



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, March 13, 2026
3:30 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: Council Member María T. Pérez

PLEDGE OF ALLEGIANCE: City Manager Diego Viramontes

APPROVE AGENDA AS TO FORM

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

1. Approval of Resolution No. 2026-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH 4LEAF, INC. FOR ON-CALL CODE ENFORCEMENT CONSULTING SERVICES
2. Approval of Resolution No. 2026-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA GRANTING AN EASEMENT TO PACIFIC GAS & ELECTRIC (PG&E) TO INSTALL AND MAINTAIN POWER TO PROPERTY LOCATED ON APN 201-070-81
3. Approval of Resolution No. 2026-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING AN ACCESS AGREEMENT WITH THE MCFARLAND RECREATION AND PARK DISTRICT FOR INSPECTION OF THE SHERWOOD PARK POOL FACILITY
4. Approval of Resolution No. 2026-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CINCO DE MAYO FESTIVAL EVENT AND APPROVING AN AGREEMENT FOR CARNIVAL RIDE SERVICES

PUBLIC HEARINGS

5. ANNEXATION NO. 3 INTO COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES), AND ANNEXATION NO. 4 INTO COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) AND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE)
 - a. Approval of Resolution No. 2026-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4
 - b. Approval of Resolution No. 2026-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING

AND STREET MAINTENANCE) ANNEXATION NO. 4

- Approval of Resolution No. 2026-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3
- c.

6. ANNEXATION NO. 3 INTO COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES), AND ANNEXATION NO. 4 INTO COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) AND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE)

- Approval of Resolution No. 2026-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4 (TRACT 7394)
- a.

- Approval of Resolution No. 2026-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 4 (TRACT 7394)
- b.

- Approval of Resolution No. 2026-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3 (TRACT 7394)
- c.

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

7. CONFERENCE WITH LEGAL COUNSEL—Pursuant to Government Code Section 54956.
9 d)(2): Anticipated Litigation - 1 case

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on March 12, 2026.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council March 25, 2026.

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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. 1.
Section: CONSENT AGENDA
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH 4LEAF, INC. FOR ON-CALL CODE ENFORCEMENT CONSULTING SERVICES

SUMMARY:

The City of McFarland's Code Enforcement Division is responsible for ensuring compliance with municipal codes, zoning regulations, and property maintenance standards in order to protect public health, safety, and community quality of life.

The city's Code Enforcement and Animal Services are shared staff divisions within the city. The City Council reassigned these divisions to the Community Development Department. With that, it has allowed the team to refocus enforcement action on critical need projects and try to work through a clean-up code compliance sweep.

Our team has continually reassessed the needs and community's feedback to bring the best service and code compliance possible, after decades of limited engagement. In being mindful of significant complaints and public blighted cases. The City of McFarland team has issued notices and have followed up on these cases, but measurable improvement has not been made. However, the need for specialized expertise in complex enforcement matters is imperative. The City periodically utilizes qualified consultants to supplement staff capacity and provide technical assistance when needed.

4LEAF, Inc. is a professional consulting firm that provides municipal support services including code enforcement, building services, and planning assistance. The firm has experience working with municipalities throughout California and has the necessary expertise to assist the City on an on-call basis.

The proposed agreement will allow the City to utilize 4LEAF, Inc. to provide on-call code enforcement consulting services to support the Community Development Department. Services will be provided as needed and may include a variety of enforcement and program support functions.

Under the agreement, services may include:

- Conducting code enforcement inspections and investigations of residential, commercial,

and industrial properties to identify violations of municipal code and applicable state laws.

- Investigating complaints related to public nuisances, blight, substandard housing, illegal land uses, and unpermitted construction.
- Documenting findings through photographs, reports, and case documentation within the City's tracking systems.
- Assisting with the resolution of complex or long-standing enforcement cases and recommending enforcement strategies and compliance timelines.
- Providing programmatic support, including recommendations to improve enforcement procedures, administrative processes, and documentation practices.
- Coordinating with City departments such as Planning, Building, Public Works, and the City Attorney when enforcement actions require interdepartmental collaboration.
- Providing additional assistance such as staff training, policy development, and support for administrative hearings or legal proceedings when requested by the City.

The agreement establishes the consultant as an independent contractor responsible for maintaining appropriate licenses, professional certifications, and insurance coverage required under the contract. Services will be provided on an as-needed basis, allowing the City to obtain professional support while maintaining flexibility and controlling costs.

FINANCIAL IMPACT:

Consultant services will be billed based on work performed and invoiced monthly. Payments will be processed following City approval of invoices, with payment issued within 30 days of approval. Funding for these services will be paid from the Code Enforcement budget allocation for abatement.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Professional Consultant Services Agreement with 4LEAF, Inc. for on-call code enforcement consulting services; and
2. Authorize the City Manager to execute the agreement

ATTACHMENTS:

1. 4LEAF - Qualifications to Provide Code Enforcement Services to the City of McFarland 2-11-26
2. McFarland Fee Schedule 2026 2-11-26
3. Standard Consultant Agreement -4LEAF INC

RESOLUTION NO. 2026-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA
APPROVING A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH 4LEAF,
INC. FOR ON-CALL CODE ENFORCEMENT CONSULTING SERVICES**

WHEREAS, the City of McFarland requires additional professional support to assist with code enforcement investigations, inspections, program support, and related compliance activities; and

WHEREAS, has represented that it possesses the necessary experience, qualifications, and professional expertise to provide on-call code enforcement consulting services to support the City's Community Development and Code Compliance operations; and

WHEREAS, the proposed Professional Consultant Services Agreement provides for on-call code enforcement consulting services including field inspections, case investigations, program support, and coordination with City departments on an as-needed basis; and

WHEREAS, the agreement establishes the terms, conditions, insurance requirements, and scope of services under which the Consultant will provide services to the City; and

WHEREAS, the City Council finds that entering into the agreement is in the best interest of the City and will support timely and effective code enforcement operations.

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

1. The City Council hereby approves the Professional Consultant Services Agreement between the City of McFarland and 4LEAF, Inc. for on-call code enforcement consulting services.
2. The City Manager is hereby authorized to execute the agreement on behalf of the City and to administer the agreement in accordance with its terms.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

QUALIFICATIONS TO PROVIDE
**CODE
ENFORCEMENT
SERVICES**

TO THE
**CITY OF
McFARLAND**



4LEAF, INC.

4440 VON KARMAN AVE, SUITE 300
NEWPORT BEACH, CA 92660
(949) 877-9432

FEBRUARY 9, 2026

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QUALIFICATIONS TO PROVIDE
CODE ENFORCEMENT SERVICES
FOR THE
CITY OF McFARLAND

SECTION 1

COVER LETTER



City of McFarland
Code Enforcement Division
401 W. Kern Ave
McFarland, CA 93250

February 9, 2026

RE: Qualifications to Provide Code Enforcement Services to the City of McFarland

4LEAF, Inc. (4LEAF) is pleased to present our qualifications to provide Code Enforcement services to the City of McFarland (City). 4LEAF has been providing these services to approximately 400 clients throughout the country for more than 25 years and is looking forward to the opportunity of providing services to the City. 4LEAF is the ideal choice for the following reasons:

☑ Local Presence

4LEAF has provided Professional Consulting Services to numerous municipalities throughout Central California. With seven (7) offices throughout California alone, our firm is more than capable of handling the requirements of the City. Our firm has the staff necessary to address any needs the City may have in an on-site or remote capacity. We have experience or are currently performing services for the following clients:

- City of Fresno
- City of Clovis
- City of Madera
- City of Salinas
- City of Bakersfield
- County of Tulare
- County of San Luis Obispo
- County of Merced

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide Professional Consulting services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Plan Review, Inspection, Permitting, Planning, Code Enforcement, and more. We have qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. Our services include:

- **Code Enforcement:** 4LEAF staff have experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.
- **Daily Reporting and Document Control:** 4LEAF is an experienced solution-oriented firm that recognizes the complexities of providing these services. Beyond merely completing the outlined tasks, the 4LEAF team understands the logistical intricacies of effective administration. Our dedicated team of document control specialists create tailor-made forms, applications, and reports for our clients. We believe it is important provide our clients with full transparency so that project stakeholders are fully informed throughout all phases. Our firm's industry-leading, daily reporting provides a consistent and comprehensive overview of all pertinent information. With 4LEAF, meaningful progress is a tangible metric.

☑ Leadership

The main point of contact we will have designated for the City will be Pete Roque. Pete has 18+ years of industry experience, has served on several local, State, and National boards, has managed several Code Enforcement Divisions, and is an industry subject matter expert. He has implemented policies and procedures in many jurisdictions as well as created needed text amendments to ensure that Code Enforcement departments, projects, and personnel have the proper tools to succeed. Pete will be available to discuss project needs, staff requests, and contractual details.

☑ Contact

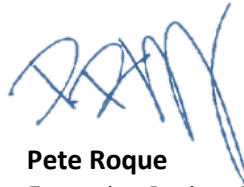
Executive PM / National Director, Code Enforcement	President	4LEAF Local Office
Pete Roque Office: (949) 877-9432 Mobile: (562) 569-0098 Email: PROque@4leafinc.com	Kevin J. Duggan Office: (949) 877-9432 Fax: (925) 452-5958 Email: KDuggan@4leafinc.com	4440 Von Karman Ave, Suite 300 Newport Beach, CA 92660 Office: (949) 877-9432 Website : 4LEAFINC.com

We appreciate the opportunity to present the City with our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information provided.

Respectfully submitted,



Kevin J. Duggan
President



Pete Roque
Executive Project Manager
National Director of Code Enforcement

QUALIFICATIONS TO PROVIDE
CODE ENFORCEMENT SERVICES
FOR THE
CITY OF McFARLAND

SECTION 2

FIRM PROFILE





SECTION 2: FIRM PROFILE

4LEAF, Inc. (4LEAF) is a California “C” Corporation that was established in 1999 and incorporated in 2001. Our extensive team of engineers and managers are fully equipped with training and experience to provide complete services including code enforcement, plan check, CASp, inspection, permit technician assistance, professional development training, and other related professional and technical services to the City’s Code Compliance Department. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 400 personnel throughout California, Washington, Nevada, Texas, Massachusetts, and Hawaii, and we are able to serve any full-time or part-time need the City may have, regardless of scope and duration.

