



McFARLAND CITY COUNCIL

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

Special Meeting Notice and Agenda

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

**Friday, October 3, 2025
5:00 PM**

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

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings 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, Martin Gutierrez
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez

INVOCATION: Vice Mayor Ricardo Cano

PLEDGE OF ALLEGIANCE: Jordan Ayon, Communications & Marketing Specialist

APPROVE AGENDA AS TO FORM

DEPARTMENTAL REPORTS

1. POLICE FACILITY PROJECT UPDATE
PRESENTATION BY PUBLIC WORKS DIRECTOR AND DEWBERRY PROJECT
ARCHITECT

PUBLIC HEARINGS

2. Waive full reading and adopt Ordinance No. 10-2025 AN URGENCY ORDINANCE OF
THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING SECTION 5.04-140 OF
THE MCFARLAND MUNICIPAL CODE

ADMINISTRATIVE AGENDA

3. Approval of Resolution No. 2025-130 A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MCFARLAND AUTHORIZING CITY MANAGER TO SIGN A PROFESSIONAL
SERVICES AGREEMENT WITH SELF-HELP ENTERPRISES FOR LOAN PORTFOLIO
MANAGEMENT
4. Approval of Resolution No. 2025-135 A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MCFARLAND AUTHORIZING AN ADDITIONAL APPROPRIATION OF
\$76,425.70 TO THE WATER FUND AND AWARD OF CONTRACT TO BRAXBRO, INC.
FOR SCADA SYSTEM UPGRADES IN THE AMOUNT OF \$176,425.70
5. Approval of Resolution No. 2025-136 A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MCFARLAND APPROVING THE QUOTE FROM THE LOW BIDDER RYP
CONSTRUCTION FOR THE ROUGH CARPENTRY SCOPE OF WORK FOR THE
MCFARLAND ANIMAL SHELTER BUILD OUT PROJECT IN THE AMOUNT OF \$22,260
AND INCLUDING \$3,500 FOR CONSTRUCTION CONTINGENCY
6. Approval of Resolution No 2025-138 A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MCFARLAND ADOPTING THE TDA ARTICLE 3 PROJECT AS A CAPITAL
IMPROVEMENT PROJECT IN THE BUDGET AND APPROVING AN APPROPRIATION
FOR THE PRELIMINARY ENGINEERING AND CONSTRUCTION IN THE AMOUNT OF
\$202,500
7. Approval of Resolution No. 2025-137 A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MCFARLAND AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL
FUND IN THE AMOUNT OF \$42,805.00 TO COVER SALES TAX AND PENALTIES FOR
OUT-OF-STATE POLICE VEHICLE PURCHASES
8. Approval of Resolution No. 2025-129 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF MCFARLAND APPROVING AMENDMENT NO. 1 TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF MCFARLAND AND THE COMMUNITY
DEVELOPMENT DIRECTOR

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

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

9. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION
(Government Code §54956.9(b))
Significant exposure to litigation pursuant to Government Code §54956.9(b): two cases
10. CONFERENCE WITH LEGAL COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES
(Government Code § 54957)
Consultation with City Manager

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on October 2, 2025.



Paul M. Saldana, Deputy City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council October 22, 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 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.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: PUBLIC HEARINGS
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director

SUBJECT: Waive full reading and adopt Ordinance No. 10-2025 AN URGENCY
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AMENDING SECTION 5.04-140 OF THE MCFARLAND MUNICIPAL CODE

SUMMARY:

The City currently requires all businesses operating within city limits to obtain a business license. The standard licensing fee structure, however, does not differentiate between long-term, short-term, brick-and-mortar businesses, food trucks, other business types, and event-based vendors. As pop-up markets and temporary/short-term events become more common, the absence of a flexible fee structure presents a barrier for participation by small-scale vendors. These events have significant community benefit to McFarland. Several event organizers have voiced their events supporting youth programs, fundraisers, and special interest groups within the McFarland community.

Staff presented a business license structure for non-food vendors in the previous ordinance update. However, it was identified that there were a significant number of food vendors that favored a lower-cost business license for temporary/short-term events. The case presented by applicants was that temporary/short-term events generate a lower revenue versus a long-term business venture.

Encouraging pop-up vendors lowers the barrier to entry for entrepreneurs and small businesses, many of whom may be testing products before investing in a permanent location. This fosters innovation and diversity in the local business community. Pop-up events attract foot traffic, activate public spaces, and create opportunities for residents to engage with local artisans, food vendors, and creators. These events contribute to a vibrant community culture. Pop-up vendors who find success in the community may eventually pursue permanent storefronts, contributing to long-term economic development and occupancy of vacant commercial spaces.

The City of McFarland will continue to require all pop-up market events to attain a Temporary Use Permit (TUP) which will contain the conditions of approval (COA) for compliance. The COA will remain in compliance with the McFarland Police Community Event Security Policy, McFarland Municipal code and other necessary requirements to ensure community safety. This new business license category would be available only to vendors participating in permitted pop-up events and would not apply to standalone or unpermitted street vending.

This ordinance modification was introduced on an urgency basis in order to take effect immediately, as authorized by Government Code section 36937, subdivision (b). This will ensure that community members shall host events legally and in accordance with city and county regulatory compliance for

health. As we all are aware, unregulated vending poses an immediate threat to the health, safety, and welfare of the public. The full reading and subsequent adoption will take place in the coming regular City Council meetings.

FINANCIAL IMPACT:

While individual license fees would be lower, the City may see an increase in total license revenue due to higher participation rates from outside of McFarland businesses. Additionally, ancillary economic benefits from increased event attendance and local spending are anticipated.

RECOMMENDATION:

Staff recommends that the City Council approve a revision to the current business license fee structure to introduce a reduced-rate, short-term license category for pop-up event vendors. This will encourage participation from small and mobile businesses, supporting economic growth and community engagement.

ATTACHMENTS:

None

ORDINANCE NO. 10-2025

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING SECTION 5.04-140 OF THE MCFARLAND MUNICIPAL CODE

Section 1. Recitals

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

WHEREAS, by virtue of the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including business licenses; and

WHEREAS, unless the City adopts this ordinance on an urgency basis, so that it takes effect immediately, as authorized by Government Code section 36937, subdivision (b), unregulated vending poses an immediate threat to the health, safety, and welfare of the public.

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

Section 1. Urgency Findings. The above recitals are true and correct and are incorporated herein by this reference as findings in support of the regulations contained in this Urgency Ordinance. In accordance with California Government Code, Section 36937 and in order to protect public health, safety and welfare, the City Council also makes the following findings in support of the urgent nature of this Ordinance:

- A. The City Council finds that this Urgency Ordinance is enacted in order to protect public health, safety and welfare by adopting regulations that would become effective immediately to address business license requirements. Specifically, this Urgency Ordinance mitigates the impacts and threats to public peace, health, and safety by creating a process to assure vending does not pose a risk to the health, safety, and welfare of the public, including, but not limited to, unsanitary conditions involving food preparation, risks to children, and consumer protection.
- B. The City Council also finds that this Urgency Ordinance is necessary to promote the immediate preservation of the public peace, health and safety by establishing a business license mechanism for vending that can be in place immediately, otherwise vending becomes an unregulated permitted activity.
- C. Finally, the City Council further finds that the regulations contained in this Urgency Ordinance are reasonable and beneficial and assure that a lawful permit program is in place.

Section 2. This ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) under the State CEQA Guidelines because the proposed action as it is not a “project” and has

no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. §§ 15268, 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3).

Section 3. Section 5.04.140 of the Municipal Code is amended as follows:

The following is added to table A:

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
Pop-up food vendor (single event)	\$10 per booth/stall, per day. All pop-up food vendors must possess Kern County Environmental Health Permit.

Section 3. Notice. The City clerk shall certify 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 was adopted by the necessary four-fifths vote of the members of the City Council in accordance with California Government Code Section 36934 and 36937 and shall take effect immediately.

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

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on 10/3/2025, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on 10/3/2025 by the following vote:

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

Martin Gutierrez				
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CITY OF MCFARLAND

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on October 3, 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. 3.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director
Meliza Rosa, Grant Manager

SUBJECT: Approval of Resolution No. 2025-130 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH SELF-HELP ENTERPRISES FOR LOAN PORTFOLIO MANAGEMENT

SUMMARY:

The City of McFarland administers various housing and community development loan programs designed to improve housing conditions, expand affordable housing opportunities, and provide financial assistance to qualifying residents. Proper management of these loan portfolios is critical to ensuring compliance with federal and state requirements, protecting public resources, and supporting the City's long-term housing and community development goals.

Self-Help Enterprises (SHE) is a nonprofit community development organization with over 50 years of experience serving the Central Valley. SHE has extensive expertise in affordable housing development, loan servicing, and portfolio management for jurisdictions across the region. Partnering with SHE will provide McFarland with professional loan management services, enhance compliance, and reduce administrative burden on City staff. Currently, the City manages its housing loan portfolio in-house, requiring significant staff time and technical expertise. As the portfolio grows, the administrative complexity and compliance monitoring needs have increased.

Utilizing Self-Help Enterprises for loan portfolio management will:

- Ensure regulatory compliance with state and federal funding requirements.
- Improve loan servicing efficiency, including billing, monitoring, and reporting.
- Provide borrowers with accessible, professional customer service.
- Reduce City staff's administrative burden and increase capacity for other housing and community development priorities.
- Safeguard the City's loan programs and ensure long-term sustainability.

By partnering with Self-Help Enterprises, McFarland will align with best practices used by other jurisdictions in the region while maximizing program effectiveness.

Total Amount for Loan Portfolio Management:

\$11,978.00

Budget Breakdown (referenced in Exhibit "B" in the attached Services Agreement):

Fees for Services: \$10,503.00

Set up fee: \$475.00

Direct Charges: \$1,000.00

FINANCIAL IMPACT:

The total estimated cost of services provided by Self-Help Enterprises is \$11,978.00, which will be charged to the professional services line item in the Grants Division budget. Sufficient funds for these services were included in the FY 2025-26 Adopted Budget, and no additional appropriation is required.

RECOMMENDATION:

Staff recommends City Council approve Resolution 2025-130 and authorize City Manager to sign Professional Services Agreement with Self-Help Enterprises.

ATTACHMENTS:

1. Self-Help Professional Services Agreement - City of McFarland

RESOLUTION NO. 2025-130

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT
WITH SELF-HELP ENTERPRISES FOR LOAN PORTFOLIO MANAGEMENT**

WHEREAS, the City of McFarland administers loan programs designed to expand affordable housing opportunities, improve housing conditions, and support economic development within the community; and

WHEREAS, the proper management of loan portfolios is essential to ensure regulatory compliance, fiscal accountability, and sustainability of the City's housing and community development programs; and

WHEREAS, Self-Help Enterprises, a nonprofit community development organization with extensive experience in affordable housing, lending, and portfolio management, provides technical assistance and loan servicing expertise to support cities and counties in the Central Valley; and

WHEREAS, WHEREAS, the City of McFarland recognizes that partnering with Self-Help Enterprises will strengthen loan portfolio management, increase program efficiency, and ensure compliance with federal and state funding requirements; and

WHEREAS, the City of McFarland City Council previously authorized Resolution 2025-57 for new PLHA 2020 Allocation Loans; and

WHEREAS, the City Council finds that utilizing Self-Help Enterprises for loan portfolio management serves the best interests of the City and its residents by safeguarding public resources and enhancing service delivery.

