



# MCFARLAND CITY COUNCIL

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

## Regular Meeting Notice and Agenda

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

**Wednesday, April 22, 2026  
6:00 PM**

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

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

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

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

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

**CALL TO ORDER:** Mayor Saul Ayon

**ROLL CALL:**  
Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano  
Council Member/Board Member, Martin Gutierrez  
Council Member/Board Member, Anita Gonzalez  
Council Member/Board Member, María T. Pérez

**INVOCATION:** Economic Development Manager Paul Saldana

**PLEDGE OF ALLEGIANCE:** Public Works Director Yerlys Hernandez

**APPROVE AGENDA AS TO FORM**

**FEATURED PET:**

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

- Featured Pet Presented by Chief of Police Adrian Olmos

**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. A Proclamation Declaring May 4–8, 2026, as Economic Development Week in the City of McFarland
2. A Proclamation Declaring April 12–18, 2026, as National Public Safety Telecommunications Week in the City of McFarland
3. Recognition of Police Office Technician Hilda Maduena for Successfully Completing the 160 Hour California POST Public Safety Dispatchers’ Basic Course
4. Presentation and Swearing in Ceremony of Police Officer Chloe Blake
5. Presentation and Swearing In of Newly Appointed Deputy Chief of Police, Brandon Rutledge

**DEPARTMENTAL REPORTS**

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

6. Approval of Expense Report in the Amount of \$487,159.64 from 3/28/2026 to 4/10/2026.
7. Approval of April 8, 2026, Regular City Council Meeting Minutes
8. Approval of April 8, 2026, Special City Council Meeting Minutes
9. Approval of Resolution No. 2026-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MCFARLAND AND KERN INTERN CONNECT PROGRAM TO PARTICIPATE IN A WAGE REIMBURSEMENT INITIATIVE SUPPORTING INTERN EMPLOYMENT
10. LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 (FISCAL YEAR 2026/2027): INITIATION OF PROCEEDINGS, PRELIMINARY APPROVAL OF ENGINEER’S REPORT, AND DECLARATION OF INTENTION TO LEVY AND COLLECT ASSESSMENTS

- a. Approval of Resolution No. 2026-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2026/2027
  - b. Approval of Resolution No. 2026-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2026/2027
  - c. Approval of Resolution No. 2026-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2026/2027, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
11. Approval of Resolution No. 2026-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE CINCO DE MAYO FESTIVAL, INCLUDING ASSOCIATED PLANS, LOGISTICS AND BUDGET
  12. Approval of Resolution No. 2026-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(b)(1) THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON PERKINS AVENUE IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
  13. Approval of Resolution No. 2026-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(b)(1) THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON FRONTAGE ROAD IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**PUBLIC HEARINGS**

14. PUBLIC HEARING NO.2 - PROPOSED CITY CHARTER (GOV. CODE §34458): RECEIVE PUBLIC COMMENT AND COUNCIL DIRECTION ON PROPOSED CHARTER
15. Waive Full Reading and Introduce Ordinance No. 2-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADDING SECTION 17.137.090 OF THE MCFARLAND MUNICIPAL CODE RELATED TO NONCONFORMING USES UPON ANNEXATION
16. Waive Full Reading and Introduce Ordinance No. 3-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADDING SECTION 13.04.695, SECTION 13.04.705, AND CHAPTER 13.10 OF THE MCFARLAND MUNICIPAL CODE PROHIBITING WATER THEFT, UNAUTHORIZED WATER USE, AND UNAUTHORIZED CONNECTION TO FIRE HYDRANTS AS ALLOWED BY STATE LAW

## **ADMINISTRATIVE AGENDA**

17. Approval of Resolution No. 2026-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE EMPLOYMENT AGREEMENT WITH BRANDON RUTLEDGE, DEPUTY CHIEF OF POLICE

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

## **COUNCIL COMMENTS**

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

- a. Kern Council of Governments (KCOG)
- b. Kern Economic Development Corp. (KEDC)
- c. Kern Local Agency Formation Commission (LAFCO)
- d. Delano Mosquito Abatement District (DMAD)
- e. San Joaquin Valley Air Pollution Control District (SVJ)

## **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**

18. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)  
Property: APN 201-031-04,  
Agency Negotiators: Diego Viramontes and Paul Saldana  
Negotiating Parties: Triumph M, LLC & Norman Yousif  
Under Negotiation: Terms, price, and conditions of lease

## **ADJOURNMENT**

This is to certify this agenda was posted at McFarland City Hall on April 17, 2026.

*Erika De La Cruz*

Erika De La Cruz, City Clerk

*Diego Viramontes*

Diego Viramontes, City Manager

**Next Meeting: Regular City Council May 13, 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](http://www.mcfarlandcity.org) and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.



## **CITY OF MCFARLAND ANIMAL SHELTER**

### **PET OF THE WEEK**



**Name:** Frisco

**Breed:** Cattle Dog Mix

**Age:** Approx 1 year

**Sex:** Male

**Description:** Frisco is a shy yet playful puppy looking for his forever home.

Adopt Don't Shop!

♥ Thank you for supporting McFarland's shelter pets! ♥





# Proclamation

## Economic Development Week

### May 4-8, 2026

**WHEREAS**, more than 100,000 economic development and related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that foster long-term, equitable community growth; and

**WHEREAS**, for generations, the economic development profession has cultivated thriving neighborhoods, championed sustainability and resiliency, strengthened economic prosperity, enhanced quality of life, and built robust tax bases; and

**WHEREAS**, economic development professionals operate across diverse environments, including rural, suburban, and urban communities; local, state, provincial, and national governments; public-private partnerships; chambers of commerce, institutions of higher education; and similar organizations and associations; and

**WHEREAS**, economic development professionals serve as stewards of progress, connecting residents, business leaders, elected officials, industry executives, and educational institutions to advance job creation, community investment, infrastructure improvements, and long-term opportunity; and

**WHEREAS**, economic developers contribute to the continued strength and vitality of the City of McFarland and Kern County, building on past achievements while shaping a resilient and prosperous future; and

**WHEREAS**, since 1926, the International Economic Development Council and its preceding organizations have advanced the profession globally, marking 100 years of leadership dedicated to fostering growth, innovation, inclusion, sustainability, and resilience in communities of all sizes;

**NOW, THEREFORE, I**, Mayor Saul Ayon, on behalf of the City Council of the City of McFarland do hereby proclaim May 4-8, 2026 as Economic Development Week.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of McFarland, CA, on this 22nd day of April 2026.

*Saul Ayon*  
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Saul Ayon  
Mayor



# Proclamation

## **National Public Safety Telecommunications Week April 12 – 18, 2026**

**WHEREAS**, emergencies can occur at any time and any place, requiring an immediate and coordinated response, and Public Safety Telecommunicators are the first point of contact in the emergency response system; and

**WHEREAS**, Public Safety Telecommunicators serve as the critical link between individuals in crisis and emergency responders, providing calm, clear, and lifesaving communication when it is needed most; and

**WHEREAS**, Public Safety Telecommunicators are highly trained professionals who must quickly assess situations, provide instructions, and dispatch appropriate resources, often while managing multiple high-stress incidents simultaneously; and

**WHEREAS**, these dedicated individuals demonstrate exceptional skill, composure, and compassion, offering reassurance and guidance to callers during some of the most critical and emotional moments of their lives; and

**WHEREAS**, each dispatcher has consistently exhibited professionalism, dedication, and commitment to public service in the performance of their duties throughout the past year.

**NOW, THEREFORE, I**, Mayor Saul Ayon, on behalf of the City Council of the City of McFarland do hereby proclaim April 12-18, 2026 as National Public Safety Telecommunications Week.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of McFarland, CA, on this 22nd day of April 2026.

*Saul Ayon*  
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Saul Ayon  
Mayor



# Expense Approval Report

## By Vendor Name

Payment Dates 3/28/2026 - 4/10/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC Health Professionals - ABC Health Professionals, Inc</b>					
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/12...	01-110-56000-0000-1	39.60
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/12...	01-140-56000-0000-1	40.80
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/12...	01-160-56000-0000-1	39.60
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/06...	01-180-56000-0000-1	130.00
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/09...	30-500-56000-0000-1	45.00
ABC Health Professionals, Inc	EM023044	04/08/2026	INV EM023044 Physical 06/09...	32-510-56000-0000-1	45.00
ABC Health Professionals, Inc	EM023170	04/08/2026	INV EM023170 Physical 06/09...	30-500-56000-0000-1	25.00
ABC Health Professionals, Inc	EM023170	04/08/2026	INV EM023170 Physical 06/09...	32-510-56000-0000-1	25.00
ABC Health Professionals, Inc	EM023298	04/08/2026	INV EM023298 Physical 06/13...	01-140-56000-0000-1	42.00
ABC Health Professionals, Inc	EM023298	04/08/2026	INV EM023298 Physical 06/13...	01-160-56000-0000-1	42.00
ABC Health Professionals, Inc	EM023298	04/08/2026	INV EM023298 Physical 06/13...	01-175-56000-0000-1	36.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/27...	01-115-56000-0000-1	12.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 07/03...	01-150-56000-0000-1	125.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 07/09...	01-150-56000-0000-1	30.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/25...	01-160-56000-0000-1	90.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/25...	01-165-56000-0000-1	30.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 07/07...	30-500-56000-0000-1	45.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/27...	30-500-56000-0000-1	36.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/27...	31-505-56000-0000-1	36.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 06/27...	32-510-56000-0000-1	36.00
ABC Health Professionals, Inc	EM023428	04/08/2026	INV EM023428 Physical 07/07...	32-510-56000-0000-1	45.00
ABC Health Professionals, Inc	EM024576	04/08/2026	INV EM024576 Physical 09/19...	01-155-56000-0000-1	70.00
ABC Health Professionals, Inc	EM024576	04/08/2026	INV EM024576 Physical 09/19...	01-165-56000-0000-1	70.00
ABC Health Professionals, Inc	EM026394	04/08/2026	INV EM026394 Physical 02/05...	34-520-56000-0000-1	78.00
ABC Health Professionals, Inc	EM026502	04/08/2026	INV EM026502 Physical 02/06...	01-115-56000-0000-1	51.00
ABC Health Professionals, Inc	EM026502	04/08/2026	INV EM026502 Physical 02/06...	30-500-56000-0000-1	51.00
ABC Health Professionals, Inc	EM026502	04/08/2026	INV EM026502 Physical 02/06...	31-505-56000-0000-1	17.00
ABC Health Professionals, Inc	EM026502	04/08/2026	INV EM026502 Physical 02/06...	32-510-56000-0000-1	51.00
ABC Health Professionals, Inc	EM026604	04/08/2026	INV EM026604 Physical 02/17...	01-175-56000-0000-1	120.00
ABC Health Professionals, Inc	EM026604	04/08/2026	INV EM026604 Physical 02/17...	01-180-56000-0000-1	42.00
ABC Health Professionals, Inc	EM026604	04/08/2026	INV EM026604 Physical 02/17...	01-190-56000-0000-1	30.00
ABC Health Professionals, Inc	EM026604	04/08/2026	INV EM026604 Physical 02/17...	20-200-56000-0000-1	30.00
ABC Health Professionals, Inc	EM026604	04/08/2026	INV EM026604 Physical 02/17...	34-520-56000-0000-1	18.00
ABC Health Professionals, Inc	EM026757	04/08/2026	INV EM026757 Physical 01/27...	01-155-56000-0000-1	60.00
ABC Health Professionals, Inc	EM026757	04/08/2026	INV EM026757 Physical 01/27...	01-165-56000-0000-1	60.00
ABC Health Professionals, Inc	EM027187	04/08/2026	INV EM027187 Physical 03/25...	30-500-56000-0000-1	60.00
ABC Health Professionals, Inc	EM027187	04/08/2026	INV EM027187 Physical 03/25...	32-510-56000-0000-1	60.00
<b>Vendor ABC Health Professionals - ABC Health Professionals, Inc Total:</b>					<b>1,863.00</b>
<b>Vendor: OLM100 - Adrian Olmos</b>					
Adrian Olmos	Reimb. 04/13 - 04/17/2026	04/01/2026	Reimbursement-Meals & IE -E...	01-150-52010-0000-1	473.00
<b>Vendor OLM100 - Adrian Olmos Total:</b>					<b>473.00</b>
<b>Vendor: AEP California - AEP California LLC</b>					
AEP California LLC	INV0040401	04/08/2026	INV0040401 Move Lockbox fr...	01-150-56600-0000-1	250.00
<b>Vendor AEP California - AEP California LLC Total:</b>					<b>250.00</b>
<b>Vendor: Aflac - Aflac</b>					
Aflac	INV0032801	04/02/2026	AFLAC - Accident	01-22400-0000-1	171.54
Aflac	INV0032802	04/02/2026	Cancer - AFLAC	01-22400-0000-1	137.41
Aflac	INV0032803	04/02/2026	Critical Illness - AFLAC	01-22400-0000-1	89.58
Aflac	INV0032804	04/02/2026	Hospital - AFLAC	01-22400-0000-1	182.76
Aflac	INV0032834	04/02/2026	AFLAC - Accident	30-22400-0000-1	13.96
Aflac	INV0032834	04/02/2026	AFLAC - Accident	32-22400-0000-1	13.94
Aflac	INV0032834	04/02/2026	AFLAC - Accident	34-22400-0000-1	22.14

Expense Approval Report

Payment Dates: 3/28/2026 - 4/10/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Aflac	INV0032835	04/02/2026	Critical Illness - AFLAC	30-22400-0000-1	14.61
Aflac	INV0032835	04/02/2026	Critical Illness - AFLAC	32-22400-0000-1	14.61
Aflac	INV0032835	04/02/2026	Critical Illness - AFLAC	34-22400-0000-1	19.92
Aflac	INV0032836	04/02/2026	Health FSA	01-22600-0000-1	47.33
Aflac	INV0032836	04/02/2026	Health FSA	30-22600-0000-1	17.33
Aflac	INV0032836	04/02/2026	Health FSA	31-22600-0000-1	5.78
Aflac	INV0032836	04/02/2026	Health FSA	32-22600-0000-1	17.25
Aflac	INV0032837	04/02/2026	Hospital - AFLAC	01-22400-0000-1	14.35
Aflac	INV0032837	04/02/2026	Hospital - AFLAC	20-22400-0000-1	4.79
Aflac	INV0032837	04/02/2026	Hospital - AFLAC	30-22400-0000-1	4.03
Aflac	INV0032837	04/02/2026	Hospital - AFLAC	32-22400-0000-1	4.01
Aflac	INV0032854	04/02/2026	AFLAC - Accident	01-22400-0000-1	31.62
Aflac	INV0032854	04/02/2026	AFLAC - Accident	30-22400-0000-1	4.29
Aflac	INV0032854	04/02/2026	AFLAC - Accident	31-22400-0000-1	4.29
Aflac	INV0032854	04/02/2026	AFLAC - Accident	32-22400-0000-1	4.26
Aflac	INV0032855	04/02/2026	Cancer - AFLAC	01-22400-0000-1	10.34
Aflac	INV0032855	04/02/2026	Cancer - AFLAC	30-22400-0000-1	18.30
Aflac	INV0032855	04/02/2026	Cancer - AFLAC	31-22400-0000-1	5.58
Aflac	INV0032855	04/02/2026	Cancer - AFLAC	32-22400-0000-1	18.34
Aflac	INV0032856	04/02/2026	Critical Illness - AFLAC	01-22400-0000-1	8.29
Aflac	INV0032856	04/02/2026	Critical Illness - AFLAC	30-22400-0000-1	13.91
Aflac	INV0032856	04/02/2026	Critical Illness - AFLAC	31-22400-0000-1	2.95
Aflac	INV0032856	04/02/2026	Critical Illness - AFLAC	32-22400-0000-1	13.91
Aflac	INV0032857	04/02/2026	Health FSA	01-22600-0000-1	9.62
Aflac	INV0032857	04/02/2026	Health FSA	30-22600-0000-1	28.85
Aflac	INV0032857	04/02/2026	Health FSA	31-22600-0000-1	28.85
Aflac	INV0032857	04/02/2026	Health FSA	32-22600-0000-1	28.83
Aflac	INV0032858	04/02/2026	Hospital - AFLAC	01-22400-0000-1	55.57
Aflac	INV0032858	04/02/2026	Hospital - AFLAC	30-22400-0000-1	10.08
Aflac	INV0032858	04/02/2026	Hospital - AFLAC	31-22400-0000-1	10.08
Aflac	INV0032858	04/02/2026	Hospital - AFLAC	32-22400-0000-1	10.07

**Vendor Aflac - Aflac Total: 1,113.37**

**Vendor: ALL AMERICAN - ALL AMERICAN UNIFORMS LLC**

ALL AMERICAN UNIFORMS LLC	513	04/08/2026	Inv. 513 K. Morphis (WO# 35...	01-150-51800-0000-1	168.47
<b>Vendor ALL AMERICAN - ALL AMERICAN UNIFORMS LLC Total:</b>					<b>168.47</b>

**Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.**

Amazon Capital Services, Inc.	13N9-7X1X-M1MW	04/01/2026	INV 13N9-7X1X-M1MW 03/30...	01-115-55200-0000-1	253.10
Amazon Capital Services, Inc.	14CK-LCCP-PJMF	04/01/2026	INV 14CK-LCCP-PJMF 03/23/26	01-115-57200-0000-1	174.48
Amazon Capital Services, Inc.	1HM1-LKPC-W7FK	04/01/2026	INV 1HM1-LKPC-W7FK 03/25/...	01-115-55200-0000-1	223.00
Amazon Capital Services, Inc.	1M4K-JKFT-QJRH	04/01/2026	Inv. 1M4K-JKFT-QJRH Office S...	01-150-57200-0000-1	31.38
Amazon Capital Services, Inc.	1R9P-DG9D-YLKY	04/01/2026	INV 1R9P-DG9D-YLKY Streets ...	01-180-56600-0000-1	48.58
Amazon Capital Services, Inc.	16NW-YWHX-DYGV	04/08/2026	Inv. 16NW-YWHX-DYGV Office...	01-150-57200-0000-1	235.83
<b>Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:</b>					<b>966.37</b>

**Vendor: America Wild - America Wild, LLC**

America Wild, LLC	14789	04/09/2026	Inv. 14789 Interceptor Power...	01-150-53100-2534-1	20,304.00
<b>Vendor America Wild - America Wild, LLC Total:</b>					<b>20,304.00</b>

**Vendor: American Bike Patrol - American Bike Patrol Services**

American Bike Patrol Services	145232	04/09/2026	Inv. 145232 eBike Patrol Safet...	01-150-53100-2534-1	2,996.00
<b>Vendor American Bike Patrol - American Bike Patrol Services Total:</b>					<b>2,996.00</b>

**Vendor: At&t Mobility - At&t Mobility**

At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	01-180-57800-0000-1	47.76
At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	20-200-57800-0000-1	15.92
At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	30-500-57800-0000-1	204.80
At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	31-505-57800-0000-1	13.65
At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	32-510-57800-0000-1	154.27
At&t Mobility	287304246558X03102026	04/01/2026	March 2026 Monthly 287304...	34-520-57800-0000-1	50.04
<b>Vendor At&amp;t Mobility - At&amp;t Mobility Total:</b>					<b>486.44</b>

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<b>Vendor: Auto Zone - Auto Zone</b>					
Auto Zone	06270286010	04/01/2026	INV 06270286010 Water Dept...	32-510-56600-0000-1	47.26
<b>Vendor Auto Zone - Auto Zone Total:</b>					<b>47.26</b>
<b>Vendor: BP&amp;W - Bakersfield Paint &amp; Wallpaper Inc</b>					
Bakersfield Paint & Wallpaper ...22HYX		04/08/2026	INV 22HYX Animal Shelter Pro...	01-155-52910-2608-1	1,555.63
<b>Vendor BP&amp;W - Bakersfield Paint &amp; Wallpaper Inc Total:</b>					<b>1,555.63</b>
<b>Vendor: BraxBro, Inc. - BraxBro, Inc.</b>					
BraxBro, Inc.	1771	04/09/2026	INV 1771 Browning Well RO S...	32-510-56000-0000-1	1,000.00
<b>Vendor BraxBro, Inc. - BraxBro, Inc. Total:</b>					<b>1,000.00</b>
<b>Vendor: Brenntag - Brenntag Pacific Inc.</b>					
Brenntag Pacific Inc.	BPI588724	04/09/2026	INV BPI588724 Garzoli Well C...	32-510-58200-0000-1	1,156.40
Brenntag Pacific Inc.	BPI589332	04/09/2026	INV BPI589332 Garzoli Well C...	32-510-58200-0000-1	1,337.17
<b>Vendor Brenntag - Brenntag Pacific Inc. Total:</b>					<b>2,493.57</b>
<b>Vendor: WASCO VET - Brian L. Edick</b>					
Brian L. Edick	00008023	04/08/2026	INV #00008023 Vet visit 3/9/26	01-155-51150-0000-1	489.00
Brian L. Edick	00008056	04/08/2026	INV #00008056 Vet Visit 3/30...	01-155-51150-0000-1	38.00
<b>Vendor WASCO VET - Brian L. Edick Total:</b>					<b>527.00</b>
<b>Vendor: BSK ASSOCIATES - BSK ASSOCIATES</b>					
BSK ASSOCIATES	BJ01173	04/01/2026	INV BJ01173 General EDT Drin...	32-510-58200-0000-1	431.71
BSK ASSOCIATES	BJ01204	04/01/2026	INV BJ01204 General EDT Drin...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	BJ01238	04/01/2026	INV BJ01238 WWTP BOD & TS...	30-500-58200-0000-1	280.00
BSK ASSOCIATES	BJ01266	04/01/2026	INV BJ01266 B-Coliform 3/13...	32-510-58200-0000-1	122.44
BSK ASSOCIATES	BJ01271	04/01/2026	INV BJ01271 Water- Quanti Tr...	32-510-58200-0000-1	163.30
<b>Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:</b>					<b>1,157.45</b>
<b>Vendor: CA Department of Jus - CA Department of Justice</b>					
CA Department of Justice	031332	04/08/2026	Inv. 031332 Live Scan - PD	01-150-56000-0000-1	64.00
CA Department of Justice	031332	04/08/2026	Inv. 031332 Live Scan - Grants	01-175-56000-0000-1	32.00
CA Department of Justice	031332	04/08/2026	Inv. 031332 Live Scan - Public...	01-180-56000-0000-1	32.00
<b>Vendor CA Department of Jus - CA Department of Justice Total:</b>					<b>128.00</b>
<b>Vendor: Vulcan Materials Co - CalMat Co.</b>					
CalMat Co.	5827898	04/01/2026	INV 5827898 Oil Sand 3/6/26	01-180-56500-0000-1	2,951.67
<b>Vendor Vulcan Materials Co - CalMat Co. Total:</b>					<b>2,951.67</b>
<b>Vendor: Cintas - Cintas Corporation No.3</b>					
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	01-180-51800-0000-1	285.44
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	01-190-51800-0000-1	72.34
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	20-200-51800-0000-1	87.79
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	30-500-51800-0000-1	78.98
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	32-510-51800-0000-1	78.98
Cintas Corporation No.3	4261877852	04/01/2026	INV 4261877852 PW Laundry ...	32-510-57400-0000-1	450.32
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	01-180-51800-0000-1	136.65
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	01-190-51800-0000-1	71.30
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	20-200-51800-0000-1	38.22
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	30-500-51800-0000-1	78.80
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	32-510-51800-0000-1	78.80
Cintas Corporation No.3	4263399456	04/01/2026	INV 4263399456 PW Laundry ...	32-510-57400-0000-1	127.10
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	01-180-51800-0000-1	136.65
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	01-190-51800-0000-1	71.30
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	20-200-51800-0000-1	38.22
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	30-500-51800-0000-1	78.80
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	32-510-51800-0000-1	78.80
Cintas Corporation No.3	4264130292	04/01/2026	INV 4264130292 PW Laundry ...	32-510-57400-0000-1	127.10
Cintas Corporation No.3	5324745402	04/01/2026	Inv. 5324745402 - AED PD	01-150-56000-0000-1	119.82
Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	01-180-51800-0000-1	150.11
Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	01-190-51800-0000-1	72.98
Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	20-200-51800-0000-1	42.68
Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	30-500-51800-0000-1	78.98
Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	32-510-51800-0000-1	78.98

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Cintas Corporation No.3	4260375392	04/09/2026	INV 4260375392 PW Laundry ...	32-510-57400-0000-1	127.08
<b>Vendor Cintas - Cintas Corporation No.3 Total:</b>					<b>2,786.22</b>
<b>Vendor: CivicPlus - CivicPlus LLC</b>					
CivicPlus LLC	358148	04/01/2026	INV 358148 AMM Select: Pro ...	01-111-52200-0000-1	6,239.36
<b>Vendor CivicPlus - CivicPlus LLC Total:</b>					<b>6,239.36</b>
<b>Vendor: Core &amp; Main LP - Core &amp; Main LP</b>					
Core & Main LP	INV0027467	04/01/2026	INV0027467 Electrode Storage..	32-510-57400-0000-1	132.65
<b>Vendor Core &amp; Main LP - Core &amp; Main LP Total:</b>					<b>132.65</b>
<b>Vendor: KCPW - County of Kern Public Works</b>					
County of Kern Public Works	55862-IN	04/01/2026	INV 55862-IN Municipal Waste..	01-180-52200-0000-1	320.78
<b>Vendor KCPW - County of Kern Public Works Total:</b>					<b>320.78</b>
<b>Vendor: David lopez soto - David Lopez Soto</b>					
David Lopez Soto	Reimb 02/04-04/01/26 PC Sti...	04/08/2026	Planning Commission Stipend...	01-140-52200-0000-1	150.00
<b>Vendor David lopez soto - David Lopez Soto Total:</b>					<b>150.00</b>
<b>Vendor: De Lage Landen - De Lage Landen Financial Services Inc</b>					
De Lage Landen Financial Serv...	596466391	04/09/2026	Inv. 596466391 04/06/2026 5...	01-150-52200-0000-1	114.71
De Lage Landen Financial Serv...	596466583	04/09/2026	Inv. 596466583 04/06/2026 5...	01-150-52200-0000-1	140.93
<b>Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:</b>					<b>255.64</b>
<b>Vendor: Dee Jaspar - Dee Jaspar &amp; Associates, Inc</b>					
Dee Jaspar & Associates, Inc	26-00235	04/01/2026	INV 26-00235 Perkins Ave Well..	32-510-52910-2313-1	5,007.17
Dee Jaspar & Associates, Inc	26-00236	04/01/2026	INV 26-00236 Milicity Well 2/2...	32-510-52910-2313-1	10,392.80
Dee Jaspar & Associates, Inc	26-00237	04/01/2026	INV 26-00237 Elmo Well Proje...	32-510-52910-2532-1	4,046.31
<b>Vendor Dee Jaspar - Dee Jaspar &amp; Associates, Inc Total:</b>					<b>19,446.28</b>
<b>Vendor: Dep. of Conservation - Department of Conservation</b>					
Department of Conservation	SMI 10/01-12/31/2025	04/08/2026	INV #SMI 10/1/25-12/31/25 4...	01-160-51400-0000-1	916.47
<b>Vendor Dep. of Conservation - Department of Conservation Total:</b>					<b>916.47</b>
<b>Vendor: Dewberry Architects - Dewberry Architects Inc.</b>					
Dewberry Architects Inc.	82404350	04/09/2026	INV 82404350 PD Station Desi...	25-000-52910-2504-1	17,400.32
<b>Vendor Dewberry Architects - Dewberry Architects Inc. Total:</b>					<b>17,400.32</b>
<b>Vendor: DOM Solar - DOM Solar Lessor LTD.</b>					
DOM Solar Lessor LTD.	38316849	04/01/2026	INV 38316849 Aug 2025 Mont...	32-510-58000-0000-1	6,505.92
DOM Solar Lessor LTD.	39131022	04/01/2026	Credit Applied	32-510-58000-0000-1	-4,780.08
DOM Solar Lessor LTD.	39131022	04/01/2026	INV 39131022 Oct 2025 Mont...	32-510-58000-0000-1	6,344.94
DOM Solar Lessor LTD.	38793639	04/09/2026	INV 38793639 Sep 2025 Mont...	32-510-58000-0000-1	6,655.14
<b>Vendor DOM Solar - DOM Solar Lessor LTD. Total:</b>					<b>14,725.92</b>
<b>Vendor: EDD - EDD</b>					
EDD	INV0032790	04/02/2026	State Income Tax Withholding	01-22200-0000-1	150.67
EDD	INV0032790	04/02/2026	State Income Tax Withholding	30-22200-0000-1	3.91
EDD	INV0032790	04/02/2026	State Income Tax Withholding	32-22200-0000-1	3.90
EDD	INV0032791	04/02/2026	SDI - State Disability Insurance	01-22200-0000-1	168.61
EDD	INV0032791	04/02/2026	SDI - State Disability Insurance	30-22200-0000-1	16.28
EDD	INV0032791	04/02/2026	SDI - State Disability Insurance	32-22200-0000-1	16.28
EDD	INV0032796	04/02/2026	State Income Tax Withholding	01-22200-0000-1	10.67
EDD	INV0032797	04/02/2026	SDI - State Disability Insurance	01-22200-0000-1	17.72
EDD	INV0032797	04/02/2026	SDI - State Disability Insurance	30-22200-0000-1	1.17
EDD	INV0032797	04/02/2026	SDI - State Disability Insurance	31-22200-0000-1	0.40
EDD	INV0032797	04/02/2026	SDI - State Disability Insurance	32-22200-0000-1	1.18
EDD	INV0032828	04/02/2026	State Income Tax Withholding	01-22200-0000-1	3,864.90
EDD	INV0032829	04/02/2026	SDI - State Disability Insurance	01-22200-0000-1	1,181.07
EDD	INV0032847	04/02/2026	State Income Tax Withholding	01-22200-0000-1	875.31
EDD	INV0032847	04/02/2026	State Income Tax Withholding	20-22200-0000-1	59.99
EDD	INV0032847	04/02/2026	State Income Tax Withholding	30-22200-0000-1	267.34
EDD	INV0032847	04/02/2026	State Income Tax Withholding	31-22200-0000-1	34.34
EDD	INV0032847	04/02/2026	State Income Tax Withholding	32-22200-0000-1	267.82
EDD	INV0032847	04/02/2026	State Income Tax Withholding	34-22200-0000-1	150.90
EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	01-22200-0000-1	495.80
EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	20-22200-0000-1	45.33