Management Team

Director of Code Enforcement: Pete Roque

Phone: (562) 569-0098

Email: PROque@4leafinc.com

Code Enforcement Manager: Alejandra Molina

Phone: (949) 877-9432

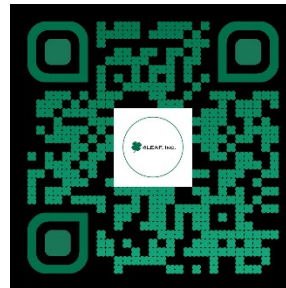
Email: AMolina@4leafinc.com

Code Enforcement Manager: Kenneth Eckman

Phone: (714) 659-0260

Email: Keckman@4leafinc.com

More about our Code Enforcement services.



Office Locations

San Bernardino

424 E. Vanderbilt Way, Suite A
San Bernardino, CA 92408

Pleasanton (Headquarters)

2126 Rheem Drive
Pleasanton, CA 94588

Washington

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

Newport Beach

4440 Von Karman Ave., Suite 300
Newport Beach, CA 92660

Sacramento

8896 North Winding Way
Fair Oaks, CA 95628

4LEAF Consulting, LLC

125 E. Reno Avenue, Suite 3
Las Vegas, NV 89119

San Diego

402 West Broadway, Suite 400
San Diego, CA 92101

Arizona

2 N. Central Avenue Suite 1800
Phoenix, AZ 85004

New England

132 Central St., Suite 210
Foxboro, MA 02035

Professionals

Title	# of Staff	Title	# of Staff
Code Enforcement Staff (PC832)	75+	ICC Certified Inspectors & IORs	200+
ICC Certified Building Officials	40+	Registered Architects	5
Registered Engineers (PE, SE)	20+	ICC Permit Technicians	60+
ICC Certified Plans Examiners	40+	CASp	7
Construction Managers/Inspectors	40+	Fire Plans Examiners & Inspectors	30+



Mission

4LEAF's Code Enforcement staff is dedicated to preserving and enhancing the quality of life for the residents in our client jurisdictions and work toward a goal of resolving problems efficiently and safely. Enforcing and upholding municipal codes (including vendor enforcement, weed and community preservation, unpermitted construction, unsafe property conditions, hazards to public health, and zoning) is of utmost importance to us. Our Code Enforcement Division endeavors to improve communities through education, cooperation, and responsive enforcement.

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel hold a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO certification.

4LEAF staff have experience in working with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in investigative practices that aid in substantiating the validity of a complaint-on a property and in turn addressing verified violations through proper due process noticing.



4LEAF holds trainings for the International Code Council (ICC), American Association of Code Enforcement (AACE), and California Association of Code Enforcement Officers (CACEO) regarding topics such as:

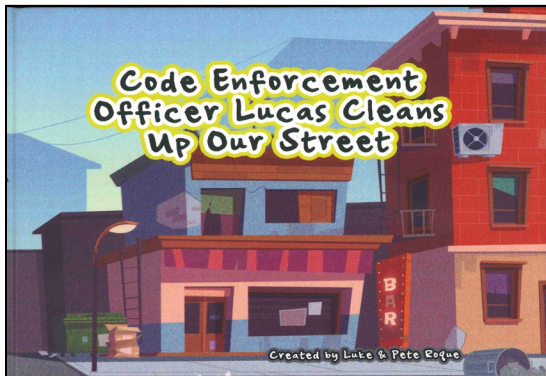
- Vendor Enforcement
- Short-Term Rental Enforcement
- Accessible Parking
- Lead Paint Abatement
- Banner and Sign Enforcement
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- RRP Code Enforcement
- Safe And Proper Procedures on Contacts
- Simplifying Your Presentation
- Commercial Rental Inspections
- Vehicle Abatement
- Public Outreach
- Investigative Report Writing
- Public Nuisance Abatement
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Spanish Communication
- Substandard Housing
- Task Forces

4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary. 4LEAF Code Enforcement services are entirely comprehensive, and we focus on nearly every area of Code Enforcement. Our dedicated project managers are consistently creating new, industry-leading programs, standards, and protocols across all scopes for our numerous municipal clients.

Community Outreach

4LEAF believes in the importance of not only serving the immediate needs of communities, but also developing, maintaining, and expanding outreach efforts. Our in-house community development team, led by Director of Code Enforcement Pete Roque, is continuously seeking localized solutions to unique community challenges. Recently, our outreach efforts have included the distribution of children's books to cities and their schools, community centers, and other applicable institutions. These books have provided families with critical code information regarding health and safety, packaged in an educational, entertaining, and easily accessible form.

CE Officer Lucas Cleans up Our Street



The Safe Paint Quest



Snapshot of Services

Code Enforcement	Building	Permitting
- Department Assessments - Vendor Enforcement - Blight Enforcement - Substandard Housing - Lead Paint - Tobacco Enforcement - Short Term Rentals - RRP Training - ICC & CACEO Trainings - Rental Housing Programs - Cannabis Enforcement - Zoning - Business License Enforcement - Commercial Property Inspectionns	- Leed Accredited Professionals - Inspectors of Record - Program Analysis & Studies - Investigating Complaints - Jurisdictional Inspectors - Residential & Commercial - ICC-certified Plan Reviewers - CASp - Certified Building Officials - Complete Dept. Services - On and Off-Site Plan Review - Property Condition Surveys - Industrial, Energy, & Solar Plan - Review and Inspections	- Solar Permitting - Intake of plans - Routing for plan review - Assignment management - Hosting page turn sessions - Virtual permit technician - Prepare approval packages - Inspection scheduling - Application Processing - Developing Submittals - Property Research - Public interface - Special events permits - Over-the-counter reviews

QUALIFICATIONS TO PROVIDE
CODE ENFORCEMENT SERVICES
FOR THE
CITY OF McFARLAND

SECTION 3

PERSONNEL





SECTION 3: PERSONNEL

Management Team

As your consultant, 4LEAF understands that our role is to advocate on behalf of City of McFarland and represent the City's best interests. 4LEAF's team will function as an extension of your staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. Our goal, which we have successfully accomplished on previous clients' projects, is to integrate our staff with yours and be accepted as an essential part of the City. Our team includes:

Pete Roque – Director of Code Enforcement

Pete is a Code Enforcement expert with PC 832 and Advanced Certificates. He brings with him over 17 years of experience in Code Enforcement and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple California public agencies. With a demonstrated history of working in the government administration industry, Pete is skilled in Government, Emergency Management, Law Enforcement, Disaster Response, and Plan Review. Pete is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals. Pete will work with the City to provide code enforcement staffing needs.



Office - (949) 877-9432 | Cell - (562) 569-0098 | Email - PROQUE@4leafinc.com

Kenneth Eckman – Code Enforcement Manager

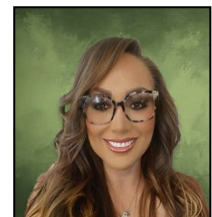
Ken is highly dedicated professional with extensive experience relating to Code Enforcement Management as well a background as a City Commission Member and Community College Instructor/Education Coordinator. He has 15+ years of experience as a code enforcement manager alone. Ken is detail-oriented and precise, with superb organizational talents and is adept in strategically planning project directions and management systems that produce at the most effective performance levels. Ken is an excellent communicator who interacts effectively with property owners, building contractors, government officials, and citizens to address and resolve any problems.



Office - (949) 877-9432 | Cell - (714) 659-0260 | Email – Keckman@4leafinc.com

Alejandra Molina– Code Enforcement Manager & Trainer

Alejandra has more than 20 years working in Government and has been a Code Enforcement Officer and Manager. She is an excellent communicator who interacts effectively with property owners, building contractors, government officials, and citizens to address and resolve any problems. Alejandra is skilled in the topics of violation notices, administrative citations, inspection warrants, and applicable state codes, ordinances, and regulations. In addition, Alejandra also brings her bilingual skills to the table.



Office - (949) 877-9432 | Cell - (747) 463-3214 | Email – AMolina@4leafinc.com

QUALIFICATIONS TO PROVIDE
CODE ENFORCEMENT SERVICES
FOR THE
CITY OF McFARLAND

SECTION 4

SCOPE OF WORK





SECTION 4: SCOPE OF WORK

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel hold a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO certification.

4LEAF staff have experience collaborating with property owners and other responsible parties to bring properties into compliance with regulatory standards. Our team is entrusted with the responsibility of ensuring adherence to local, state, and federal laws, codes, ordinances, and regulations pertaining to various aspects of community development and public safety. Our Code Enforcement team possesses a diverse skill set and expertise covering a wide area, including building construction, zoning, land use, property maintenance, health and sanitation, environmental protection, and public nuisances. Our Code Enforcement team is adept at utilizing various procedural mechanisms, such as issuing administrative citations, to investigate potential violations and ensure prompt resolution while upholding legal integrity. At 4LEAF, our primary goal for our code enforcement team is to promote and maintain the health, safety, and welfare of residents and visitors within the municipality or jurisdiction we serve.



4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

Scope of Services & Areas of Enforcement

Standard Operating Procedures

4LEAF's Code Enforcement Directors have an extensive history with Cities and Counties in preparing Standard Operating Procedures (SOP's) to ensure consistency while performing code enforcement duties. This will provide a guideline for Code Enforcement personnel to implement and achieve voluntary compliance. These SOPs are specific to each community's needs, and we help establish a uniform set of guidelines for consistency and efficiency. Some of these areas include:

- Training guidelines for new CEO's
- Safety guidelines (including Officer Safety Procedures or compliance with SB246)
- Hearings
- Testimony

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.



Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Pete Roque, Kenneth Eckman, and Alejandra Molina. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).



Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance

Community Outreach



4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions



Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes.

Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.



4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists
- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.