WHEREAS, the total services amount is in the total of \$11,978.00 for annual home verification and minimal administrative costs, which has been budgeted in the FY 2025-26 Grants Division budget for professional services;

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 City Council hereby approves the utilization of Self-Help Enterprises for loan portfolio management services on behalf of the City of McFarland.
3. The City Manager is hereby authorized and directed to sign the professional services agreement with Self-Help Enterprises, which is attached hereto and incorporated by reference.
4. The City Manager, or their designee, is authorized to execute all necessary agreements, contracts, and related documents with Self-Help Enterprises to implement this resolution.
5. The resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 3, 2025 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

CITY OF MCFARLAND CONTRACT PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into on October 3, 2025, by and between the CITY OF MCFARLAND, a municipal corporation (“City”) and SELF-HELP ENTERPRISES (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount of \$11,978.00 (Eleven Thousand Nine Hundred and Seventy Eight Dollars) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “B” and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this

Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period of this agreement. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding 3 years from the date hereof. [The City may, in its sole discretion, extend the Term for 2 additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. SELF-HELP ENTERPRISES is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Meliza A. Rosa, Grants Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to

be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or

that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of

Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. section 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State

of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or

otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, Diego Viramontes and to the attention of Meliza A. Rosa, Grants Manager, 401 W. Kern Ave., McFarland, CA 93250, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a

waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterest" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures On The Following Page]

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

CITY:

CITY OF McFarland a municipal corporation

Diego Viramontes, City Manager

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Attorney at Law, LLP

Nathan Hodges, City Attorney

CONSULTANT:

SELF-HELP ENTERPRISES

By:_____

Name: THOMAS J. COLLISHAW

Title: PRESIDENT/CEO

By:_____

Name: DAVID EBENEZER

Title: CHIEF FINANCIAL OFFICER

Address: P.O. BOX 6520

VISALIA, CA 93290

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

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

A. Ongoing Customer Service

- a. Provide monthly reporting on all payment loans;
- b. Monitor monthly payments;
- c. Bill and receive payments on behalf of the City;
- d. Set-up new loans in software tracking system and payment schedule, if applicable;
- e. Follow up on delinquent loan payments;
- f. Provide mortgage verification;
- g. Process title changes of property;
- h. Process release of recorded grant agreements at end of term;
- i. Process demands, payoffs, and reconveyances;
- j. Process requests to remove responsible party on loan;
- k. Monitor for change in occupancy (Owner-occupant to Owner-Investor);
- l. Handle fair housing and Section 504 complaints;
- m. Provide annual interest paid statements to Participants;
- n. Report interest paid on loans as required by Federal regulations (form 1098);
- o. Prepare and retain all pertinent records and documents sufficient to reflect all costs submitted by SHE for Loan Portfolio Management services. Retain such records and documents for a period of a minimum of five (5) years from the date of final payment.

B. Annual Monitoring

- a. Residency verification on all loans
- b. Fire/Flood insurance monitoring on all loans
- c. Annual tax monitoring on all loans
- d. Rent and tenancy monitoring on all Owner-Investor loans

C. Other Services

- a. Subordination requests
- b. Loan assumptions
- c. Notice of defaults/foreclosures iv Requests for approval of short sale

II. The CITY shall be responsible for the following:

- a. Forward to SHE all Fair Housing or Section 504 complaints, foreclosure notices, and notices from insurance companies, or requests for deed reconveyance.
- b. Verify all records and documents and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.

EXHIBIT “B”

FEES -2025/2026: The estimated fees Loan Portfolio Management services is eleven thousand nine hundred and seventy-eight (\$11,978.00) for services rendered under this Agreement, as defined below:

2025/2026	
Fees for Services	\$10,503.00*
Set-up fee	\$475.00
Direct Charges	\$1,000.00
Total Charges	\$11,978.00

The Fee for services includes \$875 for initial set up of the loans when SHE receives the records and information from the CITY. If the set up requires more than the estimated time, SHE will invoice the CITY for the additional labor costs.

In June of each subsequent year, SHE shall provide CITY with an estimated budget based on the size of the loan portfolio for the following year. This budget may be increased by the City Administrator, not to exceed 20% per year based on negotiations with SHE, without City Council review.

Staff Time - Loan Portfolio Management Services will be billed at the rate of \$19.00 per loan per month for amortized loans, currently estimated at [zero] loans, and at a rate of \$11.67 per loan per month for Deferred loans, currently at [75], a total of [75], with an estimated not to exceed [72] during the 2024-2025 fiscal year as long as the portfolio managed for the City is above 50 loans. If it is below that threshold, it will \$25.00 per amortized loan per month and \$15.00 per deferred loan per month. The fee includes salary and benefits, travel, and overhead including routine clerical and administrative support, office expenses, space, telephone, etc.

Direct Charges - SHE will bill for third-party reimbursement of costs such as payment of forced insurance, recording fees, title fees, and tax fees on a case-by-case basis with the approval of the City. The Direct Charges budget is an estimate based on the size of the loan portfolio. Increases in this budget may be necessary if actual costs exceed the amount budgeted.

*This pricing applies only for servicing 50 or more loans. If servicing fewer than 50 loans, the fee will increase.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$76,425.70 TO THE WATER FUND AND AWARD OF CONTRACT TO BRAXBRO, INC. FOR SCADA SYSTEM UPGRADES IN THE AMOUNT OF \$176,425.70

SUMMARY:

The City of McFarland's Public Works Department is committed to upholding City Council's priority of a sustainable infrastructure. One of the top priorities of the department is to upgrade the Water department's SCADA system.

The City's water infrastructure is controlled by SCADA which stands for Supervisory Control and Data acquisition. SCADA is a computer-based system for gathering and analyzing real time data to monitor and control equipment that deals with critical and time sensitive events.

All water infrastructure in the city is meant to run fully automated through the control of SCADA and its various components. Unfortunately, the City's SCADA system is outdated and obsolete.

With our Existing SCADA system and components being obsolete, the water operators are unable to quickly respond to emergencies and make adjustments from remote locations. This requires water operators to have to respond to the emergency in person to make adjustments at the public works office. This drastically reduces water operator response time.

Also with our SCADA components being obsolete, if any component were to fail, the city would be at great risk of having to buy a used piece of equipment to replace it since they are not produced or supported anymore. This would mean a water operator would have to be on site 24/7 to run the system, which is subject to error.

To address the aging SCADA infrastructure concerns, the Public Works Director requested our Water Engineer, Dee Jaspar and Associates to draft a Technical Memorandum outlining the immediate upgrade needs.

Dee Jaspar & Associates drafted the technical memorandum and requested pricing from the City's SCADA integrator, BraxBros Inc.

The City budgeted \$100,000 for SCADA upgrades this fiscal year. The total cost, including 20% contingency, is \$176,425.70. Because the cost of the SCADA upgrades surpasses our budget for this capital improvement project, city staff attempted to phase this project in two phases. Although phasing is possible, this will only prolong the process of upgrading our system and our upgrades will not be implemented until both phases are complete. Therefore, staff is recommending City Council approve both phases and authorize an additional appropriation of \$76,425.70 from the Water Enterprise Fund to proceed and complete this capital improvement project expeditiously.

The total operating and maintenance cost, including Tier 1 Network Cellular Data plan, Cybersecurity, Encryption, Software and Operating System upgrades, is \$9,600 annually.

SOLE SOURCE & URGENCY DETERMINATION:

Although the cost of the SCADA upgrade project meets the City's threshold for formal competitive bidding under the purchasing policy, this procurement qualifies for exemption under two categories of McFarland Municipal Code § 2.24.070 (Purchasing Methods):

- **E. Sole Source Purchases:** Commodities that can only be obtained from a single vendor, including proprietary systems or items with only one authorized distributor, are exempt from competitive bidding. BraxBro, Inc. is the City's existing SCADA system integrator, and due to the proprietary programming and integration with existing SCADA hardware and software, no other vendor can provide the required upgrades without completely replacing the system. This qualifies as a valid sole source procurement.
- **F. Urgency Purchases:** Urgency purchases include those necessary to preserve or protect life, health, or property, or to forestall a shutdown of essential public services. Given that failure of the existing SCADA components could require 24/7 manual operation of the City's water system, potentially risking service disruptions and public health impacts, this project qualifies as an urgency purchase. Pursuant to § 2.24.070(F), the City Manager may approve the urgency purchase, with subsequent Council action to appropriate the additional funds and authorize award of contract.

FINANCIAL IMPACT:

The total cost of the SCADA system upgrades is \$176,425.70, with an annual operating and maintenance cost of \$9,600 for Tier 1 Network Cellular Data, Cybersecurity, Encryption, Software, and OS upgrades. An additional appropriation of \$76,425.70 from the Water Enterprise Fund is required to fully fund the project.

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Resolution No. 2025-135, authorizing the additional appropriation of \$76,425.70 for the SCADA Upgrade CIP Project.
2. Approve award of the SCADA upgrade project to BraxBro, Inc., the City's SCADA vendor.
3. Authorize the City Manager or designee to execute all necessary documents and award the contract to BraxBro, Inc.

ATTACHMENTS:

1. SCADA Technical Memorandum & Cost
2. Water PLC_SCADA Upgrade - CIP

RESOLUTION NO. 2025-135

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$76,425.70 TO THE WATER FUND
AND AWARD OF CONTRACT TO BRAXBRO, INC. FOR SCADA SYSTEM UPGRADES IN
THE AMOUNT OF \$176,425.70**

WHEREAS, upgrading the Water Division's SCADA system is a critical infrastructure priority for the City of McFarland; and

WHEREAS, the existing SCADA system is outdated and obsolete, creating operational risks, slower emergency response times, and increased potential for service disruptions; and

WHEREAS, Dee Jaspar & Associates, the City's water engineer, prepared a Technical Memorandum outlining the immediate upgrade needs and obtained a cost proposal from BraxBro, Inc., the City's SCADA system integrator; and

WHEREAS, the total cost of the SCADA upgrades, including contingency, is \$176,425.70, exceeding the \$100,000 budgeted in the FY 2024-25 CIP, requiring an additional appropriation of \$76,425.70; and

WHEREAS, BraxBro, Inc. is the City's sole SCADA integrator, and due to the proprietary nature of the programming and hardware, the work qualifies as a sole source purchase under McFarland Municipal Code § 2.24.070(E); and

WHEREAS, this procurement also qualifies as an urgency purchase under § 2.24.070(F) due to the need to forestall potential shutdown of essential public water services and protect public health; and

WHEREAS, City Council approval is required to appropriate additional funds and award the contract for the SCADA upgrade project.