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EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	30-22200-0000-1	205.82
EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	31-22200-0000-1	32.55
EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	32-22200-0000-1	206.07
EDD	INV0032848	04/02/2026	SDI - State Disability Insurance	34-22200-0000-1	64.17
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	01-22250-0000-1	204.49
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	20-22250-0000-1	46.33
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	30-22250-0000-1	25.51
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	31-22250-0000-1	8.50
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	32-22250-0000-1	25.52
EDD	INV0032849	04/02/2026	State Unemployment Insuran...	34-22250-0000-1	18.16
EDD	INV0032850	04/02/2026	Employment Training Tax	01-22275-0000-1	5.69
EDD	INV0032850	04/02/2026	Employment Training Tax	20-22275-0000-1	1.28
EDD	INV0032850	04/02/2026	Employment Training Tax	30-22275-0000-1	0.71
EDD	INV0032850	04/02/2026	Employment Training Tax	31-22275-0000-1	0.24
EDD	INV0032850	04/02/2026	Employment Training Tax	32-22275-0000-1	0.70
EDD	INV0032850	04/02/2026	Employment Training Tax	34-22275-0000-1	0.51
EDD	INV0032864	04/02/2026	State Income Tax Withholding	01-22200-0000-1	499.38
EDD	INV0032864	04/02/2026	State Income Tax Withholding	20-22200-0000-1	9.57
EDD	INV0032864	04/02/2026	State Income Tax Withholding	30-22200-0000-1	259.16
EDD	INV0032864	04/02/2026	State Income Tax Withholding	31-22200-0000-1	212.04
EDD	INV0032864	04/02/2026	State Income Tax Withholding	32-22200-0000-1	259.16
EDD	INV0032864	04/02/2026	State Income Tax Withholding	34-22200-0000-1	9.58
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	01-22200-0000-1	256.90
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	20-22200-0000-1	3.55
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	30-22200-0000-1	80.52
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	31-22200-0000-1	51.53
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	32-22200-0000-1	80.51
EDD	INV0032865	04/02/2026	SDI - State Disability Insurance	34-22200-0000-1	3.54
EDD	INV0032866	04/02/2026	State Unemployment Insuran...	01-22250-0000-1	55.89
EDD	INV0032867	04/02/2026	Employment Training Tax	01-22275-0000-1	1.55
<b>Vendor EDD - EDD Total:</b>					<b>10,262.72</b>

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0032788	04/02/2026	Federal Income Tax Withholdi...	01-22050-0000-1	389.23
Electronic Federal Tax Paymen...	INV0032788	04/02/2026	Federal Income Tax Withholdi...	30-22050-0000-1	37.50
Electronic Federal Tax Paymen...	INV0032788	04/02/2026	Federal Income Tax Withholdi...	32-22050-0000-1	37.50
Electronic Federal Tax Paymen...	INV0032789	04/02/2026	Social Security	01-22100-0000-1	1,608.24
Electronic Federal Tax Paymen...	INV0032789	04/02/2026	Social Security	30-22100-0000-1	155.26
Electronic Federal Tax Paymen...	INV0032789	04/02/2026	Social Security	32-22100-0000-1	155.26
Electronic Federal Tax Paymen...	INV0032792	04/02/2026	Medicare	01-22150-0000-1	376.14
Electronic Federal Tax Paymen...	INV0032792	04/02/2026	Medicare	30-22150-0000-1	36.32
Electronic Federal Tax Paymen...	INV0032792	04/02/2026	Medicare	32-22150-0000-1	36.30
Electronic Federal Tax Paymen...	INV0032794	04/02/2026	Federal Income Tax Withholdi...	01-22050-0000-1	29.85
Electronic Federal Tax Paymen...	INV0032795	04/02/2026	Social Security	01-22100-0000-1	169.08
Electronic Federal Tax Paymen...	INV0032795	04/02/2026	Social Security	30-22100-0000-1	11.20
Electronic Federal Tax Paymen...	INV0032795	04/02/2026	Social Security	31-22100-0000-1	3.78
Electronic Federal Tax Paymen...	INV0032795	04/02/2026	Social Security	32-22100-0000-1	11.20
Electronic Federal Tax Paymen...	INV0032798	04/02/2026	Medicare	01-22150-0000-1	39.58
Electronic Federal Tax Paymen...	INV0032798	04/02/2026	Medicare	30-22150-0000-1	2.66
Electronic Federal Tax Paymen...	INV0032798	04/02/2026	Medicare	31-22150-0000-1	0.88
Electronic Federal Tax Paymen...	INV0032798	04/02/2026	Medicare	32-22150-0000-1	2.54
Electronic Federal Tax Paymen...	INV0032826	04/02/2026	Federal Income Tax Withholdi...	01-22050-0000-1	8,554.65
Electronic Federal Tax Paymen...	INV0032827	04/02/2026	Social Security	01-22100-0000-1	11,389.30
Electronic Federal Tax Paymen...	INV0032830	04/02/2026	Medicare	01-22150-0000-1	2,663.68
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	01-22050-0000-1	2,153.17
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	20-22050-0000-1	154.58
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	30-22050-0000-1	657.03
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	31-22050-0000-1	74.10
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	32-22050-0000-1	657.71
Electronic Federal Tax Paymen...	INV0032845	04/02/2026	Federal Income Tax Withholdi...	34-22050-0000-1	203.58
Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	01-22100-0000-1	4,728.78

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Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	20-22100-0000-1	432.42
Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	30-22100-0000-1	1,962.64
Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	31-22100-0000-1	310.10
Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	32-22100-0000-1	1,966.52
Electronic Federal Tax Paymen...	INV0032846	04/02/2026	Social Security	34-22100-0000-1	612.14
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	01-22150-0000-1	1,105.96
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	20-22150-0000-1	101.12
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	30-22150-0000-1	459.16
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	31-22150-0000-1	72.56
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	32-22150-0000-1	459.70
Electronic Federal Tax Paymen...	INV0032851	04/02/2026	Medicare	34-22150-0000-1	143.14
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	01-22050-0000-1	1,071.61
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	20-22050-0000-1	20.09
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	30-22050-0000-1	562.53
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	31-22050-0000-1	427.26
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	32-22050-0000-1	562.53
Electronic Federal Tax Paymen...	INV0032862	04/02/2026	Federal Income Tax Withholdi...	34-22050-0000-1	20.05
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	01-22100-0000-1	2,450.32
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	20-22100-0000-1	33.84
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	30-22100-0000-1	768.06
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	31-22100-0000-1	491.52
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	32-22100-0000-1	768.04
Electronic Federal Tax Paymen...	INV0032863	04/02/2026	Social Security	34-22100-0000-1	33.86
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	01-22150-0000-1	573.06
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	20-22150-0000-1	7.92
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	30-22150-0000-1	179.64
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	31-22150-0000-1	114.96
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	32-22150-0000-1	179.60
Electronic Federal Tax Paymen...	INV0032868	04/02/2026	Medicare	34-22150-0000-1	7.92
<b>Vendor EFTPS - Electronic Federal Tax Payment System Total:</b>					<b>50,237.37</b>
<b>Vendor: Ennis-Flint - Ennis-Flint, Inc</b>					
Ennis-Flint, Inc	489094	04/08/2026	INV 489094 Street Paint 3/5/26	01-180-56500-0000-1	2,158.24
<b>Vendor Ennis-Flint - Ennis-Flint, Inc Total:</b>					<b>2,158.24</b>
<b>Vendor: flextg llc - Flex Technology Group LLC</b>					
Flex Technology Group LLC	4614166-CAL	04/01/2026	Inv. 4614166-CAL CN35796-01...	01-150-52200-0000-1	66.43
<b>Vendor flextg llc - Flex Technology Group LLC Total:</b>					<b>66.43</b>
<b>Vendor: Fortiline, Inc - Fortiline Inc</b>					
Fortiline Inc	7268439	04/08/2026	INV 7268439 Water Dept, Serv..	32-510-56410-0000-1	307.79
<b>Vendor Fortiline, Inc - Fortiline Inc Total:</b>					<b>307.79</b>
<b>Vendor: Frontier - Frontier California Inc.</b>					
Frontier California Inc.	April 26 66179201610621105	04/08/2026	April 26 66179201610621105 ...	01-150-57800-0000-1	301.46
Frontier California Inc.	April 26 66179233910702095	04/08/2026	April 26 66179233910702095 ...	30-500-57800-0000-1	258.71
Frontier California Inc.	February 26 53019821940713...	04/08/2026	Feb 26 53019821940713045 ...	32-510-57800-0000-1	43.49
Frontier California Inc.	February 26 66179234370317...	04/08/2026	Frontier Feb.26 66179234370...	30-500-57800-0000-1	116.36
Frontier California Inc.	March 26 53019821940713045	04/08/2026	Mar 26 53019821940713045...	32-510-57800-0000-1	57.74
Frontier California Inc.	March 26 66179201610621105	04/08/2026	March 2026 66179201610621...	01-150-57800-0000-1	288.50
Frontier California Inc.	March 26 66179233910702095	04/08/2026	Mar 26 66179233910702095 ...	30-500-57800-0000-1	259.26
Frontier California Inc.	March 26 66179234370317155	04/08/2026	Frontier March.26 661792343...	30-500-57800-0000-1	130.61
<b>Vendor Frontier - Frontier California Inc. Total:</b>					<b>1,456.13</b>
<b>Vendor: gotocom - GoTo Communications Inc</b>					
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-110-57800-0000-1	49.21
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-111-57800-0000-1	9.27
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-112-57800-0000-1	5.81
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-113-57800-0000-1	23.13
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-115-57800-0000-1	26.08
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-140-57800-0000-1	45.13
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-145-57800-0000-1	9.27
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-150-57800-0000-1	347.29
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-155-57800-0000-1	25.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-160-57800-0000-1	45.13
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-165-57800-0000-1	11.61
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-175-57800-0000-1	37.08
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	01-180-57800-0000-1	18.54
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	20-200-57800-0000-1	2.34
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	30-500-57800-0000-1	156.68
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	31-505-57800-0000-1	68.77
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	32-510-57800-0000-1	135.80
GoTo Communications Inc	IN7105273508	04/09/2026	IN7105273508 Monthly Billing...	34-520-57800-0000-1	2.14
<b>Vendor gotocom - GoTo Communications Inc Total:</b>					<b>1,018.75</b>

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	867313	04/01/2026	INV 867313 Pump 2/9/26	01-180-57400-0000-1	492.37
Granite Auto Parts Inc	867313	04/01/2026	INV 867313 Pump 2/9/26	20-200-57400-0000-1	492.53
Granite Auto Parts Inc	867313	04/01/2026	INV 867313 Pump 2/9/26	32-510-57400-0000-1	492.37
Granite Auto Parts Inc	867654	04/01/2026	INV 867654 WWTP Supplies 2...	30-500-56430-0000-1	167.19
Granite Auto Parts Inc	867664	04/01/2026	INV 867664 Streets Dept, Lock...	01-180-57400-0000-1	6.68
Granite Auto Parts Inc	867680	04/01/2026	INV 867680 Street Sweeper S...	01-180-56500-0000-1	33.41
Granite Auto Parts Inc	867683	04/01/2026	INV 867683 Street Dept. Electr...	01-180-56410-0000-1	81.08
Granite Auto Parts Inc	867730	04/01/2026	INV 867730 Streets Dept. Hose...	01-180-56410-0000-1	26.58
Granite Auto Parts Inc	867777	04/01/2026	INV 867777 Streets Dept. Spra...	01-180-57400-0000-1	14.38
Granite Auto Parts Inc	868113	04/01/2026	INV 868113 Streets Dept. Safe...	01-180-56800-0000-1	99.86
Granite Auto Parts Inc	868979	04/02/2026	868979 credit to 867318	32-510-56410-0000-1	-448.19
Granite Auto Parts Inc	867003	04/08/2026	INV 867003 Street Dept. Suppl...	01-180-56500-0000-1	51.92
Granite Auto Parts Inc	867012	04/08/2026	INV 867012 Water Buffalo Mo...	01-180-56410-0000-1	594.29
Granite Auto Parts Inc	867036	04/08/2026	INV 867036 Water Pump 2/2/...	01-180-56410-0000-1	102.51
Granite Auto Parts Inc	867073	04/08/2026	INV 867073 Streets Dept, Repa...	01-180-56430-0000-1	279.77
Granite Auto Parts Inc	867137	04/08/2026	INV 867137 Water Dept. Suppl...	32-510-57400-0000-1	6.41
Granite Auto Parts Inc	867175	04/08/2026	INV 867175 Water Dept. Suppl...	32-510-57400-0000-1	43.28
Granite Auto Parts Inc	867230	04/08/2026	INV 867230 Streets Dept. Lac...	01-180-56500-0000-1	16.77
Granite Auto Parts Inc	867327	04/08/2026	INV 867327 Water Dept. Brush...	32-510-57400-0000-1	6.48
Granite Auto Parts Inc	867477	04/08/2026	INV 867477 Streets Dept. Graff...	01-180-56410-0000-1	118.26
Granite Auto Parts Inc	867527	04/08/2026	INV 867527 Streets Dept. Pro...	01-180-57400-0000-1	14.06
Granite Auto Parts Inc	867529	04/08/2026	INV 867529 LLMD Diamond Po...	01-180-56500-0000-1	23.80
Granite Auto Parts Inc	867647	04/08/2026	INV 867647 WWTP Quality Ho...	30-500-57400-0000-1	34.55
Granite Auto Parts Inc	868006	04/08/2026	INV 868006 Streets Dept. Bin...	01-180-56410-0000-1	126.64
Granite Auto Parts Inc	868016	04/08/2026	INV 868016 Water Dept. Red ...	32-510-57400-0000-1	28.49
Granite Auto Parts Inc	868053	04/08/2026	INV 868053 Street Sweeper S...	01-180-56440-0000-1	38.94
Granite Auto Parts Inc	868109	04/08/2026	INV 868109 LLDMD Supplies 2...	20-200-57400-0000-1	462.74
<b>Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:</b>					<b>3,407.17</b>

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	618905	04/01/2026	Fuel INV 618905 03/24/2026	01-150-54000-0000-1	3,310.47
Gregs Petroleum	620117	04/01/2026	Fuel INV 620117 03/27/2026	01-150-54000-0000-1	1,690.81
Gregs Petroleum	621326	04/09/2026	Fuel INV 621326 03/31/2026	01-150-54000-0000-1	1,700.30
<b>Vendor Gregs Petroleum - Gregs Petroleum Total:</b>					<b>6,701.58</b>

Vendor: Hodges - Hodges Law Group

Hodges Law Group	00673	04/09/2026	City Council Legal Service	01-130-56100-0000-1	3,510.50
Hodges Law Group	00673	04/09/2026	Public Works legal Services	01-130-56100-0000-1	167.50
Hodges Law Group	00673	04/09/2026	Human Resources Legal Service	01-130-56100-0000-1	1,373.50
Hodges Law Group	00673	04/09/2026	Admin Legal Service	01-130-56100-0000-1	2,258.00
Hodges Law Group	00673	04/09/2026	Community Development Lega...	01-130-56100-0000-1	14,068.00
<b>Vendor Hodges - Hodges Law Group Total:</b>					<b>21,377.50</b>

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	30-500-52200-0000-1	268.86
INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	30-500-55600-0000-1	741.53
INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	31-505-52200-0000-1	268.86
INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	31-505-55600-0000-1	741.53
INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	32-510-52200-0000-1	269.66
INFOSEND, INC	306976	04/09/2026	INV 306976 Monthly Billing Pr...	32-510-55600-0000-1	743.76
<b>Vendor INFOSEND, INC - INFOSEND, INC Total:</b>					<b>3,034.20</b>

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<b>Vendor: Interwest Consulting - Interwest Consulting Group, Inc</b>					
Interwest Consulting Group, I...	3071118	04/01/2026	INV #3071118 Plan Review 97...	01-160-51400-0000-1	1,707.50
Interwest Consulting Group, I...	3451966	04/01/2026	INV #3451966 Profess Service...	01-160-41550-0000-1	320.00
<b>Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:</b>					<b>2,027.50</b>
<b>Vendor: Irrigation Concepts - Irrigation Concepts</b>					
Irrigation Concepts	50745	04/01/2026	INV 50745 LLMD Supplies 3/1...	20-200-56700-0000-1	33.29
Irrigation Concepts	50748	04/01/2026	INV 50748 Red Bushing SCH 40..	01-180-57400-0000-1	98.96
<b>Vendor Irrigation Concepts - Irrigation Concepts Total:</b>					<b>132.25</b>
<b>Vendor: Jim White - Jim White</b>					
Jim White	Reimb 02/04-04/01/26 PC Sti...	04/08/2026	Planning Commission Stipend-...	01-140-52200-0000-1	150.00
<b>Vendor Jim White - Jim White Total:</b>					<b>150.00</b>
<b>Vendor: John Hancock - John Hancock</b>					
John Hancock	INV0032793	04/02/2026	401K - Employer	01-20800-0000-1	131.33
John Hancock	INV0032793	04/02/2026	401K - Employer	30-20800-0000-1	8.57
John Hancock	INV0032793	04/02/2026	401K - Employer	31-20800-0000-1	2.86
John Hancock	INV0032793	04/02/2026	401K - Employer	32-20800-0000-1	8.49
John Hancock	INV0032799	04/02/2026	401K - Employer	01-20800-0000-1	5,098.57
John Hancock	INV0032800	04/02/2026	401K - Employee	01-20800-0000-1	3,462.16
John Hancock	INV0032806	04/02/2026	401K Loan 1	01-20800-0000-1	28.59
John Hancock	INV0032807	04/02/2026	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0032808	04/02/2026	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0032809	04/02/2026	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0032810	04/02/2026	401K Loan 2	01-20800-0000-1	142.48
John Hancock	INV0032811	04/02/2026	401K Loan 2	01-20800-0000-1	107.06
John Hancock	INV0032812	04/02/2026	401k Contribution	01-20800-0000-1	386.34
John Hancock	INV0032813	04/02/2026	401k Contribution	01-20800-0000-1	440.01
John Hancock	INV0032814	04/02/2026	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0032815	04/02/2026	401k Contribution	01-20800-0000-1	12.00
John Hancock	INV0032816	04/02/2026	401k Contribution	01-20800-0000-1	353.30
John Hancock	INV0032817	04/02/2026	401k Contribution	01-20800-0000-1	281.88
John Hancock	INV0032818	04/02/2026	401k Contribution	01-20800-0000-1	519.23
John Hancock	INV0032819	04/02/2026	401k Contribution	01-20800-0000-1	206.26
John Hancock	INV0032820	04/02/2026	401k Contribution	01-20800-0000-1	286.55
John Hancock	INV0032821	04/02/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0032822	04/02/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0032823	04/02/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0032824	04/02/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0032825	04/02/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0032831	04/02/2026	401K - Employer	01-20800-0000-1	2,407.88
John Hancock	INV0032831	04/02/2026	401K - Employer	20-20800-0000-1	224.02
John Hancock	INV0032831	04/02/2026	401K - Employer	30-20800-0000-1	1,397.14
John Hancock	INV0032831	04/02/2026	401K - Employer	31-20800-0000-1	240.24
John Hancock	INV0032831	04/02/2026	401K - Employer	32-20800-0000-1	1,400.32
John Hancock	INV0032831	04/02/2026	401K - Employer	34-20800-0000-1	450.91
John Hancock	INV0032832	04/02/2026	401K - Employee	01-20800-0000-1	712.12
John Hancock	INV0032832	04/02/2026	401K - Employee	20-20800-0000-1	113.56
John Hancock	INV0032832	04/02/2026	401K - Employee	30-20800-0000-1	440.67
John Hancock	INV0032832	04/02/2026	401K - Employee	31-20800-0000-1	25.67
John Hancock	INV0032832	04/02/2026	401K - Employee	32-20800-0000-1	440.54
John Hancock	INV0032832	04/02/2026	401K - Employee	34-20800-0000-1	30.28
John Hancock	INV0032833	04/02/2026	401K - Employer	01-20800-0000-1	154.04
John Hancock	INV0032833	04/02/2026	401K - Employer	20-20800-0000-1	51.32
John Hancock	INV0032838	04/02/2026	401K Loan 1	30-20800-0000-1	16.96
John Hancock	INV0032838	04/02/2026	401K Loan 1	31-20800-0000-1	16.96
John Hancock	INV0032838	04/02/2026	401K Loan 1	32-20800-0000-1	17.49
John Hancock	INV0032839	04/02/2026	401K Loan 1	01-20800-0000-1	26.82
John Hancock	INV0032839	04/02/2026	401K Loan 1	30-20800-0000-1	26.82
John Hancock	INV0032839	04/02/2026	401K Loan 1	31-20800-0000-1	8.95
John Hancock	INV0032839	04/02/2026	401K Loan 1	32-20800-0000-1	26.82

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John Hancock	INV0032840	04/02/2026	401K Loan 2	01-20800-0000-1	36.05
John Hancock	INV0032840	04/02/2026	401K Loan 2	20-20800-0000-1	12.01
John Hancock	INV0032841	04/02/2026	401K Loan 4	01-20800-0000-1	214.44
John Hancock	INV0032841	04/02/2026	401K Loan 4	20-20800-0000-1	71.47
John Hancock	INV0032842	04/02/2026	401k Contribution	01-20800-0000-1	1,165.25
John Hancock	INV0032843	04/02/2026	401k Contribution	01-20800-0000-1	197.16
John Hancock	INV0032843	04/02/2026	401k Contribution	20-20800-0000-1	65.72
John Hancock	INV0032844	04/02/2026	401k Contribution	01-20800-0000-1	262.88
John Hancock	INV0032852	04/02/2026	401K - Employer	01-20800-0000-1	1,759.63
John Hancock	INV0032852	04/02/2026	401K - Employer	20-20800-0000-1	27.30
John Hancock	INV0032852	04/02/2026	401K - Employer	30-20800-0000-1	475.48
John Hancock	INV0032852	04/02/2026	401K - Employer	31-20800-0000-1	393.60
John Hancock	INV0032852	04/02/2026	401K - Employer	32-20800-0000-1	475.51
John Hancock	INV0032852	04/02/2026	401K - Employer	34-20800-0000-1	27.30
John Hancock	INV0032853	04/02/2026	401K - Employee	01-20800-0000-1	120.75
John Hancock	INV0032853	04/02/2026	401K - Employee	20-20800-0000-1	5.46
John Hancock	INV0032853	04/02/2026	401K - Employee	30-20800-0000-1	32.75
John Hancock	INV0032853	04/02/2026	401K - Employee	31-20800-0000-1	16.38
John Hancock	INV0032853	04/02/2026	401K - Employee	32-20800-0000-1	32.75
John Hancock	INV0032853	04/02/2026	401K - Employee	34-20800-0000-1	5.46
John Hancock	INV0032859	04/02/2026	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0032859	04/02/2026	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0032859	04/02/2026	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0032860	04/02/2026	401K Loan 3	01-20800-0000-1	26.71
John Hancock	INV0032860	04/02/2026	401K Loan 3	30-20800-0000-1	40.06
John Hancock	INV0032860	04/02/2026	401K Loan 3	32-20800-0000-1	40.06
John Hancock	INV0032861	04/02/2026	401k Contribution	01-20800-0000-1	131.59
John Hancock	INV0032861	04/02/2026	401k Contribution	30-20800-0000-1	197.38
John Hancock	INV0032861	04/02/2026	401k Contribution	32-20800-0000-1	197.38
<b>Vendor John Hancock - John Hancock Total:</b>					<b>28,311.92</b>

**Vendor: Johnson Drilling Co. - Johnson Drilling Co.**

Johnson Drilling Co.	10724	04/08/2026	INV 10724 Perkins Test Wall 3...	32-510-52910-2313-1	47,550.00
<b>Vendor Johnson Drilling Co. - Johnson Drilling Co. Total:</b>					<b>47,550.00</b>

**Vendor: Jose Hernandez - Jose L Hernandez**

Jose L Hernandez	Reimb. 02/04-04/01/26 PC Sti...	04/08/2026	Planning Commission Stipend-...	01-140-52200-0000-1	100.00
<b>Vendor Jose Hernandez - Jose L Hernandez Total:</b>					<b>100.00</b>

**Vendor: tris technology - Joshua Brad Lowrey**

Joshua Brad Lowrey	9703	04/01/2026	INV 9703 03/03/2026	01-130-52200-0000-1	1,598.00
<b>Vendor tris technology - Joshua Brad Lowrey Total:</b>					<b>1,598.00</b>

**Vendor: J's Automotive - J's Automotive**

J's Automotive	10172	04/01/2026	Inv. 10172 Unit 65 Spark Plugs...	01-150-56600-0000-1	496.94
J's Automotive	10187	04/08/2026	INV 10187 Transit Van Inspect...	34-520-56600-0000-1	65.00
<b>Vendor J's Automotive - J's Automotive Total:</b>					<b>561.94</b>

