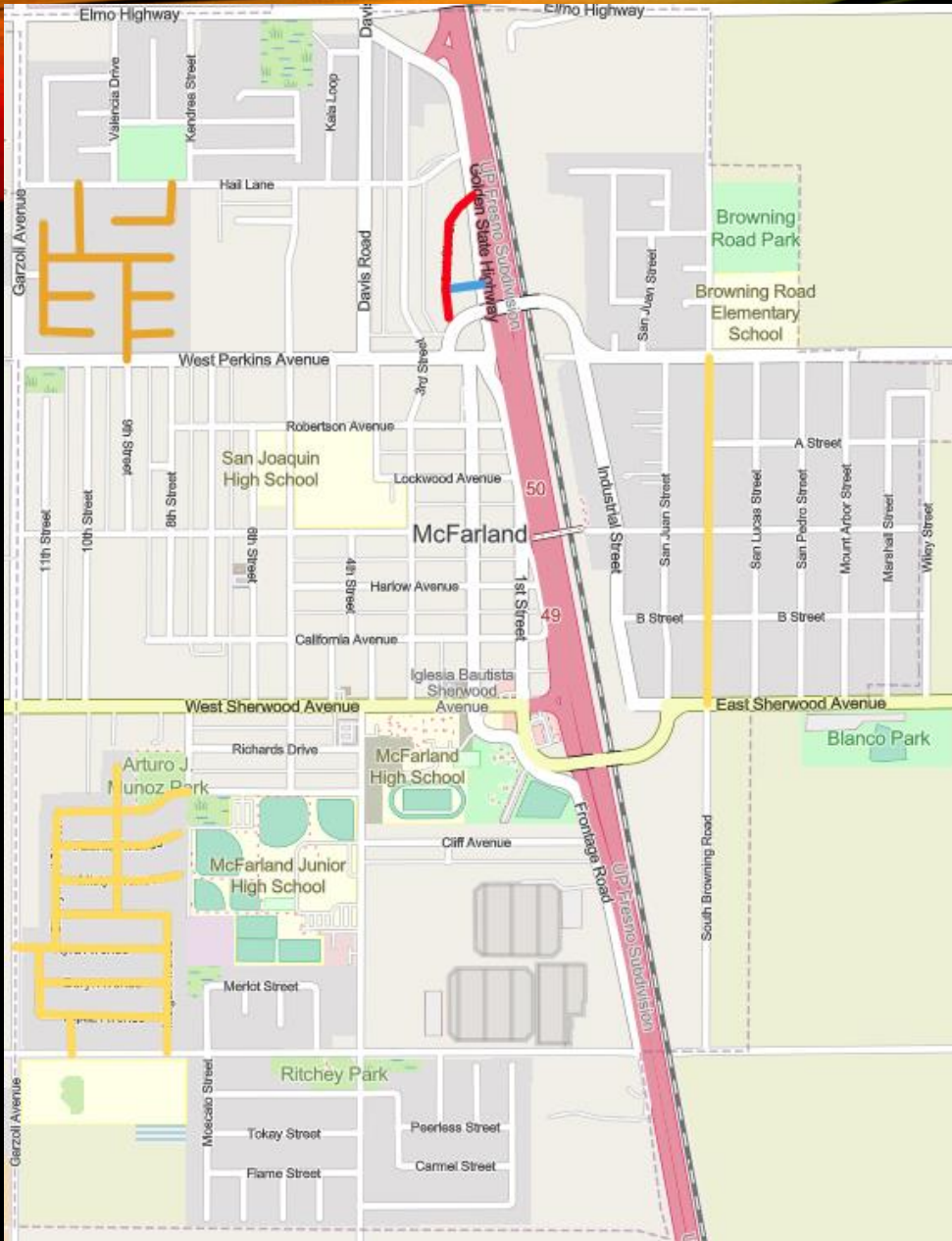




# 5<sup>TH</sup> ST (2025)



# 2025 RECLAMITE



Street	From	To
2nd St	Frontage Rd.	Cul de Sac
Hopper St	Frontage Rd.	2nd St.
California Ave	2nd St.	6th Ave.
Rio Santana Ct.	Hail Ln.	Cul de Sac
Acapulco Dr.	Hail Ln.	Cabo San Lucas
Cabo San Lucas	Costa Alyssa Ct.	Cul de Sac
Costa Alyssa Ct/Loreto	Quintana Ct.	Cul de Sac
San Miguel Ct	Costa Alyssa Ct.	Cul de Sac
Quintana Ct	Costa Alyssa Ct.	Cul de Sac
Ensenada Dr.	W. Perkins Ave.	Cabo San Lucas
Rio Caribe Ct.	Ensenada Dr.	Cul de Sac
La Paz Ct.	Ensenada Dr.	Cul de Sac
Ebell St	Woodruff	Cherrywood
Azurite Ave	Cherrywood	Dead End
Misty Ave	Cherrywood	Dead End
Hayden Ave	Cherrywood	Melgar
Kyra Ave	Garzoli	Melgar
Beryl Ave	Yahut	Melgar
Topaz Ave	Yahut	Melgar
Grajeda St	Taylor	Topaz
Cherrywood St	Kyra	Ebell
Yahut St	Topaz	Kyra
Melgar Ave	Taylor	Hayden
Cedar Grove St	Hayden	Dead End
Browning Rd.	E. Perkins	E. Sherwood

# 2025 SLURRY & CAPE SEAL



Street	From	To
Fernwood St	San Juan	Brentwood
Brentwood Ct	Dead End	Wildwood
Wildwood Way	Glenwood	Brentwood
Edgewood Ct	Dead End	Wildwood
Glenwood Ave	Fernwood	Browning
4th St	Robertson Ave.	W.Perkins Ave.
5th St	Robertson Ave.	W.Perkins Ave.

Street	From	To
Woodruff	Ebell St.	W. Sherwood Ave.
S. 5th St.	Ebell St.	W. Sherwood Ave.
Frontage Rd.	W. Kern Ave.	Davis
2nd St.	Kern Ave.	W. Sherwood Ave.
Industrial St.	E. Sherwood Ave.	E. Perkins Ave.
Frontage Rd.	W. Sherwood Ave.	Cliff Ave.
W. Kern Ave.	5th Street	Garzoli Ave.
5th St.	W.Perkins	Hail Ln.



# Expense Approval Report

By Vendor Name

Payment Dates 3/22/2025 - 4/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AAA Services - AAA Services</b>					
AAA Services	Inv. 164040	04/01/2025	Inv. 164040 Annual Service & F..01-150-56000-0000-1		365.86
AAA Services	Inv. 164040	04/01/2025	Inv. 164040 Annual Service & F..01-150-56400-0000-1		112.56
<b>Vendor AAA Services - AAA Services Total:</b>					<b>478.42</b>
<b>Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.</b>					
Amazon Capital Services, Inc.	INV 1VHK-XDWR-DD37 Suppli...	03/26/2025	INV 1VHK-XDWR-DD37 Suppli... 01-111-57200-0000-1		86.45
<b>Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:</b>					<b>86.45</b>
<b>Vendor: American Fidelity - American Fidelity</b>					
American Fidelity	INV0029550	04/03/2025	American Fidelity Accident 2* ...30-22800-0000-1		31.38
American Fidelity	INV0029551	04/03/2025	American Fidelity - Disability I...01-22700-0000-1		18.87
American Fidelity	INV0029551	04/03/2025	American Fidelity - Disability I...30-22700-0000-1		65.75
American Fidelity	INV0029551	04/03/2025	American Fidelity - Disability I...31-22700-0000-1		10.53
American Fidelity	INV0029551	04/03/2025	American Fidelity - Disability I...32-22700-0000-1		21.97
American Fidelity	INV0029552	04/03/2025	Health FSA	01-22600-0000-1	34.32
American Fidelity	INV0029552	04/03/2025	Health FSA	30-22600-0000-1	74.86
American Fidelity	INV0029552	04/03/2025	Health FSA	31-22600-0000-1	46.73
American Fidelity	INV0029552	04/03/2025	Health FSA	32-22600-0000-1	74.85
American Fidelity	INV0029553	04/03/2025	Life 1	01-22900-0000-1	15.43
American Fidelity	INV0029553	04/03/2025	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0029553	04/03/2025	Life 1	30-22900-0000-1	46.74
American Fidelity	INV0029553	04/03/2025	Life 1	31-22900-0000-1	3.93
American Fidelity	INV0029553	04/03/2025	Life 1	32-22900-0000-1	19.94
American Fidelity	INV0029554	04/03/2025	Life 2	01-22900-0000-1	4.59
American Fidelity	INV0029554	04/03/2025	Life 2	30-22900-0000-1	6.88
American Fidelity	INV0029554	04/03/2025	Life 2	32-22900-0000-1	6.87
American Fidelity	INV0029562	04/03/2025	Cancer 1 American Fidelity	01-22950-0000-1	1.09
American Fidelity	INV0029562	04/03/2025	Cancer 1 American Fidelity	30-22950-0000-1	1.63
American Fidelity	INV0029562	04/03/2025	Cancer 1 American Fidelity	32-22950-0000-1	1.62
American Fidelity	INV0029563	04/03/2025	Cancer 1 American Fidelity	30-22950-0000-1	5.82
American Fidelity	INV0029564	04/03/2025	Cancer 2* - American Fidelity ...	01-22950-0000-1	2.18
American Fidelity	INV0029564	04/03/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	3.27
American Fidelity	INV0029564	04/03/2025	Cancer 2* - American Fidelity ...	32-22950-0000-1	3.26
American Fidelity	INV0029565	04/03/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	8.71
American Fidelity	INV0029606	04/03/2025	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0029607	04/03/2025	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0029608	04/03/2025	American Fidelity - Disability I...	01-22700-0000-1	129.49
American Fidelity	INV0029609	04/03/2025	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0029610	04/03/2025	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0029630	04/03/2025	Cancer 1 American Fidelity	01-22950-0000-1	13.53
<b>Vendor American Fidelity - American Fidelity Total:</b>					<b>748.79</b>
<b>Vendor: Arredondo Automotive - Arredondo Automotive Group</b>					
Arredondo Automotive Group	Inv. 300372	04/01/2025	Inv. 300372 Unit 23 - Sensor /...	01-150-56600-0000-1	1,893.91
<b>Vendor Arredondo Automotive - Arredondo Automotive Group Total:</b>					<b>1,893.91</b>
<b>Vendor: At&amp;t Mobility - At&amp;t Mobility</b>					
At&t Mobility	AT&T April 2024 Monthly PW ...	03/27/2025	AT&T April 2024 Monthly PW ...	01-180-57800-0000-1	52.31
At&t Mobility	AT&T April 2024 Monthly PW ...	03/27/2025	AT&T April 2024 Monthly PW ...	20-200-57800-0000-1	10.47
At&t Mobility	AT&T April 2024 Monthly PW ...	03/27/2025	AT&T April 2024 Monthly PW ...	30-500-57800-0000-1	171.35
At&t Mobility	AT&T April 2024 Monthly PW ...	03/27/2025	AT&T April 2024 Monthly PW ...	32-510-57800-0000-1	220.58
At&t Mobility	AT&T April 2024 Monthly PW ...	03/27/2025	AT&T April 2024 Monthly PW ...	34-520-57800-0000-1	52.31
<b>Vendor At&amp;t Mobility - At&amp;t Mobility Total:</b>					<b>507.02</b>

Expense Approval Report

Payment Dates: 3/22/2025 - 4/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Auto Zone - Auto Zone</b>					
Auto Zone	Inv. 6270071259	04/01/2025	Inv. 6270071259 Krylon Fusion..	01-150-56600-0000-1	10.28
<b>Vendor Auto Zone - Auto Zone Total:</b>					<b>10.28</b>
<b>Vendor: Bakersfield Well - Bakersfield Well</b>					
Bakersfield Well	INV SI #RB 2510	04/01/2025	INV SI #RB 2510 Browning Well	32-510-56410-0000-1	1,500.00
<b>Vendor Bakersfield Well - Bakersfield Well Total:</b>					<b>1,500.00</b>
<b>Vendor: BHT Engineering, Inc - BHT Engineering, Inc.</b>					
BHT Engineering, Inc.	INV MC25-002	04/01/2025	GL should be 25-000-52960-8...	25-000-52960-8280-1	972.50
<b>Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:</b>					<b>972.50</b>
<b>Vendor: BraxBro, Inc. - BraxBro, Inc.</b>					
BraxBro, Inc.	INV 1534	04/01/2025	INV 1534 Browning Well RO S...	32-510-56000-0000-1	1,000.00
<b>Vendor BraxBro, Inc. - BraxBro, Inc. Total:</b>					<b>1,000.00</b>
<b>Vendor: BSK ASSOCIATES - BSK ASSOCIATES</b>					
BSK ASSOCIATES	INV AI05488 WWTP BOD TSS	03/25/2025	INV AI05488 WWTP BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AI06946 WWTP BOD TSS	03/25/2025	INV AI06946 WWTP BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AI08468 WWTP BOD Chlor..	03/25/2025	INV AI08468 WWTP BOD Chlor..	30-500-58200-0000-1	280.00
<b>Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:</b>					<b>580.00</b>
<b>Vendor: California Building - California Building</b>					
California Building	15352	07/14/2022	California Building Officials - C...	01-160-52000-0000-1	215.00
<b>Vendor California Building - California Building Total:</b>					<b>215.00</b>
<b>Vendor: Cintas - Cintas Corporation No.3</b>					
Cintas Corporation No.3	INV 4222739192 Public Works...	03/25/2025	INV 4222739192 Public Works...	01-180-51800-0000-1	189.86
Cintas Corporation No.3	INV 4222739192 Public Works...	03/25/2025	INV 4222739192 Public Works...	20-200-51800-0000-1	82.79
Cintas Corporation No.3	INV 4222739192 Public Works...	03/25/2025	INV 4222739192 Public Works...	30-500-51800-0000-1	176.37
Cintas Corporation No.3	INV 4222739192 Public Works...	03/25/2025	INV 4222739192 Public Works...	32-510-51800-0000-1	106.85
Cintas Corporation No.3	INV 4222739192 Public Works...	03/25/2025	INV 4222739192 Public Works...	34-520-51800-0000-1	9.78
Cintas Corporation No.3	INV 4223416463	04/01/2025	INV 4223416463 Public Works...	01-180-51800-0000-1	148.00
Cintas Corporation No.3	INV 4223416463	04/01/2025	INV 4223416463 Public Works...	20-200-51800-0000-1	78.89
Cintas Corporation No.3	INV 4223416463	04/01/2025	INV 4223416463 Public Works...	30-500-51800-0000-1	173.34
Cintas Corporation No.3	INV 4223416463	04/01/2025	INV 4223416463 Public Works...	32-510-51800-0000-1	159.41
Cintas Corporation No.3	INV 4223416463	04/01/2025	INV 4223416463 Public Works...	34-520-51800-0000-1	5.88
<b>Vendor Cintas - Cintas Corporation No.3 Total:</b>					<b>1,131.17</b>
<b>Vendor: Core &amp; Main LP - Core &amp; Main LP</b>					
Core & Main LP	INV U684193	06/03/2024	INV U684193 Meter ADPT	32-510-56410-0000-1	205.89
Core & Main LP	INV0027078	06/05/2024	INV U684193 METER PARTS	32-510-57400-0000-1	205.89
Core & Main LP	INV0027079	06/05/2024	U844821 METER TOOLS	32-510-56410-0000-1	284.52
Core & Main LP	INV0027080	06/05/2024	U883245 STOCK METERS	32-510-56410-0000-1	28.45
Core & Main LP	U845264	06/06/2024	U845264 2" METER STOCK	32-510-56410-0000-1	1,113.53
Core & Main LP	INV 0009466 Water Sampling ...	03/25/2025	INV 0009466 Water Sampling ...	32-510-56400-0000-1	858.00
Core & Main LP	INV 0014546	04/01/2025	INV 0014546 Water Dept. Ope...	32-510-57400-0000-1	253.89
Core & Main LP	INV W190661	04/01/2025	INV W190661 Water Dept. Me...	32-510-57400-0000-1	3,788.75
Core & Main LP	INV W191639	04/01/2025	INV W191639 Water Dept. Me...	32-510-57400-0000-1	3,788.75
Core & Main LP	INV W421184	04/01/2025	INV W421184 Water Dept. Rel...	32-510-56400-0000-1	1,488.44
<b>Vendor Core &amp; Main LP - Core &amp; Main LP Total:</b>					<b>12,016.11</b>
<b>Vendor: CRISTAL PULIDO - CRISTAL PULIDO</b>					
CRISTAL PULIDO	INV0029534	03/25/2025	03.22.25 Pulido Veterans Hall...	01-24000-0000-1	350.00
<b>Vendor CRISTAL PULIDO - CRISTAL PULIDO Total:</b>					<b>350.00</b>
<b>Vendor: Delano Propane - Delano Propane</b>					
Delano Propane	INV 162596 Streets Dept. Pro...	03/26/2025	INV 162596 Streets Dept. Pro...	01-180-54000-0000-1	66.28
<b>Vendor Delano Propane - Delano Propane Total:</b>					<b>66.28</b>
<b>Vendor: Department of Transp - Department of Transportation</b>					
Department of Transportation	INV SL250314 Signals & Lighti...	03/26/2025	INV SL250314 Signals & Lighti...	01-180-58100-0000-1	27.59
Department of Transportation	INV SL250314 Signals & Lighti...	03/26/2025	INV SL250314 Signals & Lighti...	20-200-58100-0000-1	27.59
<b>Vendor Department of Transp - Department of Transportation Total:</b>					<b>55.18</b>
<b>Vendor: EDD - EDD</b>					
EDD	INV0029538	04/03/2025	State Income Tax Withholding	01-22200-0000-1	379.65
EDD	INV0029538	04/03/2025	State Income Tax Withholding	32-22200-0000-1	229.12

Expense Approval Report

Payment Dates: 3/22/2025 - 4/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0029539	04/03/2025	SDI - State Disability Insurance	01-22200-0000-1	92.17
EDD	INV0029539	04/03/2025	SDI - State Disability Insurance	30-22200-0000-1	6.58
EDD	INV0029539	04/03/2025	SDI - State Disability Insurance	32-22200-0000-1	53.16
EDD	INV0029543	04/03/2025	SDI - State Disability Insurance	01-22200-0000-1	0.64
EDD	INV0029543	04/03/2025	SDI - State Disability Insurance	30-22200-0000-1	0.64
EDD	INV0029543	04/03/2025	SDI - State Disability Insurance	31-22200-0000-1	0.64
EDD	INV0029543	04/03/2025	SDI - State Disability Insurance	32-22200-0000-1	0.64
EDD	INV0029568	04/03/2025	State Income Tax Withholding	01-22200-0000-1	1,071.43
EDD	INV0029568	04/03/2025	State Income Tax Withholding	20-22200-0000-1	37.75
EDD	INV0029568	04/03/2025	State Income Tax Withholding	30-22200-0000-1	560.73
EDD	INV0029568	04/03/2025	State Income Tax Withholding	31-22200-0000-1	258.82
EDD	INV0029568	04/03/2025	State Income Tax Withholding	32-22200-0000-1	728.08
EDD	INV0029568	04/03/2025	State Income Tax Withholding	34-22200-0000-1	52.28
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	01-22200-0000-1	488.50
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	20-22200-0000-1	57.91
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	30-22200-0000-1	262.67
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	31-22200-0000-1	100.24
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	32-22200-0000-1	300.94
EDD	INV0029569	04/03/2025	SDI - State Disability Insurance	34-22200-0000-1	23.00
EDD	INV0029570	04/03/2025	State Unemployment Insuran...	32-22250-0000-1	57.48
EDD	INV0029571	04/03/2025	Employment Training Tax	32-22275-0000-1	1.34
EDD	INV0029601	04/03/2025	State Income Tax Withholding	01-22200-0000-1	240.81
EDD	INV0029602	04/03/2025	SDI - State Disability Insurance	01-22200-0000-1	47.96
EDD	INV0029633	04/03/2025	State Income Tax Withholding	01-22200-0000-1	3,983.04
EDD	INV0029634	04/03/2025	SDI - State Disability Insurance	01-22200-0000-1	1,115.77
EDD	INV0029635	04/03/2025	State Unemployment Insuran...	01-22250-0000-1	79.20
EDD	INV0029636	04/03/2025	Employment Training Tax	01-22275-0000-1	1.84

**Vendor EDD - EDD Total: 10,233.03**

Vendor: Edison - Edison

Edison	Edison August 2024 70046845... 03/27/2025	Edison August 2024 70046845... 32-510-58000-0000-1	14,000.00
<b>Vendor Edison - Edison Total:</b>			<b>14,000.00</b>

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...INV0029536	04/03/2025	Federal Income Tax Withholdi...	01-22050-0000-1	992.58
Electronic Federal Tax Paymen...INV0029536	04/03/2025	Federal Income Tax Withholdi...	32-22050-0000-1	531.66
Electronic Federal Tax Paymen...INV0029537	04/03/2025	Social Security	01-22100-0000-1	952.32
Electronic Federal Tax Paymen...INV0029537	04/03/2025	Social Security	30-22100-0000-1	67.96
Electronic Federal Tax Paymen...INV0029537	04/03/2025	Social Security	32-22100-0000-1	549.42
Electronic Federal Tax Paymen...INV0029540	04/03/2025	Medicare	01-22150-0000-1	222.70
Electronic Federal Tax Paymen...INV0029540	04/03/2025	Medicare	30-22150-0000-1	15.90
Electronic Federal Tax Paymen...INV0029540	04/03/2025	Medicare	32-22150-0000-1	128.48
Electronic Federal Tax Paymen...INV0029542	04/03/2025	Social Security	01-22100-0000-1	6.64
Electronic Federal Tax Paymen...INV0029542	04/03/2025	Social Security	30-22100-0000-1	6.62
Electronic Federal Tax Paymen...INV0029542	04/03/2025	Social Security	31-22100-0000-1	6.62
Electronic Federal Tax Paymen...INV0029542	04/03/2025	Social Security	32-22100-0000-1	6.62
Electronic Federal Tax Paymen...INV0029544	04/03/2025	Medicare	01-22150-0000-1	1.52
Electronic Federal Tax Paymen...INV0029544	04/03/2025	Medicare	30-22150-0000-1	1.56
Electronic Federal Tax Paymen...INV0029544	04/03/2025	Medicare	31-22150-0000-1	1.56
Electronic Federal Tax Paymen...INV0029544	04/03/2025	Medicare	32-22150-0000-1	1.56
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	01-22050-0000-1	2,228.14
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	20-22050-0000-1	122.10
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	30-22050-0000-1	1,260.27
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	31-22050-0000-1	582.62
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	32-22050-0000-1	1,216.10
Electronic Federal Tax Paymen...INV0029566	04/03/2025	Federal Income Tax Withholdi...	34-22050-0000-1	151.65
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	01-22100-0000-1	5,047.66
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	20-22100-0000-1	598.38
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	30-22100-0000-1	2,714.04
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	31-22100-0000-1	1,035.68
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	32-22100-0000-1	3,110.24
Electronic Federal Tax Paymen...INV0029567	04/03/2025	Social Security	34-22100-0000-1	237.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	01-22150-0000-1	1,180.58
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	20-22150-0000-1	139.94
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	30-22150-0000-1	634.66
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	31-22150-0000-1	242.24
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	32-22150-0000-1	727.40
Electronic Federal Tax Paymen...	INV0029572	04/03/2025	Medicare	34-22150-0000-1	55.60
Electronic Federal Tax Paymen...	INV0029600	04/03/2025	Social Security	01-22100-0000-1	495.62
Electronic Federal Tax Paymen...	INV0029603	04/03/2025	Medicare	01-22150-0000-1	115.92
Electronic Federal Tax Paymen...	INV0029631	04/03/2025	Federal Income Tax Withholdi...	01-22050-0000-1	9,071.74
Electronic Federal Tax Paymen...	INV0029632	04/03/2025	Social Security	01-22100-0000-1	11,628.78
Electronic Federal Tax Paymen...	INV0029637	04/03/2025	Medicare	01-22150-0000-1	2,719.62
<b>Vendor EFTPS - Electronic Federal Tax Payment System Total:</b>					<b>48,810.42</b>

Vendor: EDIS - Employer Driven Insurance Services Inc

Employer Driven Insurance Se...	INV0029573	03/24/2025	MBI EDIS 03/24/2025 Bank Dr...	01-110-50500-0000-1	5.00
Employer Driven Insurance Se...	INV0029573	03/24/2025	MBI EDIS 03/24/2025 Bank Dr...	01-150-50500-0000-1	5.00
Employer Driven Insurance Se...	INV0029584	03/25/2025	MBI EDIS 03/25/2025 CHECK ...	01-180-50500-0000-1	58.20
Employer Driven Insurance Se...	INV0029584	03/25/2025	MBI EDIS 03/25/2025 CHECK ...	20-200-50500-0000-1	1.80
<b>Vendor EDIS - Employer Driven Insurance Services Inc Total:</b>					<b>70.00</b>

Vendor: Ferguson Enterprises - Ferguson Enterprises

Ferguson Enterprises	INV 0026788 WWTP	03/26/2025	INV 0026788	32-510-56400-0000-1	71.66
Ferguson Enterprises	INV 0027124	04/01/2025	INV 0027124 Water Dept. Me...	32-510-57400-0000-1	912.19
<b>Vendor Ferguson Enterprises - Ferguson Enterprises Total:</b>					<b>983.85</b>

Vendor: ultrex managemen - Flex Print Intermediate LLC

Flex Print Intermediate LLC	Inv. 4327921	04/01/2025	Inv. 4327921-CAL CN35796-01...	01-150-52200-0000-1	70.82
<b>Vendor ultrex managemen - Flex Print Intermediate LLC Total:</b>					<b>70.82</b>

Vendor: Fred C. Gilbert - Fred C. Gilbert

Fred C. Gilbert	INV 312919 Cl2 Pump Tubing ...	03/26/2025	INV 312919 Cl2 Pump Tubing ...	32-510-56400-0000-1	53.53
Fred C. Gilbert	INV 312880	04/01/2025	INV 312880 Water Dept. Extra...	32-510-57400-0000-1	3,268.77
<b>Vendor Fred C. Gilbert - Fred C. Gilbert Total:</b>					<b>3,322.30</b>

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	INV0029575	04/01/2025	Frontier Aor 15 53019821940...	32-510-57800-0000-1	100.53
<b>Vendor Frontier - Frontier California Inc. Total:</b>					<b>100.53</b>

Vendor: Goldsmith Constructi - Goldsmith Construction Company Inc.

Goldsmith Construction Comp...	INV 402501124	04/01/2025	INV 402501124 WWTP Repair...	30-500-56000-2538-1	3,730.28
Goldsmith Construction Comp...	INV 402501125	04/01/2025	INV 402501125 WWTP Leak R...	30-500-56000-2538-1	3,191.60
<b>Vendor Goldsmith Constructi - Goldsmith Construction Company Inc. Total:</b>					<b>6,921.88</b>

Vendor: Grainger - Grainger

Grainger	INV 91416685189 Veterans Ha..	03/26/2025	INV 91416685189 Veterans Ha...	01-185-56400-0000-1	287.65
Grainger	INV 9149784195 Veterans Hall..	03/26/2025	INV 9149784195 Veterans Hall...	01-185-56400-0000-1	284.48
Grainger	INV 9415314575 Well 6 Maint...	03/26/2025	INV 9415314575 Well 6 Maint...	32-510-56400-0000-1	124.05
Grainger	INV 9417957132 Veterans Hall..	03/26/2025	INV 9417957132 Veterans Hall...	01-185-56400-0000-1	141.76
<b>Vendor Grainger - Grainger Total:</b>					<b>837.94</b>

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 854386 Street Dept. Main...	03/25/2025	INV 854386 Street Dept. Main...	01-180-56410-0000-1	48.70
Granite Auto Parts Inc	INV 854502 Water Dept. Oper...	03/25/2025	INV 854502 Water Dept. Oper...	32-510-57400-0000-1	4.10
Granite Auto Parts Inc	INV 854694 WWTP Operating ...	03/25/2025	INV 854694 WWTP Operating ...	30-500-57400-0000-1	125.07
Granite Auto Parts Inc	INV 854703 Water Dept. Oper...	03/25/2025	INV 854703 Water Dept. Oper...	32-510-57400-0000-1	33.51
Granite Auto Parts Inc	INV 854509 Transit Tarpstrap	03/26/2025	INV 854509 Transit Tarpstrap	34-520-56600-0000-1	18.68
Granite Auto Parts Inc	INV 854558 Water Dept Opera..	03/26/2025	INV 854558 Water Dept Opera..	32-510-57400-0000-1	99.44
Granite Auto Parts Inc	INV 854757	04/01/2025	INV 854757 Water Dept. WD4...	32-510-56400-0000-1	28.53
Granite Auto Parts Inc	INV 854813	04/01/2025	INV 854813 Water Dept. Truck...	32-510-56600-0000-1	2.59
Granite Auto Parts Inc	INV 854825	04/01/2025	INV 854825 LLMD Operating S...	20-200-57400-0000-1	24.87
Granite Auto Parts Inc	INV 854874	04/01/2025	INV 854874 LLMD Operating S...	20-200-57400-0000-1	152.56
Granite Auto Parts Inc	INV 854963	04/01/2025	INV 854963 Streets Dept. Ope...	01-180-57400-0000-1	24.03
Granite Auto Parts Inc	INV 855200	04/01/2025	INV 855200 Water Dept. Batte...	32-510-56410-0000-1	379.91
Granite Auto Parts Inc	INV 855284	04/01/2025	INV 855284 LLMD Operating S...	20-200-57400-0000-1	32.44
<b>Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:</b>					<b>974.43</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Gregs Petroleum - Gregs Petroleum</b>					
Gregs Petroleum	Fuel INV 522611 03/18/25	03/27/2025	Fuel INV 522611 03/18/25	01-150-54000-0000-1	1,146.13
Gregs Petroleum	Fuel INV 522612 03/07/25	03/27/2025	Fuel INV 522612 03/07/25	01-150-54000-0000-1	1,523.12
Gregs Petroleum	Fuel INV 522613 03/11/25	03/27/2025	Fuel INV 522613 03/11/25	01-150-54000-0000-1	1,689.25
Gregs Petroleum	Fuel INV 522614 03/14/25	03/27/2025	Fuel INV 522614 03/14/25	01-150-54000-0000-1	1,667.02
Gregs Petroleum	Fuel INV 523445 03/21/25	03/27/2025	Fuel INV 523445 03/21/25	01-150-54000-0000-1	2,003.68
Gregs Petroleum	Fuel INV 523836	04/01/2025	Fuel INV 523836 03/25/25	01-150-54000-0000-1	1,438.14
Gregs Petroleum	INV 523837	04/01/2025	Fuel INV 523837 03/25/25	01-150-54000-0000-1	700.90
<b>Vendor Gregs Petroleum - Gregs Petroleum Total:</b>					<b>10,168.24</b>
<b>Vendor: HR - Hernan Rocha</b>					
Hernan Rocha	INV 8915 PW Jackets with Log...	03/25/2025	INV 8915 PW Jackets with Log...	01-180-51800-0000-1	29.23
Hernan Rocha	INV 8915 PW Jackets with Log...	03/25/2025	INV 8915 PW Jackets with Log...	20-200-51800-0000-1	29.23
Hernan Rocha	INV 8915 PW Jackets with Log...	03/25/2025	INV 8915 PW Jackets with Log...	30-500-51800-0000-1	29.23
Hernan Rocha	INV 8915 PW Jackets with Log...	03/25/2025	INV 8915 PW Jackets with Log...	32-510-51800-0000-1	29.22
Hernan Rocha	INV 8915 PW Jackets with Log...	03/25/2025	INV 8915 PW Jackets with Log...	34-520-51800-0000-1	29.23
Hernan Rocha	INV 8977 PW & Finance Jacket...	03/26/2025	INV 8977 PW & Finance Jacket...	01-115-51800-0000-1	45.00
Hernan Rocha	INV 8977 PW & Finance Jacket...	03/26/2025	INV 8977 PW & Finance Jacket...	34-520-51800-0000-1	148.20
Hernan Rocha	INV 8977	04/01/2025	INV 8977 PD & CD Jackets with...	01-140-51800-0000-1	45.00
Hernan Rocha	INV 8977	04/01/2025	INV 8915 PD & CD Jackets with...	01-150-51800-0000-1	101.14
<b>Vendor HR - Hernan Rocha Total:</b>					<b>485.48</b>
<b>Vendor: Hodges - Hodges Law Group</b>					
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Public works Legal ...	01-130-56100-0000-1	97.50
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Community Develo...	01-130-56100-0000-1	2,376.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Finance Departmen...	01-130-56100-0000-1	95.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Police Department ...	01-130-56100-0000-1	437.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Legal Service REIM...	01-130-56100-0000-1	532.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Admin Legal Service...	01-130-56100-0000-1	665.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 City Council Legal S...	01-130-56100-0000-1	1,216.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Human Resources ...	01-130-56100-0000-1	1,430.00
Hodges Law Group	INV 00620	04/01/2025	INV 00620 Contractual Retaine...	01-130-56100-0000-1	1,976.00
<b>Vendor Hodges - Hodges Law Group Total:</b>					<b>8,824.50</b>
<b>Vendor: Home Depot - Home Depot</b>					
Home Depot	INV 1071014 Streets Dept Ope..	03/25/2025	INV 1071014 Streets Dept Ope..	01-180-57400-0000-1	208.29
Home Depot	INV 2030790 Streets Dept. Sh...	03/25/2025	INV 2030790 Streets Dept. Sh...	01-180-57400-0000-1	496.33
Home Depot	INV 2971527 Facilities Building..	03/25/2025	INV 2971527 Facilities Building..	01-185-56400-0000-1	236.28
Home Depot	INV 3970819 WWTP Supplies ...	03/25/2025	INV 3970819 WWTP Supplies ...	30-500-57400-0000-1	294.57
Home Depot	INV 4510939 Streets Dept. Op...	03/25/2025	INV 4510939 Streets Dept. Op...	01-180-57400-0000-1	115.19
Home Depot	INV 4971452 WWTP Operating..	03/25/2025	INV 4971452 WWTP Operating..	30-500-57400-0000-1	130.39
Home Depot	INV 4971466 Facilities Building..	03/25/2025	INV 4971466 Facilities Building..	01-185-56400-0000-1	67.58
Home Depot	INV 5524378 Streets Dept Ope..	03/25/2025	INV 5524378 Streets Dept Ope..	01-180-57400-0000-1	77.33
Home Depot	INV 6094077 Streets Dept. Op...	03/25/2025	INV 6094077 Streets Dept. Op...	01-185-56400-0000-1	163.31
Home Depot	INV 6511924 LLMD Garzoli Op...	03/25/2025	INV 6511924 LLMD Garzoli Op...	20-200-57400-0000-1	168.97
Home Depot	INV 6971689 Facilities Building..	03/25/2025	INV 6971689 Facilities Building..	01-185-56400-0000-1	69.47
<b>Vendor Home Depot - Home Depot Total:</b>					<b>2,027.71</b>
<b>Vendor: Irrigation Concepts - Irrigation Concepts</b>					
Irrigation Concepts	INV 49795 Landscape for Garz...	03/26/2025	INV 49795 Landscape for Garz...	20-200-56700-0000-1	157.61
Irrigation Concepts	INV 49797 Landscape for Garz...	03/26/2025	INV 49797 Landscape for Garz...	20-200-57400-0000-1	7.20
<b>Vendor Irrigation Concepts - Irrigation Concepts Total:</b>					<b>164.81</b>
<b>Vendor: Gonzalez Upholsterin - Ismael Gonzalez</b>					
Ismael Gonzalez	Inv. 637870	04/01/2025	Inv. 637870 Repair Door Panel...	01-150-56600-0000-1	260.00
<b>Vendor Gonzalez Upholsterin - Ismael Gonzalez Total:</b>					<b>260.00</b>
<b>Vendor: Jefferies Bros. - Jefferies Bros.</b>					
Jefferies Bros.	INV 165727	04/01/2025	INV 165727 Water Dept. Well ...	32-510-57400-0000-1	2,536.30
<b>Vendor Jefferies Bros. - Jefferies Bros. Total:</b>					<b>2,536.30</b>
<b>Vendor: John Hancock - John Hancock</b>					
John Hancock	INV0029541	04/03/2025	401K - Employer	01-20800-0000-1	5.34
John Hancock	INV0029541	04/03/2025	401K - Employer	30-20800-0000-1	5.35
John Hancock	INV0029541	04/03/2025	401K - Employer	31-20800-0000-1	5.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0029541	04/03/2025	401K - Employer	32-20800-0000-1	5.33
John Hancock	INV0029547	04/03/2025	401K - Employer	01-20800-0000-1	2,958.83
John Hancock	INV0029547	04/03/2025	401K - Employer	20-20800-0000-1	129.74
John Hancock	INV0029547	04/03/2025	401K - Employer	30-20800-0000-1	1,936.50
John Hancock	INV0029547	04/03/2025	401K - Employer	31-20800-0000-1	821.06
John Hancock	INV0029547	04/03/2025	401K - Employer	32-20800-0000-1	1,963.98
John Hancock	INV0029547	04/03/2025	401K - Employer	34-20800-0000-1	160.40
John Hancock	INV0029548	04/03/2025	401K - Employee	01-20800-0000-1	537.49
John Hancock	INV0029548	04/03/2025	401K - Employee	20-20800-0000-1	103.97
John Hancock	INV0029548	04/03/2025	401K - Employee	30-20800-0000-1	446.11
John Hancock	INV0029548	04/03/2025	401K - Employee	31-20800-0000-1	260.29
John Hancock	INV0029548	04/03/2025	401K - Employee	32-20800-0000-1	945.88
John Hancock	INV0029549	04/03/2025	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0029555	04/03/2025	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0029555	04/03/2025	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0029555	04/03/2025	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0029556	04/03/2025	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0029556	04/03/2025	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0029557	04/03/2025	401K Loan 4	01-20800-0000-1	51.08
John Hancock	INV0029557	04/03/2025	401K Loan 4	20-20800-0000-1	1.57
John Hancock	INV0029558	04/03/2025	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0029559	04/03/2025	401k Contribution	01-20800-0000-1	236.76
John Hancock	INV0029559	04/03/2025	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0029560	04/03/2025	401k Contribution	01-20800-0000-1	128.86
John Hancock	INV0029560	04/03/2025	401k Contribution	30-20800-0000-1	193.27
John Hancock	INV0029560	04/03/2025	401k Contribution	32-20800-0000-1	193.26
John Hancock	INV0029561	04/03/2025	401k Contribution	01-20800-0000-1	244.08
John Hancock	INV0029599	04/03/2025	401K Loan 2	01-20800-0000-1	117.75
John Hancock	INV0029604	04/03/2025	401K - Employer	01-20800-0000-1	4,878.82
John Hancock	INV0029605	04/03/2025	401K - Employee	01-20800-0000-1	3,646.22
John Hancock	INV0029613	04/03/2025	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0029614	04/03/2025	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0029615	04/03/2025	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0029616	04/03/2025	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0029617	04/03/2025	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0029618	04/03/2025	401k Contribution	01-20800-0000-1	326.02
John Hancock	INV0029619	04/03/2025	401k Contribution	01-20800-0000-1	370.12
John Hancock	INV0029620	04/03/2025	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0029621	04/03/2025	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0029622	04/03/2025	401k Contribution	01-20800-0000-1	265.38
John Hancock	INV0029623	04/03/2025	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0029624	04/03/2025	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0029625	04/03/2025	401k Contribution	01-20800-0000-1	805.10
John Hancock	INV0029626	04/03/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0029627	04/03/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0029628	04/03/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0029629	04/03/2025	401K Contribution	01-20800-0000-1	400.00