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 City Council hereby authorizes an additional appropriation of \$76,425.70 from the Water Enterprise Fund to fully fund the SCADA Upgrade Capital Improvement Project.
3. The City Council hereby approves award of the SCADA upgrade project to BraxBro, Inc. as a sole source and urgency procurement under McFarland Municipal Code § 2.24.070(E) and (F).
4. The City Council authorizes the City Manager or designee to execute all necessary documents and award the contract to BraxBro, Inc. in the amount of \$176,425.70.
5. The resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 3, 2025 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

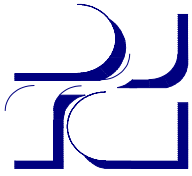
ATTEST:

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



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

TECHNICAL MEMORANDUM

PREPARED FOR: Yerlys Hernandez, Public Works Director
City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

PREPARED BY: Kristopher R. Wilcox, P.E.
Dee Jaspar and Associates, Inc.
2730 Unicorn Road, Bldg A
Bakersfield, CA 93241

DATE: September 29, 2025

SUBJECT: City SCADA System Improvement Project

INTRODUCTION

A Supervisory Control and Data Acquisition (SCADA) system combines software and hardware to create a control and monitoring system that is frequently referred to as automation technology. The system receives data from processes and related monitoring equipment – water levels, flow rates, pressures, run status, setpoints, and alarms – which supervisors and operators can utilize to control and optimize operations. The SCADA system described herein interfaces with but does not include the process and monitoring equipment to be designed and installed at each plant or facility.

The SCADA software is the computer program that helps monitor and control plant or facility operations as well as store data. The software processes data sent from microprocessors (PLC's or RTU's) that communicate with equipment such as valves, pumps, sensors, instruments, or HMI's. The SCADA software receives the data collected from the devices and facilities and processes the information and stores it in a database. The data is then displayed on screens and dashboards often in animated graphs, diagrams, and images so that operators know in real time what is happening in the system. The operators can analyze this data to determine whether operations

are running optimally, whether adjustments are needed, or if there are urgent issues through the means of alarms.

The City currently uses Ignition software (by Inductive Automation) for its SCADA system, which is installed at Browning Well, Well #6, Garzoli Well, and the 1.0 MG Storage Tank and Booster Station Facility. The Ignition platform is a modular platform with scalability and includes powerful features and core drivers to connect data and devices into one central hub. It has unlimited tags and powerful connectivity. It can connect to any major PLC and database with built-in SQL database connectivity and includes an OPC UA Server Module and core drivers such as Modbus, Allen-Bradley, and Siemens.

Ignition allows the client to select and choose the modules they desire and to combine options in the way that suits the project application the best. The software is compatible with Windows, Linux, and Mac among others. Ignition is a server software. In order to have redundancy two servers are required, however Ignition reduces the cost of the second server software 50% when being utilized in a redundant application.

RECOMMENDED SCADA SYSTEM IMPROVEMENTS

The recommended SCADA system improvements include new SCADA system hardware, software, programming, and installation.

When the City transitioned from Wonderware to Ignition, the Perspective Module, used for secure remote monitoring and control from mobile devices or computers—was not included. As a result, operators currently cannot access the SCADA system remotely.

- Recommendation: Add the Perspective Module to the Ignition platform to provide remote access functionality.

The City's existing SCADA system consists of a Main SCADA Computer and a Data Concentrator PLC located at the Public Works Office. The Main SCADA PC relies on outdated hardware, including hard disk drives for data storage and DDR3 RAM. It also operates on the same network as the rest of the City Office, which creates a dependency on the City's IT provider for troubleshooting. Since most IT providers only offer support during regular business hours, this poses a risk because the SCADA Computer is required to run continuously.

In addition, the existing Data Concentrator PLC was declared obsolete by Allen-Bradley in 2022, meaning production and manufacturer support for this model PLC have been discontinued.

- Recommendation: Furnish and install a new Main SCADA Computer and Data Concentrator PLC at the City Public Works Office, with the MAIN SCADA Computer placed on its own dedicated network with its own dedicated firewall.

The City facilities can communicate to the SCADA system by either spread spectrum radios or cellular modems. Cellular communication uses a grid of towers to communicate and Cell companies have invested a massive amount of resources towards constructing a strong infrastructure to improve reliability and keep their networks active at all times.

The advantages to cellular communication are that you do not need large towers or lightning-prone antennas to ensure line of sight and strong radio signal strength. This communication simply requires a small antenna and cell service. The disadvantages of cellular communication are the on-going costs and potential security issues. Standard cell data transmissions are online which means that there is the potential for hackers to attack the system which would require a private network or other protective measures at additional costs. However, the security issues could be solved by using a Cellcom. This type of unit has a SIM card and can run off a 12V or 24V power connection. BraxBro's Cellcom has a built-in firewall and communicates through a secure, encrypted cellular connection. This is a good alternative that allows for a back-up monitoring system to the SCADA platform and will also allow other parties to view the system operation and data without risk of impacting set points, operations, or other real-time data.

The data would be stored in the cloud so that it was secure, stored remotely, and accessible even in the event of power failure or damage at the City Public Works Office.

The City currently uses spread spectrum radios at each of their four remote sites. However, when the temporary RO Treatment System was installed at Browning Well, a Cellcom unit was installed to communicate with the SCADA system, which has since proven reliable in continuous operation.

- Recommendation: Transition from radios to cellular modems for SCADA communications and install BraxBro ITF (Interface) Units at each of the four remote sites.

The following diagram illustrates a conceptual diagram of the SCADA system.

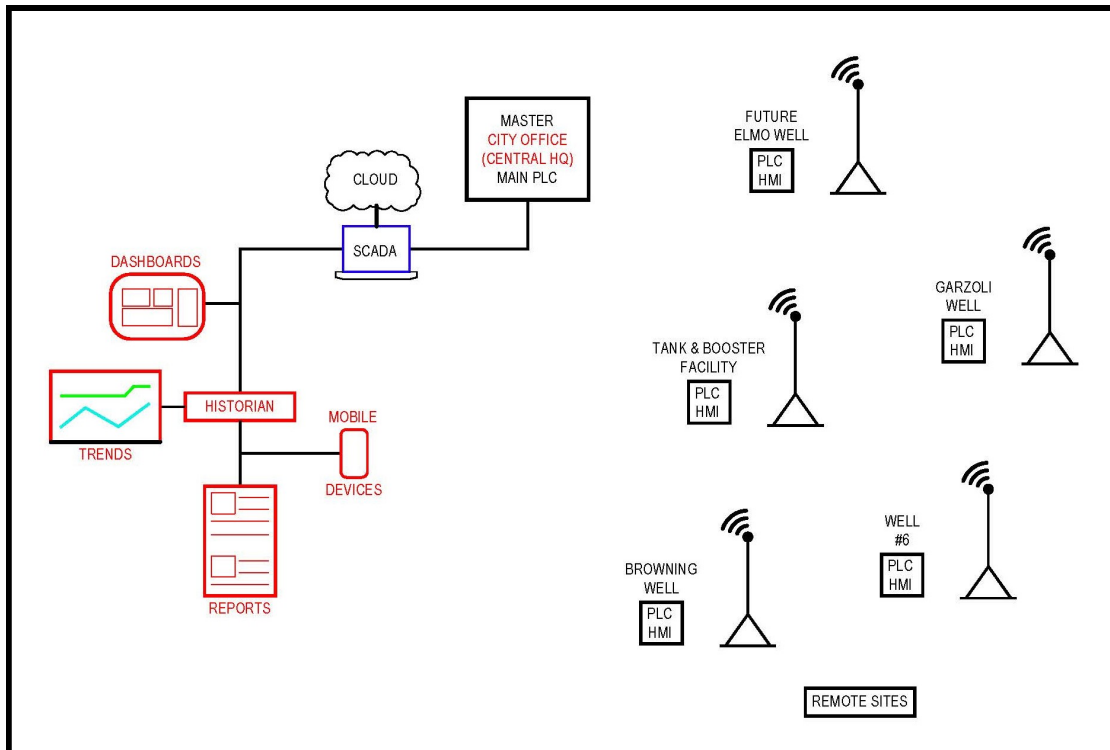


Figure 1: SCADA Diagram

Storage Tank and Booster Station Facility:

The 1.0 MG Storage Tank and Booster Station Facility, designed for off-peak filling and peak-hour pumping, is not operating as intended. As a result, City Staff have been forced to run the Storage Facility manually, which is inefficient and prevents the Storage Facility from being used as intended. In addition, the existing PLC is obsolete, lacks Ethernet connectivity, and cannot be reprogrammed.

- Recommendation: Replace the existing PLC with a new Allen Bradley CompactLogix PLC.

Garzoli Well Facility:

At the Garzoli Well Treatment Facility, operators cannot adjust chemical pretreatment setpoints for the Arsenic Removal Treatment System due to lost HMI login credentials. Attempts to recover the Username and Password login information have been unsuccessful, and the design of the HMI is such that there is no way to bypass password protection. Since chemical pretreatment process is critical to the successful operation of the arsenic treatment system, full access needs to be restored.

- Recommendation: Reprogram the existing HMI at Garzoli Well to restore full operator access.

SCADA CAPITAL COSTS

The capital costs include costs for new hardware, software, and programming. These are items discussed below, and back-up documentation is provided in the appendices. A summary table of the estimated capital costs is provided below, followed by more detailed descriptions for each item.

Capital Cost Estimate					
PHASE 1					
Item No.	Item Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
1	SCADA Software Upgrade	1	LS	\$15,715.00	\$15,715.00
2	SCADA Hardware	1	LS	\$4,000.20	\$4,000.20
3	Storage Tank PLC Replacement	1	LS	\$45,670.22	\$45,670.22
4	SCADA Cellular Communication Upgrade	4	EA	\$799.00	\$3,196.00
5	PLC Address Retrieval and I/O Documentation	1	LS	\$7,400.00	\$7,400.00
Subtotal:					\$75,981.42
20% Contingency:					\$15,196.28
Phase 1 - Estimated Capital Cost:					\$91,177.70
PHASE 2					
6	SCADA System Development & Programming	1	LS	\$63,640.00	\$63,640.00
7	Garzoli Well HMI Reprogramming	1	LS	\$7,400.00	\$7,400.00
Subtotal:					\$71,040.00
20% Contingency:					\$14,208.00
Phase 2 - Estimated Capital Cost:					\$85,248.00
Total Estimated Capital Cost:					\$176,425.70

Phase 1

1. SCADA Software Upgrade:

The recommended upgrade to the existing SCADA software is to add the Perspective Module to Ignition Pro 8.1 to allow for remote access to the SCADA system.

- The estimated cost for the software upgrade is \$15,715.00.

2. SCADA Hardware:

It is recommended that a custom-built SCADA computer and a new Data Concentrator PLC be installed at the City Public Works Office. The SCADA computer would be used solely for the operation of the SCADA system.

- The estimated cost for this hardware is \$4,000.20.

3. Storage Tank PLC Replacement:

It is recommended that the existing PLC at the 1.0 MG Storage Tank and Booster Station Facility be replaced with a new Allen Bradley CompactLogix PLC.

- The estimated cost for the PLC replacement including installation and programming is \$45,670.22.

4. SCADA Cellular Communication Upgrade:

It is recommended that Cellcom units be installed at each of the four remote sites. The estimated cost for this equipment is \$799.00 per site.

- The estimated total cost for this hardware is \$3,196.00.

5. PLC Address Retrieval and I/O Documentation:

BraxBro, Inc. has estimated 40 hours (one-week) to retrieve addresses in the existing PLC's at each of the four remote sites as well as tracing out all inputs and outputs, describing them in the PLC program, and uploading all information to the HMI programs.

- The estimated labor cost for this work is \$7,400.00.