**Vendor: Juan Munguia - Juan Munguia**

Juan Munguia	Reimb 02/04-04/01/26 PC Sti...	04/08/2026	Planning Commission Stipend-...	01-140-52200-0000-1	100.00
<b>Vendor Juan Munguia - Juan Munguia Total:</b>					<b>100.00</b>

**Vendor: K.O Auto Repair - K.O Auto Repair**

K.O Auto Repair	1248	04/01/2026	INV 1248 Transit Van Repairs ...	34-520-56600-0000-1	1,700.00
<b>Vendor K.O Auto Repair - K.O Auto Repair Total:</b>					<b>1,700.00</b>

**Vendor: Kern Machinery - Kern Machinery**

Kern Machinery	103-1318731	04/01/2026	INV 103-1318731 LLMD Suppl...	20-200-56700-0000-1	97.43
Kern Machinery	103-1319155	04/01/2026	INV 103-1319155 LLMD Suppl...	20-200-56700-0000-1	68.54
<b>Vendor Kern Machinery - Kern Machinery Total:</b>					<b>165.97</b>

**Vendor: KW Investigations - KW Investigations**

KW Investigations	26-0001	04/01/2026	Inv. 26-0001 Background - C. B..	01-150-56000-0000-1	3,515.00
<b>Vendor KW Investigations - KW Investigations Total:</b>					<b>3,515.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Culligan water condi - Laramy Water Inc</b>					
Laramy Water Inc	March 2026	04/08/2026	March 2026 WWTP Water Acc...	30-500-52200-0000-1	46.50
<b>Vendor Culligan water condi - Laramy Water Inc Total:</b>					<b>46.50</b>
<b>Vendor: Linda Chavez - Linda Chavez</b>					
Linda Chavez	Veterans Hall Deposit Refund ...	04/08/2026	Veteran's Hall Rental Deposit ...	01-24000-0000-1	250.00
<b>Vendor Linda Chavez - Linda Chavez Total:</b>					<b>250.00</b>
<b>Vendor: Mariott Welding, Inc - Mariott Welding, Inc</b>					
Mariott Welding, Inc	1461-01	04/01/2026	INV 1461-01 Tank Cleaning EP...	32-510-56400-0000-1	6,251.64
Mariott Welding, Inc	1449-01	04/08/2026	INV 1449-01 Pipe Spool Repla...	32-510-56410-0000-1	3,092.00
<b>Vendor Mariott Welding, Inc - Mariott Welding, Inc Total:</b>					<b>9,343.64</b>
<b>Vendor: McFarland POA - McFarland Police Officers Association</b>					
McFarland Police Officers Ass...	INV0032805	04/02/2026	Association Dues	01-20200-0000-1	960.00
<b>Vendor McFarland POA - McFarland Police Officers Association Total:</b>					<b>960.00</b>
<b>Vendor: McFarland Tire - McFarland Tire</b>					
McFarland Tire	39867	04/08/2026	INV 39867 Streets Dept. Fix Fl...	01-180-56410-0000-1	50.00
<b>Vendor McFarland Tire - McFarland Tire Total:</b>					<b>50.00</b>
<b>Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.</b>					
Nutrien Ag Solutions, Inc.	58539688	04/08/2026	INV 58539688 Herbicides 3/14...	20-200-57400-0000-1	1,255.70
Nutrien Ag Solutions, Inc.	58539689	04/08/2026	INV 58539689 Herbicides 3/14...	20-200-57400-0000-1	539.57
<b>Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:</b>					<b>1,795.27</b>
<b>Vendor: Raymond's Trophy - Raymond's Trophy</b>					
Raymond's Trophy	107418	04/01/2026	Inv. 107418 Plaque - Comenda...	01-150-55200-0000-1	50.61
<b>Vendor Raymond's Trophy - Raymond's Trophy Total:</b>					<b>50.61</b>
<b>Vendor: PLATT - Rexel USA Supply</b>					
Rexel USA Supply	7D18134	04/01/2026	INV 7D18134 Food Truck 3/3/...	01-190-56400-0000-1	1,380.06
<b>Vendor PLATT - Rexel USA Supply Total:</b>					<b>1,380.06</b>
<b>Vendor: HDL Companies - Sales Tax Assurance LLC</b>					
Sales Tax Assurance LLC	SIN061247	04/08/2026	INV SIN0612 Contact Jan-Mar ...	01-130-56000-0000-1	744.41
Sales Tax Assurance LLC	SIN060904	04/09/2026	INV SIN060904 03/25/26 AUD...	01-130-56000-0000-1	1,578.60
<b>Vendor HDL Companies - Sales Tax Assurance LLC Total:</b>					<b>2,323.01</b>
<b>Vendor: Meister Sealcoat &amp; S - SealMaster Bakerfield</b>					
SealMaster Bakerfield	70635	04/08/2026	INV 70635 Street Repair 3/9/26	01-180-56500-0000-1	2,070.28
<b>Vendor Meister Sealcoat &amp; S - SealMaster Bakerfield Total:</b>					<b>2,070.28</b>
<b>Vendor: SECURE SYSTEMS - SECURE SYSTEMS</b>					
SECURE SYSTEMS	R290795	04/01/2026	INV R290795 Animal Shelter 0...	01-190-52200-0000-1	52.00
SECURE SYSTEMS	R290796	04/01/2026	INV R290796 City Hall 03/28/...	01-190-52200-0000-1	301.00
SECURE SYSTEMS	R290797	04/01/2026	INV R290797 Police Seatrain 0...	01-190-52200-0000-1	31.00
SECURE SYSTEMS	R290798	04/01/2026	INV R290798 Waste Water Off...	01-190-52200-0000-1	40.00
SECURE SYSTEMS	R290827	04/01/2026	INV R290827 City of McFarlan...	01-190-52200-0000-1	52.00
<b>Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:</b>					<b>476.00</b>
<b>Vendor: Self-Help Enterprise - Self-Help Enterprises</b>					
Self-Help Enterprises	22-PLHA-17660	04/01/2026	INV #22-PHLA-17660-Streamli...	01-175-56000-0000-1	1,750.00
<b>Vendor Self-Help Enterprise - Self-Help Enterprises Total:</b>					<b>1,750.00</b>
<b>Vendor: SPD - SPD</b>					
SPD	6956	04/01/2026	Inv. 6956 03/21/2026 Mr.Whi...	01-24600-8207-1	2,045.93
SPD	6985	04/01/2026	Inv. 6985 Decals Unit 64	01-150-56000-0000-1	378.88
<b>Vendor SPD - SPD Total:</b>					<b>2,424.81</b>
<b>Vendor: SpeakWrite - SpeakWrite</b>					
SpeakWrite	ec6ae020	04/01/2026	Inv. ec6ae020 - Transcription ...	01-155-56000-0000-1	802.14
SpeakWrite	ec6ae020	04/01/2026	Inv. ec6ae020 - Transcription ...	01-165-56000-0000-1	343.77
<b>Vendor SpeakWrite - SpeakWrite Total:</b>					<b>1,145.91</b>
<b>Vendor: Sprout social - Sprout Social Inc</b>					
Sprout Social Inc	INV-98738	04/01/2026	INV #98738 CDD Sprout Subscr...	01-113-53200-0000-1	1,999.98
<b>Vendor Sprout social - Sprout Social Inc Total:</b>					<b>1,999.98</b>

Expense Approval Report

Payment Dates: 3/28/2026 - 4/10/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Standard Emulsions I - Standard Emulsions Inc</b>					
Standard Emulsions Inc	3721	04/08/2026	INV 3721 Street Repair 3/9/26	01-180-56500-0000-1	1,077.50
Standard Emulsions Inc	6634	04/09/2026	INV 6634 Tract Oil Pails Street...	01-180-56500-0000-1	1,883.47
<b>Vendor Standard Emulsions I - Standard Emulsions Inc Total:</b>					<b>2,960.97</b>
<b>Vendor: tmobile - T Mobile USA Inc</b>					
T Mobile USA Inc	992748243	04/09/2026	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,703.49
T Mobile USA Inc	992748243	04/09/2026	Acct# 992748243 - Animal Con..	01-155-57800-0000-1	116.63
T Mobile USA Inc	992748243	04/09/2026	Acct# 992748243 - Code Enfor...	01-165-57800-0000-1	36.10
<b>Vendor tmobile - T Mobile USA Inc Total:</b>					<b>1,856.22</b>
<b>Vendor: the Bakersfield Cal. - The Bakersfield Californian</b>					
The Bakersfield Californian	566702	04/08/2026	INV 566702 Sealed Bids Street...	25-000-52960-2404-1	836.12
<b>Vendor the Bakersfield Cal. - The Bakersfield Californian Total:</b>					<b>836.12</b>
<b>Vendor: Tyler Technologies - Tyler Technologies</b>					
Tyler Technologies	045-511418	01/23/2026	045-498315CM 045511418 Cr...	01-130-52200-0000-1	-30.00
Tyler Technologies	SN100-00033363	04/03/2026	SN100-00033363 credit to CI1...	01-130-54800-0000-1	-61,924.00
Tyler Technologies	025-549227	04/08/2026	INV 025-549227 03/31/26 Tut...	01-310-54800-0000-1	300.00
Tyler Technologies	CI100-00259545	04/09/2026	CI100-00259545 02/18/2026	01-310-54800-0000-1	120,433.05
<b>Vendor Tyler Technologies - Tyler Technologies Total:</b>					<b>58,779.05</b>
<b>Vendor: ULINE - ULINE</b>					
ULINE	205514198	04/01/2026	Inv. 205514198 Evidence/Ope...	01-150-57400-0000-1	414.28
<b>Vendor ULINE - ULINE Total:</b>					<b>414.28</b>
<b>Vendor: USA Waste of Califor - USA Waste of California, Inc.</b>					
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	01-100-41300-0000-1	-244.25
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	01-100-41300-0000-1	-4,575.02
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	01-100-41300-0000-1	-1,267.59
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	31-505-52400-0000-1	91,500.51
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	31-505-52500-0000-1	12,675.91
USA Waste of California, Inc.	February 2026	04/08/2026	February 2026 Waste Manag...	31-505-52500-0000-1	2,442.47
<b>Vendor USA Waste of Califor - USA Waste of California, Inc. Total:</b>					<b>100,532.03</b>
<b>Vendor: Verizon Business - Verizon Business</b>					
Verizon Business	6139636912	04/08/2026	INV 6139636912 March 26 W...	32-510-57800-0000-1	180.50
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-105-57800-0000-1	194.15
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-110-57800-0000-1	38.83
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-115-57800-0000-1	3.88
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-140-57800-0000-1	52.42
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-145-57800-0000-1	15.53
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-155-57800-0000-1	58.25
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-160-57800-0000-1	13.59
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-165-57800-0000-1	69.89
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-175-57800-0000-1	38.83
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	01-180-57800-0000-1	11.65
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	30-500-57800-0000-1	17.47
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	31-505-57800-0000-1	11.65
Verizon Business	6138416610	04/09/2026	INV 6138416610 Feb 26 City T...	32-510-57800-0000-1	17.48
<b>Vendor Verizon Business - Verizon Business Total:</b>					<b>724.12</b>
<b>Vendor: Verizon - Verizon Connect</b>					
Verizon Connect	602000082436	04/08/2026	INV 602000082436 Vehicle Tr...	01-180-53200-0000-1	218.18
Verizon Connect	602000082436	04/08/2026	INV 602000082436 Vehicle Tr...	30-500-53200-0000-1	109.09
Verizon Connect	602000082436	04/08/2026	INV 602000082436 Vehicle Tr...	32-510-53200-0000-1	109.09
Verizon Connect	602000082436	04/08/2026	INV 602000082436 Vehicle Tr...	34-520-53200-0000-1	109.09
<b>Vendor Verizon - Verizon Connect Total:</b>					<b>545.45</b>
<b>Vendor: VICTOR OROPEZA - VICTOR OROPEZA</b>					
VICTOR OROPEZA	Reimb 03/04-04/01/26 PC Sti...	04/08/2026	Planning Commission Stipend...	01-140-52200-0000-1	150.00
<b>Vendor VICTOR OROPEZA - VICTOR OROPEZA Total:</b>					<b>150.00</b>

Expense Approval Report

Payment Dates: 3/28/2026 - 4/10/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WILLDAN - WILLDAN WILLDAN	010-65796	04/09/2026	INV #010-65796 CFD Annexati... 01-140-56000-0000-1		7,500.00
			<b>Vendor WILLDAN - WILLDAN Total:</b>		<b>7,500.00</b>
			<b>Grand Total:</b>		<b>487,159.64</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	230,538.75
20 - LIGHTING & LANDSCAPING-DISTRICT 1	4,696.64
25 - CAPITAL IMPROVEMENTS PROJECTS	18,236.44
30 - SEWER	11,827.25
31 - REFUSE/RECYCLING	110,373.30
32 - WATER	107,641.43
34 - PUBLIC TRANSPORTATION	3,845.83
<b>Grand Total:</b>	<b>487,159.64</b>

## Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-6,086.86
01-105-57800-0000-1	Telephone & Communic...	194.15
01-110-56000-0000-1	Professional Services - O...	39.60
01-110-57800-0000-1	Telephone & Communic...	88.04
01-111-52200-0000-1	Contract Services	6,239.36
01-111-57800-0000-1	Telephone & Communic...	9.27
01-112-57800-0000-1	Telephone & Communic...	5.81
01-113-53200-0000-1	Dues & Subscriptions	1,999.98
01-113-57800-0000-1	Telephone & Communic...	23.13
01-115-55200-0000-1	Miscellaneous	476.10
01-115-56000-0000-1	Professional Services - O...	63.00
01-115-57200-0000-1	Supplies - Office	174.48
01-115-57800-0000-1	Telephone & Communic...	29.96
01-130-52200-0000-1	Contract Services	1,568.00
01-130-54800-0000-1	Maintenance Agreements	-61,924.00
01-130-56000-0000-1	Professional Services - O...	2,323.01
01-130-56100-0000-1	Legal Services	21,377.50
01-140-52200-0000-1	Contract Services	650.00
01-140-56000-0000-1	Professional Services - O...	7,582.80
01-140-57800-0000-1	Telephone & Communic...	97.55
01-145-57800-0000-1	Telephone & Communic...	24.80
01-150-51800-0000-1	Clothing Allowance	168.47
01-150-52010-0000-1	Conference/Meeting/Tr...	473.00
01-150-52200-0000-1	Contract Services	322.07
01-150-53100-2534-1	Grant Expenditures - Fen...	23,300.00
01-150-54000-0000-1	Fuel	6,701.58
01-150-55200-0000-1	Miscellaneous	50.61
01-150-56000-0000-1	Professional Services - O...	4,232.70
01-150-56600-0000-1	Repairs & Maintenance -...	746.94
01-150-57200-0000-1	Supplies - Office	267.21
01-150-57400-0000-1	Supplies - Operating	414.28
01-150-57800-0000-1	Telephone & Communic...	2,640.74
01-155-51150-0000-1	Dog Clinic	527.00
01-155-52910-2608-1	Building & Improvement...	1,555.63
01-155-56000-0000-1	Professional Services - O...	932.14
01-155-57800-0000-1	Telephone & Communic...	200.35
01-160-41550-0000-1	Building Plan Check	320.00
01-160-51400-0000-1	Building Plan Check/Ins...	2,623.97
01-160-56000-0000-1	Professional Services	171.60
01-160-57800-0000-1	Telephone & Communic...	58.72
01-165-56000-0000-1	Professional Services-Ot...	503.77
01-165-57800-0000-1	Telephone & Communic...	117.60
01-175-56000-0000-1	Professional Services	1,938.00
01-175-57800-0000-1	Telephone & Communic...	75.91
01-180-51800-0000-1	Clothing Allowance	708.85
01-180-52200-0000-1	Contract Services	320.78

## Account Summary

Account Number	Account Name	Payment Amount
01-180-53200-0000-1	Dues & Subscriptions	218.18
01-180-56000-0000-1	Professional Services - O...	204.00
01-180-56410-0000-1	Repairs & Maintenance ...	1,099.36
01-180-56430-0000-1	Repairs & Maintenance -...	279.77
01-180-56440-0000-1	Repairs & Maintenance-...	38.94
01-180-56500-0000-1	Repairs/Maintenance St...	10,267.06
01-180-56600-0000-1	Repairs/Maintenance - ...	48.58
01-180-56800-0000-1	Safety Equipment	99.86
01-180-57400-0000-1	Supplies - Operating	626.45
01-180-57800-0000-1	Telephone & Communic...	77.95
01-190-51800-0000-1	Clothing Allowance	287.92
01-190-52200-0000-1	Contract Services	476.00
01-190-56000-0000-1	Professional Services - O...	30.00
01-190-56400-0000-1	Repairs & Maint - Build &...	1,380.06
01-20200-0000-1	Accounts Payable	960.00
01-20800-0000-1	Pension Payable	21,238.33
01-22050-0000-1	Federal Withholding Pay...	12,198.51
01-22100-0000-1	FICA Payable	20,345.72
01-22150-0000-1	Medicare Payable	4,758.42
01-22200-0000-1	State Withholding Payab...	7,521.03
01-22250-0000-1	SUTA Payable	260.38
01-22275-0000-1	ETT Payable	7.24
01-22400-0000-1	Aflac Insurance	701.46
01-22600-0000-1	Health FSA	56.95
01-24000-0000-1	Deposits	250.00
01-24600-8207-1	Deferred Revenue - McF...	2,045.93
01-310-54800-0000-1	Maintenance Agreements	120,733.05
20-200-51800-0000-1	Clothing Allowance	206.91
20-200-56000-0000-1	Professional Services - O...	30.00
20-200-56700-0000-1	Repairs & Maintenance -...	199.26
20-200-57400-0000-1	Supplies - Operating	2,750.54
20-200-57800-0000-1	Telephone & Communic...	18.26
20-20800-0000-1	Pension Payable	570.86
20-22050-0000-1	Federal Withholding Pay...	174.67
20-22100-0000-1	FICA Payable	466.26
20-22150-0000-1	Medicare Payable	109.04
20-22200-0000-1	State Withholding Payab...	118.44
20-22250-0000-1	SUTA Payable	46.33
20-22275-0000-1	ETT Payable	1.28
20-22400-0000-1	Aflac Insurance	4.79
25-000-52910-2504-1	Buildings & Improvemen...	17,400.32
25-000-52960-2404-1	Street & Roads (Capital) -...	836.12
30-20800-0000-1	Pension Payable	2,640.30
30-22050-0000-1	Federal Withholding Pay...	1,257.06
30-22100-0000-1	FICA Payable	2,897.16
30-22150-0000-1	Medicare Payable	677.78
30-22200-0000-1	State Withholding Payab...	834.20
30-22250-0000-1	SUTA Payable	25.51
30-22275-0000-1	ETT Payable	0.71
30-22400-0000-1	Aflac Insurance	79.18
30-22600-0000-1	Health FSA	46.18
30-500-51800-0000-1	Clothing Allowance	315.56
30-500-52200-0000-1	Contract Services	315.36
30-500-53200-0000-1	Dues & Subscriptions	109.09
30-500-55600-0000-1	Postage	741.53
30-500-56000-0000-1	Professional Services - O...	262.00
30-500-56430-0000-1	Repairs & Maintenance -...	167.19
30-500-57400-0000-1	Supplies - Operating	34.55

## Account Summary

Account Number	Account Name	Payment Amount
30-500-57800-0000-1	Telephone & Communic...	1,143.89
30-500-58200-0000-1	Water/Soil/Other Analys...	280.00
31-20800-0000-1	Pension Payable	704.66
31-22050-0000-1	Federal Withholding Pay...	501.36
31-22100-0000-1	FICA Payable	805.40
31-22150-0000-1	Medicare Payable	188.40
31-22200-0000-1	State Withholding Payab...	330.86
31-22250-0000-1	SUTA Payable	8.50
31-22275-0000-1	ETT Payable	0.24
31-22400-0000-1	Aflac Insurance	22.90
31-22600-0000-1	Health FSA	34.63
31-505-52200-0000-1	Contract Services	268.86
31-505-52400-0000-1	Contract Services - Refus...	91,500.51
31-505-52500-0000-1	Contract Services - Recyc...	15,118.38
31-505-55600-0000-1	Postage	741.53
31-505-56000-0000-1	Professional Services - O...	53.00
31-505-57800-0000-1	Telephone & Communic...	94.07
32-20800-0000-1	Pension Payable	2,643.82
32-22050-0000-1	Federal Withholding Pay...	1,257.74
32-22100-0000-1	FICA Payable	2,901.02
32-22150-0000-1	Medicare Payable	678.14
32-22200-0000-1	State Withholding Payab...	834.92
32-22250-0000-1	SUTA Payable	25.52
32-22275-0000-1	ETT Payable	0.70
32-22400-0000-1	Aflac Insurance	79.14
32-22600-0000-1	Health FSA	46.08
32-510-51800-0000-1	Clothing Allowance	315.56
32-510-52200-0000-1	Contract Services	269.66
32-510-52910-2313-1	Buildings & Improvemen...	62,949.97
32-510-52910-2532-1	Buildings & Imp. (Capital)..	4,046.31
32-510-53200-0000-1	Dues & Subscriptions	109.09
32-510-55600-0000-1	Postage	743.76
32-510-56000-0000-1	Professional Services - O...	1,262.00
32-510-56400-0000-1	Repairs & Maint - Build &..	6,251.64
32-510-56410-0000-1	Repairs & Maintenance- ...	2,951.60
32-510-56600-0000-1	Repairs & Maintenance -...	47.26
32-510-57400-0000-1	Supplies - Operating	1,541.28
32-510-57800-0000-1	Telephone & Communic...	589.28
32-510-58000-0000-1	Utilities	14,725.92
32-510-58200-0000-1	Water/Soil/Other Analys...	3,371.02
34-20800-0000-1	Pension Payable	513.95
34-22050-0000-1	Federal Withholding Pay...	223.63
34-22100-0000-1	FICA Payable	646.00
34-22150-0000-1	Medicare Payable	151.06
34-22200-0000-1	State Withholding Payab...	228.19
34-22250-0000-1	SUTA Payable	18.16
34-22275-0000-1	ETT Payable	0.51
34-22400-0000-1	Aflac Insurance	42.06
34-520-53200-0000-1	Dues & Subscriptions	109.09
34-520-56000-0000-1	Professional Services - O...	96.00
34-520-56600-0000-1	Repairs & Maintenance -...	1,765.00
34-520-57800-0000-1	Telephone & Communic...	52.18
	<b>Grand Total:</b>	<b>487,159.64</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	487,159.64

**Project Account Summary**

Project Account Key  
\*\*None\*\*

Payment Amount

Grand Total:

487,159.64

**REGULAR CITY COUNCIL MINUTES**

**IN-PERSON MEETING**

**April 8, 2026**

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

**CALL TO ORDER**

Mayor Ayon called the meeting to order at 6:00p.m.

**ROLL CALL**

**Councilmembers Present:** Mayor Saul Ayon, Councilmember Martin Gutierrez, Councilmember María Pérez

**Councilmembers Absent:** Vice-Mayor Ricardo Cano, Councilmember Anita Gonzalez

**OFFICIALS PRESENT**

City Attorney Nathan Hodges, City Manager Diego Viramontes, Chief of Police Adrian Olmos, Community Development Director Megan Snyder, Human Resources Director Serrena McCuan, Public Works Director, Yerlys Hernandez, City Clerk Erika De La Cruz

**INVOCATION**

Offered by Community Development Director Megan Snyder

**PLEDGE OF ALLEGIANCE**

Offered by City Clerk Erika De La Cruz

**APPROVE AGENDA AS TO FORM**

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez to Approve the Agenda as to Form at the meeting of April 8, 2026. **Motion Approved** by 3/0 Roll-Call Majority Vote.*

***Roll Call Vote:***

*AYES: S. Ayon, M. Gutierrez, M. Pérez*

*NOES: None*

*ABSENT: R. Cano, A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

**FEATURED PET**

Featured Pet, Pheobe, presented by Community Development Director Snyder

**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. A Proclamation Declaring in the City of McFarland April 2026 as Child Abuse Prevention Month
2. A Proclamation Declaring in the City of McFarland April 2026 as Autism Acceptance Month

## **CONSENT AGENDA**

3. Approval of Expense Report in the Amount of \$194,155.17 from 3/14/2026 to 3/27/2026.
4. Approval of Payroll Report for the Month of March 2026 in the Amount of \$430,954.39.
5. Approval of March 25, 2026, Regular Meeting Minutes
6. Approval of Resolution No. 2026-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ESTABLISHING RULES OF DECORUM FOR PUBLIC MEETINGS OF THE CITY COUNCIL, COMMISSIONS, AND STANDING COMMITTEES
7. Approval of Resolution No. 2026-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE WAIVER OF THE FACILITY USE AGREEMENT FEES, DEPOSIT, AND THE GENERAL LIABILITY INSURANCE REQUIREMENT FOR MCFARLAND LIONS CLUB

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez to Approve the Agenda as to Form at the meeting of April 8, 2026. **Motion Approved** by 3/0 Roll-Call Majority Vote.*

### **Roll Call Vote:**

*AYES: S. Ayon, M. Gutierrez, M. Pérez*

*NOES: None*

*ABSENT: R. Cano, A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

## **PUBLIC HEARINGS**

None

## **ADMINISTRATIVE AGENDA**

8. Approval of Resolution No. 2026-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE FINAL FIVE (5) YEAR TRANSIT DEVELOPMENT PLAN

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez to Approve the Agenda as to Form at the meeting of April 8, 2026. **Motion Approved** by 3/0 Roll-Call Majority Vote.*

### **Roll Call Vote:**

*AYES: S. Ayon, M. Gutierrez, M. Pérez*

*NOES: None*

*ABSENT: R. Cano, A. Gonzalez*

*ABSTAIN: None*

*PASSED: 3-0*

## **PUBLIC COMMENT**

- Leticia Jaramillo
- Resista Ortega

## **COUNCIL COMMENTS**

None

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

- a. **Public Policy and Finance Committee** – Meeting Cancelled
- b. **Public Safety Committee** – Meeting Cancelled
- c. **Quality of Life Committee** – Councilmember Pérez reported on the upcoming Cinco De Mayo Festivities. The event will take place over three days (Friday through Sunday), with the main festivities scheduled for Sunday at Blanco Park. Tickets are available through the City. The parade route has been modified and will now begin at Browning Road, proceeding south and then east on Sherwood. The event will include food vendors, live music, and enhanced security measures. A run is also planned for Saturday, with details still being finalized. Overall, the event was described as well-organized, and appreciation was expressed to City staff for their efforts in planning and coordination.

### **COUNCIL STATEMENTS AND REPORTS:**

**Council Member Gutierrez** expressed appreciation to all attendees, noting the meeting was informative and well-attended. He thanked department heads for their continued efforts in ensuring City operations run smoothly. He also highlighted the importance of the proclamations recognizing Child Abuse Prevention and Autism Acceptance, stating these are meaningful initiatives for the community. Additionally, he encouraged community members to continue attending meetings and sharing their concerns and ideas.

**Council Member Pérez** echoed appreciation for public attendance and emphasized the importance of community engagement. She noted that concerns brought forward are taken seriously and referred to staff for review and follow-up. Council Member Pérez also spoke on the significance of autism awareness, sharing its personal impact and expressing support for community efforts and events benefiting students with special needs. She acknowledged concerns related to stray dogs and speeding in certain areas, noting that the City is aware and working toward solutions.

**Mayor Ayon** concluded by thanking City staff, the Police Department, and first responders for their continued service. He encouraged residents to utilize the City's reporting portal for concerns to ensure efficient handling, while noting that unresolved issues may be elevated to the Council. He also highlighted upcoming community events and encouraged public participation.