**Vendor John Hancock - John Hancock Total: 26,475.85**

**Vendor: Kern Machinery - Kern Machinery**

Kern Machinery	INV 103-1225942 LLMD Opera...03/25/2025	INV 103-1225942 LLMD Opera...20-200-57400-0000-1	87.98
<b>Vendor Kern Machinery - Kern Machinery Total:</b>			<b>87.98</b>

**Vendor: Kern Turf - Kern Turf**

Kern Turf	INV SI2488001 LLMD Garzorli ... 03/26/2025	INV SI2488001 LLMD Garzorli ... 20-200-56700-0000-1	685.77
<b>Vendor Kern Turf - Kern Turf Total:</b>			<b>685.77</b>

**Vendor: RON100 - Larry Ronk III**

Larry Ronk III	INV0021475	06/02/2022	Reimbursement Larry Ronk Ke...01-175-55800-0000-1	10.00
<b>Vendor RON100 - Larry Ronk III Total:</b>				<b>10.00</b>

Expense Approval Report

Payment Dates: 3/22/2025 - 4/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Maria Perez - Maria Perez</b>					
Maria Perez	INV0029535	03/26/2025	Reimbursement-Elected/Appo...01-105-52000-0000-1		95.34
<b>Vendor Maria Perez - Maria Perez Total:</b>					<b>95.34</b>
<b>Vendor: Matthew Dewar - Matthew Dewar</b>					
Matthew Dewar	INV0022036	09/07/2022	Commuter Lunch Wk1 Sept 12...01-150-52000-0000-1		40.00
Matthew Dewar	INV0022037	09/07/2022	Commuter Lunch Wk2 Sept 19...01-150-52000-0000-1		40.00
<b>Vendor Matthew Dewar - Matthew Dewar Total:</b>					<b>80.00</b>
<b>Vendor: McFarland POA - McFarland Police Officers Association</b>					
McFarland Police Officers Ass...	INV0029611	04/03/2025	Association Dues	01-20200-0000-1	840.00
<b>Vendor McFarland POA - McFarland Police Officers Association Total:</b>					<b>840.00</b>
<b>Vendor: McFarland Tire - McFarland Tire</b>					
McFarland Tire	INV 36648 WWTP Vehicle Mai...	03/25/2025	INV 36648 WWTP Vehicle Mai...	30-500-56600-0000-1	20.00
<b>Vendor McFarland Tire - McFarland Tire Total:</b>					<b>20.00</b>
<b>Vendor: Mission Linen Supply - Mission Linen Supply</b>					
Mission Linen Supply	INV 523332418 Polo with Logo	03/26/2025	INV 523332418 Polo with Logo	34-520-51800-0000-1	207.22
<b>Vendor Mission Linen Supply - Mission Linen Supply Total:</b>					<b>207.22</b>
<b>Vendor: MP Environmental Ser - MP Environmental Services, Inc</b>					
MP Environmental Services, Inc	INV 402411115	04/01/2025	INV 402411115 Mechanic Mai...	01-180-56430-0000-1	1,010.33
<b>Vendor MP Environmental Ser - MP Environmental Services, Inc Total:</b>					<b>1,010.33</b>
<b>Vendor: Office Depot - Office Depot</b>					
Office Depot	INV 395722265001	12/05/2024	INV 395722265001 Finance S...	01-115-57200-0000-1	13.39
Office Depot	INV 395722265001	12/05/2024	INV 395722265001 Finance S...	30-500-57200-0000-1	40.16
Office Depot	INV 395722265001	12/05/2024	INV 395722265001 Finance S...	31-505-57200-0000-1	40.17
Office Depot	INV 395722265001	12/05/2024	INV 395722265001 Finance S...	32-510-57200-0000-1	40.17
Office Depot	INV 395725681001	12/05/2024	INV 395725681001 Finance ...	01-115-57200-0000-1	2.66
Office Depot	INV 395725681001	12/05/2024	INV 395725681001 Finance ...	30-500-57200-0000-1	7.96
Office Depot	INV 395725681001	12/05/2024	INV 395725681001 Finance ...	31-505-57200-0000-1	7.97
Office Depot	INV 395725681001	12/05/2024	INV 395725681001 Finance ...	32-510-57200-0000-1	7.97
Office Depot	INV 395725682001	12/05/2024	INV 395725682001 Finance K...	01-115-57200-0000-1	2.56
Office Depot	INV 395725682001	12/05/2024	INV 395725682001 Finance K...	30-500-57200-0000-1	7.70
Office Depot	INV 395725682001	12/05/2024	INV 395725682001 Finance K...	31-505-57200-0000-1	7.69
Office Depot	INV 395725682001	12/05/2024	INV 395725682001 Finance K...	32-510-57200-0000-1	7.69
Office Depot	INV 395726493001	12/05/2024	INV 395726493001 1099 MISC...	01-115-57200-0000-1	17.21
Office Depot	INV 395726493001	12/05/2024	INV 395726493001 1099 MISC...	30-500-57200-0000-1	51.61
Office Depot	INV 395726493001	12/05/2024	INV 395726493001 1099 MISC...	31-505-57200-0000-1	51.62
Office Depot	INV 395726493001	12/05/2024	INV 395726493001 1099 MISC...	32-510-57200-0000-1	51.62
Office Depot	CM0000501	02/11/2025	Discount	01-115-57200-0000-1	-0.37
Office Depot	CM0000501	02/11/2025	Discount	30-500-57200-0000-1	-0.37
Office Depot	CM0000501	02/11/2025	Discount	31-505-57200-0000-1	-0.36
Office Depot	CM0000501	02/11/2025	Discount	32-510-57200-0000-1	-0.37
Office Depot	CM0000502	02/11/2025	Discount	01-115-57200-0000-1	-0.08
Office Depot	CM0000502	02/11/2025	Discount	30-500-57200-0000-1	-0.08
Office Depot	CM0000502	02/11/2025	Discount	31-505-57200-0000-1	-0.06
Office Depot	CM0000502	02/11/2025	Discount	32-510-57200-0000-1	-0.08
Office Depot	INV 409025961001	02/12/2025	INV 409025961001 Finance S...	01-115-57200-0000-1	39.82
Office Depot	INV 409025961001	02/12/2025	INV 409025961001 Finance S...	30-500-57200-0000-1	39.83
Office Depot	INV 409025961001	02/12/2025	INV 409025961001 Finance S...	31-505-57200-0000-1	39.83
Office Depot	INV 409025961001	02/12/2025	INV 409025961001 Finance S...	32-510-57200-0000-1	39.83
Office Depot	INV 409026332001	02/12/2025	INV 409026332001 Finance S...	01-115-57200-0000-1	8.01
Office Depot	INV 409026332001	02/12/2025	INV 409026332001 Finance S...	30-500-57200-0000-1	8.00
Office Depot	INV 409026332001	02/12/2025	INV 409026332001 Finance S...	31-505-57200-0000-1	8.00
Office Depot	INV 409026332001	02/12/2025	INV 409026332001 Finance S...	32-510-57200-0000-1	8.00
Office Depot	CM0000519	02/27/2025	INV 401272887001	01-180-57200-0000-1	-13.95
Office Depot	INV 409018761001 Public Wo...	03/25/2025	INV 409018761001 Public Wo...	01-190-57400-0000-1	27.78
Office Depot	INV 409018918001 Public Wo...	03/25/2025	INV 409018918001 Public Wo...	01-180-57400-0000-1	11.34
Office Depot	INV 409018919001 Public Wo...	03/25/2025	INV 409018919001 Public Wo...	01-190-57400-0000-1	6.77
Office Depot	INV 409737032001 Public Wo...	03/25/2025	INV 409737032001 Public Wo...	01-180-57200-0000-1	353.30
Office Depot	INV 409737160001 Public Wo...	03/25/2025	INV 409737160001 Public Wo...	01-190-57400-0000-1	12.25

**Expense Approval Report**

**Payment Dates: 3/22/2025 - 4/4/2025**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	INV 412244941001 WWTP Off...	03/25/2025	INV 412244941001 WWTP Off...	30-500-57200-0000-1	74.32
Office Depot	INV 412362923001 Public Wo...	03/25/2025	INV 412362923001 Public Wo...	01-180-57200-0000-1	2.05
Office Depot	INV 416260286001 Public Wo...	03/25/2025	INV 416260286001 Public Wo...	01-190-57400-0000-1	59.36
Office Depot	INV 416726639001 Office Sup...	03/26/2025	INV 416726639001 Office Sup...	01-111-57200-0000-1	60.66
Office Depot	INV 416752651001	04/01/2025	INV 416752651001 Office Sup...	01-112-57200-0000-1	18.18
Office Depot	Inv. 416371846001	04/01/2025	Inv. 416371846001 PD Office ...	01-150-57200-0000-1	70.47
<b>Vendor Office Depot - Office Depot Total:</b>					<b>1,230.23</b>

**Vendor: PG&E COMPANY - PG&E COMPANY**

PG&E COMPANY	PG&E Account 6395880662 N...	03/27/2025	6395880662-0	32-510-58000-0000-1	114,475.01
<b>Vendor PG&amp;E COMPANY - PG&amp;E COMPANY Total:</b>					<b>114,475.01</b>

**Vendor: Pre-Paid Legal - Pre-Paid Legal**

Pre-Paid Legal	INV0029331	03/06/2025	Pre-Paid Legal	01-22500-0000-1	24.90
<b>Vendor Pre-Paid Legal - Pre-Paid Legal Total:</b>					<b>24.90</b>

**Vendor: PLATT - Rexel USA Supply**

Rexel USA Supply	INV 0Y47959 Streets Dept. Ma...	03/25/2025	INV 0Y47959 Streets Dept. Ma...	01-180-56410-0000-1	264.65
Rexel USA Supply	INV 6B20101 Streets Dept. Ma...	03/25/2025	INV 6B20101 Streets Dept. Ma...	01-180-56410-0000-1	40.10
<b>Vendor PLATT - Rexel USA Supply Total:</b>					<b>304.75</b>

**Vendor: San Joaquin Paint - San Joaquin Paint**

San Joaquin Paint	INV 133587 Community Cente...	03/26/2025	INV 133587 Community Cente...	01-185-56400-0000-1	137.37
<b>Vendor San Joaquin Paint - San Joaquin Paint Total:</b>					<b>137.37</b>

**Vendor: SECURE SYSTEMS - SECURE SYSTEMS**

SECURE SYSTEMS	INV R279699	04/01/2025	INV R279699 Monitoring Radi...	01-190-52200-0000-1	52.00
<b>Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:</b>					<b>52.00</b>

**Vendor: CAZ100-151 - Sergio Cazares**

Sergio Cazares	INV0021667	07/06/2022	Fuel (San Bernardino, CA)	01-150-54000-0000-1	20.00
<b>Vendor CAZ100-151 - Sergio Cazares Total:</b>					<b>20.00</b>

**Vendor: Superior roofing - Sergio Olmos**

Sergio Olmos	Inv. 2207	04/01/2025	Inv. 2207 Animal Shelter - Gut...	01-155-56400-0000-1	595.00
<b>Vendor Superior roofing - Sergio Olmos Total:</b>					<b>595.00</b>

**Vendor: shafter medical plaz - Shafter Medical Plaza LLC**

Shafter Medical Plaza LLC	Elmo Highway Medical Impro...	03/27/2025	Elmo Highway Medical Impro...	15-170-41490-0000-1	85,439.39
<b>Vendor shafter medical plaz - Shafter Medical Plaza LLC Total:</b>					<b>85,439.39</b>

**Vendor: Standard Emulsions I - Standard Emulsions Inc**

Standard Emulsions Inc	INV 4557 Street Dept. Tack Oil ..	03/25/2025	INV 4557 Street Dept. Tack Oil ..	01-180-56500-0000-1	533.36
Standard Emulsions Inc	INV 4558 Street Dept. Tack Oil ..	03/25/2025	INV 4558 Street Dept. Tack Oil ..	01-180-56500-0000-1	81.89
<b>Vendor Standard Emulsions I - Standard Emulsions Inc Total:</b>					<b>615.25</b>

**Vendor: Surplus Management, - Surplus Management, Inc.**

Surplus Management, Inc.	QU-0003466	03/27/2025	QU-0003466 Emergency R/O T...	32-510-52950-2540-1	672,270.39
<b>Vendor Surplus Management, - Surplus Management, Inc. Total:</b>					<b>672,270.39</b>

**Vendor: Tesla Energy Operati - Tesla Energy Operation Inc.**

Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41500-0000-1	193.81
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41505-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41510-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41515-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41550-0000-1	115.00
<b>Vendor Tesla Energy Operati - Tesla Energy Operation Inc. Total:</b>					<b>337.58</b>

**Vendor: Torpedo - Torpedo Pest Control**

Torpedo Pest Control	INV10433	04/07/2022	INV 10433 Ants Spray 5%	01-185-52200-0000-1	100.00
Torpedo Pest Control	INV10433	04/07/2022	INV 10433 Ants Spray 5%	01-190-52200-0000-1	100.00
Torpedo Pest Control	INV 2374 City Hall Monthly Pe...	10/24/2024	INV 2374 City Hall Monthly Pe...	01-180-52200-0000-1	100.00
Torpedo Pest Control	INV 2374 City Hall Monthly Pe...	10/24/2024	INV 2374 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
<b>Vendor Torpedo - Torpedo Pest Control Total:</b>					<b>400.00</b>

**Vendor: TGLX, Inc - Truck Gear by Line-X of Delano**

Truck Gear by Line-X of Delano	INV 7754 WWTP Emergency Li...	03/26/2025	INV 7754 WWTP Emergency Li...	30-500-56800-0000-1	881.61
<b>Vendor TGLX, Inc - Truck Gear by Line-X of Delano Total:</b>					<b>881.61</b>

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ULINE - ULINE</b>					
ULINE	Inv. 190217616	04/01/2025	Inv. 190217616 Evidence/Ope...	01-150-57400-0000-1	327.00
<b>Vendor ULINE - ULINE Total:</b>					<b>327.00</b>
<b>Vendor: USA Waste of Califor - USA Waste of California, Inc.</b>					
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	01-100-41300-0000-1	-4,444.74
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	01-100-41300-0000-1	-1,732.46
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	01-100-41300-0000-1	-316.69
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	31-505-52400-0000-1	88,894.75
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	31-505-52400-0000-1	3,166.88
USA Waste of California, Inc.	February 2025 Waste Manag...	03/27/2025	February 2025 Waste Manag...	31-505-52500-0000-1	17,324.64
USA Waste of California, Inc.	INV 0039431-0165-3	04/01/2025	INV 0039431-0165-3 20 & 40 ...	01-180-52200-0000-1	566.18
USA Waste of California, Inc.	INV 0039431-0165-3	04/01/2025	INV 0039431-0165-3 20 & 40 ...	20-200-52200-0000-1	566.18
USA Waste of California, Inc.	INV 0048695-0165-2	04/01/2025	INV 0048695-0165-2 40yd Roll...	20-200-52200-0000-1	1,466.08
<b>Vendor USA Waste of Califor - USA Waste of California, Inc. Total:</b>					<b>105,490.82</b>
<b>Vendor: Verizon Business - Verizon Business</b>					
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-105-57800-0000-1	220.42
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-110-57800-0000-1	42.06
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-115-57800-0000-1	12.62
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-140-57800-0000-1	98.84
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-160-57800-0000-1	8.41
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-165-57800-0000-1	8.41
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	01-175-57800-0000-1	52.58
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	30-500-57800-0000-1	12.62
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	31-505-57800-0000-1	12.62
Verizon Business	INV 6108384582 Feb. 25 City ...	03/26/2025	INV 6108384582 Feb. 25 City ...	32-510-57800-0000-1	4.20
<b>Vendor Verizon Business - Verizon Business Total:</b>					<b>472.78</b>
<b>Vendor: Vernon C. Sorenson - Vernon C. Sorenson</b>					
Vernon C. Sorenson	INV 00570501-00	04/01/2025	INV 00570501-00 Megan Syn...	01-140-56000-0000-1	145.00
<b>Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:</b>					<b>145.00</b>
<b>Vendor: Visual Edge - Visual Edge IT, Inc.</b>					
Visual Edge IT, Inc.	INV 24AR2524689	04/01/2025	INV 24AR2524689 Monthly C...	01-130-54800-0000-1	621.88
<b>Vendor Visual Edge - Visual Edge IT, Inc. Total:</b>					<b>621.88</b>
<b>Vendor: Viviana Cabrera - Viviana Cabrera</b>					
Viviana Cabrera	INV0029546	04/01/2025	03.29.25 Rental Deposit Retur...	01-24000-0000-1	350.00
<b>Vendor Viviana Cabrera - Viviana Cabrera Total:</b>					<b>350.00</b>
<b>Vendor: waterworkforce - WaterWorkforce Inc</b>					
WaterWorkforce Inc	INV 1317 WWTP CPO and Wa...	03/27/2025	INV 1317 WWTP CPO and Wa...	30-500-56000-7820-1	4,657.50
WaterWorkforce Inc	INV 1317 WWTP CPO and Wa...	03/27/2025	INV 1317 WWTP CPO and Wa...	32-510-56000-0000-1	4,657.50
<b>Vendor waterworkforce - WaterWorkforce Inc Total:</b>					<b>9,315.00</b>
<b>Vendor: WestAir - WestAir Gases &amp; Equipment, Inc.</b>					
WestAir Gases & Equipment, I...	INV 0080574882	04/01/2025	INV 0080574882 Acetylene, P...	32-510-52200-0000-1	92.32
WestAir Gases & Equipment, I...	INV 0080587674	04/01/2025	INV 0080587674 Acetylene, P...	32-510-52200-0000-1	94.40
<b>Vendor WestAir - WestAir Gases &amp; Equipment, Inc. Total:</b>					<b>186.72</b>
<b>Grand Total:</b>					<b>1,155,608.52</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	87,966.30
15 - DEVELOPMENT IMPACTS	85,439.39
20 - LIGHTING & LANDSCAPING-DISTRICT 1	5,103.30
25 - CAPITAL IMPROVEMENTS PROJECTS	972.50
30 - SEWER	22,765.43
31 - REFUSE/RECYCLING	112,930.06
32 - WATER	839,279.59
34 - PUBLIC TRANSPORTATION	1,151.95
<b>Grand Total:</b>	<b>1,155,608.52</b>

## Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-6,493.89
01-105-52000-0000-1	Conferences/Meetings/T...	95.34
01-105-57800-0000-1	Telephone & Communic...	220.42
01-110-50500-0000-1	Health Insurance Premi...	5.00
01-110-57800-0000-1	Telephone & Communic...	42.06
01-111-57200-0000-1	Supplies - Office	147.11
01-112-57200-0000-1	Supplies - Office	18.18
01-115-51800-0000-1	Clothing Allowance	45.00
01-115-57200-0000-1	Supplies - Office	83.20
01-115-57800-0000-1	Telephone & Communic...	12.62
01-130-54800-0000-1	Maintenance Agreements	621.88
01-130-56100-0000-1	Legal Services	8,824.50
01-140-51800-0000-1	Clothing Allowance	45.00
01-140-56000-0000-1	Professional Services - O...	145.00
01-140-57800-0000-1	Telephone & Communic...	98.84
01-150-50500-0000-1	Health Insurance Premi...	5.00
01-150-51800-0000-1	Clothing Allowance	101.14
01-150-52000-0000-1	Conferences/Meetings/T...	80.00
01-150-52200-0000-1	Contract Services	70.82
01-150-54000-0000-1	Fuel	10,188.24
01-150-56000-0000-1	Professional Services - O...	365.86
01-150-56400-0000-1	Repairs & Maint - Build &..	112.56
01-150-56600-0000-1	Repairs & Maintenance -...	2,164.19
01-150-57200-0000-1	Supplies - Office	70.47
01-150-57400-0000-1	Supplies - Operating	327.00
01-155-56400-0000-1	Repairs & Maint - Build &..	595.00
01-160-41500-0000-1	Building Permits	193.81
01-160-41505-0000-1	Technology Fee	9.59
01-160-41510-0000-1	Training Fee	9.59
01-160-41515-0000-1	Building - GP Maintenanc...	9.59
01-160-41550-0000-1	Building Plan Check	115.00
01-160-52000-0000-1	Conferences/Meetings/T...	215.00
01-160-57800-0000-1	Telephone & Communic...	8.41
01-165-57800-0000-1	Telephone & Communic...	8.41
01-175-55800-0000-1	Printing & Legal Notices	10.00
01-175-57800-0000-1	Telephone & Communic...	52.58
01-180-50500-0000-1	Health Insurance Premi...	58.20
01-180-51800-0000-1	Clothing Allowance	367.09
01-180-52200-0000-1	Contract Services	666.18
01-180-54000-0000-1	Fuel	66.28
01-180-56410-0000-1	Repairs & Maintenance ...	353.45
01-180-56430-0000-1	Repairs & Maintenance -...	1,010.33
01-180-56500-0000-1	Repairs/Maintenance St...	615.25
01-180-57200-0000-1	Supplies - Office	341.40
01-180-57400-0000-1	Supplies - Operating	932.51

## Account Summary

Account Number	Account Name	Payment Amount
01-180-57800-0000-1	Telephone & Communic...	52.31
01-180-58100-0000-1	Street Lighting	27.59
01-185-52200-0000-1	Contract Services	100.00
01-185-56400-0000-1	Repairs & Maint - Build &..	1,387.90
01-190-52200-0000-1	Contract Services	252.00
01-190-57400-0000-1	Supplies - Operating	106.16
01-20200-0000-1	Accounts Payable	840.00
01-20800-0000-1	Pension Payable	18,969.68
01-22050-0000-1	Federal Withholding Pay...	12,292.46
01-22100-0000-1	FICA Payable	18,131.02
01-22150-0000-1	Medicare Payable	4,240.34
01-22200-0000-1	State Withholding Payab...	7,419.97
01-22250-0000-1	SUTA Payable	79.20
01-22275-0000-1	ETT Payable	1.84
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	34.32
01-22700-0000-1	Disablity LTD	148.36
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	88.90
01-22950-0000-1	Cancer-American Fidelity	16.80
01-24000-0000-1	Deposits	700.00
15-170-41490-0000-1	Traffic Impact Fees	85,439.39
20-200-50500-0000-1	Health Insurance Premi...	1.80
20-200-51800-0000-1	Clothing Allowance	190.91
20-200-52200-0000-1	Contract Services	2,032.26
20-200-56700-0000-1	Repairs & Maintenance -...	843.38
20-200-57400-0000-1	Supplies - Operating	474.02
20-200-57800-0000-1	Telephone & Communic...	10.47
20-200-58100-0000-1	Street Lighting	27.59
20-20800-0000-1	Pension Payable	560.46
20-22050-0000-1	Federal Withholding Pay...	122.10
20-22100-0000-1	FICA Payable	598.38
20-22150-0000-1	Medicare Payable	139.94
20-22200-0000-1	State Withholding Payab...	95.66
20-22900-0000-1	Life	6.33
25-000-52960-8280-1	HSIP Cycle 10	972.50
30-20800-0000-1	Pension Payable	2,585.70
30-22050-0000-1	Federal Withholding Pay...	1,260.27
30-22100-0000-1	FICA Payable	2,788.62
30-22150-0000-1	Medicare Payable	652.12
30-22200-0000-1	State Withholding Payab...	830.62
30-22600-0000-1	Health FSA	74.86
30-22700-0000-1	Disablity LTD	65.75
30-22800-0000-1	Accident	31.38
30-22900-0000-1	Life	53.62
30-22950-0000-1	Cancer- American Fidelity	19.43
30-500-51800-0000-1	Clothing Allowance	378.94
30-500-56000-2538-1	Professional Services - ...	6,921.88
30-500-56000-7820-1	Professional Services - ...	4,657.50
30-500-56600-0000-1	Repairs & Maintenance -...	20.00
30-500-56800-0000-1	Safety Equipment	881.61
30-500-57200-0000-1	Supplies - Office	229.13
30-500-57400-0000-1	Supplies - Operating	550.03
30-500-57800-0000-1	Telephone & Communic...	183.97
30-500-58200-0000-1	Water/Soil/Other Analys...	580.00
31-20800-0000-1	Pension Payable	1,086.70
31-22050-0000-1	Federal Withholding Pay...	582.62
31-22100-0000-1	FICA Payable	1,042.30

**Account Summary**

Account Number	Account Name	Payment Amount
31-22150-0000-1	Medicare Payable	243.80
31-22200-0000-1	State Withholding Payab...	359.70
31-22600-0000-1	Health FSA	46.73
31-22700-0000-1	Disability LTD	10.53
31-22900-0000-1	Life	3.93
31-505-52400-0000-1	Contract Services - Refus...	92,061.63
31-505-52500-0000-1	Contract Services - Recyc...	17,324.64
31-505-57200-0000-1	Supplies - Office	154.86
31-505-57800-0000-1	Telephone & Communic...	12.62
32-20800-0000-1	Pension Payable	3,112.91
32-22050-0000-1	Federal Withholding Pay...	1,747.76
32-22100-0000-1	FICA Payable	3,666.28
32-22150-0000-1	Medicare Payable	857.44
32-22200-0000-1	State Withholding Payab...	1,311.94
32-22250-0000-1	SUTA Payable	57.48
32-22275-0000-1	ETT Payable	1.34
32-22600-0000-1	Health FSA	74.85
32-22700-0000-1	Disability LTD	21.97
32-22900-0000-1	Life	26.81
32-22950-0000-1	Cancer-American Fidelity	4.88
32-510-51800-0000-1	Clothing Allowance	295.48
32-510-52200-0000-1	Contract Services	186.72
32-510-52950-2540-1	Equipment - Other (Capi...	672,270.39
32-510-56000-0000-1	Professional Services - O...	5,657.50
32-510-56400-0000-1	Repairs & Maint - Build &..	2,624.21
32-510-56410-0000-1	Repairs & Maintenance- ...	3,512.30
32-510-56600-0000-1	Repairs & Maintenance -...	2.59
32-510-57200-0000-1	Supplies - Office	154.83
32-510-57400-0000-1	Supplies - Operating	14,891.59
32-510-57800-0000-1	Telephone & Communic...	325.31
32-510-58000-0000-1	Utilities	128,475.01
34-20800-0000-1	Pension Payable	160.40
34-22050-0000-1	Federal Withholding Pay...	151.65
34-22100-0000-1	FICA Payable	237.72
34-22150-0000-1	Medicare Payable	55.60
34-22200-0000-1	State Withholding Payab...	75.28
34-520-51800-0000-1	Clothing Allowance	400.31
34-520-56600-0000-1	Repairs & Maintenance -...	18.68
34-520-57800-0000-1	Telephone & Communic...	52.31
	<b>Grand Total:</b>	<b>1,155,608.52</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	1,155,608.52
<b>Grand Total:</b>	<b>1,155,608.52</b>



Payroll Set: City-City of McFarland

**Department: 105 - City Council**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">Avo100</a>	Salary - Elected - Salary - Elected	1	0	200
	<b>Total:</b>		<b>0</b>	<b>200</b>
<a href="#">Cano100</a>	Salary - Elected - Salary - Elected	1	0	200
	<b>Total:</b>		<b>0</b>	<b>200</b>
<a href="#">GON610</a>	Salary - Elected - Salary - Elected	1	0	200
	<b>Total:</b>		<b>0</b>	<b>200</b>
<a href="#">PER100</a>	Salary - Elected - Salary - Elected	1	0	200
	<b>Total:</b>		<b>0</b>	<b>200</b>
<b>105 - City Council Total:</b>			<b>0</b>	<b>800</b>

**Department: 110 - City Administration**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">AYN100</a>	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Holiday - Holiday Pay	1	9	219.87
	Hourly - Hourly	2	128	3127.04
	OT - Overtime	1	2.23	81.72
	Sick - Sick Pay	1	17	415.31
	<b>Total:</b>		<b>156.23</b>	<b>4213.18</b>
<a href="#">Nun100</a>	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	2	137	4179.87
	Hourly - Reg - Hourly - Regular	2	4.9	149.5
	Live Scan - Live Scan	2	0	27.7
	OT - Overtime	2	3.5	160.18
	Sick - Sick Pay	1	10	305.1
	Vacation - Vacation Pay	1	4	122.04
	<b>Total:</b>		<b>168.4</b>	<b>5311.28</b>

[VIR100](#)

Holiday - Holiday Pay	1	8	711.54
Salary - Salary	2	195.85	13519.22
<b>Total:</b>		<b>203.85</b>	<b>14230.76</b>
<b>110 - City Administration Total:</b>		<b>528.48</b>	<b>23755.22</b>

**Department: 111 - City Clerk**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">DEL200</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Holiday - Holiday Pay	1	8	238.16
	Notary - Notary	2	0	27.7
	Salary - Salary	2	159.17	4525.02
	<b>Total:</b>		<b>167.17</b>	<b>4883.18</b>
<b>111 - City Clerk Total:</b>			<b>167.17</b>	<b>4883.18</b>

**Department: 112 - Human Resources**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">MCC100</a>	Holiday - Holiday Pay	1	8	365.39
	Salary - Salary	2	153.76	6759.63
	Sick - Sick Pay	1	4	182.69
	<b>Total:</b>		<b>165.76</b>	<b>7307.71</b>
<b>112 - Human Resources Total:</b>			<b>165.76</b>	<b>7307.71</b>

**Department: 115 - Finance & Accounting**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">ARC100</a>	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	2	8	490.73
	Hourly - Hourly	1	0	220.03
	Salary - Salary	3	171	7600.38
	<b>Total:</b>		<b>179</b>	<b>8403.44</b>
<a href="#">ARR100</a>	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	150.92	2881.06
	OT - Overtime	2	4.18	119.69
	<b>Total:</b>		<b>164.1</b>	<b>3172.56</b>
<a href="#">AYO110</a>	Holiday - Holiday Pay	1	9	171.81
	Hourly - Hourly	2	104.48	1994.52
	Hourly - Reg - Hourly - Regular	1	0.25	4.77
	OT - Overtime	1	1.07	30.64
	Sick - Sick Pay	2	26.28	501.68
	Vacation - Vacation Pay	1	12.74	243.21
	<b>Total:</b>		<b>153.82</b>	<b>2946.63</b>

<a href="#">ESP100</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Bilingual - Bilingual	1	0	138.45
	Comp Time Taken - Comp Time	1	19.5	594.95
	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	2	117.84	3595.3
	Hourly - Reg - Hourly - Regular	1	2.01	61.33
	OT - Overtime	1	0.83	37.98
	Sick - Sick Pay	1	13.5	411.89
	<b>Total:</b>		<b>162.68</b>	<b>5206.79</b>
<a href="#">GON600</a>	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	3	141.99	4488.32
	Hourly - Reg - Hourly - Regular	1	0.65	19.83
	OT - Overtime	2	0.01	0.66
	Sick - Sick Pay	2	1	44.58
	Vacation - Vacation Pay	1	8	244.08
	<b>Total:</b>		<b>160.65</b>	<b>5164.36</b>
<a href="#">TOR100</a>	Comp Time Earned - Comp Time	2	7.88	0
	Holiday - Holiday Pay	1	9	219.87
	Hourly - Hourly	2	142.01	3469.29
	Sick - Sick Pay	1	8.99	219.63
	<b>Total:</b>		<b>167.88</b>	<b>3908.79</b>
<a href="#">VAC110</a>	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	2	9	189.09
	Hourly - Hourly	3	150.91	3085.51
	Hourly - Reg - Hourly - Regular	1	0	0.08
	OT - Overtime	2	2.14	64.36
	Sick - Sick Pay	1	0	8.4
	<b>Total:</b>		<b>162.05</b>	<b>3439.74</b>
<a href="#">VEL100</a>	Bilingual - Bilingual	2	0	92.3
	Holiday - Holiday Pay	1	9	231.03
	Hourly - Hourly	2	141.91	3642.83
	OT - Overtime	2	5.14	197.91
	Personal - Personal Day	1	9	231.03
	<b>Total:</b>		<b>165.05</b>	<b>4395.1</b>
	<b>115 - Finance &amp; Accounting Total:</b>		<b>1315.23</b>	<b>36637.41</b>

**Department: 140 - Planning**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">DEL100</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Holiday - Holiday Pay	1	9	388
	Notary - Notary	2	0	27.7
	Salary - Salary	2	158.43	6509.84
	<b>Total:</b>		<b>167.43</b>	<b>7017.84</b>
<a href="#">SALD100</a>	Holiday - Holiday Pay	3	8	263.46
	Salary - Salary	4	162.25	5005.78
	<b>Total:</b>		<b>170.25</b>	<b>5269.24</b>
<a href="#">SNY100</a>	Holiday - Holiday Pay	1	8	403.84
	Salary - Salary	2	158.84	7672.96
	<b>Total:</b>		<b>166.84</b>	<b>8076.8</b>
<b>140 - Planning Total:</b>			<b>504.52</b>	<b>20363.88</b>

**Department: 150 - Police**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">BAR100</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Holiday - Holiday Pay	1	12	340.08
	Hourly - Hourly	1	72	2040.48
	Hourly - Reg - Hourly - Regular	1	12	340.08
	OT - Overtime	1	4.5	191.3
	PD - Court Stand-by - PD Court S	2	6	255.06
	Shift Differentials - Shift Differen	2	100	56.68
	SRO - School Resource Officer	1	84	2380.56
	SRO-OT - School Resource Office	1	1	42.51
	<b>Total:</b>		<b>291.5</b>	<b>5739.05</b>
<a href="#">BOT100</a>	Holiday - Holiday Pay	1	9	199.26
	Hourly - Hourly	2	155	4072.62
	OT - Overtime	2	77.75	3368.93
	Retention Bonus - Retention Bo	1	0	10000
	Shift Differentials - Shift Differen	1	85.75	51.05
	<b>Total:</b>		<b>327.5</b>	<b>17691.86</b>

[CAZ100151](#)

Bilingual - Bilingual	2	0	92.3
Holiday - Holiday Pay	1	12	394.32
Hourly - Hourly	2	144	4731.84
OT - Overtime	2	44.5	2193.41
PD - Court Appear - PD - Court A	1	3	147.87
PD - Court Stand-by - PD Court S	1	4.5	221.81
Shift Differentials - Shift Differen	2	157.5	103.5
Sick - Sick Pay	1	12	394.32
<b>Total:</b>		<b>377.5</b>	<b>8279.37</b>

[ALB100142](#)

Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
Holiday - Holiday Pay	1	12	357.24
Hourly - Hourly	2	99	2947.23
Hourly - Reg - Hourly - Regular	1	8	238.16
OT - Overtime	2	16	714.48
Personal - Personal Day	1	12	357.24
Shift Differentials - Shift Differen	2	123	73.23
Vacation - Vacation Pay	1	36	1071.72
<b>Total:</b>		<b>306</b>	<b>6128.54</b>

[DEW100147](#)

FTO - Field Training Officer	1	0	34.62
Holiday - Holiday Pay	1	12	504.72
Hourly - Hourly	2	108	4542.48
Hourly - Reg - Hourly - Regular	1	12	504.72
OT - Overtime	1	26.5	1671.89
Shift Differentials - Shift Differen	2	141.5	119.02
Vacation - Vacation Pay	1	48	2018.88
<b>Total:</b>		<b>348</b>	<b>9396.33</b>

[EST150](#)

Bilingual - Bilingual	4	0	92.3
Holiday - Holiday Pay	3	12	394.32
Hourly - Hourly	4	156	5126.16
Hourly - Reg - Hourly - Regular	1	12	394.32
OT - Overtime	4	49.5	2439.86
PD - Court Appear - PD - Court A	1	3	147.87
Shift Differentials - Shift Differen	4	62	40.75
<b>Total:</b>		<b>294.5</b>	<b>8635.58</b>

[GAL100149](#)

Advanced POST - Advanced POS	4	0	138.46
Holiday - Holiday Pay	3	12	457.32
Hourly - Hourly	4	156	5945.16
Hourly - Reg - Hourly - Regular	3	4	152.44
OT - Overtime	4	62.5	3572.82
Shift Differentials - Shift Differen	4	68.5	52.23
<b>Total:</b>		<b>303</b>	<b>10318.43</b>

[GAR100150](#)

Advanced POST - Advanced POS	4	0	138.46
Comp Time Earned PD - Comp 1	1	12	0
Comp Time Taken PD - Comp Tir	2	0	0
Holiday - Holiday Pay	3	8	353.52
Hourly - Hourly	4	157.5	6959.93
OT - Overtime	3	9	596.57
Shift Differentials - Shift Differen	1	12	10.61
<b>Total:</b>		<b>198.5</b>	<b>8059.09</b>

[HAN100112](#)

Cash-in-Lieu - Cash-in-Lieu	4	0	369.24
FTO - Field Training Officer	1	0	0
Holiday - Holiday Pay	3	12	435.24
Hourly - Hourly	4	156	5658.13
Intermediate POST - Intermedia	4	0	92.3
OT - Overtime	4	33.5	1822.81
PD - Court Appear - PD - Court A	1	6	326.47
Shift Differentials - Shift Differen	4	75	54.4
<b>Total:</b>		<b>282.5</b>	<b>8758.59</b>

[KNO100](#)

Holiday - Holiday Pay	1	8	473.08
Salary - Salary	2	152	8988.46
Uniform Allowance - Uniform Al	1	0	750
<b>Total:</b>		<b>160</b>	<b>10211.54</b>

[LOP125](#)

Bachelor's Degree - Bachelor's D	2	0	92.3
Bilingual - Bilingual	2	0	92.3
Comp Time Taken PD - Comp Tir	1	20	566.8
Holiday - Holiday Pay	1	12	340.08
Hourly - Hourly	2	124	3514.17
OT - Overtime	2	36.75	1562.24
Shift Differentials - Shift Differen	1	8.75	4.96
Standby ET - Standby ET	2	26	371.54
<b>Total:</b>		<b>227.5</b>	<b>6544.39</b>

[MAD100](#)

Bilingual - Bilingual	2	0	92.3
Comp Time Earned PD - Comp 1	2	24	0
Comp Time Taken PD - Comp Tir	1	4	80.2
Holiday - Holiday Pay	1	12	240.6
Hourly - Hourly	2	132	2646.6
Hourly - Reg - Hourly - Regular	1	12	240.6
OT - Overtime	2	25.49	766.61
Personal - Personal Day	1	12	240.6
Shift Differentials - Shift Differen	2	107.24	43
<b>Total:</b>		<b>328.73</b>	<b>4350.51</b>

<a href="#">MUL100</a>	Advanced POST - Advanced POS	2	0	138.46
	Bachelor's Degree - Bachelor's D	2	0	92.3
	Holiday - Holiday Pay	1	12	457.32
	Hourly - Hourly	2	156	5945.16
	OT - Overtime	2	82	4687.55
	Shift Differentials - Shift Differen	2	231	176.08
	Uniform Allowance SW - Uniforr	2	0	0
	<b>Total:</b>		<b>481</b>	<b>11496.87</b>
<a href="#">NIN100</a>	Comp Time Taken PD - Comp Tir	1	3	85.02
	Holiday - Holiday Pay	1	12	340.08
	Hourly - Hourly	2	153	4336.02
	Hourly - Reg - Hourly - Regular	1	12	340.08
	OT - Overtime	1	3.5	148.79
	Shift Differentials - Shift Differen	2	165	93.52
	<b>Total:</b>		<b>348.5</b>	<b>5343.51</b>
<a href="#">OLL100</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Comp Time Taken PD - Comp Tir	1	2	40.1
	Holiday - Holiday Pay	1	10	200.5
	Hourly - Hourly	2	138	2766.9
	Hourly - Reg - Hourly - Regular	1	10	200.5
	OT - Overtime	1	1	30.08
	Personal - Personal Day	1	10	200.5
	<b>Total:</b>		<b>171</b>	<b>3900.12</b>
<a href="#">OLM100</a>	Holiday - Holiday Pay	1	10	504.8
	Salary - Salary	2	150	7572
	<b>Total:</b>		<b>160</b>	<b>8076.8</b>
<a href="#">PES100152</a>	Advanced POST - Advanced POS	2	0	138.46
	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Comp Time Taken PD - Comp Tir	1	40	1450.8
	Holiday - Holiday Pay	1	8	290.16
	Hourly - Hourly	1	73	2647.71
	SRO - School Resource Officer	1	40	1450.8
	<b>Total:</b>		<b>161</b>	<b>6347.17</b>
<a href="#">RIV100120</a>	Admin Leave - Admin Leave	2	168	6093.36
	<b>Total:</b>		<b>168</b>	<b>6093.36</b>

SHA100152

Advanced POST - Advanced POS	3	0	69.23
Bachelor's Degree - Bachelor's D	4	0	92.3
Cash Out - Comp PD - Cash Out -	1	0	242.4
Cash-in-Lieu - Cash-in-Lieu	4	0	369.24
Comp Time Earned PD - Comp T	1	28.5	0
Comp Time Taken PD - Comp Tir	1	0	108
Holiday - Holiday Pay	4	12	758.92
Hourly - Hourly	5	156	10005.62
Hourly - Reg - Hourly - Regular	1	0	24.24
OT - Overtime	5	41.25	3709.08
PD - Court Appear - PD - Court A	1	0	28.84
PD - Court Stand-by - PD Court S	1	0.5	144.86
Shift Differentials - Shift Differen	5	89	85.14
Sick - Sick Pay	3	0	121.24
SRO-OT - School Resource Office	1	0	204.75
Supervisory Post - Supervisory P	1	0	92.3
Vacation - Vacation Pay	1	0	86.86
<b>Total:</b>		<b>327.25</b>	<b>16143.02</b>

TAF200

Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
Comp Time Taken PD - Comp Tir	1	12	404.16
Holiday - Holiday Pay	1	12	404.16
Hourly - Hourly	2	92	3098.56
Hourly - Reg - Hourly - Regular	1	8	269.44
OT - Overtime	2	17.5	884.1
Personal - Personal Day	1	12	404.16
Shift Differentials - Shift Differen	2	18.75	12.63
Vacation - Vacation Pay	2	28	943.04
<b>Total:</b>		<b>200.25</b>	<b>6789.49</b>

VEL200

Bilingual - Bilingual	2	0	92.3
Comp Time Taken PD - Comp Tir	2	24	558.24
Holiday - Holiday Pay	1	12	279.12
Hourly - Hourly	2	120.08	2793.06
OT - Overtime	2	61	2128.29
Shift Differentials - Shift Differen	2	181.08	84.24
<b>Total:</b>		<b>398.16</b>	<b>5935.25</b>

WEIS100

Advanced POST - Advanced POS	4	0	138.46
FTO - Field Training Officer	2	0	69.24
Holiday - Holiday Pay	3	12	435.24
Hourly - Hourly	4	156	5658.12
Hourly - Reg - Hourly - Regular	1	12	435.24
K9 OT - K9 Overtime	4	14	761.76
OT - Overtime	3	21	1142.65
Shift Differentials - Shift Differen	4	109	79.06
<b>Total:</b>		<b>324</b>	<b>8719.77</b>

[WIL100150](#)

Hourly - Hourly	2	80.25	12037.5
<b>Total:</b>		<b>80.25</b>	<b>12037.5</b>
<b>150 - Police Total:</b>		<b>6264.64</b>	<b>194996.14</b>

**Department: 155 - Animal Control**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">McG100</a>	Holiday - Holiday Pay	1	9	281.52
	Hourly - Hourly	2	151	4723.28
	OT - Overtime	2	12.74	597.76
	<b>Total:</b>		<b>172.74</b>	<b>5602.56</b>
<a href="#">MUN100</a>	Holiday - Holiday Pay	1	9	180.45
	Hourly - Hourly	2	150.27	3012.91
	OT - Overtime	2	34	1022.55
	Standby ET - Standby ET	1	7	100.03
	<b>Total:</b>		<b>200.27</b>	<b>4315.94</b>
<a href="#">PER300</a>	Hourly - Hourly	2	120	2406
	OT - Overtime	2	11.98	360.29
	<b>Total:</b>		<b>131.98</b>	<b>2766.29</b>
	<b>155 - Animal Control Total:</b>		<b>504.99</b>	<b>12684.79</b>

**Department: 160 - Building Inspection**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">PER200</a>	Cash-in-Lieu - Cash-in-Lieu	2	0	369.24
	Holiday - Holiday Pay	1	9	267.93
	Hourly - Hourly	2	146.08	4348.8
	OT - Overtime	2	5.18	231.31
	Sick - Sick Pay	1	3	89.31
	<b>Total:</b>		<b>163.26</b>	<b>5306.59</b>
	<b>160 - Building Inspection Total:</b>		<b>163.26</b>	<b>5306.59</b>

**Department: 175 - Grants Administration**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">ROSA100</a>	Holiday - Holiday Pay	1	9	351.55
	Salary - Salary	2	156.92	5898.15
	<b>Total:</b>		<b>165.92</b>	<b>6249.7</b>
	<b>175 - Grants Administration Total:</b>		<b>165.92</b>	<b>6249.7</b>

**Department: 180 - Public Works**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">CABR100</a>	Admin Time*Salary EE - Adminis	1	3	119.71
	Holiday - Holiday Pay	1	8	319.22
	Salary - Salary	2	146.43	5785.93
	Sick - Sick Pay	1	4	159.61
	<b>Total:</b>		<b>161.43</b>	<b>6384.47</b>
<a href="#">CAS200</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Holiday - Holiday Pay	1	9	351.55
	Salary - Salary	2	158.5	5898.15
<b>Total:</b>		<b>167.5</b>	<b>6342</b>	
<a href="#">CORT100</a>	Holiday - Holiday Pay	2	9	246.33
	Hourly - Hourly	2	53	1413.38
	Hourly - Reg - Hourly - Regular	2	4.66	100.22
	OT - Overtime	2	1	119.5
	Sick - Sick Pay	2	80	1648.46
	Vacation - Vacation Pay	1	18	369.9
	<b>Total:</b>		<b>165.66</b>	<b>3897.79</b>
<a href="#">DRA100</a>	Bachelor's Degree - Bachelor's D	2	0	92.3
	Comp Time Earned - Comp Time	2	9.28	0
	Comp Time Taken - Comp Time	1	0	8.64
	Holiday - Holiday Pay	2	9	258.21
	Hourly - Hourly	3	151	3699.94
	Hourly - Reg - Hourly - Regular	1	0	11.25
	Jury Duty - Jury Duty	1	0	25.92
	OT - Overtime	1	0	6.96
	Sick - Sick Pay	1	0	21.12
	Vacation - Vacation Pay	1	0	33.6
<b>Total:</b>		<b>169.28</b>	<b>4157.94</b>	
<a href="#">GUE100</a>	Cash Out - Comp - Cash Out - Co	1	81	2471.31
	Comp Time Earned - Comp Time	1	15.38	0
	Holiday - Holiday Pay	1	9	274.59
	Hourly - Hourly	2	148.5	4530.74
	Hourly - Reg - Hourly - Regular	1	1.25	38.14
	OT - Overtime	2	3.17	145.07
	Sick - Sick Pay	1	2.5	76.28
	<b>Total:</b>		<b>260.8</b>	<b>7536.13</b>
<a href="#">HER400</a>	Cash Out - VAC - Cash Out - Vac	1	56	3500
	Holiday - Holiday Pay	1	8	500
	Salary - Salary	2	167.29	9800
<b>Total:</b>		<b>231.29</b>	<b>13800</b>	

<a href="#">LAN100</a>	Holiday - Holiday Pay	1	9	199.26
	Hourly - Hourly	2	143	3166.02
	Hourly - Reg - Hourly - Regular	1	0.18	3.99
	OT - Overtime	1	6.75	224.17
	Sick - Sick Pay	1	8	177.12
	<b>Total:</b>		<b>166.93</b>	<b>3770.56</b>
<a href="#">NEV100</a>	Comp Time Taken - Comp Time	1	9	167.58
	Holiday - Holiday Pay	1	9	167.58
	Hourly - Hourly	2	141	2625.43
	Hourly - Reg - Hourly - Regular	1	8.92	166.09
	OT - Overtime	2	4.42	123.45
	<b>Total:</b>		<b>172.34</b>	<b>3250.13</b>
<a href="#">TEL100</a>	Cash Out - VAC - Cash Out - Vac	1	40	822
	Correction - Correction	1	0	1.1
	Holiday - Holiday Pay	1	9	184.95
	Hourly - Hourly	2	151	3103.05
	OT - Overtime	2	11.24	346.48
	<b>Total:</b>		<b>211.24</b>	<b>4457.58</b>
	<b>180 - Public Works Total:</b>		<b>1706.47</b>	<b>53596.6</b>

**Department: 190 - Facilities Maintenance**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">DOM100</a>	Holiday - Holiday Pay	2	9	380.16
	Hourly - Hourly	3	151	4859.47
	Hourly - Reg - Hourly - Regular	1	0	31.54
	OT - Overtime	3	36.49	1692.27
	Sick - Sick Pay	1	0	142.76
	<b>Total:</b>		<b>196.49</b>	<b>7106.2</b>
	<b>190 - Facilities Maintenance Total:</b>		<b>196.49</b>	<b>7106.2</b>

**Department: 200 - Lighting & Landscaping**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">Cruz100</a>	Holiday - Holiday Pay	1	9	184.95
	Hourly - Hourly	2	147	3020.85
	Hourly - Reg - Hourly - Regular	1	1.57	32.26
	OT - Overtime	1	6.75	208.07
	Sick - Sick Pay	1	4	82.2
	<b>Total:</b>		<b>168.32</b>	<b>3528.33</b>

[Sanch100](#)

Holiday - Holiday Pay	1	9	167.58
Hourly - Hourly	2	140.92	2623.93
Hourly - Reg - Hourly - Regular	1	0.16	2.98
OT - Overtime	1	5.08	141.88
Sick - Sick Pay	1	9	167.58
<b>Total:</b>		<b>164.16</b>	<b>3103.95</b>

**200 - Lighting & Landscaping Total: 332.48 6632.28**

**Department: 500 - Sewer**

**Employee Number**

[CIS400](#)

Pay Code	# of Payments	Units	Pay Amount
Admin Leave - Admin Leave	2	84	2829.12
Hourly - Hourly	1	74	2492.32
Hourly - Reg - Hourly - Regular	1	4.07	137.08
PW Cert - Grade 1 - Public Work	1	0	11.54
Sick - Sick Pay	1	2	67.36
<b>Total:</b>		<b>164.07</b>	<b>5537.42</b>

[HER300](#)

Holiday - Holiday Pay	2	9	229.5
Hourly - Hourly	3	226.5	3239.6
Hourly - Reg - Hourly - Regular	1	2	41.1
OT - Overtime	3	77	860.19
Personal - Personal Day	1	0	7.92
Sick - Sick Pay	2	4.5	92.48
Standby ET - Standby ET	2	10	142.9
<b>Total:</b>		<b>329</b>	<b>4613.69</b>

[MED100](#)

Holiday - Holiday Pay	1	9	231.03
Hourly - Hourly	2	142	3645.14
OT - Overtime	2	2.08	80.09
PW Cert - Grade 2 - Public Work	2	0	46.16
Sick - Sick Pay	1	9	231.03
Standby ET - Standby ET	2	11	157.19
<b>Total:</b>		<b>173.08</b>	<b>4390.64</b>

[Pop100](#)

Holiday - Holiday Pay	1	9	214.56
Hourly - Hourly	2	150.92	3597.93
OT - Overtime	2	12.16	434.86
PW Cert - Grade 2 - Public Work	2	0	46.16
Standby ET - Standby ET	2	7	100.03
<b>Total:</b>		<b>179.08</b>	<b>4393.54</b>

**500 - Sewer Total: 845.23 18935.29**

**Department: 510 - Water**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<a href="#">CAR100</a>	Bereavement - Bereavement Pa	1	9	242.73
	Comp Time Earned - Comp Time	1	3	0
	Holiday - Holiday Pay	1	9	242.73
	Hourly - Hourly	2	139	3748.83
	Hourly - Reg - Hourly - Regular	2	3.92	105.72
	OT - Overtime	2	29.66	1199.79
	Sick - Sick Pay	1	3	80.91
	Standby ET - Standby ET	2	12	171.48
	<b>Total:</b>			<b>208.58</b>
<a href="#">CORD100</a>	Holiday - Holiday Pay	1	9	204.21
	Hourly - Hourly	2	130.33	3100.09
	Hourly - Reg - Hourly - Regular	2	8.75	226.65
	OT - Overtime	2	18.33	623.87
	PW Cert - Grade 2 - Public Work	2	0	46.16
	Sick - Sick Pay	2	20.67	553.33
	Standby ET - Standby ET	2	6	85.74
<b>Total:</b>			<b>193.08</b>	<b>4840.05</b>
<a href="#">HIG400</a>	Comp Time Taken - Comp Time	2	35	1301.3
	Holiday - Holiday Pay	1	9	334.62
	Hourly - Hourly	2	67.92	2525.27
	PW Cert - Grade 3 - Public Work	2	0	69.24
	Sick - Sick Pay	1	9	334.62
	Vacation - Vacation Pay	1	36	1338.48
<b>Total:</b>			<b>156.92</b>	<b>5903.53</b>
<a href="#">RAM200</a>	Comp Time Earned - Comp Time	1	3.38	0
	Holiday - Holiday Pay	1	9	194.4
	Hourly - Hourly	2	126.67	2736.07
	OT - Overtime	1	0.75	24.3
<b>Total:</b>			<b>139.8</b>	<b>2954.77</b>
<a href="#">VIL100</a>	Comp Time Earned - Comp Time	2	21.01	0
	Holiday - Holiday Pay	1	9	219.87
	Hourly - Hourly	2	142	3469.06
	Hourly - Reg - Hourly - Regular	1	5.43	132.65
	OT - Overtime	2	20.55	753.06
	PW Cert - Grade 2 - Public Work	2	0	46.16
	Sick - Sick Pay	1	9	219.87
	Standby ET - Standby ET	2	10	142.9
	<b>Total:</b>			<b>216.99</b>
<b>510 - Water Total:</b>			<b>915.37</b>	<b>24474.11</b>

**Department: 520 - Public Transit**

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<b>Employee Number</b>	<b>Pay Code</b>	<b># of Payments</b>	<b>Units</b>	<b>Pay Amount</b>
<a href="#">MUN200</a>	Holiday - Holiday Pay	1	9	180.45
	Hourly - Hourly	2	151	3027.55
	OT - Overtime	2	13.75	413.53
	<b>Total:</b>		<b>173.75</b>	<b>3621.53</b>
	<b>520 - Public Transit Total:</b>		<b>173.75</b>	<b>3621.53</b>
	<b>Report Total:</b>		<b>13949.76</b>	<b>427350.63</b>



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	**BENEFIT AND NON GL TRANSACTIONS**	124.43	1.1
	<b>- Total:</b>	<b>124.43</b>	<b>1.1</b>
<a href="#">01-105-50100-0000-1</a>	Salaries - Permanent Employees	0	800
<a href="#">01-110-50100-0000-1</a>	Salaries - Permanent Employees	261.94	8056.63
<a href="#">01-110-50200-0000-1</a>	Overtime	3.99	161.81
<a href="#">01-110-50350-0000-1</a>	Stipends	0	429.26
<a href="#">01-111-50100-0000-1</a>	Salaries - Permanent Employees	66.87	1905.27
<a href="#">01-111-50350-0000-1</a>	Stipends	0	107.98
<a href="#">01-112-50100-0000-1</a>	Salaries - Permanent Employees	41.44	1826.93
<a href="#">01-115-50100-0000-1</a>	Salaries - Permanent Employees	172.12	6483.4
<a href="#">01-115-50200-0000-1</a>	Overtime	0.76	31.39
<a href="#">01-115-50350-0000-1</a>	Stipends	0	46.18
<a href="#">01-140-50100-0000-1</a>	Salaries - Permanent Employees	410.02	16135.25
<a href="#">01-140-50200-0000-1</a>	Overtime	0	0.7
<a href="#">01-140-50350-0000-1</a>	Stipends	0	198.46
<a href="#">01-150-50100-0000-1</a>	Salaries - Permanent Employees	5355.34	143108.74
<a href="#">01-150-50150-0000-1</a>	Wages - Temporary Employees	170	3408.5
<a href="#">01-150-50200-0000-1</a>	Overtime	643.98	33694.46
<a href="#">01-150-50350-0000-1</a>	Stipends	26	15309.97
<a href="#">01-155-50100-0000-1</a>	Salaries - Permanent Employees	455.27	11008.56
<a href="#">01-155-50200-0000-1</a>	Overtime	60.83	2058
<a href="#">01-155-50350-0000-1</a>	Stipends	7	100.03
<a href="#">01-160-50100-0000-1</a>	Salaries - Permanent Employees	180	6497.24
<a href="#">01-160-50200-0000-1</a>	Overtime	2.6	115.66
<a href="#">01-160-50350-0000-1</a>	Stipends	0	184.62
<a href="#">01-165-50100-0000-1</a>	Salaries - Permanent Employees	173.28	4753.37
<a href="#">01-165-50200-0000-1</a>	Overtime	8.78	305.92
<a href="#">01-165-50350-0000-1</a>	Stipends	0	134.78
<a href="#">01-175-50100-0000-1</a>	Salaries - Permanent Employees	291.39	11200.89
<a href="#">01-175-50350-0000-1</a>	Stipends	0	23.08
<a href="#">01-180-50100-0000-1</a>	Salaries - Permanent Employees	886.7	23496.33
<a href="#">01-180-50200-0000-1</a>	Overtime	22.22	826.59
<a href="#">01-180-50350-0000-1</a>	Stipends	0	9.24
<a href="#">01-190-50100-0000-1</a>	Salaries - Permanent Employees	160	5413.93
<a href="#">01-190-50200-0000-1</a>	Overtime	36.49	1692.27
	<b>01 - GENERAL FUND Total:</b>	<b>9437.02</b>	<b>299525.44</b>
<a href="#">20-200-50100-0000-1</a>	Salaries/Permanent Employees	463.51	9181.24
<a href="#">20-200-50200-0000-1</a>	Overtime	16.19	482.73

<b>Account</b>	<b>Account Description</b>	<b>Units</b>	<b>Pay Amount</b>
	<b>20 - LIGHTING &amp; LANDSCAPING-DISTRICT 1 Total:</b>	<b>479.7</b>	<b>9663.97</b>
<a href="#"><u>30-500-50100-0000-1</u></a>	Salaries - Permanent Employees	1468.15	43396.64
<a href="#"><u>30-500-50200-0000-1</u></a>	Overtime	95.81	1534.65
<a href="#"><u>30-500-50350-0000-1</u></a>	Stipends	28	706.18
	<b>30 - SEWER Total:</b>	<b>1591.96</b>	<b>45637.47</b>
<a href="#"><u>31-505-50100-0000-1</u></a>	Salaries - Permanent Employees	499.39	17381.01
<a href="#"><u>31-505-50200-0000-1</u></a>	Overtime	4.05	135.48
<a href="#"><u>31-505-50350-0000-1</u></a>	Stipends	0	113.56
	<b>31 - REFUSE/RECYCLING Total:</b>	<b>503.44</b>	<b>17630.05</b>
<a href="#"><u>32-510-50100-0000-1</u></a>	Salaries - Permanent Employees	1539.49	47772.39
<a href="#"><u>32-510-50200-0000-1</u></a>	Overtime	73.97	2762.66
<a href="#"><u>32-510-50350-0000-1</u></a>	Stipends	26	736.02
	<b>32 - WATER Total:</b>	<b>1639.46</b>	<b>51271.07</b>
<a href="#"><u>34-520-50100-0000-1</u></a>	Salaries - Permanent Employees	160	3208
<a href="#"><u>34-520-50200-0000-1</u></a>	Overtime	13.75	413.53
	<b>34 - PUBLIC TRANSPORTATION Total:</b>	<b>173.75</b>	<b>3621.53</b>
	<b>Report Total:</b>	<b>13949.76</b>	<b>427350.63</b>



Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Admin Leave - Admin Lea	Admin Leave	4	252	8922.48
Admin Time*Salary EE - A	Administrative Time Salary EE	1	3	119.71
Advanced POST - Advanc	Advanced POST Certificate	19	0	761.53
Bachelor's Degree - Bach	Bachelor's Degree	22	0	923
Bereavement - Bereavem	Bereavement Pay	1	9	242.73
Bilingual - Bilingual	Bilingual	23	0	1061.45
Cash Out - Comp - Cash O	Cash Out - Comp Time	1	81	2471.31
Cash Out - Comp PD - Cas	Cash Out - Comp PD	1	0	242.4
Cash Out - VAC - Cash Ou	Cash Out - Vacation	2	96	4322
Cash-in-Lieu - Cash-in-Lie	Cash-in-Lieu	20	0	2953.92
Comp Time Earned - Com	Comp Time Earned	9	59.93	0
Comp Time Earned PD - C	Comp Time Earned PD	4	64.5	0
Comp Time Taken - Comp	Comp Time Taken	5	63.5	2072.47
Comp Time Taken PD - Cc	Comp Time Taken PD	11	105	3293.32
Correction - Correction	Correction	1	0	1.1
FTO - Field Training Office	Field Training Officer	4	0	103.86
Holiday - Holiday Pay	Holiday Pay	83	594	19415.65
Hourly - Hourly	Hourly	120	6943	203272.88
Hourly - Reg - Hourly - Re	Hourly - Regular	35	150.72	4405
Intermediate POST - Inter	Intermediate POST Certificate	4	0	92.3
Jury Duty - Jury Duty	Jury Duty	1	0	25.92
K9 OT - K9 Overtime	K9 Overtime	4	14	761.76
Live Scan - Live Scan	Live Scan	2	0	27.7
Notary - Notary	Notary	4	0	55.4
OT - Overtime	Overtime	95	945.42	41934.05
PD - Court Appear - PD - C	PD - Court Appearance	4	12	651.05
PD - Court Stand-by - PD	PD Court Stand-by	4	11	621.73
Personal - Personal Day	Personal Day	6	55	1441.45
PW Cert - Grade 1 - Public	Public Works Certification - Grade 1	1	0	11.54
PW Cert - Grade 2 - Public	Public Works Certification - Grade 2	8	0	184.64
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Retention Bonus - Retent	Retention Bonus	1	0	10000
Salary - Salary	Salary	29	2090.44	95535.52
Salary - Elected - Salary - I	Salary - Elected Officials	4	0	800
Shift Differentials - Shift D	Shift Differentials	42	1735.07	1140.1
Sick - Sick Pay	Sick Pay	33	260.44	6748.88
SRO - School Resource O	School Resource Officer	2	124	3831.36
SRO-OT - School Resource	School Resource Officer Overtime	2	1	247.26
Standby ET - Standby ET	Standby ET	15	89	1271.81

Pay Code	Description	# of Payments	Units	Pay Amount
Supervisory Post - Superv	Supervisory POST Certificate	1	0	92.3
Uniform Allowance - Unif	Uniform Allowance	1	0	750
Uniform Allowance SW - U	Uniform Allowance Sworn	2	0	0
Vacation - Vacation Pay	Vacation Pay	11	190.74	6471.81
<b>Report Total:</b>			<b>13949.76</b>	<b>427350.63</b>

**REGULAR CITY COUNCIL MINUTES**

**IN-PERSON MEETING**

**April 2, 2025**

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

**CALL TO ORDER**

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

**ROLL CALL**

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

Councilmembers Absent: Councilmember Gonzalez

**OFFICIALS PRESENT**

City Manager Viramontes, City Attorney Hodges, Chief of Police Knox, Public Works Director Hernandez, Community Development Director Snyder, Economic Development Manager Saldana, City Clerk De La Cruz

**INVOCATION**

Offered by Pastor Anthony Blanco

**PLEDGE OF ALLEGIANCE**

Offered by Chief of Police Knox

**APPROVE AGENDA AS TO FORM**

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Approve the Agenda as to Form for the meeting of April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

## **FEATURED PET**

- Featured Pet Presented by Chief Knox

## **PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. Presentation of the Inaugural Grape Festival Information - April 12, 2025
2. Recognition of the McFarland Junior High School Boy's Soccer Team - Youth Athletic Association League Champions
3. Recognition of New Employees at the City of McFarland
4. Swearing in Ceremony- Branden Lee Bottoms

## **DEPARTMENT REPORTS**

None

## **CONSENT AGENDA**

5. Approval of Expense Report in the Amount of \$749,668.60 from 3/8/2025 to 3/21/2025
6. Approval of March 19, 2025, Regular Meeting Minutes
7. Approval of Resolution No. 2025-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING CITY MANAGER OR DESIGNEE FOR THE BROWNING ROAD WELL REVERSE OSMOSIS TREATMENT SYSTEM PROJECT
8. Approval of Resolution 2025-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL
9. Approval of Resolution No. 2025-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2025/2026, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
10. Approval of Resolution No. 2025-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2025/2026

11. Approval of Resolution No. 2025-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026
12. Approval of Resolution No. 2025-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F012 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE ROADWAY REHABILITATION OF KERN AVE. FROM 3rd St. to 5th St.– STPL – 5343 (021), OF THE FEDERALLY FUNDED (RSTP) PROJECT FUNDING

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Approve the Consent Agenda at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

## **PUBLIC HEARINGS**

13. Waive full reading and introduce Ordinance No. 1-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 16.48.020 OF THE MCFARLAND MUNICIPAL CODE RELATED TO COLLECTION OF DEVELOPMENT IMPACT FEES

*Motion by Councilmember Pérez, Second by Vice Mayor Cano to Approve Ordinance No. 1-2025 at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

14. Approval of Resolution No. 2025-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND FINDING THERE ARE NO UNMET PUBLIC

TRANSIT NEEDS WHICH CAN BE REASONABLY BE MET IN THE CITY OF MCFARLAND

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Approve Resolution No. 2025-23 at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

**ADMINISTRATIVE AGENDA**

15. Approval of Resolution No. 2025-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE DECISION TO PROCEED WITH AN URGENCY PURCHASE OF THE REVERSE OSMOSIS WATER TREATMENT SYSTEM AT BROWNING ROAD WELL AND APPROVING AN ADDITIONAL APPROPRIATION TO THE WATER FUND

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Approve Resolution No. 2025-23 at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

16. Approval of Resolution No. 2025-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RECOMMENDING APPROVAL OF THE RECORDATION OF TEMPORARY USE PERMIT 2025-0001

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Approve Resolution No. 2025-23 at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

#### 17. Review and Discuss Planning Commission Application

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to Appoint David Soto as Planning Commissioner at the meeting on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

#### 18. Review and Discuss City Council Applications

The McFarland City Council has approved an extension for the application period, with the new deadline set for April 11, 2025.

### **PUBLIC COMMENT**

None

### **COUNCIL COMMENTS**

None

### **REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS**

- a. Public Policy and Finance Committee- Public Works Director will be presenting a presentation regarding the roads for the next PPFC meeting.
- b. Public Safety Committee- The McFarland Police department is continuously solving crime. Review of purchasing new streetsweeper.
- c. Quality of Life Committee- Cinco de Mayo Event presentation and safety measures discussed during the committee meeting.

### **COUNCIL STATEMENTS AND REPORTS**

- Councilmember Pérez gave acknowledgement that it is Autism Awareness Day.

**CLOSED SESSION**

*19. Item 19-CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION  
(Government Code §54956.9(b)) Significant exposure to litigation pursuant to  
§54956.9(b): one case has been tabled by City Council.*

**ADJOURNEMENT**

Meeting adjourned at 7:13pm

*Motion by Vice Mayor Cano, Second by Councilmember Pérez to adjourn the meeting at  
7:13pm on April 2, 2025. Motion **Approved** by 3/0 Roll-Call Majority Vote.*

*Roll Call Vote:*

*AYES: S. Ayon, R. Cano, M. Pérez*

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

CITY OF MCFARLAND

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Erika De La Cruz, City Clerk



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 6.  
Section: CONSENT AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Paul Saldaña , Economic Development Manager

**SUBJECT:** Waive full reading and adopt Ordinance No. 1-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 16.48.020 OF THE MCFARLAND MUNICIPAL CODE RELATED TO COLLECTION OF DEVELOPMENT IMPACT FEES

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#### **SUMMARY:**

State law authorizes the City of McFarland to collect development impact fees from new development projects. The City administers several development impact fee programs that fund new development's share of certain capital infrastructure projects. The California Mitigation Fee Act regulates the development impact fees that local agencies impose. On September 19, 2024, Governor Newsom signed Senate Bill (SB) 937 into law; its provisions took effect January 1, 2025. SB 937 amends section 66007 of the California Government Code to require payment of development impact fees for residential development at the time of the final inspection or issuance of the certificate of occupancy. The City's current practice is to collect development impact fees at the time of building permit payment and issuance, unless the project is a qualifying affordable housing project and has entered into a fee deferral agreement consistent with state law. The legislation does provide the City with discretion regarding how to enforce payment and how to handle non-payment situations.

To be compliant with the requirements of SB 937, Chapter 16.48.020A of the City of McFarland Municipal Code relating to development impact fees needs to be updated to reflect applicability to state law. The change removes the current timeframe and replaces with language that allows for the process to be outlined in a resolution approved by the City Council.

Staff will prepare a resolution to be considered prior to the effective date of the ordinance that will recommend key policy decisions, update processes, and implement a program to meet the legislation's requirements. This would include provisions for a fee deferral agreement to ensure that the fees are paid as applicable.

The City Council conducted a public hearing on this ordinance April 2, 2025. Tonight's action adopts the ordinance, which will take effect in 30 days.

#### **FINANCIAL IMPACT:**

SB 937 will impact the timing of when the City receives individual impact fee program funds as

the impact fees will be collected at the time of the final inspection or issuance of the certificate of occupancy, rather than at payment and issuance of the building permit, as has traditionally been done. This delay could affect the delivery of capital improvement projects, as these impact fee programs are an important funding source for those projects. However, given that there are no projects currently scheduled in the fiscal year, staff does not foresee any impact.

**RECOMMENDATION:**

City council waive full reading and adopt Ordinance No. 1-2025.

**ATTACHMENTS:**

None

**ORDINANCE NO. 1-2025**

**AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING  
CHAPTER 16.48.020 OF THE MCFARLAND MUNICIPAL CODE  
RELATED TO COLLECTION OF DEVELOPMENT IMPACT FEES**

**Section 1. Recitals**

**WHEREAS**, California Government Code Section 66000, et seq (hereinafter Mitigation Fee Act) regulates development impact fees that are imposed on new development projects; and

**WHEREAS**, on September 19, 2024, the Governor signed Senate Bill (SB) 937 into law, which amends section 66007 of the California Government Code, changing the timing of when development impact fees for residential projects can be collected to the time of issuance of the certificate of occupancy; and

**WHEREAS**, compliance with the requirements of SB 937 will require development and implementation of a program and associated policies, updates to current processes, and amendment to the McFarland Municipal Code related to development impact fees; and

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

**Section 1.** Section 16.48.020 A of the McFarland Municipal Code is hereby adopted, amended and restated to read as follows:

16.48.020 A.

The development impact fees shall be charged and paid at the time and place as adopted by resolution of the city council consistent with state law.

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

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

**Section 4. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

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

**INTRODUCED, at** a Regular meeting of the City Council of the City of McFarland, California on 4/2/2025, by the following vote:

**PASSED AND ADOPTED at** a Regular meeting of the City Council of the City of McFarland on 4/16/2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
<b>Saul Ayon</b>				
<b>Ricardo Cano</b>				
<b>Anita Gonzalez</b>				
<b>María T. Pérez</b>				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on April 16, 2025.

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 7.  
Section: CONSENT AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Brian Knox, Chief of Police

**SUBJECT:** Approval of Resolution No. 2025-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE ACCEPTANCE OF A DONATION FROM DR. HAIR AND AUTHORIZING A BUDGET APPROPRIATION TO THE GENERAL FUND FOR THE PURCHASE OF TWO DRONES

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#### **SUMMARY:**

The McFarland Police Department is in the process of expanding their drone program. The McFarland Police Department has three trained and licensed drone operators and two drones.

Drones are a useful tool in law enforcement applications as they assist with offender apprehension, locating missing people and other emergency situations such as providing an arial view of potential danger in the recent flood disaster.

Since the implementation of the MPD drone program, we have not only safely apprehended many suspects from the McFarland jurisdiction but also assisted many other agencies in safely apprehending their suspects. The drones have proved to be a valuable resource for locating hiding suspects so officers can safely approach and make an arrest thereby reducing the risk of injury to officers and suspects.

Recently, Dr. Hair generously offered to cover the full cost of two additional drones for MPD. An invoice was submitted to Dr. Hair, who subsequently provided a donation in the amount of \$17,418.00. Staff is recommending the acceptance of these donated funds and the approval of an appropriation to the Police Department's FY 2024-25 budget to enable the purchase of the drones.

The DJI Matrice 4T drones were selected for procurement due to their compatibility with MPD's existing drone infrastructure and operator training. As these new drones will seamlessly integrate into the department's current system, no additional models were considered.

#### **FINANCIAL IMPACT:**

There is no net financial impact to the City. The \$17,418.00 donation from Dr. Hair will fully fund the purchase of the two drones. However, City Council approval is required to appropriate these funds into the Police Department's FY 2024-25 budget.

#### **RECOMMENDATION:**

City staff recommends that the City Council:

1. Accept the donation of \$17,418.00 from Dr. Hair for the purchase of two drones; and
2. Approve an appropriation in the amount of \$17,418.00 to the Police Department FY 2024-25 budget for the procurement of two drones.

**ATTACHMENTS:**

1. Camrise LLC Inv. 7940024 \$17,418

**RESOLUTION NO. 2025-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,  
APPROVING THE ACCEPTANCE OF A DONATION FROM DR. HAIR AND  
AUTHORIZING A BUDGET APPROPRIATION TO THE GENERAL FUND FOR THE  
PURCHASE OF TWO DRONES**

**WHEREAS**, the City Council of the City of McFarland has adopted a budget for fiscal year 2024-2025; and

**WHEREAS**, the McFarland Police Department seeks to expand its drone program to enhance public safety, emergency response, and mutual aid support capabilities; and

**WHEREAS**, Dr. Hair has generously donated \$17,418.00 to the City of McFarland specifically for the purchase of two drones for use by the McFarland Police Department; and

**WHEREAS**, the McFarland Police Department has selected the DJI Matrice 4T drones due to their compatibility and seamless integration with the City's existing drone infrastructure and operator training, making it unnecessary to evaluate alternative models; and

**WHEREAS**, the City Council desires to authorize a budget amendment to appropriate the donated funds into the Police Department's FY 2024-25 General Fund budget for the procurement of the drones.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council formally accepts the donation of \$17,418.00 from Dr. Hair for the purpose of purchasing two drones for the McFarland Police Department.
3. The City Council approves a budget appropriation in the amount of \$17,418.00 to the Police Department's FY 2024-25 General Fund budget for the purchase of two drones.
4. The City Manager is authorized and directed to execute any documents and take any actions necessary to carry out the intent of this Resolution, including completing the drone purchase.
5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

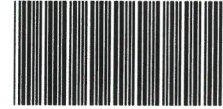
APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney

10

Camrise LLC  
400 Overpeck Avenue  
Englewood, NJ 07631  
United States  
(212) 333 3150

Invoice: 7940024



<https://djiny.com>  
Invoice Date: 04/04/2025 03:45 PM  
Local Store Order

Sold To	Ship To
City of McFarland Police Department Brian Knox 401 W. Kern Ave McFarland, CA 93250 United States 6617922121	City of McFarland Police Department Brian Knox 401 W. Kern Ave McFarland, CA 93250 United States 6617922121
bknnox@mcfarlandcity.org	

Ship By: UPS Ground

Tracking Number:

	Qty	LOC	SKU	Description	Unit Price	Line Total
	2		CP.SH.CR00047 2.01	DJI Care Enterprise Plus Auto-Activated DJI Matrice 4T NA UPC: CB.202412112657	0.00	0.00
	2		CB.20241211265 7	Matrice 4T NA SP Plus UPC: 6941565994172	8,079.00	16,158.00
	6		CP.EN.00000559 .02	DJI Matrice 4 Series Battery UPC: 6941565994257	210.00	1,260.00
					<b>SubTotal:</b>	<b>\$17,418.00</b>
					<b>Shipping:</b>	<b>\$0.00</b>
					<b>Tax:</b>	<b>\$0.00</b>
					<b>Order Total:</b>	<b>\$17,418.00</b>
<b>Terms: NET30</b>						



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 8.  
Section: PUBLIC HEARINGS  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Paul Saldaña , Economic Development Manager

**SUBJECT:** Approval of Resolution No. 2025-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING CITY OWNED PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO CALIFORNIA GOVERNMENT CODE §§ 54221(f)(1)(C)

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#### **SUMMARY:**

The Surplus Land Act, California Government Code §§54220 et.seq., establishes procedures for the disposition of “surplus land” owned by a “local agency” which generally requires “surplus land” to be made available for affordable housing purposes, park and recreation purposes or open-space purposes before disposition. However, as provided by Section 54222.3, these procedures do not apply to the disposal of “exempt surplus land” as defined in Section 54221 (f)(1)(A) through 54221 (f)(1)(S).

California Government Code § 65402(a) provides that if a general plan has been adopted, no real property shall be acquired or disposed of by the City until the location, purpose, and extent of such disposal has been submitted to and reported upon by the planning agency as to the conformity the adopted general plan. On May 21, 2024, the City of McFarland Planning Commission considered the proposed disposal of the City Parcels and acquisition of the Duran Parcel by the City of McFarland and determined that said actions were consistent with and conform with the McFarland General Plan.

The City’s proposed disposition of the City Parcels is “exempt surplus land” pursuant to Section 54221(f)(1)(C) because the properties (i.e. the City Parcels) are being exchanged for another property (i.e. the Duran Parcel) necessary for the City’s use. CEQA: The adoption of the attached Resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) as it: (1) involves a land acquisition that is contingent on future CEQA compliance per §15004; (2) does not constitute a “project” “approval” under CEQA; (3) it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment per §15061; and (4) is the sale of surplus government property per §15312.

The sites proposed on the list for surplus include:

201-604-03-0 778 Taylor Avenue Well Site  
200-180-09-9 200 Harlow  
201-031-04 Frontage Road property

201-140-23 Mt. Arbor Well Site  
201-140-24 Mt. Arbor Well Site  
201-083-23 Richards Road Well Site

**FINANCIAL IMPACT:**

The conveyance of property would result in one time income to the city from the result of the sale and ongoing fiscal revenue increases as a result of development.

**RECOMMENDATION:**

City Council adopt Resolution 2025-31

**ATTACHMENTS:**

1. Exhibit A Surplus Land

**RESOLUTION NO. 2025-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING CITY OWNED PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO CALIFORNIA GOVERNMENT CODE §§ 54221(F)(1)(C).**

**WHEREAS**, California Government Code section 65402(a) requires that if a general plan has been adopted, no real property shall be acquired or disposed of until the location, purpose, and extent of such acquisition or disposal has been submitted to and reported upon by the planning agency as to the conformity with said adopted general plan; and

**WHEREAS**, on April 9, 2025, the City of McFarland Planning Commission considered the proposed disposal of the city parcels as shown in Exhibit A, by the City of McFarland and determined that said actions were consistent with and conform with the McFarland General Plan; and

**WHEREAS**, the Surplus Land Act, California Government Code §§54220 et.seq., establishes procedures for the disposition of “surplus land” owned by a “local agency” which generally requires said “surplus land” to be made available for affordable housing purposes, park and recreation purposes or open-space purposes before disposition; however, as provided by Section 54222.3, these procedures do not apply to the disposal of “exempt surplus land” as defined in Section 54221 (f)(1)(A) through 54221 (f)(1)(S); and

**WHEREAS**, the City Parcels are “exempt surplus land” pursuant to Section 54221 (f)(1)(A) through 54221 (f)(1)(S) as shown in Exhibit A.

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

1. The City Council hereby finds that all the facts set forth in the recitals above of this Resolution are true, correct, and incorporated herein.
2. The Planning Commission has reviewed and considered the disposition of the city parcels shown in Exhibit A is consistent with the McFarland General Plan.
3. The adoption of this Resolution, which relates to the City’s determination that the City Parcels are “exempt surplus land” pursuant to California Government Code §54221 (f)(1)(C), is categorically exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines §§15061, and 15312.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney

## Exhibit A

### City Proposed Surplus Land

201-604-03-0	778 Taylor Avenue Taylor Well Site
200-180-09-9	200 Harlow
201-031-04	Frontage Road property
201-140-23	Mt. Arbor Well Site
201-140-24	Mt. Arbor Well Site
201-083-23	Richards Road Well Site



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 9.  
Section: PUBLIC HEARINGS  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Paul Saldaña , Economic Development Manager

**SUBJECT:** Waive full reading and introduce Ordinance No. 2-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 17 OF THE MCFARLAND MUNICIPAL CODE RELATED TO NONCONFORMING USES

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#### **SUMMARY:**

The City of McFarland Municipal Code provides provisions for the evaluation and maintenance of nonconforming uses within the city. Nonconforming uses are those that do not meet the current land use or building code statutes, but were in place prior to code changes or more commonly through annexation. The current code sections were last updated in 1969 and are out of date with current practices. Likewise, there is no process for the recognition and tracking of nonconforming uses.

The proposed ordinance, which is replicated from the Kern County ordinance, would replace the current sections of the zoning ordinance with updated definitions and create a process where a property owner can report their nonconforming use and the City could track that use accordingly. At the time of second reading, guidelines will be advanced to implement the proposed ordinance.

The proposed ordinance does not permit or allow nonconforming uses to become conforming, nor continue to operate under the provisions of the ordinance. Rather, it allows for the property owner to demonstrate the existing of the use and confirm that there is compliance with the nonconforming ordinance in the future.

#### **FINANCIAL IMPACT:**

No direct fiscal impact, processing of applications will be covered by user fees.

#### **RECOMMENDATION:**

City Council waive full reading and introduce Ordinance No. 2-2025

#### **ATTACHMENTS:**

None

**ORDINANCE NO. 2-2025**

**AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING  
TITLE 17 OF THE MCFARLAND MUNICIPAL CODE RELATED TO  
NONCONFORMING USES**

**Section 1. Recitals**

**WHEREAS**, Title 17 of the McFarland Municipal Code provides for the administration of planning and zoning laws; and

**WHEREAS**, nonconforming use regulations are found in various parts of Title 17 and lack a comprehensive organization of the codes dealing with nonconforming uses; and

**WHEREAS**, it is the desire of the City Council to consolidate and update the nonconforming regulations within the Municipal Code; and

**WHEREAS**, the consolidation and update of the nonconforming regulations will be unified in a new Chapter 17.137 which will provide for a process for the City to monitor nonconforming uses.

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

**Section 1. The following sections of the City of McFarland Municipal Code are deleted in their entirety:**

**~~17.04.560 Nonconforming building.~~**

**~~"Nonconforming building" means a building or structure or portion thereof existing in conflict with the provisions of this title applicable to the zone in which it is situated.~~**

**~~17.04.570 Nonconforming use.~~**

**~~"Nonconforming use" means the use of a structure or premises for a purpose which is in conflict with the provisions of this title.~~**

**~~17.132.050 Nonconforming uses-Conflicts.~~**

**~~No use shall be permitted in a P-D zone, except as may be established as a nonconforming use or except in strict conformance with the precise plan therefor. In the event of any conflict between the uses permitted in the zone of reference and in the precise plan for a P-D zone, the precise plan shall prevail.~~**

**17.136.050 Nonconforming buildings and uses.**

~~The following regulations shall apply to all nonconforming buildings and structures or parts thereof and uses existing at the effective date of the ordinance codified in this title:~~

~~A. — Any such nonconforming building or structure may be continued and maintained provided there is no physical change other than necessary maintenance and repair in such building or structure except as permitted in other sections of this title.~~

~~B. — Any such nonconforming use may be maintained and continued provided there is no increase or enlargement of the area, space or volume occupied or devoted to such nonconforming use, except as otherwise provided in this title.~~

~~C. — Any part of a building, structure or land occupied by such a nonconforming use, which is changed to or replaced by a use conforming to the provisions of this title shall not thereafter be used or occupied for a nonconforming use.~~

~~D. — Any part of a building, structure or land occupied by such a nonconforming use, which use is abandoned, shall not again be used or occupied for a nonconforming use. Any part of a building, structure or land occupied by such a nonconforming use, which use has ceased for a period of one year or more, shall not again be used or occupied for a nonconforming use.~~

~~E. — If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of a more restrictive classification.~~

~~F. — Every nonconforming use of land (where no main building is involved) existing at the effective date of the ordinance codified in this title shall be discontinued within three years from said effective date of this title, except that this provision shall not apply to public utility structures of companies under the jurisdiction of the Public Utilities Commission of the state.~~

~~G. — Any sign, billboard, commercial advertising structure or statuary which is lawfully existing and maintained at the effective date of the ordinance codified in this title shall be controlled by and conform to the requirements set forth in Chapters 5.28 and 15.24, and any amendments heretofore or hereafter adopted relating thereto and any other ordinance heretofore or hereafter adopted pertaining to such structures.~~

~~H. — Anything in this title to the contrary notwithstanding, land which is being used or heretofore has been used for the drilling, production of or handling of oil, gas and other hydrocarbons, may continue in such use regardless of the land zone in which it is located, and such use shall not be considered a nonconforming use in said zone, provided that this exception to the nonconforming use provisions of this title shall not apply to oil wells, oil well structures, appurtenances or equipment which has been abandoned and the use thereof discontinued for a period of twelve successive months.~~

**17.136.080 Reconstruction of damaged nonconforming building.**

~~Nothing in this title shall prevent the reconstruction, repairing or rebuilding and continued use of any nonconforming building or structure partially damaged by fire, collapse, explosion or acts of God, subsequent to the effective date of this title, wherein the expense of such reconstruction does not exceed one hundred fifty percent of the assessed value of the building or structure at the time such damage occurred. All such reconstruction shall be performed under one building permit, started within a period of one year from the date of damage and diligently prosecuted to completion.~~

**17.136.090 Nonconforming uses resulting from amendments.**

~~The provisions of this title shall apply to uses which become nonconforming by reason of any amendments to this title, as of the effective date of the amendment.~~

Section 2. Chapter 17.137 is hereby adopted and inserted into the Municipal Code as follows:

**17.137.010 Purpose and application.**

Within the zoning districts established by this title, or as subsequently amended, there exist structures, uses, lots, and signs which were lawful before the ordinance from which this title derives was passed or amended but which would be prohibited or restricted under the conditions of this title or future amendments. The City Council of the City of McFarland declares that nonconforming structures, uses, lots, and signs are incompatible with permitted uses in the zoning districts involved and such nonconforming uses, lots, and signs shall not be enlarged, expanded, or extended except as provided for in this title. Such nonconforming structures, uses, and signs shall not be used as grounds for adding other structures or uses prohibited by this title.

**17.137.020 Nonconforming structures**

A. Any nonconforming structure may be continued and maintained provided there is no physical change other than necessary maintenance and repair in such a structure, except as otherwise provided by this chapter.

B. A nonconforming structure shall not be enlarged in area, space or volume.

C. Any nonconforming structure which is vacant for a period of one (1) year or more shall not again be used or occupied for a nonconforming use.

D. Any nonconforming structure may be reconstructed, repaired or rebuilt when damaged by fire, earthquake, explosion or act of God if the reconstruction and repair expense does not exceed one hundred fifty percent (150%) of the actual cash value of the building at the time such damage occurred, and provided there is no expansion of the total area of the building as it existed prior to the damage. All such reconstruction shall be commenced within one (1) year from the date of damage.

E. Where buildings or accessory structures have been rendered nonconforming as a result of a change in front yard setback requirements, the buildings or structures may be reconstructed at the same location, provided there is no greater degree of nonconformity.

F. Any use of a street, highway, alley or railroad right-of-way which has been rendered nonconforming as a result of amendment of this title shall be completely removed within one (1) year of such amendment.

G. Where a legally constructed building has been rendered nonconforming as a result of a change in required yards and setbacks, the Community Development Director may authorize up to a fifty percent (50%) expansion of the structure without consideration of a formal zone modification or variance provided that (1) there is no greater degree of encroachment into the required setback; (2) there is no significant change in the proposed use of the structure; (3) there is no significant change in the existing height of the structure; and (4) the addition will meet all adopted Uniform Building Code and Fire Code requirements.

**17.137.030 Nonconforming uses of structures**

A. Any nonconforming use may be maintained and continued provided there is no increase or enlargement of the area, space or volume occupied or devoted to such nonconforming use, except as

otherwise provided in this section and Section 17.137.040.

B. Any part of a building, structure, facility, or land occupied by a nonconforming use that is changed to or replaced by a use conforming to the provisions of this title shall not thereafter be used or occupied by a nonconforming use.

C. Any part of a building, structure, facility, or land occupied by a nonconforming use that has been discontinued or abandoned for a period of one (1) year or more shall not again be used or occupied for a nonconforming use. In instances where the assessed value of improvements on the property exceeds fifty thousand dollars (\$50,000.00), as determined by the county assessor, the nonconforming use shall not be reestablished if the use has been discontinued or abandoned for a period of two (2) years or more.

D. If only minor structural alterations are required, a nonconforming use of a building may be changed to a similar or less intense nonconforming use.

#### **17.137.040 Nonconforming uses of land**

A nonconforming use of land shall not be expanded, extended, or intensified in any way with respect to scope, duration, or frequency of the use, except as follows:

The planning commission may authorize the expansion or intensification of legal, nonconforming uses if, after consideration at a public hearing noticed pursuant to Section 17.148.090 , both of the following findings can be made:

1. The proposed expansion will not create any significant adverse impacts to surrounding properties.
2. The only other remedy to bring the use into conformance would require an amendment to the applicable general plan.

Public hearing notification shall consist of mailing notices to property owners having property within three hundred (300) feet from the exterior boundaries of the subject property. Published notice in a local newspaper shall not be required, unless the Community Development Director determines that such additional notice is warranted. In consideration of a request to expand or intensify a legal, nonconforming use, the terms and conditions for any approval shall be as specified in the applicable sections of the Municipal Code.

B. A nonconforming use of land shall not be changed to or replaced by any other use except a use that complies with the regulations of the zoning district in which the subject property lies.

C. Any nonconforming use of land that has been discontinued or abandoned for a period of one (1) year or more shall not be reestablished. In instances where the assessed value of improvements on the property exceeds fifty thousand dollars (\$50,000.00), as determined by the county assessor, the nonconforming use shall not be reestablished if the use has been discontinued or abandoned for a period of two (2) years or more.

D. A legal nonconforming dwelling in any zone district may be replaced with the approval of the Community Development Director, provided that all applicable requirements of this title, other than density or conditional use permit requirements, can be satisfied.

F. Any use of land continuously in existence for a period of twenty (20) years or more may qualify as a legal, nonconforming use pursuant to Section 17.137.060, irrespective of when zoning requirements became effective for that property, provided that the Community Development Director determines that the use is not significantly incompatible with surrounding land uses and that there is no significant threat to the public health, safety, and welfare in allowing the use to continue.

#### **17.137.050 Nonconforming lots**

Any lot which was legally recorded prior to the effective date of the ordinance from which this title derives may be used in conformance with the uses permitted by the zoning district in which it is located, provided that all yard and setback requirements are met. Said lots may also be deemed nonconforming with regards to the provisions of a general or specific plan based upon their status, but can be enlarged, expanded or extended through a land division action so long as:

1. The legal, nonconforming substandard lot is made greater in size; and
2. Any resulting new lots are not rendered substandard in size with respect to their existing map code

designation and zone classification.

**17.137.060 Nonconforming setbacks**

Any use permitted under the provisions of this title that currently exists with nonconforming setbacks may:

1. Be replaced in the same location if damaged or destroyed by fire, earthquake, explosion, or act of God regardless of the cost of such reconstruction; or
2. Be maintained in accordance with the provisions of this title provided there is no greater degree of nonconformity with regard to setback.

**17.137.060 Determination of nonconforming status**

Where there is doubt regarding the legal, nonconforming status of structures, uses of structures, uses of land, parcel size, or signs, documentation shall be submitted to the Community Development Director to establish legal, nonconforming status. The burden of proof in submitting adequate documentation for determination of legal nonconforming status shall rest entirely on the party making said request. The Community Development Director shall grant legal, nonconforming status only when the preponderance of information submitted clearly establishes the legality of the applicable use, structure, or parcel size. The determination of the Community Development Director shall be final unless an appeal is filed within seven (7) days from, and including the date of, determination, in which case the matter shall be considered by the City Council as provided for in Section 17.137.070.

**17.137.070 Appeal**

- A. Any decision of the Community Development Director made pursuant to this title shall be subject to appeal to the City Council.
- B. The applicant or any other person aggrieved may appeal from such decision by filing a written notice of appeal with the Community Development Director prior to the time the decision becomes final. The Community Development Director shall furnish forms of notice of appeal. The appeal shall be accompanied by the fee established by the City Council pursuant to Section 17.148.060.
- C. Notice of the hearing on the appeal shall be given in the manner and time provided in Section 17.148.090.
- D. The City Council may reverse, affirm wholly or partly, modify, or attach other or additional conditions to the decision appealed from.
- E. The decision of the City Council on any such appeal shall be final on adoption of an order or resolution containing its determination, and no notice thereof need be given.

**Section 3. Notice.** The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

**Section 5. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**Section 6. Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**INTRODUCED**, at a Regular meeting of the City Council of the City of McFarland, California on , by the following vote:

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

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
<b>Saul Ayon</b>				
<b>Ricardo Cano</b>				
<b>Anita Gonzalez</b>				
<b>María T. Pérez</b>				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on April 16, 2025.

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 10.  
 Section: ADMINISTRATIVE  
 AGENDA  
 Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager

**SUBJECT:** Approval of Resolution No. 2025-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AWARDING A CONTRACT TO CLIFTONLARSONALLEN LLP FOR PROFESSIONAL AUDITING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

**SUMMARY:**

The City of McFarland issued a Request for Proposals (RFP) on February 7, 2025, seeking qualified certified public accounting firms to provide professional auditing services for fiscal years ending June 30, 2025, 2026, and 2027, with an option to extend the contract for an additional three years.

A total of four firms responded to the RFP. After evaluating qualifications, scope of services, and cost proposals, the proposals received were as follows:

Firm	2024-25	2025-26	2026-27	3-Year Total
CliftonLarsonAllen LLP (CLA)	\$62,354	\$64,533	\$66,791	<b>\$193,678</b>
The Pun Group LLP	\$71,500	\$75,075	\$78,830	\$225,405
Price Paige & Company	\$73,000	\$83,000	\$75,920	\$231,920
LSL CPAs	\$86,340	\$79,910	\$79,910	\$246,160

CLA’s proposal was the lowest responsible bid and met all the requirements set forth in the RFP. CLA has a strong reputation in governmental auditing and has served the City of McFarland for the past seven years. The review committee evaluated the firm’s technical approach, personnel qualifications, and past performance, and found CLA’s proposal to be the most advantageous to the City based on a combination of qualifications, cost, and continuity of service.

Staff recommends awarding the contract to CliftonLarsonAllen LLP for the initial three-year term, with an option to extend for an additional three years based on satisfactory performance.

**FINANCIAL IMPACT:**

The three-year total for professional auditing services is \$193,678. Optional extension years (2027-28 to 2029-30) are included in the agreement but subject to future Council approval. The contract is within the budgeted appropriations for auditing services in the General Fund and related funds.

**RECOMMENDATION:**

Staff recommends the City Council take the following actions:

1. Awarding the contract for professional auditing services to CliftonLarsonAllen LLP for fiscal years ending June 30, 2025, 2026, and 2027, with an option to extend for three additional years.
2. Authorizing the City Manager to execute the agreement and any necessary documents, subject to approval as to form by the City Attorney.

**ATTACHMENTS:**

1. CLA Professional Auditing Consultant Agreement
2. CLA Proposal - Professional Auditing Services
3. City of McFarland RFP Audit Services

**RESOLUTION NO. 2025-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,  
AWARDING A CONTRACT TO CLIFTONLARSONALLEN LLP FOR PROFESSIONAL  
AUDITING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, the City of McFarland issued a Request for Proposals on February 7, 2025, for professional auditing services for fiscal years 2024-25 through 2026-27, with an option to renew for three additional years; and

**WHEREAS**, CliftonLarsonAllen LLP submitted a responsive and responsible proposal with the most competitive pricing and qualified experience, meeting all requirements outlined in the RFP; and

**WHEREAS**, the City Council finds it in the best interest of the City to award the contract to CliftonLarsonAllen LLP and proceed with execution of the agreement;

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

1. The contract for professional auditing services is hereby awarded to CliftonLarsonAllen LLP for fiscal years ending June 30, 2025 through 2027.
2. The City Manager is authorized to execute the agreement and all related documents necessary to carry out the intent of this resolution, in a form approved by the City Attorney.
3. The City Manager is further authorized to exercise the option to extend the agreement for up to three additional years upon satisfactory performance and budget availability.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
CITY OF MCFARLAND, CALIFORNIA,**

**AND**

**CLIFTONLARSONALLEN LLP**

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THIS AGREEMENT (“Agreement”) is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and CLIFTONLARSONALLEN LLP (“Consultant”).

**RECITALS**

The City requires outside assistance to provide the following services:

**Professional Auditing Services**

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant’s field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

**AGREEMENT**

**1. TERM OF AGREEMENT.**

**1.1.** This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

**1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment “A” to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than December 5, 2025, unless an extension of time is mutually agreed to by both parties in writing.

**2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).**

**2.1.** Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached

hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”

- 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
- 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
- 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
- 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
- 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
- 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

### **3. PAYMENT FOR SERVICES (ATTACHMENT B).**

- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
- 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:

- a description of services performed;

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the

performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

**4. SUBCONTRACTING.**

**4.1.** Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

**5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).**

**5.1.** Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

**5.2.** Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

**6. CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

**7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.** City designates Kenny Williams, its City Manager, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of City," "consult with City," "confer with City," or similar terms are used, they shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

**8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

**9. TERMINATION OF AGREEMENT.**

**9.1.** Mutual Termination for Convenience either party may terminate this Contract for either party's convenience at any time by providing thirty days written notice to the other party. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

**9.2.** Termination for Breach of Contract.

**9.2.1.** Except as provided in Attachment "C", if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Consultant's plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant's breach of this Contract.

**9.2.2.** If the default under this Contract is due to Consultant's failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

**9.2.3.** If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

**9.2.4.** If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City’s laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

**9.2.5. Acts of Moral Turpitude.**

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant’s ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

**9.2.6.** In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

**9.2.7.** If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

**9.2.8.** The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**9.3.** In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

**10. COVENANTS AGAINST CONTINGENT FEES.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**11. OWNERSHIP OF DOCUMENTS.**

**11.1.** All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement ("Deliverables") are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared. For the avoidance of doubt, deliverables does not include Consultant's workpapers which are proprietary information and access is restricted.

**11.2.** This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

**12. INDEPENDENT CONTRACTOR.**

**12.1.** The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

**12.2.** If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City or the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the

Agreement applicable to Consultant's work, including indemnity and insurance requirements.

### **13. HOLD HARMLESS AND INDEMNIFICATION.**

**13.1. Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in accordance with applicable professional standards, and Consultant thus agrees to so perform the work.

**13.2.** Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

**13.3.** Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

**13.4.** Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, ("Indemnitees") from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) ("Claims") arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of

the California Civil Code. Consultant's indemnification obligations hereunder shall not extend to Claims arising from the sole negligence or willful misconduct of Indemnitees.

**13.5.** Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**14. ASSIGNMENT OF AGREEMENT.** Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

**15. INSURANCE.**

**15.1. Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

**A. Commercial General and Automobile Liability.** Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of

Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

**B. *Professional Liability.*** Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i.** Be from an insurance company authorized to be in business in the State of California;
- ii.** Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii.** Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

**C. *Workers' Compensation.*** Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

**D. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.

**E. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- iii.** Terminate this Agreement.
- iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

**16. DISPUTES.**

**16.1.** If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.
- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

**16.2.** If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

**16.3.** If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this

Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

**17. CONFLICT OF INTEREST.** Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

**18. CONSULTANT'S BOOKS AND RECORDS.**

**18.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents (collectively "Records") evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant. For the avoidance of doubt Records does not include Consultant's workpapers which are proprietary information and access is restricted.

**18.2.** Consultant shall maintain all Records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

**18.3.** Any Records required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

**18.4.** City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the Records be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

**19. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be

deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of McFarland  
Attn: City Manager  
401 W. Kern Avenue  
McFarland, CA 93250

If to Consultant: CliftonLarsonAllen LLP  
Attn: Tiffany Fung CPA  
301 N Lake Ave, Suite 900  
Pasadena, CA 91101

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

## **20. GENERAL PROVISIONS.**

- 20.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 20.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 20.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.
- 20.4.** Time is of the essence with regard to each covenant, condition and provision of this Agreement.
- 20.5.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.
- 20.6.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.
- 20.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.
- 20.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

**20.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

**20.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

**20.11.** All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

**21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT.** Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

## **22. ACCESS AND ACCOMMODATIONS**

**22.1.** Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

**22.2.** Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

**22.3.** Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

**22.4.** Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

**22.5.** The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	CONSULTANT*
<p><b>CITY OF MCFARLAND,</b> a municipal corporation</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>ATTEST:</p> <p>_____ Erika De La Cruz, City Clerk</p>	<p><b>CLIFTONLARSONALLEN LLP,</b> a limited liability partnership</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>*Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement</p>
<p>APPROVED AS TO FORM:</p> <p>_____ Nathan M. Hodges, City Attorney</p>	

**“ATTACHMENT “A”  
Scope of Work**

Service	FY 2024- 25	FY 2025- 26	FY 2026- 27	FY 2027-28 Optional	FY 2028-29 Optional	FY 2029-30 Optional
City audit	\$46,750	\$48,390	\$50,080	\$51,830	\$53,640	\$55,520
Single audit (1)	\$5,770	\$5,970	\$6,180	\$6,400	\$6,620	\$6,850
Appropriations limit AUP	\$425	\$440	\$460	\$480	\$500	\$520
SCO report city	\$4,650	\$4,810	\$4,980	\$5,150	\$5,330	\$5,520
SCO report special districts	\$1,790	\$1,850	\$1,910	\$1,980	\$2,050	\$2,120
Subtotal	\$59,385	\$61,460	\$63,610	\$65,840	\$68,140	\$70,530
Technology and client support fee 5%	\$2,969	\$3,073	\$3,181	\$3,292	\$3,407	\$3,527
<b>Total</b>	<b>\$62,354</b>	<b>\$64,533</b>	<b>\$66,791</b>	<b>\$69,132</b>	<b>\$71,547</b>	<b>\$74,057</b>

(1) The single audit or examination fee is for auditing 1 major program. Each additional major program will cost \$5,000 per year, subject to the 5% technology and client support fee.

**ATTACHMENT “B”  
Payment for Services**

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

**ATTACHMENT “C”  
Project Schedule and Completion Date**

List of Required Reports	Estimated Completion Dates
Independent Auditors’ Report on Annual Comprehensive Financial Report	On or before December 5, 2025
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	On or before December 5, 2025
Communication to Those Charged with Governance	On or before December 5, 2025
AUP report on Compliance with Article XIII B Appropriation Limit	On or before December 5, 2025
Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	On or before December 5, 2025
City and Special District Financial Transactions Reports	Will be determined and discussed once SCO forms are available

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party’s Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of Consultant shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Consultant and Subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to perform timely. As used in this Contract, the term “Subconsultant” means a subconsultant at any tier. In the event Consultant’s delay or failure to perform arises out of a Force Majeure Event, Consultant agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.



## A. Title Page

March 11, 2025

Proposal to provide professional auditing services to:  
**City of McFarland**

Requirements	
Proposal subject	Professional Auditing Services
Name of firm   Address   Telephone number	CliftonLarsonAllen LLP (CLA) 301 N Lake Ave, Suite 900 Pasadena, CA 91101 714-795-5407
Name of contact person	Tiffany Fung CPA, Signing Director
Date of submission	March 11, 2025

[CLAconnect.com](https://www.claconnect.com)

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://www.claglobal.com/disclaimer).  
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



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## C. Letter of Transmittal

March 11, 2025

Diego Viramontes, City Manager/Finance Director  
City of McFarland  
401 West Kern Avenue  
McFarland, CA 93250-1352  
[dviramontes@mcfarlandcity.org](mailto:dviramontes@mcfarlandcity.org)

*Via email submission only*

Dear Mr. Viramontes:

Thank you for inviting us to propose. We look forward to the opportunity to continue to provide services to City of McFarland (the City). Our unwavering commitment to the City means we are with you every step of the way. We understand your unique needs and are ready to face any obstacles together as we have done in the past. Your trust is deeply valued, and we are honored to stand by your side, knowing our collaboration is built on resilience, trust, and mutual respect. Together, we can navigate any situation and achieve our shared goals.

### 1. National firm, local presence

CLA is a leading accounting firm employing some of the most talented and knowledgeable professionals in our industry. Although we have more than 130 locations throughout the United States, we make it our mission to have local offices that serve our clients efficiently. The City's engagement will be led by firm-wide industry-specialized professionals with support from the CLA Pasadena office located less than 140 miles from the City.

### 2. Office location assigned to manage the engagement

The City will be served by an industry-specialized engagement team located in our Pasadena office at 301 N Lake Avenue Ste 900, Pasadena, CA 91101 with support from our Irvine and Sacramento California offices.

#### *Number and nature of professional staff from the California offices*

The CLA California offices, comprised of Pasadena, Irvine, and Sacramento, have 239 principals, 19 signing directors, 20 managers, 63 directors, 81 associates, 91 seniors and 31 other professionals.

### 3. Range of activities by local office

The CLA local office collectively offers a wide breadth of highly customized services and capabilities to meet our clients' wants and needs, including a sampling of the following:

- Financial statement and forensic audits
- Internal audit, risk assessments, and evaluations
- Implementation assistance for complex accounting standards
- ACA Reporting
- Operational and financial systems consulting
- Operations and performance improvement
- Self-insured medical and PBM claim audits
- IT security and network vulnerability assessments
- Fraud risk assessment and investigations
- Strategic, financial, and operational consulting
- Outsourced accounting and public administration
- Strategic, business, and capital planning
- Organizational and financial health assessment
- Training and educational seminars
- Telecom cost savings assessments

#### 4. Local office’s information technology (IT) audit capabilities

We have extensive experience and a distinct ability to understand how automated systems can be utilized to improve the cost-effectiveness, efficiency, and internal control environment for organizations like the Town.

With the help of the Town’s resources, we will gather data from its various IT operations, IT infrastructure, application owners, and stakeholders. Part of our methodology will be to specifically identify and assess key controls in IT infrastructure, operations, and processes. Through these activities, we will not just look to conduct interviews, but to also validate and verify that information and feedback communicated to us are in alignment with documented standards, policies, protocols, system documentation, etc.

Our focus will also be to evaluate and assess the IT operations in the context of the overall objectives, mission, and strategies. We start by developing an understanding of the systems and the types of electronic and hardcopy information that is available. This includes the process and procedures for IT governance, user administration, change management, and computer operations. We then work with stakeholders to document and perform walk-throughs and interviews to identify the IT organizational structure and roles/responsibilities, internal controls, and business processes. Understanding and documenting these internal controls will identify areas of potential weakness or ambiguity of process/monitoring and aid in directing where to focus further analysis and assessment. At the conclusion of our procedures, we will present reports and related information in a format that best meets the needs of the Town’s, considering use, audience, and purpose.

#### 5. Recent auditing experience references

Our clients say it best. And their independent, authentic perspective is invaluable in learning about the experience you’ll have when working with us. We encourage you to connect with our clients to hear it firsthand.

City of Laguna Niguel	
Client Contact	Trevor Agrelius, Finance Director
Phone Number	949-362-4358

City of La Habra	
Client Contact	Jack Ponvanit, Deputy Director of Finance
Phone Number	562-383-4051

City of El Segundo	
Client Contact	Vicky Cao, Finance Manager
Phone Number	310-524-2377

County of Shasta	
Client Contact	Michelle Gambill, Chief Deputy Auditor
Phone Number	530-245-6664

Eastern Sierra Transit Authority	
Client Contact	Dawn Vidal, Transit Administration Manager
Phone Number	760-872-1901

***Transparent:*** We place honesty and integrity at the center of all communication. We welcome you to start an open and candid conversation with those who know us best.

## 6. Document publication technology and staff formatting and proofreading experience

CLA utilizes a centralized report processing approach to maintain consistency and quality across all office locations. This involves a dedicated report processing pool for financial statements, reports, and related letters. The process includes initial formatting of proforma documents, revising content as requested by the engagement team, and performing formatting, spelling, and grammar checks. Additionally, CLA employs Object Linking and Embedding (OLE) technology to link Excel tables to Word documents, facilitating accurate and efficient transfer of financial data between formats.

CLA's staff is highly skilled in formatting and proofreading, which helps all documents meet professional standards and maintain a consistent, professional appearance. The team follows detailed guidelines for creating standardized financial reports, including the overall structure, linking Excel tables to Word documents, and specific formatting for various financial statements and notes.

In addition, the National Assurance Technical Group (NATG) at CLA supports our assurance practice by being a resource for engagement teams and assisting in learning sessions, monitoring activities, annual inspections, due diligence and acquisition integration, and audit innovation initiatives. Each member is a dedicated second reviewer and a recognized leader for A&A quality. The members are aligned with specific industries, so CLA professionals have several resources for quick responses. The NATG provides consultations on A&A issues and is available to meet with clients to help present technical topics and proposals.

### Differentiators of CLA

We are confident that our extensive experience serving similar governmental entities, bolstered by our track record of working through challenges together, and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the City's consideration:

- ***We know you!*** We know and understand the City. By providing services to you in the past, we have established an understanding of your organization. The work we've performed provides your project with momentum before we begin the engagement. We don't have to spend a lot of time up front learning about your core operations, we know them well.
- ***Industry-specialized insight and resources*** – As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist the City with their audit needs. In addition to your experienced local engagement team, the City will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- ***OMB Uniform Guidance (UG) experience*** – CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- ***Strong methodology and responsive timeline*** – In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience performing similar work for other municipalities. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. The work plan also minimizes the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- ***Communication and proactive leadership*** – The City will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at the City and take an active role in addressing them.

- **A focus on providing consistent, dependable service** – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies’ SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the City will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

We want to serve you and we have the qualifications to deliver quality, timely work. Throughout this proposal, we take you on a journey outlining how we’ll work together and the value you can come to appreciate when we exceed expectations. For ease of evaluation, the structure of our proposal follows your RFP section titled, *IV. Format and Content of Proposal*.

Please contact us if we can provide additional information on our firm or our proposal.

Sincerely,

**CliftonLarsonAllen LLP**



Brianne Wiese, CPA  
Principal  
626-204-7365 | [brianne.wiese@CLAconnect.com](mailto:brianne.wiese@CLAconnect.com)



Tiffany Fung, CPA  
Signing Director  
714-795-5407 | [tiffany.fung@CLAconnect.com](mailto:tiffany.fung@CLAconnect.com)

# D. Audit Team

## 1. Audit team composition

The true value in working with our team is developing a personal and professional relationship with leaders who understand your industry, challenges, and opportunities — with the full support of an entire CLA family behind them.

Meet your service team below. Detailed biographies can be found in the **Appendix A**.

Engagement Team Member	Role
Tiffany Fung, CPA Signing Director	<b>Engagement leader</b> – Tiffany will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Tiffany is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.
Brienne Weise, CPA Principal	<b>Relationship principal</b> – Brienne will serve as the City’s relationship principal. She will be responsible for total client satisfaction through the deployment of all required resources and communication with management and the audit team.
Rich Gonzalez, CPA Principal	<b>Technical resource principal</b> – Rich will be the technical resource for the audit team as well as City personnel. Rich’s many years of serving governmental entities will be an invaluable resource.
Rebecca Hoang Tai, CPA Director	<b>Engagement manager</b> – Rebecca will act as the lead manager on the engagement. In this role, Rebecca will assist the engagement partner with planning the engagement and performing complex audit areas. She will perform a technical review of all work performed and is responsible for the review of the annual comprehensive financial report and all related reports.
Ricky Hegner Senior	<b>Senior</b> – Ricky will be responsible for the day-to-day activities for this engagement, including the supervision of all staff assigned.
<b>Additional staff</b> – We will assign additional staff to your engagement based on your needs and their experience providing services to similar clients.	

## Continuity of service

We are committed to providing continuity throughout this engagement. It is our policy to maintain the same staff throughout an engagement, providing maximum efficiency and keeping the learning curve low. With a solid, steady engagement team, each year brings the additional benefits of trust and familiarity. We are also flexible in exploring alternative strategies to non-mandatory rotation policies.



In any business, however, turnover is inevitable. If and when it happens, we will provide summaries of suggested replacements and will discuss re-assignments prior to finalizing. We have a number of qualified staff members to provide the City with quality service over the term of the engagement.

CLA is committed to maintaining high staff retention rates, which we believe are a strong indicator of service quality. High retention rates also indicate that our staff members have the resources they need to perform their tasks and maintain a positive work/life balance.

***Collaborative:*** *Support from a responsive local team complemented by national resources. We consider the whole of your organization, bringing innovative teams to the table.*

## 2. Supervisors and consultants

Please find the supervisors who will work on the audit in the table above and their resumes in the *Appendix*.

## 3. Team members in the California Society of Municipal Finance Officers or Certificate of Excellence in Financial Reporting programs

Rich Gonzalez holds a certification as Comprehensive Annual Financial Report reviewers from the Government Finance Officers Association (GFOA). It is noteworthy that 13 of our CLA professionals are active members of the GFOA Special Review. We have direct access to these 13 colleagues, making their knowledge and insights readily available to support our audit efforts. This is detailed in the table found in *Proposal Requirements, C., Firm qualifications and experience*.

# E. Audit Scope and Provisions

## Description of the scope of the required services

CLA understands the work to be performed, as outlined in *Part 1 Section III. Scope of Work to be Performed*, as follows:

- 1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the City fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the City has complied with laws and regulations that may have a material effect upon the financial statements.
- 2. The auditors will examine the City's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the Finance Director. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant deficiency or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
- 3. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Diego Viramontes, City Manager/Finance Director.
- 4. Auditors shall include all funds of the City and its component units: The McFarland Parking Authority of the City of McFarland, McFarland Improvement Authority, McFarland Public Financing Corporation, and Successor Agency of the Redevelopment Agency of the City McFarland.
- 5. Auditors shall submit a report of their examination of the component units' financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the financial statements and an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.
- 6. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996 and in generally accepted auditing standards as well as generally accepted governmental auditing standards.
- 7. Auditors shall submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to, a) improvement in systems of internal control, b) improvement in accounting system, c) apparent noncompliance with laws, rules, and regulations, and d) any other material matter coming to the attention of the firm during the conduct of the examination.
- Agreed-upon procedures on the City's appropriations limit calculation.
- Preparation of the City's state controller's reports.



## Audit approach plan and depth of work

### *The CLA Seamless Assurance Advantage (SAA)*

The CLA Seamless Assurance Advantage (SAA) is an innovative approach to auditing that utilizes leading technologies, analytics, and audit methods to help solve client problems and create a seamless experience.



### **A different approach**

SAA is unlike any conventional audit process. SAA does not depend on physical location. It reduces the time our professionals spend on site, creates fewer disruptions, enables more efficient use of resources (yours and ours), and allows for more impactful interactions with your people.



### **Insights through analytics**

CLA uses strategic data analysis to evaluate whole data sets to gain a deeper understanding of your organization. Insights that were once impossible can now come into focus to help you measure performance, enhance strategic decision making, and understand your competitive opportunities.



### **Effective technology**

CLA embraces technologies that help solve client problems and create a seamless experience. Assurance Information Exchange (AIE) is a web-based application developed by CLA to digitally request and obtain audit documents through a secure and efficient online portal.



## Financial statement audit approach



### *Phase 1: Planning and strategy*

The main objective of the planning phase is to identify significant areas and design efficient audit procedures.

- Conduct an entrance meeting. Tiffany and staff will meet with the City personnel to agree on an outline of responsibilities and time frames
  - Establish audit approach and timing schedule
  - Determine assistance to be provided by the City personnel
  - Discuss application of generally accepted accounting principles
  - Address initial audit concerns
  - Establish report parameters and timetables
  - Progress reporting process
  - Establish principal contacts
- Gain an understanding of your operations, including any changes in organization, management style, and internal and external factors influencing the operating environment
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics and Expert Analyzer (TeamMate), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by the City, and establish deadlines

We will document our planning through:

- **Entity profile** — This profile will help us understand the City's activities, organizational structure, services, management, key employees, and regulatory requirements.
- **Preliminary analytical procedures** — These procedures will assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.
- **General risk analysis** — This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations, and other key planning considerations.
- **Account risk analysis** — This document will contain the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- **Prepared by client listing** — This document will contain a listing of schedules and reports to be prepared by the City personnel with due dates for each item.
- **Assurance Information Exchange (AIE)** — CLA uses a secure web-based application to request and obtain documents. This application allows clients to view detailed information, including due dates for all items CLA is requesting. Clients can attach electronic files and add commentary directly on the application.

The audit engagement will be planned under the direction of the engagement leader and in-charge. We will clearly communicate any issues in a timely manner and will be in constant contact as to what we are finding and where we expect it will lead.

Using the information we have gathered and the risks identified, we will produce an audit program specifically tailored to the City that will detail the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

### *Phase 2: Systems evaluation*

We will gain an understanding of the internal control structure of the City for financial accounting and relevant operations. Next, we will identify control objectives for each type of control material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations



We will test controls over certain key cycles, not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether the City has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated prepared by client listing based on our test results and anticipated substantive testing.

During the internal control phase, we will also perform a review of general and application information services/information technology (IS/IT) controls for applications significant to financial statements to conclude whether IS general controls are properly designed and operating effectively.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then assess the significant computer-related controls.

For IS/IT-related controls we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support findings and will provide recommendations for improvement. For IS controls we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

### *Phase 3: Testing and analysis*

The extent of our substantive testing will be based on results of our internal control tests. Audit sampling will be used only in those situations where it is the most effective method of testing.

After identifying individually significant or unusual items, we will decide the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use TeamMate to efficiently control and select our samples.

Our workpapers during this phase will clearly document our work as outlined in our audit programs. We will provide the City with status reports and be in constant communication with the City to determine that all identified issues are resolved in a timely manner. We will hold a final exit conference with the City to summarize the results of our fieldwork and review significant findings.

#### Phase 4: Reporting and follow up

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*
- Management Letter
- Written Communication to Those Charged with Governance, which includes the following areas:
  - Our responsibility under auditing standards generally accepted in the United States of America
  - Changes in significant accounting policies or their application
  - Unusual transactions
  - Management judgments and accounting estimates
  - Significant audit adjustments
  - Other information in documents containing the audited financial statements
  - Disagreements with the City
  - The City's consultations with other accountants
  - Major issues discussed with management prior to retention
  - Difficulties encountered in performing the audit
  - Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, our opinion, the financial statements, and management letter will be issued.

The City will be given a draft of any comments we propose to include in the management letter. Items not considered major may be discussed verbally with management instead of in the management letter. Our management letter will include items noted during our analysis of your operations.

We will make a formal presentation of the audit results to those charged with governance, if requested.

#### Elevating with artificial intelligence (AI)

CLA is committed to harnessing cutting-edge technology to enhance client service. We may use AI to enhance your audit engagements. This can include:

- **Research and document drafting:** CLA professionals may use Microsoft Copilot to ask questions and make requests of generative AI with secure access to CLA-specific resources.
- **Document summarization:** We may use CLA Family Assistant to help extract and summarize information relevant to our audits, including minutes review, leases, debt agreements, and other document types.
- **Invoice extraction:** CLA may use AI tools to extract relevant fields from invoices and other documents.

When AI is used, the work is supervised by CLA professionals who verify results before making final decisions. Client information remains confidential when working with these tools.



## Single audit approach

OMB's *Uniform Guidance* (2 CFR Part 200) affects how federal grants are managed and audited and impacts every organization that receives federal assistance. Grant compliance can be a confusing topic and many of our clients rely on their federal funding as a major revenue source, so it is important that they understand what these changes mean to their organization. As a leader in the industry, CLA professionals are available to provide guidance and tools tailored to the City's needs, and to assist in compliance with these rules.

The AICPA clarified auditing standard, AU-C 935 "Compliance Audits," requires risk-based concepts to be used in all compliance audits including those performed in accordance with 2 CFR Part 200. Our risk-based approach incorporates this guidance.

We will conduct our single audit in three primary phases, as shown, below:



### *Phase 1: Risk assessment and planning*

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with the City's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards, we will identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the *Uniform Guidance*
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of direct and material compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

### *Phase 2: Major program testing*

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with UG.

To accomplish this, we will perform the following:

- Schedule an introductory meeting and notify the City’s management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

### *Phase 3: Final assessment and reporting*

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified
- Re-assess the risk and determine if we are required to audit additional programs
- Perform compliance testing at the entity wide level related to procurement and cash management requirements
- Perform testing to validate the status of prior year findings for those programs not selected for audit
- Prepare the Schedule of Findings and Questioned Costs
- Conduct exit conference with the City’s management to review drafts of required reports:
  - Independent Auditors’ Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in accordance with *Government Auditing Standards*
  - Independent Auditor’s Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by the City. These meetings will be on a set schedule, but as frequently as the City determines. During these meetings, we will discuss progress impediments and findings as they arise.

### **Communication process**

Effective communication is critical to a successful engagement. This includes weekly status meetings where observations, potential exceptions, and leading practices are discussed. To avoid surprises at the end of the engagement, we discuss and document our observations, clarify fact patterns, and confirm management’s understanding and agreement with our findings.



CLA adheres to all auditing standards related to reporting observations, recommendations, and findings. All significant deficiencies and material weaknesses will be reported to the audit committee/governance in writing.

Best practices, observations, and other matters will be reported to management in a management letter that can be used as a tool to track the implementation of our recommendations.

**Report to those charged with governance** — In addition to observations and recommendations, we will inform the audit committee of:

- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments and passed adjustments, if any
- Disagreements with management, if any
- Management consultation with other accountants, if any
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit, if any

We are sensitive and understanding of the fact that we report to those charged with governance, and our audit professionals maintain objectivity and independence in issuing audit opinions. If we identify significant fraud, illegal acts, or significant delays during the audit process, we will alert the audit committee timely.

Information related to overall fiscal health or other concerns of your organization observed during audit testing will be presented in the exit presentation and as part of the management letter. We will also help you create opportunities for improvement through recommendations and suggestions for strengthening your policies, accounting procedures, and processes.

## Data analytics

In addition to standard auditing methodology, a distinguishing aspect of CLA’s audit services incorporates the power of data analytics to multiply the value of the analyses and the results we produce for clients. CLA’s data methodology is a six-phase, systematic approach to examining an organization’s known risks and identifying unknown risks. Successful data analysis is a dynamic process that continuously evolves throughout the duration of an engagement and requires collaboration of the engagement team.

Data analytics are utilized throughout our audit process, our Risk Assessment, **Data Analytics and Review (“RADAR”)** is a specific application of general ledger data analytics that has been implemented on all audit engagements. RADAR is an innovative approach created and used only by CLA that aims to improve and replace traditional preliminary analytics that were being performed.



The phases in our data analytics process are as follows:

### 1. Planning

In the planning stage of the engagement, the use of data analysis is considered and discussed to determine that analytics are directed and focused on accomplishing objectives within the risk assessment. Areas of focus, such as journal entries, cash disbursements, inventory, and accounts receivable are common.

### 2. Expectations

We consider the risks facing our client and design analytics to address these risks. Through preliminary discussions with management and governance, we develop and document expectations of financial transactions and results for the year. These expectations will assist in identifying anomalies and significant audit areas in order to assess risk.

### 3. Data acquisition

Sufficient planning, a strong initial risk assessment, and an adequate understanding of your systems will serve as the foundation necessary to prepare our draft data request list. We will initially request information in written format and conduct follow-up conversations helping CLA practitioners share a mutual understanding of the type of data requested and the format required. If there are going to be any challenges/obstacles related to obtaining data, or obtaining data in the preferred format, they will generally be discovered at this point.

### 4. Technical data analysis

Technical analysis of the data requires the skillful blend of knowledge and technical capability. Meaningful technical analysis provides the engagement team with a better understanding of the organization. The additional clarity assists the engagement team to better assess what is “normal” and, in turn, be better suited to spot anomalies, red flags, and other indications of risk. Analytics generally fall into five categories, each looking into the data set in a different way and deployed with a different purpose.

### 5. Interpret results and subsequent risk assessment

Trends and anomalies will be identified through the performance of the above referenced analytics. Comments regarding the interpretation of those trends and anomalies will be captured. When trends are identified, they are reconciled against expectations. For anomalies identified, the approach to further audit procedures will be considered.



## 6. Response and document

The last process is to capture responses and determine that our procedures are properly documented. Abstracts, charts, or summaries of both trends and anomalies are retained in audit documentation to support our identification of risks. Our analysis can be tailored and customized to help analyze an array of information, including client-specific and proprietary data. Key benefits of data analytics include:

- Built-in audit functionality including powerful, audit specific commands and a self-documenting audit trail
- 100% data coverage, which means that certain audit procedures can be performed on entire populations, and not just samples
- Unlimited data access allows us to access and analyze data from virtually any computing environment
- Eliminates the need to extrapolate information from errors (a common effort when manually auditing data) and allows for more precise conclusions

The below figure illustrates typical data analytics scenarios.



## Staffing and time estimates

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain the services are completed based on your requirements.

Please see the below chart for the level of staff and approximate number of hours to be assigned to each proposed phase:

Segmentation of the Audit Hours by Partner and Staff Level						
	Partner	Manager	Senior	Associates	Admin Support Staff	Total
Interim audit fieldwork	4	10	16	24	-	54
Final audit fieldwork	16	20	64	76	-	176
Financial statement preparation	5	5	20	10	10	50
Single audit	2	6	10	16	2	36
Appropriation limit AUP	-	1	-	1	1	3
State controller's reports	8	-	-	34	-	42
<b>Total hours</b>	<b>35</b>	<b>42</b>	<b>110</b>	<b>161</b>	<b>13</b>	<b>361</b>



## List of required deliverables and estimated completion dates

Per our discussions we have designed a plan that meets your needs and key deadlines. In our planning meeting, we'll discuss this timeline with you in greater detail and adjust as appropriate.

List of Required Reports	Estimated Completion Dates
Independent Auditors' Report on Annual Comprehensive Financial Report	On or before December 5, 2025
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	On or before December 5, 2025
Communication to Those Charged with Governance	On or before December 5, 2025
AUP report on Compliance with Article XIII B Appropriation Limit	On or before December 5, 2025
Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	On or before December 5, 2025
City and Special District Financial Transactions Reports	Will be determined and discussed once SCO forms are available



## F. Cost Data

*All-inclusive maximum price by report*

Having upfront conversations builds relationships.



The value we can provide your organization goes beyond meeting your compliance needs. We can help you discover opportunities to enhance your performance and achieve your strategic goals. Our insights and strategies are tailored to your specific situation and represent a return on your investment.

Based on our understanding of your requirements outlined in the RFP, we propose the following fees:

Service	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28 Optional	FY 2028-29 Optional	FY 2029-30 Optional
City audit	\$46,750	\$48,390	\$50,080	\$51,830	\$53,640	\$55,520
Single audit (1)	\$5,770	\$5,970	\$6,180	\$6,400	\$6,620	\$6,850
Appropriations limit AUP	\$425	\$440	\$460	\$480	\$500	\$520
SCO report city	\$4,650	\$4,810	\$4,980	\$5,150	\$5,330	\$5,520
SCO report special districts	\$1,790	\$1,850	\$1,910	\$1,980	\$2,050	\$2,120
Subtotal	\$59,385	\$61,460	\$63,610	\$65,840	\$68,140	\$70,530
Technology and client support fee 5%	\$2,969	\$3,073	\$3,181	\$3,292	\$3,407	\$3,527
<b>Total</b>	<b>\$62,354</b>	<b>\$64,533</b>	<b>\$66,791</b>	<b>\$69,132</b>	<b>\$71,547</b>	<b>\$74,057</b>

(1) The single audit or examination fee is for auditing 1 major program. Each additional major program will cost \$5,000 per year, subject to the 5% technology and client support fee.

Our fee quote is designed with an understanding that:

- City personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are not significant changes to the scope, including no significant changes in auditing, accounting, or reporting requirements.



The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

*Total hours and hourly rates by staff classification*

The tables below shows our standard hourly billing rates by classification and estimated hours:



City Audit FY 2024-25				
	Hours	Standard hourly rates	Quoted hourly rates	Total
Partner	25	\$450	\$295	\$7,375
Manager	35	\$350	\$225	\$7,875
Senior	100	\$275	\$175	\$17,500
Associates	110	\$180	\$120	\$13,200
Admin support staff	10	\$125	\$80	\$800
Total for services described in scope of work	280			\$46,750
Technology and client support fee 5%				\$2,338
<b>Total all-inclusive maximum price</b>				<b>\$49,088</b>

Single Audit FY 2024-25				
	Hours	Standard hourly rates	Quoted hourly rates	Total
Partner	2	\$450	\$295	\$590
Manager	6	\$350	\$225	\$1,350
Senior	10	\$275	\$175	\$1,750
Associates	16	\$180	\$120	\$1,920
Admin support staff	2	\$125	\$80	\$160
Total for services described in scope of work	36			\$5,770
Technology and client support fee 5%				\$289
<b>Total all-inclusive maximum price</b>				<b>\$6,059</b>



### Appropriations Limit AUP FY 2024-25

	Hours	Standard hourly rates	Quoted hourly rates	Total
Partner	-	\$450	\$295	-
Manager	1	\$350	\$225	\$225
Senior	-	\$275	\$175	-
Associates	1	\$180	\$120	\$120
Admin support staff	1	\$125	\$80	\$80
<b>Total for services described in scope of work</b>	<b>3</b>			<b>\$425</b>
Technology and client support fee 5%				\$21
<b>Total all-inclusive maximum price</b>				<b>\$446</b>

### State Controller's Reports – City FY 2024-25

	Hours	Standard hourly rates	Quoted hourly rates	Total
Partner	6	\$450	\$295	\$1,770
Manager	-	\$350	\$225	-
Senior	-	\$275	\$175	-
Associates	24	\$180	\$120	\$2,880
Admin support staff	-	\$125	\$80	-
<b>Total for services described in scope of work</b>	<b>30</b>			<b>\$4,650</b>
Technology and client support fee 5%				\$233
<b>Total all-inclusive maximum price</b>				<b>\$4,883</b>

### State Controller's Reports – Special Districts FY 2024-25

	Hours	Standard hourly rates	Quoted hourly rates	Total
Partner	2	\$450	\$295	\$590
Manager	-	\$350	\$225	-
Senior	-	\$275	\$175	-
Associates	10	\$180	\$120	\$1,200
Admin support staff	-	\$125	\$80	-
<b>Total for services described in scope of work</b>	<b>12</b>			<b>\$1,790</b>
Technology and client support fee 5%				\$90
<b>Total all-inclusive maximum price</b>				<b>\$1,880</b>



### *No surprises*

Our clients don't like fee surprises. Neither do we. If changes or complexities occur — or any “out-of-scope” work is required — we'll discuss a revised fee proposal with you first.

It's not our policy or practice to bill our clients every time we receive a phone call or email. We're invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise.

**Our last word on fees: we're committed to serving you and creating a long-standing relationship. If fees are a deciding factor in your selection of a professional services firm, give us a call and let's discuss.**

***Transparent:*** *Clear, authentic communication and market-based fees.*



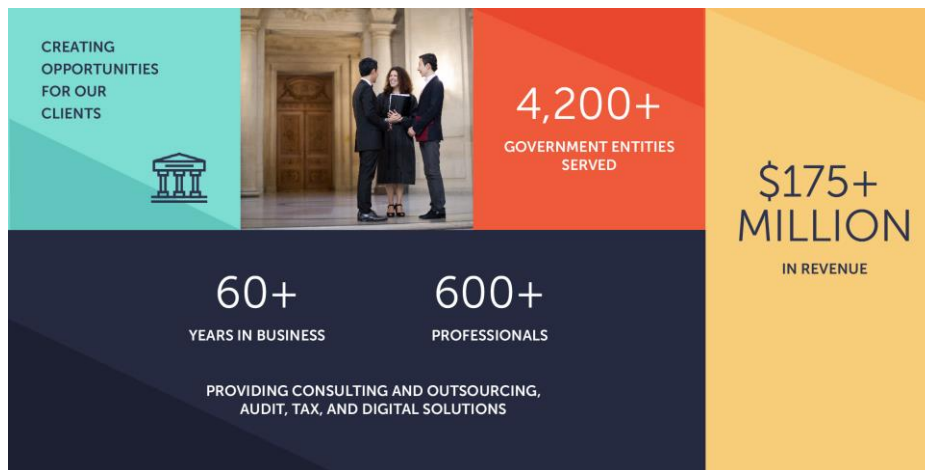
# G. Additional Data

## State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



## Deep industry connections

CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.



We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA’s State and Local Government Expert Panel
- AICPA’s Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA’s Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- Association of Government Accountants



Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

### *Insight to strengthen your organization*

When you're ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

- [National webinars](#) — Access complimentary professional development opportunities for your team.
- [Articles and white papers](#) — Stay current on industry information as issues arise.

***Curious:*** *We care, we listen, we get to know you.*

### *Support at every turn*

With [dedicated services specific to state and local governments](#), you have access to guidance on all aspects of your operations.

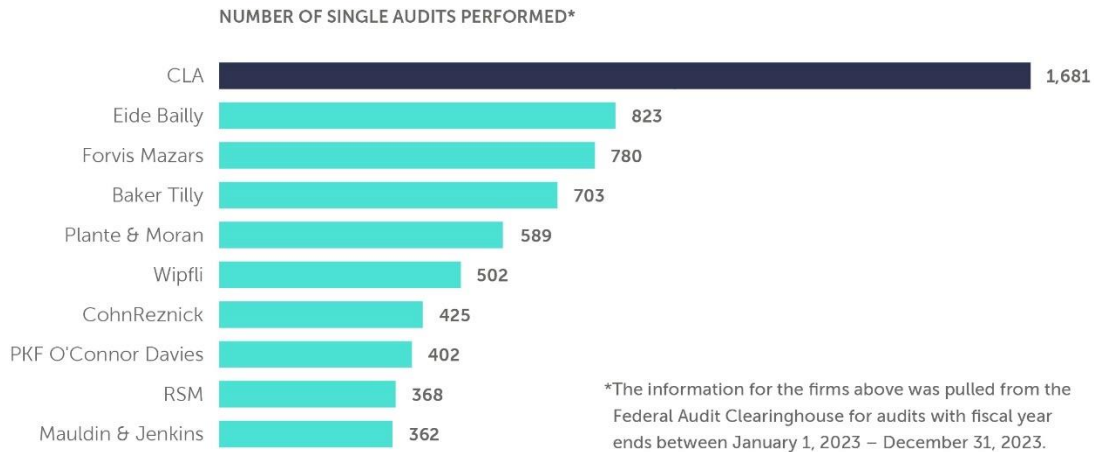
- [Audit](#), review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- [Cybersecurity](#)
- [Enterprise risk management](#)
- [Forensic accounting, auditing, and fraud investigation](#)
- Fraud risk management
- [Grant compliance](#)
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- [Internal audit](#)
- [Outsourced business operations](#)
- [Performance auditing](#)
- [Purchase card \(p-card\) monitoring and analytics](#)
- [Risk assessments](#)
- Strategic, financial, and operational consulting
- [Telecom management services](#)
- [Business opportunity assessments](#)
- [System optimization and selection](#)



## Single audit experience

### CLA performs the largest number of single audits in the United States

**We audited nearly \$229 billion dollars in federal funds expended in 2023.** The chart below illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving the government and nonprofit industry.



It is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City's single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's *Uniform Guidance* and who can offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

*You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.*

### Equal Employment Opportunity/Affirmative Action

At CLA, we encourage and embrace an inclusive culture that brings different beliefs and perspectives so that we can truly know and help each other and our clients. We do this by inviting perspectives and building relationships based on trust and respect, which together with connection, are the foundation for our CLA Promise.

CLA is an Equal Opportunity and Affirmative Action employer committed to diversity, equity, and inclusion. All employment decisions are made without regard to race, creed, color, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), gender, age, national origin, citizenship status, ancestry, mental or physical disability, intellectual disability, military service, protected veteran status, genetic information, medical condition, sexual orientation, gender identity, gender expression, natural hairstyle, marital status, sexual and reproductive health choices or any other characteristic or combination of characteristics/traits protected by federal, state or local law.



## Continuing education program

To maintain and expand our assurance knowledge, we consistently provide continuing education for our professionals. Each member of our professional team, including principals, attends accredited continuing professional education (CPE) annually. Individuals are required to familiarize themselves with all current changes in standards and procedures. Updated information on recent changes in technical standards and regulations, as well as the firm's professional policies and procedures, is distributed to our team members on a regular basis.

CLA professionals are specifically trained on topics specific to the client industry they work in.



CLA's firm-wide training programs include:

- **Learn**—Designed for new CLA associates, this learning is typically attended in the first year of employment. This internally developed and presented training focuses on preparing new hires and interns to understand and perform their role in the audit process. Providing a combination of an introduction to CLA strategy, business risk and independence with audit theory using hands-on exercises and simulations to introduce our audit methodology, tools, and software. Specific audit areas covered include audit planning, cash, fixed assets, accounts payable, prepaids, documentation, and materiality.
- **Experience**—Designed for the CLA associate with about one year of experience, this learning is typically attended in the second year of employment. This training focuses on topics including analytics, sampling, internal controls, walkthroughs, analytical tools, and professional skepticism.
- **Achieve**—Designed for the CLA associate with about two years of experience, this learning is typically attended in the third year of employment. This internally developed and presented training focuses on leadership and performance management of audit engagements utilizing CLA audit methodology from the perspective of the experienced in-charge. Topics covered include detailed review, risk assessment, analytical tools, and professional skepticism.
- **Propel**—Designed for the CLA associate with about three years of experience, this learning is typically attended in the fourth year of employment. This training focuses on risk assessment, effective use of tools and programs, auditing complex areas, and professional skepticism.

# Proposal Requirements

## A. Independence

CLA is independent of the City as required by auditing standards generally accepted in the United States and the U.S. Government Accountability Office's Government Auditing Standards. Our firm-wide quality control policies and procedures foster strict compliance with these professional standards. In addition, the individuals assigned to your audit are independent of the City.

### Conflict of interest

CLA has been the City's auditors for the last seven years. As such, we are required to remain free of conflicts of interest. We are not presently aware of any current or potential relationships with the City or its affiliates that may represent a conflict of interest.

CLA's policies include detailed procedures designed to foster compliance with independence requirements and to avoid conflicts of interest. Our policies are extensive and designed to meet the requirements of the American Institute of Certified Public Accountants (AICPA), the U.S. Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), state licensing agencies, and/or the U.S. Government Accounting Office's *Government Auditing Standards*, as required.

Some of the key elements of our policies are:

- For all personnel who perform client services, conflicts of interest training
- From all personnel who perform client services, annual written representations and approvals of certain roles that may create conflicts of interest
- Extensive client and engagement acceptance and continuance policies
- Separate sections in our policies specific to conflicts of interests and required approvals
- Maintenance of a firm-wide client list and a restricted entities list

## B. License to practice in California

CLA affirms that our firm and all assigned key professional staff are properly licensed to practice in California. A copy of our state license is provided below:

<b>BOARD OF ACCOUNTANCY</b> <b>LICENSING DETAILS FOR: 7083</b> <b>NAME:</b> CLIFTONLARSONALLEN LLP <b>LICENSE TYPE:</b> CPA - PARTNERSHIPS <b>LICENSE STATUS:</b> CLEAR <b>PREVIOUS NAMES:</b> LARSONALLEN LLP ♦ LARSON, ALLEN, WEISHAIR & CO., LLP <b>ADDRESS</b> 5901 PRIESTLY DRIVE SUITE 204 CARLSBAD CA 92008 SAN DIEGO COUNTY	<b>ISSUANCE DATE</b> JULY 27, 2006 <b>EXPIRATION DATE</b> JULY 31, 2026 <b>CURRENT DATE / TIME</b> JULY 19, 2024 6:17:15 AM
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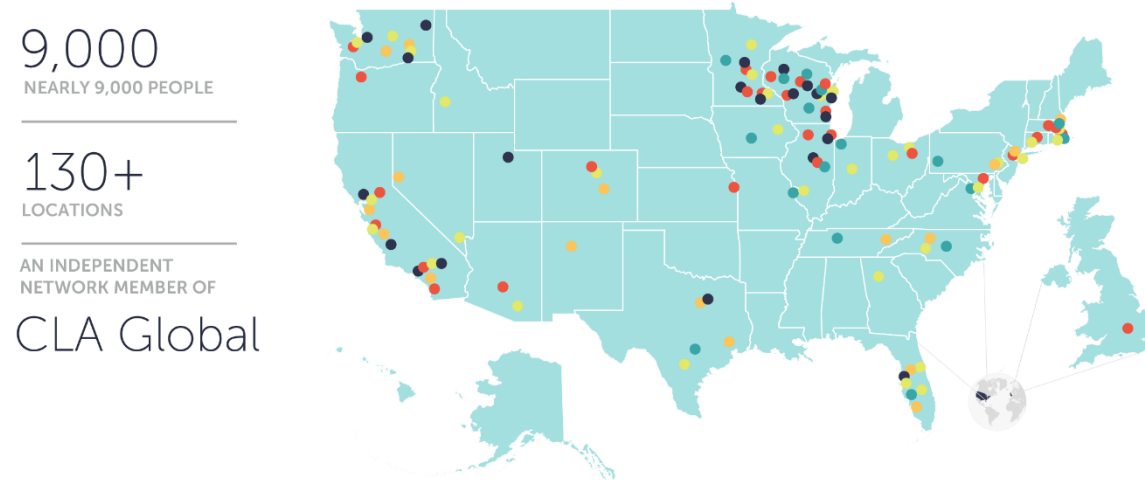
## C. Firm qualifications and experience

### 1. Size of the firm

#### *Create opportunities*

CLA's nearly 9,000 people exist to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With nearly 9,000 people in more than 130 U.S. locations and a global vision, we promise to know you and help you.



#### *It takes balance™*

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go. CLA has been recertified as a Great Place to Work™ in January 2025.



#### *Size of firm's governmental audit staff*

With more than 600 professionals dedicated to our state and local government practice, CLA has one of the largest governmental audit and consulting practices in the country and brings extensive experience providing a variety of such services to state and local government entities. Our state and local government team serves more than 4,200 governmental engagements nationwide, including numerous cities, counties, municipalities, states and state agencies, and school boards. In addition, we perform single audits for hundreds of organizations annually (1,681 according to the most recent Federal Audit Clearinghouse data), ranking top in the nation for the number of single audits performed by any CPA firm.

#### *Office location assigned to manage the engagement*

Our firm matches the necessary skill set to an engagement before considering the geographic location of the staff. Assigning team members who specialize in working with similar clients can provide the City higher-quality services and allows us to complete the engagement in a more efficient and effective manner with little interruption to your staff.



The City will be served by an industry-specialized engagement team located in our California offices – Pasadena, Irvine, and Sacramento.

*Number and nature of professional staff to be employed on this engagement*

The table below provides a breakdown by staff level and denotes full- or part-time status of the engagement team that will serve the City. This team has extensive experience working with clients similar to the City.

Level of Staff	Full-Time Staff	Part-Time Staff
Partner	1	0
Manager	1	0
Senior	1	0
Associate	1	0
<b>Total</b>	<b>4</b>	<b>0</b>

**Government Finance Officers’ Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting**

The Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting is awarded to state and local governments that go beyond the minimum requirements of generally accepted accounting principles. It is awarded to state and local governments who produce an annual comprehensive financial report that evidences the spirit of transparency and full disclosure. Members of the GFOA staff and the GFOA Special Review Committee (SRC) review reports submitted to the ACFR program.

CLA provides audit services to many entities that received the GFOA Certificate of Excellence in Financial Report. All of the procedures noted in our audit approach and our technical review of the ACFR are done to help the City prepare and publish the top product possible. Our managers and principals who review the ACFR have a strong understanding of the GFOA requirement for the certificate. We understand that this is a prestigious award for the City and a great accomplishment for the Finance and Accounting departments.

We will review the GFOA comment letter for each ACFR and provide the City advice regarding the response to the GFOA reviewer’s comments. Our procedures with respect to the ACFR will be the review of the comments from GFOA on the prior year submission to determine they were adequately addressed, completion of the ACFR checklist, and review of the transmittal letter and statistical data to determine that information presented is reasonable and agrees with the information in the financial statements and management’s discussion and analysis (MD&A), where applicable.

We understand the interrelationships of the many and varied components of a governmental entity’s financial statements, allowing us to quickly determine errors or problems with the financial statements. Our depth of knowledge and experience also allows us to assist the City with the preparation of the ACFR and improvement of the City’s financial statements.



Our involvement with clients in the GFOA Certificate program helps to determine that we are on the leading edge of reporting trends and techniques. We have been engaged by various entities to review their statements for compliance with program requirements. We have aided clients in the early implementation of professional pronouncements and regularly provide our clients with updates on new pronouncements which will affect them and will do the same for the City.

The table below identifies the professionals who are currently members of the GFOA Special Review Committee together with their length of service with the Committee.

Name	Title	Location	Years Served
Robert J. Callanan, CPA	Principal	Irvine, CA	15+
Julie S. Fowler, CPA	Signing Director	Sebring, FL	10+
<b>Richard Gonzalez, CPA*</b>	Principal	Roseville, CA	10+
Christopher Kessler, CPA	Principal	Fort Myers, FL	4+
Christopher G. Knopik, CPA, CFE	Principal	Minneapolis, MN	9+
Jacob S. Lenell, CPA	Principal	Milwaukee, WI	12+
Daphnie Munoz, CPA	Principal	Irvine, CA	10+
Remi Omisore, CPA	Principal	Baltimore, MD	11+
Jeffrey Peek, CPA	Principal	Nashville, TN	6+
Brian Quinlin, CPA	Signing Director	Sebring, FL	2+
Lance Schmidt, CPA, CFE, CIA	Principal	Lakeland, FL	2+
Shannon D. Small, CPA, MPA	Signing Director	Wauwatosa, WI	5+
Miranda Wendlandt, CPA, CFE	Principal	Alexandria, MN	5+

\*Member of the CLA's auditing engagement team for the City.



## 2. Peer review report

In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page. ***This quality control review included a review of specific government engagements.***

### *Quality control procedures*

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the Uniform Guidance.





## Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1<sup>®</sup> and SOC 2<sup>®</sup> engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

*Cherry Bekaert LLP*

Cherry Bekaert LLP  
Charlotte, North Carolina  
November 18, 2022

[cbh.com](http://cbh.com)



### 3. Federal or state desk or field reviews

From time to time, CLA will be subject to federal and state desk reviews by oversight agencies. In addition, our government audits are subject to review by each agency's Office of Inspector General, as well as the U.S. Government Accountability Office. In all cases, we cooperate in providing the information required for the reviews and will timely resolve all findings identified in those reviews.

#### *Disciplinary action*

From time to time, the firm is a defendant in lawsuits involving alleged professional malpractice. In all cases, the firm believes that it has a strong position and intends to defend it vigorously. Should the ultimate outcome be unfavorable, however, net of the deductible provisions of the firm's malpractice insurance, all cases are expected to be fully covered by insurance and will not have a material impact on the firm or its ability to perform these services.

Moreover, in those cases where claims have been resolved by settlement (the vast majority of our cases), the firm is typically subject to confidentiality agreements that prohibit the disclosure of information regarding those matters. Disclosure by the firm of any details about those matters could invalidate the settlement agreements.

### 4. Most significant engagements with other similar entities

The below table lists the ten most significant engagements that CLA has performed within the last five years that are similar to the engagement described in this RFP.

Sampling of Significant Engagements	
City of Cerritos	City of El Segundo
City of La Habra	City of Laguna Niguel
City of Laguna Woods	City of Lake Forest
City of Norwalk	City of Santa Fe Springs
City of Temple City	City of Westminster

### 5. Quality control review process for service and product delivery

While not required by auditing standards, CLA's internal quality control standards mandate a concurring/independent review be performed on all assurance engagements. A member of the firm specifically designated to perform this review independent of your audit and knowledgeable about your industry performs this type of review. Because we work with so many similar clients throughout the country, we have dozens of qualified members who are able to perform this review. In addition, because we are paperless and wireless, this review can happen at anytime from anywhere.



## D. Partner, supervisory, and staff qualifications and experience

### *Team assigned to the engagement*

Engagement Team Member	Licensed in California
Brianne Weise, CPA, Principal	✓
Tiffany Fung, CPA, Signing Director	✓
Rich Gonzalez, CPA, Principal	✓
Rebecca Hoang Tai, CPA, Director	✓
Rickie Hegner	

Detailed resumes, which include each team members government auditing experience, continuing professional education for the past three years and membership in professional organizations, can be found in *Appendix A*. Additional information can be found in *Section D, Audit Team*.

***Collaborative:*** *Support from a responsive local team complemented by national resources. We consider the whole of your organization, bringing innovative teams to the table.*

### *Quality of staff*

We are committed to providing continuity throughout this engagement. It is our policy to maintain the same staff throughout an engagement, providing maximum efficiency and keeping the learning curve low. With a solid, steady engagement team, each year brings the additional benefits of trust and familiarity. We are also flexible in exploring alternative strategies to non-mandatory rotation policies.

In any business, however, turnover is inevitable. If and when it happens, we will provide summaries of suggested replacements and will discuss re-assignments prior to finalizing. We have a number of qualified staff members to provide the City with quality service over the term of the engagement.

CLA is committed to maintaining high staff retention rates, which we believe are a strong indicator of service quality. High retention rates also indicate that our staff members have the resources they need to perform their tasks and maintain a positive work/life balance.

### *Right to approve or reject replacements*

Engagement principals, managers, other supervisory staff, and professionals may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. In all instances, the City would retain the right to approve or reject replacements.

### *Audit personnel changed at the discretion of the proposer*

CLA may change other audit personnel at our discretion, provided that replacements have substantially the same or better qualifications or experience.



## E. Specific audit approach

Please find the audit approach and respective work plan, including an explanation of the audit methodology to be followed, to perform the services required in *Section E, Audit scope and provisions*.

## F. Identification of anticipated potential audit problems

In situations where authoritative guidance on a particular transaction or accounting issue is unclear or subject to interpretation, our approach is to proactively meet with management to discuss the issue and reach a conclusion that is hopefully agreed upon by both parties. We do not have specific firm policies that dictate our conclusions to be reached on all complex accounting issues. Rather, each issue must be evaluated independently by our engagement team. As discussed above, we will not only meet internally, but also facilitate discussion with the City's management team in order to obtain a mutual understanding of the particular accounting issue, determine the applicable authoritative guidance that most closely relates to the issue, and strive to reach an approach agreed upon by both parties. If there remains any ambiguity or disagreement, we can explore other resources that could possibly assist, such as subject matter professionals within the Government Accounting Standards Board staff or the Government Finance Officers Association (GFOA) or perhaps other municipalities who may have dealt with similar issues.

### *Special assistance from the City*

We request that the City provide access to all records required for the audits and other requirements of the contract. In addition, we request that you assign a "project coordinator" through whom we will communicate and coordinate activities. We do not foresee needing the City's staff other than during normal business hours.

To assist in this process, we will provide a detailed Prepared by Client list early in the engagement. We will ask that your accounting staff provide us with standard schedules, as well as additional requested supporting items. We anticipate that your accounting personnel will need to locate and submit to us certain invoices, vouchers, cancelled checks, and other documents and records. We are extremely flexible as to the format in which we receive this information and to the extent possible will use the latest technology to help minimize the level of effort of your personnel.

We will depend on your staff to provide us with as much information as possible, in an effort to limit everyone's time on the engagement and, ultimately, to save your organization money.

## G. Total all-inclusive maximum price

Please find the cost data in *Section F, Cost Data*.

## H. Ownership of city-related documents

CLA affirms that all property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the City. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City Finance Director or designee.

## I. Acceptance of proposal contents

CLA affirms that after an audit firm is selected by the City, the contents of the submitted proposal shall become a contractual obligation. The successful proposer will be required to execute a standard consultant agreement with the City as exemplified in the RFP. See CLA's exceptions to the sample agreement in *Appendix C*. Failure of the audit firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts that do not meet with the approval of the City.



## J. Acceptance or rejection and negotiation of proposals

CLA affirms that the City reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to the execution of the contract(s), with no penalty to the City. In addition, if the City elects to reject all of the proposals, it reserves the right to select one at random to negotiate a contract for services.



# Appendix

A. Your audit team resumes and continuing professional education





## Brianne Wiese, CPA

### CLA (CliftonLarsonAllen LLP)



Principal  
Pasadena, California

310-592-3940  
brianne.wiese@CLAconnect.com

### Profile

Brianne is a highly experienced auditor with over 20 years of experience primarily serving state and local governments and large not for profit entities. Throughout her career, she has developed a deep understanding of the unique challenges and opportunities facing organizations like yours. In addition to her technical experience, Brianne is known for her strong communication skills and ability to build lasting relationships with clients and colleagues. She is a collaborative team player who is always willing to go the extra mile.

With a track record of delivering high-quality audit services, Brianne has earned a reputation as a trusted advisor to clients across a range of industries. She is committed to staying up to date on the latest trends and best practices in the field, and she brings this knowledge to every engagement. Brianne is passionate about helping your organization achieve its goals and fulfill your missions through effective financial management and accountability.

### Technical experience

- State and local government
- Nonprofit entities

### Education and professional involvement

- Bachelor of science in accounting from Loyola Marymount University, Los Angeles, California
- American Institute of Certified Public Accountants
- Certified Public Accountant in California
- California Society of Certified Public Accountants

### Civic organizations

- Legal Aid Foundation of Los Angeles, *Board Member*



## Continuing professional education

Program name	Completion date	Sponsor	Total
Single Audit: Compliance Requirements L&G	1/23/2025	CliftonLarsonAllen LLP	1.0
Quality Update - Q1 2025	2/3/2025	CliftonLarsonAllen LLP	1.0
AIS Data Ingestion Training	1/15/2025	CliftonLarsonAllen LLP	1.0
GAAP Update 2024 - Private	12/26/2024	CliftonLarsonAllen LLP	1.0
GASB Update 2024 - Part 2	12/26/2024	CliftonLarsonAllen LLP	1.0
GASB Update 2024 - Part 1	12/26/2024	CliftonLarsonAllen LLP	1.0
GAAP Update 2024 - Regulated	12/26/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Regulated, SLG	12/24/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Regulated, not SLG	12/24/2024	CliftonLarsonAllen LLP	1.0
Professional Skepticism and Fraud	12/23/2024	CliftonLarsonAllen LLP	1.0
AIS and Audit Methodology Refresher	12/23/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2024	12/23/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Private	12/23/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q3 2024	12/23/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q1 2024	12/23/2024	CliftonLarsonAllen LLP	1.0
Materiality	12/23/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q4 2024	12/23/2024	CliftonLarsonAllen LLP	1.0
CLA The Rainmaker Academy 2024: Motivate (Session 5)	10/1/2024	The Rainmaker Companies	3.0
CLA The Rainmaker Academy 2024: Align (Session 4)	8/26/2024	The Rainmaker Companies	3.0



Program name	Completion date	Sponsor	Total
2024 State and Local Government Assurance Overview - Sacramento Day 3	6/12/2024	CliftonLarsonAllen LLP	13.0
2024 State and Local Government Assurance Overview - Sacramento Day 2	6/11/2024	CliftonLarsonAllen LLP	3.0
2024 State and Local Government Assurance Overview - Sacramento Day 2	6/11/2024	CliftonLarsonAllen LLP	14.0
2024 State and Local Government Assurance Overview - Sacramento Day 1	6/10/2024	CliftonLarsonAllen LLP	6.0
2024 State and Local Government Assurance Overview - Sacramento Day 1	6/10/2024	CliftonLarsonAllen LLP	9.0
Engaging Our Clients and Markets: MarTech	5/8/2024	CliftonLarsonAllen LLP	7.0
State Association of County Auditors	4/25/2024	CALIFORNIA STATE ASSOCIATION OF COUNTY AUDITORS	13.5
CLA The Rainmaker Academy 2024: Target (Session 1)	4/22/2024	The Rainmaker Companies	3.0
Think Security: New Family Members	1/10/2024	CliftonLarsonAllen LLP	1.0
A Story of Integrity: Our Code of Conduct (FIRM-23-WB-450)	11/3/2023	KPMG LLP	1.5
Mastering Audit Insights: Key Focus Areas for Audits (AUDIT-23-KL-350}	10/26/2023	KPMG LLP	1.5
KPMG Clara workflow Journal Entry Analysis (AUDIT-20--WB-506)	10/20/2023	KPMG LLP	1.0
Privacy and Confidentiality at KPMG (FIRM-23-WB-604)	10/12/2023	KPMG LLP	0.0
Data Ethics: Managing Your Private Customer Data	10/3/2023	Linkedin Learning	2.0
Protecting Information at KPMG 2023 (FIRM-23-WB-960)	9/13/2023	KPMG LLP	0.0



Program name	Completion date	Sponsor	Total
2023 Engagement Independence for the Management Group -Audit (FIRM-23-WB-403}	8/31/2023	KPMG LLP	1.0
AI Ethics -An Introduction (FIRM-22-WB-883)	8/30/2023	Intuition Publishing, Inc.	0.0
AI Ethics - Key Principles {FIRM-22-WB-884)	8/30/2023	Intuition Publishing, Inc.	0.0
Psychological safety: A conversation with Adam Grant and Sandy Torchia	8/17/2023	KPMG LLP	1.0
Process Understanding - Walkthrough Policy and Required Work Papers - Experienced team members	7/29/2023	KPMG LLP	1.0
Persona! Independence for Members of Management Group (FIRM-23-WB-409}	7/10/2023	KPMG LLP	1.0
GASS 2023 Update (AUDIT-23-KS-305)	6/28/2023	KPMG LLP	2.0
Fraud 101 - Misappropriations - CPM!SA (FIRM-23-WB- CP925)	6/19/2023	Checkpoint Learning	4.0
Handling Client Export Controlled Information 2023 (FIRM-22-KS-500}	6/15/2023	KPMG LLP	1.0
Building Psychologically Safe Teams {FIRM-22-WB-406)	5/24/2023	KPMG LLP	1.5
Engaging MarketEDGE Behaviors for Audit professionals (FIRM-22-NL-415)	5/4/2023	KPMG LLP	4.0
Adding Value through Diversity (FIRM-LI-WB-2860033C)	5/2/2023	Linkedin Learning	1.5
Public Sector Hot Topics (AUDIT-23-IL-345)	4/28/2023	KPMG LLP	3.5
SOM - 2023 Audit Hot Topics (AUDIT-23-IL-334)	4/28/2023	KPMG LLP	1.0
Delegation and Leverage Model for Managers and Partners	4/28/2023	KPMG LLP	1.0



Program name	Completion date	Sponsor	Total
SOM - Introduction, Inherent risk assessment, and Risk assessment procedures and Wrap up (AUDIT-23-JL-332)	4/27/2023	KPMG LLP	3.5
Delegation and Leverage Model for Audit MDs, Managers and Seniors and TA Senior through MDs	4/27/2023	KPMG LLP	1.0
Building the Business through Relationships (AUDIT-23-IL-337)	4/27/2023	KPMG LLP	1.5
Estimates Pathway (AUDIT-22-WB-350-EX)	1/23/2023	KPMG LLP	1.0
Creating and Managing Audit Opportunities in KPMG Engage (AUDIT-22-WB-321)	1/7/2023	KPMG LLP	0.0
Front Office Transformation Overview {FIRM-22-WB-521}	12/20/2022	KPMG LLP	0.0
We do what is right: Integrity at KPMG FY23	11/24/2022	KPMG LLP	1.5
Protecting Information at KPMG (FIRM-22-WB-960)	11/1/2022	KPMG LLP	1.0
2022 Engagement Independence - Audit (FIRM-22-WB-403)	10/12/2022	KPMG LLP	1.0
Speaking and Listening Up - Building Your Ethical Muscle Memory (AUDIT-22-WB-500)	9/2/2022	KPMG LLP	1.0
Personal Independence for Members of Management Group {FIRM-22-WB-409}	7/29/2022	KPMG LLP	1.0
Becoming an Inclusive Leader {FIRM-22-WB-514}	7/28/2022	KPMG LLP	0.0
Introduction to Responsible AI Algorithm Design {FIRM-LI-	5/16/2022	Linkedin Learning	1.0



Program name	Completion date	Sponsor	Total
Tech Ethics: Avoiding Unintended Consequences {FIRM- LI-WB-2823140C}	5/16/2022	Linkedin Learning	1.5
False Assurance Instructor {AUDIT-22-IL-321-INS}	4/27/2022	KPMG LLP	7.0
Tech enablement practice: Controls Instructor	4/26/2022	KPMG LLP	3.0
Tech Enablement Practice: Panel (AUDIT-22-IL-305}	4/26/2022	KPMG LLP	1.0
Tech enablement practice: Substantive Instructor (AUDIT-22-IL-302-INS)	4/26/2022	KPMG LLP	10.5
Engagement team tech enablement plan Instructor	4/26/2022	KPMG LLP	3.0
Tech enablement practice: Completion and interim Instructor (AUDIT-22-IL-304-INS)	4/25/2022	KPMG LLP	3.0
Tech enablement practice: Risk Assessment (AUDIT-22-IL-301-INS)	4/25/2022	KPMG LLP	11.0
Engagement Management Instructor (AUDIT-22-IL-313-INS)	4/25/2022	KPMG LLP	2.5
Engagement management Lifecycle for Partners through 2nd Year Seniors {AUDIT-22-KS-320}	4/15/2022	KPMG LLP	1.5
Data Extraction (AUDIT-22-WB-462-EX)	4/13/2022	KPMG LLP	1.5
SLG and the KPMG Clara workflow (AUDIT-22-KL-309-VC)	4/12/2022	KPMG LLP	1.5
Methodology- Key Considerations and Resources when using Tech-enabled routines (AUDIT-22-WB-305-EX)	4/11/2022	KPMG LLP	2.0
HERON/SLG Partner/Manager Audit Meeting (AUDIT-22-LL-114)	3/11/2022	KPMG LLP	12.5





# Tiffany Fung, CPA

## CLA (CliftonLarsonAllen LLP)

Signing Director  
Irvine, California

714-795-5407  
[tiffany.fung@CLAconnect.com](mailto:tiffany.fung@CLAconnect.com)



### Profile

Tiffany is a signing director at CLA’s Irvine office, formerly White Nelson Diehl Evans (WNDE). She has more than 13 years of experience and focuses on overseeing all phases of local governmental audits including cities, successor agencies/redevelopment agencies, single audit of federal grants, special districts, and agreed-upon procedures engagements. As a signing director, Tiffany is responsible for planning and executing audits, ensuring compliance with regulatory requirements, preparation of financial statements, and supervision and training of staff accountants.

### Technical experience

- Local government audits, including cities and special districts

### Education and professional involvement

- Bachelor of art in economics with a minor in accounting from University of California Irvine
- Certified Public Accountant for the state of California
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)
- California Society of Municipal Finance Officers (CSMFO)

### Local government experience

#### Cities

- |                    |                |                 |
|--------------------|----------------|-----------------|
| • El Segundo       | • Norwalk      | • Laguna Niguel |
| • Santa Fe Springs | • La Habra     | • Glendale      |
| • Westminster      | • Santa Ana    | • Vernon        |
| • Lake Forest      | • Laguna Woods | • San Gabriel   |

#### Special districts

- |                                      |  |
|--------------------------------------|--|
| • Coachella Valley Water District    | • South Coast Water District                             |
| • Inland Empire Utilities Agency     | • Moulton Niguel Water District                          |
| • Laguna Beach County Water District | • Western Municipal Water District                       |
| • Orange County Water District       | • Western Riverside County Regional Wastewater Authority |



## Continuing professional education

Program name	Completion date	Sponsor	Total
Materiality	12/31/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q4 2024	11/21/2024	CliftonLarsonAllen LLP	1.0
AIS Data Ingestion Training	11/20/2024	CliftonLarsonAllen LLP	1.2
Quality Update - Q3 2024	10/30/2024	CliftonLarsonAllen LLP	1.0
GASB Update 2024 - Part 2	10/30/2024	CliftonLarsonAllen LLP	1.0
Professional Skepticism and Fraud	10/21/2024	CliftonLarsonAllen LLP	1.0
Single Audit Update - July 2024	7/11/2024	CliftonLarsonAllen LLP	1.0
Incorporating SAS 145 Requirements into our Financial Audit Support Work	6/3/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2024	5/28/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Regulated, SLG	5/23/2024	CliftonLarsonAllen LLP	1.0
Orange County Chapter Meeting	5/22/2024	California Society of Municipal Finance Officers	1.0
GAAP Update 2024 - Regulated	5/20/2024	CliftonLarsonAllen LLP	1.0
Engaging Our Clients and Markets: MarTech	5/10/2024	CliftonLarsonAllen LLP	13.5
Single Audit: Procurement, Suspension, & Debarment	5/2/2024	CliftonLarsonAllen LLP	1.0
GASB Update 2024 - Part 1	4/19/2024	CliftonLarsonAllen LLP	1.0
AIS KPIs and Seamless Opportunities in Industry - State and Local Government	2/8/2024	CliftonLarsonAllen LLP	1.0
Single Audit Update - February 2024	2/8/2024	CliftonLarsonAllen LLP	1.0
CSMFO Annual Conference 2024	2/2/2024	California Society of Municipal Finance Officers	7.0



Program name	Completion date	Sponsor	Total
Quality Update - Q1 2024	1/25/2024	CliftonLarsonAllen LLP	1.0
AIS and Audit Methodology Refresher	1/18/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 2	1/16/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1/15/2024	CliftonLarsonAllen LLP	1.0
AIS Data Ingestion	1/8/2024	CliftonLarsonAllen LLP	1.0
Navigating Performance Conversations	1/5/2024	CliftonLarsonAllen LLP	1.0
Internal Controls	1/3/2024	CliftonLarsonAllen LLP	1.0
Are you Ringing the Fraud Triangle	1/2/2024	Checkpoint Learning	0.2
Advancing in Your Inspired Career Conference 2023	11/30/2023	CliftonLarsonAllen LLP	12.4
Centralized Billing Process - Part 2	11/16/2023	CliftonLarsonAllen LLP	1.0
Centralized Billing Process - Part 1	11/14/2023	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q4 2023	11/7/2023	CliftonLarsonAllen LLP	1.0
Quality Update - Q4 2023	11/1/2023	CliftonLarsonAllen LLP	1.0
AIS and Audit Methodology - Day 1	9/25/2023	CliftonLarsonAllen LLP	8.4
Single Audit Update - August 2023	8/14/2023	CliftonLarsonAllen LLP	1.0
Connect, Inspire, and Grow 2023	7/13/2023	CliftonLarsonAllen LLP	12.2
State and Local Gov (SLG) Industry Series - June 2023	6/15/2023	CliftonLarsonAllen LLP	1.0
IT in an Audit, SAS 145	6/6/2023	CliftonLarsonAllen LLP	1.0
IT for Auditors	6/6/2023	CliftonLarsonAllen LLP	1.0
Adopting the Standards SAS 143-145	6/5/2023	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
GFOA 2023 Annual Conference	5/24/2023	GFOA OF THE UNITED STATES AND CANADA - NASBA #103133	12.0
State and Local Gov (SLG) Industry Series - May 2023 #2	5/18/2023	CliftonLarsonAllen LLP	1.0
Coaching for Inspired Careers - May 2023	5/10/2023	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Industry Series - May 2023 #1	5/4/2023	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2023	5/3/2023	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q2 2023	5/2/2023	CliftonLarsonAllen LLP	1.0
Using RIA Checkpoint Effectively	5/1/2023	CliftonLarsonAllen LLP	1.0
GASB for State and Local Government 2023 - Part 1	4/27/2023	CliftonLarsonAllen LLP	1.2
Single Audit Update - January 2023	1/31/2023	CliftonLarsonAllen LLP	1.0
Beyond the Basics: Independence and Ethics 2022 – Thriving in a Seamless World	12/12/2022	CliftonLarsonAllen LLP	2.2
Assurance Perspectives - Q4 2022	12/8/2022	CliftonLarsonAllen LLP	2.2
Quality Update - Q4 2022	12/8/2022	CliftonLarsonAllen LLP	1.0
Coaching for Inspired Careers - November 2022	11/16/2022	CliftonLarsonAllen LLP	1.0
Risk Management Update 2022	11/9/2022	CliftonLarsonAllen LLP	5.8
Coaching in the Promise Season 2022	9/20/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 4, State and Local Government	8/31/2022	CliftonLarsonAllen LLP	1.2
GASB for State and Local Government #2	8/25/2022	CliftonLarsonAllen LLP	1.2
Audit: Be in the Know 2022 - Part 3, State and Local Government	8/22/2022	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
State and Local Gov (SLG) Learning Series - Part 5	8/18/2022	CliftonLarsonAllen LLP	1.2
Assurance Perspectives - Q3 2022	8/11/2022	CliftonLarsonAllen LLP	2.4
Audit: Be in the Know 2022 - Part 2, All Industries	7/26/2022	CliftonLarsonAllen LLP	1.2
Audit: Be in the Know 2022 - Part 1, All Industries	7/25/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Learning Series - Part 4	7/14/2022	CliftonLarsonAllen LLP	2.2
Single Audit Update - Q3 2022	7/7/2022	CliftonLarsonAllen LLP	2.4
State and Local Gov (SLG) learning series - Part 3, GASB 87 - Implementing the Lease Standard	6/29/2022	CliftonLarsonAllen LLP	2.5
Assurance Perspectives - Q2 2022	6/13/2022	CliftonLarsonAllen LLP	2.4
Quality Update - Q2 2022	6/13/2022	CliftonLarsonAllen LLP	1.0
Coaching in the Summer at CLA 2022	6/9/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) learning series - Part 2: Project Management for Effective Cross-Utilization: Leveraging Our Tools	5/20/2022	CliftonLarsonAllen LLP	2.0
Coaching for Inspired Careers - May 2022	5/12/2022	CliftonLarsonAllen LLP	1.0
Wellness Wednesday 2022: May #1 - Benefits & Your Emotional Health	5/11/2022	CliftonLarsonAllen LLP	1.0
GASB for State and Local Government #1	4/5/2022	CliftonLarsonAllen LLP	2.2
State and Local Gov (SLG) learning series - Part 1	4/5/2022	CliftonLarsonAllen LLP	2.2
The CSMFO Annual Conference 2022	2/24/2022	California Society of Municipal Finance Officers	5.5



Program name	Completion date	Sponsor	Total
Wellness Wednesday 2022: February #2 - Benefits & Your Emotional Health	2/16/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q1 2022	1/31/2022	CliftonLarsonAllen LLP	2.0
CLA Update on Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Funded by ARPA	1/27/2022	CliftonLarsonAllen LLP	1.0
Building a Business Case for Principal & Signing Director	1/17/2022	CliftonLarsonAllen LLP	1.0
SSAE No. 19 Agreed-Upon Procedures Engagements	1/16/2022	CliftonLarsonAllen LLP	1.0
Audit Report Changes: SAS 134, 135, 137, 139 and 140	1/16/2022	CliftonLarsonAllen LLP	1.0
Audit Risk Assessment	1/15/2022	CliftonLarsonAllen LLP	3.0
Wellness Wednesday 2022: January #1 - Benefits & Your Emotional Health	1/5/2022	CliftonLarsonAllen LLP	1.0





# Richard Gonzalez, CPA

## CLA (CliftonLarsonAllen LLP)



Principal  
Sacramento, California

916-677-5760  
rich.gonzalez@CLAconnect.com

### Profile

Rich is a principal and CPA. He has more than 25 years of regulated industry auditing experience, which includes county, city, special district, and state agency audits. His experience also includes the successful training of client staff in the preparation of their organization's ACFR. He participates as a ACFR reviewer within the GFOA Special Review Committee.

### Technical experience

- State and local government
  - Counties
  - Cities
  - State departments
  - Water, fire, flood, and sanitation districts
  - Air pollution districts, housing agencies, and LAFCO agencies
- Federal and state grant compliance audits
- Single audits performed under the Uniform Guidance

### Education and professional involvement

- Bachelor of science in accounting from Humboldt State University, Arcata, California
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee



## Key relevant clients

Rich has worked on the following state and local governments:

### Counties

- Alpine
- Madera\*
- San Bernardino\*
- Amador
- Marin\*
- San Joaquin
- Butte\*
- Mendocino\*
- San Luis Obispo
- Calaveras\*
- Merced\*
- Santa Cruz\*
- Colusa
- Modoc
- Shasta\*
- El Dorado
- Mono
- Sierra
- Glenn
- Monterey\*
- Stanislaus\*
- Humboldt
- Napa\*
- Sutter
- Inyo
- Nevada\*
- Tehama
- Lake\*
- Placer\*
- Trinity\*
- Lassen
- San Benito
- Yolo
- Yuba

### Cities

- Auburn
- Merced
- Benicia
- Portola
- Chico
- Redding
- Hercules
- Seaside

### State agencies

- State Water Resources Development System\*
- IBank

**\* Annual Comprehensive Financial Report Award**

## Continuing professional education

Program name	Completion date	Sponsor	Total
AIS and Audit Methodology Refresher	12/21/2024	CliftonLarsonAllen LLP	1.0
Materiality	12/20/2024	CliftonLarsonAllen LLP	1.0
Audit Documentation	11/29/2024	CliftonLarsonAllen LLP	1.0
GASB Update 2024 - Part 2	8/15/2024	CliftonLarsonAllen LLP	1.0
Engaging Our Clients and Markets: MarTech	8/1/2024	CliftonLarsonAllen LLP	13.5
2024 State and Local Government Assurance Overview - Sacramento Day 3	6/12/2024	CliftonLarsonAllen LLP	4.5



Program name	Completion date	Sponsor	Total
2024 State and Local Government Assurance Overview - Sacramento Day 2	6/11/2024	CliftonLarsonAllen LLP	4.0
2024 State and Local Government Assurance Overview - Sacramento Day 2	6/11/2024	CliftonLarsonAllen LLP	14.0
2024 State and Local Government Assurance Overview - Sacramento Day 1	6/10/2024	CliftonLarsonAllen LLP	9.0
Quality Update - Q2 2024	5/28/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Regulated, SLG	5/16/2024	CliftonLarsonAllen LLP	1.0
Single Audit: Procurement, Suspension, & Debarment	5/2/2024	CliftonLarsonAllen LLP	1.0
California State Association of County Auditors	4/25/2024	CALIFORNIA STATE ASSOCIATION OF COUNTY AUDITORS	18.0
ECM* MarTech: Responsive Overview and Training	4/19/2024	CliftonLarsonAllen LLP	1.0
Single Audit Update - February 2024	2/8/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 2	1/16/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1/15/2024	CliftonLarsonAllen LLP	1.0
Engaging Our Clients and Markets: Prodigy - Part 6	12/6/2023	The Rainmaker Companies	2.0
78th Annual State Controller's Conference with County Auditors	10/25/2023	CALIFORNIA STATE ASSOCIATION OF COUNTY AUDITORS	6.5
AIS and Audit Methodology - Day 1	10/9/2023	CliftonLarsonAllen LLP	8.0
Engaging Our Clients and Markets: Prodigy - Part 5	10/4/2023	The Rainmaker Companies	2.0



Program name	Completion date	Sponsor	Total
Engaging Our Clients and Markets: Prodigy - Part 4	9/6/2023	The Rainmaker Companies	2.0
Adopting the Standards SAS 143-145	8/22/2023	CliftonLarsonAllen LLP	1.0
Single Audit Update - August 2023	8/14/2023	CliftonLarsonAllen LLP	1.0
Engaging Our Clients and Markets: Prodigy - Part 3	7/18/2023	The Rainmaker Companies	2.0
Connect, Inspire, and Grow 2023	7/13/2023	CliftonLarsonAllen LLP	12.0
Quality Management Update 2023	6/20/2023	CliftonLarsonAllen LLP	6.0
Engaging Our Clients and Markets: Prodigy - Part 2	6/8/2023	The Rainmaker Companies	1.0
Effective Compensation Conversations 2023	6/7/2023	CliftonLarsonAllen LLP	1.0
Engaging Our Clients and Markets: Prodigy - Part 1	5/10/2023	The Rainmaker Companies	2.0
State and Local Gov (SLG) Industry Series - May 2023 #1	5/4/2023	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2023	5/3/2023	CliftonLarsonAllen LLP	1.0
Annual GASB Update	5/3/2023	Becker Professional Education	2.0
Creating a Culture of Integrity	5/1/2023	Becker Professional Education	2.0
Compensation & Advancement Process - Leadership Kick Off & Workday Walkthrough 2023	4/27/2023	CliftonLarsonAllen LLP	1.0
State Association of County Auditors 2023 Spring Conference	4/20/2023	CALIFORNIA STATE ASSOCIATION OF COUNTY AUDITORS	8.5
Single Audit Update - April 2023	4/17/2023	CliftonLarsonAllen LLP	1.0
Single Audit Update - January 2023	1/31/2023	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
Assurance Perspectives - Q4 2022	12/8/2022	CliftonLarsonAllen LLP	2.0
77th Annual State Controller's Conference with County Auditors	10/27/2022	STATE ASSOCIATION OF COUNTY AUDITORS	6.0
Caring Conversations Part 6: Celebrations	9/26/2022	CliftonLarsonAllen LLP	1.0
Caring Conversations Part 5: Talking Through Tension	9/12/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 4, State and Local Government	8/23/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 3, State and Local Government	8/22/2022	CliftonLarsonAllen LLP	1.0
Caring Conversations Part 4: Talking About Change	8/22/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q3 2022	8/11/2022	CliftonLarsonAllen LLP	2.0
Caring Conversations Part 3: Thanks for the Feedback	8/8/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Learning Series - Part 4	7/14/2022	CliftonLarsonAllen LLP	2.0
Single Audit Update - Q3 2022	7/7/2022	CliftonLarsonAllen LLP	2.0
State and Local Gov (SLG) learning series - Part 3, GASB 87 - Implementing the Lease Standard	6/29/2022	CliftonLarsonAllen LLP	2.5
Audit: Be in the Know 2022 - Part 2, All Industries	6/14/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 1, All Industries	6/13/2022	CliftonLarsonAllen LLP	1.0
Effective Compensation Conversations 2022	6/6/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q2 2022	5/26/2022	CliftonLarsonAllen LLP	2.0



Program name	Completion date	Sponsor	Total
State and Local Gov (SLG) learning series - Part 2: Project Management for Effective Cross-Utilization: Leveraging Our Tools	5/20/2022	CliftonLarsonAllen LLP	2.0
Compensation and Advancement Process - Leadership Kick Off and Workday Walkthrough 2022	4/28/2022	CliftonLarsonAllen LLP	1.5
State and Local Gov (SLG) learning series - Part 1	4/5/2022	CliftonLarsonAllen LLP	2.0
Audit Risk Assessment	1/31/2022	CliftonLarsonAllen LLP	3.0
Audit Report Changes: SAS 134, 135, 137, 139 and 140	1/29/2022	CliftonLarsonAllen LLP	1.0
SSAE No. 19 Agreed-Upon Procedures Engagements	1/28/2022	CliftonLarsonAllen LLP	1.0
CLA Update on Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Funded by ARPA	1/27/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q1 2022	1/13/2022	CliftonLarsonAllen LLP	1.5
CLA Demystifying Revenue Loss and ARPA Funds	1/11/2022	CliftonLarsonAllen LLP	1.0
Single Audit Update - Q1 2022	1/11/2022	CliftonLarsonAllen LLP	2.0
Assurance Learning Expectations for Associates and Seniors	1/11/2022	CliftonLarsonAllen LLP	1.0
Wellness Wednesday 2022: January #1 - Benefits & Your Emotional Health	1/5/2022	CliftonLarsonAllen LLP	1.0





# Rebecca Hoang Tai, CPA

CLA (CliftonLarsonAllen LLP)

Director  
Irvine, California

714-795-5442  
Rebecca.Hoang@CLAconnect.com



## Profile

Rebecca is a director at our CLA Irvine office with more than 12 years of experience and has been an integral part of the team. She specializes in state and local governmental agencies. Her experience lies in evaluating compliance with governmental regulations, ensuring financial integrity and enhancing operational efficiency within governmental agencies.

## Technical experience

- Local government audits, including cities and special districts
- Audits of federal award expenditures

## Education and professional involvement

- Bachelor of arts in business economics from the University of California, Irvine, Irvine, California
- Certified Public Accountant in the state of California
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)

## Local government experience

- City of Escondido
- City of Rancho Palos Verdes
- City of Colton
- City of Pico Rivera
- City of Santa Ana
- City of Lancaster
- Laguna Beach County Water District
- Midway Sanitary District

## Continuing professional education

Program name	Completion date	Sponsor	Total
Financial Reporting Challenges Q4 2024	12/2/2024	Becker Professional Education	2.0
GAAS Update 2024	11/27/2024	Becker Professional Education	2.0



GAAP Gang Q4 2024	11/26/2024	Becker Professional Education	2.0
Accounting Update 2025	11/8/2024	Becker Professional Education	4.0
California Regulatory Review RRS-026-0418	11/8/2024	Becker Professional Education	2.0
Auditing Update 2025	11/8/2024	Becker Professional Education	4.0
Accounting and Auditing Update Q4 2024	11/5/2024	Becker Professional Education	2.0
Annual Update for Employee Benefit Plans	11/1/2024	Becker Professional Education	3.0
Yellow Book Financial Audits and Attest Engagements	10/29/2024	Becker Professional Education	3.0
Examining the New Lease Accounting Standard	10/29/2024	Becker Professional Education	2.0
Ethical and Independence Considerations in Yellow Book Engagements	10/28/2024	Becker Professional Education	2.0
What is Changing in Risk Assessment	10/24/2024	Becker Professional Education	2.0
Assurance Methodology Update 2024 - Private	10/10/2024	CliftonLarsonAllen LLP	1.0
Ethics, Integrity, and the AICPA Code of Professional Conduct (Expanded Version)	10/9/2024	Becker Professional Education	4.0
GAAP Update 2024 - Private	10/8/2024	CliftonLarsonAllen LLP	1.0
Affordable Housing Update 2024	10/7/2024	CliftonLarsonAllen LLP	1.0
FASAB: Federal Accounting and Reporting Annual Update 2024	10/2/2024	Becker Professional Education	2.0
Uniform Guidance Update 2024	10/1/2024	Becker Professional Education	1.0



Yellow Book and Single Audit Update 2024	9/12/2024	Becker Professional Education	2.0
Fraud Update 2024	8/16/2024	Becker Professional Education	2.0
Annual Professional Ethics Update 2024	8/12/2024	Becker Professional Education	2.0
Fraud and Abuse in Nonprofit and Government Environments	8/6/2024	Becker Professional Education	2.0
Single Audit: Direct & Material Compliance	8/6/2024	CliftonLarsonAllen LLP	1.0
Annual GASB Update 2024	7/31/2024	Becker Professional Education	2.0
Single Audit Update - July 2024	7/11/2024	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2024	5/28/2024	CliftonLarsonAllen LLP	1.0
Assurance Methodology Update 2024 - Regulated, SLG	5/16/2024	CliftonLarsonAllen LLP	1.0
Single Audit Update - February 2024	2/8/2024	CliftonLarsonAllen LLP	1.0
AIS and Audit Methodology Refresher	1/18/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 2	1/16/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1/15/2024	CliftonLarsonAllen LLP	1.0
FASAB: Federal Accounting and Reporting Annual Update 2023	12/29/2023	Becker Professional Education	2.0
GAAP Update 2023	12/29/2023	Becker Professional Education	2.0
Mastering Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets	12/27/2023	Becker Professional Education	1.0
AIS and Audit Methodology - Day 1	9/25/2023	CliftonLarsonAllen LLP	8.0



State and Local Gov (SLG) Industry Series - May 2023 #2	5/18/2023	CliftonLarsonAllen LLP	1.0
Wellness Wednesday: CelebrAsian - Wait, you're Asian too? (May 2023)	5/17/2023	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2023	5/3/2023	CliftonLarsonAllen LLP	1.0
2023 Yellow Book Update	4/14/2023	Becker Professional Education	2.0
Accounting and Auditing Update - Q2 2023	4/11/2023	Becker Professional Education	2.0
State and Local Gov (SLG) Industry Series - April 2023	4/6/2023	CliftonLarsonAllen LLP	1.0
Wellness Wednesday: Black History Month - Our journey to CPA (February 2023)	2/15/2023	CliftonLarsonAllen LLP	1.0
Quality Update - Q4 2022	12/22/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q4 2022	12/22/2022	CliftonLarsonAllen LLP	2.0
Independence and Ethics Update 2022 - Fundamentals	12/12/2022	CliftonLarsonAllen LLP	2.0
Risk Management Update 2022	11/9/2022	CliftonLarsonAllen LLP	5.5
State and Local Gov (SLG) Learning Series - Part 5	8/18/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q3 2022	8/11/2022	CliftonLarsonAllen LLP	2.0
State and Local Gov (SLG) Learning Series - Part 4	7/14/2022	CliftonLarsonAllen LLP	2.0
Audit: Be in the Know 2022 - Part 2, All Industries	7/12/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 1, All Industries	7/11/2022	CliftonLarsonAllen LLP	1.0
Single Audit Update - Q3 2022	7/7/2022	CliftonLarsonAllen LLP	2.0



State and Local Gov (SLG) learning series - Part 3, GASB 87 - Implementing the Lease Standard	6/29/2022	CliftonLarsonAllen LLP	2.5
Creating a Culture of Integrity	6/22/2022	Becker Professional Education	2.0
Single Audit Refresher 2022 - Part 3	6/20/2022	CliftonLarsonAllen LLP	2.0
Assurance Perspectives - Q2 2022	6/13/2022	CliftonLarsonAllen LLP	2.0
Single Audit Refresher 2022 - Part 2	6/9/2022	CliftonLarsonAllen LLP	2.0
2022 Audit update	6/8/2022	Becker Professional Education	4.0
Single Audit Refresher 2022 - Part 1	6/7/2022	CliftonLarsonAllen LLP	2.0
Accounting and Auditing Update - Q2 2022	6/1/2022	Becker Professional Education	2.0
Quality Update - Q2 2022	5/26/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) learning series - Part 2: Project Management for Effective Cross-Utilization: Leveraging Our Tools	5/20/2022	CliftonLarsonAllen LLP	2.0
Wellness Wednesday 2022: May #2 - Be Well and Belong	5/18/2022	CliftonLarsonAllen LLP	1.0
Coaching for Inspired Careers - May 2022	5/12/2022	CliftonLarsonAllen LLP	1.0
Ethics - Understanding and applying the AICPA Code of Professional Conduct	4/29/2022	Becker Professional Education	2.0
State and Local Gov (SLG) learning series - Part 1	4/5/2022	CliftonLarsonAllen LLP	2.0
Accounting and Auditing Update - Q1 2022	3/23/2022	Becker Professional Education	2.0
2022 Yellow Book Update	3/16/2022	Becker Professional Education	1.5



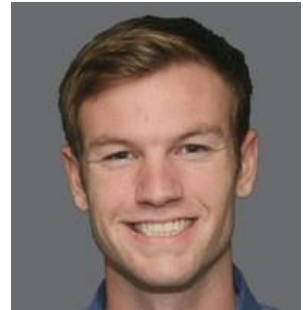
The CSMFO Annual Conference 2022	2/18/2022	California Society of Municipal Finance Officers	4.0
Audit Report Changes: SAS 134, 135, 137, 139 and 140	1/31/2022	CliftonLarsonAllen LLP	1.0
Audit Risk Assessment	1/31/2022	CliftonLarsonAllen LLP	3.0





# Richard (Ricky) Hegner

## CLA (CliftonLarsonAllen LLP)



Senior  
Sacramento, California

209-747-8907  
[richard.hegner@CLAconnect.com](mailto:richard.hegner@CLAconnect.com)

### Profile

Ricky is an audit senior with four years of regulated audit experience. His experience includes audits of counties, cities, special districts, and housing authorities.

### Technical experience

- Governmental audits
  - Counties
  - Cities
  - State departments
  - Air pollution districts, Transit, and Housing agencies
- Federal and state grant compliance audits
- Single Audits performed under the Uniform Guidance

### Education and professional involvement

- Bachelor of science with a major in bioengineering and minor in mathematics from California Lutheran University, Thousand Oaks, California

### State and local government experience

Ricky has worked on the following state and local governments:

#### Counties

- |              |                       |                   |              |
|--------------|-----------------------|-------------------|--------------|
| • Butte*     | • Humboldt            | • Placer*         | • Stanislaus |
| • Calaveras* | • Kern                | • San Bernadino   | • Tehama     |
| • El Dorado  | • Mendocino           | • San Luis Obispo | • Trinity*   |
| • Glenn      | • Monterey*Stanislaus | • Shasta*         | • Yuba       |

#### Cities

- Chico
- McFarland

#### State and other agencies

- |   |                                       |
|---|---------------------------------------|
| • California Housing Finance Agency*                      | • Easter Sierra Transit Authority     |
| • California Infrastructure and Economic Development Bank | • Sacramento Law Library              |
|   | • Workforce Alliance of the North Bay |

**\* Comprehensive Annual Financial Report Award**



## Continuing professional education

Program name	Completion date	Sponsor	Total
Accounting and Auditing Update Q4 2024	11/5/2024	Becker Professional Education	2.0
2024 State and Local Government Assurance Overview - Sacramento Day 3	6/12/2024	CliftonLarsonAllen LLP	4.5
2024 State and Local Government Assurance Overview - Sacramento Day 2	6/11/2024	CliftonLarsonAllen LLP	9.0
2024 State and Local Government Assurance Overview - Sacramento Day 1	6/10/2024	CliftonLarsonAllen LLP	9.0
Annual GASB Update 2024	6/4/2024	Becker Professional Education	2.0
Yellow Book and Single Audit Update 2024	5/17/2024	Becker Professional Education	2.0
Annual GASB Update - 2023	5/9/2024	Becker Professional Education	2.0
Accounting and Auditing Guide on Cryptocurrency and Digital Assets	5/9/2024	Checkpoint Learning	1.0
Tax Onboarding: Survival Guide	5/2/2024	CliftonLarsonAllen LLP	1.0
BizOps Learning: Common Errors in Financial Statement Reporting and How to Correct	2/9/2024	CliftonLarsonAllen LLP	1.5
AIS and Audit Methodology Refresher	2/9/2024	CliftonLarsonAllen LLP	1.0
Preparing Financial Statements, Statements of Cash Flow and More	2/9/2024	CliftonLarsonAllen LLP	1.0
CAAS: Intro to Accounting	2/9/2024	CliftonLarsonAllen LLP	2.0
Data Ingestion	2/9/2024	CliftonLarsonAllen LLP	1.0
BizOps Learning: Preparing and Reviewing Reconciliations	2/9/2024	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q4 2023	2/9/2024	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
Quality Update - Q1 2024	1/25/2024	CliftonLarsonAllen LLP	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1/15/2024	CliftonLarsonAllen LLP	1.0
The Decentralized Autonomous Organization: Key concepts on the future of blockchain-based corporations	1/1/2024	Becker Professional Education	1.0
2023 Uniform Guidance Update	1/1/2024	Becker Professional Education	1.0
Quality Update - Q4 2023	11/1/2023	CliftonLarsonAllen LLP	1.0
AIS and Audit Methodology - Day 1	10/9/2023	CliftonLarsonAllen LLP	8.0
LEAP 2023: Propel Conference	8/2/2023	CliftonLarsonAllen LLP	12.5
LEAP 2023: Propel Assurance Technical Breakout	8/2/2023	CliftonLarsonAllen LLP	1.0
LEAP 2023: Experience Conference	8/2/2023	CliftonLarsonAllen LLP	6.0
LEAP 2023: Propel Assurance Panel	6/26/2023	CliftonLarsonAllen LLP	1.0
Analytical Tools - Basics	6/19/2023	CliftonLarsonAllen LLP	1.0
Analytical Tools - Intermediate	6/19/2023	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Industry Series - June 2023	6/15/2023	CliftonLarsonAllen LLP	1.0
IT in an Audit, SAS 145	6/6/2023	CliftonLarsonAllen LLP	1.0
Adopting the Standards SAS 143-145	6/5/2023	CliftonLarsonAllen LLP	1.0
2023 Fraud Update	1/17/2023	Becker Professional Education	3.0
10 Habits of highly successful careers	1/17/2023	Becker Professional Education	2.0
Caring Conversations Part 5: Talking Through Tension	9/12/2022	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
Wellness Wednesday 2022: September #1 - Benefits & Your Emotional Health	9/7/2022	CliftonLarsonAllen LLP	1.0
Caring Conversations Part 4: Talking About Change	8/22/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Learning Series - Part 5	8/18/2022	CliftonLarsonAllen LLP	1.0
Assurance Perspectives - Q3 2022	8/11/2022	CliftonLarsonAllen LLP	2.0
Caring Conversations Part 3: Thanks for the Feedback	8/8/2022	CliftonLarsonAllen LLP	1.0
Wellness Wednesday 2022: August #1 - Benefits & Your Emotional Health	8/3/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 2, All Industries	7/26/2022	CliftonLarsonAllen LLP	1.0
Caring Conversations Part 2: Listening Like a Learner	7/25/2022	CliftonLarsonAllen LLP	1.0
Audit: Be in the Know 2022 - Part 1, All Industries	7/25/2022	CliftonLarsonAllen LLP	1.0
Wellness Wednesday 2022: July #2 - Be Well and Belong	7/20/2022	CliftonLarsonAllen LLP	1.0
Interviewing Techniques for Auditors	7/18/2022	CliftonLarsonAllen LLP	1.0
State and Local Gov (SLG) Learning Series - Part 4	7/14/2022	CliftonLarsonAllen LLP	2.0
Single Audit Update - Q3 2022	7/7/2022	CliftonLarsonAllen LLP	2.0
State and Local Gov (SLG) learning series - Part 3, GASB 87 - Implementing the Lease Standard	6/29/2022	CliftonLarsonAllen LLP	2.0
Audit Report Changes: SAS 134, 135, 137, 139 and 140	6/28/2022	CliftonLarsonAllen LLP	1.0
Quality Update - Q2 2022	6/13/2022	CliftonLarsonAllen LLP	1.0



Program name	Completion date	Sponsor	Total
Assurance Perspectives - Q2 2022	6/13/2022	CliftonLarsonAllen LLP	2.0
State and Local Gov (SLG) learning series - Part 1	4/5/2022	CliftonLarsonAllen LLP	2.0
Audit Risk Assessment	1/30/2022	CliftonLarsonAllen LLP	3.0

**CLAconnect.com**

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



## B. Anti-lobbying certification



ANTI-LOBBYING  
CERTIFICATION

The undersigned certifies, to the best of his or her knowledge or belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Brianne Weise  
Signature

March 14, 2025  
Date

## C. Contract



We have reviewed the sample Consultant Agreement with our internal legal, insurance, and assurance service teams and have summarized our proposed revisions below. These revisions specifically tailor the contract to better align with the scope of work and remove generic language not applicable to the related services.

We believe the City will find these modifications reasonable and appropriate. However, we are willing to discuss these proposed revisions in an effort to achieve a mutually agreed-upon contract.

### 3. Payment for Services

We request the following modifications:

**3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:**

- a description of services performed;
- ~~the date the services were performed;~~
- ~~the number of hours spent and by whom;~~
- ~~a description of all costs incurred, and the Consultant's signature.~~

### 9. Termination of Agreement

We request the following modifications:

**9.1. Mutual Termination for Convenience ~~City~~ Either party may terminate this Contract for City's either party's convenience at any time by providing Consultant thirty days written notice to the other party. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.**

### 11. Ownership of Documents

We request the following modifications:

**11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement ("Deliverables") are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared. For the avoidance of doubt, Deliverables does not include Consultant's workpapers which are proprietary information and access is restricted.**



### 13. Hold Harmless and Indemnification

We request the following modifications:

**13.1. Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in ~~a skillful and professional manner~~ accordance with applicable professional standards, and Consultant thus agrees to so perform the work.

**13.4.** Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, ("Indemnitees") from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) ("Claims") arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence,

sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Consultant's indemnification obligations hereunder shall not extend to Claims arising from the sole negligence or willful misconduct of Indemnitees.

### 15. Insurance

Please note that CLA does not own any automobiles and the "additional insured endorsement" is done as a blanket endorsement such that the City is not specifically named as an additional insured but is an additional insured by nature of the contractual obligation. CLA will not disclose the exact amount of its deductibles and/or SIR so we request to strike out the below.

~~**D. Deductibles and Self-Insured Retentions.** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of~~

~~losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.~~



## 18. Consultant's Books and Records

We request the following modifications:

- 18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents (collectively "Records") evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant. For the avoidance of doubt Records does not include Consultant's workpapers which are proprietary information and access is restricted.
- 18.2. Consultant shall maintain all ~~documents and records~~ Records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 18.3. Any ~~records or documents~~ Records required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- 18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the ~~records and documents~~ Records be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.





# **REQUESTS FOR PROPOSAL**

## **Professional Auditing Services**

**Issued by Diego Viramontes, City Manager/Finance Director**

**City of McFarland  
401 W. Kern Avenue  
McFarland CA 93250**

**ISSUED: Friday February 7, 2025  
DUE DATE: Friday March 14, 2025 at 2:00 p.m.**

# NOTICE OF REQUESTS FOR PROPOSALS

## PROFESSIONAL AUDITING SERVICES

- 1) The City of McFarland (hereinafter “CITY”) is requesting proposals from qualified firms of certified public accountants for a three-year contract to audit its financial statements for the years ending June 30, 2025, 2026 and 2027, with an option to renew for another three years.
- 2) The services to be performed by the successful proposer are described in the Request for Proposal in the Project Scope of Work Section. Copies of the Request for Proposal are available from the CITY at:

City of McFarland City Hall  
401 W. Kern Avenue  
McFarland CA 93250  
(661) 792-3091

- 3) All responses shall be submitted to the City Manager/Finance Director of the City of McFarland on or before, Friday March 14, 2025 at 2:00 p.m. ***Please submit one (1) electronic copy to:***

Diego Viramontes, CPA  
City Manager/Finance Director  
City of McFarland  
401 W. Kern Ave.  
McFarland, CA 93250  
(661) 792-3091 Office  
<mailto:dviramontes@mcfarlandcity.org>

- 4) All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY’s needs for service. The criteria by which the CITY shall evaluate proposals are set forth in the Request for Proposals.
- 5) The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.
- 6) In the event that it becomes necessary to revise any part of the RFP, written addenda will be issued.

## PART 1 – AUDIT SPECIFICATIONS

### I. INTRODUCTION

The City of McFarland (City) is requesting proposals from qualified firms of certified public accountants for a three-year contract to audit its financial statements for the years ending June 30, 2025, 2026 and 2027, with an option to renew for another three years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* and Governmental Accounting Standards Board (GASB) Pronouncements.

There is no expressed or implied obligation of the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disqualified.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

To be considered, an electronic copy as a Word or PDF document must be emailed to [dviramontes@mcfarlandcity.org](mailto:dviramontes@mcfarlandcity.org) **no later than 2:00 PM, March 14, 2025**. It is anticipated that the selected firm will be notified by **March 31, 2025**. The City reserves the right without prejudice to reject any or all proposals and/or waive any irregularity.

A copy of this request for proposal and the City's most recent budget and audited financial statements can be found on the City's website. All inquiries relating to this Request for Proposal (RFP) should be submitted to:

Diego Viramontes, CPA  
City Manager/Finance Director  
City of McFarland  
401 W. Kern Ave.  
McFarland, CA 93250  
(661) 792-3091 Office  
<mailto:dviramontes@mcfarlandcity.org>

**Background.** The City’s financial statements have been audited by Clifton Larson Allen, LLP, for the last seven years. The City has been satisfied with the work performed by this firm. However, to ensure competitive pricing and maintain high-quality services, the City has elected to proceed with the RFP process. Clifton Larson Allen, LLP, is welcome to submit a proposal for this engagement.

The City has not previously prepared an Annual Comprehensive Financial Report (ACFR). It is the City’s intent to prepare an ACFR for the fiscal year ending June 30, 2025.

## **II. DESCRIPTION OF THE CITY**

The City was incorporated in 1957 as a general law city and operates under a City Council/City Manager form of government. It is governed by an elected Mayor and four-member council with each member also serving as a member of the governing board for its component units: The McFarland Parking Authority of the City of McFarland, McFarland Improvement Authority, McFarland Public Financing Corporation, and Successor Agency of the Redevelopment Agency of the City McFarland. It currently has a population of nearly 15,000 within 3 square miles.

The City provides a full range of municipal services including, but not limited to, police, fire (contracted with Kern County), animal services, public works, capital improvements, housing, planning, building, code enforcement, water, wastewater, refuse and general government. The City employs 65 regular full-time and 2 part-time budgeted employees. The Finance Department is responsible for the release of the annual financial statements for the City and its component units. In addition, the department consists of the following sections: Administration, Accounts Payable, General Accounting, Payroll, Purchasing, and Revenue and Collections.

The approved budget for FY2024-2025 is \$33.2 million which includes a capital improvement budget of \$17.4 million. The budget of the General Fund is \$23.7 million.

The City’s financial statements are prepared in conformance with generally accepted accounting principles, and as noted above, have been audited by Clifton Larson Allen, LLP, for the last seven years.

The City uses ERP Pro 10 financial software for general ledger, budget, accounts payable, payroll, and purchasing.

## **III. SCOPE OF WORK TO BE PERFORMED**

### **A. Services to be performed by Auditors.**

1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the City fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the City has complied with laws and regulations that may have a material effect upon the financial statements.

2. The auditors will examine the City's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the Finance Director. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant deficiency or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
3. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Diego Viramontes, City Manager/Finance Director.
4. Auditors shall include all funds of the City and its component units: The McFarland Parking Authority of the City of McFarland, McFarland Improvement Authority, McFarland Public Financing Corporation, and Successor Agency of the Redevelopment Agency of the City McFarland.
5. Auditors shall submit a report of their examination of the component units' financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the financial statements and an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.
6. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996 and in generally accepted auditing standards as well as generally accepted governmental auditing standards.
7. Auditors shall submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to, a) improvement in systems of internal control, b) improvement in accounting system, c) apparent noncompliance with laws, rules, and regulations, and d) any other material matter coming to the attention of the firm during the conduct of the examination.

**B. Timeline Requirements**

1. Auditors shall schedule with the Finance Director, or designee, for the Fiscal Year 2024-25 Audit.
2. All City books must be closed and ready for audit by the mutually agreed upon start date. City staff shall prepare detailed lead sheets and account reconciliations for the auditors.

3. Fieldwork shall commence on an agreed upon date between auditors and City staff but no later than October 24, 2025 and shall be completed by November 25, 2025, at which time a draft copy of all reports listed under “Specific Deliverables to the City of McFarland” shall be prepared and delivered to the City/Agency Finance Director.
4. The Entrance Conference, Progress Reporting, and Exit Conference should be held by the time frames indicated on the schedule shown below:

i.	Entrance Conference with key Finance Department staff to discuss work to be performed, establish overall liaison for audit and arrangements for space and other needs of the auditor	Prior to start of field work
ii.	Progress conference with key Finance Department staff to discuss the year-end work to be performed	Midway through audit work
iii.	Exit conference with Finance Director to summarize the results of the field work and to review significant findings	At the conclusion of the year-end audit work

**C. Reporting and Communication**

1. The auditors will meet continuously during the field work process with the Finance Director, or designee, to discuss preliminary audit findings and management recommendations.
2. Prior to issuing their final reports, the auditors will meet with the Finance Director and his/her designee(s) with all audit reports to be addressed to the City Council.
3. The auditors may be consulted occasionally throughout the year as an information resource. Auditors may be asked to provide guidance on implementation of Government Account Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, the auditors may be asked to assist with the implementation of new, applicable GASB pronouncements.

**D. Other Considerations**

1. All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the City Finance Director of the need to extend the retention period.
2. The auditors will be required to provide a digital copy of working papers upon request to the appropriate parties. In addition, the firm shall respond to the

reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

3. Throughout the year, the auditor will provide financial advice and counsel on matters occurring throughout the year that would affect the annual report.
4. The audit partner/manager may be required to attend a City Council meeting to explain or clarify financial statements or accounting requirements.

**E. Specific Deliverables to the City of McFarland**

<b>Reports</b>	<b>Due Date</b>	<b>Qty.</b>
Audit of the general purpose financial statements and review of the preparation of the comprehensive annual financial report, and delivery of opinion letter for the comprehensive annual financial report	No later than December 05, 2025	10
Testing of and full report on the compliance with the Single Audit Act of 1984, as amended in 1996, and applicable laws and regulations	No later than December 05, 2025	10
Single Audit Report	No later than December 05, 2025	10
Financial Statements of Component Units, where applicable (photo ready)	No later than December 05, 2025	10

Electronic versions of these documents should also be provided by the due dates.

**F. Work Elements**

The work shall include the following tasks (as well as any others that may be required under the workscope):

1. City Financial Statements
2. State Controller Reports
3. Appropriations Limit Opinion
4. Single Audit Act

#### **IV. CITY RESPONSIBILITIES**

##### **A. Finance Department**

1. Finance Department staff will prepare the final closing of the books including any auditor adjusting entries or changes to the financial statements as well as providing balance sheets for all funds and groups, statements of revenue and expenditures for all funds including detailed subsidiary ledgers.
2. Finance Department staff will produce the confirmation letters that are mailed by the auditors.
3. Finance Department staff will be available to assist the auditors in locating records or preparing audit schedules. All requests from the auditors will be directed to the Finance Director or designee.
4. Finance Department staff will provide the auditors with reasonable workspace to include desks and chairs as well as access to telephones, facsimile machines, and photocopying machines.

##### **B. Report Preparation**

1. Auditor will prepare a draft copy of the annual comprehensive financial report for City review.
2. Final preparation and printing of the annual comprehensive financial report will be the responsibility of the auditor.
3. Preparation, editing, and printing of all other reports as indicated in Section III (E) Specific Deliverables to the City will be the responsibility of the auditors.
4. Finance Department staff will produce the confirmation letters that are mailed by the auditors.

#### **V. BASIS FOR COMPENSATION**

- A. The City will pay the auditors for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within a signed agreement between the City and the Audit Firm. For additional services required after the inception of the agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the auditor's quoted hourly rates.
- B. The City shall receive all final opinions and reports for the City financial statements no later than the December 05 of each year, following the initial year as outlined in Section III (E) "Specific Deliverables to the City of McFarland" barring any unforeseen City delays. If delay of deliverables is a result of the City, report submission deadlines will be discussed and amended. Final reports for Grants and Agency programs shall be completed in time to meet required submission dates.

## **VI. ADDITIONAL PROVISIONS**

- A. Upon notice of intent to award contract, the successful contractor shall enter into a Consulting Services Agreement with the City.
- B. No officer, agent, or employee of the City and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the auditors shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. Time is of the essence in each and all provisions of this agreement.

## **VII. SPECIAL TERMS AND CONDITIONS**

- A. Invoices received from the auditor will be processed no sooner than thirty (30) days from receipt.
- B. The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the operation.
- C. The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
- D. The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP. Email inquiries are acceptable.
- E. All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that:

“The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof.”

Failure to include such a statement shall constitute waiver of the responder's right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.

All questions regarding this RFP should be made in writing and emailed to: <mailto:dviramontes@mcfarlandcity.org>

## **PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION**

### **I. PROPOSAL PROCESS AND CALENDAR**

#### **A. Distribution of RFP**

The RFP will be available on **February 7, 2025**.

#### **B. Proposal Submission**

Proposals for the City audit must be received **electronically to <mailto:dviramontes@mcfarlandcity.org> no later than 2:00 PM on March 14, 2025**.

#### **C. Proposal Review and Notification**

The Finance Director and a select panel of Finance Department staff members will review and evaluate each proposal submitted. It is anticipated that the proposal review process will be completed by March 21, 2025. Written notification will be sent to all proposers regarding which firms were selected for follow-up interviews.

#### **D. Interviews**

The City will schedule interviews via Teams with the finalists by the week of March 24, 2025. Firms selected for interviews are requested to prepare a short presentation for the committee.

#### **E. Final Selection Notification**

The City anticipates sending written notification of status to the finalists by the week of March 31, 2025.

#### **G. Important Dates to Remember**

February 7, 2025	RFP Available
February 25, 2025	Deadline for Submission of questions
February 28, 2025	City to provide response to questions
March 14, 2025	Deadline for Proposal Submission
March 21, 2025	City review of Proposals
March 24, 2025	Notification to all proposers
March 26-28, 2025	Auditor oral/teams presentations
April 16, 2025	City Council contract approval
Week of April 21, 2025	Anticipated contract signing

## **II. PROPOSAL REQUIREMENTS**

### **A. Independence**

The audit firm should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards. Moreover, the firm must have no conflict of interest with regard to any other work performed for the entity being audited. It is understood that the services performed by the auditors are in the capacity of independent contractors and not as an officer, agent, or employee of the City.

### **B. License to Practice in California**

The audit firm should provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

### **C. Firm Qualifications and Experience**

1. The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so employed on a part-time basis. Please indicate whether any members of the audit team assigned to the City are reviewers in the Government Finance Officers' Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.
2. The audit firm shall submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
3. The audit firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the audit firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
4. For the audit firm's office assigned responsibility for the audit, list the most significant engagements (maximum of 10) performed in the last five years that are similar to the engagement described in this request for proposal.
5. A description of the firm's quality control review process as it relates to workpaper review, document preparation, second partner review, and overall service and product delivery.

### **D. Partner, Supervisory, and Staff Qualifications and Experience**

The audit firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is

licensed to practice as a certified public accountant in California. The audit firm should also provide information on the governmental auditing experience, including the scope of audit services requested by the City, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The audit firm should provide as much information as possible, including resumes, regarding the number, qualifications, experience and training of the specific staff to be assigned to this agreement. The audit firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of McFarland. However, in either case, the City of McFarland reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposal.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

**E. Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Part I, Section III of this request for proposal.

**F. Identification of Anticipated Potential Audit Problems**

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of McFarland.

**G. Total All-Inclusive Maximum Price**

The proposal should contain all pricing information relative to performing the audit engagement as described in this RFP as "the total all-inclusive maximum price to be proposed".

**H. Ownership of City-Related Documents**

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the City. The proposer selected shall not publish or release any of the

results of its examinations without the express written permission of the City Finance Director or designee.

**I. Acceptance of Proposal Contents**

After an audit firm is selected by the City, the contents of the submitted proposal shall become a contractual obligation. The successful proposer will be required to execute a standard consultant agreement with the City as exemplified in Appendix B. Failure of the audit firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts that do not meet with the approval of the City.

**J. Acceptance or Rejection and Negotiation of Proposals**

The City reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to the execution of the contract(s), with no penalty to the City. In addition, if the City elects to reject all of the proposals, it reserves the right to select one at random to negotiate a contract for services.

**III. EVALUATION PROCESS**

The proposals for the City’s audit will be evaluated by a committee selected by the Finance Director. Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation process to determine qualifications of the audit firm. The City will schedule a date and time via Teams for each oral presentation/interview that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the City.

Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Auditors’ experience in conducting audits of cities of similar nature, size, and complexity, and the auditors’ commitment to maintaining technical expertise in the municipal financial environment.
- C. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration. Another consideration will be the auditors’ commitment to keeping the

same team assigned to this job for each successive year the auditor is awarded the contract.

- D. Size and structure of the firm's office from which the audit work is to be done. The City is looking for a highly qualified team that is able to meet the due dates specified in this document, and it expects that same team (wherever possible) to complete any successive year's engagements.
- E. Auditors' experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
- F. Ability of the firm in providing optional services such as special studies, system review and other services. Examples of such services performed for other client cities will be helpful.
- G. Proposed compensation.

Contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected firm, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

#### **IV. FORMAT AND CONTENT OF PROPOSAL**

##### **A. Title Page**

The title page should include the request for proposal subject and number, the name of the proposer's firm, local address, telephone number, name of contact person, and date.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Letter of Transmittal**

1. State whether the firm is local, national, or international.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
3. Describe the range of activities performed by the local office such as audit, accounting, or management services.

4. Describe the local office's information technology (IT) audit capabilities, including the number and classifications of personnel skilled in IT auditing who will work on the audit.
5. Describe the local office's recent auditing experiences similar to the type of audits requested and give the names and telephone numbers of client officials responsible for five of the audits listed.
6. Describe the document publication technology and staff formatting and proofreading expertise.

**D. Audit Team**

1. Describe the composition of the audit team, including staff from other than the local office, and consultants. Describe the commitment of the firm to providing the same audit team on subsequent audits. Include resumes of each person so identified.
2. Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.
3. Identify any members of the audit team who are certified comprehensive annual financial report reviewers in the GFOA or California Society of Municipal Finance Officers (CSMFO) Certificate of Excellence in Financial Reporting programs.

**E. Audit Scope and Provisions**

Describe the scope of the required services to be provided and outline a plan on how such services will be provided. Please include depth of work, staffing, and time estimates. Proposers should list all reports including management letters that are to be issued, the points to be addressed by reports, and the estimated completion dates.

**F. Cost Data**

Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this RFP.

**G. Additional Data**

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

ANTI-LOBBYING  
CERTIFICATION

The undersigned certifies, to the best of his or her knowledge or belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**

<b>All-Inclusive Maximum Price by Report</b>		<b>FY 2024-25</b>		<b>FY 2025-26</b>		<b>FY 2026-27</b>
<b>City Financial Statements</b>	\$		\$		\$	
<b>State Controllers Reports</b>	\$		\$		\$	
<b>Appropriations Limit Opinion</b>						
<b>Single Audit</b>	\$		\$		\$	
<b>Total</b>	\$		\$		\$	

**APPENDIX B**

**STANDARD CONSULTANT AGREEMENT**

**AGREEMENT FOR [REDACTED]**

**CITY OF MCFARLAND, CALIFORNIA,**

**AND**

**NAME OF CONSULTANT**

---

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and [REDACTED], (“Consultant”).

**RECITALS**

The City requires outside assistance to provide the following services:

[REDACTED]

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant’s field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

**AGREEMENT**

**1. TERM OF AGREEMENT.**

**1.1.** This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

**1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment “A” to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than [REDACTED], unless an extension of time is mutually agreed to by both parties in writing.

**2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).**

- 2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment "A" which is attached hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "Described Services."
- 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
- 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
- 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
- 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
- 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
- 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

**3. PAYMENT FOR SERVICES (ATTACHMENT B).**

- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
- 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
  - a description of services performed;
  - the date the services were performed;
  - the number of hours spent and by whom;
  - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

#### **4. SUBCONTRACTING.**

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

#### **5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).**

- 5.1. **Attachment C** is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. **CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

- 7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.** City designates Kenny Williams, its City Manager, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term “approval of City,” “consult with City,” “confer with City,” or similar terms are used, they shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

- 8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

**9. TERMINATION OF AGREEMENT.**

**9.1.** Termination for Convenience City may terminate this Contract for City’s convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

**9.2.** Termination for Breach of Contract.

**9.2.1.** Except as provided in Attachment “C”, if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City’s default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City’s default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City’s sole discretion, City may accept or reject Consultant’s plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant’s breach of this Contract.

**9.2.2.** If the default under this Contract is due to Consultant’s failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and

Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

**9.2.3.** If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

**9.2.4.** If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

**9.2.5. Acts of Moral Turpitude.**

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

**9.2.6.** In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

**9.2.7.** If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

**9.2.8.** The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**9.3.** In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

**10. COVENANTS AGAINST CONTINGENT FEES.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**11. OWNERSHIP OF DOCUMENTS.**

**11.1.** All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

**11.2.** This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

**12. INDEPENDENT CONTRACTOR.**

**12.1.** The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

**12.2.** If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City or the acts and omissions of the Consultant's subcontractor and of

the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

### **13. HOLD HARMLESS AND INDEMNIFICATION.**

**13.1. Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

**13.2.** Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

**13.3.** Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

**13.4.** Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence,

sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

**13.5.** Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**14. ASSIGNMENT OF AGREEMENT.** Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

**15. INSURANCE.**

**15.1. Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

**A. Commercial General and Automobile Liability.** Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the

following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

- B. *Professional Liability.*** Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:
- i.** Be from an insurance company authorized to be in business in the State of California;
  - ii.** Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
  - iii.** Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.
- C. *Workers' Compensation.*** Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.
- D. *Deductibles and Self-Insured Retentions.*** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of

losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
  - iii.** Terminate this Agreement.
  - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

## **16. DISPUTES.**

**16.1.** If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.
- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

**16.2.** If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to

the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

**16.3.** If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

**17. CONFLICT OF INTEREST.** Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

**18. CONSULTANT'S BOOKS AND RECORDS.**

**18.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

**18.2.** Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

**18.3.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

**18.4.** City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

**19. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of McFarland  
  Attn: City Manager  
  401 W. Kern Avenue  
  McFarland, CA 93250

If to Consultant:              **(Insert Contact Information)**

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

**20. GENERAL PROVISIONS.**

**20.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**20.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**20.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

**20.4.** Time is of the essence with regard to each covenant, condition and provision of this Agreement.

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

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

- 20.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.
- 20.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.
- 20.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.
- 20.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.
- 20.11.** All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

**21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT.** Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

## **22. ACCESS AND ACCOMMODATIONS**

- 22.1.** Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- 22.2.** Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- 22.3.** Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- 22.4.** Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- 22.5.** The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	CONSULTANT*
<p><b>CITY OF MCFARLAND,</b> a municipal corporation</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>ATTEST:</p> <p>_____ Erika De La Cruz, City Clerk</p>	<p>_____ (Insert Entity Type)</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____, 202__</p> <p>*Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement</p>
<p>APPROVED AS TO FORM:</p> <p>_____ Nathan M. Hodges, City Attorney</p>	

**“ATTACHMENT “A”  
Scope of Work**

**ATTACHMENT “B”  
Payment for Services**

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

(Attach Progress Payment Schedule)

**ATTACHMENT “C”**  
**Project Schedule and Completion Date**

(Attach Project Schedule)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party’s Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of Consultant shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Consultant and Subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to perform timely. As used in this Contract, the term “Subconsultant” means a subconsultant at any tier. In the event Consultant’s delay or failure to perform arises out of a Force Majeure Event, Consultant agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 11.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Brian Knox, Chief of Police

**SUBJECT:** Approval of Resolution No. 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A BUDGET APPROPRIATION AND AUTHORIZING A LEASE AGREEMENT WITH FLOCK SAFETY TO IMPLEMENT GUNSHOT DETECTION CAPABILITIES

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#### **SUMMARY:**

Historically, the city of McFarland has suffered from criminal street gangs and other violent criminal activity. Many of these criminal behaviors include the use of firearms and specifically the illegal discharge of firearms. This type of criminal behavior endangers not only the residents of McFarland but also visitors and persons traveling through our city.

To aid in the enforcement and prosecution of illegal firearms discharge, many companies have developed gunshot detection technologies. Gunshot detection uses multiple audio devices to pinpoint where a gunshot originated. Officers can then be dispatched to a precise location and have a greater likelihood of identifying offenders, vehicles involved, and addresses involved.

Gunshot detection systems reduce the instances of false alarms as they are designed to detect gunshots specifically and to ignore fireworks or other loud noises. This technology allows officers to focus on actual threats. With this equipment, officers will be more efficient in responding to firearms discharges, which will greatly increase public safety.

Staff have evaluated businesses that provide gunshot detection services. The MPD has identified Flock Safety as one of the leading gunshot detection services in the industry. Flock Safety attaches gunshot detection equipment to their License Plate Reader devices and surveillance cameras. Currently, McFarland has 32 Flock Safety cameras either in use or in the process of being installed within the city limits. Flock Safety would be able to add gunshot detection devices to many of these cameras to provide gunshot detection to the majority of the city.

One aspect of gunshot detection that is unique to Flock Safety is the ability to pair their cameras with gunshot detection technology. This allows the system to take real-time photos of vehicles and people in the area at the time of any firearms discharge. The Flock Safety system also uses the Flock Safety database to pair any vehicle identified near a firearms discharge with the same or similar vehicles at other gunshot detection incidents.

Flock Safety offers this service for \$35,000 per year. Flock Safety requires a two-year contract

for this service, but also offers a 90 day evaluation or “Opt-Out Period.” During this trial-period we will evaluate the efficiency of the Flock Safety system and make a recommendation to continue with the service or discontinue and investigate further options.

**FINANCIAL IMPACT:**

The financial impact is \$35,000, to be appropriated from the Police Department’s FY 2024–2025 budget within the General Fund.

**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt Resolution No. 2025-34;
2. Approve the appropriation of \$35,000 from the Police Department’s FY 2024–2025 budget in the General Fund; and
3. Authorize the City Manager to execute a two-year lease agreement with Flock Safety for gunshot detection services, contingent upon a successful 90-day trial period.

**ATTACHMENTS:**

1. CA - McFarland PD Gunshot Detection Pilot Program

**RESOLUTION NO. 2025-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,  
APPROVING A BUDGET APPROPRIATION AND AUTHORIZING A LEASE AGREEMENT  
WITH FLOCK SAFETY TO IMPLEMENT GUNSHOT DETECTION CAPABILITIES**

**WHEREAS**, the City of McFarland is committed to enhancing public safety and protecting its residents and visitors; and

**WHEREAS**, the unlawful discharge of firearms presents an ongoing threat to public safety in the City; and

**WHEREAS**, Flock Safety offers a gunshot detection system that integrates with the City's existing surveillance infrastructure, enabling faster and more effective law enforcement response; and

**WHEREAS**, the City intends to conduct a 90-day pilot period to evaluate the system's performance before committing to a full two-year lease; and

**WHEREAS**, funding for the first year of this pilot program will be drawn from the Police Department's approved budget within the General Fund for Fiscal Year 2024–2025;

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

1. The City Council approves the implementation of a pilot program with Flock Safety to test integrated gunshot detection technology.
2. The City Council hereby appropriates \$35,000 from the Police Department's FY 2024–2025 General Fund budget to support Year 1 of the program.
3. The City Manager is authorized to execute a two-year lease agreement with Flock Safety, contingent upon a successful 90-day trial period, subject to approval as to form by the City Attorney.
4. City staff shall coordinate with Flock Safety and the McFarland Police Department to ensure proper installation, training, and integration of the system into existing public safety operations.
5. Staff shall report back to the City Council with an evaluation of the system's performance following the 90-day trial period, and recommend whether to continue with the lease.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney

**Flock Safety + CA - McFarland PD**

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

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MAIN CONTACT:  
Lupe Wood  
lupe.wood@flocksafety.com  
8325998244



**EXHIBIT A**  
**ORDER FORM**

Customer:	CA - McFarland PD	Initial Term:	24 Months
Legal Entity Name:	CA - McFarland PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	401 W Kern Avenue Mc Farland, California 93250	Billing Frequency:	Annual Plan - Invoiced at the end of the pilot period.
		Retention Period:	30 Days

**PROJECT PROVE IT**

Customer will have a 90 day opt-out period (“Opt-Out Period”) after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$35,000.00</b>
<b>Flock Safety Audio Products</b>			
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	1	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$35,000.00
<b>Annual Recurring Subtotal:</b>	\$35,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$70,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	

At PPI End Date	\$35,000.00
<b>Annual Recurring after Year 1</b>	\$35,000.00
<b>Contract Total</b>	\$70,000.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Gunshot Detection - 1mi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: CA - McFarland PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 12.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Megan Snyder, Community Development Director

**SUBJECT:** Approval Of Resolution No. 2025-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A COMMUNITY DEVELOPMENT TECHNOLOGY SERVICES CONTRACT WITH GOVWELL

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#### **SUMMARY:**

Staff conducted a needs assessment and evaluated multiple software vendors based on the following criteria:

- Cloud-based and mobile accessibility
- Online customer portal and real-time workflow tracking
- Workflow automation and customizable approval routing
- Reporting and performance dashboards
- Vendor support and implementation services
- Interactive chat for 24/7/365 access and support

After thorough evaluation, GovWell was identified as the most suitable provider. Their system offers a user-friendly interface, robust reporting tools, and comprehensive support. Multiple municipalities of similar size have successfully implemented this software, reporting increased efficiency and improved public and internal staff satisfaction.

#### **BACKGROUND:**

The City currently uses an internal platform that requires manual entry of all application data for processing permits related to building, planning, and licensing. This system has been in place for many years and has become increasingly inefficient, lacking in key features, and unable to meet the demands of residents, developers, and city staff.

In recent years, the volume of permit applications has grown significantly, and the current system's limitations have led to increased processing times, customer service challenges, and limited transparency in tracking and reporting.

Transitioning to an electronic format for building permits is a vital step in modernizing McFarland's Community Development Department operations. It streamlines the permitting process, increases transparency, reduces paperwork, and significantly improves efficiency for both municipal staff and applicants. An online system enables faster application review, real-time status updates, all while also reducing the cost and space impact of printing and storing physical documents. This shift enhances accessibility across the board. Overall, an electronic

permitting platform represents a smart, sustainable, and citizen-focused solution that is geared up for the growth that is forthcoming in McFarland.

**FINANCIAL IMPACT:**

The total year 1 cost is \$34,500.00. The costs associated with these services were budgeted in the current fiscal year and annual costs will be budgeted within the City's Building, Planning and Administrative budgets.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into an agreement with GovWell for the purchase and implementation of a new Building, Planning and Licensing software solution in an amount not to exceed \$34,500.00.

**ATTACHMENTS:**

1. GovWell Order Form - McFarland City CA w\_Business Lic (3.28.25).docx

**RESOLUTION NO. 2025-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A COMMUNITY DEVELOPMENT TECHNOLOGY SERVICES CONTRACT WITH GOVWELL**

**WHEREAS**, GovWell has submitted a proposal that includes modules for Building, Planning and Licensing; and

**WHEREAS**, GovWell has demonstrated expertise, experience, efficiency and cost-effectiveness in providing community development technology services; and

**WHEREAS**, the proposed fees are of average market value and ensure high-quality services, efficiency, staff time savings, while maintaining fiscal responsibility for the City; and

**WHEREAS**, the approval of this proposal and service agreement will move the city forward with technological advances

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

1. The City Council hereby approves the proposal.
2. The City Council hereby grants the City Manager authorization to execute the agreement with GovWell on behalf of the City.
3. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Hodges, City Attorney

**GOVWELL ORDER FORM - McFarland City, CA**

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

<b>Customer: City of McFarland City, CA</b>	<b>Effective Date:</b>
<b>Customer Contact: Megan Snyder</b>	<b>Contact Email: msnyder@mcfarlandcity.org</b>
<b>Contact Phone:</b>	<b>Billing Contact:</b>
<b>Billing Email:</b>	<b>Billing Phone:</b>

**1. SOFTWARE MODULES, LICENSES, AND SUPPORT.**

Beginning on the Effective Date, GovWell will make available to Customer the following software modules:

<b>Software Module</b>	<b>Description</b>	<b>Price (Annual)</b>
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	\$15,000
Planning & Zoning	Online planning & zoning applications, workflow management, and plan review.	\$8,000
Business Licenses	Manage business license applications & renewals.	\$6,000
CEO Discount	CEO Discount of \$4,500	-\$4,500
<b>TOTAL:</b>		<b>\$24,500</b>

Licenses: GovWell will provide unlimited user licenses to Customer.

Support: GovWell will provide email, phone, and chat-based support to Customer Monday through Friday, 9am to 5pm EST. GovWell will provide responses to all Customer inquiries within 1 business day.

**2. IMPLEMENTATION & DATA MIGRATION SERVICES**

Beginning on the Effective Date, GovWell will provide implementation services to Customer to ensure the successful launch and adoption of the software. These implementation services may include, but are not limited to: GIS integration, integration with payment processing software, data migration, system configuration, system modifications, and staff training.

Service	Description	Price (one-time)
Implementation - Standard	Full-service configuration of system, including: <ul style="list-style-type: none"> <li>• Online forms / applications</li> <li>• Workflows for each record type</li> <li>• Document templates (Permit cards, COs, notices of violation)</li> <li>• Inspection templates</li> <li>• Reports</li> <li>• Staff training</li> </ul>	\$11,000
Data Migration (Raw Data Only) -	Migration of historical permit data to GovWell including data in CSV or Excel format. Customer is responsible for providing GovWell the data in the aforementioned format, and GovWell is responsible for importing it. Modules included: <ul style="list-style-type: none"> <li>• Building Permits &amp; Inspections</li> <li>• Planning &amp; Zoning</li> <li>• Business Licenses</li> </ul>	\$4,000
CEO Discount	CEO Discount of \$5,000	-\$5,000
<b>TOTAL:</b>		<b>\$10,000</b>

3.

#### SUMMARY OF FEES AND TERMS

Item	Description
Year 1 cost	\$34,500
Annual Recurring Services - Year 2	\$24,500
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

#### 4. INITIAL TERM

Initial Term: Three (3) years, beginning on the Effective Date.

5. **TERMS OF SERVICE.** The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <http://www.govwelltech.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of

Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

**CUSTOMER:**

**GOVWELL TECHNOLOGIES INC.:**

**By (Signature):**

**By (Signature):**

**Name (Printed):**

**Name (Printed):**

**Title:**

**Title:**

**Date signed:**

**Date signed:**



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 13.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Megan Snyder, Community Development Director

**SUBJECT:** Report, Discussion, and Direction on the Appeal of Temporary Use Permit 2025-001 Conditions of Approval

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#### **SUMMARY:**

The appeal request is for the Temporary Use Permit 2025-0001 that allows the McFarland Festival Committee to host the Cinco de Mayo Festival at the Browning Road Park property located at 760 Browning Road.

#### **BACKGROUND:**

On March 24<sup>th</sup>, the applicant, McFarland Festival Committee submitted a request for a Tentative Use Permit for a proposed Cinco de Mayo Festival. City staff closely reviewed the application and took into account the Cinco de Mayo's previous outcome. City staff produced a final draft of the conditions and shared it with the applicant for review and ability to contest any of the conditions. On April 2, 2025, the City of McFarland presented and approved (4-0) the Temporary Use Permit 2025-0001 to approve a proposed Cinco de Mayo Festival with the condition that all conditions proposed by the City would be met. On April 7<sup>th</sup>, the McFarland Festival Committee submitted to City staff a request to appeal the approved Temporary Use Permit 2025-0001 and its adjoining conditions. They are requesting that the number of security officers being conditioned be decreased from 20 security officers to 12 security officers on Sunday and 20 security officers to 3 security officers on Friday and Saturday. The applicant's request was defended with a narrative by the applicant stating that Friday and Saturday the estimated attendance is 100 and 150 versus an attendance of 1,000 on Sunday. Applicant also believes that because 5 McFarland Police Officers will be assigned to the festival, there is no need for 20 security officers. Attached is the applicants appeal narrative.

#### **ENVIRONMENTAL DETERMINATION:**

The proposed Site Plan is categorically exempt from the requirements of the California Environmental Quality Act subject to Section 15304. Per Section **15304** it is categorically exempt in the Minor Alterations to the Land which states "Class 4 Section 15304 (e) of the CEQA Guidelines allows for minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, etc." This project meets all of these conditions.

#### **ACTION**

The staff requests direction and council determination of the appeal of the TUP Conditions of Approval.

**FINANCIAL IMPACT:**

No financial impact

**RECOMMENDATION:**

Staff does not recommend approval of the appeal to Resolution 2025-0001

**ATTACHMENTS:**

1. Appeal App
2. Resolution No. 2025-25 Recommending Approval of the Recordation of Temporary use Permit 2025-0001
3. Conditions\_TUP cinco de mayo\_2025

## Master Uniform Application

### I. Type of Application

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Annexation                 | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> General Plan Amendment  | <input type="checkbox"/> Precise Development Plan                       |
| <input type="checkbox"/> Site Plan Review (Non SFR) | <input type="checkbox"/> Specific Plan          | <input type="checkbox"/> Williamson Act Contract | <input type="checkbox"/> Zone Variance                                  |
| <input type="checkbox"/> Zone Change                | <input type="checkbox"/> Zone Text Amendment    | <input type="checkbox"/> Parcel Map Waiver       | <input type="checkbox"/> Lot Line Adjustment                            |
| <input type="checkbox"/> Parcel Map                 | <input type="checkbox"/> Tract Map              | <input type="checkbox"/> Reversion to Acreage    | <input checked="" type="checkbox"/> Other: <u>TUP conditions appeal</u> |

2025-0001

### II. Submittal Requirements

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

- Completed Master Uniform Application
- Detailed Project Description
- One (1) Preliminary Title Report, not less than two months old, for all subject properties
- Payment of Filing Fees (contact the Planning Department for fees due)
- Signed Billing Authorization Form (if applicable, required for all deposit based fees)
- Submittal Checklist corresponding with application type identified above

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

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

### III. General Information

#### Project Information

Name of Project (if applicable): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 APN(s): \_\_\_\_\_ Site Area: \_\_\_\_\_  
 Zone District: \_\_\_\_\_ Planned Land Use Designation: \_\_\_\_\_  
 Existing Use of Property: \_\_\_\_\_

#### Applicant Information

Name of Applicant: McFarland Festival Committee  
 Address: \_\_\_\_\_ Email Address (optional): \_\_\_\_\_  
 Phone Number: 661-599-8662 Fax Number (optional): \_\_\_\_\_  
 Signature: \_\_\_\_\_

#### Property Owner Information

Name of Property Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_ Email Address (optional): \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number (optional): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_

McFarland Festival Committee (MFC)

Appeal – TUP 2025-0001

To the City of McFarland,

The McFarland Festival Committee would like to appeal a few conditions on TUP 2025-0001 based on the information listed in MMC 12.21.110.

MFC has been running the 5 de mayo festival since 2005, and we are proud to say it has always been a safe, fun, family-oriented event. The carnival runs from Friday evening to Sunday evening, but the main festival day is Sunday. For the carnival, Friday and Saturday are slow and steady; not many people attend. The following is an estimate attendance for each day:

Friday: 100

Saturday: 150

Sunday: 1,000

General condition 24a states 20 security officers and 5 police officers shall be on-site at all times of operation of the carnival.

General condition 24b states between the hours of 4p-9:30pm on each day of operation, 25 security officers will be required.

I am not sure which one we are to follow, but as you can see by the estimated attendance of Friday and Saturday, 20 security officers are not needed. MFC had already contracted with a security company to have 3 security guards for Saturday; this does not include one security guard the carnival always brings. For Sunday, MFC had already contracted for 12 security guards which is more than we have ever had.

Since general conditions 29 and 30 state a MPD sergeant and 5 officers will be assigned to the festival, these will add additional security to the Sunday festivities. I am assuming this extra coverage is for Sunday only. But question, the cost for this is paid by the MFC or the city?

The MFC is asking to please reduce the number of security guards for each day of the carnival and the day of the festival. We are recommending 3 guards for Saturday and 12 for Sunday. We are also asking for the city to cover the cost of the sergeant and 5 officers for Sunday's event.

Thank you for your attention.

Sincerely,



Mayela Bujanda-Medina  
Chairperson, 5 de mayo Festival  
McFarland Festival Committee

**RESOLUTION NO. 2025-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND  
RECOMMENDING APPROVAL OF THE RECORDATION OF TEMPORARY USE PERMIT  
2025-0001**

**WHEREAS**, McFarland Festival Committee has filed an application for Temporary Use Permit to operate a proposed Cinco de Mayo Carnival.; and

**WHEREAS**, the project location is generally located East of Browning Road and North of E. Perkins Avenue and East of the railroad and Hwy-99 referenced in Exhibit A; and

**WHEREAS**, the project site is located on Assessor's Parcel Number 201-130-09 and 201-130-10; and

**WHEREAS**, a letter was obtained from property owner, McFarland Recreation and Parks District, giving Shoepner Shows and the McFarland Festival Committee permission to host carnival on the properties (APN: 201-130-09 and 201-130-10); and

**WHEREAS**, it has been determined that Temporary Use Permit 2025-0001 is exempt from the California Environmental Quality Act (CEQA) per Section 15304(e) the Minor Alterations to the Land; and

**WHEREAS**, the City Council, through its clerk, did set Wednesday, April 2, 2025, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for approval of the recordation of Resolution No. 2025-25 and Temporary Use Permit 2025-0001; and

**WHEREAS**, the City Council considered all written and oral testimony on Temporary Use permit 2025-0001; and

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

1. The foregoing recitals are true and correct.
2. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(e) the Minor Alterations to the Land.a. The Temporary Use Permit granted shall be subject to conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the subject property is located. b. The granting of the Temporary Use Permit will not be detrimental to the public health, safety, convenience, and welfare or injurious to property improvements in the vicinity where the property is located. c. The Temporary Use Permit does not allow a use or activity which is not expressly authorized by the regulations governing the subject parcel. The proposed event is allowed if granted along with a business license, Temporary Use Permit, and any other conditions applied by the City of McFarland.
3. Temporary Use Permit 2025-0001 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density, and intensity standards of the General Plan land use designation.
4. Temporary Use Permit 2025-0001 is hereby approved, subject to the conditions in exhibit D.
5. Any decision by the City Council shall be final unless within fifteen (15) days of the date of the decision, unless the applicant or any other person appeals the City Council decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.


PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 2, 2025 by the following vote:

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

CITY OF MCFARLAND


  
 \_\_\_\_\_  
 Saul Ayon, Mayor

ATTEST:

  
 \_\_\_\_\_  
 Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Nathan Hodges, City Attorney



ATTACHMENT A  
Vicinity Aerial Map





**ATTACHMENT D**

***Conditions of Approval***

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**PART A – PROJECT INFORMATION**

1. Assessor’s Parcel Number      201-130-09 and 201-130-10
  
2. Job Address:                              Browning Road
  
3. Existing General Plan:              Park
  
4. Existing Zoning:                        R-1 / Park
  
5. Project Description:                  Allow for the operation of Schoeppner Shows Carnival at the property located above.

**PART B – CONDITIONS OF APPROVAL**

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

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

It is the desire of the City of McFarland to ensure public safety remains paramount. Should an issue surrounding public safety arise, please note that the city has authority under the McFarland Municipal Code 12.21.100(b), to immediately terminate this event.

It is our hope that the event goes wonderfully and is operated in a safe manner. However, should a need for revocation occur, an appeal process is afforded under McFarland Municipal Code 12.21.110(a)(1).

## GENERAL CONDITIONS AND REQUIREMENTS

- 1) No uses of land, buildings, or structures other than those specifically approved pursuant to this Temporary Use permit shall be submitted. *(Previous applications included the utilization of the Browning Road Well site. **The use of this property is strictly prohibited.** If that site is needed, modification of the application is required and temporary fencing **will be required** to be procured and in place at the sole cost of the committee, to protect critical infrastructure.)*
- 2) Applicant must collect property authorization to use the APN's proposed (APN: 201-130-09 and 201-130-10) Written confirmation of permission is required. Please note: This TUP is for the aforementioned location **only**. *(A parade is not included in this application)*
- 3) Prior to the start of operation, the applicant shall provide the City of McFarland with an approved Kern County Health Permit/Temporary Food Facility Permit for each food/drink vendor.
- 4) Liability insurance coverage for a large event of 200 participants must be attained. Proof of coverage must be provided to the City of McFarland by 5:00 pm on April 21, 2025.
- 5) Any proposed changes to the operation of the proposed business shall require review by the City of McFarland City Council.
- 6) Carnival shall be required to have trash cans throughout the site. All property that is utilized for the event shall be cleaned after the event.
- 7) The project is currently used for sporting events and family gatherings and will return to that use.
- 8) We ask that you operate this event with respect to noise, with consideration to the adjacent properties and in accordance with the McFarland Municipal Code.
- 9) Please ensure that all signage and materials used during the event do not obstruct public access, block entrance, or pose any safety hazards.
- 10) The carnival shall only have business hours from 4:00 pm to 9:30 pm.
- 11) The carnival shall commence operations no sooner than Friday, April 25, 2025, and shall cease operations Sunday, April 27, 2025.
- 12) The carnival committee will use April 22-24, for set up and April 28-29, for tear down.
- 13) The expected number of attendees is 200.
- 14) **No** animals will participate in the event.
- 15) A public restroom shall be provided for the employees of the carnival.

- 16) Activities conducted and equipment or material used shall not change the fire, safety or occupancy classifications of the premises.
- 17) Use shall not create or cause vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.
- 18) No business license shall be issued until a Temporary Use Permit is obtained, pursuant to the City of McFarland Municipal Code.
- 19) A business license is required upon Temporary Use Permit approval.
- 20) A Temporary Use Permit is **not** transferable and expires April 29, 2025.
- 21) Parking for the event shall not cause traffic congestion along Browning Road and E. Perkins Avenue.
- 22) Traffic control will be enforced to ensure traffic flow is consistent. The use cannot impede traffic, public safety and/or emergency services in any way.
- 23) The perimeter of the event shall be fenced and only **one entrance** shall be established.
- 24) An executed professional security service agreement providing proof of professional security service and payment is required prior to event commence.
  - a. Twenty (20) security officers and five (5) Police officers shall be on-site at all times of operation of the carnival.
  - b. Between the hours of 6:00pm-9:30pm on each day of operation, twenty-five (25) security officers will be required.
- 25) The professional security scope must include individuals possessing a Security Guard registration through the state of CA **and** possess the ability to maintain consistent communication via radio.
- 26) The professional security scope must also include the provision of a metal detector and wand(s) for all patrons and vendors entering the event.
- 27) Security officers shall stand post at the entrance point and facilitate the metal detection function.
- 28) Signage must be provided and posted at each entrance point and strictly enforced.
  - Signage **must** include the following verbiage in English and Spanish:  
FOR THE COMFORT AND SAFETY OF ALL GUESTS  
NO WEAPONS OR FIREARMS NO KNIVES OR SHARP OBJECTS  
NO ALCOHOL OR CONTROLLED SUBSTANCES  
NO GANG ATTIRE. NO GANG ASSOCIATED COLORS.  
ALL PERSONS AND BAGS ARE SUBJECT TO SEARCH UPON ENTRY  
FAILURE TO CONSENT OR SUBMIT TO INSPECTION WILL RESULT IN DENIAL OF ENTRY

29) One (1) McFarland Police Department Sergeant shall be assigned for eight (8) hours at \$58.59 per hour. Police Sergeant total cost: \$468.72.

30) Four (4) McFarland Officers shall be assigned for eight (8) hours at \$48.09 per hour. Officer total cost: \$1,533.88.



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 14.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Megan Snyder, Community Development Director

**SUBJECT:** Approval of Resolution No. 2025-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE RECORDATION OF TEMPORARY USE PERMIT 2025-0002

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#### **SUMMARY:**

The Temporary Use Permit 2025-0002 is to allow the McFarland Festival Committee to host a Cinco de Mayo Parade. The parade will proceed down Browning Road from Sherwood Avenue. The parade lineup will be on Sherwood Avenue. Closures will occur on four (4) streets along the route. The property on Browning Road is currently used for a city water wellsite and will return to that use after the event timeframe.

#### **BACKGROUND:**

The proposed Temporary Use Permit is for the McFarland Festival Committee. The Temporary Use Permit will only be good for the use of Friday, April 25, 2025, through Sunday, April 27, 2025, for the use of the city property for parking. The parade is **only** permitted on Sunday, April 27, 2025. Please refer to the attached resolution and corresponding exhibits for a map overview, event schematic and detailed list of conditions. City of McFarland staff along with the McFarland Police Department completed a detailed review of the application submittals and the festival's history in order to properly compose conditions that will provide a safe environment for attendees.

#### **ENVIRONMENTAL DETERMINATION:**

The proposed Site Plan is categorically exempt from the requirements of the California Environmental Quality Act subject to Section 15304. Per **Section 15304** it is categorically exempt in the Minor Alterations to the Land which states "Class 4 Section 15304 (e) of the CEQA Guidelines allows for minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, etc." This project meets all of these conditions.

#### **FINANCIAL IMPACT:**

No financial impact. All staff time is recovered by payment from McFarland Festival Committee.

#### **RECOMMENDATION:**

Staff recommends approval of Resolution No. 2025-38 and the recordation of Temporary Use

Permit 2025-0002.

**ATTACHMENTS:**

1. CC Resolution Attach\_Parade Park TUP Cinco de Mayo\_2025 -2

**RESOLUTION NO. 2025-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING  
THE RECORDATION OF TEMPORARY USE PERMIT 2025-0002**

**WHEREAS**, McFarland Festival Committee has filed an application for Temporary Use Permit to operate a proposed Cinco de Mayo Parade and parking at the Browning Road Well Site; and

**WHEREAS**, the parade will proceed down Browning Road from Sherwood Avenue. The parade lineup will be on Sherwood Avenue. Closures will occur on four (4) streets along the route. referenced in Exhibit A; and

**WHEREAS**, the project site is located on Assessor's Parcel Number 201-130-09, 201-130-10 and 201-130-20; and

**WHEREAS**, letter was obtained from property owner, McFarland Recreation and Parks District, giving Shoepner Shows and the McFarland Festival Committee permission to host carnival on the properties (APN: 201-130-09 and 201-130-10). A letter is requested from the City of McFarland granting authorization to utilize the Browning Road Well Site for parking (APN: 201-130-20) ; and

**WHEREAS**, it has been determined that Temporary Use Permit 2025-0001 is exempt from the California Environmental Quality Act (CEQA) per Section 15304(e) the Minor Alterations to the Land; and

**WHEREAS**, he City Council, through its clerk, did set Wednesday, April 16, 2025, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for approval of the recordation of Resolution No. 2025-38 and Temporary Use Permit 2025-0002; and

**WHEREAS**, the City Council considered all written and oral testimony on Temporary Use permit 2025-0002; and

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

1. The foregoing recitals are true and correct.

2. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(e) the Minor Alterations to the Land. a. The Temporary Use Permit granted shall be subject to conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the subject property is located. b. The granting of the Temporary Use Permit will not be detrimental to the public health, safety, convenience, and welfare or injurious to property improvements in the vicinity where the property is located. c. The Temporary Use Permit does not allow a use or activity which is not expressly authorized by the regulations governing the subject parcel. The proposed event is allowed if granted along with a business license, Temporary Use Permit, and any other conditions applied by the City of McFarland.
3. Temporary Use Permit 2025-0002 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density, and intensity standards of the General Plan land use designation.
4. Temporary Use Permit 2025-0002 is hereby approved, subject to the conditions in exhibit D.
5. Any decision by the city Council shall be final unless within fifteen (15) days of the date of the decision unless the applicant or any other person appeals the City Council decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

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Nathan Hodges, City Attorney

ATTACHMENT A

Vicinity Aerial Map, Parade Route, Staging & Parking



City Owned Property  
APN 201-201-130-20  
Parking

Parade Staging

A vertical rectangular box with a blue header and footer. It contains text describing city-owned property and parking, and a label for 'Parade Staging'. A north arrow is located at the bottom of the box.

**ATTACHMENT B**  
*Conditions of Approval*

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**PART A – PROJECT INFORMATION**

1. Assessor’s Parcel Number            201-130-09, 201-130-10 and 201-130-20
  
2. Job Address:                                Browning Road
  
3. Existing General Plan:                 Park
  
4. Existing Zoning:                         R-1 / Park
  
5. Project Description: Allow for the operation of parade and parking for Cinco de Mayo Festival

**PART B – CONDITIONS OF APPROVAL**

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

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

It is the desire of the City of McFarland to ensure public safety remains paramount. Should an issue surrounding public safety arise, please note that the city has authority under the McFarland Municipal Code 12.21.100(b), to immediately terminate this event.

It is our hope that the event goes wonderfully and is operated in a safe manner. However, should a need for revocation occur, an appeal process is afforded under McFarland Municipal Code 12.21.110(a)(1).

## GENERAL CONDITIONS AND REQUIREMENTS

- 1) Utilization of the Browning Road Well site (APN: 201-130-20) will only be authorized on the premise that temporary fencing **will be required** to be procured and in place at the sole cost of the committee, to protect critical infrastructure.
- 2) Applicant must attain property authorization to use the APN's proposed (APN: 201-130-20) Written and signed confirmation of permission is required.
- 3) Liability insurance coverage for a large event of 2000 participants must be attained. Proof of coverage must be provided to the City of McFarland by 5:00 pm on April 21, 2025.
- 4) Any proposed changes to the operation of the proposed business shall require review by the City of McFarland City Council.
- 5) Carnival shall be required to have trash cans throughout the parking site. All properties utilized, including the parade route, for the event shall be cleaned after the event.
- 6) The properties requested for parking is currently used for a city essential services water well site and will return to that use.
- 7) Please ensure that all signage and materials used during the event do not obstruct public access, block entrance, or pose any safety hazards.
- 8) The carnival shall only have business hours from 4:00 pm to 9:30 pm.
- 9) The carnival shall commence operations no sooner than Friday, April 25, 2025, and shall cease operations Sunday, April 27, 2025; therefore, parking at APN: 201-130-20 shall only be permitted in that timeframe.
- 10) The carnival committee will use April 22-24, for set up and April 28-29, for tear down.
- 11) The expected number of attendees is 2000.
- 12) Activities conducted and equipment or material used shall not change the fire, safety or occupancy classifications of the premises.
- 13) Use shall not create or cause vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.
- 14) A Temporary Use Permit is **not** transferable and expires April 29, 2025.
- 15) Parking for the event shall not cause traffic congestion along Browning Road and E. Perkins Avenue.
- 16) Traffic control will be enforced to ensure traffic flow is consistent. The carnival, parade or parking cannot impede traffic, public safety and/or emergency services in any way.

- 17) Three (3) McFarland Police Department Sergeant shall be assigned for four (4) hours at \$58.59 per hour. Police Sergeant total cost: \$703.08.
- 18) Five (5) McFarland Officers shall be assigned for four (4) hours at \$48.09 per hour. Officer total cost: \$961.80.
- 19) Three (3) McFarland Public Works shall be assigned for four (4) hours at \$44.05 per hour. Public Works staff total cost: \$528.60.



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 15.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Megan Snyder, Community Development Director

**SUBJECT:** Approval of Resolution No. 2025-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING RESOLUTION 2025-36 AND THE RECORDATION OF TEMPORARY USE PERMIT 2025-0003

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#### **SUMMARY:**

The Temporary Use Permit 2025-0003 is to allow Off the Charts to host a 4/20 event at their retail facility. The event will include a number of vendors and promotions at the 981 Frontage Road property. The event is proposed to operate on Saturday, April 19, 2025, from 12:00 p.m. to 6:00 p.m., utilizing Assessor's Parcel Numbers 201-031-03-6 and 201-031-04-4 for event activities and parking. Additionally, Off the Charts will be required to maintain four (4) professional security personnel on-site for the full duration of the event.

It is worth noting that Off The Charts successfully hosted a similar event during their grand opening in November 2024, where all conditions were fully observed. The event had a consistent traffic flow with no large gatherings at any one time, and staff maintained compliance with all public safety and operational requirements.

The proposed Temporary Use Permit is for Off the Charts 4/20 event. The carnival project site is located on Frontage Road. A letter was requested from the property owner of Off the Charts to host this event. Additionally, in this request, a letter from the City McFarland, giving Off the Charts permission to host an excess event parking on their property. The property is designated zoned as C2 (Commercial). Per McFarland Municipal Code 12.21.030, an event is permitted in any zone upon the granting of a Temporary Use Permit. The Temporary Use Permit will only be good for the date of April 19, 2025, exclusively and is non-transferable. The expected number of attendees at the event is projected to be 600 throughout the day. Please refer to the attached resolution and corresponding exhibits for a map overview, event schematic and detailed list of conditions. City of McFarland staff along with McFarland Police Department completed a detailed review of the application submittal in order to properly compose conditions that will provide a safe environment for attendees.

#### **FINANCIAL IMPACT:**

This TUP will have no financial impact as no city staff or resources are allocated to this event.

#### **RECOMMENDATION:**

Staff recommends approval of Resolution No. 2025-36 approving the recordation of Temporary

Use Permit 2025-0003.

**ATTACHMENTS:**

1. CC Resolution\_AttachOTC420\_2025

**RESOLUTION NO. 2025-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING  
RESOLUTION 2025-36 AND THE RECORDATION OF TEMPORARY USE PERMIT 2025-  
0003**

**WHEREAS**, McFarland Off the Charts has filed an application for Temporary Use Permit to operate a proposed OTC 420 event to be held on Saturday, April 19, 2025; and

**WHEREAS**, the project location is generally located on Frontage Road referenced in Exhibit A;  
and

**WHEREAS**, the project site is located on Assessor's Parcel Number 201-031-03-6 and 201-031-04-4; and

**WHEREAS**, letter was requested from property owner, Off the Charts and the City of McFarland giving Off the Charts permission to host the event on the properties (APN: 201-031-03-6 and 201-031-04-4); and

**WHEREAS**, it has been determined that Temporary Use Permit 2025-0003 is exempt from the California Environmental Quality Act (CEQA) per Section 15304(e) the Minor Alterations to the Land;  
and

**WHEREAS**, the City Council, through its clerk, did set Wednesday, April 16, 2025, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for approval of the recordation of Resolution No. 2025-36 and Temporary Use Permit 2025-0003; and

**WHEREAS**, the City Council considered all written and oral testimony on Temporary Use permit 2025-0003; and

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

1. The foregoing recitals are true and correct.

2. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(e) the Minor Alterations to the Land.

a. The Temporary Use Permit granted shall be subject to conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the subject property is located.

b. The granting of the Temporary Use Permit will not be detrimental to the public health, safety, convenience, and welfare or injurious to property improvements in the vicinity where the property is located.

c. The Temporary Use Permit does not allow a use or activity which is not expressly authorized by the regulations governing the subject parcel. The proposed event is allowed if granted along with a business license, Temporary Use Permit, and any other conditions applied by the City of McFarland.

3. Temporary Use Permit 2025-0003 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density, and intensity standards of the General Plan land use designation.

4. Temporary Use Permit 2025-0003 is hereby approved, subject to the conditions in exhibit D.

5. Any decision by the city Council shall be final unless within fifteen (15) days of the date of the decision, unless the applicant or any other person appeals the City Council decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 16, 2025 by the following vote:

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

\_\_\_\_\_  
Saul Ayon, Mayor

ATTEST:

\_\_\_\_\_  
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

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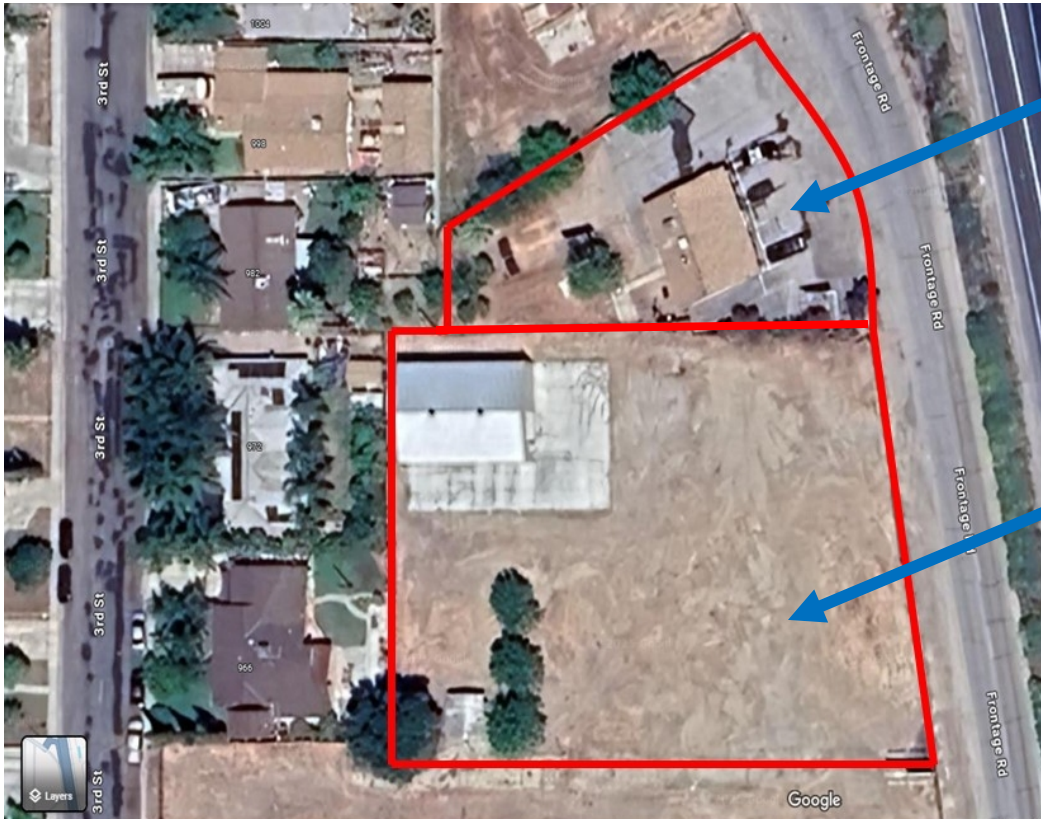
Nathan Hodges, City Attorney

ATTACHMENT A

Vicinity Aerial Map



ATTACHMENT B  
*Aerial Map Overview*



OTC Property  
APN 201-031-03-6  
Event Location

City Owned  
Property  
APN 201-031-04-4  
Parking



## ATTACHMENT C

### *Narrative (Provided by Applicant)*

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On Sunday, April 20th Off the Charts will be holding an event for the international holiday of 4/20 at 981 Frontage Rd, Mcfarland, CA 93250. The entire staff of 10 will be on hand throughout the entire event. The dispensary opens for business at 6:00am and is open until 10:00pm. Throughout the duration of the business day we expect to see around 600 people; approximately 80-100 people at one time. To mitigate traffic and relieve congestion in the immediate area we have requested the temporary use of the lot next door and will ensure that it is properly cleaned after the event. The property in which the event will be held is owned by Off The Charts. The event will have several vendors, some with food permits, others with merchandise to give away. A DJ will be at the event as well for entertainment purposes. The peak hours of the event, when the vendors will be on location, will be from approximately 12-6pm. After 6pm the business will operate like normal.

ATTACHMENT D  
*Conditions of Approval*

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**PART A – PROJECT INFORMATION**

1. Assessor's Parcel Number      201-031-03-6 and 201-031-04-4
2. Job Address:                      981 Frontage Road
3. Existing General Plan:          Commercial
4. Existing Zoning:                  C-2
5. Project Description:              Allow 420 event at the property located above.

**PART B – CONDITIONS OF APPROVAL**

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

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

It is the desire of the City of McFarland to ensure public safety remains paramount. Should an issue surrounding public safety arise, please note that the city has authority under the McFarland Municipal Code 12.21.100(b), to immediately terminate this event.

It is our hope that the event goes wonderfully and is operated in a safe manner. However, should a need for revocation occur, an appeal process is afforded under McFarland Municipal Code 12.21.110(a)(1).

## GENERAL CONDITIONS AND REQUIREMENTS

1. Applicant must attain property authorization to use the APN's proposed (APN(s): 201-031-03-6 and 201-031-04-4) and supply the City with the written and signed confirmation of permission to use the property by 5:00 pm on April 17, 2025.
2. Prior to the start of operation, the applicant shall provide the City of McFarland with an approved Kern County Health Permit/Temporary Food Facility Permit for each food/drink vendor.
3. Liability insurance coverage for a large event of 600 participants must be attained. Proof of coverage must be provided to the City of McFarland by 5:00 pm on April 17, 2025.
4. Any proposed changes to the operation of the proposed business shall require review by the City of McFarland City Council.
5. OTC shall be required to have trash cans throughout the site. All property that is utilized for the event shall be cleaned after the event.
6. Applicant must attain property authorization to use the APN's proposed (APN(s): 201-031-03-6 and 201-031-04-4) and supply the City with the written and signed confirmation of permission to use the property by 5:00 pm on April 17, 2025.
7. We ask that you operate this event with respect to noise, with consideration to the adjacent properties and in accordance with the McFarland Municipal Code and music shall cease at 6:00pm.
8. Please ensure that all signage and materials used during the event do not obstruct public access, block entrance, or pose any safety hazards.
9. The event will not exceed the traditional operating hours of 6:00am and 10:00pm.
10. The expected number of attendees is 600 throughout the day, estimated 80 – 100 at a given time.
11. **No** animals will participate in the event.
12. A public restroom shall be provided for the employees and attendees.
13. Activities conducted and equipment or material used shall not change the fire, safety or occupancy classifications of the premises.

14. Use shall not create or cause vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.
15. No business license(s) associated with this event shall be issued until a Temporary Use Permit is obtained, pursuant to the City of McFarland Municipal Code.
16. A Temporary Use Permit is **not** transferable and expires April 20, 2025.
17. Parking for the event shall not cause traffic congestion along Frontage Road.
18. Traffic control will be enforced to ensure traffic flow is consistent. The use cannot impede traffic, public safety and/or emergency services in any way.
19. Any cannabis affiliated prizes, promotional items, or giveaways will require a proof of purchase at the cannabis storefront, entrance into the dispensary, and scan of ID.
20. No alcohol will be allowed nor sold on the premises.
21. No cannabis products will be allowed to be used on the premise.
22. An executed professional security service agreement providing proof of professional security service and payment is required prior to event commence.
  - a. Four (4) security officers shall be on-site at all times of operation of the event.
  - b. A security guard shall stand post at entry, inside the store front, at the parking location, and one roving throughout the event.
23. The professional security scope must include individuals possessing a Security Guard registration through the state of CA **and** possess the ability to maintain consistent communication via radio.



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 16.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 16, 2025

**TO:** Honorable Mayor and Council Members  
**FROM:** Diego Viramontes, City Manager  
Erika De La Cruz, City Clerk  
**SUBJECT:** Review and Discuss City Council Applications

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#### **SUMMARY:**

On April 2, 2025, the McFarland City Council has approved an extension for the application period, with the new deadline set for April 11, 2025. At this time, the Council may review the submitted applications and determine the appropriate next steps, which may include scheduling interviews, making an appointment, or reopening the application process. It is important to note that the 60-day deadline for this process is April 20, 2025.

#### **FINANCIAL IMPACT:**

No Financial Impact

#### **RECOMMENDATION:**

Staff recommend that the City Council review the list of applicants who have applied and provide direction on the next steps, which may include scheduling interviews or making an appointment.

#### **ATTACHMENTS:**

1. Martin Gutierrez- City Council Application

**APPLICATION FOR APPOINTMENT TO CITY COUNCIL  
OF THE CITY OF MCFARLAND**

(Separate page(s) may be attached if additional space is needed however, all sections and all questions on this application form must be completed.)

1. Full legal name: Martin Cortez Gutierrez Jr.

2. Address of legal residence or domicile within the City (attach two utility bills or similar documents as proof of residency):

[REDACTED]

3. Contact information: [REDACTED]

Phone

Email

4. Occupation/Employer: McFarland Unified School District

5. Are you a resident of the City of McFarland? Yes

6. How long have you lived in McFarland? 44 years 9 months

7. Are you a registered voter and over 18 years old? Yes

8. Are you disqualified, or have you been disqualified, by the Constitution or laws of the state from holding a civil office? No

9. Have you ever been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States, or another country? If so, have you been granted a pardon in accordance with law? No

10. Why do you wish to serve as a member of the City Council of the City of McFarland? \_\_\_\_\_

I have lived in McFarland my whole life and have seen in recent years, about 5 years and before that our local city council and local government did very little to improve the image of our city and at time make it look bad. Recently many of my neighbors and I notice our city council and local government is starting to do many great things in our city.

From improving many of our roads, to approving new housing developments, getting the funding for a new police station, bring new business to our city, and many other great things. I want to be a part of our city's future growth and I want to witness up close all the great things that are coming to our city.



15. What is your vision for the City of McFarland? The vision I have for the City of McFarland is that I want the city to continue to be a safe place to raise a family. Our McFarland Police officers are doing a great job and the difference is noticed. We have to continue to provide everything that is necessary for our Police Department to operate successfully. Another thing that I see in my vision for McFarland is for the City to continue to grow with more residential housing and more business in our town so that it can add to the our sales tax revenue and we have a balanced budget.

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16. What do you perceive to be the primary issues facing the community now and over the next 2-4 years? Do you have any ideas of how the community should approach solutions to these issues? The primary issue that faces our community is road conditions. I know our current city council and city employees have secured some funding and they are working to fix our roads but we are still behind in getting the roads where they should be. By adding new businesses we can receive more tax revenue where the city workers can maintain the our roads on a regular basis.

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17. What do you believe is the responsibility of a City Councilmember to the general community? To developers or business? To the City Council? I believe the responsibility of a City Council member is to represent the community the best it can with well informed decisions that are aim to benefit the daily life of the residents of McFarland. It is also the responsibility of the City Councilmember to listen to any concern of our residents and try to address them in a timely and appropriate manner. A councilmembers responsibility to developers and businesses is to listen to potential benefits that they can bring to our city. The responsibility of the City councilmember to the actually City Council is to be available at all meeting, city functions, other local events.

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18. Regular meetings of the City Council are on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month starting at 6:00 p.m. Will you be able to attend regular Council meetings if appointed? Yes.

19. Will you be willing to serve on the City Council including any Council subcommittees or appointments to boards and commissions? Yes

20. Please state any other information you would like to provide: I am wanting to serve in the City Council to represent my city and serve the residents the best I can. I have experience working in the public and private job sectors and I know the struggles of many resident in our community and I want to bring a different perspective to the City Council.

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Next Steps:

- Completed applications may be submitted to Erika De La Cruz, City Clerk, at McFarland City Hall, 401 W. Kern Avenue, McFarland, CA 93250, or via email at [cityclerk@mcfarlandcity.org](mailto:cityclerk@mcfarlandcity.org) by April 2, 2025 by 12:00pm (PST)

Requirements:

- Registered Voter for the City of McFarland
- Must be 18 years or older

Additional Information:

- If appointed, you will need to complete an FPPC conflict of interest form 700.
- You may also be subject to a background check.
- If appointed, the City will provide orientation and opportunities for training including any training required by State law.

Acknowledgement:

I declare under the penalty of perjury that I am a registered voter with a legal residence or domicile within the City of McFarland. I also acknowledge and agree that the appointment to fill a vacancy on the City Council is a public process. As a result, this application may be used or released to the public subject to redaction of personal information by the City as appropriate. Further, I understand that as a potential candidate I may be subject to subsequent public interviews or discussion of the merits by the City Council during City Council meetings which are open to the public. Finally, I confirm that I will be able to attend and participate, including attendance of regular Council meetings, if appointed as a Councilmember.

Print Name: Martin Cortez Gutierrez Jr.

Signature:  \_\_\_\_\_

Date: April 11, 2025