Phase 2

6. SCADA System Development and Programming:

BraxBro, Inc. has estimated 80 hours of SCADA System developing and programming for each well site and 104 hours for the 1.0 MG Storage Tank and Booster Station Facility. This includes writing the new SCADA program and creating the SCADA screens for the Main SCADA PC at the City Public Works Office as well as the mobile SCADA screens for each of the City's four remote sites. This includes creating screens; drawing objects; creating data tags, setpoint tags, and alarm tags; mapping data tags and setpoint tags to objects; mapping alarm tags to alarms; adding selected tags to the historical database; creating new trend screens; and configuring the new connections to the PLC's on gateway.

- The estimated labor cost for this work is \$63,640.00.

7. Garzoli Well HMI Reprogramming:

BraxBro, Inc. has estimated 40 hours (one-week) to reprogram the existing HMI at Garzoli Well to restore full operator access.

- The estimated cost for the HMI reprogramming is \$7,400.00.

Total Capital Costs:

The total estimated capital cost for the three well sites, the storage tank and booster station facility, and the City Office is \$147,021.42. It is recommended that a 20% contingency be included at this time in the amount of \$29,404.28.

- The recommended project budget is therefore \$176,425.70.

SCADA O&M COSTS

The SCADA system O&M costs are annual costs that are associated with the communication network. These items are discussed below, and back-up documentation is provided in the appendices.

SCADA Software Upgrades:

There are no annual or on-going costs for the Ignition software. They do have annual costs for system maintenance and upgrades, but this is deemed not necessary if the City utilizes BraxBro, Inc. for service when necessary.

SCADA Hardware:

There are no annual or on-going costs associated with the system hardware.

SCADA Cellular Communication:

There are monthly communication and subscription costs associated with the cellular communication system and network. The monthly subscription cost is per remote site and includes the following items:

BraxBroSCADALINK Subscription:

- Cybersecurity & Encryption
- SSL/TLS certificates and Cross-Site Request Forgery Protection
- Cybersecurity Updates and Upgrades
- Software and OS Updates and Upgrades
- Scalability Remote PLC and Local Address Tags

BraxBro Cell Communications:

- 4G/LTE AT&T, Verizon, T-Mobile
- Tier 1 Data Network (First Responders Network) Public Static IP

BraxBro Data Subscription:

- Cybersecurity & Encryption
- SSL/TLS certificates and Cross-Site Request Forgery Protection
- Cybersecurity Updates and Upgrades
- Software and OS Updates and Upgrades
- Data Scalability

- US A2P 10DLC
- SCADA

The monthly subscription cost is \$200/month per site which equates to \$2,400 per site per year. This cost will increase by \$2,400/year each time a new facility is added in the future.

- The total annual O&M cost associated with the SCADA system for four remote sites is estimated at \$9,600.00.

Appendices:

Appendix A - Cost Estimates

APPENDIX A

SCADA System Cost Estimates for City Office, 1.0 MG Storage Tank & Booster Station Facility, Well #6, Garzoli Well, and Browning Well

Water PLC & SCADA Upgrade at Garzoli

Project Summary: Design, purchase and install new PLC and SCADA control panels at Garzoli Well.

Total Project Cost: \$100,000

Justification: Replace old outdated unreliable PLC and SCADA controls with new electronic controls that are easily repaired with new in stock parts. The current system is obsolete and unable to get parts, only parts available are used online with no warranty. Reduce cost of constant service calls for SCADA related issues.

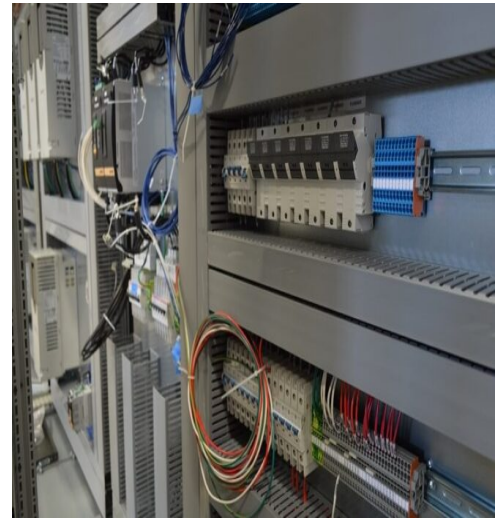
Additional Funding Requested: N/A

Goal and Policy Links: This project ties directly to the City Council's priority of sustainable infrastructure.

Project Contact: Public Works Director

Project Status: Budget/phase, to be completed in 2025-2026.

Project Costs and Funding Sources:



Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2025-26	2026-27	2027-28	2028-29	2029-30	Total
Study							\$ -
Environmental Review							\$ -
Land Acquisition							\$ -
Site Preparation							\$ -
Design							\$ -
Construction							\$ -
Construction Management							\$ -
Equipment Acquisition		\$ 100,000.00					\$ 100,000.00
Total	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00

Project Funding Sources

	Project Funding Sources						
	Prior Years	2025-26	2026-27	2027-28	2028-29	2029-30	Total
Water funds		\$ 100,000.00					\$ 100,000.00
							\$ -
							\$ -
Total	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00

Project Effect on the Operating Budget: This project will reduce maintenance costs at the lift stations.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE QUOTE FROM THE LOW BIDDER RYP CONSTRUCTION FOR THE ROUGH CARPENTRY SCOPE OF WORK FOR THE MCFARLAND ANIMAL SHELTER BUILD OUT PROJECT IN THE AMOUNT OF \$22,260 AND INCLUDING \$3,500 FOR CONSTRUCTION CONTINGENCY

SUMMARY:

The City of McFarland's Public Works Department will be assisting with the McFarland Animal Shelter build out which will include new office space, break room, exam room, meet and great and medicine room to increase efficiency with their operations.

City staff developed the layout and scope of work for the proposed improvements and prepared bid documents. This project was budgeted as part of the FY 2025-26 Capital Improvement Program (CIP) for \$88,800, and no budget appropriation is required at this time. This action is solely to award the contract to the lowest responsive and responsible bidder for the rough carpentry (framing) portion of the project.

The Public Works Director solicited quotes from licensed carpenters for the framing scope. In accordance with Municipal Code Section 2.24.070 – Purchasing Methods, Subsection B, for purchases between fifteen thousand dollars and one cent (\$15,000.01) and thirty-four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$34,999.99), the Purchasing Officer shall attempt to obtain three competitive quotations whenever reasonably possible. The City Council may award the purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation.

Three quotes were received as summarized below:

Company:	Bid Amount:
RYP Construction	\$22,260
King Lion Construction	\$32,147.28
Resilient Builders	\$48,400

RYP Construction submitted the lowest responsible and responsive quote.

FINANCIAL IMPACT:

The total estimated Financial Impact for the Rough Carpentry Scope of work for the Animal Shelter Build out is \$25,760 including construction contingency.

RECOMMENDATION:

Staff Recommends City Council approve Resolution 2025-136, approving the quote from the lowest bidder, RYP Construction, for the rough carpentry scope of work for the McFarland Animal Shelter Build Out Project in the amount of \$22,260 and including \$3,500 for construction contingency.

ATTACHMENTS:

1. McFarland Animal shelter - bid
2. King_Lion_Construction - Animal Shelter Bid
3. RYP CONSTRUCTION - animal shelter bid
4. Addition Layout R3
5. McFarland Animal Shelter - Additonal Framing Clarifications

RESOLUTION NO. 2025-136

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE QUOTE FROM THE LOW BIDDER RYP CONSTRUCTION FOR THE ROUGH
CARPENTRY SCOPE OF WORK FOR THE MCFARLAND ANIMAL SHELTER BUILD OUT
PROJECT IN THE AMOUNT OF \$22,260 AND INCLUDING \$3,500 FOR CONSTRUCTION
CONTINGENCY**

WHEREAS, The City of McFarland's Public Works Department will be assisting with the McFarland Animal Shelter build out which will include new office space, break room, exam room, meet and greet and medicine room to increase efficiency with their operations; and

WHEREAS, City staff coordinated the layout and drafted a plan and scope of work to solicit bids, and this project was budgeted in the FY 2025-26 Capital Improvement Program for \$88,800; and

WHEREAS, pursuant to Municipal Code Section 2.24.070 – Purchasing Methods, Subsection B, for purchases between \$15,000.01 and \$34,999.99, the Purchasing Officer shall attempt to obtain three competitive quotations and submit a requisition with the recommended vendor to the City Council for award; and

WHEREAS, the Public Works Director solicited quotes from licensed carpenters for the rough carpentry scope of work, and three bids were received, with RYP Construction submitting the lowest responsive and responsible bid in the amount of \$22,260; and

WHEREAS, The City Council has determined that awarding the contract to RYP Construction is in the best interest of the City;

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 City Council hereby approves the quote from RYP Construction in the amount of \$22,260 plus a construction contingency of \$3,500.
3. The City Manager or designee is authorized to sign and approve the quote and related documents for the rough carpentry scope of work.
4. The resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on

October 3, 2025 by the following vote:

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

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



Resilient Builders

C5 & B

9255 Survey Road Suite 8, Elk Grove CA, 95624

Lic.# 1064040 DIR# 1000832577

209-406-8353

September 4, 2025

Estimating Department

Re:

New Animal Shelter Building Project

City of McFarland

Kern County, California

Resilient Builders Inc. is pleased to provide you with the following proposal.

Project Scope: Framing of a new animal shelter.

We will provide labor, materials, and equipment for the following trades.

Framing (C-5).

All trades to include all associated work.

- **Take off and bid inclusions based on plans dated 02/21/2018 and prepared by Helt Engineering Inc.**

Total Price: \$48,400.00

**** Work to be completed on a reasonable schedule.****

****Subcontractor shall not be responsible for safety violations by others.****

Exclusions:

1. Any Additional work that is not listed in this proposal
2. Cost of permits
3. Provision of anchor bolts / hold down or any other embedded hardware
4. Blocking for conduits, Boxes Lights, Plugs, etc. Br
5. Painting and Patching
6. Structural Engineering Surveying
7. Engineering seismic studies
8. Utility Fees & Coordination
9. Union affiliations or agreements
10. Excluding Siding
11. Scaffolding
12. Excluding Trelis
13. Charge backs of any kind
14. Fire sprinkler piping
15. Downspouts or leaderheads
16. Payment or performance bonds if required will be an extra charge at 3%
17. Cost of payment and performance bonds
18. Roof Penetrations and Sealing of Roof Penetrations
19. Temporary Power and Maintenance of Temp Power
20. Temporary fencing and toilet
21. All overtime and/or Premium time
22. Roofing of any kind
23. Concrete replacement
24. Storm drainage
25. Ceiling access doors

Terms: In progress payments billed at the end of the month are due the 10th of the following month

- 1. Pricing provided is subject to review and adjustment if not accepted with the ten days or if the project start date is delayed. Labor and insurance increases will be incorporated as will any increase in material costs.**
- 2. Prevailing party in any dispute shall be entitled to recover their own attorney fees including collection costs.**
- 3. This proposal is to be made part of the subcontract or contract agreement.**
- 4. This Proposal may be withdrawn if not accepted & signed within 15 days.**

Accepted By:_____
Signature

Date: _____

ESTIMATE

King Lion Construction, INC.
LIC#1112607
10260 CASEY AVE
Delano, CA 93215

jason@kinglionconstruction.com
+1 (661) 247-0571
kinglionconstruction.com



CITY OF McFARLAND:Animal Shelter Wood Framing

Bill to
CITY OF McFARLAND
401 W. KERN AVE
McFARLAND, CA 93215

Estimate details
Estimate no.: 1068
Estimate date: 09/26/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	(PREVAILING WAGE) (PO NUMBER:) Animal Shelter interior wall framing using lumber: • Perimeter walls are 2"x6" @ 16"OC • Interior partition Walls are 2x4 @ 16" OC • (7) framed door openings 3'x7' • 2x6 ceiling joist @ 16" OC • 5/8" plywood at top of ceiling - include edge and field nailing • All hardware per code including simpson titan HD Screw Anchors 5/8" @ 48" OC.	1	\$32,147.28	\$32,147.28
Total					\$32,147.28

Accepted date

Accepted by

[illegible]

Page 53 of 122

McFarland Animal Shelter – Additional Framing Notes

- 2x6 walls – 185 ln. feet(all 4 perimeter walls since its just a metal building)
- 2x4 walls - 70 ln. feet
- Top of stud 9'-6" (joist to land on top of walls) Rim joist
- Ceiling height 9' (We want to match wall height of existing offices)
- Please include cost for blocking at walls
- No special backing for cabinets as of yet(we don't have cabinetry chosen for this project yet)
- There are 5 (new) framed openings for new doors at offices. The other (3) are for the existing openings for exterior doors.