### **CLOSED SESSION**

None

### **ADJOURNEMENT**

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez to adjourn the meeting at 7:10p.m.at the meeting of April 8, 2026. **Motion Approved** by 3/0 Roll-Call Majority Vote.*

#### ***Roll Call Vote:***

**AYES:** S. Ayon, M. Gutierrez, M. Pérez

**NOES:** None

**ABSENT:** R. Cano, A. Gonzalez

**ABSTAIN:** None

**PASSED:** 3-0

CITY OF MCFARLAND

---

Erika De La Cruz, City Clerk

**SPECIAL CITY COUNCIL MINUTES**

**IN-PERSON MEETING**

**April 8, 2026**

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

**CALL TO ORDER**

Mayor Ayon called the meeting to order at 6:30p.m.

**ROLL CALL**

**Councilmembers Present:** Mayor Saul Ayon, Councilmember Martin Gutierrez, Councilmember María Pérez

**Councilmembers Absent:** Vice-Mayor Ricardo Cano, Councilmember Anita Gonzalez

**OFFICIALS PRESENT**

City Attorney Nathan Hodges, City Manager Diego Viramontes, Chief of Police Adrian Olmos, Human Resources Director Serrena McCuan

**PUBLIC COMMENT**

None

**CLOSED SESSION**

1. No reportable action taken.

**ADJOURNMENT**

Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez to adjourn the meeting at 7:30p.m. at the meeting of April 8, 2026. **Motion Approved** by 3/0 Roll-Call Majority Vote.

***Roll Call Vote:***

***AYES:*** S. Ayon, M. Gutierrez, M. Pérez

***NOES:*** None

***ABSENT:*** R. Cano, A. Gonzalez

***ABSTAIN:*** None

***PASSED:*** 3-0

CITY OF MCFARLAND

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Erika De La Cruz, City Clerk





# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 9.  
Section: CONSENT AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Approval of Resolution No. 2026-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MCFARLAND AND KERN INTERN CONNECT PROGRAM TO PARTICIPATE IN A WAGE REIMBURSEMENT INITIATIVE SUPPORTING INTERN EMPLOYMENT

---

#### **SUMMARY:**

The Kern Intern Connect Program is designed to connect local employers with qualified interns while offsetting a portion of wage costs through reimbursement. Participation in this program allows the City of McFarland to enhance workforce development efforts, provide meaningful work experience opportunities, and reduce financial impact associated with onboarding interns.

The proposed MOU outlines the terms and conditions under which the City of McFarland will employ interns and receive partial wage reimbursement for eligible positions.

The Kern Intern Connect Program is a workforce development initiative aimed at strengthening the local talent pipeline by partnering employers with students and emerging professionals. Through this program, participating organizations are eligible to receive reimbursement for a portion of intern wages, subject to program guidelines and funding availability. The City of McFarland has identified an opportunity to participate in this program to support departmental needs while contributing to regional workforce development.

#### **FINANCIAL IMPACT:**

Participation in the Kern Intern Connect Program will result in cost savings for the City of McFarland through partial wage reimbursement. Under the program, the City is expected to receive reimbursement at a rate of \$8.45 per hour for eligible internship hours, up to 40 hours per week for a duration of up to 8 weeks. The McFarland City Council is already moving forward with the summer internship program, and participation in this reimbursement program will directly offset a portion of those established costs for 1 intern. Any remaining costs not covered by the reimbursement will be absorbed within the existing departmental budget.

#### **RECOMMENDATION:**

Staff recommends that the City Council of the City of McFarland approve Resolution No. 2026-

41 and the Memorandum of Understanding (MOU) between City of McFarland and the Kern Intern Connect Program to participate in a wage reimbursement initiative supporting intern employment.

**ATTACHMENTS:**

1. KEDC - Kern Intern Connection Program\_Redacted

**RESOLUTION NO. 2026-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MCFARLAND AND KERN INTERN CONNECT PROGRAM TO PARTICIPATE IN A WAGE REIMBURSEMENT INITIATIVE SUPPORTING INTERN EMPLOYMENT**

**WHEREAS**, the Kern Intern Connect Program is a workforce development initiative designed to connect local employers with qualified interns, while providing partial wage reimbursement to offset associated employment costs; and

**WHEREAS**, the program aims to strengthen the local talent pipeline by partnering employers with students and emerging professionals, thereby supporting career development and regional economic growth; and

**WHEREAS**, participation in the Kern Intern Connect Program provides the City of McFarland with the opportunity to enhance workforce development efforts, offer meaningful work experience, and reduce the financial impact of recruiting and onboarding interns; and

**WHEREAS**, the proposed Memorandum of Understanding (MOU) establishes the terms and conditions under which the City of McFarland will employ interns and receive partial wage reimbursement for eligible positions.

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference as though fully set forth.
2. The City Council finds that participation in the Kern Intern Connect Program serves a public purpose by supporting workforce development, enhancing employment opportunities for students and emerging professionals, and addressing departmental staffing needs.
3. The City Council determines that entering into the Memorandum of Understanding for wage reimbursement is in the best interest of the City, as it provides financial assistance to offset intern wage costs while expanding organizational capacity.
4. The City Council hereby approves participation in the Kern Intern Connect Program and authorizes the City Manager, or designee, to execute the Memorandum of Understanding and any related documents necessary to implement the program, subject to program guidelines and funding availability.
5. The City Manager, or designee, is further authorized to take all actions necessary to administer the program in accordance with applicable laws, policies, and procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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



To: City of McFarland  
From: Kern Economic Development Foundation  
Date: March 7, 2026  
Re: Kern Intern Connection Program; Memorandum of Understanding  
Regarding Wage Reimbursement

---

This memorandum of understanding (“MOU”) by and between **KERN ECONOMIC DEVELOPMENT FOUNDATION**, a California nonprofit public benefit corporation (the “Foundation”), and City of McFarland (“Employer”), shall serve to confirm the terms and conditions of Employer’s participation in the Kern Intern Connection Program (the “Program”) to facilitate the employment of one (1) intern (“Intern”) based on the terms and conditions set forth herein.

1. **Reimbursement Rate.** The Foundation agrees to reimburse Employer for the cost of employing Intern based on the following rate schedule:

a. **Reimbursement Rate.** Employer shall be reimbursed for the cost of compensating Intern at a rate of \$8.45 per hour, for up to 40 hours per week, for a duration of up to eight (8) consecutive weeks (“Reimbursement Rate”). The total reimbursement amount to be paid to Employer during the Term (as defined in Section 4 below) based on the Reimbursement Rate shall not exceed \$2,704.00.

b. To the extent Intern resides more than twenty-five (25) miles from Employer’s worksite, the Intern may be eligible to receive a stipend to offset Intern’s cost of fuel used to travel to/from the worksite (“Fuel Stipend”). The amount of the Fuel Stipend to be provided to Intern shall be determined by Foundation, in consultation with Employer on a case-by-case basis, in its sole and absolute discretion. The total amount of the Fuel Stipend provided by the Foundation to Employer for distribution to Intern during the Term shall not exceed \$1,000.00.

2. **Employer Acknowledgments.** Employer acknowledges and agrees to the following:

a. Employer shall be responsible for hiring and orienting Intern and be considered the sole employer of Intern. The Intern shall not be considered an employee, independent contractor, agent, joint venturer or partner of the Foundation. Nothing in this MOU shall be interpreted or construed as creating an employment relationship between the Foundation and Intern.

b. Employer shall be solely responsible for paying all employment-related taxes, withholdings, and payments for Intern, including, but not limited to state and federal income taxes, SDI and FICA, that are attributable to compensating Intern under this Program. Employer shall be

further responsible for full compliance with all applicable federal, state and local labor and employment laws.

3. **Payments.** The Foundation shall reimburse Employer, based on the Reimbursement Rate set forth in Section 1 above, within forty-five (45) days of receipt of an invoice from Employer for compensation paid to Intern. If requested by Foundation, Employer shall provide Foundation with additional information evidencing the amount paid to Intern and for which Employer is seeking reimbursement. All requests for reimbursement by Employer shall be submitted by no later than forty-five (45) days after the conclusion of the Term.

4. **Term.** Unless sooner terminated as provided herein, this MOU shall be effective and enforceable for a period of eight (8) consecutive weeks, commencing on Intern's first day of employment with Employer (the "Term"). Within five (5) days of commencement of the Term, Employer shall provide Foundation with written notice confirming Intern's first day of employment. The Foundation shall not be responsible for reimbursing Employer for any costs associated with employing and compensating Intern after the expiration of the Term and said costs shall be the sole responsibility of the Employer.

5. **Termination.** Employer shall have the right, in its sole and absolute discretion, to terminate Intern's employment, with or without cause, throughout the Term. In the event of any such termination, Employer shall be reimbursed in accordance with Section 1 for all hours worked by Intern up to and through the date of termination. The parties' respective rights and obligations under this MOU shall otherwise terminate and this MOU shall be of no further force or effect as of the date of termination, except for those terms that expressly survive the termination of this MOU.

6. **Insurance.** During the Term of this MOU, Employer shall maintain such types and amounts of insurance as are customary in Employer's line of business and otherwise maintain any insurance as required by law, including, but not limited to, workers' compensation insurance.

7. **Indemnification by Employer.** To the fullest extent permitted by law, Employer shall hold harmless, indemnify, reimburse and defend the Foundation and its officers, directors, agents and employees from and against any and all claims, suits, actions, proceedings, losses, liabilities, professional liabilities or expenses (including attorneys' fees and all court costs and other expenses) arising out of or in connection with: (i) Intern's course and scope of work performed on behalf of Employer during the Term of this MOU; (ii) the failure of Employer (or its directors, officers, employees, agents or subcontractors) to comply with any provision of this MOU; and (iii) any negligent act or omission or willful misconduct of Employer (or any of its directors, officers, employees, agents or subcontractors) otherwise pertaining in any manner to this MOU. Foundation's rights and Employer's obligations under this Section 7 shall survive the termination of this MOU.

8. **Limitation of Liability.** The liability of either party to the other for any type of damages, whether considered general or special damages, shall be limited to the total reimbursement amount paid to Employer under Section 1 herein, unless such damages are the result of a party's gross negligence or willful misconduct.

9. **No Third-Party Beneficiary; No Partnership or Joint Venture Created.** This MOU 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. Nothing in this MOU shall be construed, deemed, or interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than contractual parties to this MOU.

**10. General Provisions.**

a. This MOU constitutes the entire integrated agreement between the Foundation and Employer. All prior negotiations, representations, and agreements, written or oral, between the parties regarding the subject matter of this MOU are superseded and canceled hereby and shall not be used to interpret or construe this MOU.

b. No amendment or modification of this MOU shall be effective or enforceable, unless in writing signed by the parties.

c. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

d. Captions and headings in this MOU are solely for the convenience of the parties, are not a part of this agreement, and shall not be used to interpret or determine the validity of this MOU or any of its provisions.

e. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Facsimile signatures are acceptable to both parties.

f. This MOU is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this MOU.

g. The validity, interpretation, and performance of this MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be Kern County.

h. In the event any action or proceeding is instituted arising out of or relating to this MOU, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

i. Waiver by a party of any provision of this MOU shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

j. The parties acknowledge that each party and their respective legal counsel have reviewed this MOU and agree that this MOU is the product of negotiations between the parties. This MOU 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 MOU.

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

l. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

m. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States Mail, postage prepaid, addressed as follows: If to Foundation: Attention – Barbara Minor, Program Manager, 2700 M Street, Suite 200, Bakersfield, CA 93301, Phone – (661)862-5150, Email - barbara@kedf.org; If to Employer: City of McFarland, 401 W Kern Ave, McFarland, CA 93250, Phone – 661-792-3091, Email - smccuan@cityofmcfarland.ca.gov. Any party may change its address by giving notice to the other party in the manner herein described

Dated: April 17, 2026

**KERN ECONOMIC DEVELOPMENT FOUNDATION**, a California nonprofit public benefit corporation ("Foundation")

By: 

Its: Executive Director

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_, a California Municipal Corporation ("Employer")

By: \_\_\_\_\_

Its: \_\_\_\_\_



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 10.  
Section: CONSENT AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members  
**FROM:** Diego Viramontes, City Manager  
**SUBJECT:** LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 (FISCAL YEAR 2026/2027): INITIATION OF PROCEEDINGS, PRELIMINARY APPROVAL OF ENGINEER'S REPORT, AND DECLARATION OF INTENTION TO LEVY AND COLLECT ASSESSMENTS

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#### **SUMMARY:**

This action by the City Council initiates the proceedings and declares the City's intention to levy assessments within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2026/2027 and sets the time and place for the Public Hearing.

#### **FINANCIAL IMPACT:**

The total annual maintenance cost to the District is \$346,064. Annual maintenance costs are funded through the assessments placed on the property tax bills.

#### **RECOMMENDATION:**

It is recommended that the City Council adopt three resolutions: (1) Initiating Proceedings for the levy and collection of Assessments for Fiscal Year 2026/2027, (2) Preliminary approval of the Engineer's Report regarding the proposed levy and collection of assessments; (3) Declaring its Intention to the levy and collect assessments within the Landscaping and Lighting Assessment District No.1 for Fiscal Year 2026/2027 and setting the time and place for the Public Hearing.

#### **ATTACHMENTS:**

1. FY2627 McFarland LL Engineer's Report



# City of McFarland

## Landscaping and Lighting Assessment District No. 1

### 2026/2027 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: April 22, 2026  
Public Hearing: May 27, 2026

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com](http://www.willdan.com)



# ENGINEER'S REPORT AFFIDAVIT

## LANDSCAPING & LIGHTING ASSESSMENT DISTRICT NO. 1

City of McFarland,  
County of Kern, State of California

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2026/2027, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of McFarland

By: \_\_\_\_\_

Chonney Gano, Project Manager  
District Administration Services

By: \_\_\_\_\_

Tyrone Peter  
P.E. # C 81888

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## I. INTRODUCTION

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The City of McFarland (hereafter referred to as the “City”) annually levies and collects special assessments to maintain the improvements within the City’s Lighting & Landscaping Assessment District No. 1 (hereafter referred to as the “District”). The formation of the District has been made pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the “1972 Act”) as directed by the City Council of the City of McFarland, California.

The City proposes to levy and collect annual special assessments for maintenance of the improvements within the District pursuant to the 1972 Act and in compliance with the applicable requirements of the California State Constitution Article XIID (the “Article XIID”).

This Engineer’s Report (hereafter referred to as the “Report”) describes the proposed assessments, maximum annual assessments, and improvements for Fiscal Year 2026/2027. Also included is a formula by which the maximum annual assessment may be adjusted annually to account for inflation.

## II. DESCRIPTION OF THE DISTRICT

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The District is located within the boundaries of the City and is divided into the following four zones of benefit:

**Zone 1:** Zone 1 is composed of Tract 6373 (original APN’s 201-080-36 and 201-110-14), which is generally situated north of Taylor Avenue, south of Richards Drive, and east of Garzoli Avenue. This zone is to be composed entirely of single-family residential dwellings and includes lighting and landscaping improvements.

**Zone 2:** Zone 2 is composed of Tract 6416, a multi-family apartment complex and a commercial center located just north of the same tract. Both Tract 6416 and the apartment complex are within original APN 201-010-05. The commercial center’s original APN is 201-010-04. Zone 2 is generally situated north of Perkins Avenue, south of Elmo Highway, east of Garzoli Avenue, and west of Kendrea Street. This zone will include lighting and landscaping improvements.

**Zone 3:** Zone 3 is composed of Tract 6379 (original APN 201-010-38), which is generally situated north of Hail Lane, south of Elmo Highway, and east of Kendrea Street. This zone will be composed entirely of single-family residential dwellings and will only include lighting improvements.

**Zone 4:** Zone 4 is composed of Tract No. 6572 (original APN 201-120-03), which is generally situated in the southeast corner of Mast Avenue and Taylor Avenue. This

zone is to be made up entirely of single-family residential dwellings and includes lighting and landscaping improvements.

## **A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

### III. DESCRIPTION OF IMPROVEMENTS

---

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of public street landscaping and street lighting improvements installed in connection with the development of parcels within the District. These improvements may include, but are not limited to, irrigation systems including water mains, sprinklers, electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and lighting facilities hereafter to be constructed or planted in and for the benefit of parcels within the District and are of a public nature.

The assessment includes the cost of electricity, water, repairs, replacement, supervision, care and other items necessary for the proper maintenance and operation thereof, and additions and improvements thereto which may hereafter be made.

#### A. Landscaping Improvements

The collected special assessments will be used for the maintenance of the following landscaping improvements:

- **Zone 1:** Approximately 8,500 square feet of landscaping improvements along Garzoli Avenue.
- **Zone 2:** Approximately 7,950 square feet of landscaping improvements along Garzoli Avenue and Perkins Avenue.
- **Zone 3:** No landscaping improvements.
- **Zone 4:** Approximately 19,500 square feet of landscaping improvements along Taylor Avenue.

#### B. Street Lighting Improvements

All four zones will include lighting improvements along streets immediately within or adjacent to the Zones.

## IV. METHOD OF ASSESSMENT

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### A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formula used for calculating assessments in each Zone of the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to Article XIID Section 4 (with some exceptions) a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, only special benefits are assessable, the District must separate the general benefits from the special benefits and property owners must approve any increased or new assessment. Therefore, in compliance with the new assessment requirements, only assessments that are identified as either “Exempt Assessments” or “Special Benefit Assessments” are assessed. The costs of any improvements considered to be “General Benefit” have been eliminated from the District assessments, and a property owner protest balloting was held. The balloting results showed majority support for the District assessments and improvements.

### B. Benefit Analysis

Each of the proposed improvements, the associated costs and assessments have been carefully reviewed by the City and have been identified and allocated based on benefit, pursuant to the provisions of the 1972 Act and Article XIID of the California Constitution. Each improvement and the associated costs have been identified as either “general benefits” (not assessed) or “special benefits”. Although some existing assessments within the District qualified as exempt assessments pursuant to Article XIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4, the improvements associated with these assessments are considered a special benefit to the assessed properties and are in compliance with the substantive requirements of Article XIID Section 4. The maximum assessment rates shown in this Report are consistent with the provisions of Article XIID and any new or increased assessments shall be subject to the provisions of Section 4 therein.

## Special Benefits

The method of apportionment (method of assessment) is based on the premise that each of the assessed parcels within the District and Zones receives benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each Zone are for the maintenance of local street lighting and landscaped improvements installed as part of the original development of the parcels within the Zones or were later installed for the benefit of those properties. The desirability and security of properties within each Zone is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The landscape improvements provided by the District may include landscaped medians, parkways, entryways, slopes and appurtenant facilities. Street lighting improvements may include energy costs and necessary maintenance to the facilities related thereto. The annual assessments outlined in this Report are proposed to cover the estimated costs to provide necessary service, operation, administration and maintenance required each year to keep these improvements in a healthy, vigorous and satisfactory condition.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation, and attenuating noise.

The special benefits of street lighting are the convenience, safety and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.

- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to the specific enhancement and desirability of each of the assessed parcels.

### **C. Assessment Methodology**

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used for each Zone should reflect the composition of the parcels and the improvements and services provided, based on each parcel's estimated special benefit.

#### **Equivalent Benefit Units:**

In order to equitably apportion the cost of the improvements to each parcel, it is necessary to establish a correlation between the different properties and types of properties that benefit from those improvements. The Equivalent Benefit Unit ("EBU") method of apportioning benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of each parcel's land use type, size and development status.

An Equivalent Benefit Unit (EBU) basis was used to allocate the proposed assessments among the parcels within the District. Single-Family Residential properties were determined to be 1.0 (one) EBU per unit. Commercial properties and Multi-Family residential parcels will be assessed at the rate of 4.0 (four) EBU's per gross acre, which is also the overall average single-family residential lot count per acre for tracts within the Assessment District. The future public park parcels located within Zone 1 and Zone 2 are exempt from assessment.

The following table lists the EBU values for developments within the District:

Development Type	EBU Value	Multiplier
Single Family Residential	1.0	Unit
Multi-Family	4.0	Gross Acre
Commercial	4.0	Gross Acre

Within each zone, the following formula is used to calculate each parcel’s EBU (proportional benefit):

$$\text{Development Type EBU Value} \times \text{Acreage or Dwelling Units per Parcel} = \text{Parcel EBU}$$

The assessment amount per EBU for each zone was established by taking the total cost of maintenance for improvements for each zone and dividing that amount by the total number of EBU’s within each zone. This assessment per EBU was then multiplied by each parcel’s individual EBU to determine that parcel’s proportionate assessment obligation for the improvements within the zone. The following formulas summarize the calculation:

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Assessment}$$

**Note:** Parcels will not be assessed until street lighting and landscaping improvements in their area have been installed and have been accepted for maintenance by the City.

#### D. Assessment Range Formula

Any new or increased assessments require certain noticing and meeting requirements by law. The Brown Act defines the terms “new or increased assessment” to exclude certain conditions. These certain conditions include “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed”. This definition was later confirmed by Senate Bill 919 (the legislation implementing Proposition 218).

An assessment range formula for the District assessments has been confirmed through property owner ballot proceedings in compliance with Article XIID, except those existing assessments within the District which qualified as exempt assessments pursuant to Article XIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4. The assessment range formula shall be applied to the future assessments within the District. The following describes this assessment range formula:

Wherein, if the proposed assessment (levy per unit or rate) is less than or equal to the prior year's maximum assessment plus the adjustments described in the following, then the proposed assessment is not considered an increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to the assessment amounts without requiring costly noticing and mailing procedures, which would be added to the District costs and assessments.

The Maximum Annual Assessment per Equivalent Dwelling Unit for each zone has been increased by the change in the Los Angeles-Long Beach-Anaheim County/All Urban Consumers Consumer Price Index (CPI) from January of the previous calendar year to January of the current calendar year as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Maximum Assessment is defined as the initial Assessment (approved by property owners within the District) adjusted annually by the CPI. If the proposed annual assessment for a given Fiscal Year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment.

For Fiscal Year 2026/2027, the increase in the CPI is 3.017%, therefore the maximum assessment for Zone 1, 2, 3, 4 within the District increased by 3.017% from Fiscal Year 2025/2026.

### **Assessment for Fiscal Year 2026/2027**

For Fiscal Year 2026/2027, the costs of improvements to be installed for each zone have been allocated to the current parcels within those zones as shown on the assessor's parcel maps in Appendix A.

The District Assessment Budget for Fiscal Year 2026/2027 is shown on the next page. The budget numbers are based on the estimated cost of maintenance and operation for improvements that are proposed to be completed this year. These costs are used to calculate the assessments for 2026/2027 listed in Appendix B.

## V. DISTRICT BUDGET FOR FISCAL YEAR 2026/2027

BUDGET ITEMS	Zone 1		Zone 2		Zone 3		Zone 4	
	2025/2026	2026/2027	2025/2026	2026/2027	2025/2026	2026/2027	2025/2026	2026/2027
<b>DIRECT COSTS</b>								
Contract Services	\$6,516	\$2,908	\$7,606	\$3,372	\$0	\$0	\$4,368	\$1,949
Equipment - Other (Capital)	0	0	0	0	0	0	0	0
Fuel	2,009	2,014	2,345	2,336	0	0	1,347	1,350
Insurance - CSJ Risk Management	5,674	3,679	6,623	4,268	0	0	3,804	2,467
Professional Services - Other	1,233	6,536	1,440	7,581	0	0	827	4,382
Repairs & Maintenance - Landscape	3,524	3,533	4,114	4,098	0	0	2,362	2,369
Supplies - Operating	10,417	12,211	12,160	14,163	0	0	6,983	8,186
Telephone & Communications	176	353	206	410	0	0	118	237
Street Lighting	13,919	13,956	16,249	16,187	0	0	9,332	9,356
<b>Direct Costs (Subtotal)</b>	<b>\$43,468</b>	<b>\$45,191</b>	<b>\$50,741</b>	<b>\$52,415</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,141</b>	<b>\$30,297</b>
<b>ADMINISTRATION COSTS</b>								
City Administration Costs	\$79,047	\$60,427	\$92,275	\$70,086	\$0	\$0	\$52,994	\$40,511
Willdan Administration Costs	2,317	2,389	2,464	2,604	0	0	1,553	1,602
County Assessment Roll Fee	64	64	65	65	0	0	47	47
<b>Administration Costs (Subtotal)</b>	<b>\$81,428</b>	<b>\$62,880</b>	<b>\$94,804</b>	<b>\$72,755</b>	<b>\$0</b>	<b>\$0</b>	<b>\$54,594</b>	<b>\$42,159</b>
<b>TRANSFERS IN/OUT</b>								
Transfer Out - Indirect Cost Allocation	\$16,006	\$14,263	\$18,685	\$16,543	\$0	\$0	\$10,731	\$9,562
General Fund Contribution	(65,512)	(44,674)	(127,289)	(103,901)	0	0	(24,005)	(22,378)
Reserve Fund Collection/Contribution	(0)	-	(0)	-	0	0	(12,567)	-
<b>Transfers In/Out (Subtotal)</b>	<b>(\$49,506)</b>	<b>(\$30,412)</b>	<b>(\$108,604)</b>	<b>(\$87,358)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$25,841)</b>	<b>(\$12,817)</b>
<b>BALANCE TO LEVY</b>	<b>\$75,389</b>	<b>\$77,660</b>	<b>\$36,942</b>	<b>\$37,812</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,894</b>	<b>\$59,639</b>
<b>DISTRICT STATISTICS</b>								
Assessable Parcels	267	267	268	291	1	1	179	179
Equivalent Benefit Units (EBU)	267.00	267.00	311.68	309.68	69.00	69.00	179.00	179.00
<b>Proposed Assessment per EBU</b>	<b>\$282.34</b>	<b>\$290.86</b>	<b>\$118.52</b>	<b>\$122.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$323.42</b>	<b>\$333.18</b>
<b>Maximum Assessment per EBU (Current Fiscal Year)</b>	<b>\$282.36</b>	<b>\$290.88</b>	<b>\$118.52</b>	<b>\$122.10</b>	<b>\$67.48</b>	<b>\$69.51</b>	<b>\$323.43</b>	<b>\$333.19</b>
<b>Maximum Rate Increase</b>		3.017%		3.017%		3.017%		3.017%
<b>RESERVE FUND</b>								
Estimated Beginning Reserve Balance - June 30, 2026	\$0	\$0	\$0	\$0	\$0	\$0	\$12,567	\$0
Reserve Fund Collection/Contribution	0	0	0	0	0	0	(12,567)	0
<b>Estimated Ending Reserve Balance - June 30, 2027</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## APPENDIX A – DISTRICT DIAGRAM

The District boundaries are on file in the Office of the City Clerk and by reference made part of this Report. These maps are in connection with the Assessment Roll in Appendix B and constitute the District Assessment Diagram for Fiscal Year 2026/2027. The boundary map for the District has been previously approved and submitted to the City in the format required by the 1972 Act.