- Comply with the City’s procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the public and municipal staff on a daily basis as needed.

Short-Term Rental Programs

One of the fastest-growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules, including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others. Short-term rentals are presenting challenges within our communities. While these rentals offer unique opportunities for travelers and hosts, they have also brought forth various concerns that warrant immediate attention. Housing availability, neighborhood dynamics, and safety considerations have raised valid apprehensions among residents. 4LEAF understands these issues and is pleased to present a comprehensive scope of services designed to regulate short-term rentals effectively, fostering a harmonious coexistence for all stakeholders involved. Our proposed solution encompasses meticulous research, the development of fair regulations, stringent compliance inspections, and a robust enforcement system to address illegal postings and operations. With these measures in place, we can resolve the prevailing issues and create a sustainable short-term rental ecosystem that benefits the entire community. We look forward to collaborating with you all in implementing this solution and achieving a positive and lasting impact on our neighborhoods. These are scopes of services that we provide, including but not limited to:

1. **Research and Analysis:** Conducting a thorough study of the local short-term rental market is crucial to understanding the current landscape and potential impact on the community. This data-driven approach enables your jurisdiction to make informed decisions and design effective regulations tailored to your specific needs.
2. **Developing Regulations and Policies:** Developing clear and well-defined regulations is essential for creating a level playing field for all short-term rental operators. These policies help establish guidelines, standards, and boundaries that ensure the industry operates responsibly, benefiting both residents and hosts alike.
3. **Licensing and Registration:** Implementing a licensing and registration system ensures that only eligible and responsible operators are allowed to offer short-term rentals. This process helps your jurisdiction track and communicate with operators, making it easier to enforce regulations and ensure compliance with safety and tax requirements.
4. **Compliance Inspections:** Regular compliance inspections are vital to guarantee the safety and quality of short-term rental properties. By verifying adherence to regulations, your jurisdiction can maintain community safety, prevent potential hazards, and protect the rights of both guests and neighbors.



5. **Enforcement and Penalties:** A robust enforcement mechanism, including penalties for non-compliant operators, serves as a deterrent against illegal or irresponsible practices. By imposing consequences for violations, authorities can discourage unlawful behavior and encourage operators to adhere to the established regulations.
6. **Data Monitoring and Reporting:** Implementing or ensuring that proper documentation is completed is standard operating procedure for 4LEAF. A proper data monitoring system provides insights into the short-term rental market's impact on housing and the local economy. It enables evidence-based decision-making, helping your jurisdiction adjust regulations if necessary and fostering transparency in the regulatory process.
7. **Public Awareness and Education:** Public awareness campaigns educate both short-term rental operators and residents about their respective rights and responsibilities. By promoting best practices and addressing concerns, these campaigns foster a sense of community understanding and cooperation, reducing potential conflicts.
8. **Collaborative Partnerships:** Partnering with short-term rental platforms and law enforcement agencies fosters cooperation and facilitates compliance. Data sharing and joint efforts between these stakeholders help streamline the enforcement process and address challenges more effectively.
9. **Complaint Resolution:** a complaint resolution empowers residents to report issues and complaints related to short-term rentals. Swift and fair resolution of complaints helps maintain harmony within the community and ensures that any problems are addressed promptly.
10. **Periodic Review:** Regularly reviewing and updating regulations allows your jurisdiction to keep pace with changes in the short-term rental industry and adapt to new challenges or opportunities. This flexibility ensures that the regulatory framework remains relevant and effective in achieving its intended goals.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduction of the Lead-Based Paint Poisoning Prevention Act (LBPPPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPPPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.

Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.



Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in



the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.



Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific, step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.

Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.



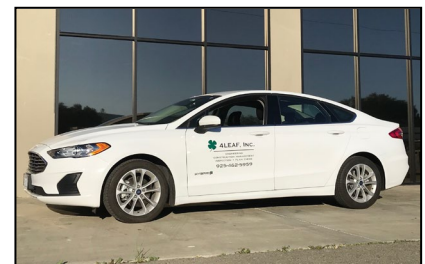
Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Escondido, Del Mar, and San Diego.

Staff Augmentation

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- o Department Director
- o Department Manager
- o Code Enforcement Manager and Training Officer
- o Senior Code Enforcement Officer
- o Code Enforcement Officer I & II
- o Code Enforcement Coordinator/Technician
- o Hearing Officer



Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.



Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.



Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.

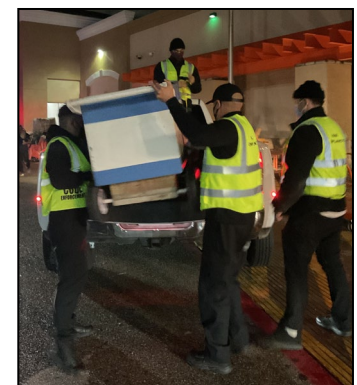


Vendor Enforcement

In many areas across California, unlawful street vending has become a pressing concern. These vendors, offering a wide variety of products, often operate without adhering to established regulations, leading to challenges such as littering, public right of way obstructions, and unfair competition with authorized businesses. While California has taken commendable steps, such as the introduction of Senate Bill 946 and Senate Bill 972, both of which are designed to regulate and decriminalize certain aspects of street vending, there remains much work to do. Many vendors, driven more by economic desperation than defiance, continue to bypass these regulations, resulting in a surge of potentially unsafe vending operations, many of which are food vendors. This not only jeopardizes public health but also diminishes the state's regulatory efforts.



4LEAF is an experienced solution-oriented firm that recognizes the complexities of this issue. Beyond mere law enforcement, the 4LEAF team understands the socio-economic intricacies driving vendors towards this livelihood. Our tailored programs are designed to address the root causes, ensuring vendors have pathways to legitimate operations while helping jurisdictions maintain public safety and order. Through a partnership with the City, 4LEAF is poised to offer a comprehensive strategy and service that not only aligns with state regulations but also provides sustainable solutions for the challenges of unlawful street vending.



QUALIFICATIONS TO PROVIDE
CODE ENFORCEMENT SERVICES
FOR THE
CITY OF McFARLAND

SECTION 5

REFERENCES





SECTION 5: REFERENCES

City of Fullerton

Cannabis Enforcement Services

4LEAF is currently providing Cannabis Enforcement services to the City of Fullerton. Our Code Enforcement Officers contribute to a safe and regulated cannabis industry within the City, benefiting both local businesses and residents. The focus of our team is to maintain public safety, promote responsible business practices, and ensure compliance with local and state regulations.



Current Services Include:

4LEAF Code Enforcement Officers oversee legally operating entities while identifying and reporting violations and unpermitted operations. They are responsible for the full cycle of inspection, reporting, investigation, education, and record keeping. Additional responsibilities include the following:



- Inspecting licensed cannabis establishments to verify adherence to zoning, licensing, and safety regulations, as well as environmental and public health requirements.
- Conducting regular and unannounced visits to detect unlicensed or non-compliant cannabis operations, including cultivation, processing, distribution, and retail facilities.
- Collaborating with local law enforcement, public health agencies, and other regulatory bodies to address illegal operations and initiate corrective actions.
- Investigating complaints from the public, neighboring businesses, or other agencies regarding potential violations, and taking appropriate enforcement measures.
- Educating cannabis business owners and operators on compliance requirements while fostering a culture of responsible business practices and adherence to regulations.
- Ensuring cannabis-related advertisements and signage comply with established guidelines, which prevents the promotion of illegal or harmful activities.
- Maintaining an up-to-date database of licensed cannabis operations within the jurisdiction to facilitate accurate record-keeping and information access.

Client Name: City of Fullerton
Client Contact: Guillermina Torrico, Code Enforcement Manager
Client Address: 303 W. Commonwealth Ave., Fullerton, CA 92832
Client Telephone: (714) 573-3109
Contact Email: mmadjlessi@tustinca.org



City of Artesia

Code Enforcement - Policy, Process, and Training

4LEAF has been serving the City of Artesia's Code Enforcement Department with operational expertise. Our in-depth knowledge and experience working with many municipalities across the United States allows our internal teams to collaborate and utilize proven strategies, guidance, resolution, and training practices to assist in creating processes that can handle a multitude of variables and scenarios. By assisting the City, 4LEAF is contributing to a more efficient, effective, and collaborative code enforcement environment, ultimately benefiting the entire community of Artesia.



Code Enforcement Department Policy, Procedures, and Training

4LEAF's Code Enforcement Officer is currently assisting with building and refining a robust process to ensure efficiency and regulatory compliance while serving the community. Our Code Enforcement Officer's focus is to perform services such as contributing to the City's Standard Operating Procedures (SOPs) and providing case-specific enforcement, training, and outreach as outlined below.



Standard Operating Procedures

- Updating policies and procedures to ensure alignment with current regulations and best practices.
- Creating SOPs to facilitate consistency, efficiency, and effectiveness.
- Developing a comprehensive manual for staff personnel, serving as a resource and training tool.

Case Specific Enforcement

- Conducting regular reviews of active caseloads to prioritize cases and allocate resources effectively.
- Guidance for the resolution of high caseloads, maximizing productivity and timely enforcement.
- Assisting with complex code enforcement cases, applying expertise to resolve challenging situations.

Training & Outreach

- Providing field training and analysis to enhance officers' practical skills and on-the-job performance.
- Conducting in-house training on traditional code enforcement protocols and reinforcing best practices.
- Creating a community outreach plan to educate residents and businesses on local regulations, fostering a culture of responsibility and collaboration.

Client Name: City of Artesia
Client Contact: Aldo Schindler, City Manager
Client Address: 18747 Clarkdale Avenue / Artesia, CA 90701
Client Telephone: (562) 865-6262
Contact Email: ASchindler@CityofArtesia.us



City of Glendale

Code Enforcement - Staff Augmentation

4LEAF has been serving the City of Glendale by providing additional Code Enforcement Staff to supplement their existing team. As the 4th largest populated city in Los Angeles County, the need for experienced Code Enforcement Officers who can work seamlessly with the community and City was essential. 4LEAF's Code Enforcement Officers play an integral role in preserving the health, safety, and well-being of the City by fostering a responsible and law-abiding environment for residents and businesses.



Code Enforcement Services

4LEAF's Code Enforcement Officers are tasked with upholding and regulating various codes, including the local municipal code, building code, International Property Maintenance Code (IPMC), and California Health and Safety Code, which are vital to maintaining a safe, orderly, and prosperous community. Our responsibilities include:



- Inspecting residential, commercial, and industrial properties to ensure compliance with local municipal codes, building standards, IPMC, and health and safety regulations.
- Conducting regular and unannounced visits to identify violations, assess potential hazards, and enforce corrective actions in a timely manner.
- Collaborating with local agencies such as law enforcement, fire departments, and public health agencies to address code violations and improve overall community safety.
- Investigating complaints from the public, businesses, or other agencies regarding potential code violations, assessing the situation and taking appropriate enforcement measures.
- Educating property owners, developers, and contractors on compliance requirements, promoting a culture of responsibility and adherence to regulations and best practices.
- Maintaining accurate records and an up-to-date database of code enforcement cases, permits, and violations, facilitating easy access to information and efficient administration.

Client Name: City of Glendale
Client Contact: Armineh Hoonanian, Principal Administrative Officer
Client Address: 613 E. Broadway / Glendale, CA 91206
Client Telephone: (818) 937-8134
Contact Email: AHoonanian@GlendaleCA.gov

**City of Orange***Vendor Enforcement Services*

4LEAF provides the City of Orange with trained personnel to enforce State and Local laws regarding unpermitted vending activity, issue Administrative Citations to vendors, generate inspection reports, testify at hearings, and provide strategic planning for large scale vending activities associated with entertainment venues. Specifically, 4LEAF provides staff who are trained in enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.

**Vendor Enforcement Services**

4LEAF's Code Enforcement Officers are tasked with upholding and regulating various codes, including the local municipal code, building code, International Property Maintenance Code (IPMC), and California Health and Safety Code, which are vital to maintaining a safe, orderly, and prosperous community. Our responsibilities include:



- Create a safety procedure for unlawful food and/or street vendor enforcement for SB296 compliance.
- Analyze the current vendor program and propose enhancements to the program, ensuring it is comprehensive and addresses both the needs of the vendors and the public.
- Establish clear guidelines for vendors, including how to obtain permits, sanitation standards, and restrictions regarding where vendors can locate.
- Develop a set of best practices for street vending, drawing from successful models in other jurisdictions.
- Oversee the maintenance of detailed complaint logs to track and address vendor related issues.
- Maintaining accurate records and an up-to-date database of code enforcement cases, permits, and violations, facilitating easy access to information and efficient administration.
- Identifying bottlenecks and inefficiencies in the current process and implementing solutions.
- Serve as the primary point of contact for vendors, providing clear communication of regulations.
- Develop and implement Key Performance Indicators (KPIs) tailored to the unique needs of vendor enforcement.

Client Name: City of Orange
Client Contact: Rafael Perez, Code Compliance Supervisor
Client Address: 300 E. Chapman Avenue, Orange CA 92866
Client Telephone: (714) 744-7244
Contact Email: RPerez@cityoforange.org

**City of Lomita***Code Enforcement Services*

4LEAF provides the City of Lomita with full-time Code Enforcement Officers to perform as-needed services for the City. The City's Code Enforcement Division is dedicated to working in partnership with residents, tenants, landlords, and business owners to promote and maintain a safe and desirable living and working environment. Additionally, the Division is responsible for ensuring that City codes are implemented on private property to address general health, life, fire, and safety issues facing residents.



4LEAF is providing the City with a Massage Parlor Enforcement Officer who assists with Municipal, Zoning, and Building Codes pertaining to property maintenance and signage of massage parlors. The City's Code Enforcement goals aim to administer a fair and unbiased enforcement program, improve the overall appearance of the City, and work with residents, neighborhood associations, public service agencies, and other City departments to facilitate voluntary compliance with City codes and correct municipal code and land use violations.

**Massage Parlor Code Enforcement**

4LEAF is working with the Department Director to augment the City's neighborhood preservation and beautification effort by providing personnel skilled in code enforcement techniques, procedures, and laws and regulations, i.e., (State and Local statutes regarding massage parlor enforcement, licensing regulation, vendor enforcement, administrative enforcement procedures, and evidence gathering). Pete Roque, 4LEAF's Director of Code Enforcement, is the lead on this project and focuses on several areas of enforcement. Additionally, Pete has experience in Massage Parlor Enforcement Programs and collaborating with the Federal Bureau of Investigations and the Department of Homeland Security Human Trafficking Task Forces. 4LEAF provides Code Enforcement for the following areas:

- Massage Parlor Establishments
- Land Use and Conditional Use Enforcement
- Building Code Violations and Tenant Improvement Modifications
- Occupancy Use Requirement
- Local and State Massage Requirements
- Partnering with other regulatory agencies

Client Name: City of Lomita
Client Address: 24300 Norbonne Avenue, Lomita, CA 90717
Client Contact: Brianna Rindge, Community & Economic Development Director
Client Telephone: (310) 325-7110
Contact Email: DutyPlanner@LomitaCity.com



FEE SCHEDULE

2026-2027 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF McFARLAND

All Rates are Subject to Basis of Charges

Code Enforcement

Director of Code Enforcement	\$195/hour
Code Enforcement Manager	\$160/hour
Code Enforcement Supervisor.....	\$145/hour
Senior Code Enforcement Officer.....	\$120/hour
Code Enforcement Officer.....	\$110/hour

Project Management

Project Manager	\$180/hour
Director.....	\$205/hour
Principal-in-charge.....	\$245/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- All invoices will include a 3% administrative fee.
- Cancellation of Building Inspection services within 24 hours of scheduled inspection will incur a minimum 2-hour charge.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Vehicles are charged at a rate of \$10 per hour for vehicle operators.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- These above rates reflect the FY2026-2027 contract period. There will be a 3% escalation for FY2027-2028, FY2028-2029, etc.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*



- *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
- *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
- *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
- *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

AGREEMENT FOR ON CALL CODE ENFORCEMENT CONSULTING

CITY OF MCFARLAND, CALIFORNIA,

AND

4LEAF, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and 4LEAF, INC. ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

On Call Code Enforcement Consulting

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

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

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

AGREEMENT

1. TERM OF AGREEMENT.

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

1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data within 30 days of the conclusion of investigation or corrective action, unless an extension of time is mutually agreed to by both parties in writing.

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

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

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

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

3. PAYMENT FOR SERVICES (ATTACHMENT B).

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

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

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

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

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

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

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

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

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

shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

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

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

9. TERMINATION OF AGREEMENT.

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

9.2. Termination for Breach of Contract.

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

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

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

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

9.2.5. Acts of Moral Turpitude.

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

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

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

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

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

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

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

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

12. INDEPENDENT CONTRACTOR.

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

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

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

13. HOLD HARMLESS AND INDEMNIFICATION.

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

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

13.3 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, employees, agents, and volunteers from and against third-party claims, damages, liabilities, or costs, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors, or omissions, or willful misconduct of Consultant, its employees, or subconsultants in the performance of services under this Agreement.

13.4 Consultant shall have no obligation to indemnify City for claims arising from: (a) City policies, ordinances, or enforcement decisions; (b) conditions existing prior to Consultant's involvement; (c) information provided by City; or (d) the active negligence or willful misconduct of City. Consultant's duty to defend, if any, shall apply only to claims alleging negligence of consultant and shall be limited to Consultant's proportionate share of fault as finally determined by agreement or judgment.

13.5 Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant's indemnification obligations shall not exceed the scope of liability expressly set forth in this Agreement, and the insurance requirements herein shall not be construed to expand Consultant's liability beyond that otherwise provided.

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

15. INSURANCE.

15.1. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City.

Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

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

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

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

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

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

City, its officers, employees, agents, and volunteers shall be included as additional insureds, but only with respect to liability arising out of Consultant's negligent acts or omissions in the performance of this Agreement.

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

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii. Professional liability insurance may be written on a claims-made basis and shall be maintained during the term of this Agreement and for two (2) years following completion of services. Consultant shall provide notice to City of material reduction or cancellation of coverage. Failure of the insurer to provide notice shall not invalidate coverage.

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

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

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

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

- i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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

16. DISPUTES.

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

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

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

16.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the

services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

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

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

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

19. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

McFarland, CA 93250

If to Consultant: 4Leaf, LLC.
4440 Von Karman Ave. Ste. 300
Newport Beach, CA 92660

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

20. GENERAL PROVISIONS.

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

negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

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

22. ACCESS AND ACCOMMODATIONS

- 22.1.** Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- 22.2.** Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- 22.3.** Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- 22.4.** Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- 22.5.** The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

[Signature Page Follows]

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

CITY	CONSULTANT*
CITY OF MCFARLAND, a municipal corporation By: _____ Name: _____ Title: _____ Dated: _____, 202__ ATTEST: _____ Erika De La Cruz, City Clerk	4LEAF, INC. a corporation By: _____ Name: _____ Title: _____ Dated: _____, 202__ By: _____ Name: _____ Title: _____ Dated: _____, 202__ *Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

“ATTACHMENT “A”
Scope of Work

Scope of Work

On-Call Code Enforcement Consulting Services

The Consultant shall provide on-call code enforcement consulting services to support the City's Community Development and Code Compliance operations. Services will be provided on an as-needed basis and may include field, administrative, and programmatic support for complex code matters.

1. Code Enforcement Investigations and Inspections

- Conduct field inspections of residential, commercial, and industrial properties to identify violations of the Municipal Code, zoning regulations, property maintenance standards, and applicable state laws.
- Investigate complaints related to public nuisances, blight conditions, substandard housing, unpermitted construction, illegal land uses, and other code violations.
- Document inspection findings, including photographs, written reports, and case notes within the GovWell portal.

2. Code Enforcement Program Support

- Assist the City with resolution of complex or long-standing enforcement cases.
- Provide recommendations regarding enforcement strategies, compliance timelines, and corrective measures.
- Maintain accurate records of cases, inspections, and enforcement actions in the City's tracking systems.

3. Procedure, and Program Review

- Provide recommendations to improve operational efficiency, compliance processes, and documentation standards.
- Assist in the development or revision of enforcement protocols, administrative procedures, and training materials.

4. Coordination and Reporting

- Coordinate with City departments, including Planning, Building, Public Works, and the City Attorney's Office, when enforcement actions require interdepartmental collaboration.
- Attend meetings with City staff, community members, or elected officials as requested.

5. Additional Services

Additional services may include assistance with special enforcement programs, development of code enforcement policies, staff training, and support for administrative hearings or legal proceedings as requested by the City.

**ATTACHMENT “B”
Payment for Services**

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

(Attach Progress Payment Schedule)

**FEE SCHEDULE****2026-2027 FEE SCHEDULE & BASIS OF CHARGES****FOR THE CITY OF McFARLAND****All Rates are Subject to Basis of Charges****Code Enforcement**

Director of Code Enforcement	\$195/hour
Code Enforcement Manager	\$160/hour
Code Enforcement Supervisor	\$145/hour
Senior Code Enforcement Officer	\$120/hour
Code Enforcement Officer	\$110/hour

Project Management

Project Manager	\$180/hour
Director	\$205/hour
Principal-in-charge	\$245/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- All invoices will include a 3% administrative fee.
- Cancellation of Building Inspection services within 24 hours of scheduled inspection will incur a minimum 2-hour charge.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Vehicles are charged at a rate of \$10 per hour for vehicle operators.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- These above rates reflect the FY2026-2027 contract period. There will be a 3% escalation for FY2027-2028, FY2028-2029, etc.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
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ATTACHMENT “C”
Project Schedule and Completion Date

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

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



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: CONSENT AGENDA
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA GRANTING AN EASEMENT TO PACIFIC GAS & ELECTRIC (PG&E) TO INSTALL AND MAINTAIN POWER TO PROPERTY LOCATED ON APN 201-070-81

SUMMARY:

The City of McFarland is currently constructing on the parcel of land on the Corner of Taylor and Mast ave, on APN 201-070-81. To run the main power to the site, Pacific Gas & Electric requires access to the property in order to complete the electrical infrastructure to energize future buildings.

This electrical infrastructure includes underground duct banks, conduits, manholes, electrical conductors, wires, cables, junction boxes, enclosures, transformers, with associated pads or vaults as required for the distribution of electric energy and for communication purposes.

PG&E requires an Easement from the City of McFarland to access this electrical infrastructure from time to time to maintain and/or repair any items needing repair.

This easement is limited to the locations shown on the exhibit A map drawing No. 35683353.

City Staff finds this necessary for the City to grant this easement to PG&E

FINANCIAL IMPACT:

There is no financial Impact anticipated

RECOMMENDATION:

Staff Recommends approving this resolution to Grant PG&E an easement for permanent power to the land located on Mast Avenue and Taylor Avenue.

ATTACHMENTS:

1. 35683353 Utility Distribution Easement

RESOLUTION NO. 2026-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA
GRANTING AN EASEMENT TO PACIFIC GAS & ELECTRIC (PG&E) TO INSTALL AND
MAINTAIN POWER TO PROPERTY LOCATED ON APN 201-070-81**

WHEREAS, The City of McFarland is currently constructing on the parcel of land on the Corner of Taylor and Mast ave, on APN 201-070-81. To run the main power to the site, Pacific Gas & Electric requires access to the property in order to complete the electrical infrastructure to energize future buildings; and

WHEREAS, This electrical infrastructure includes underground duct banks, conduits, manholes, electrical conductors, wires, cables, junction boxes, enclosures, transformers, with associated pads or vaults as required for the distribution of electric energy and for communication purposes; and

WHEREAS, PG&E requires an Easement from the City of McFarland to access this electrical infrastructure from time to time to maintain and/or repair any items needing repair; and

WHEREAS, This easement is limited to the locations shown on the exhibit A map drawing No. 35683353; and

WHEREAS, City Staff finds this necessary for the City to grant this easement to PG&E.

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

1. The City Council hereby approves the granting of the Easement to PG&E on the location shown on exhibit A on Drawing No. 35683353.
2. The City Manager or City Attorney is hereby authorized to execute the Deed Agreement
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2226-25-10011

PM 35683353

EASEMENT DEED

CITY OF MC FARLAND,

("Grantor"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of McFarland, County of Kern, State of California, described as follows:

(APN 201-070-81)

The parcel of land described as PARCEL 2A in the deed from CPT Operating Partnership, LP, to Grantor dated April 25, 2024 and recorded as Document No. 224049508, Kern County Records.

The facilities and easement area are described as follows:

Underground ducts banks, conduits, manholes, electrical conductors, wires, and cables; underground and/or aboveground junction boxes, enclosures, transformers with associated pads or vaults; aboveground risers, marker posts, service pedestals, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the [duct banks, conduits], and the strip of land with a width of 12 feet and a length of 14 feet, as initially installed hereunder. The approximate location of said facilities is shown upon Grantee's Drawing No. 35683353 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will, at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____

CITY OF MC FARLAND,

By _____
Name
Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____ Notary Public,

Insert name

personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

Pacific Gas and Electric Company



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2226-25-10011

Area, Region or Location: 2

Land Service Office: Bakersfield

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.26.25.13.13,

FERC License Number: n/a

PG&E Drawing Number: 35683353

Plat No.: 26254 (BI135-J18)

LD of Affected Documents: n/a

LD of Cross Referenced Documents: n/a

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: n/a

% Being Quitclaimed: n/a

Order or PM: 35683353

JCN: n/a

County: Kern

Utility Notice Number: n/a

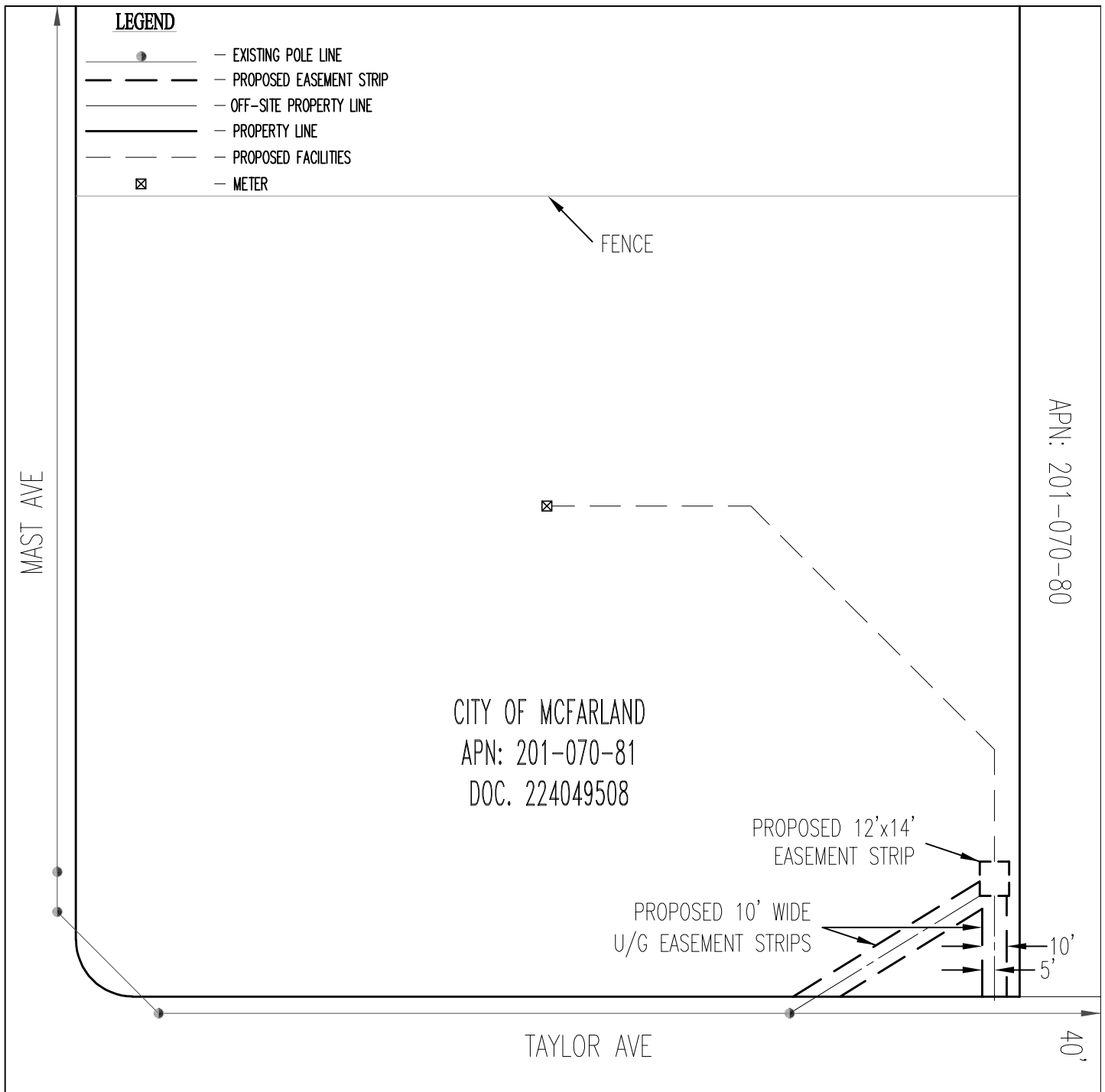
851 Approval Application No: n/a ;Decision: n/a

Prepared By: DQDH

Checked By: lcp9

Approved By:

Revised by:



APN: 201-551-01



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:					CITY OF MCFARLAND		SCALE N.T.S.	DATE 11/14/2025
SECTION 13	TOWNSHIP 26 S.	RANGE 25 E.	MERIDIAN M. D. B & M	COUNTY OF:	KERN	CITY OF:	MCFARLAND	
PLAT MAP REFERENCES				F.B.:	DR.BY: dqdh	CH.BY: lcp9		
26254-ELEC. DIST. B1135-J18-UNIFIED GRID				PG&E	KERN DIVISION	131616036 NOTIFICATION	35683353 DRAWING NO.	
SW 1/4, NE 1/4								



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 3.
Section: CONSENT AGENDA
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING AN ACCESS AGREEMENT WITH THE MCFARLAND RECREATION AND PARK DISTRICT FOR INSPECTION OF THE SHERWOOD PARK POOL FACILITY

SUMMARY:

The McFarland Recreation and Park District is the owner of the property, located at Kern County Assessor's Parcel No. 201-070-44, which includes a public swimming pool facility and related equipment and improvements.

The City of McFarland and the McFarland Recreation and Park District are currently engaged in discussions regarding a potential lease of the pool facility. In order to evaluate the condition of the facility and determine the scope of repairs needed to restore the pool to operational status, the District granted the City temporary access to the site through an Access Agreement. The agreement provides the City and its representatives the ability to enter the property for the limited purpose of inspecting the pool facility and associated equipment. The access license is provided at no cost and is limited to a term of sixty (60) days from the commencement date or until a lease agreement is executed, whichever occurs first.

The agreement also requires the City to maintain appropriate insurance coverage and indemnify the District for activities related to the inspection. Due to timing considerations related to ongoing negotiations and the need to promptly assess the facility, the agreement was executed prior to formal Council approval. Staff is therefore requesting retrospective approval to ratify the agreement and confirm the City's authorization for the access provided.

FINANCIAL IMPACT:

No financial impact anticipated.

RECOMMENDATION:

Staff recommends retrospective approval of the access agreement between the City of McFarland and the McFarland Recreation and Park District.

ATTACHMENTS:

1. MRPD ACCESS AGREEMENT

RESOLUTION NO. 2026-29

**APPROVAL OF RESOLUTION NO. 2026-29 A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MCFARLAND, CALIFORNIA APPROVING AN ACCESS AGREEMENT
WITH THE MCFARLAND RECREATION AND PARK DISTRICT FOR INSPECTION OF
THE SHERWOOD PARK POOL FACILITY**

WHEREAS, The McFarland Recreation and Park District is the owner of the property, located at Kern County Assessor's Parcel No. 201-070-44, which includes a public swimming pool facility and related equipment and improvements; and

WHEREAS, The City of McFarland and McFarland Recreation and Park District are in ongoing negotiations for a long-term lease for the pool located on the aforementioned APN. In order to evaluate the condition of the facility and determine the scope of repairs needed to restore the pool to operational status, the District granted the City temporary access to the site through an Access Agreement; and

WHEREAS, The City agrees to the terms as set forth, to include but not limited to, maintaining requested insurance coverage throughout the duration of the agreement; and

WHEREAS, The City Council retrospectively approves the execution of the access agreement between with City of McFarland and the McFarland Recreation and Park District.

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

1. The site located at Kern County Assessor's Parcel No. 201-070-44 is owned by the McFarland Recreation and Park District.
2. The City and McFarland Recreation and Park District are in ongoing negotiations for the pool located at the aforementioned APN.
3. The City agrees to the terms as set forth to include, but not limited to, all insurance requirements.
4. The City Council retroactively approves the execution of the access agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “Agreement”) is effective as of the ____ day of March, 2026, by and between the **CITY OF McFARLAND**, a municipal corporation, (the “City”), and **McFARLAND RECREATION AND PARK DISTRICT**, a California special district, (the “District”) who expressly agree and contract as described below. The City and the District are singularly referred to as a “party” and collectively as the “parties” on a generic basis.

Recitals

This Agreement is made with reference to the following facts and circumstances:

A. The District owns certain real property identified as Kern County Assessor’s Parcel No. 201-070-44 and commonly known as Sherwood Park (the “Property”). Located upon the Property is a public swimming pool facility with the attendant equipment and improvements associated with the swimming pool (the “Pool Facility”).

B. The City and the District have entered into negotiations regarding the City’s lease of the Pool Facility;

C. The City desires access to the Pool Facility during the course of the negotiations to inspect the Pool Facility and determine the scope of repairs necessary to render the swimming pool operable.

D. The District desires to grant the City access to the Pool Facility for the purpose described herein pursuant to the conditions, provisions and terms of this Agreement;

NOW, THEREFORE, and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties expressly agree and contract as follows:

Agreement

ARTICLE I. GRANT OF LICENSE

1.1. Generally. The District hereby grants to the City a license (the “License”) to access the Pool Facility for the limited purpose of inspecting and determining the state of repair of the equipment and improvements associated with the Pool Facility. Included with the License is the ability of the City or its representatives to traverse the Property, as necessary, in order for the City or its representatives to obtain access to the Pool Facility.

1.2. Consideration. The District will not require consideration from the City for the use of the License for the term set forth herein.

1.3. As-Is, Where-Is/No Warranty. The License and all interests in and to the lands subject thereto shall be granted to the City on an “AS IS/WHERE IS” basis, without representation or warranty of any type, express or implied.

1.4. Term. This Agreement shall commence on March __, 2026 (the “Commencement Date”) and shall expire on the sixtieth (60th) day thereafter or upon the execution of a lease for the Pool Facility between the City and the District, whichever shall first occur (the “Expiration Date”). In the event the parties do not agree upon the terms of a lease for the Pool Facility, the License will thereupon expire.

1.5. Restoration of Pool Facility. Upon expiration or the earlier termination of this Agreement, the City shall return and restore the Premises to the condition it existed prior to the Commencement Date.

ARTICLE II. INDEMNIFICATION; INSURANCE

2.1. Indemnification. The City shall indemnify, hold harmless and defend District and its directors, employees, independent contractors, officers, representatives, successors, and all others acting for, under, or in concert with it, harmless of and from any and all actions, claims, costs, damages, expenses, liabilities and losses, including, but not limited to, attorneys' fees and disbursements, arising out of or relating to in any way to the City's activities associated with its use of the License herein, or breach of its specific duties, obligations and responsibilities under this Agreement.

2.2. Insurance.

2.2.1. Generally. The City shall maintain, at its sole cost and expense without right of reimbursement from the District Comprehensive or Commercial General Liability Insurance policy and Automobile Liability Insurance policy,

2.2.2. Amount of Coverage. All insurance coverages shall be in amounts described in this Section 2.2.2. The Comprehensive or Commercial General Liability Insurance policy shall have a combined single limit of liability coverage for each occurrence for bodily injury and property damage of at least Two Million Dollars and No Cents (\$2,000,000.00). The Automobile Liability Insurance policy shall have a combined single limit of liability for each occurrence for bodily injury and property damage of at least Five Hundred Thousand Dollars and No Cents (\$500,000.00).

2.2.3. Certificates Of Insurance. The City shall name the District as an additional insured under each of the aforementioned insurance policies. The City shall provide certificates of insurance for each of said insurance policies to the District as well as evidence of the City's payment of its premiums on said insurance policies upon the insuring party's execution of this Agreement and thereafter as either necessary, reasonable or when requested by the other party. Said certificates of insurance shall provide that there shall be no cancellation or reduction of coverage, or material modification of the insurance policy without thirty (30) days prior written notice to the District.

ARTICLE III. MISCELLANEOUS

3.1. Enforceability. The rights granted to the parties are of a special and unique kind and character, and if there is a breach by any party of any material provision of this Agreement, the other party would not have any adequate remedy at law. It is expressly agreed that the rights of the parties may be enforced by any action for specific performance and such other equitable remedies as provided under the laws of the State of California.

3.2. Remedies Not Exclusive. Any party's use of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such party of, or limit the application of, any other remedy provided by law, at equity or otherwise.

3.3. Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties to enforce or interpret this Agreement, the unsuccessful party or parties to such litigation shall pay to the successful party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party or parties and, if such successful party or parties shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees may be included in and as a part of such judgment. The successful party or parties shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, the successful party or parties shall be determined by the court.

3.4. Waiver. No waiver of any default or failure or delay to exercise any right or remedy by a party shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

3.5. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Agreement.

3.6. Notices. All notices, demands, or other communications that either party desires or is required or permitted to give or make to the other party under or pursuant to this Agreement (collectively referred to as "notices") shall be made or given in writing and shall either be: (i) personally served; (ii) sent by registered or certified mail, postage prepaid; (iii) sent by telex or facsimile ("fax"); or, (iv) sent by a nationally recognized overnight delivery service or courier (such as Federal Express or DHL). All notices shall be addressed or faxed to or personally served on the parties as noted below:

The District: McFarland Recreation and Park District
Attention: Lisa Marroquin
100 2nd Street
McFarland, CA 93250

With Copy to: Clifford & Brown
Attention: Beth A. Kuney
1430 Truxtun Ave., Suite 900
Bakersfield, CA 93301

The City: City of McFarland
Attention: Megan Snyder
401 W. Kern Ave.
McFarland, CA 93250

With Copy to: Hodges Law Group
Attention: Nathan M. Hodges
1925 G Street
Bakersfield, CA 93301

Notices given by a party pursuant to the alternative methods described in this section shall be deemed to have been delivered to and received by the other party at the following times: (a) for notices personally served, on the date of hand delivery to the other party or its duly authorized employee, representative, or agent; (b) for notices given by registered or certified mail, on the date shown on the return receipt as having been delivered to and received by the other party or parties; (c) for notices given by fax, on the date the notice is faxed to the other party or parties; provided, however, that notices given by fax shall not be effective unless either (i) a duplicate copy of such faxed notice is promptly given by first-class mail, postage

prepaid, and addressed as provided above, or (ii) the sending party's facsimile equipment is capable of providing a written confirmation of the receiving party's receipt of such notice; provided further, however, any notice given by fax shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a nonbusiness day; or, (d) for notices delivered by overnight courier, on the next business day after same has been deposited with the courier as evidenced by the receipt provided by such courier to the party giving notice. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section, and that any person to be given notice actually receives such notice. A party may change or supplement its designated agent, address, or fax number given above, or designate additional agents, addresses or fax numbers for notice purposes, by giving notice to the other party in the manner set forth in this section, provided that any such address change shall not be effective until five (5) days after the notice is delivered or received by the other party.

3.8. Binding Effect. Subject to Section 3.9, this Agreement shall inure to and for the benefit of and be binding upon each party's respective administrators, agents, attorneys, directors, employees, executors, officers, successors, and all others acting for, under, or in concert with it,.

3.9. Assignment. Notwithstanding Section 3.8, The City shall not assign, convey, encumber, hypothecate, sell or otherwise transfer this Agreement or any right or interest therein or thereunder, or permit or suffer any such assignment, conveyance, encumbrance, hypothecation, sale or transference to occur by operation of law without the prior written consent of the District in its sole and absolute discretion.

3.10. No Third Party Beneficiary. This Agreement is made for the sole benefit of the parties and their respective successors and assigns and no other person or persons shall have any right of action hereon.

3.11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the issues addressed herein and constitutes an integration of the entire agreement, contract, promises and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect.

3.12. Modification. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

3.13. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California, where it is to be executed, delivered and performed. The parties agree that this Agreement is made and shall be performed in Kern County, California, and therefore that the only proper venue for litigation or arbitration shall be the Kern County Superior Court, Metropolitan Division.

3.14. Construction. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. Captions or headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. To the extent used or subsequently used in an amendment to this Agreement, the word "day" shall mean a "calendar" day and the phrase "business day" shall mean those days on which the Kern County Superior Court is open for business.

3.15. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

3.16. Time of the Essence. Time is hereby expressly declared to be of the essence in this Agreement and all conditions, covenants, provisions and terms thereof.

3.17. Effective Date. This Agreement shall be deemed effective by the parties as of the date first (1st) written above.

"District"

DATED: March __, 2026

McFARLAND RECREATION AND PARK DISTRICT, a California special district

By: _____
[Print] _____
Its: _____

"City"

DATED: March __, 2026

CITY OF McFARLAND, a municipal corporation

By: _____
[Print] _____
Its: _____

57770-1/ACCESS AGREEMENT



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: CONSENT AGENDA
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CINCO DE MAYO FESTIVAL EVENT AND APPROVING AN AGREEMENT FOR CARNIVAL RIDE SERVICES

SUMMARY:

The City has historically supported community events that bring residents together and promote cultural appreciation and community engagement. The Cinco de Mayo Festival provides an opportunity for residents, families, and local businesses to participate in a community celebration.

Staff proposes hosting the Cinco de Mayo Festival beginning on Friday, April 24th and concluding on Sunday, April 26th at Blanco Park.

The event is expected to include:

- McFarland USA Run
- Carnival Rides
- Live music and cultural performances
- Food vendors and local artisan booths
- Resource Booths & Community organization participation
- Family-friendly activities and entertainment

City staff will coordinate event logistics including permitting, vendor coordination, traffic control, public safety coordination, and event promotion.

The event is anticipated to attract residents and visitors from McFarland and surrounding communities and will contribute to community engagement and local economic activity.

A more compressive event overview and budget will be presented at a later council meeting; however, it is imperative that we secure the carnival ride vendor to ensure

FINANCIAL IMPACT:

The percentages listed in the agreement are what portions of sales the city will be afforded from ticket and wristband sales. These amounts will assist us in overhead operational costs associated with facilitating this event.

RECOMMENDATION:

Staff recommends approval of Resolution 2026-32 and approves the terms of the attached agreement with the vendor, and giving the City Manager signatory authority.

ATTACHMENTS:

1. 2026 McFarland contract

RESOLUTION NO. 2026-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CINCO DE MAYO FESTIVAL EVENT AND APPROVING AN AGREEMENT FOR CARNIVAL RIDE SERVICES

WHEREAS, the City of McFarland has historically supported community events that bring residents together and promote cultural appreciation and community engagement; and

WHEREAS, the celebration of Cinco de Mayo provides an opportunity for residents, families, and local businesses to participate in a community celebration that highlights Mexican culture, traditions, and heritage; and

WHEREAS, the City proposes hosting the Cinco de Mayo Festival beginning on Friday, April 24, and concluding on Sunday, April 26, at Blanco Park; and

WHEREAS, the event is anticipated to include activities such as the McFarland USA Run, carnival rides, live music and cultural performances, food vendors, local artisan booths, community resource booths, and family-friendly entertainment; and

WHEREAS, the festival is expected to attract residents and visitors from surrounding communities and contribute to community engagement and local economic activity; and

WHEREAS, it is necessary to secure a carnival ride vendor in advance of the event to ensure proper planning and coordination, council authorizes City Manager to execute the agreement; and

WHEREAS, the proposed agreement establishes revenue sharing percentages from ticket and wristband sales that will assist the City in offsetting operational and event-related costs associated with facilitating the festival.

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 the City of McFarland to host and support the Cinco de Mayo Festival to be held from April 24 through April 26 at Blanco Park.

2. The City Council hereby approves the agreement with the carnival ride vendor for the provision of carnival rides and related services during the festival, including the revenue sharing provisions from ticket and wristband sales as outlined in the agreement.
3. The City Manager, or designee, is authorized to execute the agreement and any related documents necessary to facilitate the event and coordinate event logistics, including vendor participation, permitting, traffic control, public safety coordination, and event promotion.
4. The City Council encourages residents, local businesses, and community organizations to participate in the festival in celebration of cultural heritage and community unity.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

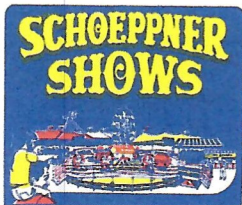
ATTEST:

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



PHIL and PAM SCHOEPPNER
(805) 943-6294
(Winter Phone)

41910 27th Street West
Palmdale, CA 93551
(Winter Address)

CARNIVAL RIDES • CONCESSIONS

We will provide 12 Rides and 8 Concessions
FOR (Sponsoring Committee) City of McFarland
CITY McFarland CA DATE April 24-26
NAME OF EVENT Cinco de Mayo DAYS 3

The Committee percentage will be according to ride gross after the usual sales tax is deducted:
30 % of advance sale tickets 23 % of carnival tickets N/A per concession,
400 strips advance sale tickets at 1 Strip for \$ 30, deposit required of N/A.
300 wristband coupons valid Friday or Sunday \$35.00 each

All unsold advance sale tickets and money will be deposited with Schoeppner Shows prior to the start of event, or all sold advance sale tickets will not be honored. Settlement on other than the advance sale tickets will be made at the end of event. If event rained out, no concession fee. No refunds on advance sale tickets. No refunds on carnival tickets.

We have exclusive rights as to location of all ride, concession, and food stands.

We agree to furnish, in addition to said rides and concessions, carnival posters, tickets, ticket sellers, and ticket boxes.

Committee agrees to furnish and pay for any permits or license that may be required, and for all lot and street privileges necessary for the satisfactory operating, conducting, and placing of all attractions and concessions, also to furnish any pay for the following: sufficient police protection, all connections and electric current for power and illumination necessary for the conducting of said engagement, said current to be of twenty-four hours service and to be supplied until all attractions are dismantled at the close of the engagement, water hookup, trash removal, bill posting, and toilets available twenty-four hours or two porta-potties.

All rides, shows, etc. will operate in your city unless delayed by accidents, strikes, fire, acts of God, or any other cause beyond their control.

We will have exclusive rights on the midway for rides, shows, food, concessions, and local concessions will be subject to our approval.

Both parties agree to work hand in hand to make this event a success. Should any unforeseen calamity arises such as fire, floods, strikes, tornadoes, or labor refuse to transport, this contract shall be null and void.

Contract is valid for 2026

We would like to think we are easy to work with. If you have any questions or problems, let us know.
Thank you for your commitment.
SCHOEPPNER SHOWS
Please sign, date and return WHITE copy only
COMMITTEE

Phil Schoeppner

owner



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: PUBLIC HEARINGS
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

FROM: Megan Snyder, Community Development Director
Diego Viramontes, City Manager
Brianahi De Leon, Senior City Planner

SUBJECT: ANNEXATION NO. 3 INTO COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES), AND ANNEXATION NO. 4 INTO COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) AND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE)

SUMMARY:

Resolution No. 2017-038 established CFD No. 2017-1 (Police Services), Resolution No. 2017-039 established CFD No. 2017-2 (Landscaping and Street Maintenance) and Resolution No. 2019-038 established CFD No. 2019-1 (Fire Protection Services), three Mello-Roos Community Facilities Districts that were formed with the expectation that subsequent development would be required to annex into the districts, as applicable.

The project proposed for annexation into CFD 2017-1, CFD 2017-2 and CFD 2019-1 (the “CFDs”) is known as Tract 7394 (the “Project”) which will develop into single family residential properties. The boundaries of the annexation consist of the area within assessor’s parcel numbers 060-090-32.

On February 11, 2026, the City Council adopted Resolution No. 2026-14 and Resolution No. 2026-12 declaring its intention to annex territory (Annexation No. 4) to CFD No. 2017-1 and CFD No. 2017-2, and set the public hearing for March 13, 2026. Also, on February 11, 2026, the City Council adopted Resolution No. 2026-13 declaring its intention to annex territory (Annexation No. 3) to CFD No. 2019-1, and set the public hearing for March 13, 2026.

The purpose of the public hearing is to take public comment on the annexation of territory to the CFDs and to accept protests from any property owner within the proposed boundaries. If no property protests are received, City Council may take the initial action to annex the territory to the CFDs by approving resolutions to annex the Project, authorize the levy of the special tax, and call a special property owner election.

FINANCIAL IMPACT:

There is no direct fiscal impact to the City’s General Fund associated with this action. Upon completion of the annexation and approval by the property owner election, the properties within Tract 7394 will be subject to annual special taxes under CFD No. 2017-1 (Police Services), CFD No. 2017-2 (Landscaping and Street Maintenance), and CFD No. 2019-1 (Fire

Protection Services), beginning in Fiscal Year 2026–2027. These special tax revenues will fund ongoing public safety, landscaping, and street maintenance services within the districts.

RECOMMENDATION:

It is recommended that the City Council:

1. Hold the public hearing and receive public testimony and property owner protests for the proposed annexation of property into CFD No. 2017-1 (Police Services), CFD No. 2017-2 (Landscaping and Street Maintenance) and CFD 2019-1 (Fire Protection Services) and the authorization to levy special taxes within the territory proposed to be included in each CFD.
2. Adopt Resolution No. 2026-23, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4
3. Adopt Resolution No. 2026-24, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 4
4. Adopt Resolution No. 2026-25, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3

ATTACHMENTS:

None

RESOLUTION NO. 2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4

WHEREAS, The City Council (“Council”) of the City of McFarland, California, (“City”), on February 11, 2026, adopted Resolution No. 2026-14 (the “Resolution of Intention”) stating its intention to annex the territory to the City’s Community Facilities District No. 2017-1 (Police Services) (the “CFD”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, The Resolution of Intention set March 13, 2026, as the date of the public hearing; and

WHEREAS, On the 13th of March 2026, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD; and

WHEREAS, At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or

more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Proposed boundaries of Annexation No. 4 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 4 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention have heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on March 13, 2026 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.
9. The City Clerk has accepted the ballots of the qualified electors received prior to 2:00 p.m. on Election Day, whether received by mail or by personal delivery.
10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a

minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

EXHIBIT A
City of McFarland

**Community Facilities District No. 2017-1 (Police Services),
Annexation No. 4**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of McFarland no later than 2:00 o'clock p.m. on Friday, March 13, 2026 either by mail or in person. The City Clerk's office is located at City Hall, 401 W. Kern Ave., McFarland, CA.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of McFarland and obtain another.

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-1 (Police Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-14, of the City of McFarland adopted by its Council on February 11, 2026?

YES:

☐

NO:

☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

RESOLUTION NO. 2026-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ANNEXING OF
TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING
THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED
ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2
(LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 4**

WHEREAS, The City Council (“Council”) of the City of McFarland, California, (“City”), on February 11, 2026, adopted Resolution No. 2026-12 (the “Resolution of Intention”) stating its intention to annex the territory to the City’s Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the “CFD”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, The Resolution of Intention set March 13, 2026 as the date of the public hearing; and

WHEREAS, On the 13th of March 2026, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD; and

WHEREAS, At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Proposed boundaries of Annexation No. 4 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 4 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention have heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on March 13, 2026 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.
9. The City Clerk has accepted the ballots of the qualified electors received prior to 2:00 p.m. on Election Day, whether received by mail or by personal delivery.
10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

EXHIBIT A
City of McFarland

**Community Facilities District No. 2017-2 (Landscaping and Street Maintenance),
Annexation No. 4**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of McFarland no later than 2:00 o'clock p.m. on Friday, March 13, 2026 either by mail or in person. The City Clerk's office is located at City Hall, 401 W. Kern Ave., McFarland, CA.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of McFarland and obtain another.

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-12, of the City of McFarland adopted by its Council on February 11, 2026?

YES:

☐

NO:

☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ANNEXING OF TERRITORY (TRACT 7394) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3

WHEREAS, The City Council (“Council”) of the City of McFarland, California, (“City”), on February 11, 2026, adopted Resolution No. 2026-13 (the “Resolution of Intention”) stating its intention to annex the territory to the City’s Community Facilities District No. 2019-1 (Fire Protection Services) (the “CFD”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, The Resolution of Intention set March 13, 2026 as the date of the public hearing; and

WHEREAS, On the 13th of March 2026, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD; and

WHEREAS, At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or

more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Proposed boundaries of Annexation No. 3 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 3 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention have heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on March 13, 2026 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.
9. The City Clerk has accepted the ballots of the qualified electors received prior to 2:00 p.m. on Election Day, whether received by mail or by personal delivery.
10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a

minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

EXHIBIT A
City of McFarland

**Community Facilities District No. 2019-1 (Fire Protection Services),
Annexation No. 3**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of McFarland no later than 2:00 o'clock p.m. on Friday, March 13, 2026 either by mail or in person. The City Clerk's office is located at City Hall, 401 W. Kern Ave., McFarland, CA.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of McFarland and obtain another.

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2019-1 (Fire Protection Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-13, of the City of McFarland adopted by its Council on February 11, 2026?

YES:

☐

NO:

☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: PUBLIC HEARINGS
Meeting Date: March 13, 2026

TO: Honorable Mayor and Council Members

FROM: Brianahi De Leon, Senior City Planner
Megan Snyder, Community Development Director
Diego Viramontes, City Manager

SUBJECT: ANNEXATION NO. 3 INTO COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES), AND ANNEXATION NO. 4 INTO COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) AND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE)

SUMMARY:

Resolution No. 2017-038 established CFD No. 2017-1 (Police Services), Resolution No. 2017-039 established CFD No. 2017-2 (Landscaping and Street Maintenance) and Resolution No. 2019-038 established CFD No. 2019-1 (Fire Protection Services), three Mello-Roos Community Facilities Districts that were formed with the expectation that subsequent development would be required to annex into the districts, as applicable.

The project proposed for annexation into CFD 2017-1, CFD 2017-2 and CFD 2019-1 (the “CFDs”) is known as Tract 7394 (the “Project”) which will develop into single family residential properties. The boundaries of the annexation consist of the area within assessor’s parcel numbers 060-090-32.

On February 11, 2026, the City Council adopted Resolution No. 2026-14 and Resolution No. 2026-12 declaring its intention to annex territory (Annexation No. 4) to CFD No. 2017-1 and CFD No. 2017-2, and set the public hearing for March 13, 2026. Also, on February 11, 2026, the City Council adopted Resolution No. 2026-13 declaring its intention to annex territory (Annexation No. 3) to CFD No. 2019-1, and set the public hearing for March 13, 2026.

On March 13, 2026, a public hearing was held to take public comment on the annexation of territory to the CFDs and to accept protests from any property owner within the proposed boundaries. After the close of the public hearing, the City Council thereafter took the initial action to annex the territory to the CFDs by approving Resolution No. 2026-23, 2026-24, and 2026-25 to annex the Project, authorize the levy of the special tax, and call a special property owner election.

Once the election is called, the City Clerk opens and tabulates the ballots. If two-thirds (2/3) of the returned ballots consent to the annexation, then the City Council can take action to direct the recording of the Notice of Special Tax Lien..

Once the annexations are complete, the property owner will be required to pay an annual

special tax for CFD 2017-1, CFD 2017-2, and CFD 2019-1 as itemized on the property tax bill, beginning in Fiscal Year 2026/2027 in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

FINANCIAL IMPACT:

There is no direct fiscal impact to the City's General Fund associated with this action. Upon completion of the annexation and approval by the property owner election, the properties within Tract 7394 will be subject to annual special taxes under CFD No. 2017-1 (Police Services), CFD No. 2017-2 (Landscaping and Street Maintenance), and CFD No. 2019-1 (Fire Protection Services), beginning in Fiscal Year 2026–2027. These special tax revenues will fund ongoing public safety, landscaping, and street maintenance services within the districts.

RECOMMENDATION:

It is recommended that the City Council:

1. Direct the City Clerk to announce the election results.
2. Adopt Resolution No. 2026-26, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4 (TRACT 7394)
3. Adopt Resolution No. 2026-27, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 4 (TRACT 7394)
4. Adopt Resolution No. 2026-28, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3 (TRACT 7394)

ATTACHMENTS:

None

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 4 (TRACT 7394)

WHEREAS, In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2017-1 (Police Services) (the “CFD”); and

WHEREAS, Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

WHEREAS, This City Council has reviewed the Canvass and hereby approves it.

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

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2026-23, a Resolution of the City Council Annexing of Territory (Tract 7394) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2017-1 (Police Services) Annexation No. 4, adopted March 13, 2026.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.
4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.
5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

Exhibit A

**City of McFarland
Community Facilities District No. 2017-1
(Police Services)
Annexation No. 4**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on March 13, 2026 in the territory annexed to Community Facilities District No. 2017-1 (Police Services) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2017-1 (Police Services)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 4 Special Tax Annexation Election, March 13, 2026	37			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-1 (Police Services) (the “CFD”) be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-14, of the City of McFarland adopted by its Council on February 11, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF MARCH 2026.

CITY OF MCFARLAND

By: _____
City Clerk

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 4 (TRACT 7394)

WHEREAS, In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the “CFD”); and

WHEREAS, Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

WHEREAS, This City Council has reviewed the Canvass and hereby approves it.

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

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2026-24, a Resolution of the City Council Annexing of Territory (Tract 7394) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) Annexation No. 4, adopted March 13, 2026.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.
4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.
5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on March 13, 2026 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

Exhibit A

**City of McFarland
Community Facilities District No. 2017-2
(Landscaping and Street Maintenance)
Annexation No. 4**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on March 13, 2026 in the territory annexed to Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2017-2 (Landscaping and Street Maintenance)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 4 Special Tax Annexation Election, March 13, 2026	37			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the “CFD”) be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-12, of the City of McFarland adopted by its Council on February 11, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF MARCH 2026.

CITY OF MCFARLAND

By: _____
City Clerk

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 3 (TRACT 7394)

WHEREAS, In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2019-1 (Fire Protection Services) (the “CFD”); and

WHEREAS, Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

WHEREAS, This City Council has reviewed the Canvass and hereby approves it.

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

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2026-25, a Resolution of the City Council Annexing of Territory (Tract 7394) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services) Annexation No. 3, adopted March 13, 2026.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.
4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.
5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

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

13, 2026 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

Exhibit A

**City of McFarland
Community Facilities District No. 2019-1
(Fire Protection Services)
Annexation No. 3**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on March 13, 2026 in the territory annexed to Community Facilities District No. 2019-1 (Fire Protection Services) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 3 Special Tax Annexation Election, March 13, 2026	37			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2019-1 (Fire Protection Services) (the “CFD”) be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2026-13, of the City of McFarland adopted by its Council on February 11, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF MARCH 2026.

CITY OF MCFARLAND

By: _____
City Clerk