Please see attached as-built plans for the existing Metal building



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No 2025-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING THE TDA ARTICLE 3 PROJECT AS A CAPITAL IMPROVEMENT PROJECT IN THE BUDGET AND APPROVING AN APPROPRIATION FOR THE PRELIMINARY ENGINEERING AND CONSTRUCTION IN THE AMOUNT OF \$202,500

SUMMARY:

The City of McFarland's Public works Department responded to the Kern Council of Governments call for projects for the TDA article 3 project. TDA Article 3 is a grant opportunity that allows cities to Claim a no match grant for Bicycle and Pedestrian Improvements.

On June 13, 2025 the City of McFarland submitted a grant application for the TDA Article 3 grant opportunity to Kern COG for in-fill sidewalk at various locations for pedestrian improvements. On July 23, 2025, The City of McFarland received notice from Kern COG that the application submitted was successfully accepted and awarded a no match grant in the Amount \$202,500.

The Public Works Department wishes to commence with preliminary engineering on this Project in Fiscal year 2025-2026, therefore requesting the City Council approve an appropriation for preliminary engineering and construction cost for this project.

FINANCIAL IMPACT:

There is no financial Impact to the General Fund as this project will be fully funded by the TDA Article 3 grant.

RECOMMENDATION:

Staff recommends City Council Approve Resolution 2025-137 adopting the tda article 3 project as a capital improvement project in the budget and approving an appropriation for the preliminary engineering and construction in the amount of \$202,500.

ATTACHMENTS:

1. TDA article 3 application - Redacted- signed
2. TDA Article 3 Award letter McFarland -Redacted- 7 23 25

RESOLUTION NO. 2025-138

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING
THE TDA ARTICLE 3 PROJECT AS A CAPITAL IMPROVEMENT PROJECT IN THE
BUDGET AND APPROVING AN APPROPRIATION FOR THE PRELIMINARY
ENGINEERING AND CONSTRUCTION IN THE AMOUNT OF \$202,500**

WHEREAS, The City of McFarland's Public works Department responded to the Kern Council of Governments call for projects for the TDA article 3 project. TDA Article 3 is a grant opportunity that allows cities to Claim a no match grant for Bicycle and Pedestrian Improvements. And;

WHEREAS, On June 13, 2025 the City of McFarland submitted a grant application for the TDA Article 3 grant opportunity to Kern COG for in-fill sidewalk at various locations for pedestrian improvements. And;

WHEREAS, On July 23, 2025, The City of McFarland received notice from Kern COG that the application submitted was successfully accepted and awarded a no match grant in the Amount \$202,500. And;

WHEREAS, The Public Works Department wishes to commence with preliminary engineering on this Project in Fiscal year 2025-2026, therefore requesting the City Council approve an appropriation for preliminary engineering and construction cost for this project. And;

WHEREAS, City Council Approves Resolution 2025-137 Adopting the TDA Article 3 as a Capital Improvement Project.

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 City Council approves and adopts the TDA Article 3 Project as a Capital Improvement Project and approves the use of the provided appropriation from the grant for Preliminary Engineering and Construction.
3. The resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 3, 2025 by the following vote:

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

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.

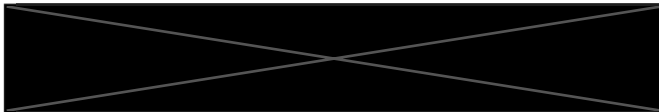
APPROVED AS TO FORM:

Nathan Hodges, City Attorney

Transmitted via email to: ienriquez@kerncog.org

June 13, 2025

Kern Council of Governments



RE: 2025 Transportation Development Act Article 3 Program Applications

Dear Ms. Enriquez:

Attached is an application from the City of McFarland for the Transportation Development Act Article 3 Program. The application is for **\$202,500.00 for the McFarland – In-fill Sidewalk Improvements – Various Locations – Phase 1.**

Please contact Juan Pantoja at  if you have any questions. Thank you.

Sincerely,



Yerlys Hernandez
Public Works Director

Cc: Juan M. Pantoja – Contract Engineer

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
II. Part I
Claimant Information
(Include this sheet with each application)

A. Claimant

Agency: City of McFarland

Mailing Address 

Office Address 

City/State/Zip 

 FAX: _____ E-mail 

B. Contact Person

Name: Juan M. Pantoja

Title: Sr. Civil Engineer

Department: BHT Engineering Inc.

Office Address 

City/State/Zip code: 

Telephone  FA  E-mail 

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim

II. Part 2

Financial Assurances

(Include this sheet with each application)

Claimant: City of McFarland

Fiscal Year 2025-2026

A. Claim: Claimant hereby claims, subject to the approval of the Kern Council of Governments, Local Transportation Funds apportioned pursuant to California Public Utilities Code Section 99233.3 in the amount of \$202,500.00.

B. Compliance Assurances: Claimant hereby certifies that as a condition of receiving funds pursuant to California Public Utilities Code Section 99234 it will ensure that:

1. All funds will be expended in compliance with the requirements of Public Utilities Code Section 99234, applicable California administrative regulations and the Kern Council of Government's Transportation Development Act Rules and Regulations.
2. All funds will be expended in accordance with project description(s) and budget(s) describe in this claim, attached hereto and made a part hereof, by this reference.

These assurances are given in consideration and for the purpose of obtaining funds apportioned for bicycle and pedestrian uses pursuant to Public Utilities Code, Division 10, Part 11, Chapter 4 of the State of California.

The person whose signature appears below has been authorized to provide the assurances cited above and prepare, submit and execute this claim on behalf of the claimant.

By: _____
Signature

Date: 6/12/2025

Title: Public Works Director

C. Financial Assurances: I hereby attest to the reasonableness and accuracy of the financial information presented in this claim on behalf of the claimant and assure that the funds will be expended in accordance with the proposed budget.

By: _____
Signature

Date: 6/12/2025

Title: Public Works Director

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim

Part III

Facilities/Project Description

(Include this sheet with each project proposal)

- A. Project Title: McFarland - In-fill Sidewalk Improvements – Various Locations – Phase 1.
- B. Project Description: "The project will construct in-fill sidewalk improvements at various locations within the City of McFarland. Each completed phase will enhance pedestrian safety and close infrastructure gaps by adding new sidewalks where none currently exist. These improvements will provide safer and more convenient routes for students and residents traveling to schools, parks, commercial centers, the public library, medical services, City Hall, and the Police Department. This infrastructure project includes the installation of new sidewalks, curb ramps, and driveway approaches to improve mobility, safety, and accessibility for pedestrians."
- C. Location: Phase 1 - In the City of McFarland – Various Locations
(See attached map)
- D. When will this project be completed? December 2026
- E. What agency is responsible for maintenance of this project? City of McFarland
- F. Budget:
- | | |
|---|-----------------------------|
| Design and Engineering | \$ <u>26,600.00</u> |
| Construction | \$ <u>147,800.00</u> |
| Equipment and Installation | \$ <u>0</u> |
| Other (Specify) <u>Advertising /Const. Management</u> | \$ <u>28,100.00</u> |
| TOTAL COST | \$ <u>202,500.00</u> |

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part IV. Project Evaluation
Bicycle Parking Facility Criteria

A. Location where the bicycle rack or bicycle locker will be installed: Not Applicable

B. Currently Available Parking Spaces at the Project Location:

Automobile _____

Bicycle _____

C. Maximum Funding:

Each eligible jurisdiction may claim up to \$3,000 annually. Jurisdictions may claim additional allocations with permission from donor jurisdictions. Total program funding for bicycle parking shall not exceed \$36,000 annually.

Part V. Project Evaluation
Bicycle Safety Program

A. Proposed activities for this bicycle safety program: Not Applicable

B. Maximum Funding:

Each eligible jurisdiction may claim up to \$2,000 annually. Jurisdictions may claim additional allocations with permission from donor jurisdictions. Total program funding for bicycle safety shall not exceed \$24,000 annually.

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part V. Project Evaluation
Bicycle Travel Facilities Criteria

A. PLANNING AND DESIGN

1. The proposed facility must conform to the Highway Design Manual, Chapter 1000, Bikeway Planning and Design Criteria.

B. SAFETY

1. There have been_____ accidents involving bicycles in the corridor to be served by the proposed facility during the last three (3) years.

- 1a. Source of information concerning accidents: _

<u>Facility Class</u>	<u>Accident Range</u>	<u>Points</u>
II & III	0-2	5
II & III	3-5	10
II & III	6 or more	15
I	Not Applicable	15

2. The most recent count of average daily traffic on the corridor proposed for the bicycle travel facility is _____ADT.

- 2a. Source of information on Average Daily Traffic:

<u>Facility Class</u>	<u>Average Daily Traffic</u>	<u>Points</u>
II & III	Less than 2,000	5
II & III	2,001 to 8,000	10
II & III	8,001 to 15,000	15
II & III	More than 15,000	20
I	Not applicable	20

3. Existing facilities standards

Existing facility complies with all Caltrans design and operational standards	0 points
Existing facility has some Caltrans design and operational deficiencies (i.e. narrow shoulder, high traffic volumes, etc.)	2 points
Existing facility is unsafe according Caltrans design standards (i.e. no shoulder, bicycles and pedestrians in travel way, etc.)	5 points

B: SAFETY TOTAL _____

C: NEED

1. The proposed project is within 1/4 mile (1,320 feet) of the following attractions:

<u>Number</u>	<u>Attraction Type</u>	<u>Points</u>	<u>Number X Points</u>
_____	School	6	_____
_____	Commercial Center	5	_____
_____	Office/Industrial Sites	5	_____

Note: The number of schools and other attractions within the 1/4 mile (1,320 foot) corridor shall be allocated points on the following basis:

Schools: 6 points each (no limit)

Commercial Centers: 5 points per 10,000 square feet of store area. (Maximum 20 points)

Office/Industrial Sites: 5 points per 20 employees per each site. (Maximum 20 points)

C: NEED TOTAL _____

D: SYSTEM IMPROVEMENT AND CONTINUITY

1. Does the proposed project eliminate gaps in the bikeway system or serves as a link between communities or other systems?