The boundary for the District is defined as the corresponding parcels for each Zone as identified on the Kern County Assessor’s Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Kern County Assessor’s Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

## APPENDIX B – ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the Fiscal Year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the Fiscal Year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

**RESOLUTION NO. 2026-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
FOR PRELIMINARY APPROVAL OF THE ENGINEER’S REPORT REGARDING THE  
PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND  
LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2026/2027**

**WHEREAS**, this City Council pursuant to provisions of the Landscaping and Lighting Act of 1972 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (hereafter referred to as the “Act”) did by previous Resolution, order the preparation of an Engineer’s Annual Levy Report (hereafter referred to as the “Engineer’s Report”) for the District known and designated as the Landscaping and Lighting Assessment District No. 1 (hereafter referred to as the “District”) for Fiscal Year 2026/2027; and

**WHEREAS**, The City Council pursuant to provisions of the Act proposes to levy and collect assessments against lots and parcels of land within the various Tracts of the District for the Fiscal Year 2026/2027, to pay the maintenance, servicing and operation of the improvements related thereto; and

**WHEREAS**, there has now been presented to this City Council the Engineer’s Report as required by Chapter 3, Section 22623 of said Act; and

**WHEREAS**, this City Council has examined and reviewed the Engineer’s Report as presented. This City Council is preliminarily satisfied with the budget items and documents as set forth therein and is satisfied that the levy amounts have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

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

1. That the above recitals are true and correct.
2. That the “Engineer’s Report” as presented, consists of the following:
  - a) A Description of Improvements.
  - b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
  - c) A diagram of the District that identifies the parcels within the District.
  - d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for Fiscal Year 2026/2027.
3. The “Engineer’s Report” as presented or as amended is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.
4. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes

of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

**RESOLUTION NO. 2026-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR  
2026/2027**

**WHEREAS**, The City Council has by previous Resolution initiated proceedings for Fiscal Year 2026/2027 regarding the levy and collection of assessments for the Landscaping and Lighting Assessment District No. 1 (hereafter referred to as the “District”). Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the “Act”), assessments for the District shall be levied and collected by the County of Kern for the City of McFarland to pay the maintenance and services of the improvements and facilities related thereto; and

**WHEREAS**, the proposed District assessments for Fiscal Year 2026/2027 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID; and

**WHEREAS**, there has now been presented to this City Council an Engineer’s Annual Levy Report (hereafter referred to as the “Engineer’s Report”), and said Engineer’s Report has been filed with the City Clerk in accordance with the Act; and

**WHEREAS**, the City Council has examined and reviewed the Engineer’s Report as presented and is satisfied with the District, the budget items and documents as set forth therein and is satisfied that the proposed assessments contained therein, have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

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

1. The above recitals are true and correct.
2. The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the lands, lots and parcels within the District boundary. The City Council further declares its intention to levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for Fiscal Year 2026/2027.
3. The boundaries of the District are described in the Engineer’s Report and are consistent with the boundary established and described in the original formation documents, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of

McFarland, within the County of Kern, State of California and includes the territory known as the Landscaping and Lighting Assessment District No.1.

4. The improvements within the District include, but are not limited to: irrigation systems including water mains, sprinklers, electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and lighting facilities hereafter to be constructed or planted in and for the benefit of parcels within the District. The assessment includes the cost of electricity, water, repairs, replacement, supervision, care, and other items necessary for the proper maintenance and operation thereof, and additions and improvements thereto which may hereafter be made. The Engineer’s Report describes the improvements and any substantial changes in existing improvements.
5. The City Council hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer’s Report, it is necessary to levy and collect assessments against lots and parcels within the District for Fiscal Year 2026/2027 and said assessments shall be outlined and described in the Engineer’s Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.
6. The proposed assessments for Fiscal Year 2026/2027, as outlined in the Engineer’s Report, do not exceed the maximum assessment approved by the property owners through a property owner balloting proceeding. As such, the proposed assessments do not constitute an increased assessment and do not require additional property owner approval in accordance with the requirements of the California Constitution, Article XIID.
7. The City Council hereby declares its intention to conduct a Public Hearing concerning the District and the levy of assessments in accordance with Chapter 3, Section 22626 of the Act.
8. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Wednesday, May 27, 2026 at 6:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 103 West Sherwood Ave, McFarland, CA 93250.
9. The City Council hereby authorizes and directs the City Clerk to give notice of the time and place of the Public Hearing to the property owners within the District pursuant to Sections 22626, 22552 and 22553 of the Act and 6061 of the Government Code. The City Clerk shall give notice to the property owners by: causing notice of the public hearing to be published in the local newspaper one time at least 10 days prior to the Public Hearing; and, posting a copy of this resolution on the official bulletin board (s) customarily used for posting such notices.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

**RESOLUTION NO. 2026-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS  
FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR  
2026/2027, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE  
CALIFORNIA STREETS AND HIGHWAYS CODE**

**WHEREAS**, The City Council by previous Resolutions formed and levied annual assessments for the Landscaping and Lighting Assessment District No. 1 (hereafter referred to as the “District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the “Act”); and

**WHEREAS**, the Act provides the City Council the authority to annually levy and collect assessment for the District on the Kern County tax roll on behalf of the City of McFarland to pay the maintenance and services of the improvements and facilities related thereto; and

**WHEREAS**, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, to prepare and file an Engineer’s Annual Levy Report (hereafter referred to as the “Engineer’s Report”) with the City Clerk in accordance with the Act.

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

1. The above recitals are true and correct.
2. The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk the Engineer’s Report concerning the levy of assessments for the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, in accordance with Chapter 3, Section 22622 of the Act.
3. The proposed improvements within the District include, but are not limited to: irrigation systems including water mains, sprinklers, electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and lighting facilities hereafter to be constructed or planted in and for the benefit of parcels within the District. The assessment includes the cost of electricity, water, repairs, replacement, supervision, care, and other items necessary for the proper maintenance and operation thereof, and additions and improvements thereto which may hereafter be made. The Engineer’s Report describes the improvements and any substantial changes in existing improvements.
4. Assessments: The City Council hereby determines that to provide the improvements generally described in Section 3 of this resolution and to be detailed in the Engineer’s Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2026/2027 and said assessments shall be outlined and described in the Engineer’s Report

and imposed pursuant to the provisions of the Act and the California Constitution Article XIIIID.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

CITY OF MCFARLAND

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

ATTEST:

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

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

APPROVED AS TO FORM:

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



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 11.  
Section: CONSENT AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Approval of Resolution No. 2026-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE CINCO DE MAYO FESTIVAL, INCLUDING ASSOCIATED PLANS, LOGISTICS AND BUDGET

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#### **SUMMARY:**

The City of McFarland has historically supported community events that celebrate culture, promote community engagement, and encourage economic activity. The proposed Cinco de Mayo Festival is intended to bring residents together while recognizing cultural heritage through music, food, and recreational activities.

This year's event expands to include the McFarland USA run and adaptive run and live musical and dancing performances, carnival rides, Cinco de Mayo Parade & queen crowning, creating a broader family-friendly experience.

#### **FINANCIAL IMPACT:**

Estimated event costs include:

Event setup (dance floor, stage, sound, entertainment): \$15,000.00

Security and traffic control: \$20,569.20

Supplies, Equipment and Insurance: \$4,124.15

Funding sources may include:

City General Fund

Sponsorships and vendor fees

The event is expected to partially offset costs through revenues and provide indirect economic benefits to local businesses.

#### **RECOMMENDATION:**

Staff recommends that the City Council:

Approve the Cinco de Mayo Festival;

Authorize street closures and use of public facilities as outlined;

Approve associated expenditures and authorize City Manager, or designee to coordinate event logistics.

**ATTACHMENTS:**

1. CDM Fest 1
2. CDM Fest 2
3. CDM Fest 3
4. Cinco de mayo festival flyers
5. Final parade entry application 2

**RESOLUTION NO. 2026-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
APPROVING THE CINCO DE MAYO FESTIVAL, INCLUDING ASSOCIATED PLANS,  
LOGISTICS AND BUDGET**

**WHEREAS**, the City of McFarland has historically supported community events that celebrate cultural heritage, promote community engagement, and encourage local economic activity; and

**WHEREAS**, the proposed Cinco de Mayo Festival is intended to bring residents together while recognizing cultural traditions through music, food, and recreational activities; and

**WHEREAS**, this year's event expands to include a community 5K run/walk, parade, queen crowning and live music and dancing performances, creating a broader, family-friendly experience for residents and visitors; and

**WHEREAS**, the event will require temporary street closures and traffic control measures, with coordination among Police, Fire, and Public Works Departments to ensure public safety and maintain emergency access at all times; and

**WHEREAS**, the costs associated with the event include event setup, security, traffic control, and equipment, which may be offset through City budget allocations, sponsorships, and vendor fees; and

**WHEREAS**, the City Council approves the total estimated spend and authorizes the City Manager, or designee to facilitate the planning and facilitation of the event to include but not limited to all agreements, documents and permits; and

**WHEREAS**, the event will comply with all applicable local regulations, health permits, and insurance requirements,

**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 Cinco de Mayo Festival, including the McFarland USA Run & Adaptive Run, live performances, Parade and Carnival, to be held April 24-26, 2026 at Blanco Park.
2. The City Council authorizes temporary street closures and traffic control measures as necessary for the safe operation of the event, subject to coordination with appropriate City departments.
3. The City Council authorizes the requested budget approval as articulated in the staff report resulting in the total estimated spend of \$39,693.35.
4. The City Manager, or designee, is hereby authorized to execute all necessary permits, agreements, and documents, and to take all actions necessary to implement and administer the event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

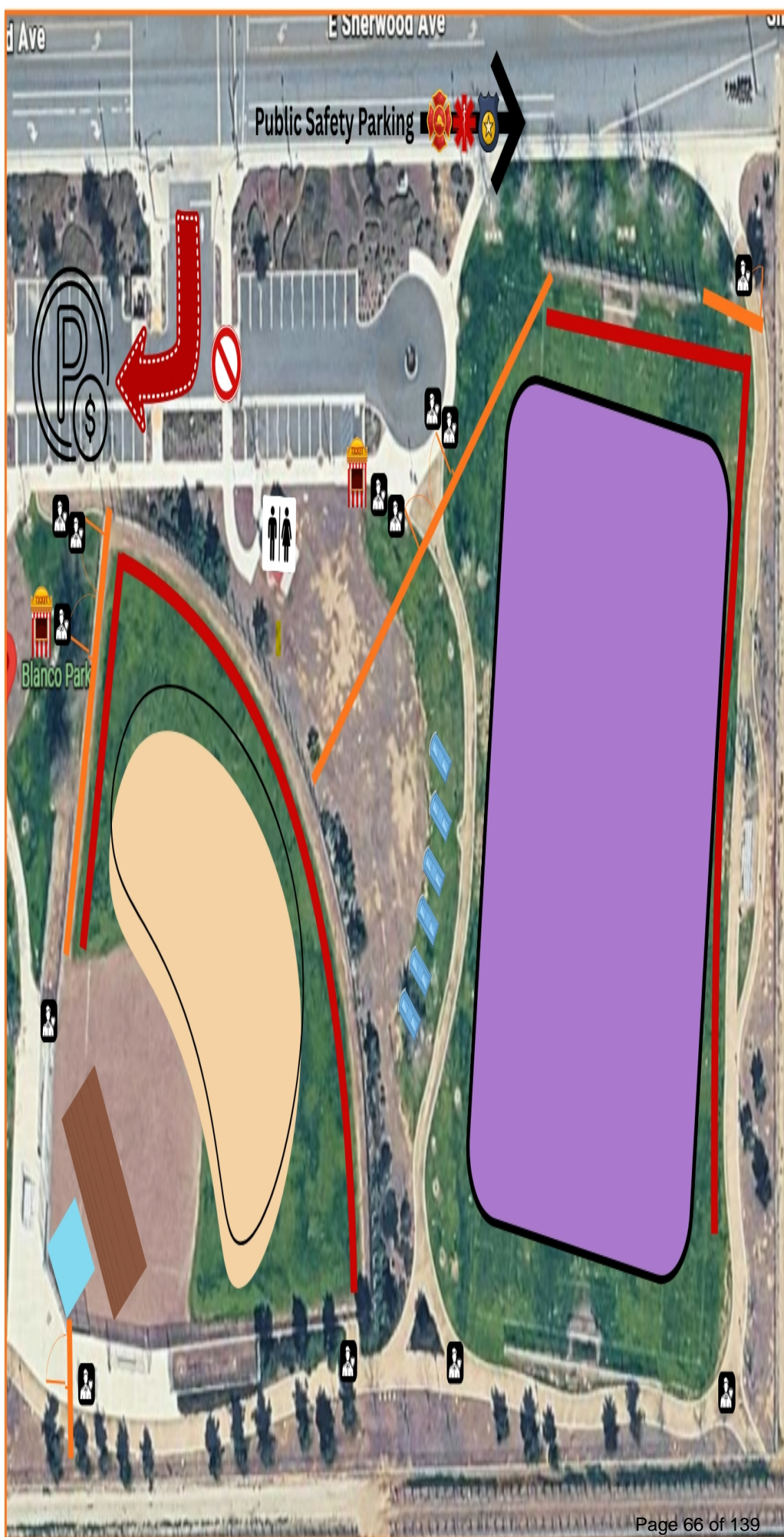
APPROVED AS TO FORM:

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Nathan Hodges, City Attorney

CITY OF MCFARLAND  
CINCO DE MAYO  
FESTIVAL

- Temporary Fence
- Gate Opening Required
- Emergency Buffer Zone
- Stage
- Dance Floor
- Emergency Parking
- Staff Restrooms
- Public Restroom
- Paid Parking
- Ticket Booths
- Security
- Carnival Rides & Food
- Vendors & Family Seating





**Perkins/Browning**



**Mt. Arbor/Sherwood**

 **Route**

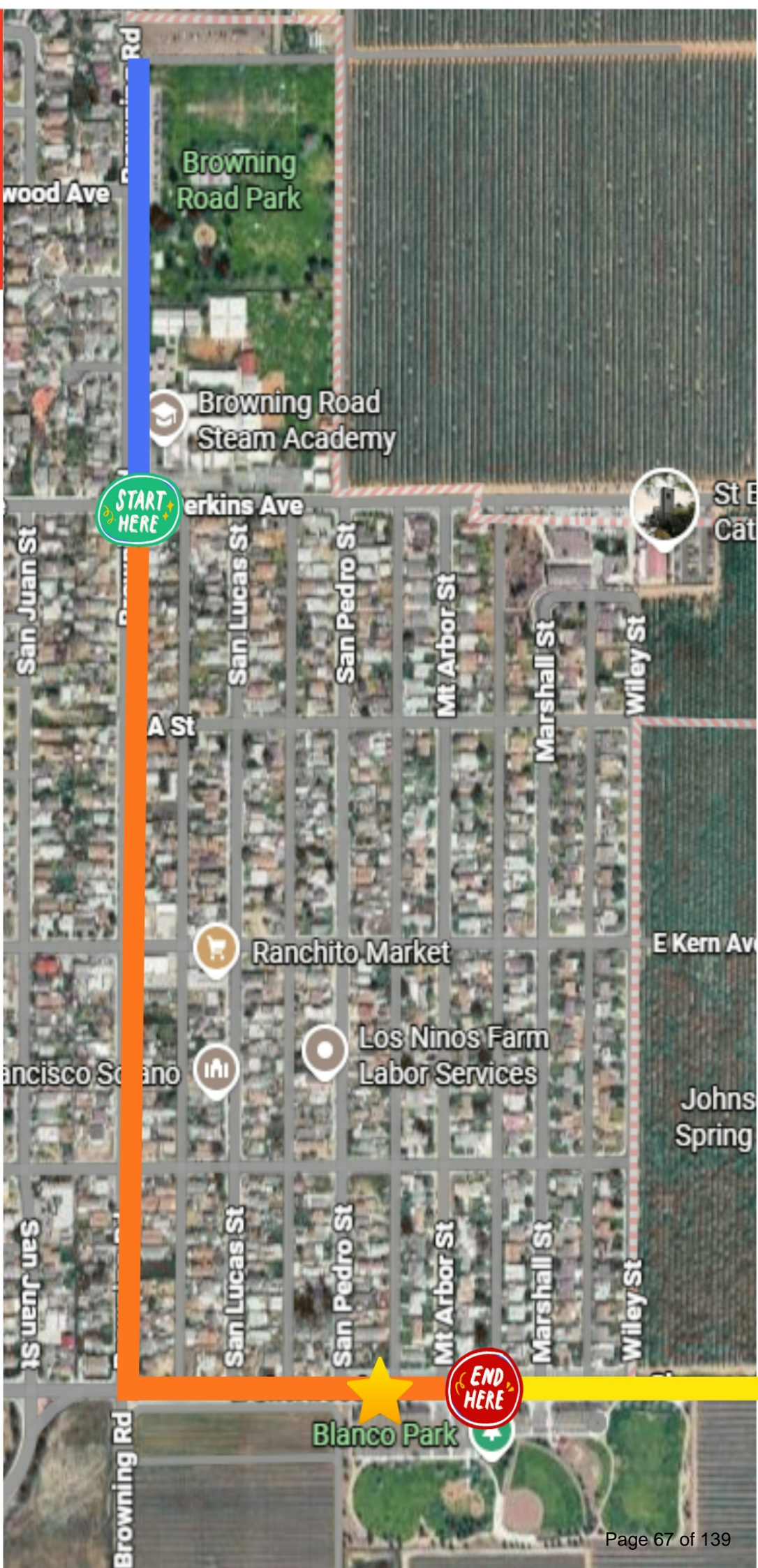
 **Decommission**

 **Staging**

 **Judging**

**Closures:**

- Browning Rd. Well site
- Browning Rd./ Glenwood Ave.
- Browning Rd./Maria Ct.
- Browning Rd./Isabel Ct.
- Browning Rd./E Perkins Ave.
- Browning Rd./ A St.
- Browning Rd./E Kern Ave.
- Browning Rd./B St.
- Browning Rd./E Sherwood
- E. Sherwood Ave./San Lucas St.
- E. Sherwood Ave./San Pedro St.





# McFarland 5k/10k Run

## Closures:

E. Sherwood Ave.

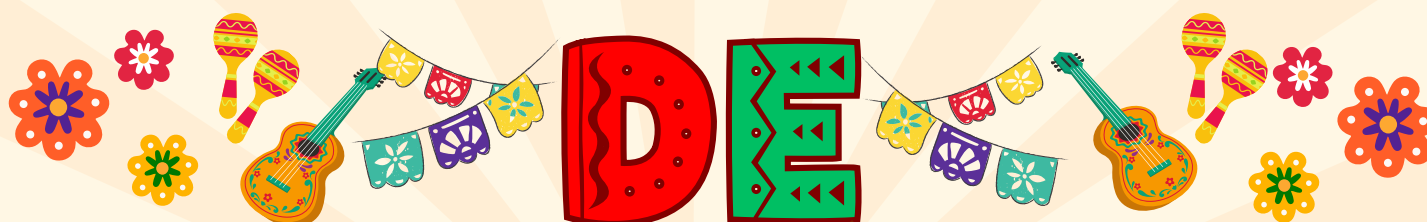
Sherwood Ave. Overpass





CITY OF MCFARLAND

CINCO



DE

MAYO

FESTIVAL

APRIL 24-26, 2026

SAVE THE DATE!

LIVE MUSIC-PARADE-CARNIVAL RIDES-LOCAL VENDORS-

CINCO DE MAYO QUEEN-MCFARLAND USA RUN

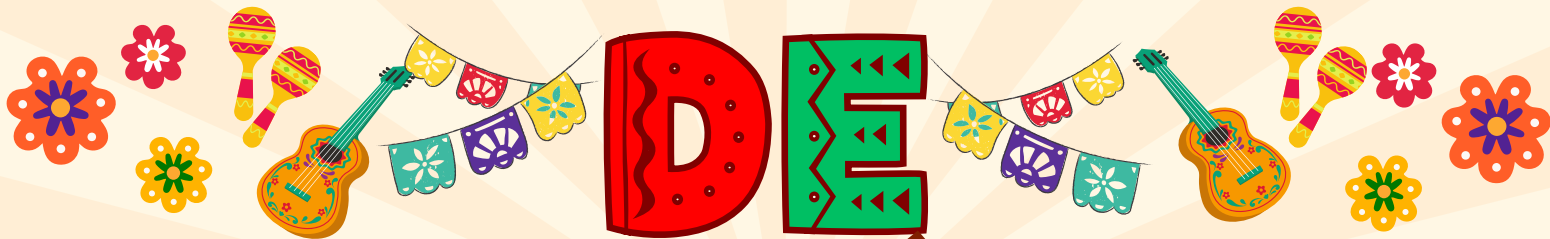
JIM WHITE "BLANCO" PARK, MCFARLAND CA

MCFARLANDCITY.ORG



CITY OF MCFARLAND

CINCO



DE

MAYO

FESTIVAL  
APRIL 24-26

**VENDOR OPPORTUNITIES AVAILABLE**



Scan the QR code or visit [mcfarlandcity.org](http://mcfarlandcity.org) to fill out a vendor application online. Completed applications can be sent to [communitydevdept@cityofmcfarland.ca.gov](mailto:communitydevdept@cityofmcfarland.ca.gov). Applications may also be picked up in person at City Hall. For more information, visit our website or contact City Hall at (661) 792-3091.

# CITY OF MCFARLAND

# CINCO DE MAYO

## FESTIVAL PARADE APPLICATION

Parade Date: Sunday, April 26th

Parade Start Time: 2:00 p.m.

Staging: 12:00-1:00 p.m.

**RAIN OR SHINE THE PARADE MUST GO ON!**

Entries accepted into the Parade must attend the mandatory meeting to pick up their packet. Entries who do not send a representative are subject to forfeiting their placement.

### **CINCO DE MAYO FESTIVAL PARADE ENTRY APPLICATION**

**COMPLETE ALL INFORMATION – TYPE OR PRINT LEGIBLY.** Attach additional pages if needed.

**INSTRUCTIONS:** Read all rules and regulations and then complete Sections 1-3 of this application. Retain a copy for your records.

\_\_\_\_\_  
Please deliver/mail your completed application, and evidence of insurance to:  
City of McFarland Attention: Community Development  
401 W. Kern Avenue, McFarland, CA 93250  
Or via email to:  
[communitydevdept@cityofmcfarland.ca.gov](mailto:communitydevdept@cityofmcfarland.ca.gov)

### **SECTION 1: CONTACT INFORMATION** PERSON RESPONSIBLE FOR THE ENTRY

Organization/Business: \_\_\_\_\_

Non-Profit: No  Yes  If yes, enter tax ID Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION2: PARADE ENTRY** ALL PARADE ENTRIES MUST SELECT A CATEGORY - MARK THE APPROPRIATE BOX

MARK EACH CATEGORY FOR MULTIPLE ENTRIES (VEHICLE & MARCHING OR FLOAT & MARCHING, ETC.)

NOTE: ALL FLOATS WILL BE JUDGED. JUDGING BEGINS PROMPTLY AT 1:00P.M., ENTRY AND FLOAT REPRESENTATIVE MUST BE STATIONED IN ASSIGNED SPOT AT THS TIME TO QUALIFY. LATE FLOATS WILL NOT BE JUDGED.

Type of Entry (check one):

- Float       Marching Group       Vehicle       Walking Unit  
 Band       Other: \_\_\_\_\_

Description of Entry (for announcer's script):

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Float: Please fully describe your float, type of vehicle, dimensions and any special features (height Measurement is from the street to the highest point). Also, describe your organization (who you are, awards/recognitions, how long in business/service, etc.). Additional page(s) may be added.

**FLOAT ENTRY DRAWING**  
(STICK DRAWING IS ACCEPTABLE)

**TRUCK AND TRAILER:**



Walking/Marching Group: No stopped performances, unless approved by the parade committee. Describe number of marchers, chaperones, and any vehicle, which are a part of the group.

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Total Number of Participants: \_\_\_\_\_ Number of Vehicles: \_\_\_\_\_  
Approximate Length of Entry: \_\_\_\_\_ feet

Special Requirements: (Please list any special setup needs, animals, music)

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**SECTION 3: STATEMENT OF COMPLIANCE** Organization/Business Name:

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I acknowledge and understand participants are asked to remember that the purpose of the parade is to provide enjoyment and fun for the members of the community. All items for sale shall be appropriate for children under the age of 18. The McFarland Cinco De Mayo Parade Committee reserves the right to approve or deny entry to the parade if the nature of the float is not family friendly or any other rules are not adhered to. Groups will be promptly removed from the route if the rules are not adhered to maintain public safety. Retain parade rules and instructions and read carefully as this will be a helpful guideline in making your day and appearance go smoothly.

On behalf of the above-mentioned organization, I hereby waive and refuse any and all rights and claims for damages against the City of McFarland, the McFarland Cinco De Mayo Festival Committee, and/or sponsors, agents, officers or members. I also agree to abide by all the guidelines and regulations as outlined by the committee and understand that this information is being obtained for the purpose of registration. The applicant hereby consents to public access being provided to this information request. Additionally, the undersigned voluntarily consents to use of participant's photograph, name, image and likeness (recordings), and waives and releases the City of McFarland, the McFarland Cinco De Mayo Festival Committee from any and all claims, causes, damages, liabilities and/or actions arising there from and/or relating thereto, whatsoever, provided said use shall be for non-commercial purposes in connection with advertising, administrative, programmatic and promotional activities and materials. In connection therewith, participant grants a royalty-free, irrevocable permission to use, reproduce, publish, broadcast and distribute the recordings.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Organization: \_\_\_\_\_

## **PARADE RULES & REGULATIONS**

To ensure a safe and enjoyable event for everyone, all participants must agree to the following rules:

1. Check-In & Line-Up:

Participants must check in at the designated staging area by 1:00pm.  
Late arrivals may forfeit participation.

2. Safety:

- o All vehicles must be driven by licensed, insured drivers.
- o No one may get on or off a moving float or vehicle.
- o Children must be supervised at all times.

3. Decorations:

- o All entries must be specific to the group, Cinco de Mayo theme.
- o Use fire-retardant materials when possible.
- o Must be family friendly in nature.

4. Conduct:

- o No throwing candy or any items at or to spectators; candy may be handed out by walkers alongside the route.
- o No political campaigning or offensive content is permitted.
- o Music should be family-friendly and kept at a reasonable volume.

5. Liability:

- o The sponsoring organization and city are not responsible for accidents, injuries, or damages.
- o Participants agree to hold harmless the City of McFarland, and all associated sponsors.

### Agreement & Signature

I have read and agree to abide by the parade rules and regulations above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Organization: \_\_\_\_\_



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 12.  
Section: CONSENT AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Approval of Resolution No. 2026-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(b)(1) THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON PERKINS AVENUE IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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#### **SUMMARY:**

The City owns the property located on Perkins Avenue (adjacent to Perkins Bridge and 2<sup>nd</sup> Street), which was a public right of way/roadway prior to the construction of the Perkins bridge. Over time, the property has never been properly utilized.

Staff has evaluated current and future operational needs and determined that the property is no longer required for public use.

#### **ENVIRONMENTAL REVIEW (CEQA)**

The proposed action is exempt from CEQA under Section 15312 (Surplus Government Property Sales), as it involves the transfer of ownership of land with no identified development at this time. Any future development will be subject to separate environmental review.

#### **DISCUSSION**

Declaring the property as surplus allows the City to:

- Eliminate maintenance and liability costs
- Generate potential revenue through sale or lease
- Facilitate redevelopment consistent with City goals

#### **NEXT STEPS**

Upon declaration of surplus, staff will:

- Coordinate with the California Department of Housing and Community Development (HCD)
- Conduct negotiations
- Return to City Council with a proposed disposition agreement

#### **EXEMPT SURPLUS LAND DETERMINATION**

Pursuant to the California Surplus Land Act (Government Code §54221(f)), the subject

property qualifies for an exemption from the definition of “surplus land” based on the following:

Limited Development Potential (Gov. Code §54221(f)(1)(B))

The property is of insufficient size or configuration to support development of 10 or more residential units, and therefore qualifies as exempt surplus land.

Right-of-Way / Easement (Gov. Code §54221(f)(1)(C))

The property consists of a right-of-way or easement that is not suitable for development of housing.

Based on the criteria above, staff has determined that the property located on Perkins Avenue (adjacent to Perkins Bridge and 2<sup>nd</sup> Street) qualifies as exempt surplus land under the Surplus Land Act. Accordingly, the City is not required to follow the Notice of Availability (NOA) procedures outlined in Government Code §54222. Staff will submit the required documentation to the California Department of Housing and Community Development (HCD) for review and concurrence with the exemption determination.

**FINANCIAL IMPACT:**

The declaration of surplus land has no immediate fiscal impact. Future sale or lease of the property may generate revenue for the City. In the interim, the City may realize minor savings from reduced maintenance and operational costs.

**RECOMMENDATION:**

Staff recommends Council declare the City-owned property located on Perkins Avenue (adjacent to Perkins Bridge and 2<sup>nd</sup> Street), as surplus land; and

Authorize staff to initiate the disposition process in accordance with the California Surplus Land Act (Gov. Code §54220) and City policies.

**ATTACHMENTS:**

1. Perkins Avenue (adjacent to Perkins Bridge and 2nd Street)
2. EXCLUSIVE NEGOTIATING AGREEMENT- REDACTED

**RESOLUTION NO. 2026-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(B)(1) THAT  
CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON PERKINS AVENUE IS  
EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(F)(1)(B)  
AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT  
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City of McFarland ("City") is the owner in fee simple of that certain real property in the City located at on Perkins Avenue (adjacent to Perkins Bridge and 2<sup>nd</sup> Street) ("Property"), which Property is shown on the map attached hereto as Exhibit "A," and made a part of hereof; and

**WHEREAS**, pursuant to Section 54221(b)(1) of the Surplus Land Act (Government Code Sections 54220-54233) ("Act"), surplus land is land owned in fee simple by a local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus land and not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land" before the local agency may take any action to dispose of it consistent with the agency's policies or procedures; and

**WHEREAS**, pursuant to Government Code Section 54221(c)(1), except as provided in paragraph (c)(2), "agency's use" land shall include, but not be limited to, land that is being used, or is planned to be used pursuant to a written plan adopted by the local agency's governing board for, agency work or operations; and

**WHEREAS**, City staff have evaluated the potential of the Property for use by the City for a public purpose and have determined that the Property is not suitable for the City's work or operations within the meaning of the Act; and

**WHEREAS**, Government Code Section 54221(f)(1)(B) defines "exempt surplus land" to mean surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

**WHEREAS**, City staff have recommended that (i) the City Council declare that the Property is exempt surplus land pursuant to Government Code Section 542321(f)(1)(B) and not necessary for ‘agency’s use’ within the meaning of the Act; and (ii) the City enter into an exclusive negotiating agreement, substantially in the form attached hereto as Exhibit “B” (“ENA”), with Terra Prima for the purpose of negotiating on an exclusive basis to establish the terms and conditions of an agreement that would result in the sale of the Property by the City pursuant to Government Code Section 37364 for the development on the Property of a drive through food establishment; and

**WHEREAS**, the staff report accompanying this Resolution provides supporting information upon which the declaration and findings set forth in this Resolution are based,

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council hereby declares pursuant to Government Code Sections 54221(b) and 54221(f)(1)(B) that the Property is exempt surplus land and not necessary for ‘agency’s use’ within the meaning of the Act, because the Property is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.
3. Staff is hereby authorized and directed to provide a copy of this Resolution to the Department of Housing and Community Development (“HCD”) in the manner required by HCD.
4. The staff and officers of the City are hereby authorized, jointly and severally, to take such actions as they deem necessary or proper to effectuate the purposes of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

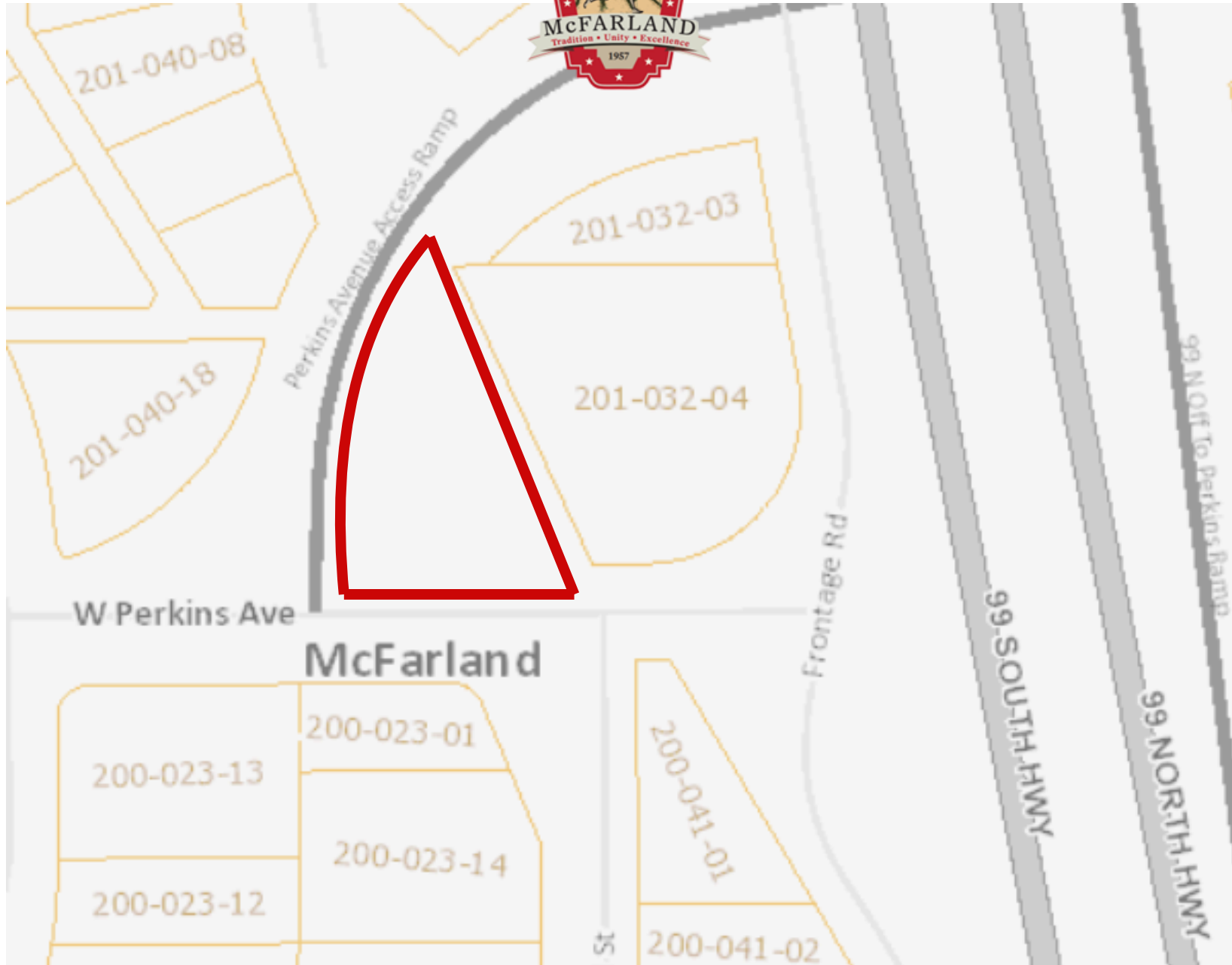
ATTEST:

\_\_\_\_\_  
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



Perkins Avenue  
(adjacent to Perkins Bridge and 2<sup>nd</sup> Street)

**EXCLUSIVE NEGOTIATING AGREEMENT**

THIS EXCLUSIVE NEGOTIATING AGREEMENT (“ENA”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between the CITY OF MCFARLAND, a California municipal corporation (“City”), and Terra Prima Ventures, LLC, a California limited liability company (“Developer”), on the terms and provisions set forth below. The City and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

**RECITALS**

- A.** The City is the owner of the following properties:
  - a.** APN 201-604-03 (“Taylor Well Site”)
  - b.** APN 200-180-09 (“Harlow Site”)
  - c.** APN 201-083-23 (“Richards Well Site”)
  - d.** APN 201-140-24 and 201-140-23 (Mt. Arbor Well Site)
  - e.** APN [REDACTED] (“Frontage Site”) and
  - f.** APN [REDACTED] (Perkins Site”)

Each of the above listed sites shall collectively be referred to herein as “Sites” and individually as “Site.”

An accurate legal description of the Sites is attached hereto and incorporated herein as Exhibit “A.”

- B.** The City issues a Notice of Government Surplus Property involving the Sites as follows:
  - a.** \_\_\_\_\_: Taylor Well Site
  - b.** \_\_\_\_\_: Harlow Site
  - c.** \_\_\_\_\_: Richards Well Site
  - d.** \_\_\_\_\_: Mt. Arbor Well Site
  - e.** \_\_\_\_\_: Frontage Site
  - f.** \_\_\_\_\_: Perkins Site

**C.** City and Developer desire that Developer design, construct and operate the proposed projects: (1) multi-family residential development on the Taylor Well Site, Harlow Site, Richards Well Site, and Mt. Arbor Well Site and (2) commercial development on the Frontage Site, and Perkins Site (“the Project”).

**D.** Developer intends to incur significant costs analyzing the Property and designing the proposed Project, and City intends to incur significant costs in negotiating and preparing one or more of a purchase and sale agreement, or other agreement(s) effecting conveyance of ownership for the Sites (each and collectively, a “Conveyance Instrument”). Developer and City have mutually agreed to negotiate on an exclusive basis to establish the terms and conditions of the Conveyance Instrument.

**E.** The purpose of this Agreement is: (i) to establish a framework for potential acquisition of the Sites and negotiation of a purchase agreement with the Developer; (ii) to evaluate the

need for various environmental studies and regulatory approvals; (iii) to give a level of assurance that the City will negotiate exclusively with Developer for a certain period of time; (iv) to allow the parties to conceive and give substance and detail to the proposed projects for the Sites; and (v) negotiation of a Conveyance Instrument. Developer proposed multi-family residential development on the Taylor Well Site, Harlow Site, Richards Well Site, and Mt. Arbor Well Site and has proposed commercial development on the Frontage Site, and Perkins Site.

F. The City Council authorized the execution of this Agreement at a regular meeting on \_\_\_\_\_, 2026 (“Effective Date”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Developer agree as follows:

**1. Exclusive Negotiating Period.**

a. **Exclusive Negotiating Period.** The Parties agree to diligently negotiate in good faith for a period of 120 days (the “Negotiating Period”) commencing on the Effective Date, for the purpose of, within no later than ninety (120) days hereof, (i) negotiating a Conveyance Instrument for the Sites with the City, and (ii) investigating the required steps for CEQA compliance including determining the scope of approvals and studies that will be required.

The initial one hundred twenty (120) days of the Negotiating Period shall be referred to herein as the “Initial Negotiation Period.” Upon expiration of the Initial Negotiation Period, the Parties will meet to amend this Agreement to (a) determine additional Project Milestones required to reach execution of a Conveyance Instrument prior to expiration of the Negotiating Period, (b) determine each party's financial responsibility and contribution toward costs incurred prior to execution of a Conveyance Instrument, and (c) such other matters as the Parties may mutually agree.

During the Negotiating Period (including extensions in accordance with this Agreement), the City shall not negotiate with any entity, other than Developer, regarding the sale, disposition, or development of the Sites, or solicit or entertain bids or proposals to do so.

b. **Extensions.** The Negotiating Period may be extended by written agreement of the Parties, in which the City Manager shall have the authority and discretion, but no obligation, to execute on behalf of the City up to two extensions of 60 days each. Further extensions may be approved by the City Council. If a proposed Conveyance Instrument between the Parties is scheduled for consideration at a public hearing, the Negotiating Period shall be automatically extended for up to 30 days, if needed, to provide for consideration and action by the City Council.

- c. Effect of this Agreement.** Under this Agreement, the Parties merely enter a period of exclusive negotiations. This Agreement is not intended to bind the City or Developer: (i) to acquire any property; (ii) to approve or commit to any project; or (iii) to enter into any further agreement or contract. The City reserves its general land use police powers and its discretion to make future decisions related to the Sites.
  - d. Termination.** This Agreement may be superseded by an amended ENA (as described in Section 1 (a) above), or a Conveyance Instrument approved by the Parties. If the Parties have not approved such an agreement upon the expiration of the Negotiating Period (as the Negotiating Period may be extended), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement.
  - e. Cure of Default.** A Party may terminate this Agreement upon the failure of the other Party to negotiate in good faith, and the failure of the other Party to cure after receipt of notice of such failure from the non-defaulting Party and continuance of such failure after fifteen (15) days opportunity to cure. No Party shall have a right to specific performance of this Agreement. In the event of an uncured default by a Party, the sole remedy of the non-defaulting Party shall be to terminate this Agreement.
- 2. Environmental Requirements.** State and local environmental regulations (including, without limitation, the California Environmental Quality Act) may be applicable to the proposed development of the Sites. The Parties agree to cooperate to investigate and gather information relevant to the Site and the environmental impact of its proposed development. Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for Developer. During the ENA Period, the City shall deliver to Developer complete copies of any and all material non-privileged reports and other material non-privileged documents pertaining to the Site which are in City's possession, at no cost to Developer other than the actual cost (if any) of duplicating such documents.
- 3. Costs and Expenses.** All fees and expenses of engineers, architects, financial consultants, legal, planning and other consultants or contractors, retained by Developer for any evaluation, appraisal, planning or design relating to the Site or negotiation of a future agreement that may be undertaken by Developer during the Initial Negotiation Period, pursuant to or in reliance upon this Agreement or in Developer's discretion, regarding any matter relating to the subject matter of this Agreement, shall be at the sole cost and expense of Developer. No such activity shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon City.
- 4. Appraisal.** Developer shall have up to ninety (90) days from the execution of this Agreement (the "Due Diligence Period") to approve, in its sole discretion, the feasibility

of acquiring, entitling and developing the Site as contemplated in the proposed Project plan by: (i) reviewing the exceptions, legal descriptions and other matters contained in the preliminary title report prepared by Title Company; (ii) conducting or reviewing such surveys, investigations, studies and inspections and making or reviewing such geologic, environmental and soils tests and other studies of the Property (as set forth in Attachment No. 2); and (iii) reviewing all other applicable due diligence materials respecting the Site.

Unless Developer delivers written notice to the City approving the Conveyance Instrument form and the feasibility of acquiring, entitling and developing the Property with the proposed Project (the "Due Diligence Approval") on or before the expiration of the Due Diligence Period, then the City may terminate the ENA in its sole and absolute discretion by written notice to the Developer, and neither party shall have any further rights or obligations under this ENA.

5. **Access to Site.** During the term of this ENA, City shall provide Developer reasonable access to all portions of the Sites for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Site.
6. **Deposit.** No later than five (5) days after the Effective Date of the ENA, Developer shall make a deposit in the form of a cash deposit, cashier's check or other form of security reasonably acceptable to City in the amount of One Thousand Dollars (\$1,000.00) ("Good Faith Deposit"). The Good Faith Deposit shall be deposited in an escrow account with to be determined by Developer, and, if Developer elects an interest-bearing account, with interest accruing for Developer's benefit. Upon Developer's delivery of Due Diligence Approval, the Good Faith Deposit (i) shall be nonrefundable, except as otherwise expressly provided in Conveyance Instrument or as provided in the following paragraph, (ii) shall be released to the City no later than five (5) days after the expiration of the Due Diligence Period and (iii) shall be applicable to the Purchase Price.

The Good Faith Deposit shall be refunded to Developer in the event of City default or if City does not approve and execute the Conveyance Instrument or the failure for whatever reason of the City to gain approval of the Conveyance Instrument.

7. **Conveyance Instrument.** The Developer and the City understand and agree that neither Party is under any obligation whatsoever to enter into a Conveyance Instrument, and that notwithstanding its approval of this ENA, the City shall have the right to disapprove any proposed Conveyance Instrument in its sole and absolute discretion, and in that regard, Developer hereby expressly agrees that the City shall not be bound by any implied covenant of good faith and fair dealing in connection with such approval or disapproval of any proposed Conveyance Instrument. In the event of the expiration or earlier termination of this ENA, the City shall be free to negotiate with any persons or entities with respect to the Property. No consents, approvals, comments or discussions by staff shall diminish, affect or waive: (i) rights of the City to later impose conditions and requirements under

CEQA; (ii) the right of the City not to approve the Conveyance Instrument; or (iii) the City's other governmental rights, powers and obligations.

- 8. Assignment.** City is entering into this Agreement on the basis of the particular experience, financial capacity, skills and capabilities of Developer. This Agreement is personal to Developer and is not assignable without the prior written consent of City, which may be given, withheld or conditioned in City's sole and absolute discretion.
- 9. Developer 's Indemnification of City.** Developer shall indemnify, defend and hold harmless City, and the elected and appointed officials, officers, agents and employees of City (individually or collectively, an "Indemnified Party") against any and all losses arising out of any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, arising through Developer, Developer's contractors or employees and brought or asserted against any Indemnified Party that relates to or arises out of: (i) property damage or bodily injury or death of any person in connection with this Agreement; (ii) entry upon the Site by Developer, its contractors or employees; (iii) any inspection of the Site by Developer, its contractors or employees; or (iv) the preparation of any report or plans commissioned by Developer; provided, however, that no Indemnified Party shall be entitled to indemnification under this Section for any matter caused by such Indemnified Party's gross negligence or willful misconduct or for any matter arising from the discovery of any pre-existing condition upon the Site. In the event any action or proceeding is brought against an Indemnified Party by reason of a claim arising out of any loss for which Developer is obligated to indemnify, defend or hold harmless the Indemnified Party, and upon written notice from such Indemnified Party, Developer shall, at Developer's sole expense, answer and otherwise defend such action or proceeding. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10. Notices.** Notices required hereunder shall be in writing and sent to the following addresses, or such other address as a Party may designate by written notice, and shall be deemed effective when: (i) personally delivered; (ii) deposited in the U.S. Mail with postage prepaid, registered or certified and return receipt required; or (iii) sent by reputable overnight carrier that provides proof of delivery.

**City:**

City of McFarland  
Attn: City Manager, Executive Director  
401 W Kern Ave  
McFarland, CA 93250

**Developer:**

Terra Prima Ventures, LLC  
Attn: Joseph Hess, Manager



**11. Miscellaneous Provisions.**

- a. California Public Records Act.** City agrees, to the maximum extent permitted by the California Public Records Act (Government Code Section 6253 *et seq.*), the city Records Retention Schedule, Government Code Section 34090, or other applicable local, state or federal disclosure laws (collectively, "Public Disclosure Laws"), to keep confidential all proprietary financial and other information submitted by Developer to City in connection with Developer's satisfaction of its obligations under this Agreement and any Conveyance Instrument (collectively, "Confidential Information"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder, and may disclose such information in response to a request for public records under the Public Disclosure Laws, as provided below.

Developer acknowledges that City has not made any representations or warranties that any Confidential Information City receives from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, City shall, within five (5) business days of delivery of the request, notify Developer in writing of City's intention to release some, none or all of the Confidential Information so that Developer has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure, provided that City shall not be liable for any damages, attorneys' fees and costs for any alleged failure to provide said notice. If the City determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or not disclose such exempt information.

- b. Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.
- c. Exhibits and Recitals.** All Exhibits and Recitals included herewith are incorporated into this Agreement by reference as if fully set forth herein.
- d. Modification.** This Agreement may be amended or modified only by a written instrument signed by both Parties.
- e. Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.
- f. No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person shall have any right of action based upon any provision of this Agreement.

- g. Headings.** The headings included in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.
- h. Waiver.** The failure of a Party to enforce any right hereunder will not constitute a waiver of any right or damages. No waiver, benefit, privilege, or service voluntarily given or performed will establish any contractual right by custom, estoppel, or otherwise.
- i. Time.** The Parties agree that time is of the essence with respect to performance of all obligations under this Agreement.
- j. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the Site, and supersedes all prior negotiations, understandings or agreements as to the subject matter herein.
- k. Execution.** This Agreement may be executed in counterparts, which together shall compose a single instrument. A Party's signature transmitted by facsimile or electronic mail shall be valid and effective.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first appearing above.

Date: \_\_\_\_\_

CITY OF MCFARLAND

By: \_\_\_\_\_  
Diego Viramontes,  
City Manager

Date: \_\_\_\_\_

TERRA PRIMA VENTURES, LLC

By: \_\_\_\_\_  
Joseph Hess  
Manager

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 13.  
Section: CONSENT AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and council,

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

**SUBJECT:** Approval of Resolution No. 2026-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(b)(1) THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON FRONTAGE ROAD IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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#### **SUMMARY:**

The City owns the property located on Frontage Road (Adjacent to Frontage Road, HWY 99 and Perkins Ave.), which was a public right of way/roadway. Over time, the property has been properly underutilized.

Staff has evaluated current and future operational needs and determined that the property is no longer required for public use.

#### ENVIRONMENTAL REVIEW (CEQA)

The proposed action is exempt from CEQA under Section 15312 (Surplus Government Property Sales), as it involves the transfer of ownership of land with no identified development at this time. Any future development will be subject to separate environmental review.

#### DISCUSSION

Declaring the property as surplus allows the City to:

- Eliminate maintenance and liability costs
- Generate potential revenue through sale or lease
- Facilitate redevelopment consistent with City goals

#### NEXT STEPS

Upon declaration of surplus, staff will:

- Coordinate with the California Department of Housing and Community Development (HCD)
- Conduct negotiations
- Return to City Council with a proposed disposition agreement

#### EXEMPT SURPLUS LAND DETERMINATION

Pursuant to the California Surplus Land Act (Government Code §54221(f)), the subject

property qualifies for an exemption from the definition of “surplus land” based on the following:

Limited Development Potential (Gov. Code §54221(f)(1)(B))

The property is of insufficient size or configuration to support development of 10 or more residential units, and therefore qualifies as exempt surplus land.

Right-of-Way / Easement (Gov. Code §54221(f)(1)(C))

The property consists of a right-of-way or easement that is not suitable for development of housing.

Based on the criteria above, staff has determined that the property located on Frontage Road (Adjacent to Frontage Road, HWY 99 and Perkins Ave.) qualifies as exempt surplus land under the Surplus Land Act. Accordingly, the City is not required to follow the Notice of Availability (NOA) procedures outlined in Government Code §54222. Staff will submit the required documentation to the California Department of Housing and Community Development (HCD) for review and concurrence with the exemption determination.

**FINANCIAL IMPACT:**

The declaration of surplus land has no immediate fiscal impact. Future sale or lease of the property may generate revenue for the City. In the interim, the City may realize minor savings from reduced maintenance and operational costs.

**RECOMMENDATION:**

Staff recommends Council declare the City-owned property located on Frontage Road (Adjacent to Frontage Road, HWY 99 and Perkins Ave.), as surplus land; and

Authorize staff to initiate the disposition process in accordance with the California Surplus Land Act (Gov. Code §54220) and City policies.

**ATTACHMENTS:**

1. Frontage Rd.
2. EXCLUSIVE NEGOTIATING AGREEMENT (2) - REDACTED

**RESOLUTION NO. 2026-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221(B)(1) THAT  
CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON FRONTAGE ROAD IS  
EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(F)(1)(B)  
AND NOT NECESSARY FOR THE CITY'S USE, AND FINDING THE ACTION EXEMPT  
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City of McFarland ("City") is the owner in fee simple of that certain real property in the City located on Frontage Road (Adjacent to Frontage Road, HWY 99 and Perkins Ave.), ("Property"), which Property is shown on the map attached hereto as Exhibit "A," and made a part of hereof; and

**WHEREAS**, pursuant to Section 54221(b)(1) of the Surplus Land Act (Government Code Sections 54220-54233) ("Act"), surplus land is land owned in fee simple by a local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus land and not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land" before the local agency may take any action to dispose of it consistent with the agency's policies or procedures; and

**WHEREAS**, pursuant to Government Code Section 54221(c)(1), except as provided in paragraph (c)(2), "agency's use" land shall include, but not be limited to, land that is being used, or is planned to be used pursuant to a written plan adopted by the local agency's governing board for, agency work or operations; and

**WHEREAS**, City staff have evaluated the potential of the Property for use by the City for a public purpose and have determined that the Property is not suitable for the City's work or operations within the meaning of the Act; and

**WHEREAS**, Government Code Section 54221(f)(1)(B) defines "exempt surplus land" to mean surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

**WHEREAS**, Terra Prima Ventures, LLC, ("Terra Prima") has expressed an interest in purchasing the Property for the purpose of developing a drive through food establishment on the Property; and

**WHEREAS**, City staff have recommended that (i) the City Council declare that the Property is exempt surplus land pursuant to Government Code Section 542321(f)(1)(B) and not necessary for ‘agency’s use’ within the meaning of the Act; and (ii) the City enter into an exclusive negotiating agreement, substantially in the form attached hereto as Exhibit “B” (“ENA”), with Terra Prima for the purpose of negotiating on an exclusive basis to establish the terms and conditions of an agreement that would result in the sale of the Property by the City pursuant to Government Code Section 37364 for the development on the Property of a drive through food establishment; and

**WHEREAS**, the staff report accompanying this Resolution provides supporting information upon which the declaration and findings set forth in this Resolution are based,

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council hereby declares pursuant to Government Code Sections 54221(b) and 54221(f)(1)(B) that the Property is exempt surplus land and not necessary for ‘agency’s use’ within the meaning of the Act, because the property is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.
3. The ENA attached hereto as Exhibit “B” is hereby approved. The City Manager is hereby authorized to execute and deliver, for and in the name of the City, the ENA substantially in the form attached as Exhibit “B”.
4. Staff is hereby authorized and directed to provide a copy of this Resolution to the Department of Housing and Community Development (“HCD”) in the manner required by HCD.
5. The staff and officers of the City are hereby authorized, jointly and severally, to take such actions as they deem necessary or proper to effectuate the purposes of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

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

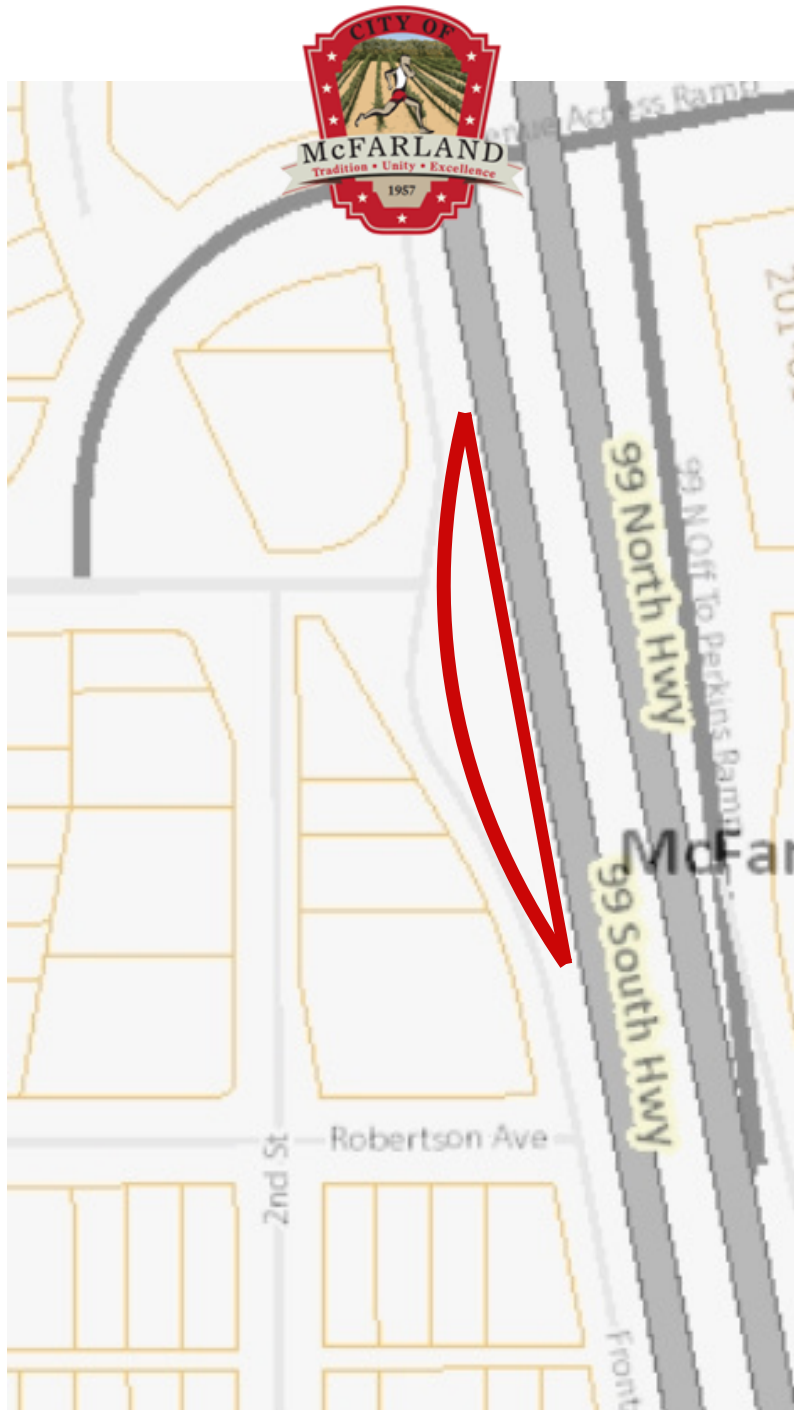
ATTEST:

\_\_\_\_\_  
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



Frontage Road

(Adjacent to Frontage Road, HWY 99 and Perkins Ave.)