Yes 10 points

No 0 points

2. Does the proposed project upgrade the bicycle travel facility system in any of the following manners?

<u>Description</u>	<u>Facility Class</u>	<u>Points</u>
Eliminates on-street parking	III	10
Provide a physical barrier for bicycles	II	10
Separates bicycles from automobile traffic	I	10
D: SYSTEM IMPROVEMENT AND CONTINUITY TOTAL		

E. LOCAL MATCHING FUNDS

1. Percentage of total cost:

<u>Percentage of Total Cost</u>	<u>Points</u>
No match	0 points
Greater than 0% but less than 5%	5 points
5% but less than 10%	10 points
10% but less than 15%	15 points
Greater than 15%	20 points

2. Source of matching funds: _

E: LOCAL MATCHING FUNDS TOTAL

F: TOTAL POINTS (B + C + D + E) =

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part V. Project Evaluation Criteria
Pedestrian Facilities Criteria

A. PROJECT ELIGIBILITY

1. Does the proposed project represent only **new** sidewalks or pedestrian bridges on or across arterial or collector streets, freeways, expressways or railroads? YES **NO**
2. If the proposed facility is planned to occupy a right-of-way other than that of the local jurisdiction, have proper permits or other written permission been obtained? YES NO

B. SAFETY

1. There have been 0 Traffic accidents involving pedestrians in the proposed project Corridor during the last three (3) years.

1a. Source of information concerning accidents "TIMS Transportation Injury Mapping System"

No. of Accidents	Points
------------------	--------

0

0

1 or 2

5

3 to 5

10

More than 6

15

2. The most recent count of average daily traffic on the corridor proposed for the pedestrian Facility is 7,077 ADT.

2a. Source of information on Average Daily Traffic "Kern COG - Regional Traffic Count - 2024".

Average Daily Traffic	Points
-----------------------	--------

Less than 2,000

5

2,001 to 8,000

10

8,001 to 15,000

15

More than 15,000

20

3. Existing facilities standards

Existing facility complies with all Caltrans design and operational standards 0 points

Existing facility has some Caltrans design and operational deficiencies
(i.e. narrow shoulder, high traffic volumes, etc.) 2 points

Existing facility is unsafe according Caltrans design standards
(i.e. no shoulder, bicycles and pedestrians in travel way, etc.) 5 points

B: SAFETY TOTAL 12

C: NEED

1. The proposed project is within 1/4 mile (1,320 feet) of the following attractions:

<u>Number</u>	<u>Attraction Type</u>	<u>Points</u>	<u>Number X Points</u>
<u>3</u>	School	6	<u>18</u>
<u>10+ @</u> <u>Downtown Area</u>	Commercial Center	5	<u>20</u>
<u>10+ @</u> <u>Downtown Area</u>	Office/Industrial sites	5	<u>20</u>

Note: The number of schools and other attractions within the 1/4 mile (1,320 foot) corridor shall be allocated points on the following basis:

Schools: 6 points each (no limit)

Commercial Centers: 5 points per 10,000 square feet of store area. (Maximum 20 points)

Office/Industrial Sites: 5 points per 20 employees per each site. (Maximum 20 points)

C: NEED TOTAL 52

D: SYSTEM IMPROVEMENT AND CONTINUITY

1. Does the proposed project eliminate gaps in the pedestrian system or serves as a link between communities or other systems?

YES

No

10 points

0 points

Does the proposed project upgrade the pedestrian facility system in any of the following manners?

<u>Upgrade Description</u>	<u>Points</u>
Provide a physical barrier for pedestrians	10
Separates pedestrians from automobile traffic	10

D: SYSTEM IMPROVEMENT AND CONTINUITY TOTAL 10

E. LOCAL MATCHING FUNDS

<u>Percentage of Total Cost</u>	<u>Points</u>
No match	0 points
Greater than 0% but less than 5%	5 points
5% but less than 10%	10 points
10% but less than 15%	15 points
Greater than 15%	20 points

1. Source of matching funds: _____

E: MATCHING FUNDS TOTAL 0

F: TOTAL POINTS (B + C + D + E) = 80

TDA Article 3 - Sidewalk Locations



LEGEND

- Phase 1 - This project
- Phase 2 - Future
- Phase 3 - Future



Project Description: The project will construct in-fill sidewalk improvements at various locations within the City of McFarland. Once completed, it will enhance pedestrian safety and close infrastructure gaps by adding new sidewalks where none currently exist. These improvements will provide safer and more convenient routes for students and residents traveling to schools, parks, commercial centers, the public library, medical services, City Hall, and the Police Department. This infrastructure project includes the installation of new sidewalks, curb ramps, and driveway approaches to improve mobility, safety, and accessibility for pedestrians.

CITY OF McFARLAND
2025 - TDA ARTICLE 3 CALL FOR PROJECTS
IN-FILL SIDEWALK - VARIOUS LOCATIONS - PHASE 1
2nd St., 5th St., 6th St., & W. Sherwood Ave.
PRELIMINARY ENGINEER'S ESTIMATE

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, CUT & HAUL-OFF EXCESS MATERIAL	L.S.	1	\$ 20,000.00	\$ 20,000.00
2	INSTALL CURB & GUTTER - (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	L.F.	33	\$ 120.00	\$ 3,960.00
3	INSTALL SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	4,720	\$ 10.00	\$ 47,200.00
4	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	2	\$ 4,000.00	\$ 8,000.00
5	INSTALL 6" THICK RESIDENTIAL DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	519	\$ 15.00	\$ 7,785.00
6	INSTALL 8" THICK CONCRETE X-GUTTER/ALLEY DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	380	\$ 30.00	\$ 11,400.00
7	CLASS 2 AGGREGATE BASE - UNDER NEW X-GUTTER/APRON	TONS	29	\$ 250.00	\$ 7,250.00
8	MINOR HMA - PAVEMENT TIE-IN w/ FOG SEAL	TONS	1	\$ 3,000.00	\$ 3,000.00
9	ADJUST WATER METER	EA.	0	\$ 150.00	\$ -
10	ADJUST IRRIGATION LINE	L.F.	240	\$ 10.00	\$ 2,400.00
11	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 15,000.00	\$ 15,000.00
12	PREPARE AND IMPLEMENT STORMWATER SOILS LOSS PREVENTION PLAN	L.S.	1	\$ 2,500.00	\$ 2,500.00

Construction Items Subtotal: \$ 128,500.00

Contingency (15%): \$ 19,300.00

Construction Items Total: \$ 147,800.00

Preliminary Engineering: \$ 26,600.00

Advertising: \$ 1,500.00

Construction Management/Materials Testing: \$ 26,600.00

Total Estimated TDA Project Cost \$ 202,500.00

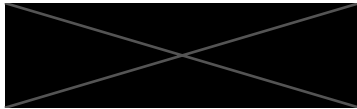
Updated: 06/12/25

By: JMP



July 23, 2025

Mr. Juan Pantoja



Dear Mr. Pantoja:

We are pleased to inform you that the City of McFarland has been awarded one (1) project through the Transportation Development Act Article 3 Program, administered by the Kern Council of Governments. The awards were made at the Council's meeting of July 18, 2024. The funding for the allocated projects is as follows:

Project ID: 

Funding Amount: \$202,500.00

Project Name: In-fill Sidewalk Improvements-various locations

To claim these allocations, the Kern Council of Governments must be notified, in writing when requesting funding. The request must include substantiation of expenditure, such as a construction contract, or a sales receipt. Please reference the corresponding Project ID number for each project when submitting the request for payment.

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

Sincerely,

Irene Enriquez

Irene Enriquez
Regional Planner

cc: Yerlys Hernandez



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND IN THE AMOUNT OF \$42,805.00 TO COVER SALES TAX AND PENALTIES FOR OUT-OF-STATE POLICE VEHICLE PURCHASES

SUMMARY:

Over the last three years, the McFarland Police Department has been in the process of rebuilding the patrol fleet. Due to the poor condition of the police vehicle fleet and the extensive costs of repairs to the aging fleet, newer vehicles were needed immediately. The MPD located Phil Long Ford in Denver, Colorado as a vendor with a large inventory of patrol vehicles ready for purchase with the same guaranteed government pricing as purchasing locally.

Acquiring new patrol vehicles can be a lengthy process due to several factors. Police vehicles can be purchased through an ordering process for two weeks in June. This is true of every car manufacturer in the United States. The ordered vehicles are then placed in order of the number of vehicles needed and a waiting list is established for the vehicles to be built.

Following the acquisition, the vehicles were placed into service; however, due to staffing transitions, the vehicle registration process was delayed. As a result, the required California sales taxes were not remitted at the time of purchase, and penalties subsequently accrued. The total amount now owed to the California Department of Motor Vehicles for sales tax and penalties is \$42,805.00.

To resolve this matter and ensure continued compliance, staff recommends a budget adjustment to appropriate \$42,805.00 to the General Fund to the Police Department budget to cover these costs.

FINANCIAL IMPACT:

The total financial impact is \$42,805.00. This action would authorize a budget adjustment to the General Fund to the Police Department budget to cover the sales tax and penalties owed. No other appropriations would be affected.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution authorizing a budget adjustment in the amount of \$42,805.00 to the General Fund to the Police Department budget to pay the outstanding sales tax and penalties associated with out-of-state vehicle purchases.

ATTACHMENTS:

1. DMV receipt
2. Vehicle Registration 09.26.25- redacted

RESOLUTION NO. 2025-137

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND IN THE AMOUNT
OF \$42,805.00 TO COVER SALES TAX AND PENALTIES FOR OUT-OF-STATE POLICE
VEHICLE PURCHASES**

WHEREAS, the McFarland Police Department has undertaken efforts to replace its aging and unreliable patrol vehicle fleet to ensure the safety and efficiency of police operations; and

WHEREAS, due to limited manufacturer ordering windows, the City identified Phil Long Ford of Denver, Colorado, as a vendor with available inventory of police vehicles at guaranteed government pricing, enabling timely acquisition; and

WHEREAS, the City subsequently purchased several vehicles from Phil Long Ford, but delays in registration processing resulted in the accumulation of outstanding sales tax liabilities and penalties totaling \$42,805.00; and

-

WHEREAS, payment of the outstanding sales taxes and penalties is required to register the vehicles in California and maintain compliance with state law; and

WHEREAS, a budget adjustment to the General Fund is necessary to appropriate sufficient funding within the Police Department budget to cover this cost.

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 authorizes a budget adjustment to the General Fund in the amount of \$42,805.00 to the Police Department budget to cover the outstanding sales tax and penalties for out-of-state vehicle purchases.
2. The City Manager, or his designee, is authorized to take all necessary actions to process payment to the California Department of Motor Vehicles and finalize vehicle registrations.
3. The City Council reaffirms Phil Long Ford as an approved vendor for future police vehicle purchases in accordance with the City's purchasing policies and applicable law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 3, 2025 by the following vote:

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

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



BUNDLE RECONCILIATION REPORT

SUBMITTER: MCFARLAND PD/CY MCFARLAND
401 W KERN AVE

BUNDLE NUMBER: 09400
CUSTOMER ID: X00000

PAGE: 1

MCFARLAND 93250

PHONE: 661 792-2121

REPORT DATE: 09/26/25
DATE FEE RCVD: 09/26/25

SEQ	NO.	NAME	VIN	LICENSE	ID	TTC	RATER	RDP/	SUSPENSE	UNIT	CREDITS	CASH	TOTAL	AMOUNT
													SUBMITTED	RATED FEES
	0010	CY MCFARLA	525	1709008	20	C00							\$ 3211.00	\$ 3211.00
	0011	CY MCFARLA	184	1709009	20	C00							\$ 3211.00	\$ 3211.00
	0012	CY MCFARLA	512	1709010	20	C00							\$ 3211.00	\$ 3211.00
	0013	CY MCFARLA	415	1709011	20	C00							\$ 3211.00	\$ 3211.00
	0014	CY MCFARLA	783	1709012	20	C00							\$ 3846.00	\$ 3846.00
	0015	CY MCFARLA	011	1709013	20	C00							\$ 7063.00	\$ 7063.00
	0016	CY MCFARLA	540	1709043	20	C00							\$ 5289.00	\$ 5289.00
	0017	CY MCFARLA	381	1709044	20	C00							\$ 4411.00	\$ 4411.00
	0018	CY MCFARLA	874	1709045	20	C00							\$ 4411.00	\$ 4411.00
	0019	CY MCFARLA	179	1709046	20	C00							\$ 4411.00	\$ 4411.00

OFFICE ID: 682
CASHIER'S ID: 20
DATE CASHIERED: 09/26/25

TOTAL SUBMITTED: \$ 42805.00
TOTAL RECEIPTED: \$ 42275.00
HO REFUND \$ 530.00



VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees****GRAND TOTAL REGISTRATION FEES****\$5,918.00****TOTAL USE/SALES TAX****\$3,211.00****TOTAL REGISTRATION FEES****\$2,707.00**

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	210.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	12.00
Alt Fuel/Tech Smog Fee	16.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	9.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	236.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
1st Prior Year Smog Abatement Fee	2.00
1st Prior Year Smog High Polluter Repair Fee	4.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
2nd Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
2nd Prior Year Registration	65.00

ITEM	FEE
2nd Prior Year California Highway Patrol	30.00
2nd Prior Year Vehicle License Fee	262.00
2nd Prior Year County Service Authority for Freeway Emergencies Fee	1.00
2nd Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
2nd Prior Year Valley Air Quality	18.00
2nd Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	129.00
Transportation Improvement Fee 1st Prior Year	194.00
Transportation Improvement Fee 2nd Prior Year	177.00
Use/Sales Tax	2,919.00
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
Current Registration Penalty	30.00
CHP Penalty	180.00
Current Vehicle License Fee Penalty	84.00
1st Prior Year Registration Penalty	50.00

ITEM	FEE
1st Prior Year Vehicle License Fee Penalty	189.00
2nd Prior Year Registration Penalty	100.00
2nd Prior Year Vehicle License Fee Penalty	419.00
Use/Sales Tax Penalty	292.00

Your Entry

VEHICLE INFORMATION	Automobile / 2022 / Gas
PURCHASED INFORMATION	\$40,260.00 / Mar 20, 2023 / Out of State Dealer
USE/SALES TAX CREDIT	\$0.00
FIRST OPERATED IN CALIFORNIA	Mar 20, 2023
HOME ADDRESS INFORMATION	Kern / McFarland / 93250
DATE CALCULATED	Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- [Registration Fees](#)
- [Smog Abatement/High Polluter Fees](#)

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VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees****GRAND TOTAL REGISTRATION FEES****\$5,918.00****TOTAL USE/SALES TAX****\$3,211.00****TOTAL REGISTRATION FEES****\$2,707.00**

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ITEM	FEE
1st Prior Year Vehicle License Fee Penalty	189.00
2nd Prior Year Registration Penalty	100.00
2nd Prior Year Vehicle License Fee Penalty	419.00
Use/Sales Tax Penalty	292.00

Your Entry

VEHICLE INFORMATION	Automobile / 2022 / Gas
PURCHASED INFORMATION	\$40,260.00 / Mar 20, 2023 / Out of State Dealer
USE/SALES TAX CREDIT	\$0.00
FIRST OPERATED IN CALIFORNIA	Mar 20, 2023
HOME ADDRESS INFORMATION	Kern / McFarland / 93250
DATE CALCULATED	Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- [Registration Fees](#)
- [Smog Abatement/High Polluter Fees](#)

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VEHICLE REGISTRATION FEE CALCULATOR

New Resident Fees

Fees

GRAND TOTAL REGISTRATION FEES**\$5,918.00****TOTAL USE/SALES TAX****\$3,211.00****TOTAL REGISTRATION FEES****\$2,707.00****ITEM****FEE**

Current Registration

71.00

Current California Highway Patrol

32.00

Current Vehicle License Fee

210.00

Current County Service Authority for Freeway Emergencies Fee

1.00

Current Smog Abatement Fee

2.00

Current Smog High Polluter Repair Fee

4.00

Original Smog Abatement

12.00

Alt Fuel/Tech Smog Fee

16.00

Current Auto Theft and/or DUI Crime Deterrence Program

1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	9.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	236.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
1st Prior Year Smog Abatement Fee	2.00
1st Prior Year Smog High Polluter Repair Fee	4.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
2nd Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
2nd Prior Year Registration	65.00

ITEM	FEE
2nd Prior Year California Highway Patrol	30.00
2nd Prior Year Vehicle License Fee	262.00
2nd Prior Year County Service Authority for Freeway Emergencies Fee	1.00
2nd Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
2nd Prior Year Valley Air Quality	18.00
2nd Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	129.00
Transportation Improvement Fee 1st Prior Year	194.00
Transportation Improvement Fee 2nd Prior Year	177.00
Use/Sales Tax	2,919.00
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
Current Registration Penalty	30.00
CHP Penalty	180.00
Current Vehicle License Fee Penalty	84.00
1st Prior Year Registration Penalty	50.00

ITEM	FEE
1st Prior Year Vehicle License Fee Penalty	189.00
2nd Prior Year Registration Penalty	100.00
2nd Prior Year Vehicle License Fee Penalty	419.00
Use/Sales Tax Penalty	292.00

Your Entry

VEHICLE INFORMATION**PURCHASED INFORMATION****USE/SALES TAX CREDIT****FIRST OPERATED IN CALIFORNIA****HOME ADDRESS INFORMATION****DATE CALCULATED**

Automobile / 2022 / Gas

\$40,260.00 / Mar 20, 2023 / Out of State Dealer

\$0.00

Mar 20, 2023

Kern / McFarland / 93250

Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- Registration Fees
- Smog Abatement/High Polluter Fees

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VEHICLE REGISTRATION FEE CALCULATOR

New Resident Fees

Fees

GRAND TOTAL REGISTRATION FEES**\$6,191.00****TOTAL USE/SALES TAX****\$4,376.00****TOTAL REGISTRATION FEES****\$1,815.00**

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	283.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	6.00
Alt Fuel/Tech Smog Fee	8.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	6.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	314.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	194.00
Transportation Improvement Fee 1st Prior Year	194.00
Use/Sales Tax	3,496.00
City Vehicle Use/Sales Tax	482.00

ITEM	FEE
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
Current Registration Penalty	30.00
CHP Penalty	80.00
Current Vehicle License Fee Penalty	113.00
1st Prior Year Registration Penalty	50.00
1st Prior Year Vehicle License Fee Penalty	251.00
Use/Sales Tax Penalty	350.00
City Vehicle Use/Sales Tax Penalty	48.00

Your Entry

VEHICLE INFORMATION

PURCHASED INFORMATION

USE/SALES TAX CREDIT

FIRST OPERATED IN CALIFORNIA

HOME ADDRESS INFORMATION

DATE CALCULATED

Automobile / 2024 / Gas

\$48,215.00 / Mar 26, 2024 / Out of State Dealer

\$0.00

Mar 26, 2024

Kern / McFarland / 93250

Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- [Registration Fees](#)
- [Smog Abatement/High Polluter Fees](#)

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VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees**

GRAND TOTAL REGISTRATION FEES	\$7,302.00
TOTAL USE/SALES TAX	\$5,289.00
TOTAL REGISTRATION FEES	\$2,013.00

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	341.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	6.00
Alt Fuel/Tech Smog Fee	8.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	6.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	379.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	194.00
Transportation Improvement Fee 1st Prior Year	194.00
Use/Sales Tax	4,225.00
City Vehicle Use/Sales Tax	583.00

ITEM	FEE
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
Current Registration Penalty	30.00
CHP Penalty	80.00
Current Vehicle License Fee Penalty	136.00
1st Prior Year Registration Penalty	50.00
1st Prior Year Vehicle License Fee Penalty	303.00
Use/Sales Tax Penalty	423.00
City Vehicle Use/Sales Tax Penalty	58.00

Your Entry

VEHICLE INFORMATION	Automobile / 2024 / Gas
PURCHASED INFORMATION	\$58,270.00 / Mar 26, 2024 / Out of State Dealer
USE/SALES TAX CREDIT	\$0.00
FIRST OPERATED IN CALIFORNIA	Mar 26, 2024
HOME ADDRESS INFORMATION	Kern / McFarland / 93250
DATE CALCULATED	Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- [Registration Fees](#)
- [Smog Abatement/High Polluter Fees](#)

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VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees**

GRAND TOTAL REGISTRATION FEES	\$5,894.00
TOTAL USE/SALES TAX	\$4,411.00
TOTAL REGISTRATION FEES	\$1,483.00

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	285.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	6.00
Alt Fuel/Tech Smog Fee	8.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	6.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	317.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	194.00
Transportation Improvement Fee 1st Prior Year	194.00
Use/Sales Tax	3,524.00
City Vehicle Use/Sales Tax	486.00

ITEM	FEE
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
CHP Penalty	30.00
1st Prior Year Registration Penalty	30.00
1st Prior Year Vehicle License Fee Penalty	127.00
Use/Sales Tax Penalty	352.00
City Vehicle Use/Sales Tax Penalty	49.00

Your Entry

VEHICLE INFORMATION	Automobile / 2024 / Gas
PURCHASED INFORMATION	\$48,610.00 / Oct 10, 2024 / Out of State Dealer
USE/SALES TAX CREDIT	\$0.00
FIRST OPERATED IN CALIFORNIA	Oct 10, 2024
HOME ADDRESS INFORMATION	Kern / McFarland / 93250
DATE CALCULATED	Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- [Registration Fees](#)
- [Smog Abatement/High Polluter Fees](#)

Help us improve our online services. Please take a moment to complete a brief [Survey](#).

VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees**

GRAND TOTAL REGISTRATION FEES	\$5,894.00
TOTAL USE/SALES TAX	\$4,411.00
TOTAL REGISTRATION FEES	\$1,483.00

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	285.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	6.00
Alt Fuel/Tech Smog Fee	8.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

Session Expiration: 03:54

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	6.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	317.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	194.00
Transportation Improvement Fee 1st Prior Year	194.00
Use/Sales Tax	3,524.00
City Vehicle Use/Sales Tax Session Expiration: 09/24	486.00

ITEM	FEE
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
CHP Penalty	30.00
1st Prior Year Registration Penalty	30.00
1st Prior Year Vehicle License Fee Penalty	127.00
Use/Sales Tax Penalty	352.00
City Vehicle Use/Sales Tax Penalty	49.00

Your Entry

VEHICLE INFORMATION

Automobile / 2024 / Gas

PURCHASED INFORMATION

\$48,610.00 / Oct 10, 2024 / Out of State Dealer

USE/SALES TAX CREDIT

\$0.00

FIRST OPERATED IN CALIFORNIA

Oct 10, 2024

HOME ADDRESS INFORMATION

Kern / McFarland / 93250

DATE CALCULATED

Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- Registration Fee: 03:54
- Smog Abatement/High Polluter Fees

Help us improve our online services. Please take a moment to complete a brief Survey.