**EXCLUSIVE NEGOTIATING AGREEMENT**

THIS EXCLUSIVE NEGOTIATING AGREEMENT (“ENA”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between the CITY OF MCFARLAND, a California municipal corporation (“City”), and Terra Prima Ventures, LLC, a California limited liability company (“Developer”), on the terms and provisions set forth below. The City and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

**RECITALS**

- A.** The City is the owner of the following properties:
  - a.** APN 201-604-03 (“Taylor Well Site”)
  - b.** APN 200-180-09 (“Harlow Site”)
  - c.** APN 201-083-23 (“Richards Well Site”)
  - d.** APN 201-140-24 and 201-140-23 (Mt. Arbor Well Site)
  - e.** APN [REDACTED] (“Frontage Site”) and
  - f.** APN [REDACTED] (Perkins Site”)

Each of the above listed sites shall collectively be referred to herein as “Sites” and individually as “Site.”

An accurate legal description of the Sites is attached hereto and incorporated herein as Exhibit “A.”

- B.** The City issues a Notice of Government Surplus Property involving the Sites as follows:
  - a.** \_\_\_\_\_: Taylor Well Site
  - b.** \_\_\_\_\_: Harlow Site
  - c.** \_\_\_\_\_: Richards Well Site
  - d.** \_\_\_\_\_: Mt. Arbor Well Site
  - e.** \_\_\_\_\_: Frontage Site
  - f.** \_\_\_\_\_: Perkins Site

**C.** City and Developer desire that Developer design, construct and operate the proposed projects: (1) multi-family residential development on the Taylor Well Site, Harlow Site, Richards Well Site, and Mt. Arbor Well Site and (2) commercial development on the Frontage Site, and Perkins Site (“the Project”).

**D.** Developer intends to incur significant costs analyzing the Property and designing the proposed Project, and City intends to incur significant costs in negotiating and preparing one or more of a purchase and sale agreement, or other agreement(s) effecting conveyance of ownership for the Sites (each and collectively, a “Conveyance Instrument”). Developer and City have mutually agreed to negotiate on an exclusive basis to establish the terms and conditions of the Conveyance Instrument.

**E.** The purpose of this Agreement is: (i) to establish a framework for potential acquisition of the Sites and negotiation of a purchase agreement with the Developer; (ii) to evaluate the

need for various environmental studies and regulatory approvals; (iii) to give a level of assurance that the City will negotiate exclusively with Developer for a certain period of time; (iv) to allow the parties to conceive and give substance and detail to the proposed projects for the Sites; and (v) negotiation of a Conveyance Instrument. Developer proposed multi-family residential development on the Taylor Well Site, Harlow Site, Richards Well Site, and Mt. Arbor Well Site and has proposed commercial development on the Frontage Site, and Perkins Site.

- F. The City Council authorized the execution of this Agreement at a regular meeting on \_\_\_\_\_, 2026 (“Effective Date”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Developer agree as follows:

**1. Exclusive Negotiating Period.**

- a. **Exclusive Negotiating Period.** The Parties agree to diligently negotiate in good faith for a period of 120 days (the “Negotiating Period”) commencing on the Effective Date, for the purpose of, within no later than ninety (120) days hereof, (i) negotiating a Conveyance Instrument for the Sites with the City, and (ii) investigating the required steps for CEQA compliance including determining the scope of approvals and studies that will be required.

The initial one hundred twenty (120) days of the Negotiating Period shall be referred to herein as the “Initial Negotiation Period.” Upon expiration of the Initial Negotiation Period, the Parties will meet to amend this Agreement to (a) determine additional Project Milestones required to reach execution of a Conveyance Instrument prior to expiration of the Negotiating Period, (b) determine each party's financial responsibility and contribution toward costs incurred prior to execution of a Conveyance Instrument, and (c) such other matters as the Parties may mutually agree.

During the Negotiating Period (including extensions in accordance with this Agreement), the City shall not negotiate with any entity, other than Developer, regarding the sale, disposition, or development of the Sites, or solicit or entertain bids or proposals to do so.

- b. **Extensions.** The Negotiating Period may be extended by written agreement of the Parties, in which the City Manager shall have the authority and discretion, but no obligation, to execute on behalf of the City up to two extensions of 60 days each. Further extensions may be approved by the City Council. If a proposed Conveyance Instrument between the Parties is scheduled for consideration at a public hearing, the Negotiating Period shall be automatically extended for up to 30 days, if needed, to provide for consideration and action by the City Council.

- c. Effect of this Agreement.** Under this Agreement, the Parties merely enter a period of exclusive negotiations. This Agreement is not intended to bind the City or Developer: (i) to acquire any property; (ii) to approve or commit to any project; or (iii) to enter into any further agreement or contract. The City reserves its general land use police powers and its discretion to make future decisions related to the Sites.
  - d. Termination.** This Agreement may be superseded by an amended ENA (as described in Section 1 (a) above), or a Conveyance Instrument approved by the Parties. If the Parties have not approved such an agreement upon the expiration of the Negotiating Period (as the Negotiating Period may be extended), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement.
  - e. Cure of Default.** A Party may terminate this Agreement upon the failure of the other Party to negotiate in good faith, and the failure of the other Party to cure after receipt of notice of such failure from the non-defaulting Party and continuance of such failure after fifteen (15) days opportunity to cure. No Party shall have a right to specific performance of this Agreement. In the event of an uncured default by a Party, the sole remedy of the non-defaulting Party shall be to terminate this Agreement.
- 2. Environmental Requirements.** State and local environmental regulations (including, without limitation, the California Environmental Quality Act) may be applicable to the proposed development of the Sites. The Parties agree to cooperate to investigate and gather information relevant to the Site and the environmental impact of its proposed development. Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for Developer. During the ENA Period, the City shall deliver to Developer complete copies of any and all material non-privileged reports and other material non-privileged documents pertaining to the Site which are in City's possession, at no cost to Developer other than the actual cost (if any) of duplicating such documents.
- 3. Costs and Expenses.** All fees and expenses of engineers, architects, financial consultants, legal, planning and other consultants or contractors, retained by Developer for any evaluation, appraisal, planning or design relating to the Site or negotiation of a future agreement that may be undertaken by Developer during the Initial Negotiation Period, pursuant to or in reliance upon this Agreement or in Developer's discretion, regarding any matter relating to the subject matter of this Agreement, shall be at the sole cost and expense of Developer. No such activity shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon City.
- 4. Appraisal.** Developer shall have up to ninety (90) days from the execution of this Agreement (the "Due Diligence Period") to approve, in its sole discretion, the feasibility

of acquiring, entitling and developing the Site as contemplated in the proposed Project plan by: (i) reviewing the exceptions, legal descriptions and other matters contained in the preliminary title report prepared by Title Company; (ii) conducting or reviewing such surveys, investigations, studies and inspections and making or reviewing such geologic, environmental and soils tests and other studies of the Property (as set forth in Attachment No. 2); and (iii) reviewing all other applicable due diligence materials respecting the Site.

Unless Developer delivers written notice to the City approving the Conveyance Instrument form and the feasibility of acquiring, entitling and developing the Property with the proposed Project (the "Due Diligence Approval") on or before the expiration of the Due Diligence Period, then the City may terminate the ENA in its sole and absolute discretion by written notice to the Developer, and neither party shall have any further rights or obligations under this ENA.

5. **Access to Site.** During the term of this ENA, City shall provide Developer reasonable access to all portions of the Sites for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Site.
6. **Deposit.** No later than five (5) days after the Effective Date of the ENA, Developer shall make a deposit in the form of a cash deposit, cashier's check or other form of security reasonably acceptable to City in the amount of One Thousand Dollars (\$1,000.00) ("Good Faith Deposit"). The Good Faith Deposit shall be deposited in an escrow account with to be determined by Developer, and, if Developer elects an interest-bearing account, with interest accruing for Developer's benefit. Upon Developer's delivery of Due Diligence Approval, the Good Faith Deposit (i) shall be nonrefundable, except as otherwise expressly provided in Conveyance Instrument or as provided in the following paragraph, (ii) shall be released to the City no later than five (5) days after the expiration of the Due Diligence Period and (iii) shall be applicable to the Purchase Price.

The Good Faith Deposit shall be refunded to Developer in the event of City default or if City does not approve and execute the Conveyance Instrument or the failure for whatever reason of the City to gain approval of the Conveyance Instrument.

7. **Conveyance Instrument.** The Developer and the City understand and agree that neither Party is under any obligation whatsoever to enter into a Conveyance Instrument, and that notwithstanding its approval of this ENA, the City shall have the right to disapprove any proposed Conveyance Instrument in its sole and absolute discretion, and in that regard, Developer hereby expressly agrees that the City shall not be bound by any implied covenant of good faith and fair dealing in connection with such approval or disapproval of any proposed Conveyance Instrument. In the event of the expiration or earlier termination of this ENA, the City shall be free to negotiate with any persons or entities with respect to the Property. No consents, approvals, comments or discussions by staff shall diminish, affect or waive: (i) rights of the City to later impose conditions and requirements under

CEQA; (ii) the right of the City not to approve the Conveyance Instrument; or (iii) the City's other governmental rights, powers and obligations.

- 8. Assignment.** City is entering into this Agreement on the basis of the particular experience, financial capacity, skills and capabilities of Developer. This Agreement is personal to Developer and is not assignable without the prior written consent of City, which may be given, withheld or conditioned in City's sole and absolute discretion.
- 9. Developer 's Indemnification of City.** Developer shall indemnify, defend and hold harmless City, and the elected and appointed officials, officers, agents and employees of City (individually or collectively, an "Indemnified Party") against any and all losses arising out of any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, arising through Developer, Developer's contractors or employees and brought or asserted against any Indemnified Party that relates to or arises out of: (i) property damage or bodily injury or death of any person in connection with this Agreement; (ii) entry upon the Site by Developer, its contractors or employees; (iii) any inspection of the Site by Developer, its contractors or employees; or (iv) the preparation of any report or plans commissioned by Developer; provided, however, that no Indemnified Party shall be entitled to indemnification under this Section for any matter caused by such Indemnified Party's gross negligence or willful misconduct or for any matter arising from the discovery of any pre-existing condition upon the Site. In the event any action or proceeding is brought against an Indemnified Party by reason of a claim arising out of any loss for which Developer is obligated to indemnify, defend or hold harmless the Indemnified Party, and upon written notice from such Indemnified Party, Developer shall, at Developer's sole expense, answer and otherwise defend such action or proceeding. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10. Notices.** Notices required hereunder shall be in writing and sent to the following addresses, or such other address as a Party may designate by written notice, and shall be deemed effective when: (i) personally delivered; (ii) deposited in the U.S. Mail with postage prepaid, registered or certified and return receipt required; or (iii) sent by reputable overnight carrier that provides proof of delivery.

**City:**

City of McFarland  
Attn: City Manager, Executive Director  
401 W Kern Ave  
McFarland, CA 93250

**Developer:**

Terra Prima Ventures, LLC  
Attn: Joseph Hess, Manager



**11. Miscellaneous Provisions.**

- a. California Public Records Act.** City agrees, to the maximum extent permitted by the California Public Records Act (Government Code Section 6253 *et seq.*), the city Records Retention Schedule, Government Code Section 34090, or other applicable local, state or federal disclosure laws (collectively, "Public Disclosure Laws"), to keep confidential all proprietary financial and other information submitted by Developer to City in connection with Developer's satisfaction of its obligations under this Agreement and any Conveyance Instrument (collectively, "Confidential Information"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder, and may disclose such information in response to a request for public records under the Public Disclosure Laws, as provided below.

Developer acknowledges that City has not made any representations or warranties that any Confidential Information City receives from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, City shall, within five (5) business days of delivery of the request, notify Developer in writing of City's intention to release some, none or all of the Confidential Information so that Developer has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure, provided that City shall not be liable for any damages, attorneys' fees and costs for any alleged failure to provide said notice. If the City determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or not disclose such exempt information.

- b. Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.
- c. Exhibits and Recitals.** All Exhibits and Recitals included herewith are incorporated into this Agreement by reference as if fully set forth herein.
- d. Modification.** This Agreement may be amended or modified only by a written instrument signed by both Parties.
- e. Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.
- f. No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person shall have any right of action based upon any provision of this Agreement.

- g. Headings.** The headings included in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.
- h. Waiver.** The failure of a Party to enforce any right hereunder will not constitute a waiver of any right or damages. No waiver, benefit, privilege, or service voluntarily given or performed will establish any contractual right by custom, estoppel, or otherwise.
- i. Time.** The Parties agree that time is of the essence with respect to performance of all obligations under this Agreement.
- j. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the Site, and supersedes all prior negotiations, understandings or agreements as to the subject matter herein.
- k. Execution.** This Agreement may be executed in counterparts, which together shall compose a single instrument. A Party's signature transmitted by facsimile or electronic mail shall be valid and effective.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first appearing above.

Date: \_\_\_\_\_

CITY OF MCFARLAND

By: \_\_\_\_\_  
Diego Viramontes,  
City Manager

Date: \_\_\_\_\_

TERRA PRIMA VENTURES, LLC

By: \_\_\_\_\_  
Joseph Hess  
Manager

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 14.  
Section: PUBLIC HEARINGS  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** PUBLIC HEARING NO.2 - PROPOSED CITY CHARTER (GOV. CODE §34458): RECEIVE PUBLIC COMMENT AND COUNCIL DIRECTION ON PROPOSED CHARTER

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#### **SUMMARY:**

The City Council initiated the process to place a City Charter before McFarland voters at the November 4, 2026 statewide general election via the council-initiated method in Gov. Code § 34458. This is the first of two required public hearings on the proposal and the content of the Charter. Proper notice for both hearings was published on February 18, 2026 in the *Bakersfield Californian* and posted in three public places at least 21 days in advance, as required. Staff and the Charter Advisory Committee will incorporate Council and public input from tonight's hearing into a revised draft for Public Hearing No. 2 on April 22, 2026.

#### **Legal authority:**

- **California Constitution, Article XI, §§ 3–5** (charter authority; effective upon filing with Secretary of State).
- **Gov. Code §§ 34450–34466** (charter procedures); **§ 34458** (council-initiated charter, two hearings, 21-day notice, 30-day spacing, one hearing outside normal business hours, no Council vote until 21 days after second hearing).
- **Elections Code § 9255** (submission at statewide general election for council-initiated proposals).

**Purpose of a charter:** A charter functions as the City's "local constitution," defining the City's powers over municipal affairs (e.g., form of government, local elections, procurement/contracting, finance). Matters of statewide concern remain governed by state law.

#### **Process to date:**

- Council initiated the charter process and appointed a Charter Advisory Committee (January 2026).
- Advisory Committee meetings (Jan–Feb) produced Working Draft.
- Notice for both hearings was published and posted on February 18, 2026; this hearing is scheduled at 6:00 p.m. (outside normal business hours), satisfying § 34458(b).
- A public hearing was conducted on March 11, 2026. No public comment was received.

## 1) Content Overview (by Article)

- **Article I – General Provisions:** Name, boundaries, purpose, definitions, severability.
- **Article II – Powers of the City (Municipal Affairs):** Statement of municipal affairs; intergovernmental relations.
- **Article III – Form of Government:** Council–Manager structure; powers/duties; boards/commissions framework.
- **Article IV – Elections & Officers:** Election timing/procedures consistent with charter authority; vacancies; qualifications (consistent with constitutional constraints).
- **Article V – Finance:** Budget procedures; fiscal administration; independent audit; reserves policy references.
- **Article VI – Public Contracting & Procurement:** Local procedures for bidding/award (with flexibility and integrity controls); compliance disclaimers where state law governs funding.
- **Article VII – Ethics, Transparency & Records:** Public transparency commitments and Brown Act/Public Records conformance.
- **Article VIII – Amendments & Effective Date:** Voter approval; filing with Secretary of State; amendment procedures.

## 2) Compliance & Timeline

- **Public Hearing No. 1: March 11, 2026** conducted.
- **Public Hearing No. 2: April 22, 2026** tonight hearing is more than 30 days after Hearing #1 pursuant to Govt. Code § 34458(b).
- **Council action** (no earlier than 21 days after Hearing #2): May 13, 2026, consider resolution to place the Charter on the November 3, 2026 ballot.
- **E-88 filing deadline:** Early August 2026, staff will meet all County Elections timelines for measure text, impartial analysis, arguments, and rebuttals.

## Noticing Requirements

- **Publication & posting:** Notice for both hearings ran in the *Bakersfield Californian* on February 18, 2026 and was posted in three public locations ≥ 21 days before each hearing (**Gov. Code § 34458(b)**).
- **Brown Act compliance:** Agendas posted ≥ 72 hours before each meeting; packet materials available at City Hall and online.

## FINANCIAL IMPACT:

No immediate fiscal impact from conducting the hearing. If the Council ultimately places the measure on the ballot, the City will incur election-related costs in FY 2026–27; staff will return with updated cost estimates with the May 13 action.

**RECOMMENDATION:**

1. Conduct Public Hearing No. 2 on the proposed City Charter pursuant to Gov. Code § 34458(b).
2. Receive public testimony and provide direction to staff and the Charter Advisory Committee regarding preferred policy choices and edits for the final draft (if any).

**ATTACHMENTS:**

1. Committee Recommended Charter (w\_CA review)

## **Charter of the City of McFarland**

### **Preamble**

We the people of the City of McFarland, State of California, under the constitution and the laws of the state of California, declare our intent to restore to our community the historic principles of self-governance inherent in the doctrine of home-rule. We are committed to the belief that local government has the closest affinity to the people governed and firm in the conviction that the economic and fiscal independence of our local government will promote the health, safety and welfare of all citizens of this City. We do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of McFarland.

### **Article I: Names & Boundaries**

#### **Section 1.01 Name**

The municipal corporation now existing and known as the City of McFarland shall remain and continue to exist as a municipal corporation under the name "City of McFarland", but as a California Constitution Home Rule Charter City.

#### **Section 1.02 Boundaries of the City**

The boundaries of the City of McFarland shall be as now established and as may be changed in the future as provided by law, by this Charter, or by ordinance.

### **Article II: Powers of the City**

#### **Section 2.01. Powers.**

Except as restricted by this Charter, the City shall have all powers allowable under the Constitution of the State of California to adopt ordinances, establish rules, grant franchises, structure City government, and in every way to govern the municipal affairs of the City. Municipal affairs encompass all matters of local concern as determined by the City Council consistent with the meaning of "municipal affairs" under the constitutional, statutory, and judicially defined law of the State of California. Such powers are in addition to those granted or prescribed by any applicable law for municipal corporations within the state of California. The City shall also have the power to exercise any and all rights, powers and privileges heretofore or hereafter established, granted, or prescribed by any law of the State, by this Charter, or by other lawful authority, or which a municipal corporation might or could exercise under the Constitution of the State of California

Expressly, the City retains all powers allowable for "municipal affairs" including but not limited to: public employment, public finance, public contracting, revenue and taxation, land use and planning, prevailing wage, and governance. Each of the responsibilities of

governance set forth and described in this Charter, and as established by the Constitutional, statutory and judicially defined law of the State of California, is declared to be a municipal affair or concern, the performance of which is unique to the benefit of the residents of the City of McFarland. Enumeration by this Charter of any particular power does not constitute a limitation upon the City's general grant of powers under applicable law.

Nothing in this Charter is intended to restrict the City in exercising any right, power or authority granted under the general laws of the State of California. However, the provisions of this Charter shall prevail in the event of any conflict with general law.

### **Section 2.02 General Law Powers.**

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

### **Section 2.03 Elections.**

The City of McFarland shall have the power to adopt ordinances establishing procedures, rules or regulations concerning City of McFarland elections and public officials, including but not limited to, the qualifications and compensation of elected officials, the method, time and requirements to hold elections, to fill vacant offices. Unless in conflict with ordinances adopted by the City, state law regarding elections shall apply.

### **Section 2.04 Fines and Penalties.**

The City of McFarland shall have the power to adopt ordinances establishing penalties, fines and forfeitures for violations of the provisions of the McFarland Municipal Code.

### **Section 2.05 Incorporation and Succession.**

The City shall continue to be a municipal corporation known as the City of McFarland. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time

this Charter takes effect and not in conflict with or inconsistent herewith, are hereby continued in force until the same has been duly repealed, amended, changed or superseded by proper authority.

### **Article III Form of Government**

#### **3.01 Council-Manager Form of Government**

The municipal government established by this Charter shall be the "Council-Manager," form of government, under which the Mayor and City Council set policy and the City Manager carries out that policy. The City Manager shall be responsible to the City Council for the administration of all City affairs placed in the City Manager's charge by ordinance or by this charter.

#### **3.02 Mayor and City Council**

The City shall be governed by, and all powers of the City shall be vested in, the Mayor and City Council. The City Council consists of four Council Members each elected to office from the City at large in the manner provided by the laws of the State or procedures adopted by ordinance. The Mayor shall be elected to office from the City at large. The Mayor and each City Council Member shall have equal votes on all matters coming before the City Council. The Mayor and each City Council Member in office at the time this Charter takes effect shall continue in office until the end of the term for which he or she was elected or appointed subject to the right of the people to recall the Mayor or a City Council Member from office as provided in the laws of the State.

### **Article IV: Elections & Vacancies**

#### **Section 4.01 Election Procedures.**

Unless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the California Elections Code for the holding of municipal elections, so far as the same are not in conflict with this Charter.

#### **Section 4.02 Special Elections.**

The City Council may call special elections for such purposes as the Council may prescribe. A special election may be held on any date specified by the Council.

#### **Section 4.03 Initiative, Referendum and Recall.**

The electors of the City reserve to themselves the powers of initiative and referendum and the recall of elective officers, to be exercised in the manner prescribed by the California Constitution and State law.

#### **Section 4.04 Council Vacancies.**

The office of a Councilmember shall become vacant upon the member's death, resignation, removal from office or forfeiture of office in any manner authorized by State law. Whenever a vacancy in the City Council arises, from whatever cause arising, the vacancy shall be filled by the City Council as provided herein.

Within 15 working days of the occurrence of the Council vacancy, following a published notification of such vacancy, persons who are eligible for and interested in filling the vacancy, shall file a standard application with the City Clerk. On the 16<sup>th</sup> working day following the creation of the vacancy, the City Clerk shall provide to the remaining Council members the applications of all eligible applicants. Within 30 calendar days of receipt of said applications the City Council shall make an appointment from among the eligible applicants. The City Council may alternatively call a special election pursuant to State law.

## **Article V Financial Procedures**

### **Section 5.01 Property Tax Limits and Procedure:**

The City Council may not levy a property tax for general municipal purposes in excess of the maximum rate applicable to the City on the effective date of this Charter, provided, however, that a property tax in excess thereof may be levied if authorized by the State Constitution or State law, and if authorized by the affirmative votes of a majority of the City's voters voting on a proposition to increase such levy and, provided further, that any such tax must comply with all applicable provisions of this Charter.

### **Section 5.02 Separate Taxing Areas.**

Nothing herein contained shall preclude the Council from establishing separate taxing areas within the City for the levy of a tax in excess of such maximum rate if authorized by the State Constitution, State law, by ordinance, or by the affirmative votes of a majority of the voters within the area voting on a proposition to impose or to increase such levy.

### **Section 5.03 Procedure for Assessment**

The procedure and authority for the assessment, levy and collection of taxes may be prescribed by ordinance and, in the absence of such an ordinance the procedure and authority applicable thereto shall be that prescribed by State law.

### **Section 5.04 Restrictions on Revenues and Taxes**

The Council shall maintain a revenue structure adequate to meet City financial requirements for execution of the balanced programs determined by the City Council necessary to carry out the duties, obligations and mandates of this Charter, which revenue structure shall be balanced equitably between taxes, fees, utility and enterprise

charges, and assessments, and comply with the judicially-determined requirements, definitions and intent of California Constitution Articles XIII A and XIII B.

### **Section 5.05 Special Funds**

The City Council shall by ordinance provide, and the annual budget shall make adequate provision for reserve accounts in each fund, or a special fund, for emergencies, uninsured losses, unfunded liabilities, pollution and adverse environmental conditions, depreciable fixed asset replacement, utility and enterprise facility perpetual replacement, and any other such reserves as the City Manager might recommend and the City Council approve.

### **Section 5.06 Budgeting**

The Council, by ordinance, shall provide for an integrated budgeting and financial management system. Each fund shall have a balanced budget. The ordinance shall provide for: an annual budget submitted before the first day of the last month of the current fiscal year; a comprehensive and consolidated view of the City's financial condition, and; other budgetary requirements made by the Council by ordinance.

### **Section 5.07 Budget Adoption.**

The Council shall adopt the annual budget by affirmative vote of a majority of its members, on or before the last working day of the last month of the current fiscal year. If it fails to adopt the budget by this date the budget proposed by the City Manager shall be deemed adopted.

### **Section 5.08 Independent Audit:**

The Council shall provide for an independent annual audit of all City financial accounts and documents and may provide for more frequent or more specialized audits as it deems necessary. All audits shall be completed and financial reports shall be issued no later than the Federal single audit filing deadline.

All audits shall be made by a certified public accountant firm experienced in city auditing. The selected audit firm shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers. The selected audit firm may not provide services to the City other than audit and directly allied financial reporting services for one year after the conduct of any annual audit.

### **Section 5.09 Public Works Contracts.**

The City shall have the power to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such.

**Section 5.10 Public Financing.**

The City shall have the power to establish standards, procedures, rules or regulations related to any public financing.

**Section 5.11 Utility Franchises.**

The City shall have the power to adopt any ordinance providing for the acquisition, development, or operation by the City of any public utility, or any ordinance providing for the granting of a franchise to any public utility not owned by the City which proposes to use or is using City streets, highways or other rights-of-way.

**Section 5.12 Enterprises.** The City shall have the power to engage in any enterprise deemed necessary to produce revenues for the general fund or any other funds established by the City Council to promote a public purpose.

**Section 5.13 Debt.**

The City by ordinance may issue all manner of securities and incur all manner of indebtedness.

**Article VI Miscellaneous Provisions**

**Section 6.01 Continuation of Rights**

The City shall continue to own, possess and control all rights and property of every kind and nature owned, possessed or controlled by it on the effective date of this Charter, and shall be subject to all its debts, obligations and liabilities.

**Section 6.02 Continuation of Acts**

All lawful ordinances, resolutions, and rules and regulations in force on the effective date of this Charter and not in conflict or inconsistent herewith are continued in force until repealed or amended.

**Section 6.03 Construction and Interpretation.**

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

**Section 6.04 Severability**

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

**Article VIII Amendments and Repeal**

**Section 7.01 Amendment to Charter, Revision or Repeal.** This Charter and any of its provisions may be amended by a majority vote of the electors voting on the question. Amendment, revision or repeal may be proposed by initiative or by the City Council by Ordinance.

**Recommended to the McFarland City Council for public review and comment; City Council adoption and; placement on the November 3, 2026 election ballot.**

**Charter Advisory Committee**

Saul Ayon

Anthony Blanco

Ricardo Cano

Eliseo Garza

Victor Oropeza

Jim White



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 15.  
Section: PUBLIC HEARINGS  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Waive Full Reading and Introduce Ordinance No. 2-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADDING SECTION 17.137.090 OF THE MCFARLAND MUNICIPAL CODE RELATED TO NONCONFORMING USES UPON ANNEXATION

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#### **SUMMARY:**

As part of the City's continued review of regulations related to nonconforming uses, staff has found that having a policy for the amortization of nonconforming uses that are annexed into the City would help ensure that adequate and orderly development consistent with the General Plan occurs following annexation.

The proposed ordinance only impacts annexations that would occur after May 1, 2026 and is not retroactive to prior annexations. Under the ordinance, any nonconforming use annexed into the City would be required to be removed within 2 years, or 1 year if the value is less than \$2,000. This policy would be communicated to all property owners upon application of annexation. There is always an option for a property owner to apply for a General Plan Amendment and Zone Change where a use is not permitted, or if a use is conditionally permitted, apply for a Conditional Use Permit.

Application of this policy would support the long term growth and development of the city and ensure that nonconforming uses are evaluated and considered prior to annexation.

#### **FINANCIAL IMPACT:**

No financial impact.

#### **RECOMMENDATION:**

City Council waive full reading and introduce Ordinance No. 2-2026

#### **ATTACHMENTS:**

None

**ORDINANCE NO. 2-2026**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MCFARLAND ADDING SECTION 17.137.090 OF THE MCFARLAND  
MUNICIPAL CODE RELATED TO NONCONFORMING USES UPON  
ANNEXATION**

**Section 1. Recitals**

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

**WHEREAS**, it is the desire of the City to create policies governing nonconforming uses that are annexed into the City; and

**WHEREAS**, the creation of an amortization period for nonconforming uses upon annexation into the City would provide consistency with recently adopted ordinances submitted by the voters regarding nonconforming uses.

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

**Section 1.** Section 17.137.090 is added to the McFarland Municipal Code as follows:

**17.137.090 Amortization of Non-Conforming Uses upon Annexation.**

- (1) Amortization periods for all non-conforming uses and/or structures that are in existence at the time the property is annexed into the City of McFarland shall be as follows:
  - (a) Where property has land improvement with a total replacement value of less than \$2,000, non-conforming uses or conditions excluding agricultural field crops and orchards shall be terminated within one year.
  - (b) Where property has land improvements with a total replacement value of more than \$2,000 but no individual structures with a replacement value of more than \$2,000, non-conforming uses and/or structures excluding agricultural field crops and orchards shall be terminated within two (2) years upon annexation.
- (2) Administration:
  - (a) All acts of the City under this section shall be construed as administrative acts. The acts shall be performed for the purpose of assuring that the intent and purpose of this Section shall apply as provided in this section and shall not be construed as amendments to the provisions of this chapter.
  - (b) Upon expiration of the amortization period applied to a specific use and/or structure, the owner and/or occupant shall cause the non-conformity to be terminated. City officials charged with issuing permits and licenses shall refuse to issue or reissue such permits and licenses upon expiration of the amortization period.
- (3) Enforcement: Owners and occupants of property affected by this Section shall comply with the

provisions of this Section. Failure to comply with the provisions of this Section shall constitute a violation of this Ordinance and shall subject people failing to comply to the provisions provided in the Municipal Code.

(4) **Effective Date:** This section applies only to all annexations that are approved by the Local Agency Formation Commission and recorded after May 1, 2026.

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

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

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

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

**INTRODUCED,** at a Regular meeting of the City Council of the City of McFarland, California on 10/22/2025, by the following vote:

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

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

CITY OF MCFARLAND

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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the

City of McFarland by a Regular meeting thereof held on April 22, 2026.

ATTEST:

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Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

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Nathan Hodges, City Attorney



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 16.  
Section: PUBLIC HEARINGS  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Yerlys Hernandez, Public Works Director  
Frank Negrete, Utilities Manager

**SUBJECT:** Waive Full Reading and Introduce Ordinance No. 3-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADDING SECTION 13.04.695, SECTION 13.04.705, AND CHAPTER 13.10 OF THE MCFARLAND MUNICIPAL CODE PROHIBITING WATER THEFT, UNAUTHORIZED WATER USE, AND UNAUTHORIZED CONNECTION TO FIRE HYDRANTS AS ALLOWED BY STATE LAW

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#### **SUMMARY:**

The City of McFarland is a local agency that provides retail water services directly to its customers.

The current Municipal Code classifies violations of the City's water system regulations as misdemeanors. However, water theft, particularly unauthorized use of fire hydrants, has emerged as a growing concern throughout California, often associated with unpermitted commercial activities such as construction and landscaping operations. These actions can lead to substantial water losses, damage to public infrastructure, and elevated risks to public safety.

California Senate Bill 394 was enacted to address gaps in enforcement and strengthen deterrence related to water system violations. The legislation recognizes that unlawful hydrant use can reduce available water pressure, which is critical for fire suppression, increase the risk of system contamination, and shift the financial burden of lost water and infrastructure impacts onto ratepayers.

Existing state law penalizes the theft of utility services, including water, as a misdemeanor (Penal Code §§ 498, 624, 625). In addition, state law allows the City to bring a civil action for damages related to water theft, including against any person who diverts water service or tampers with any City-owned property to provide water services (Civil Code § 1882 et seq.)

While the current misdemeanor-based enforcement structure is effective in addressing serious violations, it limits the City's ability to apply proportionate and flexible enforcement responses across a range of offenses, including:

- Water theft
- Unauthorized hydrant use
- Meter tampering

- Unauthorized diversion of water service

In addition to existing law, the State Legislature has also authorized the City to adopt an ordinance that prohibits water theft and makes a violation of the ordinance subject to an administrative fine or penalty (Gov. Code §53069.45 and 54069.46). This means that violations of water theft can be enforced by the issuance of citations by the City’s Code Enforcement officials. The ordinance must set forth the administrative procedure for imposing and enforcing the fines and must also establish a process for granting a hardship waiver to reduce the amount of the fine. Importantly, state law allows the City to issue citations in addition to criminal and civil penalties.

SB 394 authorizes local agencies to implement a graduated system of administrative civil penalties for water-related violations, providing a more scalable and effective enforcement framework that aligns penalties with the severity and frequency of the violation.

California Senate Bill 394 (effective January 1, 2026) supports local agencies in implementing graduated administrative civil penalties for water-related violations.

The following are the maximum fine amounts allowed by state law:

<b>Violation</b>	<b>Maximum Fine Amounts (Per State Law)</b>	<b>State Law Authority</b>
Water theft is committed through <b>meter tampering</b> , in violation of the proposed ordinance.	First violation: \$130	Gov. Code § 53069.45(b)
	Second violation within one year of the first: \$700	
	Third violation and each additional violation: \$1,300	
<b>All other forms of water theft</b> in violation of the proposed ordinance.	First violation: \$1,000	Gov. Code § 53069.45(c)
	Second violation within one year of the first: \$2,000	
	Third violation and each additional violation: \$3,000	
Water theft committed through the <b>unauthorized connection to a fire hydrant</b> in violation of the proposed ordinance.	First violation: \$2,500	Gov. Code § 53069.46(b)
	Second violation within one year of the first: \$5,000	
	Third violation and each additional violation: \$10,000	

Note: According to state law, a fine may only be issued pursuant to either Government Code § 53069.45 or § 53069.46 (but not both) for the same offense.

**FINANCIAL IMPACT:**

Minimal implementation cost, and a potential increase in cost recovery and improved compliance.

**RECOMMENDATION:**

In order to ensure compliance with state law, safeguard the City's water infrastructure and resources, and strengthen public safety and emergency response capabilities, staff recommends that the City Council:

- Waive the first reading of the proposed ordinance
- Introduce the ordinance adding **Section 13.04.695, Section 13.04.705, and Chapter 13.10** of the McFarland Municipal Code
- Schedule the second reading and adoption at the next regular City Council meeting

**ATTACHMENTS:**

None

**ORDINANCE NO. 3-2026**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADDING SECTION 13.04.695, SECTION 13.04.705, AND CHAPTER 13.10 OF THE MCFARLAND MUNICIPAL CODE PROHIBITING WATER THEFT, UNAUTHORIZED WATER USE, AND UNAUTHORIZED CONNECTION TO FIRE HYDRANTS AS ALLOWED BY STATE LAW**

**Section 1. Recitals**

**WHEREAS**, the City of McFarland is a local agency that provides retail water services directly to its customers and is responsible for protecting the integrity, reliability, and safety of its water system;

**WHEREAS**, the City's current Municipal Code classifies violations of water system regulations as misdemeanors, while incidents of water theft, particularly unauthorized use of fire hydrants, have become an increasing concern throughout California, often linked to unpermitted commercial activities and resulting in water loss, infrastructure damage, and public safety risks; and

**WHEREAS**, existing California law, including Penal Code sections 498, 624, and 625, and Civil Code section 1882 et seq., establishes criminal and civil penalties for the theft of utility services and allows the City to pursue damages for water theft and system tampering; and

**WHEREAS**, the State Legislature has authorized local agencies to adopt ordinances that prohibit water theft and allow for administrative fines and citation-based enforcement, including provisions requiring procedures for imposing penalties and offering hardship waivers, thereby enabling more flexible and proportionate enforcement responses; and

**WHEREAS**, California Senate Bill 394, effective January 1, 2026, authorizes local agencies to implement a graduated system of administrative civil penalties for water-related violations, providing a scalable enforcement framework that aligns penalties with the severity and frequency of offenses while strengthening deterrence and protecting public resources.

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

**Section 1.** Section 13.04.695 is added to the McFarland Municipal Code as follows:

**13.04.695 - Rules for use.**

No one shall, in any manner whatsoever, tap, meddle, or interfere with any part of the water system of the city. No one shall use water supplied by the city for any purpose other than that described in the city's application for service, or in any way supply water to other persons other than those living on the property described in the application. A violation of this section constitutes unauthorized water use, as described in Chapter 13.10 of this Code.

**Section 2.** Section 13.04.705 is added to the McFarland Municipal Code as follows:

**13.04.705 - Use of fire hydrants.**

All fire hydrants connected to the city's water system shall be operated only by the city, the Kern County Fire Department, or a person who has been duly issued a permit to do so by the city. Any person desiring to use water through any city fire hydrant must comply with all applicable water rates, rules, and regulations. A violation of this section constitutes an unauthorized connection to a fire hydrant, as described in Chapter 13.10 of this Code.

**Section 3.** Chapter 13.10 is added to the McFarland Municipal Code as follows:

**Chapter 13.10 — Water Theft and Unauthorized Water Use**

**13.10.010 – Authorization.**

This chapter is adopted pursuant to California Government Code sections 53069.45 and 53069.46, as those sections may be amended from time to time.

**13.10.020 – Definitions.**

The following definitions shall apply to this chapter:

- A. "Responsible party" means any person who is responsible for violating the provisions of the Municipal Code.
- B. "Water theft" means an action to divert, tamper, or reconnect water utility services.
- C. "Divert" means to change the intended course or path of water without the authorization or consent of the utility.
- D. "Tamper" means to rearrange, injure, alter, interfere with, or otherwise prevent from performing a normal or customary function.
- E. "Reconnection" means the reconnection of water service by a customer or other person after service has been lawfully disconnected by the utility.
- F. "Unauthorized connection to a fire hydrant" includes, but is not limited to, the following scenarios:
  - 1. The unauthorized use of a City-owned fire hydrant, fire hydrant meter, or fire detector check;
  - 2. The use of water from a City-owned fire hydrant for any use other than fire suppression, except where a permit has been duly issued by the City, for temporary service;
  - 3. Any use of a City-owned hydrant in violation of the terms and conditions of a hydrant permit
- G. "Unauthorized water use" includes, but is not limited to, the following scenarios:
  - 1. Meter tampering;

2. The use of water from a stationary service connection where lawful water service has not been established or has been disconnected by the utility;
3. The use of water supplied by the City for any other purpose than that described in the City's application for service, or in any way supplying water to other persons other than those living on the property described in the application, as described in Section 13.04.695 of this Code.

H. "Person" has the same meaning as defined in Section 13.04.086 of this Code.

### **13.10.030 — Water theft, unauthorized connection to a fire hydrant, and unauthorized water use.**

Unauthorized use and improper connection to either a fire hydrant or the water system can lead to public health and safety issues, including potential contamination of a drinking water source due to a lack of backflow prevention and damage to water system facilities and infrastructure, or depressurization of the water system, which could make communities more vulnerable in the event of a fire. In addition, the affordability of water is impacted by water theft as the cost of water loss and damages to infrastructure is ultimately borne by ratepayers. As such, water theft, an unauthorized connection to a fire hydrant, and unauthorized water use, as such terms are defined in this chapter, are hereby prohibited.

### **13.06.040 - Administrative penalties.**

- A. In addition to any remedy available at law, any person or responsible party in violation of any provision of this chapter is subject to the issuance of an administrative citation pursuant to Chapter 1.14 of this Code, except that the fine shall be as provided in this section.
- B. *Fines.* Administrative citations shall be accompanied by a fine as follows:
  1. For water theft and unauthorized water use via meter tampering, fines shall be as stated in Government Code section 53069.45.
  2. For water theft committed via the unauthorized connection to a fire hydrant, fines shall be as stated in Government Code section 53069.46.
  3. For all other forms of water theft not described in either subsection (1) or (2), violations shall be as stated in Government Code section 53069.45.
  4. A fine may only be issued pursuant to either Government Code section 53069.45 or section 53069.46 (but not both) for the same offense.
- C. Each day a violation of this chapter continues to exist shall constitute a new, separate, and distinct violation.
- D. *Appeals and hardship waivers.* Administrative citations issued for violations of this chapter may be appealed in accordance with the provisions of Chapter 1.14 of this Code. In addition to any other order authorized by Chapter 1.14, an Administrative Hearing Officer may reduce or eliminate the fine upon a showing by the responsible party that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

### **13.10.050 — Responsibility for water costs.**

- A. A person who has violated this chapter shall be liable for the costs of the estimated volume of water used, as determined by the Department of Public Works, charged at the then-current applicable water rate adopted by the City Council.
- B. Costs imposed by this chapter are in addition to any other costs that may be recovered under this

Code, including, but not limited to, those costs authorized by Chapter 1.14.

- C. Water costs assessed in accordance with this chapter may be billed in accordance with the usual billing practices of the Department of Public Works, where the responsible party is a customer of record. If the responsible party is not a customer of record, an invoice for payment may be served in the same manner as provided in Chapter 1.14 of this Code.

**13.10.060 — Cumulative remedies; severability**

- A. The remedies available in this chapter shall be cumulative with any other available remedy and in addition to any other remedy available at law or equity. The pursuit of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcement of this chapter.
- B. In addition to seeking all remedies available under any other law, the City may also seek civil damages for a violation of this section pursuant to Section 1882.1 of the Civil Code.
- C. If any phrase, section, sentence, or word of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other phrase, section, sentence, or word of the ordinance that can be given effect without the invalid phrase, section, sentence, or word, and to this end each phrase, section, sentence, or word of this ordinance is declared to be severable.

**Section 4. Notice.** The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

**Section 6. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**Section 7. Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**INTRODUCED, at** a Regular meeting of the City Council of the City of McFarland, California on 4/22/2026, by the following vote:

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

	<b>Aye</b>	<b>Nae</b>	<b>Abstain</b>	<b>Absent</b>
<b>Saul Ayon</b>				

<b>Ricardo Cano</b>				
<b>Anita Gonzalez</b>				
<b>María T. Pérez</b>				
<b>Martin Gutierrez</b>				

CITY OF MCFARLAND

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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on April 22, 2026.

ATTEST:

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

APPROVED AS TO FORM:

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



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 17.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: April 22, 2026

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Approval of Resolution No. 2026-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE EMPLOYMENT AGREEMENT WITH BRANDON RUTLEDGE, DEPUTY CHIEF OF POLICE

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#### **SUMMARY:**

Following a thorough recruitment and selection process, Mr. Rutledge has been selected for the position of Deputy Chief of Police based on his extensive law enforcement experience and demonstrated leadership in public safety operations with a start date scheduled for Wednesday, April 22, 2026.

Mr. Rutledge brings extensive law enforcement experience, including years of service with the Sheriff's Department, as well as Peace Officer Standards and Training (POST) certifications, making him a valuable addition to the Police Department's leadership team. His background reflects a strong foundation in patrol operations, investigative work, supervisory responsibilities, and Interagency coordination. Throughout his career, he has demonstrated a commitment to professional standards, community safety, and effective law enforcement leadership.

Mr. Rutledge's professional qualifications include:

- Years of service with the Sheriff's Department, with progressive responsibility in law enforcement operations
- Current Peace Officer Standards and Training (POST) certifications
- Experience in supervising personnel and coordinating field operations
- Strong understanding of criminal investigations, patrol procedures, and emergency response protocols
- Demonstrated ability to work collaboratively with allied agencies and community stakeholders
- Commitment to public safety, accountability, and community-oriented policing principles

#### **FINANCIAL IMPACT:**

The impact of the budget will be \$120,000 annually plus benefits.

**RECOMMENDATION:**

It is recommended that the City Council approve the employment agreement between the City and Brandon Rutledge for the position of Deputy Chief of Police.

**ATTACHMENTS:**

1. EXHIBIT A

**RESOLUTION NO. 2026-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,  
APPROVING THE EMPLOYMENT AGREEMENT WITH BRANDON RUTLEDGE, DEPUTY  
CHIEF OF POLICE**

**WHEREAS**, the City conducted a thorough recruitment and selection process to identify a qualified candidate for the position of Deputy Chief of Police and is scheduled to begin employment Wednesday, April 22nd, 2026; and

**WHEREAS**, Mr. Rutledge has been selected for the position of Deputy Chief of Police based on his extensive law enforcement experience and demonstrated leadership in public safety operations; and

**WHEREAS**, Mr. Rutledge brings extensive experience with the Sheriff's Department, including progressive responsibility in law enforcement operations, as well as current Peace Officer Standards and Training (POST) certifications; and

**WHEREAS**, Mr. Rutledge possesses a strong background in patrol operations, criminal investigations, supervisory responsibilities, and interagency coordination; and

**WHEREAS**, the City Council finds that Mr. Rutledge is well qualified to serve as Deputy Chief of Police and support the Police Department's leadership team.

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

1. That the City hereby approves the appointment of Mr. Rutledge to the position of Deputy Chief of Police based on his extensive law enforcement experience, leadership qualifications, and demonstrated commitment to public safety; and
2. That Mr. Rutledge shall be employed as Deputy Chief of Police at an annual salary of \$120,000, subject to applicable City policies, personnel rules, and approved budget appropriations; and
3. That the City Manager is hereby authorized and directed to execute all necessary employment agreements and documents to effectuate this appointment; and
4. That this action is hereby found to be in the best interests of the City of McFarland and its residents, supporting the continued delivery of effective and professional law enforcement services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 22, 2026 by the following vote:

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

## **EMPLOYMENT AGREEMENT**

This employment agreement (“Agreement”) is made on this 22<sup>nd</sup> day of April 2026, by and between the City of McFarland, a Municipal Corporation (“City”), and Brandon Rutledge (“Rutledge”). The City and Rutledge are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

### **RECITALS:**

WHEREAS, the City Council now wishes to engage the services of Rutledge as the City’s Deputy Chief of Police; and

WHEREAS, the position of Deputy Chief of Police is an “at will” position, not subject to the City’s personnel rules; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the Parties mutually agree as follows:

### **AGREEMENT**

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Rutledge as its Deputy Chief of Police as of \_\_\_\_\_, (“Effective Date”). Rutledge and the City agree to the terms and conditions of this Agreement. Rutledge shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** Rutledge’s employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Rutledge’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

The terms of the City’s personnel rules, policies, procedures, ordinances, or resolutions (collectively “Personnel Policies”) shall not apply to Rutledge unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Rutledge.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Rutledge’s employment. Subject to State and

Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Rutledge.

**4. Duties.**

**Deputy Chief of Police:** Duties may include, but are not limited to, the following:

- Assume management responsibility for the activities and operations of the Police Department, coordinating sworn and non-sworn personnel in maintaining order, protecting life and property, investigating crimes, and enforcing laws and municipal ordinances.
- Serve as second-in-command to the Police Chief; oversee day-to-day operations of a bureau or division; conduct organizational, operational, and policy studies; and recommend modifications as appropriate.
- Develop and implement departmental goals, objectives, policies, procedures, and priorities for assigned programs; recommend and administer policies and procedures.
- Respond to emergency situations as needed; work a flexible schedule including nights, weekends, and holidays.
- Monitor and evaluate efficiency and effectiveness of service delivery; recommend service and staffing levels within departmental policy.
- Review crime reports and current law enforcement literature to determine trends and make operational recommendations.
- Plan, direct, coordinate, and review the work of assigned staff; assign projects and evaluate outcomes; identify and resolve problems.
- Select, train, motivate, and evaluate personnel; coordinate police training programs; implement discipline and termination procedures as necessary.
- Participate in the development and administration of the departmental budget; monitor expenditure; forecast needs for staffing, equipment, and supplies.
- Prepare special reports, correspondence, and statistical information; analyze and evaluate recommendations from personnel.
- Serve as liaison with other departments, agencies, elected officials, media, and the public; negotiate and resolve sensitive and complex issues.
- Represent the Police Department in community meetings and professional organizations.
- Serve as acting Police Chief as assigned.
- Establish and direct training programs for sworn and non-sworn personnel, including recruit Field Training Programs.
- Perform other duties as assigned.

**5. Term.** Except as hereinafter described, the term of this Agreement shall be for three (3) years commencing on the Effective Date. The term of this contract shall automatically renew for an additional one (1) year on the effective date after the initial - three (3) year term, unless mutually agreed by both parties to renegotiate the terms of this contract. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

**6. Termination.** Rutledge's "at-will" employment as Deputy Chief of Police may be terminated as follows:

- a. **Resignation.** If Rutledge elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
- b. **Retirement.** If Rutledge elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
- c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Rutledge's employment as Deputy Chief of Police at any time, "without cause" or advance notice.
- d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Rutledge's employment at any time, "with cause." "Cause" shall include, but not be limited to:
  - i. Willful misconduct or gross negligence;
  - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
  - iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
  - iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
  - v. Rutledge's death; or
  - vi. If Rutledge is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision I which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
  - vii. Rutledge's permanent disability if such disability precludes Rutledge from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

- 7. **Salary and Benefits.** Rutledge's salary and other benefits for all work or services called for under this Agreement shall be as follows:

- A. **Salary.** Commencing on the Effective Date, Rutledge’s annual salary shall be one hundred and twenty thousand dollars (\$120,000) which shall be paid in bi-weekly pay periods. Rutledge shall be entitled to a Cost-of-Living Adjustment (“COLA”) during each year of this agreement. Rutledge will receive a 3% Cost of Living Adjustment (COLA) to base salary on each anniversary of this Agreement for the duration of the contract. Any salary increases in addition to COLA shall be implemented by written amendment to this Agreement and upon approval by the City Council.
- B. **Vacation.** Rutledge shall cash out the vacation he has accrued as the Deputy Chief of Police and shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year following the effective date, any unused hours shall be cashed out prior to his accrual of an additional eighty (80) hours.
- C. **Sick Leave.** Rutledge shall keep the sick leave he has accrued as the Deputy Chief of Police and shall continue to accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
- D. **Administrative Leave.** Rutledge shall cash out the administrative leave accrued as Deputy Chief of Police and will continue to receive eighty (80) hours of administrative leave per year, commencing on the effective date administrative leave will not carry over calendar years. At the end of each year of Rutledge’ employment, any unused hours shall be cashed out prior to his accrual of an additional forty (80) hours.
- E. **Holiday and Other Leaves.** Rutledge shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
- F. **Health Insurance Benefits.** City shall provide health insurance coverage for Rutledge and his family consistent with the health insurance benefits provided to City employees. Rutledge may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
- G. **Term Life Insurance.** The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Rutledge shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Rutledge.
- H. **Vehicle.** Rutledge shall be assigned a take home vehicle, and the City shall be responsible for all associated maintenance and fuel costs associated with the use of such vehicle. Rutledge must adhere to all City policies and procedures regarding the use of City vehicles.
- I. **Cell Phone.** City shall provide Rutledge with a cell phone purchased by City to be used by Rutledge exclusively for performance of His duties under this Agreement and City

shall pay the monthly charges for the cell phone data usage. Alternatively, at Rutledge's election, City will pay Rutledge an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Rutledge acknowledges that use of the City provided cell phone, or his personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

**J. Retirement.** City represents and Rutledge acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Rutledge's salary annually to Rutledge's 401(k) or deferred compensation retirement account. Rutledge shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.

**K. Expenses.** City shall reimburse Rutledge for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Rutledge shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.

**L. Uniform Allowance.** Rutledge shall receive a uniform allowance of twelve hundred dollars (\$1200.00) per year. The allowance is payable as in two (2) equal payments of six hundred dollars (\$600.00) paid in the first full pay period in January and the first full pay period in July.

**8. Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Rutledge under any law or ordinance. City shall defend, save harmless and indemnify Rutledge from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as Deputy Chief of Police , provided the Claims arise while Rutledge is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

**9. Evaluation.** The City Manager shall evaluate Rutledge after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

**10. Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

**City**  
City Manager, City of McFarland  
401 West Kern Avenue

**Rutledge**  
Brandon Rutledge  




Either party may change His or its address by providing written notice to the other party in the manner described herein.

## **11. General Provisions.**

- A. Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties’ Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- F. Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

- H. Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- J. Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.
- K. Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. Execution.** This Agreement is effective August 20, 2023. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. Non-Interest.** Except for Rutledge, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:
- a.** Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Rutledge, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.

- b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.
- c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.
- d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Rutledge shall comply with all those requirements of law and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Rutledge represents that He has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

**P. Independent Legal Advice.** City and Rutledge represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Rutledge further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

*[Signature Page Follows]*

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

Dated: \_\_\_\_\_

**CITY OF MCFARLAND**

By: \_\_\_\_\_

Diego Viramontes

Title: City Manager

Dated: \_\_\_\_\_

**EMPLOYEE**

By: \_\_\_\_\_

Brandon Rutledge

APPROVED AS TO FORM:

By: \_\_\_\_\_

Nathan M. Hodges, Esq.  
Hodges Law Group  
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Deputy Chief of Police