Session Expiration: 03:54

VEHICLE REGISTRATION FEE CALCULATOR**New Resident Fees****Fees**

GRAND TOTAL REGISTRATION FEES	\$5,894.00
TOTAL USE/SALES TAX	\$4,411.00
TOTAL REGISTRATION FEES	\$1,483.00

ITEM	FEE
Current Registration	71.00
Current California Highway Patrol	32.00
Current Vehicle License Fee	285.00
Current County Service Authority for Freeway Emergencies Fee	1.00
Current Smog Abatement Fee	2.00
Current Smog High Polluter Repair Fee	4.00
Original Smog Abatement	6.00
Alt Fuel/Tech Smog Fee	8.00
Current Auto Theft and/or DUI Crime Deterrence Program	1.00

ITEM	FEE
Current Valley Air Quality	18.00
Current San Joaquin Valley Air Pollution Control District	1.00
Alt Fuel/Tech Reg Fee	6.00
1st Prior Year Registration	71.00
1st Prior Year California Highway Patrol	32.00
1st Prior Year Vehicle License Fee	317.00
1st Prior Year County Service Authority for Freeway Emergencies Fee	1.00
Current Fingerprint ID 2	2.00
1st Prior Year Fingerprint ID 2	2.00
1st Prior Year Auto Theft and/or DUI Crime Deterrence Program	1.00
1st Prior Year Valley Air Quality	18.00
1st Prior Year San Joaquin Valley Air Pollution Control District	1.00
Current Transportation Improvement Fee	194.00
Transportation Improvement Fee 1st Prior Year	194.00
Use/Sales Tax	3,524.00
City Vehicle Use/Sales Tax	486.00

ITEM	FEE
Non-Resident Original Service Fee	27.00
Reflectorized License Plate Fee	1.00
CHP Penalty	30.00
1st Prior Year Registration Penalty	30.00
1st Prior Year Vehicle License Fee Penalty	127.00
Use/Sales Tax Penalty	352.00
City Vehicle Use/Sales Tax Penalty	49.00

Your Entry

VEHICLE INFORMATION

Automobile / 2024 / Gas

PURCHASED INFORMATION

\$48,610.00 / Oct 10, 2024 / Out of State Dealer

USE/SALES TAX CREDIT

\$0.00

FIRST OPERATED IN CALIFORNIA

Oct 10, 2024

HOME ADDRESS INFORMATION

Kern / McFarland / 93250

DATE CALCULATED

Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- Registration Fees
- Smog Abatement/High Polluter Fees

Help us improve our online services. Please take a moment to complete a brief Survey.



VEHICLE REGISTRATION FEE CALCULATOR

New Resident Fees

Fees

GRAND TOTAL REGISTRATION FEES	\$7,083.00
TOTAL USE/SALES TAX	\$7,063.00
TOTAL REGISTRATION FEES	\$20.00

ITEM	FEE
Permanent Trailer Identification Original/Conversion Fee	20.00
Use/Sales Tax	5,643.00
City Vehicle Use/Sales Tax	778.00
Use/Sales Tax Penalty	564.00
City Vehicle Use/Sales Tax Penalty	78.00

Your Entry

VEHICLE INFORMATION	Trailer / 2025 / Permanent Trailer Id (PTI)
PURCHASED INFORMATION	\$77,830.00 / Jun 20, 2024 / Out of State Dealer
USE/SALES TAX CREDIT	\$0.00
FIRST OPERATED IN CALIFORNIA	Jun 20, 2024
HOME ADDRESS INFORMATION	Kern / McFarland / 93250

DATE CALCULATED

Sep 22, 2025

Disclaimer: This is an estimate based on the information provided. Fees may vary depending on the actual vehicle registration. All fees are subject to statutory change.

For additional information:

- Registration Fees
- Smog Abatement/High Polluter Fees

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BUNDLE MASTER RECEIPT

DATE: 09/26/25

DATE FEES RECEIVED: 09/26/25

\$ 42805.00

BUNDLE LOG #: [REDACTED]
TOTAL # OF APPS: 010

CUSTOMER TYPE: OTHER
CUSTOMER ID:

McFARLAND PD/CY McFARLAND
401 W KERN AVE

McFARLAND

93250



VEHICLE REGISTRATION AND DRIVER LICENSE INFORMATION

Immediately notify DMV when you change your address, sell your vehicle, or are involved in an accident causing injury, death, or over \$1,000 in damage. California law requires that evidence of financial responsibility, e.g., liability insurance, be carried in a vehicle at all times and presented to a peace officer upon request or when involved in a motor vehicle accident. Involvement in an uninsured reportable accident will result in the suspension of your driver license. In addition, failure to provide or maintain evidence of financial responsibility will result in the suspension of vehicle registration.

To request forms, make an appointment, or for information, you may contact DMV at www.dmv.ca.gov or call 1-800-777-0133. You may also write DMV at:

Vehicle Registration	P.O. Box 942869, Sacramento, CA 94269-0001
Financial Responsibility (concerning vehicle registration)	P.O. Box 997405, Sacramento, CA 95899-7405
Driver License	P.O. Box 942890, Sacramento, CA 94290-0001
Financial Responsibility (concerning driver license)	P.O. Box 942884, Sacramento, CA 94284-0884

NOTE: Vehicle Registration Financial Responsibility Services are not available at DMV field offices.

VESSEL INFORMATION

Vessel owners are required to notify the Department of Motor Vehicles in person or in writing, at P.O. Box 942869, Sacramento, CA 94269-0001

- a. Upon sale of vessel and/or change of address.
- b. Upon documentation of vessel.
- c. If the vessel is destroyed, lost or abandoned (in any manner), return this document with the Certificate of Ownership to DMV.

In addition, vessel owners should notify a local law enforcement agency upon the theft of a vessel, and must report the recovery of a vessel.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 3, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-129 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND THE COMMUNITY DEVELOPMENT DIRECTOR

SUMMARY:

On February 5, 2025, the City Council approved an Employment Agreement with Megan Snyder to serve as the Community Development Director. Since that time, Ms. Snyder's role and responsibilities have expanded significantly, including the addition of oversight for Animal Control operations, Code Enforcement operations, and City-sponsored events and activities. To reflect these increased responsibilities and to ensure continuity in leadership, staff has prepared Amendment No. 1 to her Employment Agreement. The amendment includes the following key provisions:

1. Expanded Duties
 - Oversight of Animal Control operations.
 - Oversight of Code Enforcement operations.
 - Responsibility for planning and coordinating City-sponsored events and activities.
2. Term Extension
 - The initial term of the Agreement remain unchanged through February 9, 2026.
 - The Agreement is extended for five (5) years, commencing February 10, 2026, and will automatically renew for an additional one (1) year term unless renegotiated by the parties.
3. Salary Adjustment
 - Effective the start of the next payroll period, October 13, 2025, Ms. Snyder's annual salary shall increase from \$105,000 to \$120,000, payable in bi-weekly installments.
 - A 3% Cost-of-Living Adjustment (COLA) shall apply annually during the term of the Agreement.

FINANCIAL IMPACT:

The salary adjustment will result in an annual base salary increase of \$15,000, plus associated costs for benefits. This includes an estimated 10% for retirement contributions (\$1,500) and 7.65% for payroll taxes (\$1,147.50), for a total estimated annual increase of \$17,647.50, plus future COLA adjustments.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution approving Amendment No. 1 to the Employment Agreement between the City of McFarland and Megan Snyder, Community Development Director, which provides for:

- Salary adjustment;
- Five (5) year extension of the Agreement; and
- Expanded duties, including oversight of Animal Control, Code Enforcement, and City events.

ATTACHMENTS:

1. EXHIBIT A

RESOLUTION NO. 2025-129

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
MCFARLAND AND THE COMMUNITY DEVELOPMENT DIRECTOR**

WHEREAS, on February 5, 2025, the City Council approved an Employment Agreement with Megan Snyder to serve as the City’s Community Development Director; and

WHEREAS, the City and Ms. Snyder desires to amend the Agreement to reflect her expanded duties, extend the term of her Agreement, and provide for an adjustment to her annual salary; and

WHEREAS, Amendment No. 1 to the Employment Agreement has been prepared to memorialize these changes; and

WHEREAS, the City Council has determined that approving the Amendment is in the best interests of the City of McFarland.

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

1. The City Council hereby approves Amendment No. 1 to the Employment Agreement between the City of McFarland and the Community Development Director attached hereto as *Exhibit A* and incorporated herein by this reference.
2. The City Manager is authorized and directed to execute the Amendment on behalf of the City Council.
3. The effective date of the salary adjustment shall be October 13, 2025, the start of the next payroll period.
4. 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 October 3, 2025 by the following vote:

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

Martin Gutierrez				
------------------	--	--	--	--

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

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 (this “**Amendment**”), with an effective date of _____, 2025, is an amendment to that certain Employment Agreement, dated February 5, 2025 (the “**Agreement**”), by and between the City of McFarland, a Municipal corporation (“City”) and Megan Snyder.

RECITALS

WHEREAS, the Parties wish to amend the Agreement to, among other things, (1) reflect Employee’s new salary and (2) extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the Parties agree as follows:

1. Section 4 of the Agreement is hereby amended to add the following language:

Oversight of Animal Control Operations

Responsibility for planning and coordinating City Sponsored events and activities; and

Oversight of Code Enforcement Operations

2. Section 5 of the Agreement is hereby amended to the following language:

The initial term of the Agreement shall remain unchanged through February 9, 2026. Except as hereinafter described, the parties agree that the term of this Agreement shall be extended for five (5) years, commencing on February 10, 2026. The terms and conditions of this Agreement shall remain in full force and effect throughout the term, subject to any modifications agreed upon in writing by both parties. The term of this contract shall automatically renew be renewed for an additional one (1) year on the effective date after the initial five (5) year term, unless mutually agreed by both parties to renegotiate the terms of this contract. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

3. Section 7(A) of the Agreement is hereby amended to the following language:

Salary. Commencing on the Effective Date of this Amendment No 1, Snyder’s annual salary shall be increased from one hundred and five thousand dollars (\$105,000.00) to one hundred twenty thousand dollars (120,000.00), which shall be paid in bi-weekly pay periods. Snyder shall be entitled to a three percent (3%) Cost-of-Living Adjustment (“COLA”) during each year of this Agreement. Any salary increases in addition to

COLA shall be implemented by written amendment to this Agreement and upon approval by the City Council.

4. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.
5. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into this Amendment. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: _____

CITY OF MCFARLAND

By: _____
Saul Ayon,
Mayor

Dated: _____

EMPLOYEE

By: _____
Megan Snyder

APPROVED AS TO FORM:

By: _____
Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney