



# 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, June 24, 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 <https://www.youtube.com/@CityofMcFarland-y4p/videos> will be available approximately one week following the meeting.

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

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

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

**CALL TO ORDER:** Mayor Saul Ayon

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

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

**INVOCATION:** Council Member María T. Pérez

**PLEDGE OF ALLEGIANCE:** Council Member Martin Gutierrez

**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**

**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.

1. Approval of Expense Report in the Amount of \$751,012.84 from 5/30/2026 to 6/12/2026.
2. Approval of June 10, 2026, Regular City Council Meeting Minutes
3. Approval of June 10, 2026, Special City Council Meeting Minutes
4. Approval of Resolution No. 2026-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING THE PROCEDURAL RULES FOR THE CONDUCT OF THE CITY COUNCIL MEETINGS
5. Approval of Resolution No. 2026-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CLEARGOV, INC. FOR BUDGET CYCLE MANAGEMENT AND FINANCIAL OPERATIONS REPORTING SOFTWARE
6. Second Reading and Adoption of Ordinance No. 5-2026 A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-030-12 AND 060-030-08

**PUBLIC HEARINGS**

**ADMINISTRATIVE AGENDA**

7. Approval of Resolution No. 2026-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC SERVICE DURING CITY COUNCIL MEETINGS

**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 (SJV)

### **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**

### **ADJOURNMENT**

This is to certify this agenda was posted at McFarland City Hall on June 19, 2026.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

### **Next Meeting: Regular City Council July 8, 2026.**

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. Special meeting needs hour change

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:** McGavin

**Breed:** Cattle Dog

**Age:** 2 years 4 months

**Sex:** Male

**Description:** McGavin is very playful, curious and loving. You can't buy happiness, but you can adopt it. Apply to adopt at McFarland Animal Shelter.

Adopt Don't Shop!



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





City of McFarland, CA

# Expense Approval Report

## By Vendor Name

Payment Dates 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 4leaf - 4Leaf Inc</b>					
4Leaf Inc	J4465A	06/04/2026	Inv. J4465A Code Enforcement..	01-165-56000-0000-1	145.00
<b>Vendor 4leaf - 4Leaf Inc Total:</b>					<b>145.00</b>
<b>Vendor: AAA Services - AAA Services</b>					
AAA Services	168767	06/04/2026	Inv. 168767 Annual Service- Fi...	01-155-56000-0000-1	286.59
<b>Vendor AAA Services - AAA Services Total:</b>					<b>286.59</b>
<b>Vendor: ABC Health Professio - ABC Health Professionals, Inc</b>					
ABC Health Professionals, Inc	EM028233	06/11/2026	INV EM027963 Physical 04/30...	34-520-56000-0000-1	78.00
<b>Vendor ABC Health Professio - ABC Health Professionals, Inc Total:</b>					<b>78.00</b>
<b>Vendor: Advanced Data Storang - Advanced Data Storage, Inc.</b>					
Advanced Data Storage, Inc.	0242064	06/04/2026	Inv. 0242064 Service Console ...	01-130-52200-0000-1	41.40
Advanced Data Storage, Inc.	0242065	06/10/2026	Inv. 0242065 Service Console ...	01-150-52200-0000-1	20.70
Advanced Data Storage, Inc.	0242065	06/10/2026	Inv. 0242065 Service Console ...	01-180-52200-0000-1	20.70
<b>Vendor Advanced Data Storang - Advanced Data Storage, Inc. Total:</b>					<b>82.80</b>
<b>Vendor: AEP California - AEP California LLC</b>					
AEP California LLC	INV0040868	06/10/2026	INV0040868 K9 Rear Cargo U...	01-150-52940-0000-1	3,794.62
<b>Vendor AEP California - AEP California LLC Total:</b>					<b>3,794.62</b>
<b>Vendor: Aflac - Aflac</b>					
Aflac	INV0033561	06/11/2026	AFLAC - Accident	01-22400-0000-1	20.93
Aflac	INV0033561	06/11/2026	AFLAC - Accident	20-22400-0000-1	6.97
Aflac	INV0033561	06/11/2026	AFLAC - Accident	30-22400-0000-1	13.96
Aflac	INV0033561	06/11/2026	AFLAC - Accident	32-22400-0000-1	13.94
Aflac	INV0033562	06/11/2026	Critical Illness - AFLAC	01-22400-0000-1	15.93
Aflac	INV0033562	06/11/2026	Critical Illness - AFLAC	20-22400-0000-1	5.31
Aflac	INV0033562	06/11/2026	Critical Illness - AFLAC	30-22400-0000-1	14.62
Aflac	INV0033562	06/11/2026	Critical Illness - AFLAC	32-22400-0000-1	14.60
Aflac	INV0033563	06/11/2026	Health FSA	01-22600-0000-1	47.32
Aflac	INV0033563	06/11/2026	Health FSA	30-22600-0000-1	17.32
Aflac	INV0033563	06/11/2026	Health FSA	31-22600-0000-1	5.78
Aflac	INV0033563	06/11/2026	Health FSA	32-22600-0000-1	17.27
Aflac	INV0033564	06/11/2026	Hospital - AFLAC	01-22400-0000-1	41.36
Aflac	INV0033564	06/11/2026	Hospital - AFLAC	20-22400-0000-1	13.78
Aflac	INV0033564	06/11/2026	Hospital - AFLAC	30-22400-0000-1	4.04
Aflac	INV0033564	06/11/2026	Hospital - AFLAC	32-22400-0000-1	4.00
Aflac	INV0033584	06/11/2026	AFLAC - Accident	01-22400-0000-1	152.52
Aflac	INV0033585	06/11/2026	Cancer - AFLAC	01-22400-0000-1	137.41
Aflac	INV0033586	06/11/2026	Critical Illness - AFLAC	01-22400-0000-1	89.58
Aflac	INV0033587	06/11/2026	Hospital - AFLAC	01-22400-0000-1	182.76
Aflac	INV0033618	06/11/2026	AFLAC - Accident	01-22400-0000-1	31.62
Aflac	INV0033618	06/11/2026	AFLAC - Accident	30-22400-0000-1	4.29
Aflac	INV0033618	06/11/2026	AFLAC - Accident	31-22400-0000-1	4.29
Aflac	INV0033618	06/11/2026	AFLAC - Accident	32-22400-0000-1	4.26
Aflac	INV0033619	06/11/2026	Cancer - AFLAC	01-22400-0000-1	10.35
Aflac	INV0033619	06/11/2026	Cancer - AFLAC	30-22400-0000-1	18.32
Aflac	INV0033619	06/11/2026	Cancer - AFLAC	31-22400-0000-1	5.59
Aflac	INV0033619	06/11/2026	Cancer - AFLAC	32-22400-0000-1	18.30
Aflac	INV0033620	06/11/2026	Critical Illness - AFLAC	01-22400-0000-1	8.30
Aflac	INV0033620	06/11/2026	Critical Illness - AFLAC	30-22400-0000-1	13.92
Aflac	INV0033620	06/11/2026	Critical Illness - AFLAC	31-22400-0000-1	2.95
Aflac	INV0033620	06/11/2026	Critical Illness - AFLAC	32-22400-0000-1	13.89
Aflac	INV0033621	06/11/2026	Health FSA	01-22600-0000-1	9.62
Aflac	INV0033621	06/11/2026	Health FSA	30-22600-0000-1	28.85
Aflac	INV0033621	06/11/2026	Health FSA	31-22600-0000-1	28.85

**Expense Approval Report**

**Payment Dates: 5/30/2026 - 6/12/2026**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Aflac	INV0033621	06/11/2026	Health FSA	32-22600-0000-1	28.83
Aflac	INV0033622	06/11/2026	Hospital - AFLAC	01-22400-0000-1	55.57
Aflac	INV0033622	06/11/2026	Hospital - AFLAC	30-22400-0000-1	10.08
Aflac	INV0033622	06/11/2026	Hospital - AFLAC	31-22400-0000-1	10.08
Aflac	INV0033622	06/11/2026	Hospital - AFLAC	32-22400-0000-1	10.07
<b>Vendor Aflac - Aflac Total:</b>					<b>1,137.43</b>

**Vendor: AG Spray - AG Spray Equipment**

AG Spray Equipment	167380	05/27/2026	INV 167380 Weed Sprayer Re...	30-500-56410-0000-1	1,220.72
AG Spray Equipment	155852	06/11/2026	INV 155852 Browning Well Bu...	32-510-57400-0000-1	131.78
<b>Vendor AG Spray - AG Spray Equipment Total:</b>					<b>1,352.50</b>

**Vendor: Agile Occupational M - Agile Occupational Medicine, PC**

Agile Occupational Medicine, ...	EM022023	05/27/2026	INV EM022023 06/13/2024 ...	34-520-56000-0000-1	85.00
<b>Vendor Agile Occupational M - Agile Occupational Medicine, PC Total:</b>					<b>85.00</b>

**Vendor: Alpha Tech & Alarm S - Alpha Technologies & Alarm Systems, Inc.**

Alpha Technologies & Alarm S...	261207	06/11/2026	INV 261207 04/08/2026	01-190-52200-0000-1	1,135.00
<b>Vendor Alpha Tech &amp; Alarm S - Alpha Technologies &amp; Alarm Systems, Inc. Total:</b>					<b>1,135.00</b>

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

Amazon Capital Services, Inc.	11LX-6KQD-MQP7	05/27/2026	Inv.11LX-6KQD-MQP7 City Co...	01-105-52910-2607-1	1,877.38
Amazon Capital Services, Inc.	1JH3-VHDY-DHKY	05/27/2026	Inv.1JH3-VHDY-DHKY City Cou...	01-105-52910-2607-1	3,767.31
Amazon Capital Services, Inc.	1PXR-FTTY-PT77	05/27/2026	INV 1PXR-FTTY-PT77 WWTP M...	30-500-57400-0000-1	1,864.89
Amazon Capital Services, Inc.	1RPF-X36G-JFKQ	05/27/2026	INV 1RPF-X36G-JFKQ Transit S...	34-520-57400-0000-1	44.73
Amazon Capital Services, Inc.	1VTC-3XCF-GLPT	05/29/2026	INV# 1VTC-3XCF-GLPT Finance...	01-115-57200-0000-1	75.10
Amazon Capital Services, Inc.	1X19-HXFH-H7X7	05/27/2026	INV 1X19-HXFH-H7X7 Streets ...	01-180-56600-0000-1	37.67
Amazon Capital Services, Inc.	1YDG-V3VR-MH37	05/27/2026	Inv. 1YDG-V3VR-MH37 Office ...	01-150-57200-0000-1	39.57
Amazon Capital Services, Inc.	1YDG-V3VR-MH37	05/27/2026	Inv. 1YDG-V3VR-MH37 Ops S...	01-155-57400-0000-1	61.17
Amazon Capital Services, Inc.	1YFG-C1MC-PMVG	06/01/2026	Inv. 1YFG-C1MC-PMVG Office ...	01-150-57200-0000-1	361.18
Amazon Capital Services, Inc.	11D1-9Y1Y-PRP3	05/28/2026	INV 11D1-9Y1Y-PRP3 Transit S...	34-520-57200-0000-1	44.62
Amazon Capital Services, Inc.	16KH-T7LN-QG3Y P	06/04/2026	INV 16KH-T7LN-QG3Y Public ...	01-180-50100-0000-1	2.07
Amazon Capital Services, Inc.	16KH-T7LN-QG3Y P	06/04/2026	INV 16KH-T7LN-QG3Y Public ...	30-500-50100-0000-1	3.12
Amazon Capital Services, Inc.	16KH-T7LN-QG3Y P	06/04/2026	INV 16KH-T7LN-QG3Y Public ...	31-505-50100-0000-1	2.07
Amazon Capital Services, Inc.	16KH-T7LN-QG3Y P	06/04/2026	INV 16KH-T7LN-QG3Y Public ...	32-510-50100-0000-1	3.11
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	01-180-50100-0000-1	11.19
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	20-200-50100-0000-1	11.19
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	30-500-50100-0000-1	11.19
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	31-505-50100-0000-1	11.19
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	32-510-50100-0000-1	11.19
Amazon Capital Services, Inc.	17VD-N1NW-67Y1	06/04/2026	INV 17VD-N1NW-67Y1 Public...	34-520-50100-0000-1	11.21
Amazon Capital Services, Inc.	11JX-1XWC1-NCXG	06/11/2026	INV 11JX-1WC1-NCXG Council...	01-105-52910-2607-1	384.28
Amazon Capital Services, Inc.	16KT-9LW3-VGQQ	06/11/2026	INV 16KT-9LW3-VGQQ WWTP...	30-500-57400-0000-1	34.95
Amazon Capital Services, Inc.	1DWT-XNFT-KP76	06/11/2026	INV 1DWT-XNFT-KP76 City Hall...	01-190-56400-0000-1	99.95
Amazon Capital Services, Inc.	1MQ7-NQQN-HFVV	06/11/2026	INV 1MQ7-NQQN-HFVV WWTP...	30-500-57400-0000-1	98.61
Amazon Capital Services, Inc.	1NKM-MT1L-HTHR	06/11/2026	INV 1NKM-MT1L-HTHR WWTP...	30-500-57400-0000-1	485.19
Amazon Capital Services, Inc.	1PCR-FMHX-H4PT	06/11/2026	INV 1PCR-FMHX-H4PT Water ...	32-510-57200-0000-1	34.39
Amazon Capital Services, Inc.	1R13-Y4MY-JXY9	06/11/2026	INV 1R13-Y4MY-JXY9 Water D...	32-510-57200-0000-1	15.99
Amazon Capital Services, Inc.	1VX7-DXQX-KDH4	06/11/2026	INV 1VX7-DXQX-KDH4 Office ...	01-105-57200-0000-1	55.41
Amazon Capital Services, Inc.	1VX7-DXQX-KDH4	06/11/2026	INV 1T61-C6Q6-61YL- Office S...	01-111-57200-0000-1	39.74
Amazon Capital Services, Inc.	1VX7-DXQX-KDH4	06/11/2026	INV 1T61-C6Q6-61YL- Office S...	01-112-57200-0000-1	104.25
Amazon Capital Services, Inc.	1W77-DMCY-FVXN	06/11/2026	INV 1W77-DMCY-FVXN LLMD ...	20-200-58100-0000-1	111.42
<b>Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:</b>					<b>9,715.33</b>

**Vendor: American Office Solu - American Office Solutions, LLC**

American Office Solutions, LLC	27009	06/04/2026	INV 27009 06/01/2026 ArcTit...	01-310-52200-0000-1	432.00
American Office Solutions, LLC	27096	06/09/2026	INV 27096 05/31/2026 Email ...	01-310-52200-0000-1	100.00
American Office Solutions, LLC	27098	06/09/2026	INV 27098 05/31/2026 Email ...	01-310-52200-0000-1	100.00
<b>Vendor American Office Solu - American Office Solutions, LLC Total:</b>					<b>632.00</b>

**Vendor: att mobility - AT&T Mobility National Accounts LLC**

AT&T Mobility National Accou...	622000	05/27/2026	Inv. 622000 Communication S...	01-150-57800-0000-1	145.00
<b>Vendor att mobility - AT&amp;T Mobility National Accounts LLC Total:</b>					<b>145.00</b>

Expense Approval Report

Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: At&amp;t Mobility - At&amp;t Mobility</b>					
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	01-180-57800-0000-1	47.75
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	20-200-57800-0000-1	15.92
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	30-500-57800-0000-1	204.78
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	31-505-57800-0000-1	13.64
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	32-510-57800-0000-1	154.25
At&t Mobility	June 2026 Monthly 28730424...	06/10/2026	June 2026 Monthly 28730424...	34-520-57800-0000-1	50.03
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-110-57800-0000-1	14.53
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-111-57800-0000-1	34.46
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-112-57800-0000-1	26.52
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-115-57800-0000-1	31.35
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-140-57800-0000-1	19.61
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-160-57800-0000-1	84.23
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-165-57800-0000-1	21.54
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	01-175-57800-0000-1	16.81
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	30-500-57800-0000-1	154.59
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	31-505-57800-0000-1	34.68
At&t Mobility	June 2026 Monthly 28723797...	06/11/2026	June 2026 Monthly 28723797...	32-510-57800-0000-1	154.59
<b>Vendor At&amp;t Mobility - At&amp;t Mobility Total:</b>					<b>1,079.28</b>
<b>Vendor: Auto Zone - Auto Zone</b>					
Auto Zone	06270301749	05/26/2026	Credit INV 06270301749	32-510-56600-0000-1	-71.01
Auto Zone	06270300664	05/27/2026	INV 06270300664 Water Dept...	32-510-56600-0000-1	362.15
<b>Vendor Auto Zone - Auto Zone Total:</b>					<b>291.14</b>
<b>Vendor: Baker Supplies and R - Baker Supplies and Repairs</b>					
Baker Supplies and Repairs	14252	05/27/2026	INV 14252 LLMD Supplies 5/4...	20-200-56700-0000-1	188.34
<b>Vendor Baker Supplies and R - Baker Supplies and Repairs Total:</b>					<b>188.34</b>
<b>Vendor: BHT Engineering, Inc - BHT Engineering, Inc.</b>					
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2306-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2318-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2401-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2403-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2508-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2509-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2510-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2511-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2512-1	89.00
BHT Engineering, Inc.	MC26-025	05/27/2026	INV MC26-025 Street Rehab-C...	25-000-52960-2514-1	89.00
BHT Engineering, Inc.	MC26-026	05/27/2026	INV MC26-026 Garzoli Ave-Pe...	25-000-52960-2519-1	10,550.00
BHT Engineering, Inc.	MC26-027	05/27/2026	INV MC26-027 PD Building 4/...	25-000-52910-2504-1	6,116.55
<b>Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:</b>					<b>17,556.55</b>
<b>Vendor: Boot Barn - Boot Barn Inc.</b>					
Boot Barn Inc.	INV00611820	06/04/2026	FY25-26 Boot Allowance INVO...	01-180-51800-0000-1	70.00
Boot Barn Inc.	INV00611820	06/04/2026	FY25-26 Boot Allowance INVO...	01-190-51800-0000-1	50.00
Boot Barn Inc.	INV00611820	06/04/2026	FY25-26 Boot Allowance INVO...	20-200-51800-0000-1	50.00
Boot Barn Inc.	INV00611820	06/04/2026	FY25-26 Boot Allowance INVO...	34-520-51800-0000-1	30.00
Boot Barn Inc.	INV00611821	06/04/2026	FY25-26 Boot Allowance INVO...	30-500-51800-0000-1	97.52
Boot Barn Inc.	INV00611821	06/04/2026	FY25-26 Boot Allowance INVO...	32-510-51800-0000-1	97.52
<b>Vendor Boot Barn - Boot Barn Inc. Total:</b>					<b>395.04</b>
<b>Vendor: BraxBro, Inc. - BraxBro, Inc.</b>					
BraxBro, Inc.	1787	05/27/2026	INV 1787 Browning Well RO S...	32-510-56000-0000-1	1,000.00
BraxBro, Inc.	1805	06/02/2026	INV 1805 Browning Well RO S...	32-510-56000-0000-1	1,238.00
<b>Vendor BraxBro, Inc. - BraxBro, Inc. Total:</b>					<b>2,238.00</b>
<b>Vendor: Brenntag - Brenntag Pacific Inc.</b>					
Brenntag Pacific Inc.	BPI593364	06/10/2026	INV BPI593364 Garzoli Well C...	32-510-58200-0000-1	1,372.19
Brenntag Pacific Inc.	BPI599863	06/10/2026	INV BPI599863 Garzoli Well C...	32-510-58200-0000-1	3,302.78
Brenntag Pacific Inc.	BPI600662	06/10/2026	INV BPI600662 Browning Well...	32-510-58200-0000-1	1,882.21
Brenntag Pacific Inc.	BPI601982	06/10/2026	INV BPI601982 WWTP Chemic...	32-510-58200-0000-1	1,108.48
Brenntag Pacific Inc.	BPI604670	06/10/2026	INV BPI604670 Garzoli Well C...	32-510-58200-0000-1	1,882.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Brenntag Pacific Inc.	BPI604671	06/10/2026	INV BPI604671 Well 6 LA Che...	32-510-57400-0000-1	3,016.60
Brenntag Pacific Inc.	BPI604970	06/11/2026	INV BPI604970 Storage Tank L...	32-510-57400-0000-1	813.58
<b>Vendor Brenntag - Brenntag Pacific Inc. Total:</b>					<b>13,378.05</b>

**Vendor: BSK Associates - BSK Associates**

BSK Associates	BJ02133	05/27/2026	INV BJ02133 B-Coliform 4/28/...	32-510-58200-0000-1	94.33
BSK Associates	BJ02115	05/28/2026	INV BJ02115 WWTP BOD & TS...	30-500-58200-0000-1	150.00
BSK Associates	BJ02602	06/04/2026	INV BJ02602 WWTP BOD & TS...	30-500-58200-0000-1	150.00
BSK Associates	BJ02286	06/11/2026	INV BJ02286 B-Coliform 5/7/26	32-510-58200-0000-1	122.44
BSK Associates	BJ02377	06/11/2026	INV BJ02377 WWTP BOD & TS...	30-500-58200-0000-1	280.00
BSK Associates	BJ02406	06/11/2026	INV BJ02406 B-Coliform 5/14/...	30-500-58200-0000-1	122.44
BSK Associates	BJ02460	06/11/2026	INV BJ02460 WWTP BOD & TS...	30-500-58200-0000-1	150.00
BSK Associates	BJ02515	06/11/2026	INV BJ02515 B-Coliform 5/21/...	32-510-58200-0000-1	122.44
BSK Associates	BJ02586	06/11/2026	INV BJ02586 Arsenic, CA DW I...	32-510-58200-0000-1	85.00
BSK Associates	BJ02636	06/11/2026	INV BJ02636 B-Quanti-Tray 51...	32-510-58200-0000-1	94.33
BSK Associates	BJ02719	06/11/2026	INV BJ02719 B-Coliform 6/1/26	32-510-58200-0000-1	122.44
<b>Vendor BSK Associates - BSK Associates Total:</b>					<b>1,493.42</b>

**Vendor: CA DCSS - California Dept of Child Support Services**

California Dept of Child Suppo...	INV0033574	06/11/2026	CA Dept Child Support Services	30-22350-0000-1	17.32
California Dept of Child Suppo...	INV0033574	06/11/2026	CA Dept Child Support Services	32-22350-0000-1	17.29
<b>Vendor CA DCSS - California Dept of Child Support Services Total:</b>					<b>34.61</b>

**Vendor: CSTC - California Safety Training Corporation**

California Safety Training Cor...	FC 4294935826	05/28/2026	INV FC 4294935826 CA Safety ...	01-180-56800-0000-1	16.16
<b>Vendor CSTC - California Safety Training Corporation Total:</b>					<b>16.16</b>

**Vendor: Vulcan Materials Co - CalMat Co.**

CalMat Co.	622161	06/11/2026	INV 622161 Finance Charge 4/...	01-180-56500-0000-1	42.64
CalMat Co.	6340578	06/11/2026	INV 6340578 Street Dept. Asp...	01-180-56500-0000-1	833.45
<b>Vendor Vulcan Materials Co - CalMat Co. Total:</b>					<b>876.09</b>

**Vendor: Cintas - Cintas Corporation No.3**

Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	01-180-51800-0000-1	124.48
Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	01-190-51800-0000-1	62.40
Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	20-200-51800-0000-1	34.84
Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	30-500-51800-0000-1	79.11
Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	32-510-51800-0000-1	79.11
Cintas Corporation No.3	4270850775	06/04/2026	INV 4270850775 PW Laundry ...	32-510-57400-0000-1	151.07
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	01-180-51800-0000-1	128.33
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	01-190-51800-0000-1	64.32
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	20-200-51800-0000-1	35.94
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	30-500-51800-0000-1	81.55
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	32-510-51800-0000-1	81.55
Cintas Corporation No.3	4271699480	06/10/2026	INV 4271699480 PW Laundry ...	32-510-57400-0000-1	671.53
<b>Vendor Cintas - Cintas Corporation No.3 Total:</b>					<b>1,594.23</b>

**Vendor: MCF Petty Cash - City of McFarland - Petty Cash**

City of McFarland - Petty Cash	Vanessa Barron -Alice Inst Cert..	06/10/2026	Vanessa Barron -Alice Inst Cert..	01-150-52000-0000-1	215.00
<b>Vendor MCF Petty Cash - City of McFarland - Petty Cash Total:</b>					<b>215.00</b>

**Vendor: Core & Main LP - Core & Main LP**

Core & Main LP	Y992656	06/11/2026	INV Y992656 STRT Ball & Rub...	32-510-57400-0000-1	977.11
Core & Main LP	Z142794	06/11/2026	INV Z142794 WWTP Influent ...	30-500-56410-0000-1	535.33
<b>Vendor Core &amp; Main LP - Core &amp; Main LP Total:</b>					<b>1,512.44</b>

**Vendor: De Lage Landen - De Lage Landen Financial Services Inc**

De Lage Landen Financial Serv...	597395775	06/10/2026	Inv. 597395775 06/07/2026 5...	01-150-52200-0000-1	114.71
De Lage Landen Financial Serv...	597396304	06/10/2026	Inv. 597396304 06/07/2026 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>

**Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc**

Dee Jaspar & Associates, Inc	26-00433	06/10/2026	INV 26-00433 Perkins Ave. We...	32-510-52910-2313-1	5,327.81
Dee Jaspar & Associates, Inc	26-00435	06/10/2026	INV 26-00435 Elmo Well Proje...	32-510-52910-2532-1	8,175.72
Dee Jaspar & Associates, Inc	26-00436	06/10/2026	INV 26-00436 Tract 7394 Insp...	01-140-56000-0000-1	1,717.59
<b>Vendor Dee Jaspar - Dee Jaspar &amp; Associates, Inc Total:</b>					<b>15,221.12</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: DEL-TECH - DEL-TECH</b>					
DEL-TECH	7577	06/11/2026	INV 7577 WWTP Ground Wat...	30-500-58200-0000-1	880.00
<b>Vendor DEL-TECH - DEL-TECH Total:</b>					<b>880.00</b>

<b>Vendor: Doolittle Constructi - Doolittle Construction LLC</b>					
Doolittle Construction LLC	CA26SLY002 Pay Application 1	06/04/2026	CA26SLY002 Pay Application 1	25-000-52960-2404-1	221,038.35
<b>Vendor Doolittle Constructi - Doolittle Construction LLC Total:</b>					<b>221,038.35</b>

<b>Vendor: EDD - EDD</b>					
EDD	INV0033577	06/11/2026	State Income Tax Withholding	01-22200-0000-1	1,055.13
EDD	INV0033577	06/11/2026	State Income Tax Withholding	20-22200-0000-1	66.07
EDD	INV0033577	06/11/2026	State Income Tax Withholding	30-22200-0000-1	228.12
EDD	INV0033577	06/11/2026	State Income Tax Withholding	31-22200-0000-1	28.96
EDD	INV0033577	06/11/2026	State Income Tax Withholding	32-22200-0000-1	228.49
EDD	INV0033577	06/11/2026	State Income Tax Withholding	34-22200-0000-1	83.19
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	01-22200-0000-1	558.67
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	20-22200-0000-1	53.22
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	30-22200-0000-1	218.90
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	31-22200-0000-1	32.27
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	32-22200-0000-1	219.07
EDD	INV0033578	06/11/2026	SDI - State Disability Insurance	34-22200-0000-1	35.77
EDD	INV0033579	06/11/2026	State Unemployment Insuran...	30-22250-0000-1	18.27
EDD	INV0033579	06/11/2026	State Unemployment Insuran...	32-22250-0000-1	18.25
EDD	INV0033580	06/11/2026	Employment Training Tax	30-22275-0000-1	0.51
EDD	INV0033580	06/11/2026	Employment Training Tax	32-22275-0000-1	0.50
EDD	INV0033611	06/11/2026	State Income Tax Withholding	01-22200-0000-1	5,365.19
EDD	INV0033612	06/11/2026	SDI - State Disability Insurance	01-22200-0000-1	1,456.70
EDD	INV0033613	06/11/2026	State Unemployment Insuran...	01-22250-0000-1	59.76
EDD	INV0033614	06/11/2026	Employment Training Tax	01-22275-0000-1	1.66
EDD	INV0033628	06/11/2026	State Income Tax Withholding	01-22200-0000-1	415.03
EDD	INV0033628	06/11/2026	State Income Tax Withholding	20-22200-0000-1	9.58
EDD	INV0033628	06/11/2026	State Income Tax Withholding	30-22200-0000-1	261.03
EDD	INV0033628	06/11/2026	State Income Tax Withholding	31-22200-0000-1	212.05
EDD	INV0033628	06/11/2026	State Income Tax Withholding	32-22200-0000-1	260.98
EDD	INV0033628	06/11/2026	State Income Tax Withholding	34-22200-0000-1	9.57
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	01-22200-0000-1	188.96
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	20-22200-0000-1	3.55
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	30-22200-0000-1	81.07
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	31-22200-0000-1	51.53
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	32-22200-0000-1	81.06
EDD	INV0033629	06/11/2026	SDI - State Disability Insurance	34-22200-0000-1	3.54
EDD	INV0033630	06/11/2026	State Unemployment Insuran...	01-22250-0000-1	132.60
EDD	INV0033631	06/11/2026	Employment Training Tax	01-22275-0000-1	3.68
<b>Vendor EDD - EDD Total:</b>					<b>11,442.93</b>

<b>Vendor: EFTPS - Electronic Federal Tax Payment System</b>					
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	01-22050-0000-1	2,477.21
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	20-22050-0000-1	217.06
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	30-22050-0000-1	540.47
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	31-22050-0000-1	78.09
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	32-22050-0000-1	541.04
Electronic Federal Tax Paymen...	INV0033575	06/11/2026	Federal Income Tax Withholdi...	34-22050-0000-1	31.76
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	01-22100-0000-1	5,328.62
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	20-22100-0000-1	507.78
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	30-22100-0000-1	2,087.28
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	31-22100-0000-1	307.70
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	32-22100-0000-1	2,090.56
Electronic Federal Tax Paymen...	INV0033576	06/11/2026	Social Security	34-22100-0000-1	341.20
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	01-22150-0000-1	1,246.26
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	20-22150-0000-1	118.76
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	30-22150-0000-1	488.26
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	31-22150-0000-1	71.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	32-22150-0000-1	488.70
Electronic Federal Tax Paymen...	INV0033581	06/11/2026	Medicare	34-22150-0000-1	79.78
Electronic Federal Tax Paymen...	INV0033609	06/11/2026	Federal Income Tax Withholdi...	01-22050-0000-1	12,022.58
Electronic Federal Tax Paymen...	INV0033610	06/11/2026	Social Security	01-22100-0000-1	14,018.72
Electronic Federal Tax Paymen...	INV0033615	06/11/2026	Medicare	01-22150-0000-1	3,278.54
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	01-22050-0000-1	1,075.88
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	20-22050-0000-1	20.09
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	30-22050-0000-1	462.63
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	31-22050-0000-1	397.28
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	32-22050-0000-1	462.57
Electronic Federal Tax Paymen...	INV0033626	06/11/2026	Federal Income Tax Withholdi...	34-22050-0000-1	20.07
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	01-22100-0000-1	1,802.34
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	20-22100-0000-1	33.84
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	30-22100-0000-1	773.32
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	31-22100-0000-1	491.56
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	32-22100-0000-1	773.20
Electronic Federal Tax Paymen...	INV0033627	06/11/2026	Social Security	34-22100-0000-1	33.82
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	01-22150-0000-1	421.54
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	20-22150-0000-1	7.94
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	30-22150-0000-1	180.86
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	31-22150-0000-1	114.98
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	32-22150-0000-1	180.82
Electronic Federal Tax Paymen...	INV0033632	06/11/2026	Medicare	34-22150-0000-1	7.86
<b>Vendor EFTPS - Electronic Federal Tax Payment System Total:</b>					<b>53,622.95</b>

Vendor: Elizabeth Zamora - Elizabeth Zamora

Elizabeth Zamora	INV0033536	06/04/2026	Veterans Hall Rental Deposit 5...	01-24000-0000-1	500.00
<b>Vendor Elizabeth Zamora - Elizabeth Zamora Total:</b>					<b>500.00</b>

Vendor: EDIS - Employer Driven Insurance Services Inc

Employer Driven Insurance Se...	INV0033545	06/01/2026	MBI EDIS 06/01/2026 Bank Dr...	01-150-50500-0000-1	4.59
Employer Driven Insurance Se...	INV0033546	06/02/2026	MBI EDIS 06/02/2026 Bank Dr...	01-115-50500-0000-1	5.49
Employer Driven Insurance Se...	INV0033546	06/02/2026	MBI EDIS 06/02/2026 Bank Dr...	30-500-50500-0000-1	5.50
Employer Driven Insurance Se...	INV0033546	06/02/2026	MBI EDIS 06/02/2026 Bank Dr...	31-505-50500-0000-1	1.83
Employer Driven Insurance Se...	INV0033546	06/02/2026	MBI EDIS 06/02/2026 Bank Dr...	32-510-50500-0000-1	5.50
<b>Vendor EDIS - Employer Driven Insurance Services Inc Total:</b>					<b>22.91</b>

Vendor: flextg llc - Flex Technology Group LLC

Flex Technology Group LLC	4668000-CAL	06/10/2026	Inv. 4668000-CAL CN33785-01...	01-130-52200-0000-1	217.16
Flex Technology Group LLC	4671848-CAL	06/10/2026	Inv. 4671848-CAL CN29305-01...	01-150-52200-0000-1	249.66
<b>Vendor flextg llc - Flex Technology Group LLC Total:</b>					<b>466.82</b>

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	April.26 66179234370317155 ...	06/10/2026	April.26 66179234370317155 ...	30-500-57800-0000-1	130.43
Frontier California Inc.	June 26 66179201610621105 ...	06/10/2026	June 26 66179201610621105 ...	01-150-57800-0000-1	364.93
Frontier California Inc.	June 26 66179233910702095 ...	06/10/2026	June 26 66179233910702095 ...	30-500-57800-0000-1	309.61
Frontier California Inc.	May 26 66179201610621105 ...	06/10/2026	May 26 66179201610621105 ...	01-150-57800-0000-1	342.97
Frontier California Inc.	May 26 66179233910702095 ...	06/10/2026	May 26 66179233910702095 ...	30-500-57800-0000-1	309.61
Frontier California Inc.	May.26 66179234370317155 ...	06/10/2026	May.26 66179234370317155 ...	30-500-57800-0000-1	155.88
Frontier California Inc.	April 26 53019821940713045...	06/11/2026	April 26 53019821940713045...	32-510-57800-0000-1	86.98
Frontier California Inc.	May 26 53019821940713045...	06/11/2026	May 26 53019821940713045...	32-510-57800-0000-1	101.23
<b>Vendor Frontier - Frontier California Inc. Total:</b>					<b>1,801.64</b>

Vendor: gotocom - GoTo Communications Inc

GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-110-57800-0000-1	48.22
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-111-57800-0000-1	9.08
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-112-57800-0000-1	5.69
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-113-57800-0000-1	22.66
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-115-57800-0000-1	25.56
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-140-57800-0000-1	44.23
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-145-57800-0000-1	9.08
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-150-57800-0000-1	340.33
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-155-57800-0000-1	24.96
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-160-57800-0000-1	44.23

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-165-57800-0000-1	11.38
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-175-57800-0000-1	36.34
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	01-180-57800-0000-1	18.17
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	200-200-57800-0000-1	2.30
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	300-500-57800-0000-1	153.55
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	31-505-57800-0000-1	67.39
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	32-510-57800-0000-1	133.08
GoTo Communications Inc	IN7105430829	05/27/2026	IN7105430829 Monthly Billing...	34-520-57800-0000-1	2.10
<b>Vendor gotocom - GoTo Communications Inc Total:</b>					<b>998.35</b>

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	868189	06/09/2026	INV 868189 Water Dept. Epox...	32-510-57400-0000-1	12.44
Granite Auto Parts Inc	868227	06/09/2026	INV 868227 Community Gard...	20-200-56700-0000-1	18.90
Granite Auto Parts Inc	868230	06/09/2026	INV 868230 LLMD Supplies 3/...	20-200-57400-0000-1	9.42
Granite Auto Parts Inc	868291	06/09/2026	INV 868291 Street Sweeper S...	01-180-56440-0000-1	101.72
Granite Auto Parts Inc	868293	06/09/2026	INV 868293 Street Sweeper F...	01-180-56440-0000-1	7.03
Granite Auto Parts Inc	868455	06/09/2026	INV 868455 Water Dept. Coup...	32-510-57400-0000-1	24.89
Granite Auto Parts Inc	868460	06/09/2026	INV 868460 Water Dept. Coup...	32-510-57400-0000-1	24.67
Granite Auto Parts Inc	868564	06/09/2026	INV 868564 LLMD Supplies	01-180-56600-0000-1	215.37
Granite Auto Parts Inc	868636	06/09/2026	INV 868636 WWTP Vactor Re...	30-500-56430-0000-1	201.20
Granite Auto Parts Inc	870889	06/10/2026	INV 870889 WWTP Building G...	30-500-56400-0000-1	1,209.59
Granite Auto Parts Inc	399578	06/11/2026	INV 399578 Street Sweeper S...	01-180-56440-0000-1	209.45
Granite Auto Parts Inc	868641	06/11/2026	INV 868641 Streets Dept. Safe...	01-180-56800-0000-1	129.77
Granite Auto Parts Inc	868704	06/11/2026	INV 868704 LLMD Safety Equi...	20-200-56700-0000-1	28.66
Granite Auto Parts Inc	868738	06/11/2026	INV 868738 WWTP Blue Poly ...	32-510-57400-0000-1	32.46
Granite Auto Parts Inc	868816	06/11/2026	INV 868816 LLMD Primer Bulb	01-180-56600-0000-1	24.84
Granite Auto Parts Inc	868866	06/11/2026	INV 868866 Water Dept. Suppl...	32-510-57400-0000-1	21.11
Granite Auto Parts Inc	868867	06/11/2026	INV 868867 LLMD Fuel Pump ...	20-200-57400-0000-1	46.53
Granite Auto Parts Inc	868990	06/11/2026	INV 868990 Street Sweeper S...	01-180-56440-0000-1	51.83
Granite Auto Parts Inc	868998	06/11/2026	INV 868998 Water Dept. AGC...	32-510-57400-0000-1	3.59
Granite Auto Parts Inc	869006	06/11/2026	INV 869006 Water Dept. AGC...	32-510-57400-0000-1	3.80
Granite Auto Parts Inc	869030	06/11/2026	INV 869030 WWTP Repair	30-500-56400-0000-1	10.48
Granite Auto Parts Inc	869050	06/11/2026	INV 869050 Water Dept. Spra...	32-510-57400-0000-1	16.95
Granite Auto Parts Inc	869083	06/11/2026	INV 869083 Street Sweeper E...	01-180-56440-0000-1	33.02
Granite Auto Parts Inc	869298	06/11/2026	INV 869298 Water Dept. Pump...	30-500-56400-0000-1	44.48
Granite Auto Parts Inc	869307	06/11/2026	INV 869307 LLMD Supplies	20-200-56700-0000-1	12.45
Granite Auto Parts Inc	869318	06/11/2026	INV 869318 LLMD Battery Pac...	20-200-57400-0000-1	258.14
Granite Auto Parts Inc	869341	06/11/2026	INV 869341 Streets Dept. Met...	01-180-56600-0000-1	70.36
Granite Auto Parts Inc	869411	06/11/2026	INV 869411 WWTP Ditch Swit...	30-500-56410-0000-1	169.69
Granite Auto Parts Inc	869434	06/11/2026	INV 869434 WWTP Effluent P...	30-500-56400-0000-1	287.80
Granite Auto Parts Inc	869574	06/11/2026	INV 869574 Water Dept. Tee ...	32-510-56410-0000-1	25.42
Granite Auto Parts Inc	869580	06/11/2026	INV 869580 Water Dept. Bush...	32-510-57400-0000-1	4.60
Granite Auto Parts Inc	869592	06/11/2026	INV 869592 Animal Shelter Pro...	01-155-52910-2608-1	46.76
Granite Auto Parts Inc	869637	06/11/2026	INV 869637 Water Dept. Suppl...	32-510-57400-0000-1	31.48
Granite Auto Parts Inc	869773	06/11/2026	INV 869773 LLMD Equipment	20-200-57400-0000-1	49.13
Granite Auto Parts Inc	869845	06/11/2026	INV 869845 LLMD Elbow	20-200-56700-0000-1	13.07
Granite Auto Parts Inc	869940	06/11/2026	INV 869940 Water Dept. Suppl...	32-510-56400-0000-1	194.98
Granite Auto Parts Inc	870087	06/11/2026	INV 870087 Water Dept. Vehic...	32-510-56600-0000-1	209.56
Granite Auto Parts Inc	870156	06/11/2026	INV 870156 Water Dept. Tri...	32-510-56400-8270-1	21.83
Granite Auto Parts Inc	870285	06/11/2026	INV 870285 Weed Eater	01-180-57400-0000-1	74.27
Granite Auto Parts Inc	870323	06/11/2026	INV 870323 Streets Dept. Supp...	01-180-57400-0000-1	19.51
Granite Auto Parts Inc	870337	06/11/2026	INV 870337 LLMD Supplies	20-200-57400-0000-1	298.81
Granite Auto Parts Inc	870601	06/11/2026	INV 870601 Water Dept. Suppl...	32-510-56400-0000-1	23.62
Granite Auto Parts Inc	870625	06/11/2026	INV 870625 Streets Dept. Uni...	01-180-57400-0000-1	10.37
Granite Auto Parts Inc	870656	06/11/2026	INV 870656 Generator at Vete...	01-180-56410-0000-1	209.56
Granite Auto Parts Inc	870657	06/11/2026	INV 870657 John Deere Tractor	01-180-56410-0000-1	191.69
Granite Auto Parts Inc	870748	06/11/2026	INV 870748 Water Dept. Sock...	32-510-56410-0000-1	24.01
Granite Auto Parts Inc	870773	06/11/2026	INV 870773 Transit Service 20...	34-520-56600-0000-1	383.46
Granite Auto Parts Inc	870835	06/11/2026	INV 870835 Streets Dept. Vehi...	01-180-56600-0000-1	8.18
Granite Auto Parts Inc	870955	06/11/2026	INV 870955 LLMD Socket Ada...	20-200-57400-0000-1	36.02
Granite Auto Parts Inc	871079	06/11/2026	INV 871079 GMC 1500 AC Refi...	32-510-56600-0000-1	64.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Granite Auto Parts Inc	871267	06/11/2026	INV 871267 Water Dept. HP Ul...	32-510-56410-0000-1	21.84
Granite Auto Parts Inc	871271	06/11/2026	INV 871271 WWTP Vactor Too...	30-500-57400-0000-1	289.00
Granite Auto Parts Inc	871361	06/11/2026	INV 871361 Holland Tractor H...	01-180-56410-0000-1	158.34
Granite Auto Parts Inc	871384	06/11/2026	INV 871384 LLMD Safety Shield	20-200-56700-0000-1	58.97
Granite Auto Parts Inc	871466	06/11/2026	INV 871466 Streets Dept. Cabi...	01-180-56800-0000-1	266.54
Granite Auto Parts Inc	871483	06/11/2026	INV 871483 LLMD Supplies	20-200-56700-0000-1	13.51
Granite Auto Parts Inc	871649	06/11/2026	INV 871649 LLMD Supplies	20-200-56700-0000-1	161.85
<b>Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:</b>					<b>6,191.47</b>

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	632611	05/27/2026	Fuel INV 632611 05/08/26	01-150-54000-0000-1	1,874.05
Gregs Petroleum	633386	06/04/2026	Fuel INV 633386 05/12/26	01-150-54000-0000-1	1,434.24
Gregs Petroleum	634793	06/04/2026	Fuel INV 634793 05/15/2026	01-150-54000-0000-1	2,514.24
Gregs Petroleum	635406	06/04/2026	Fuel INV 635406 05/19/2026	01-150-54000-0000-1	1,841.95
Gregs Petroleum	635407	06/04/2026	Fuel INV 635407 05/19/2026	01-150-54000-0000-1	1,386.65
Gregs Petroleum	636602	06/04/2026	Fuel INV 636602 05/22/2026	01-150-54000-0000-1	1,831.97
Gregs Petroleum	636932	06/04/2026	Fuel INV 636932 05/26/2026	01-150-54000-0000-1	1,538.93
Gregs Petroleum	638710	06/04/2026	Fuel INV 638710 05/29/2026	01-150-54000-0000-1	1,608.22
Gregs Petroleum	639430	06/04/2026	Fuel INV 639430 06/02/2026	01-150-54000-0000-1	1,924.83
Gregs Petroleum	639431	06/04/2026	Fuel INV 639431 06/02/2026	01-150-54000-0000-1	1,088.98
Gregs Petroleum	640640	06/10/2026	Fuel INV 640640 06/05/2026	01-150-54000-0000-1	1,534.47
<b>Vendor Gregs Petroleum - Gregs Petroleum Total:</b>					<b>18,578.53</b>

Vendor: Hodges - Hodges Law Group

Hodges Law Group	00685	06/10/2026	Contractual Retainer	01-130-56100-0000-1	1,170.00
Hodges Law Group	00685	06/10/2026	City Council Legal Service	01-130-56100-0000-1	2,008.50
Hodges Law Group	00685	06/10/2026	Admin Legal Service	01-130-56100-0000-1	2,427.00
Hodges Law Group	00685	06/10/2026	Reimbursable (Duran Parcel ...	01-130-56100-0000-1	1,599.00
Hodges Law Group	00685	06/10/2026	Public Works legal Services	01-130-56100-0000-1	507.00
Hodges Law Group	00685	06/10/2026	Community Development Lega...	01-130-56100-0000-1	11,091.00
Hodges Law Group	00685	06/10/2026	City Clerk Legal Services	01-130-56100-0000-1	234.00
<b>Vendor Hodges - Hodges Law Group Total:</b>					<b>19,036.50</b>

Vendor: Home Depot - Home Depot

Home Depot	6032375	06/04/2026	INV 6032375 Facilities Mainte...	01-190-57400-0000-1	82.23
Home Depot	6091574	06/02/2026	6091574 credit for animal shel...	01-155-52910-2608-1	-108.05
Home Depot	5090671	06/03/2026	credit for council chambers re...	01-105-52910-2607-1	-163.19
Home Depot	8094852	06/03/2026	Inv8094852 credit to 8902009	01-190-56400-0000-1	-35.62
Home Depot	1512573	06/04/2026	INV 1512573 Facilities Maint. ...	01-190-56400-0000-1	52.95
Home Depot	1902872	06/04/2026	INV 1902872 Facilities Maint. ...	01-190-56400-0000-1	582.46
Home Depot	2032403	06/04/2026	INV 2032403 Water Dept. Sup...	32-510-57400-0000-1	23.00
Home Depot	2901781	06/04/2026	Inv. 2901781 Operating Suppli...	01-155-57400-0000-1	93.92
Home Depot	32113	06/04/2026	INV 32113 Water Dept. Suppli...	32-510-57400-0000-1	108.23
Home Depot	3901690	06/04/2026	INV 3901690 Council Chamber...	01-105-52910-2607-1	168.88
Home Depot	4901635	06/04/2026	INV 4901635 Cinco De Mayo T...	01-140-48300-2542-1	73.48
Home Depot	4901636	06/04/2026	INV 4901636 LLMD Supplies 4...	20-200-57400-0000-1	91.95
Home Depot	4902331	06/04/2026	INV 4902331 Council Chamber...	01-105-52910-2607-1	1,722.46
Home Depot	5901547	06/04/2026	INV 5901547 Council Chamber...	01-105-52910-2607-1	125.83
Home Depot	5901563	06/04/2026	INV 5901563 Water Dept. Sup...	32-510-56410-0000-1	49.50
Home Depot	6024621	06/04/2026	INV 6024621 LLMD Supplies 4...	20-200-56700-0000-1	39.88
Home Depot	6032376	06/04/2026	INV 6032376 LLMD Supplies 4...	20-200-57400-0000-1	33.53
Home Depot	6902155	06/04/2026	INV 6902155 Council Chamber...	01-105-52910-2607-1	705.09
Home Depot	6902156	06/04/2026	INV 6902156 Council Chamber...	01-105-52910-2607-1	193.77
Home Depot	8032414	06/04/2026	Inv. 8032414- Toilet Seat for ...	01-150-56400-0000-1	48.69
Home Depot	8032416	06/04/2026	INV 8032416 Water Dept. Sup...	32-510-57400-0000-1	116.73
Home Depot	8902009	06/04/2026	INV 8902009 Council Chamber...	01-105-52910-2607-1	1,357.81
Home Depot	9024267	06/04/2026	INV 9024267 LLMD Supplies 4...	20-200-56700-0000-1	63.30
Home Depot	902600	06/04/2026	Inv. 902600 - Keys for PD Build...	01-150-56400-0000-1	32.31
Home Depot	1021088	06/11/2026	INV 1021088 LLMD Dremel an...	20-200-56700-0000-1	66.39
Home Depot	1903259	06/11/2026	INV 1903259 Water Dept. Sup...	32-510-57400-0000-1	95.82
Home Depot	1903276	06/11/2026	INV 1903276 Council Chamber...	01-105-52910-2607-1	665.55
Home Depot	2024963	06/11/2026	INV 2024963 LLMD Supplies	20-200-56700-0000-1	85.33

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Home Depot	2032485	06/11/2026	INV 2032485 Facilities Mainte...	01-190-56400-0000-1	185.48
Home Depot	3020880	06/11/2026	INV 3020880 Streets Dept. Lo...	01-180-57400-0000-1	141.63
Home Depot	3903119	06/11/2026	INV 3903119 Council Chamber...	01-105-52910-2607-1	115.82
Home Depot	3904527	06/11/2026	INV 3904527 Council Chamber...	01-105-52910-2607-1	236.49
Home Depot	4020768	06/11/2026	INV 4020768 LLMD Supplies	20-200-56700-0000-1	63.27
Home Depot	4021767	06/11/2026	INV 4021767 Streets Dept. Util...	01-180-56410-0000-1	144.30
Home Depot	4903037	06/11/2026	INV 4903037 Water Dept. Sup...	32-510-57400-0000-1	88.15
Home Depot	4903816	06/11/2026	INV 4903816 Streets Dept, Su...	01-180-57400-0000-1	105.20
Home Depot	490448	06/11/2026	INV 4904448 Facilities Mainte...	01-190-56400-0000-1	554.44
Home Depot	4904487	06/11/2026	INV 4904487 Council Chamber...	01-105-52910-2607-1	292.33
Home Depot	5020621	06/11/2026	INV 6903619 Council Chamber...	01-105-52910-2607-1	48.04
Home Depot	5021675	06/11/2026	INV 5021675 Council Chamber...	01-105-52910-2607-1	110.52
Home Depot	5902924	06/11/2026	INV 5902924 Council Chamber...	01-105-52910-2607-1	942.22
Home Depot	6903619	06/11/2026	INV 5020621 LLMD Supplies	20-200-56700-0000-1	48.04
Home Depot	6903643	06/11/2026	INV 6903643 Council Chamber...	01-105-52910-2607-1	377.79
Home Depot	7903540	06/11/2026	INV 7903540 Council Chamber...	01-105-52910-2607-1	514.69
Home Depot	8022410	06/11/2026	INV 8022410 LLMD Supplies	20-200-57400-0000-1	98.42
Home Depot	8904247	06/11/2026	INV 8904247 WWTP Carbon ...	30-500-57400-0000-1	216.73
Home Depot	9020247	06/11/2026	INV 9020247 LLMD Toilet Pap...	20-200-57400-0000-1	82.23
Home Depot	904049	06/11/2026	INV 904049 WWTP Lab Comp...	30-500-57400-0000-1	152.56
Home Depot	9902715	06/11/2026	INV 9902715 Water Dept. Bra...	32-510-57400-0000-1	23.63
<b>Vendor Home Depot - Home Depot Total:</b>					<b>10,914.21</b>

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	310744	06/04/2026	INV 306976 Monthly Billing Pr...	30-500-52200-0000-1	617.36
INFOSEND, INC	310744	06/04/2026	INV 310744 Monthly Billing Pr...	30-500-55600-0000-1	752.57
INFOSEND, INC	310744	06/04/2026	INV 306976 Monthly Billing Pr...	31-505-52200-0000-1	617.36
INFOSEND, INC	310744	06/04/2026	INV 310744 Monthly Billing Pr...	31-505-55600-0000-1	752.57
INFOSEND, INC	310744	06/04/2026	INV 306976 Monthly Billing Pr...	32-510-52200-0000-1	619.20
INFOSEND, INC	310744	06/04/2026	INV 310744 Monthly Billing Pr...	32-510-55600-0000-1	754.83
<b>Vendor INFOSEND, INC - INFOSEND, INC Total:</b>					<b>4,113.89</b>

Vendor: Jim Burke - Jim Burke

Jim Burke	292393	06/04/2026	Inv. 292393 Unit 39 Rear Brak...	01-150-56600-0000-1	1,789.82
<b>Vendor Jim Burke - Jim Burke Total:</b>					<b>1,789.82</b>

Vendor: John Hancock - John Hancock

John Hancock	INV0033558	06/11/2026	401K - Employer	01-20800-0000-1	2,610.19
John Hancock	INV0033558	06/11/2026	401K - Employer	20-20800-0000-1	226.24
John Hancock	INV0033558	06/11/2026	401K - Employer	30-20800-0000-1	1,455.54
John Hancock	INV0033558	06/11/2026	401K - Employer	31-20800-0000-1	214.54
John Hancock	INV0033558	06/11/2026	401K - Employer	32-20800-0000-1	1,458.61
John Hancock	INV0033558	06/11/2026	401K - Employer	34-20800-0000-1	260.95
John Hancock	INV0033559	06/11/2026	401K - Employee	01-20800-0000-1	729.72
John Hancock	INV0033559	06/11/2026	401K - Employee	20-20800-0000-1	115.85
John Hancock	INV0033559	06/11/2026	401K - Employee	30-20800-0000-1	543.72
John Hancock	INV0033559	06/11/2026	401K - Employee	31-20800-0000-1	31.60
John Hancock	INV0033559	06/11/2026	401K - Employee	32-20800-0000-1	543.57
John Hancock	INV0033559	06/11/2026	401K - Employee	34-20800-0000-1	30.28
John Hancock	INV0033560	06/11/2026	401K - Employer	01-20800-0000-1	154.02
John Hancock	INV0033560	06/11/2026	401K - Employer	20-20800-0000-1	51.34
John Hancock	INV0033565	06/11/2026	401K Loan 1	30-20800-0000-1	16.96
John Hancock	INV0033565	06/11/2026	401K Loan 1	31-20800-0000-1	16.96
John Hancock	INV0033565	06/11/2026	401K Loan 1	32-20800-0000-1	17.49
John Hancock	INV0033566	06/11/2026	401K Loan 1	01-20800-0000-1	26.82
John Hancock	INV0033566	06/11/2026	401K Loan 1	30-20800-0000-1	26.82
John Hancock	INV0033566	06/11/2026	401K Loan 1	31-20800-0000-1	8.95
John Hancock	INV0033566	06/11/2026	401K Loan 1	32-20800-0000-1	26.82
John Hancock	INV0033567	06/11/2026	401K Loan 2	01-20800-0000-1	36.05
John Hancock	INV0033567	06/11/2026	401K Loan 2	20-20800-0000-1	12.01
John Hancock	INV0033568	06/11/2026	401K Loan 4	01-20800-0000-1	214.44
John Hancock	INV0033568	06/11/2026	401K Loan 4	20-20800-0000-1	71.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0033569	06/11/2026	401k Contribution	01-20800-0000-1	229.02
John Hancock	INV0033569	06/11/2026	401k Contribution	20-20800-0000-1	76.34
John Hancock	INV0033570	06/11/2026	401k Contribution	01-20800-0000-1	1,165.25
John Hancock	INV0033571	06/11/2026	401k Contribution	01-20800-0000-1	197.17
John Hancock	INV0033571	06/11/2026	401k Contribution	20-20800-0000-1	65.71
John Hancock	INV0033572	06/11/2026	401k Contribution	01-20800-0000-1	262.88
John Hancock	INV0033573	06/11/2026	401k Contribution	01-20800-0000-1	84.70
John Hancock	INV0033573	06/11/2026	401k Contribution	30-20800-0000-1	84.70
John Hancock	INV0033573	06/11/2026	401k Contribution	31-20800-0000-1	28.24
John Hancock	INV0033573	06/11/2026	401k Contribution	32-20800-0000-1	84.68
John Hancock	INV0033582	06/11/2026	401K - Employer	01-20800-0000-1	5,875.97
John Hancock	INV0033583	06/11/2026	401K - Employee	01-20800-0000-1	3,570.52
John Hancock	INV0033589	06/11/2026	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0033590	06/11/2026	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0033591	06/11/2026	401K Loan 1	01-20800-0000-1	209.67
John Hancock	INV0033592	06/11/2026	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0033593	06/11/2026	401K Loan 2	01-20800-0000-1	142.48
John Hancock	INV0033594	06/11/2026	401K Loan 2	01-20800-0000-1	107.06
John Hancock	INV0033595	06/11/2026	401k Contribution	01-20800-0000-1	386.34
John Hancock	INV0033596	06/11/2026	401k Contribution	01-20800-0000-1	440.01
John Hancock	INV0033597	06/11/2026	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0033598	06/11/2026	401k Contribution	01-20800-0000-1	12.00
John Hancock	INV0033599	06/11/2026	401k Contribution	01-20800-0000-1	353.30
John Hancock	INV0033600	06/11/2026	401k Contribution	01-20800-0000-1	294.08
John Hancock	INV0033601	06/11/2026	401k Contribution	01-20800-0000-1	519.23
John Hancock	INV0033602	06/11/2026	401k Contribution	01-20800-0000-1	206.26
John Hancock	INV0033603	06/11/2026	401k Contribution	01-20800-0000-1	310.48
John Hancock	INV0033604	06/11/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0033605	06/11/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0033606	06/11/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0033607	06/11/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0033608	06/11/2026	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0033616	06/11/2026	401K - Employer	01-20800-0000-1	1,144.67
John Hancock	INV0033616	06/11/2026	401K - Employer	20-20800-0000-1	27.30
John Hancock	INV0033616	06/11/2026	401K - Employer	30-20800-0000-1	475.49
John Hancock	INV0033616	06/11/2026	401K - Employer	31-20800-0000-1	393.60
John Hancock	INV0033616	06/11/2026	401K - Employer	32-20800-0000-1	475.52
John Hancock	INV0033616	06/11/2026	401K - Employer	34-20800-0000-1	27.28
John Hancock	INV0033617	06/11/2026	401K - Employee	01-20800-0000-1	16.38
John Hancock	INV0033617	06/11/2026	401K - Employee	20-20800-0000-1	5.47
John Hancock	INV0033617	06/11/2026	401K - Employee	30-20800-0000-1	32.76
John Hancock	INV0033617	06/11/2026	401K - Employee	31-20800-0000-1	16.38
John Hancock	INV0033617	06/11/2026	401K - Employee	32-20800-0000-1	32.76
John Hancock	INV0033617	06/11/2026	401K - Employee	34-20800-0000-1	5.43
John Hancock	INV0033623	06/11/2026	401K Loan 2	01-20800-0000-1	27.98
John Hancock	INV0033623	06/11/2026	401K Loan 2	30-20800-0000-1	41.97
John Hancock	INV0033623	06/11/2026	401K Loan 2	32-20800-0000-1	41.96
John Hancock	INV0033624	06/11/2026	401K Loan 3	01-20800-0000-1	26.71
John Hancock	INV0033624	06/11/2026	401K Loan 3	30-20800-0000-1	40.06
John Hancock	INV0033624	06/11/2026	401K Loan 3	32-20800-0000-1	40.06
John Hancock	INV0033625	06/11/2026	401k Contribution	01-20800-0000-1	134.42
John Hancock	INV0033625	06/11/2026	401k Contribution	30-20800-0000-1	201.61
John Hancock	INV0033625	06/11/2026	401k Contribution	32-20800-0000-1	201.57
<b>Vendor John Hancock - John Hancock Total:</b>					<b>29,580.70</b>

Vendor: Johnson Drilling Co. - Johnson Drilling Co.

Johnson Drilling Co.	10736	06/04/2026	INV 10736 Perkins Test Wall P...	32-510-52910-2313-1	42,800.00
<b>Vendor Johnson Drilling Co. - Johnson Drilling Co. Total:</b>					<b>42,800.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: tris technology - Joshua Brad Lowrey</b>					
Joshua Brad Lowrey	9847	06/04/2026	Inv 9847 06/01/2026 Ultra Plan	01-310-52200-0000-1	14,500.00
<b>Vendor tris technology - Joshua Brad Lowrey Total:</b>					<b>14,500.00</b>
<b>Vendor: J's Automotive - J's Automotive</b>					
J's Automotive	10223	06/04/2026	Inv. 10223 - Black Ford Fusion...	01-180-56600-0000-1	96.23
<b>Vendor J's Automotive - J's Automotive Total:</b>					<b>96.23</b>
<b>Vendor: Kaiser Foundation - Kaiser Foundation Health Plan Inc</b>					
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-111-50500-0000-1	133.02
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-115-50500-0000-1	1,074.36
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-140-50500-0000-1	377.45
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-150-50500-0000-1	7,607.73
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-155-50500-0000-1	-186.07
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-165-50500-0000-1	-186.07
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-180-50500-0000-1	4,529.69
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	01-190-50500-0000-1	1,248.03
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	20-200-50500-0000-1	2,049.70
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	30-500-50500-0000-1	4,390.63
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	31-505-50500-0000-1	818.78
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	32-510-50500-0000-1	4,396.64
Kaiser Foundation Health Plan .. Kaiser Premiums June 2026 B...		06/01/2026	Kaiser Premiums June 2026 B...	34-520-50500-0000-1	803.17
<b>Vendor Kaiser Foundation - Kaiser Foundation Health Plan Inc Total:</b>					<b>27,057.06</b>
<b>Vendor: KCTTC - KCTTC</b>					
KCTTC	2024/2025 Annual Property T...	06/09/2026	2024/2025 Annual Property T...	32-510-53200-0000-1	482.43
KCTTC	2025/2026 Annual Property T...	06/09/2026	2025/2026 Annual Property T...	32-510-53200-0000-1	411.69
<b>Vendor KCTTC - KCTTC Total:</b>					<b>894.12</b>
<b>Vendor: Kern Machinery - Kern Machinery</b>					
Kern Machinery	103-1338230	06/11/2026	INV 103-1338230 Tractor Tro...	01-180-56430-0000-1	429.37
<b>Vendor Kern Machinery - Kern Machinery Total:</b>					<b>429.37</b>
<b>Vendor: Kern Turf Supply, In - Kern Turf Supply, Inc</b>					
Kern Turf Supply, Inc	SI2731591	06/04/2026	INV SI2731591 Blanco Park Irri...	20-200-57400-0000-1	786.42
Kern Turf Supply, Inc	SI2731594	06/04/2026	INV SI2731594 Blanco Park Irri...	20-200-57400-0000-1	368.83
Kern Turf Supply, Inc	SI2734269	06/09/2026	INV SI2734269 LLMD Irrigation...	20-200-57400-0000-1	103.59
Kern Turf Supply, Inc	SI2748672	06/09/2026	INV SI2748672 Irrigation Suppl...	20-200-56700-0000-1	948.44
Kern Turf Supply, Inc	SI2751694	06/09/2026	INV SI2751694 Irrigation Suppl...	20-200-56700-0000-1	369.98
<b>Vendor Kern Turf Supply, In - Kern Turf Supply, Inc Total:</b>					<b>2,577.26</b>
<b>Vendor: KRC SAFETY CO INC - KRC Safety Co Inc</b>					
KRC Safety Co Inc	74014	06/10/2026	INV 74014 Hail Lane Project Si...	01-180-56500-0000-1	1,029.10
KRC Safety Co Inc	74049	06/10/2026	INV 74049 Street Signs 5/19/26	01-180-56500-0000-1	3,318.95
KRC Safety Co Inc	74104	06/11/2026	INV 74104 Street Signs 5/20/26	01-180-56500-0000-1	104.97
<b>Vendor KRC SAFETY CO INC - KRC Safety Co Inc Total:</b>					<b>4,453.02</b>
<b>Vendor: Culligan water condi - Laramy Water Inc</b>					
Laramy Water Inc	May 2026	06/04/2026	May 2026 WWTP Water Acct #...	30-500-52200-0000-1	307.00
<b>Vendor Culligan water condi - Laramy Water Inc Total:</b>					<b>307.00</b>
<b>Vendor: lightcast - Lightcast LLC</b>					
Lightcast LLC	32836	06/04/2026	Inv32836 05/13/2026 Catalys ...	01-110-53100-2614-1	7,725.00
<b>Vendor lightcast - Lightcast LLC Total:</b>					<b>7,725.00</b>
<b>Vendor: Mcfarland POA - McFarland Police Officers Association</b>					
McFarland Police Officers Ass...	INV0033588	06/11/2026	Association Dues	01-20200-0000-1	1,020.00
<b>Vendor Mcfarland POA - McFarland Police Officers Association Total:</b>					<b>1,020.00</b>
<b>Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.</b>					
Nutrien Ag Solutions, Inc.	58702758	06/04/2026	INV 58702758 LLMD and Stree...	01-180-57400-0000-1	39.51
Nutrien Ag Solutions, Inc.	58702758	06/04/2026	INV 58702758 LLMD and Stree...	20-200-57400-0000-1	39.51
<b>Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:</b>					<b>79.02</b>
<b>Vendor: nwestco llc - Nwestco LLC</b>					
Nwestco LLC	INV584394	06/11/2026	INV584394 Testing APCD 2/6/...	30-500-56400-0000-1	650.00
<b>Vendor nwestco llc - Nwestco LLC Total:</b>					<b>650.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Our Home Town, Inc - Our Home Town, Inc.</b>					
Our Home Town, Inc.	Our HomeTown Inc June 2026...	06/01/2026	Our Home Town Inc June 2026..	01-130-56000-0000-1	338.53
<b>Vendor Our Home Town, Inc - Our Home Town, Inc. Total:</b>					<b>338.53</b>
<b>Vendor: Pace Analytical Serv - Pace Analytical Services, LLC</b>					
Pace Analytical Services, LLC	2627B534702	06/11/2026	INV 2627B534702 WW Monit...	30-500-52200-0000-1	300.00
<b>Vendor Pace Analytical Serv - Pace Analytical Services, LLC Total:</b>					<b>300.00</b>
<b>Vendor: pace supply corp - Pace Supply Corp</b>					
Pace Supply Corp	1711414554	06/10/2026	INV 1711414554 Water Dept....	32-510-57400-0000-1	2,818.39
<b>Vendor pace supply corp - Pace Supply Corp Total:</b>					<b>2,818.39</b>
<b>Vendor: Phillip Garza - Phillip Garza</b>					
Phillip Garza	Reimb 06/24 - 06/27/2026	06/10/2026	Reimbursement - Meals & IE ...	01-150-52010-0000-1	301.00
<b>Vendor Phillip Garza - Phillip Garza Total:</b>					<b>301.00</b>
<b>Vendor: Pitney Bowes - Pitney Bowes</b>					
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-105-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-110-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-115-55600-0000-1	19.35
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-130-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-140-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-150-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-155-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-160-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-165-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	01-175-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	30-500-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	31-505-55600-0000-1	19.22
Pitney Bowes	8000-9000-0937-7825 06/05/...	06/10/2026	8000-9000-0937-7825 06/05/...	32-510-55600-0000-1	19.22
<b>Vendor Pitney Bowes - Pitney Bowes Total:</b>					<b>249.99</b>
<b>Vendor: R. SANTIVANES - R. SANTIVANES</b>					
R. SANTIVANES	3362	06/04/2026	INV 3362 Food Truck Lot Fenc...	01-180-56000-0000-1	3,500.00
<b>Vendor R. SANTIVANES - R. SANTIVANES Total:</b>					<b>3,500.00</b>
<b>Vendor: radiotronics - Radiotronics Inc</b>					
Radiotronics Inc	299409	06/10/2026	Inv. 299409 Ace Watch Dog Se...	01-150-56000-0000-1	168.00
<b>Vendor radiotronics - Radiotronics Inc Total:</b>					<b>168.00</b>
<b>Vendor: Raymond's Trophy - Raymond's Trophy</b>					
Raymond's Trophy	106251	06/04/2026	Inv. 106251 Office Name Sign ...	01-150-57200-0000-1	40.59
Raymond's Trophy	106294	06/11/2026	INV. 106294 Raymond's Troph...	01-105-55600-0000-1	67.60
<b>Vendor Raymond's Trophy - Raymond's Trophy Total:</b>					<b>108.19</b>
<b>Vendor: 661 Communications - Roger C Goodman JR</b>					
Roger C Goodman JR	2091	06/04/2026	Inv. 2091 Fire Ext Mount & C...	01-150-56600-0000-1	332.50
Roger C Goodman JR	2092	06/04/2026	Inv. 2092 UHF Connector & An...	01-150-56600-0000-1	140.45
<b>Vendor 661 Communications - Roger C Goodman JR Total:</b>					<b>472.95</b>
<b>Vendor: Sequoias Community C - Sequoias Community College District</b>					
Sequoias Community College ...	832	06/04/2026	Inv. 832 Firearm Inst Course- ...	01-150-52000-0000-1	240.00
<b>Vendor Sequoias Community C - Sequoias Community College District Total:</b>					<b>240.00</b>
<b>Vendor: CAZ100-151 - Sergio Cazares</b>					
Sergio Cazares	INV0033541	06/04/2026	Reimbursement - Work Boots	01-150-51800-0000-1	193.90
<b>Vendor CAZ100-151 - Sergio Cazares Total:</b>					<b>193.90</b>
<b>Vendor: The Gas Co. - SoCalGas</b>					
SoCalGas	Apri 2026 Gas Vets Hall 16861...	06/10/2026	Apri 2026 Gas Vets Hall 16861...	01-185-58000-0000-1	18.25
SoCalGas	May 2026 Gas Vets Hall 1686...	06/10/2026	May 2026 Gas Vets Hall 1686...	01-185-58000-0000-1	18.40
<b>Vendor The Gas Co. - SoCalGas Total:</b>					<b>36.65</b>
<b>Vendor: Solar Energy - Solar Energy of America 1 LLC</b>					
Solar Energy of America 1 LLC	41143652	06/04/2026	INV 41143652 Apr 2026 Mont...	30-500-58000-0000-1	12,340.12
Solar Energy of America 1 LLC	41501582	06/10/2026	INV 41501582 May 2026 Mon...	30-500-58000-0000-1	10,388.24
<b>Vendor Solar Energy - Solar Energy of America 1 LLC Total:</b>					<b>22,728.36</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: Southern Tire Mart - Southern Tire Mart LLC</b>					
Southern Tire Mart LLC	7170014800	06/04/2026	Inv. 7170014800 Unit 19 - 3 N...	01-155-56600-0000-1	672.08
<b>Vendor Southern Tire Mart - Southern Tire Mart LLC Total:</b>					<b>672.08</b>
<b>Vendor: Standard Emulsions I - Standard Emulsions Inc</b>					
Standard Emulsions Inc	6809	06/04/2026	INV 6809 Tack Oil Gallons 4/2...	01-180-56500-0000-1	909.41
Standard Emulsions Inc	6813	06/04/2026	INV 6813 Streets Dept. Glass ...	01-180-56500-0000-1	309.89
<b>Vendor Standard Emulsions I - Standard Emulsions Inc Total:</b>					<b>1,219.30</b>
<b>Vendor: AWP Safety - Statewide Traffic Safety and Signs Inc</b>					
Statewide Traffic Safety and Si...	INV0033537	06/04/2026	INV 12021533 Streets Dept, G...	01-180-57400-0000-1	335.58
<b>Vendor AWP Safety - Statewide Traffic Safety and Signs Inc Total:</b>					<b>335.58</b>
<b>Vendor: Stinson Stationers, - Stinson Stationers, Inc.</b>					
Stinson Stationers, Inc.	381405-0	06/10/2026	Inv. 381405-0 City Hall Supplie...	01-130-57200-0000-1	82.40
<b>Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:</b>					<b>82.40</b>
<b>Vendor: tmobile - T Mobile USA Inc</b>					
T Mobile USA Inc	Acct# 992748243 Service 04/...	06/10/2026	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,808.78
T Mobile USA Inc	Acct# 992748243 Service 04/...	06/10/2026	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	117.98
T Mobile USA Inc	Acct# 992748243 Service 04/...	06/10/2026	Acct# 992748243 - Code Enfor...	01-165-57800-0000-1	36.33
<b>Vendor tmobile - T Mobile USA Inc Total:</b>					<b>1,963.09</b>
<b>Vendor: Tesla solar systems - Tesla Energy Operations Inc</b>					
Tesla Energy Operations Inc	41143653	06/04/2026	INV 41143653 Apr 2026 Mont...	32-510-58000-0000-1	7,339.95
<b>Vendor Tesla solar systems - Tesla Energy Operations Inc Total:</b>					<b>7,339.95</b>
<b>Vendor: Torpedo - Torpedo Pest Control</b>					
Torpedo Pest Control	4015	06/04/2026	INV 4015 General Pest Service...	01-190-52200-0000-1	200.00
<b>Vendor Torpedo - Torpedo Pest Control Total:</b>					<b>200.00</b>
<b>Vendor: Tyler Technologies - Tyler Technologies</b>					
Tyler Technologies	025-553116	06/04/2026	INV 025-553116 05/19/2026	01-310-54800-0000-1	3,625.00
Tyler Technologies	025-553918	06/04/2026	INV 025-553918 05/27/2026 T...	01-310-52200-0000-1	300.00
Tyler Technologies	025-553919	06/04/2026	INV 025-553919 05/27/2026 ...	01-310-52200-0000-1	145.00
<b>Vendor Tyler Technologies - Tyler Technologies Total:</b>					<b>4,070.00</b>
<b>Vendor: UNWIREDBROADBAND - unWired Broadband LLC</b>					
unWired Broadband LLC	INV02748357	06/10/2026	INV02748357 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV02748357	06/10/2026	INV02748357 Internet Monthl...	30-500-57800-0000-1	145.00
<b>Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:</b>					<b>289.99</b>
<b>Vendor: US Bank - US Bank Trust Company National Association</b>					
US Bank Trust Company Natio...	8196444	06/04/2026	Inv 8196444 Bond 2023 Admin...	54-000-42340-0000-1	3,350.00
<b>Vendor US Bank - US Bank Trust Company National Association Total:</b>					<b>3,350.00</b>
<b>Vendor: USA Waste of Califor - USA Waste of California, Inc.</b>					
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	01-100-41300-0000-1	-4,714.53
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	01-100-41300-0000-1	-331.57
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	01-100-41300-0000-1	-1,354.91
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	31-505-52400-0000-1	94,290.68
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	31-505-52500-0000-1	3,315.66
USA Waste of California, Inc.	March 2026 Waste Managem...	06/10/2026	March 2026 Waste Managem...	31-505-52500-0000-1	13,549.08
<b>Vendor USA Waste of Califor - USA Waste of California, Inc. Total:</b>					<b>104,754.41</b>
<b>Vendor: Velocity - Velocity Oilfield Service Inc.</b>					
Velocity Oilfield Service Inc.	I26-00866	06/11/2026	INV I26-00866 WWTP Garzoli ...	32-510-56410-0000-1	480.00
<b>Vendor Velocity - Velocity Oilfield Service Inc. Total:</b>					<b>480.00</b>
<b>Vendor: Verizon Business - Verizon Business</b>					
Verizon Business	6142149618	06/10/2026	INV 6142149618 April 26 Wat...	32-510-57800-0000-1	180.42
Verizon Business	6144665746	06/10/2026	INV 6144665746 May 26 Wate...	32-510-57800-0000-1	180.46
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-105-57800-0000-1	194.10
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-110-57800-0000-1	38.82
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-115-57800-0000-1	3.88
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-140-57800-0000-1	71.82
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-145-57800-0000-1	15.53
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-155-57800-0000-1	38.82

**Expense Approval Report**

**Payment Dates: 5/30/2026 - 6/12/2026**

<b>Vendor Name</b>	<b>Payable Number</b>	<b>Post Date</b>	<b>Description (Item)</b>	<b>Account Number</b>	<b>Amount</b>
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-160-57800-0000-1	33.00
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-165-57800-0000-1	50.47
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-175-57800-0000-1	38.82
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	01-180-57800-0000-1	11.65
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	30-500-57800-0000-1	17.47
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	31-505-57800-0000-1	11.65
Verizon Business	6143458748	06/11/2026	INV 6143458748 Apr 26 City T...	32-510-57800-0000-1	17.45
<b>Vendor Verizon Business - Verizon Business Total:</b>					<b>904.36</b>
<b>Vendor: Vista Paint Corporat - Vista Paint Corporation</b>					
Vista Paint Corporation	2026-376125-00	06/04/2026	INV 2026-376125-00 Streets ...	01-180-52950-2516-1	18,075.59
<b>Vendor Vista Paint Corporat - Vista Paint Corporation Total:</b>					<b>18,075.59</b>
<b>Vendor: water wrights llc - Water Wrights LLC</b>					
Water Wrights LLC	2026680017	06/09/2026	INV 2026680017 RO Work/P...	32-510-56400-0000-1	6,500.00
Water Wrights LLC	2026680018	06/09/2026	INV 2026680018 Motor/Pump...	32-510-56400-0000-1	2,000.00
<b>Vendor water wrights llc - Water Wrights LLC Total:</b>					<b>8,500.00</b>
<b>Vendor: waterworkforce - WaterWorkforce Inc</b>					
WaterWorkforce Inc	1537	06/04/2026	INV 1537 Water Dept, RO Pu...	32-510-56000-0000-1	8,312.50
<b>Vendor waterworkforce - WaterWorkforce Inc Total:</b>					<b>8,312.50</b>
<b>Vendor: West Publishing Corp - West Publishing Corportation</b>					
West Publishing Corportation	853674824	06/04/2026	Inv. 853674824 Clear Proflex -...	01-150-52200-0000-1	506.10
<b>Vendor West Publishing Corp - West Publishing Corportation Total:</b>					<b>506.10</b>
<b>Grand Total:</b>					<b>751,012.84</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	213,482.08
20 - LIGHTING & LANDSCAPING-DISTRICT 1	8,509.90
25 - CAPITAL IMPROVEMENTS PROJECTS	238,594.90
30 - SEWER	48,580.78
31 - REFUSE/RECYCLING	116,060.01
32 - WATER	119,932.35
34 - PUBLIC TRANSPORTATION	2,502.82
54 - MCFARLAND IMPROVEMENT AUTHORITY	3,350.00
<b>Grand Total:</b>	<b>751,012.84</b>

## Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-6,401.01
01-105-52910-2607-1	Building & Improvement...	13,443.07
01-105-55600-0000-1	Postage	86.82
01-105-57200-0000-1	Supplies - Office	55.41
01-105-57800-0000-1	Telephone & Communic...	194.10
01-110-53100-2614-1	Grant Expenditures - Cat...	7,725.00
01-110-55600-0000-1	Postage	19.22
01-110-57800-0000-1	Telephone & Communic...	101.57
01-111-50500-0000-1	Health Insurance Premi...	133.02
01-111-57200-0000-1	Supplies - Office	39.74
01-111-57800-0000-1	Telephone & Communic...	43.54
01-112-57200-0000-1	Supplies - Office	104.25
01-112-57800-0000-1	Telephone & Communic...	32.21
01-113-57800-0000-1	Telephone & Communic...	22.66
01-115-50500-0000-1	Health Insurance Premi...	1,079.85
01-115-55600-0000-1	Postage	19.35
01-115-57200-0000-1	Supplies - Office	75.10
01-115-57800-0000-1	Telephone & Communic...	60.79
01-130-52200-0000-1	Contract Services	258.56
01-130-55600-0000-1	Postage	19.22
01-130-56000-0000-1	Professional Services - O...	338.53
01-130-56100-0000-1	Legal Services	19,036.50
01-130-57200-0000-1	Supplies - Office	82.40
01-140-48300-2542-1	Contributions & Donatio...	73.48
01-140-50500-0000-1	Health Insurance Premi...	377.45
01-140-55600-0000-1	Postage	19.22
01-140-56000-0000-1	Professional Services - O...	1,717.59
01-140-57800-0000-1	Telephone & Communic...	135.66
01-145-57800-0000-1	Telephone & Communic...	24.61
01-150-50500-0000-1	Health Insurance Premi...	7,612.32
01-150-51800-0000-1	Clothing Allowance	193.90
01-150-52000-0000-1	Conferences/Meetings/T...	455.00
01-150-52010-0000-1	Conference/Meeting/Tr...	301.00
01-150-52200-0000-1	Contract Services	1,032.10
01-150-52940-0000-1	Vehicles (Capital)	3,794.62
01-150-54000-0000-1	Fuel	18,578.53
01-150-55600-0000-1	Postage	19.22
01-150-56000-0000-1	Professional Services - O...	168.00
01-150-56400-0000-1	Repairs & Maint - Build &...	81.00
01-150-56600-0000-1	Repairs & Maintenance -...	2,262.77
01-150-57200-0000-1	Supplies - Office	441.34
01-150-57800-0000-1	Telephone & Communic...	3,002.01
01-155-50500-0000-1	Health Insurance Premi...	-186.07
01-155-52910-2608-1	Building & Improvement...	-61.29
01-155-55600-0000-1	Postage	19.22

## Account Summary

Account Number	Account Name	Payment Amount
01-155-56000-0000-1	Professional Services - O...	286.59
01-155-56600-0000-1	Repairs & Maintenance -...	672.08
01-155-57400-0000-1	Supplies - Operating	155.09
01-155-57800-0000-1	Telephone & Communic...	326.75
01-160-55600-0000-1	Postage	19.22
01-160-57800-0000-1	Telephone & Communic...	161.46
01-165-50500-0000-1	Health Insurance Premi...	-186.07
01-165-55600-0000-1	Postage	19.22
01-165-56000-0000-1	Professional Services-Ot...	145.00
01-165-57800-0000-1	Telephone & Communic...	119.72
01-175-55600-0000-1	Postage	19.22
01-175-57800-0000-1	Telephone & Communic...	91.97
01-180-50100-0000-1	Salaries - Permanent Em...	13.26
01-180-50500-0000-1	Health Insurance Premi...	4,529.69
01-180-51800-0000-1	Clothing Allowance	322.81
01-180-52200-0000-1	Contract Services	20.70
01-180-52950-2516-1	Equipment - Other (Capi...	18,075.59
01-180-56000-0000-1	Professional Services - O...	3,500.00
01-180-56410-0000-1	Repairs & Maintenance ...	703.89
01-180-56430-0000-1	Repairs & Maintenance -...	429.37
01-180-56440-0000-1	Repairs & Maintenance...	403.05
01-180-56500-0000-1	Repairs/Maintenance St...	6,548.41
01-180-56600-0000-1	Repairs/Maintenance - ...	452.65
01-180-56800-0000-1	Safety Equipment	412.47
01-180-57400-0000-1	Supplies - Operating	726.07
01-180-57800-0000-1	Telephone & Communic...	77.57
01-185-58000-0000-1	Utilities	36.65
01-190-50500-0000-1	Health Insurance Premi...	1,248.03
01-190-51800-0000-1	Clothing Allowance	176.72
01-190-52200-0000-1	Contract Services	1,335.00
01-190-56400-0000-1	Repairs & Maint - Build &..	1,439.66
01-190-57400-0000-1	Supplies - Operating	82.23
01-20200-0000-1	Accounts Payable	1,020.00
01-20800-0000-1	Pension Payable	22,052.09
01-22050-0000-1	Federal Withholding Pay...	15,575.67
01-22100-0000-1	FICA Payable	21,149.68
01-22150-0000-1	Medicare Payable	4,946.34
01-22200-0000-1	State Withholding Payab...	9,039.68
01-22250-0000-1	SUTA Payable	192.36
01-22275-0000-1	ETT Payable	5.34
01-22400-0000-1	Aflac Insurance	746.33
01-22600-0000-1	Health FSA	56.94
01-24000-0000-1	Deposits	500.00
01-310-52200-0000-1	Contract Services	15,577.00
01-310-54800-0000-1	Maintenance Agreements	3,625.00
20-200-50100-0000-1	Salaries/Permanent Emp...	11.19
20-200-50500-0000-1	Health Insurance Premi...	2,049.70
20-200-51800-0000-1	Clothing Allowance	120.78
20-200-56700-0000-1	Repairs & Maintenance -...	2,180.38
20-200-57400-0000-1	Supplies - Operating	2,302.53
20-200-57800-0000-1	Telephone & Communic...	18.22
20-200-58100-0000-1	Street Lighting	111.42
20-20800-0000-1	Pension Payable	651.73
20-22050-0000-1	Federal Withholding Pay...	237.15
20-22100-0000-1	FICA Payable	541.62
20-22150-0000-1	Medicare Payable	126.70
20-22200-0000-1	State Withholding Payab...	132.42
20-22400-0000-1	Aflac Insurance	26.06

## Account Summary

Account Number	Account Name	Payment Amount
25-000-52910-2504-1	Buildings & Improvemen...	6,116.55
25-000-52960-2306-1	Street & Roads (Capital) -..	89.00
25-000-52960-2318-1	Streets & Roads (Capital)...	89.00
25-000-52960-2401-1	Street & Roads (Capital) -..	89.00
25-000-52960-2403-1	Street & Roads (Capital) -..	89.00
25-000-52960-2404-1	Street & Roads (Capital) -..	221,038.35
25-000-52960-2508-1	Street & Roads (Capital) -..	89.00
25-000-52960-2509-1	Street & Roads (Capital) -..	89.00
25-000-52960-2510-1	Street & Roads (Capital) -..	89.00
25-000-52960-2511-1	Street & Roads (Capital) -..	89.00
25-000-52960-2512-1	Street & Roads (Capital) -..	89.00
25-000-52960-2514-1	Street & Roads (Capital) -..	89.00
25-000-52960-2519-1	Street & Roads (Capital) ...	10,550.00
30-20800-0000-1	Pension Payable	2,919.63
30-22050-0000-1	Federal Withholding Pay...	1,003.10
30-22100-0000-1	FICA Payable	2,860.60
30-22150-0000-1	Medicare Payable	669.12
30-22200-0000-1	State Withholding Payab...	789.12
30-22250-0000-1	SUTA Payable	18.27
30-22275-0000-1	ETT Payable	0.51
30-22350-0000-1	Garnishments	17.32
30-22400-0000-1	Aflac Insurance	79.23
30-22600-0000-1	Health FSA	46.17
30-500-50100-0000-1	Salaries - Permanent Em...	14.31
30-500-50500-0000-1	Health Insurance Premi...	4,396.13
30-500-51800-0000-1	Clothing Allowance	258.18
30-500-52200-0000-1	Contract Services	1,224.36
30-500-55600-0000-1	Postage	771.79
30-500-56400-0000-1	Repairs & Maint - Build &...	2,202.35
30-500-56410-0000-1	Repairs & Maintenance ...	1,925.74
30-500-56430-0000-1	Repairs & Maintenance -...	201.20
30-500-57400-0000-1	Supplies - Operating	3,141.93
30-500-57800-0000-1	Telephone & Communic...	1,580.92
30-500-58000-0000-1	Utilities	22,728.36
30-500-58200-0000-1	Water/Soil/Other Analys...	1,732.44
31-20800-0000-1	Pension Payable	710.27
31-22050-0000-1	Federal Withholding Pay...	475.37
31-22100-0000-1	FICA Payable	799.26
31-22150-0000-1	Medicare Payable	186.96
31-22200-0000-1	State Withholding Payab...	324.81
31-22400-0000-1	Aflac Insurance	22.91
31-22600-0000-1	Health FSA	34.63
31-505-50100-0000-1	Salaries - Permanent Em...	13.26
31-505-50500-0000-1	Health Insurance Premi...	820.61
31-505-52200-0000-1	Contract Services	617.36
31-505-52400-0000-1	Contract Services - Refus...	94,290.68
31-505-52500-0000-1	Contract Services - Recyc...	16,864.74
31-505-55600-0000-1	Postage	771.79
31-505-57800-0000-1	Telephone & Communic...	127.36
32-20800-0000-1	Pension Payable	2,923.04
32-22050-0000-1	Federal Withholding Pay...	1,003.61
32-22100-0000-1	FICA Payable	2,863.76
32-22150-0000-1	Medicare Payable	669.52
32-22200-0000-1	State Withholding Payab...	789.60
32-22250-0000-1	SUTA Payable	18.25
32-22275-0000-1	ETT Payable	0.50
32-22350-0000-1	Garnishments	17.29
32-22400-0000-1	Aflac Insurance	79.06

**Account Summary**

Account Number	Account Name	Payment Amount
32-22600-0000-1	Health FSA	46.10
32-510-50100-0000-1	Salaries - Permanent Em...	14.30
32-510-50500-0000-1	Health Insurance Premi...	4,402.14
32-510-51800-0000-1	Clothing Allowance	258.18
32-510-52200-0000-1	Contract Services	619.20
32-510-52910-2313-1	Buildings & Improvemen...	48,127.81
32-510-52910-2532-1	Buildings & Imp. (Capital)..	8,175.72
32-510-53200-0000-1	Dues & Subscriptions	894.12
32-510-55600-0000-1	Postage	774.05
32-510-56000-0000-1	Professional Services - O...	10,550.50
32-510-56400-0000-1	Repairs & Maint - Build &..	8,718.60
32-510-56400-8270-1	Repairs & Maint. Building..	21.83
32-510-56410-0000-1	Repairs & Maintenance- ...	600.77
32-510-56600-0000-1	Repairs & Maintenance -...	565.15
32-510-57200-0000-1	Supplies - Office	50.38
32-510-57400-0000-1	Supplies - Operating	9,211.61
32-510-57800-0000-1	Telephone & Communic...	1,008.46
32-510-58000-0000-1	Utilities	7,339.95
32-510-58200-0000-1	Water/Soil/Other Analys...	10,188.85
34-20800-0000-1	Pension Payable	323.94
34-22050-0000-1	Federal Withholding Pay...	51.83
34-22100-0000-1	FICA Payable	375.02
34-22150-0000-1	Medicare Payable	87.64
34-22200-0000-1	State Withholding Payab...	132.07
34-520-50100-0000-1	Salaries - Permanent Em...	11.21
34-520-50500-0000-1	Health Insurance Premi...	803.17
34-520-51800-0000-1	Clothing Allowance	30.00
34-520-56000-0000-1	Professional Services - O...	163.00
34-520-56600-0000-1	Repairs & Maintenance -...	383.46
34-520-57200-0000-1	Supplies - Office	44.62
34-520-57400-0000-1	Supplies - Operating	44.73
34-520-57800-0000-1	Telephone & Communic...	52.13
54-000-42340-0000-1	Administration Fees	3,350.00
	<b>Grand Total:</b>	<b>751,012.84</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	751,012.84
<b>Grand Total:</b>	<b>751,012.84</b>

**REGULAR CITY COUNCIL MINUTES**

**IN-PERSON MEETING**

**June 10, 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 6:06p.m.

**ROLL CALL**

**Councilmembers Present:** Mayor Saul Ayon, Vice-Mayor Ricardo Cano, Councilmember Martin Gutierrez, Councilmember María T. Pérez

**Councilmembers Absent:** Councilmember Anita Gonzalez

**OFFICIALS PRESENT**

City Manager Diego Viramontes, City Attorney Nathan Hodges, Chief of Police Adrian Olmos, Human Resources Director Serrena McCuan, City Clerk Erika De La Cruz

**INVOCATION**

Offered by Vice Mayor Ricardo Cano

**PLEDGE OF ALLEGIANCE**

Offered by Mayor Saul Ayon

**APPROVE AGENDA AS TO FORM**

*Motion by Vice Mayor Cano, Seconded by Councilmember Pérez, to Approve the Agenda as to Form for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

***Roll Call Vote:***

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

**FEATURED PET**

Featured Pet, Mochi, presented by Chief of Police Adrian Olmos

**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. Presentation by McFarland High School Principal Dario Diaz on the City of McFarland Scholarship Program

2. A Proclamation Declaring June 22–26, 2026, as National Boys & Girls Club in the City of McFarland

### **DEPARTMENTAL REPORTS**

None

### **CONSENT AGENDA**

3. Approval of Expense Report in the Amount of \$769,598.25 from 5/16/2026 to 5/29/2026.
4. Approval of Payroll Report for the Month of May 2026 in the Amount of \$475,998.17.
5. Approval of May 27, 2026, Regular City Council Meeting Minutes
6. Approval of May 27, 2026, Special City Council Meeting Minutes
7. Approval of Resolution No. 2026-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA RESCINDING RESOLUTION NO. 2026-43 AND DECLARING CERTAIN CITY-OWNED PROPERTY LOCATED ON PERKINS AVENUE TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B), AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
8. Approval of Resolution No. 2026-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA RESCINDING RESOLUTION NO. 2026-44 AND DECLARING CERTAIN CITY-OWNED PROPERTY LOCATED ALONG FRONTAGE ROAD TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1) AS SURPLUS STREET LAND, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
9. Approval of Resolution No. 2026-72 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE UTILIZATION OF GRANT FUNDING THROUGH THE KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION TASK FORCE GRANT TO PURCHASE A 2026 FORD MAVERICK XLT IN THE AMOUNT OF \$37,347.50 THROUGH PHIL LONG FORD OF DENVER, LLC
10. Approval of Resolution No. 2026-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE PURCHASE OF A SKID STEER LOADER FOR THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF \$61,276.50
11. Approval of Resolution No. 2026-75 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING RESOLUTION NO. 2026-50 TO CORRECT THE ELECTION DATE FOR THE SUBMISSION OF A PROPOSED CITY CHARTER TO THE VOTERS AT THE TUESDAY, NOVEMBER 3, 2026 STATEWIDE GENERAL ELECTION

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez, to Approve the Consent Agenda for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

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

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

### **PUBLIC HEARINGS**

12. RECOMMENDING CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT (GPA 2026-70) AND INITIAL STUDY AND NEGATIVE DECLARATION (RESOLUTION NO. 2026-71), PRE-ZONING ORDINANCE (NO.5-2026), AND APPROVE INITIATION OF

PROCEEDINGS FOR ANNEXATION 21 (RESOLUTION NO. 2026-4) WITH THE LOCAL AGENCY FORMATION COMMISSION OF KERN COUNTY

- a. Approval of Resolution No. 2026-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA REQUESTING THE APPROVAL OF THE INITIATION OF PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF MCFARLAND TO BE IDENTIFIED AS ANNEXATION NO. 21

*Motion by Vice Mayor Cano, Seconded by Councilmember Pérez, for the Approval of Resolution No. 2026-70 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

- b. Approval of Resolution No. 2026-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA REQUESTING CITY COUNCIL APPROVE THE INITIAL STUDY AND NEGATIVE DECLARATION SHOWN IN EXHIBIT "A" AND PREPARED FOR GENERAL PLAN AMENDMENT (GPA 2026-2) AS REFLECTED IN EXHIBIT "B"

*Motion by Vice Mayor Cano, Seconded by Councilmember Pérez, for the Approval of Resolution No. 2026-71 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

- c. Waive Full Reading and Introduce Ordinance No. 5-2026 A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-030-12 AND 060-030-08

*Motion by Vice Mayor Cano, Seconded by Councilmember Pérez, to Waive Full Reading and Introduce Ordinance No. 5-2026 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

**ADMINISTRATIVE AGENDA**

13. CITY COUNCIL TAKE MINISTERIAL AND MANDATORY ACTION AS REQUIRED UNDER ELECTION CODE SECTIONS 1405 AND 9215 REGARDING THE DAIRY-SPONSORED INITIATIVE PROCESS

*Motion by Vice Mayor Cano, Seconded by Councilmember Gutierrez for the Approval of Resolution No. 2026-68, Ordering a report pursuant to elections code section 9212*

regarding the initiative petitions entitled “Prohibition on Concentrated Animal Feeding Operations” at the meeting of May 13, 2026. **Motion Approved** by 5/0 Roll-Call Majority Vote.

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

14. Approval of Resolution No. 2026-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP) AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS

*Motion by Vice Mayor Cano, Seconded by Councilmember Gutierrez, for the Approval of Resolution No. 2026-69 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

15. Approval of Resolution No. 2026-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID AND AWARD OF A CONTRACT TO BOWMAN ASPHALT, INC IN THE AMOUNT OF \$2,288,333 FOR THE BASE BID OF THE GARZOLI AVENUE PEDESTRIAN/LANDSCAPING IMPROVEMENTS PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$511,423.30 FOR CONTINGENCY CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez, for the Approval of Resolution No. 2026-73 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

16. ADOPTION OF THE FISCAL YEAR 2026-27 ANNUAL OPERATING BUDGET, 2026-31 CAPITAL IMPROVEMENT PROGRAM, AND ANNUAL APPROPRIATIONS LIMIT
  - a. Approval of Resolution No. 2026-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CITY’S ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR 2026-27 AND 2026-31 CAPITAL IMPROVEMENT PROGRAM

*Motion by Councilmember Gutierrez, Seconded by Councilmember Pérez, for the Approval of Resolution No. 2026-76 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

- b. Approval of Resolution No. 2026-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2026-27

*Motion by Vice Mayor Cano, Seconded by Councilmember Gutierrez, for the Approval of Resolution No. 2026-77 for the June 10, 2026, City Council Meeting. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

**Roll Call Vote:**

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

**PUBLIC COMMENT**

- Trevor Slegers

**COUNCIL COMMENTS**

None

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

**a. Public Policy and Finance Committee**

Mayor Ayon reported on accounts receivable payment arrangements and noted that the utility service shutoff date is scheduled for June 16, 2026.

**b. Public Safety Committee**

Councilmember Gutierrez reported that the McFarland Police Department continues to grow and highlighted the addition of a new bike patrol unit and the appointment of a new Deputy Chief. He also reported that the City has received 94 reports related to gunshots and fireworks, which have been forwarded to the Police Department for review and response.

**c. Quality of Life Committee**

Councilmember Pérez reported that Code Enforcement and Animal Control operations are fully functional and continuing to work with UC Davis to provide care for animals housed at the City's animal shelter. She noted that the shelter is currently caring for 47 dogs. Additionally, she announced that the Independence Day Celebration will be held on Thursday, July 2, 2026, in recognition of America's 250th Anniversary.

**COUNCIL STATEMENTS AND REPORTS:**

**Councilmember Gutierrez:**

Thanked Mr. Diaz for attending the meeting, congratulated local high school graduates who earned Associate Degrees, and expressed appreciation for the ongoing improvements throughout the community.

**Councilmember Pérez:**

Acknowledged the accomplishments of local students and recognized the many talented youth in the community. She thanked those involved with the Boys & Girls Club, expressed enthusiasm for the planned walkways project, and suggested exploring the possibility of a sound wall in coordination with Caltrans.

**Vice Mayor Cano:**

Addressed community concerns regarding water service and noted that a new water well is currently under construction. He also discussed the sewer expansion project and emphasized that the City continues to experience growth in both business development and housing, noting that such progress takes time.

**Mayor Ayon:**

Thanked City staff for their hard work and recognized efforts to achieve cost savings related to City Council meeting operations. He also encouraged residents to stay hydrated during periods of high temperatures, avoid overexertion, and maintain proper electrolyte intake.

**CLOSED SESSION**

**ADJOURNEMENT**

The meeting adjourned at 7:09p.m.

*Motion by Vice Mayor Cano, Seconded by Councilmember Pérez, to adjourn the June 10, 2026, City Council meeting at 7:09p.m. **Motion Approved** by 4/0 Roll-Call Majority Vote.*

***Roll Call Vote:***

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

*NOES: None*

*ABSENT: A. Gonzalez*

*ABSTAIN: None*

*PASSED: 4-0*

CITY OF MCFARLAND

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Erika De La Cruz, City Clerk

**SPECIAL CITY COUNCIL MINUTES**

**IN-PERSON MEETING**

**June 10, 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 5:30p.m.

**ROLL CALL**

**Councilmembers Present:** Mayor Saul Ayon, Vice-Mayor Ricardo Cano, Councilmember Martin Gutierrez, Councilmember María T. Pérez

**Councilmembers Absent:** Councilmember Anita Gonzalez

**OFFICIALS PRESENT**

City Manager Diego Viramontes, City Attorney Nathan Hodges

**INVOCATION**

Offered by Vice Mayor Ricardo Cano

**PLEDGE OF ALLEGIANCE**

Offered by Mayor Saul Ayon

**PUBLIC COMMENT**

None

**CLOSED SESSION**

1. Approved sale direction to negotiate development agreement.
2. No reportable action.

**ADJOURNEMENT**

The meeting adjourned at 5:55p.m.

CITY OF MCFARLAND

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Erika De La Cruz, City Clerk



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 4.  
Section: CONSENT AGENDA  
Meeting Date: June 24, 2026

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Erika De La Cruz, City Clerk

**SUBJECT:** Approval of Resolution No. 2026-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING THE PROCEDURAL RULES FOR THE CONDUCT OF THE CITY COUNCIL MEETINGS

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#### **SUMMARY:**

On December 14, 2023, the City Council adopted the Procedural Rules for the Conduct of City Council Meetings Policy to establish consistent procedures for the efficient and orderly conduct of City Council meetings. Since its adoption, legislative changes have necessitated revisions to the policy to ensure compliance with current legal requirements.

The proposed amendments incorporate requirements established under Senate Bill 707 (SB 707), which modifies certain Brown Act provisions, including requirements related to audiovisual public participation and the receipt of public comment during meetings. Additional revisions are proposed to clarify agenda formatting requirements and update meeting procedures to reflect current operational practices and statutory requirements.

The Procedural Rules for the Conduct of City Council Meetings Policy serves as an important governance framework by providing guidance for the conduct of Council meetings, legislative decision-making, budgetary oversight, policy development, and other official actions of the City Council. These procedures promote transparency, consistency, and effective representation of the interests of the community while supporting the Council in carrying out its responsibilities.

Furthermore, maintaining clear and current procedural rules helps safeguard the ethical obligations of the City Council and reinforces public confidence in the integrity, accountability, and transparency of the City's decision-making processes.

#### **FINANCIAL IMPACT:**

There will be no cost to the City for the implementation of these procedures.

#### **RECOMMENDATION:**

Staff recommends the City Council discuss and approve Resolution No. 2026-XX and adopt the amended procedural rules for the conduct of the City Council Meetings.

#### **ATTACHMENTS:**

1. Exhibit B - Council-Rules-of-Procedure
2. EXHIBIT A - Council-Rules-of-Procedure

**RESOLUTION NO. 2026-79**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
AMENDING THE PROCEDURAL RULES FOR THE CONDUCT OF THE CITY COUNCIL  
MEETINGS**

**WHEREAS**, the City Council of the City of McFarland adopted the Procedural Rules for the Conduct of City Council Meetings Policy on December 14, 2023, to establish procedures for the orderly and efficient conduct of City Council Meetings; and

**WHEREAS**, the City Council periodically reviews its policies and procedures to ensure compliance with applicable laws and to promote transparency, efficiency, and effective governance; and

**WHEREAS**, recent amendments to the Ralph M. Brown Act, including Senate Bill 707, have established new requirements regarding public participation and the receipt of public comment during public meetings; and

**WHEREAS**, revisions to the Procedural Rules for the Conduct of City Council Meetings Policy are necessary to ensure compliance with current state law and to clarify existing meeting procedures, agenda formatting requirements, and administrative practices; and

**WHEREAS**, the proposed amendments will assist the City Council in conducting meetings in an orderly, transparent, and efficient manner while preserving opportunities for public participation and ensuring compliance with applicable legal requirements; and

**WHEREAS**, the City Council finds that adoption of the updated Procedural Rules for the Conduct of City Council Meetings Policy is in the best interests of the City and its residents.

**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 adopts the amended policy entitled “Council Rules and Procedures,” substantially in the form attached hereto as Exhibit A.
2. The City Clerk is authorized and directed to implement the policy in coordination with agency staff, legal counsel, and technology support staff, as appropriate.
3. The City Council may approve minor, non-substantive modifications to the policy as necessary to conform to applicable law, agency practices, or formatting requirements, provided such

modifications do not materially alter the intent of the policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on June 24, 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

## **“Exhibit B”**

## 1. Technology Disruption Policy Added

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### EXISTING POLICY

No section addressing disruptions in telephonic or internet service during meetings.

### AMENDED POLICY

Added a new section entitled "Technology Disruptions Affecting Remote Public Access"

With the following information included in the policy:

#### A. "Technology Disruptions Affecting Remote Public Access

1. In accordance with Government Code Section 54953.4 and the City's Technology Disruption Policy, if a disruption in telephonic or internet service prevents members of the public from attending or observing a City Council meeting through the City's designated two-way remote access service, the City Clerk or designee shall announce the disruption and may call for a recess while staff undertakes good-faith efforts to restore service.
2. During a disruption, staff shall make reasonable efforts to restore remote public access.
3. The meeting may remain in recess for a reasonable period of time, generally not to exceed one (1) hour, while restoration efforts are underway.
4. If remote public access service is restored, the meeting shall reconvene and continue in accordance with the Ralph M. Brown Act.
5. If remote public access service is not restored after reasonable good-faith efforts, the City Council may reconvene and either:
  - a. Adjourn the meeting; or
  - b. Continue the meeting upon adoption, by roll call vote, of a finding that the City has made good-faith efforts to restore service and that the public interest in continuing the meeting outweighs the public interest in remote public access, as authorized by Government Code Section 54953.4.
6. The City Clerk shall document the disruption, restoration efforts, and any findings adopted by the City Council in the meeting minutes.
7. This section shall be implemented in accordance with the City's Technology Disruption Policy.

## 2. Public Comment Procedures Revised

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### EXISTING POLICY

1. Speaker time limits. In the interest of facilitating the council's conduct of the city's business, the following time limits apply to members of the public (speakers) who wish to address the council during the meeting.
  - a. Matters not on the agenda: two minutes per speaker.
  - b. Consent calendar items. The consent calendar is considered a single item and speakers are therefore subject to the two-minute time limit for the entire consent calendar. Consent calendar items can be pulled at a member's request and will be considered individually, with up to two minutes of public comment per speaker.
  - c. Discussion calendar items: two minutes per speaker.
  - d. Time limits per meeting. In addition to the above time limits per item, the total amount of time any one speaker may address the legislative body at a meeting is eight minutes.
    - (i) Each speaker shall limit their remarks to the specified time allotment.
    - (ii) The presiding officer shall consistently utilize the timing system, which provides speakers with notice of their remaining time to complete their comments.
    - (iii) In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group, but with no increase in time.
    - (iv) Speakers shall not concede any part of their allotted time to another speaker.
    - (v) The presiding officer may further limit, or expand, the time allotted for public comments per speaker or in total for the orderly conduct of the meeting; such limits shall be fairly applied.
    - (vi) A Total of 15 minutes will be allotted for any one subject.

## AMENDED POLICY

Added separate procedures for agenda item comments, non-agenda item comments, written comments, speaker time limits, and allocation of speaking time between in-person and remote participants.

Stated in the Policy:

1. Public Comment:
  - a. Purpose of public comment. During regular meetings, the city provides opportunities for the public to address the council as a whole in order to listen to the public's opinions regarding agendized items and unagendized matters within the subject matter jurisdiction of the city. At all other (special) meetings, public comment is limited to agendized items.
  - b. Public comments should not be addressed to individual members nor to city officials, but rather to the council as a whole regarding city business.
  - c. While members of the public may speak their opinions on city business, personal attacks on members and city officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the council. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "question and answer" periods or conversations with the council and city officials. The limited circumstances under which members may respond to public comments are set out in Rule 8.D.2.
    - a. The presiding officer may stop a member of the public whose comments are not confined to the agendized item being heard. During the public comment portion of the agenda, the presiding officer may stop a member of the public whose comments are not within the subject matter jurisdiction of the city.

## 2. Speaker Time Limits

In the interest of facilitating the efficient conduct of City business while preserving the public's right to address the City Council, the following time limits shall apply to public comments during City Council meetings.

### a. **Non-Agenda Public Comments**

Public comments on matters not appearing on the agenda shall be limited to a total of twenty (20) minutes, allocated as follows:

1. In-Person Speakers – up to ten (10) minutes total.
2. Remote Speakers – up to ten (10) minutes total.

Individual speakers shall be limited to two (2) minutes each unless otherwise adjusted by the Presiding Officer.

### b. **Agenda Item Public Comments**

Public comments on each agenda item shall be limited to a total of twenty (20) minutes per agenda item, allocated as follows:

1. In-Person Speakers – up to ten (10) minutes total.
2. Remote Speakers – up to ten (10) minutes total.

Individual speakers shall be limited to two (2) minutes each unless otherwise adjusted by the Presiding Officer.

### c. **Consent Calendar**

The Consent Calendar shall be considered a single agenda item for purposes of public comment. Speakers shall be limited to two (2) minutes each for comments relating to the Consent Calendar. Any Council Member may remove an item from the Consent Calendar for separate consideration. Once removed, the item shall be considered individually and speakers shall be limited to two (2) minutes each on the removed item.

### d. **Discussion and Business Items**

Speakers addressing discussion, public hearing, or business items shall be limited to two (2) minutes per speaker per item unless otherwise adjusted by the Presiding Officer.

### e. **Meeting-Wide Time Limits**

- i. No individual speaker shall address the City Council for more than a cumulative total of eight (8) minutes during a single meeting.
- ii. The Presiding Officer shall utilize the Council's timing system to provide speakers with notice of their remaining speaking time.
- iii. Speakers are encouraged to avoid repetition and limit their remarks to new information not previously presented. Organized groups are encouraged to designate a spokesperson; however, no additional speaking time shall be granted.
- iv. Speakers may not transfer or yield any portion of their allotted speaking time to another individual.
- v. The Presiding Officer may reasonably reduce or extend individual speaking times or total public comment periods when necessary for the orderly conduct of the meeting, provided such adjustments are applied fairly and consistently.
- vi. Public comment on any single subject may be limited to a total of ten (10) minutes, unless otherwise determined by the City Council or Presiding Officer.

### **3. Meeting Schedule Language Updated**

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#### **EXISTING POLICY**

Stated in the Policy:

The council shall generally meet on the Second and Fourth Thursday of each month at 6:00 p.m. in the Veterans Community Center, 103 W Sherwood Avenue, McFarland, CA 93250, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the council.

#### **AMENDED POLICY**

Clarifies regular meeting dates, times, and meeting location consistent with current City Council practices.

Stated in the Policy:

The City Council shall generally meet on the Second and Fourth Wednesday of each month at 6:00 p.m. in the Veterans Community Center – Council Chambers, 103 W Sherwood Avenue, McFarland, CA 93250, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the council.

### **5. Updated Order of Business and Types of Agenda Items**

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#### **EXISTING POLICY**

##### **A. Order of Business and Types of Agenda Items**

The order of business should be carried out as listed on the agenda in the order as set out below; however, the presiding officer may reorder the items at the meeting, unless members object. Members may request items be reordered by motion.

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approve Agenda as to Form
6. Featured Pet
7. Presentations, Introductions and Awards: The presentation and receipt of ceremonial resolutions and celebrations not requiring formal legislative body action.
8. Public Comments – Matters Not on the Agenda: oral communications from the audience regarding matters not on the agenda but within the subject matter jurisdiction of the city.
9. Departmental Reports – Reports from City Department Directors, as needed

10. Consent Agenda: considered one item, consisting of matters routine in nature and not likely to be subject to debate or inquiry by the members or the public; typically adopted in one motion.
11. Public Hearings: duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the council.
12. Administrative Calendar: non-routine items requiring an oral presentation and discussion before action is taken.
13. Committee/Special District Meeting Reports: Council Updates on committee and special district meetings.
14. Council Statements and Reports:
  - a. Brief oral or written reports summarizing meeting or conference attendance at city expense, as required by Assembly Bill 1234 ([Government Code, § 53232.3](#));
  - b. Requests for the city manager or staff to report on various issues;
  - c. Requests to place items on a future council meeting agenda;
  - d. Requests to refer preparation or review of non-binding resolutions or ordinances to the Law and Legislation Committee; and
  - e. Reports on district and citywide activities or news.
15. Closed Session: confidential discussions with the legislative body as permitted by the [Brown Act](#).
16. Adjournment

## **AMENDED POLICY**

Revised the Order of Business and agenda item structure to comply with SB 707 requirements by modifying the placement of public comment and creating distinct procedures for in-person and remote public participation.

### **Stated in the Policy:**

#### **A. Order of Business and Types of Agenda Items**

The order of business shall generally be conducted in the sequence listed on the agenda. The Mayor or presiding officer may reorder agenda items for the efficient conduct of business unless a majority of the City Council objects. Agenda items may also be reordered by motion of the City Council.

#### **1. Call to Order**

The Mayor or presiding officer shall call the meeting to order at the time and place specified in the agenda.

**2. Roll Call**

The City Clerk shall conduct roll call and record attendance.

**3. Invocation**

An optional invocation may be provided.

**4. Pledge of Allegiance**

The Pledge of Allegiance shall be recited.

**5. Approve Agenda as to Form**

The City Council may approve the agenda as posted and may make permissible modifications consistent with the Ralph M. Brown Act.

**6. Featured Pet**

Presentation of adoptable animals or other informational recognition items as authorized by the City Manager.

**7. Presentations, Introductions and Awards**

The presentation and receipt of ceremonial resolutions, proclamations, recognitions, introductions, celebrations, and informational presentations that do not require formal City Council action.

**8. Public Comments**

a. Non-Agenda Item Public Statements (20 Minutes Total)

An opportunity for members of the public to address the City Council on matters within the subject matter jurisdiction of the City that are not listed on the agenda. Pursuant to Government Code Section 54954.3, the City Council shall not take action on items not appearing on the agenda except as authorized by law.

i. Remote Participation Statements (10 Minutes)

ii. In-Person Participation Statements (10 Minutes)

b. Agenda Item Public Statements (10 Minutes)

Members of the public shall be provided an opportunity to directly address the City Council regarding any agenda item before or during the City Council's consideration of that item. Public comment procedures shall be administered in compliance with the Ralph M. Brown Act and applicable state law.

i. Remote Participation Statements (10 Minutes)

ii. In-Person Participation Statements (10 Minutes)

**9. Council Comments**

Following Public Comment, Council Members may provide brief responses to public comments, request clarification from staff regarding issues raised during public comment, provide factual information, request staff to follow up with a member of the public, or request that a matter be placed on a future agenda for consideration in accordance with Government Code Section 54954.2(a)(3).

Council Members shall not engage in discussion or deliberation on matters not appearing on the agenda, except as permitted by the Ralph M. Brown Act. No action shall be taken on matters raised during Public Comment unless otherwise authorized by law.

**10. Departmental Reports**

Reports, updates, and informational presentations from City department directors, the City Manager, City Attorney, City Clerk, or other staff as appropriate.

**11. Consent Agenda**

Items considered routine in nature and not likely to require separate discussion, debate, or public inquiry. Consent Agenda items may be approved by a single motion. Any Council Member or member of the public may request the removal of an item for separate consideration.

**12. Public Hearings**

Duly noticed hearings required by local, state, or federal law that provide an opportunity for public review, testimony, and comment before City Council action is taken.

**13. Administrative Agenda**

Non-routine business items requiring staff presentation, City Council discussion, deliberation, and formal action.

**14. Reports from City Council on Committee/Special District Meetings**

Reports from Council Members regarding attendance at committee meetings, special district meetings, regional agencies, and other official assignments.

**15. Council Statements and Reports**

- a. Brief oral or written reports summarizing attendance at meetings, conferences, or events at City expense, as required by Government Code Section 53232.3 (AB 1234);
- b. Requests for the City Manager or staff to report on matters of interest;
- c. Requests to place items on a future City Council agenda;
- d. Requests to refer matters to a City Council committee or advisory body, if applicable; and
- e. Reports regarding district activities, community events, regional issues, and matters of general interest.
- f. No discussion or action shall be taken on matters not appearing on the agenda except as authorized by Government Code Section 54954.2(a)(3).

**16. Closed Session**

Confidential sessions authorized by the Ralph M. Brown Act for matters including, but not limited to, litigation, labor negotiations, personnel matters, and real property negotiations. Any reportable action taken during Closed Session shall be disclosed as required by law.

**17. Adjournment**

The formal conclusion of the meeting by the mayor or presiding officer.

## **6. Receiving Amount for Written Communication from the Public**

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### **EXISTING POLICY**

1. Interested parties or their authorized representatives may address the council by written communications regarding agenda items.
  - a. Written communications received by the city clerk will be delivered to members as soon as possible or at the city council meeting if related to an item on that meeting agenda. However, written communications will not be considered by the council unless such communications are accompanied by a verbal public comment.
  - b. Documents (20 copies recommended) that members of the public submit to the legislative body at the meeting shall be given directly to the city clerk for distribution and shall not be given directly to the members. The documents will be made available to the public.

### **AMENDED POLICY**

Revised the number of copies for receiving and processing written communications from the public as 10 copies is listed in our agenda.

#### **Stated in the Policy:**

1. Interested parties or their authorized representatives may address the council by written communications regarding agenda items.
  - a. Written communications received by the City Clerk will be delivered to the members as soon as practicable or at the City Council meeting if related to an item on that meeting agenda. Written communications may be submitted independently and shall not be required to accompany verbal public comment in order to be considered by the City Council.
  - b. Documents (10 copies recommended) that members of the public submit to the legislative body at the meeting shall be given directly to the city clerk for distribution and shall not be given directly to the members. The documents will be made available to the public.

## 7. Teleconference Meeting Provisions Updated

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### EXISTING POLICY

#### A. Teleconference Meetings

- a. Members of the City Council may participate via a teleconference platform only in accordance with the Brown Act.

### AMENDED POLICY

Updated teleconference provisions and remote participation procedures to reflect current SB707 state law requirements.

#### Stated in the Policy:

#### A. Teleconference Meetings

1. Members of the City Council may participate in meetings by teleconference only as authorized by the Ralph M. Brown Act and applicable state law.
2. When teleconference participation is utilized, the City shall provide notice, public access, and opportunities for public participation as required by law.

#### B. Technology Disruptions Affecting Remote Public Access

1. In accordance with Government Code Section 54953.4 and the City's Technology Disruption Policy, if a disruption in telephonic or internet service prevents members of the public from attending or observing a City Council meeting through the City's designated two-way remote access service, the City Clerk or designee shall announce the disruption and may call for a recess while staff undertakes good-faith efforts to restore service.
2. During a disruption, staff shall make reasonable efforts to restore remote public access.
3. The meeting may remain in recess for a reasonable period of time, generally not to exceed one (1) hour, while restoration efforts are underway.
4. If remote public access service is restored, the meeting shall reconvene and continue in accordance with the Ralph M. Brown Act.
5. If remote public access service is not restored after reasonable good-faith efforts, the City Council may reconvene and either:
  - a. Adjourn the meeting; or
  - b. Continue the meeting upon adoption, by roll call vote, of a finding that the City has made good-faith efforts to restore service and that the public interest in continuing the meeting outweighs the public interest in remote public access, as authorized by Government Code Section 54953.4.
6. The City Clerk shall document the disruption, restoration efforts, and any findings adopted by the City Council in the meeting minutes.

7. This section shall be implemented in accordance with the City's Technology Disruption Policy.

## 8. Conduct of the Public Provisions Included Profanity Section

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### EXISTING POLICY

#### A. General Conduct

##### 1. Decorum.

- a. Members of the public attending council meetings shall observe the same rules and decorum applicable to the members and staff as noted in chapters 3 and 4 of these Rules.
- b. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the council meeting. Examples of disorderly conduct include:
  - (i) Feet-stamping.
  - (ii) Whistling or other abrupt noises.
  - (iii) Yelling or shouting or interrupting a speaker who is addressing the council.
  - (iv) Organized silent demonstrations and other demonstrations intended to disturb the progress of the meeting.
  - (v) Physically threatening conduct.
  - (vi) Verbal threats.
  - (vii) Banging, slamming, or throwing objects.
  - (viii) Interfering with other attendees' ability to participate or address the council.
  - (ix) Entering areas of the chamber not intended for the public.
  - (x) Incitement to commit unlawful or disturbing acts or disrupt proceedings.
  - (xi) Refusing to abide speaker time limits and leave the podium when directed.
  - (xii) Placing physical objects in a manner that creates a disturbance or disrupts proceedings.
  - (xiii) Interjection when not at the podium.
  - (xiv) Refusing to heed the presiding officer's call for order.

- (xv) Approaching the podium or dais without permission of the presiding officer.
- (xvi) Signs may not be mounted to any solid item that would facilitate holding or waving and may not impede the view of other attendees.

## **AMENDED POLICY**

Added a section addressing profanity, obscene language, and other disruptive conduct during public participation, including the process for maintaining order and the actions that may be taken in response to violations.

### **Stated in the Policy:**

#### A. General Conduct

##### 1. Decorum

- a. Members of the public attending council meetings shall observe the same rules and decorum applicable to the members and staff as noted in chapters 3 and 4 of these Rules.
- b. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the council meeting. Examples of disorderly conduct include:
  - (i) **The use of profanity, obscene language, or other disruptive remarks that impede the orderly conduct of a meeting is prohibited. Individuals engaging in such conduct may be ruled out of order and subject to removal consistent with applicable laws and meeting procedures.**
  - (ii) Feet-stamping.
  - (iii) Whistling or other abrupt noises.
  - (iv) Yelling or shouting or interrupting a speaker who is addressing the council.
  - (v) Organized silent demonstrations and other demonstrations intended to disturb the progress of the meeting.
  - (vi) Physically threatening conduct.
  - (vii) Verbal threats.

- (viii) Banging, slamming, or throwing objects.
- (ix) Interfering with other attendees' ability to participate or address the council.
- (x) Entering areas of the chamber not intended for the public.
- (xi) Incitement to commit unlawful or disturbing acts or disrupt proceedings.
- (xii) Refusing to abide speaker time limits and leave the podium when directed.
- (xiii) Placing physical objects in a manner that creates a disturbance or disrupts proceedings.
- (xiv) Interjection when not at the podium or online.
- (xv) Approaching the podium or dais without permission of the presiding officer.
- (xvi) Signs may not be mounted to any solid item that would facilitate holding or waving and may not impede the view of other attendees.

## **“Exhibit A”**



# McFarland

CALIFORNIA

## Council Rules of Procedures Policy

Resolution No. 2026-79  
Adopted and Amended on June 24, 2026



401 W. Kern Avenue. McFarland, CA 93250.  
City Clerk: [Cityclerk@cityofmcfarland.ca.gov](mailto:Cityclerk@cityofmcfarland.ca.gov)  
Phone: 661-792-3091

## Chapter 1 - Authority/Administration

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1. These Council Rules of Procedure (“Rules”) apply when not in conflict with the Constitution, laws of the State of California, including the Ralph M. Brown Act (Government Code, § 54950 et seq) (“Brown Act”), of the McFarland Municipal Code. Until such time as they are amended or new rules are adopted by resolution, these Rules govern the order and conduct of business of the city council legislative bodies that meet concurrently with the council, council committees, and council-established boards, commissions, and committees (collectively, “legislative bodies”).
2. These rules are applicable to council-established boards, commissions, and committees, as well as to the persons sitting on those boards, commissions, and committees. Those council-established boards, commissions, and committees that are authorized to adopt rules of procedure shall adopt rules that are consistent with these Rules and may not be in conflict with the McFarland Municipal Code, the Constitution, or laws of the State of California.

### B. General Administration

1. The council shall review and revise these Rules at least annually, or as needed.
2. During council discussions, deliberations, and proceedings, the presiding officer has the primary responsibility to ensure that the council, staff, and members of the public adhere to these Rules.
3. Any member who thinks the Rules are being violated may make a “point of order” to call for the presiding officer to enforce the Rules.

### C. Amendment

Any rule may be adopted, altered, amended, or repealed by resolution at any time by a majority vote of the council, provided that at least 120 hour notice of such proposed rule change is given to the councilmembers.

### D. Suspension

1. Any rule may be temporarily suspended by a majority vote of all councilmembers present.

E. Rosenberg's Rules of Order

To the extent these Rules do not address an issue of parliamentary procedure for legislative body meetings, *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century* shall apply.

## Chapter 2 – Duties

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### A. Duties of Members and Staff

1. Members and city staff shall conduct the business of the City of McFarland:
  - a. Recognize that stewardship of the public interest is of primary concern;
  - b. Work for the common good of the people of McFarland; and
  - c. Assuring fair and equal treatment of all persons, claims, and transactions coming before the council, council committees, and council-established boards, commissions, and committees.

### B. Duties of Mayor and Vice Mayor

1. The Mayor is:
  - a. The presiding officer of the City and of all meetings of the council;
  - b. The official head of the City for performance of duties lawfully delegated to the Mayor by the Council, the laws of the State of California, or the McFarland Municipal Code;
  - c. Referred to as “chair” or “chairperson” when acting as presiding officer of legislative body meetings other than the council;
  - d. Considered a member of the council;
  - e. Entitled to make and second motions on matters before the council and vote on actions, but possesses no veto power over actions of the council;
  - f. The primary, but not the only, person responsible for interpreting the policies, programs, and needs of city government to the people; and for informing the people of any major change in policies or programs; and
  - g. Empowered, but not exclusively empowered, to make recommendations to the council on all policies and programs that require council decisions; and to perform such other duties as prescribed by the Council, the laws of the State of California, or the McFarland Municipal Code.
2. The Vice Mayor and Mayor Pro Tempore shall be elected annually from among the members of the council, other than the mayor, by a majority vote at the council’s first meeting in January.
  - a. In the absence of the Mayor from the city or a council meeting, the Vice Mayor shall possess all powers of the office of the Mayor and be subject to all prescribed duties for that office.
  - b. In the absence of the Mayor and Vice Mayor from the city or a council meeting, the Mayor Pro Tempore shall possess all powers of the office of the Mayor.

## Chapter 3 – Conduct of Members

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### A. Norms and Expectations

1. Members shall:
  - a. Put constituents first at all times;
  - b. Treat each other, staff, and members of the public with dignity, courtesy, and respect;
  - c. Value all opinions, be tolerant of new and different ideas, and encourage creativity and innovation;
  - d. Follow through on commitments and be accountable to each other;
  - e. Clarify when items are discussed in confidence and maintain appropriate confidentiality;
  - f. Be attentive to others, limiting interruptions and distractions;
  - g. Encourage dissent in debate while being mindful not to prolong discourse or block consensus;
  - h. Be candid with each other about ideas and feelings, and resolve conflicts directly;
  - i. Keep comments clear, concise, and on-topic to maximize opportunities for all to express themselves;
  - j. Continuously strive to improve how members work as a team;
  - k. Place clear and realistic demands on staff resources and time when requesting action;
  - l. Start and end meetings on time, work from an agenda, and be present, attentive, and prepared;
  - m. Present problems in a way that promotes discussion and resolution; and
  - n. Continually work to build trust in each other.

### B. General Conduct

1. Members shall:
  - a. Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments;
  - b. Be fair, impartial, and unbiased when voting on quasi-judicial actions;

- c. Wait to be acknowledged by the presiding officer before speaking;
- d. Move to require the presiding officer to enforce these Rules, and the presiding officer shall do so upon an affirmative vote of a majority of the members present;
- e. Preserve order and decorum during the meeting;
- f. Not delay or interrupt the proceedings or the peace of the council, nor disturb any member while speaking, by conversation or otherwise, nor disobey the orders of the council, or the presiding officer, except as otherwise herein provided;
- g. Abide by the Confidential Information Policy prohibiting disclosure of confidential communications and authorizing public censure for failure to comply with the policy;
- h. Support the laws established by the council; and
- i. Abide by these Rules in conducting the business of the City of McFarland.

#### C. Conduct with Members

##### 1. Members shall:

- a. Value each other's time;
- b. Attempt to build consensus on an item through an opportunity for dialogue; but when this is not possible, the majority vote shall prevail, and the majority shall show respect for the opinion of the minority;
- c. Have the right to dissent from, protest, or comment upon any action of the council;
- d. Respect each other's opportunity to speak and, if necessary, agree to disagree;
- e. Avoid offensive negative comments and practice civility and decorum during discussions and debate; and
- f. Assist the presiding officer's exercise of the affirmative duty to maintain order.

#### D. Conduct with City Manager and Staff

##### 1. Members of the city council shall:

- a. Speak to the city manager directly on issues and concerns;
- b. Direct the city manager to implement council's policy decisions through the administrative functions of the city;

- c. Treat staff professionally and refrain from publicly criticizing individual employees;
- d. Avoid involvement in personnel issues except during council closed sessions regarding council-appointed staff, including but not limited to the city attorney, city clerk, city manager, finance director, or chief of police;
- e. Discuss directly with the city attorney, city clerk, city manager, finance director, or chief of police as appropriate, any displeasure with a department or staff; and
- f. Request answers to questions on council agenda items from the city attorney, city clerk, city manager, finance director, or chief of police, or department directors prior to the meeting whenever possible.

2. General Direction

- a. Council requests that deal with policy issues and council requests that may be construed as direction must be directed to the city manager, except for general inquiries or questions, in which case the council may go to the department directors or key staff in the City Manager's Office. Members may also deal directly with the city attorney, city clerk, finance director, chief of police, or other staff appointed by the council.

E. Conduct with the Public

1. Members shall:

- a. Make the public feel welcome;
- b. Be impartial, respectful, and without prejudice toward the public;
- c. Listen courteously and attentively to public comment;
- d. Not argue back and forth with members of the public; and
- e. Make no promises to the public on behalf of the legislative body.

F. Conduct with Other Agencies

1. Members shall:

- a. Project a positive image of the city when dealing with other agencies;
- b. Show tolerance and respect for other agencies' opinions and issues and, if necessary, agree to disagree;

- c. Represent official policies or positions of the council when designated as delegates of a legislative body;
- d. Explicitly state when their opinions and positions do not represent the legislative body when representing their individual opinions and positions, and not allow the inference that they do (see also Chapter 13.A.1.c); and
- e. Have the ability to lobby or discuss issues that have been adopted by legislative bodies or are standing policies of the legislative bodies with other legislators, government officials, applicants, or other interested persons.

#### G. Conduct with Boards and Commissions

- 1. Councilmembers shall:
  - a. Treat all members of boards, commissions, and committees with appreciation and respect; and
  - b. Refrain from participation at board, commission, and committee meetings with the purpose of influencing the outcome of those meetings.

#### H. Conduct with the Media

- 1. Members shall not discuss – or go "off the record" with the media to discuss – confidential or privileged information pertaining to closed sessions, or attorney-client privileged or attorney work product communications, including personnel, litigation, or real property negotiations.
- 2. Providing non-confidential, non-privileged background information is acceptable.

#### I. Ethical Conduct

- 1. Members shall conduct themselves in accordance with the following policies, including but not limited to:
  - a. Members shall comply with a citywide nepotism policy adopted or approved by city council resolution.
  - b. Members shall comply with the citywide whistleblower protection policy adopted or approved by city council resolution.
  - c. Members shall receive ethics training material, as required by Assembly Bill 1234 within 30 days of taking office and at least every two years.
  - d. Members shall receive sexual harassment training material, as required by Assembly Bills 1825 and 1661 within 30 days of taking office and at least every two years.

- e. Members shall follow the Political Reform Act and Fair Political Practices Commission regulations.
- f. Members shall conduct themselves in accordance with such policies and training.

## Chapter 4 – Conduct of City Staff

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### A. General Conduct

1. Staff shall:
  - a. Prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule;
  - b. Be available for questions from members in accordance with the Brown Act prior to and during meetings;
  - c. Respond to questions from the public during meetings only when requested to do so by members or the city manager;
  - d. Refrain from arguing with the public or members; and
  - e. Switch electronic equipment such as cellular telephones to silent or off mode during council meetings.
2. Staff shall remain objective on issues and not be advocates for issues unless so directed by the legislative body.
3. To the extent permitted by the Brown Act, the city manager and staff shall, as soon as possible, inform the mayor and members representing the districts affected of controversial, significant-impact issues that are coming before the legislative body.
4. The city manager shall advise management staff of potentially political or controversial issues coming before the legislative body and direct staff to be present and appropriately prepared.

## Chapter 5 – Conduct of the Public

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### A. General Conduct

#### 1. Decorum

- a. Members of the public attending council meetings shall observe the same rules and decorum applicable to the members and staff as noted in chapters 3 and 4 of these Rules.
- b. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the council meeting. Examples of disorderly conduct include:
  - (i) The use of profanity, obscene language, or other disruptive remarks that impede the orderly conduct of a meeting is prohibited. Individuals engaging in such conduct may be ruled out of order and subject to removal consistent with applicable laws and meeting procedures.
  - (ii) Feet-stamping.
  - (iii) Whistling or other abrupt noises.
  - (iv) Yelling or shouting or interrupting a speaker who is addressing the council.
  - (v) Organized silent demonstrations and other demonstrations intended to disturb the progress of the meeting.
  - (vi) Physically threatening conduct.
  - (vii) Verbal threats.
  - (viii) Banging, slamming, or throwing objects.
  - (ix) Interfering with other attendees' ability to participate or address the council.
  - (x) Entering areas of the chamber not intended for the public.
  - (xi) Incitement to commit unlawful or disturbing acts or disrupt proceedings.
  - (xii) Refusing to abide speaker time limits and leave the podium when directed.
  - (xiii) Placing physical objects in a manner that creates a disturbance or disrupts proceedings.
  - (xiv) Interjection when not at the podium or online.

- (xv) Refusing to heed the presiding officer's call for order.

- (xvi) Approaching the podium or dais without permission of the presiding officer.
  - (xvii) Signs may not be mounted to any solid item that would facilitate holding or waving and may not impede the view of other attendees.
- c. Enforcement. In addition to the presiding officer, the sergeant-at-arms shall have primary responsibility for enforcing council meeting decorum. Additionally, any member may at any time call for a point of order, to request the timely enforcement of these rules of decorum.
- (i) The presiding officer shall request that a person who is breaching the rules of decorum cease the conduct. If the person does not cease the conduct immediately, the presiding officer may order the person to leave the council meeting or order the sergeant-at-arms to remove the person.
  - (ii) The sergeant-at-arms shall assist in enforcing the rules of decorum, including removing disorderly persons upon order of the presiding officer or decorum officer.
  - (iii) Nothing in these Rules shall be interpreted or applied in a manner that restricts speech based upon the viewpoint, opinion, or content of a speaker's remarks. Enforcement of these Rules shall be based solely upon actual disruptive conduct and not upon disagreement with a speaker's viewpoint.
2. Lobbyists shall identify themselves and the client(s), business, or organization they represent before speaking to the council.
3. Members of the public wishing to provide documents to the council shall comply with Chapter 7.D.

## B. Addressing the City Council

1. Public Comment:
- a. Purpose of public comment. During regular meetings, the city provides opportunities for the public to address the council as a whole in order to listen to the public's opinions regarding agendized items and unagendized matters within the subject matter jurisdiction of the city. At all other (special) meetings, public comment is limited to agendized items.
  - b. Public comments should not be addressed to individual members nor to city officials, but rather to the council as a whole regarding city business.
  - c. While members of the public may speak their opinions on city business, personal attacks on members and city officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the council.

- d. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be “question and answer” periods or conversations with the council and city officials. The limited circumstances under which members may respond to public comments are set out in Chapter 8.D.2.
  - e. The presiding officer may stop a member of the public whose comments are not confined to the agenda item being heard. During the public comment portion of the agenda, the presiding officer may stop a member of the public whose comments are not within the subject matter jurisdiction of the city.
2. **Speaker Time Limits**
- In the interest of facilitating the efficient conduct of City business while preserving the public's right to address the City Council, the following time limits shall apply to public comments during City Council meetings.
- a. **Non-Agenda Public Comments**  
Public comments on matters not appearing on the agenda shall be limited to a total of twenty (20) minutes, allocated as follows:
    - 1. In-Person Speakers – up to ten (10) minutes total.
    - 2. Remote Speakers – up to ten (10) minutes total.
 Individual speakers shall be limited to two (2) minutes each unless otherwise adjusted by the Presiding Officer.
  - b. **Agenda Item Public Comments**  
Public comments on each agenda item shall be limited to a total of twenty (20) minutes per agenda item, allocated as follows:
    - 1. In-Person Speakers – up to ten (10) minutes total.
    - 2. Remote Speakers – up to ten (10) minutes total.
 Individual speakers shall be limited to two (2) minutes each unless otherwise adjusted by the Presiding Officer.
  - c. **Consent Calendar**  
The Consent Calendar shall be considered a single agenda item for purposes of public comment. Speakers shall be limited to two (2) minutes each for comments relating to the Consent Calendar.  
Any Council Member may remove an item from the Consent Calendar for separate consideration. Once removed, the item shall be considered individually and speakers shall be limited to two (2) minutes each on the removed item.
  - d. **Discussion and Business Items**  
Speakers addressing discussion, public hearing, or business items shall be limited to two (2) minutes per speaker per item unless otherwise adjusted by the Presiding Officer.
  - e. **Meeting-Wide Time Limits**
    - i. No individual speaker shall address the City Council for more than a cumulative total of eight (8) minutes during a single meeting.
    - ii. The Presiding Officer shall utilize the Council's timing system to provide speakers with notice of their remaining speaking time.
    - iii. Speakers are encouraged to avoid repetition and limit their remarks to new information not previously presented. Organized groups are encouraged to designate a spokesperson;

however, no additional speaking time shall be granted.

- iv. Speakers may not transfer or yield any portion of their allotted speaking time to another individual.
- v. The Presiding Officer may reasonably reduce or extend individual speaking times or total public comment periods when necessary for the orderly conduct of the meeting, provided such adjustments are applied fairly and consistently.
- vi. Public comment on any single subject may be limited to a total of ten (10) minutes, unless otherwise determined by the City Council or Presiding Officer.

### **3. Speaker Slips**

Members of the public wishing to address the City Council are encouraged to submit a speaker slip to the City Clerk identifying the agenda item or non-agenda matter on which they wish to speak. Submission of a speaker slip assists in the orderly conduct of the meeting but shall not be required as a condition of addressing the City Council.

Speaker slips may be submitted at any time prior to the close of public comment on the applicable item. The Presiding Officer may recognize speakers who have not submitted a speaker slip, subject to the procedures and time limits established by these rules.

### **4. Electronic Devices**

- a. Members of the public shall turn their electronic devices that are capable of emitting sound – including cellular telephones, personal data devices, digital tablets, laptop computers, etc. – to the off- or silent-mode during council meetings.
- b. Cameras. Cameras and recording equipment may be used during council meetings only if:
  - i. The devices are silent during use; and
  - ii. The devices are used in a manner and at locations that do not impede walkways or others views of the meeting or disrupt the conduct of the meeting.
  - iii. Continual lighting may not be used with video recording.
  - iv. Flash photography is not allowed.

### **5. Approaching Council**

- a. Members of the public shall not approach the dais without the express consent of the presiding officer or city clerk.
- b. Members of the public wishing to address the legislative body must approach the podium when recognized by the presiding officer or city clerk and speak only from the podium.

## Chapter 6 – Meeting Types and Schedules

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### A. Regular Meetings

1. The City Council shall hold regular meetings at the time and place established by resolution, ordinance, minute order, or other official action of the City Council. A majority of regular City Council meetings shall be held after 6:00p.m. All meetings of the City Council shall be open to the public except as otherwise permitted by applicable law.
2. The City Council shall generally meet on the Second and Fourth Wednesday of each month at 6:00 p.m. in the Veterans Community Center – Council Chambers, 103 W Sherwood Avenue, McFarland, CA 93250, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the council.
3. City boards, commissions, and committees shall hold regular meetings and provide the time, place, and manner of holding its meetings. All meetings of the city’s legislative bodies must be open to the public, except as permitted by state law. The City Council shall annually adopt a meeting schedule for all legislative bodies.

### B. Special Meetings

1. The Mayor or a majority of the members of the City Council may direct the city clerk to call a special meeting by providing notice 24 hours in advance of the meeting to the mayor, to all members, and to all media outlets and persons having requested in writing notification of such meetings pursuant to Government Code Section 54956.
2. Notice of a special meeting shall be provided at least twenty-four (24) hours in advance and shall be given to all members of the City Council, all media outlets, and all persons who have requested notice in writing, as required by law.
3. The notice shall specify the time, place, and business to be transacted. No other business shall be considered at the special meeting.

### C. Adjourned Meetings

Any regular, adjourned regular, special, or adjourned special meeting may be adjourned to a time and place specified in the order of adjournment in accordance with Government Code Section 54955.

### D. Emergency Meetings

1. In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities or services, the City Council may hold an emergency meeting without complying with either the 72-hour (regular meeting) or 24-hour (special meeting) notice and posting requirements but shall otherwise comply with the Brown Act procedures generally stated below.
2. Each local newspaper of general circulation and radio or television station that has requested notice of emergency meetings pursuant to the Brown Act shall be notified by the City Clerk, or designee thereof, at least one hour prior to the emergency

meeting, or in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the emergency meeting.

3. This notice shall be given by telephone call or text message to the numbers provided in the most recent request for notification.
4. In the event that telephone services are not functioning, the notice requirements of this section are deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.
5. During an emergency meeting, the legislative body may meet in closed session pursuant to the Brown Act if agreed to by a two-thirds vote of the members present, being not less than five votes of the council.
6. All special meeting requirements in the Brown Act are applicable to an emergency meeting, except for the 24-hour notice and posting requirement.
7. The minutes of an emergency meeting; a list of persons who the presiding officer of the legislative body, or designee of the council, notified or attempted to notify; a copy of the roll call vote; and any actions taken at the meeting, shall be posted for a minimum of ten days in a public place as soon after the meeting as possible.

#### E. Closed Sessions

1. Closed sessions generally shall be special meetings held immediately after regular meetings.
2. In accordance with the Brown Act, the public may speak regarding any closed session item prior to the closed session.
3. All closed session information, verbal or written, is privileged and confidential and shall not be shared with any person not at the closed session. Any member sharing information in violation of this rule may be subject to corrective action authorized by law or City Policy, including censure by the City Council.
4. The city attorney shall report out in public session any reportable actions that were taken by council and the vote on such actions in accordance with the Brown Act.

#### F. Public Hearings

1. The city clerk shall set council hearing dates and notify the council via the preliminary draft agenda on all matters that require a notice and public hearing before the council, such as matters received from the planning division and appeals to the council.
2. Public hearings will not be withdrawn or continued without the full knowledge and concurrence of the councilmembers.

3. The council may refuse to grant a continuance of any hearing unless there is a valid legal reason why the hearing must be continued.
4. Continuances.
  - a. Any person (applicant, appellant, or designated representative) scheduled for a public hearing before the legislative body:
    - (i) May obtain one continuance for a period not to exceed the second regular meeting after the original scheduled hearing date, as a matter of right, without personally appearing on the scheduled hearing date, provided a written request for the continuance must be delivered to the city clerk by noon on the day prior to the scheduled public hearing. Any person who has once obtained a continuance by any procedure may not obtain a subsequent continuance under this Chapter 6.F.4.a(i).
    - (ii) Who wants to obtain a continuance of the hearing beyond the second regular meeting after the original scheduled hearing date, or who has not notified the city clerk as provided in Chapter 6.F.4.a(i), may obtain a continuance only by appearing before the legislative body at the time the original hearing is scheduled and requesting a continuance. This continuance is not a matter of right and will not be granted unless the legislative body is satisfied that good cause exists for the continuance and that a substantial number of people will not be inconvenienced by such continuance.
    - (iii) Who has once obtained a continuance of a hearing either by notice to the city clerk under Chapter 6.F.4.a(i) or by personal appearance under Chapter 6.F.4.a(ii) may obtain a further continuance only by appearing before the legislative body at the scheduled hearing and satisfying the legislative body that extraordinary circumstances exist that would justify this second continuance.
    - (iv) Who has twice obtained a continuance of a hearing may obtain an additional continuance only by appearing before the legislative body at the scheduled hearing and satisfying the legislative body that a miscarriage of justice would result from the refusal of the legislative body to grant a continuance.
  - b. City staff may obtain a continuance based on the need of the originating department or on behalf of a member. Department staff may request, via the city clerk, as many continuances as needed to complete and ready the project or appeal for the hearing process; however, staff may not serve as a requestor on behalf of an applicant or appellant.

- c. Any organized group of residents or neighborhood associations not recognized as an applicant or appellant may contact their councilmember and request a continuance as needed to complete and ready the project or appeal for the hearing process. The member, in their sole discretion, may request the legislative body approve the continuance for good cause.
- d. At the meeting when the hearing is scheduled, but before the hearing starts, any member may request the council approve a continuance.
- e. Disputes regarding the length of a continuance will be decided by the council at the scheduled hearing if city staff or the city clerk cannot obtain mutual agreement between the parties beforehand.

#### G. Teleconference Meetings

- 1. Members of the City Council may participate in meetings by teleconference only as authorized by the Ralph M. Brown Act and applicable state law.
- 2. When teleconference participation is utilized, the City shall provide notice, public access, and opportunities for public participation as required by law.

#### H. Technology Disruptions Affecting Remote Public Access

- 1. In accordance with Government Code Section 54953.4 and the City's Technology Disruption Policy, if a disruption in telephonic or internet service prevents members of the public from attending or observing a City Council meeting through the City's designated two-way remote access service, the City Clerk or designee shall announce the disruption and may call for a recess while staff undertakes good-faith efforts to restore service.
- 2. During a disruption, staff shall make reasonable efforts to restore remote public access.
- 3. The meeting may remain in recess for a reasonable period of time, generally not to exceed one (1) hour, while restoration efforts are underway.
- 4. If remote public access service is restored, the meeting shall reconvene and continue in accordance with the Ralph M. Brown Act.
- 5. If remote public access service is not restored after reasonable good-faith efforts, the City Council may reconvene and either:
  - a. Adjourn the meeting; or
  - b. Continue the meeting upon adoption, by roll call vote, of a finding that the City has made good-faith efforts to restore service and that the public interest in continuing the meeting outweighs the public interest in remote public access, as authorized by Government Code Section 54953.4.
- 6. The City Clerk shall document the disruption, restoration efforts, and any findings adopted by the City Council in the meeting minutes.
- 7. This section shall be implemented in accordance with the City's Technology Disruption Policy.

## Chapter 7 – Meeting Agendas

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### A. Requirements for Agenda Item Submission

1. The city manager and city clerk shall develop the agenda for council meetings in consultation with the mayor and/or vice mayor.
2. Department directors, subject to the discretion of the city manager, may submit staff reports or descriptions of oral reports to the city clerk for placement on the agenda.
3. Outside agencies and advisory bodies, and city boards, committees and commissions may submit agenda items in accordance with the following:
  - a. Items must be sponsored for agenda placement by the mayor, councilmembers, charter officers, or department staff; and
  - a. All agenda items must be submitted at least five (5) days prior to the scheduled meeting.
4. Prior to an agenda item being brought to the city council, it should be brought to any relevant city board, committee, or commission and the staff report should include the board, committee, or commission recommendation.

### B. Declaration of Policy

1. No ordinance, resolution, motion, or item of business may be introduced or acted upon at a meeting of a legislative body of the city without it appearing on a duly noticed and posted agenda in accordance with the Brown Act. Exceptions to this rule are limited to those provided by state law.
2. No ordinance, resolution, motion, or item of business will be considered that:
  - a. Does not affect the conduct of the business of the City of McFarland or its powers or duties as a municipal corporation, or
  - b. Supports or disapproves of any legislation or action:
    - (i) Of the State of California;
    - (ii) Of the President or Congress of the United States; or
    - (iii) Before any officer or agency of the state or nation, unless the proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers or duties of the City of McFarland or its officers or employees.
  - c. Chapter 7.B.2 may be invoked only before public comment or council deliberation on the matter and by five affirmative votes on the question: “Shall the council consider this matter?”

### C. Procedures for Submission of Reports

1. A written staff report should be prepared and submitted in accordance with the agenda review procedure and reviewed by the relevant departments including but not limited to finance, city manager, and city attorney.
2. Continued items do not require a new report if there are no changes other than the agenda date. If there is any other change, a new report meeting all applicable requirements must be submitted.
3. Staff reports should include sufficient information for members of the council and the public to understand the action being considered including any board, commission, or committee recommendation, and the appropriate legislative history.

#### D. Written Communications from the City and the Public

1. The city clerk shall manage communications to members regarding meeting topics to ensure compliance with the Brown Act.
  - a. Except for records exempt from disclosure under the California Public Records Act (Government Code, § 54957.5, subd. (b)) and otherwise by law, agendas and any other writings distributed to all or a majority of the members of a legislative body for discussion or consideration at a public meeting are disclosable to the public and shall be made available upon request without delay.
  - b. Materials distributed to the members during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the city or a member, or at the conclusion of the meeting if prepared by another person (Government Code, § 54957.5, subd. (b)).
2. Interested parties or their authorized representatives may address the council by written communications regarding agenda items.
  - a. Written communications received by the City Clerk will be delivered to the members as soon as practicable or at the City Council meeting if related to an item on that meeting agenda. Written communications may be submitted independently and shall not be required to accompany verbal public comment in order to be considered by the City Council.
  - b. Documents (10 copies recommended) that members of the public submit to the legislative body at the meeting shall be given directly to the city clerk for distribution and shall not be given directly to the members. The documents will be made available to the public.

#### E. Preparation of the Agenda Packet

1. No later than 120 hours prior to each regularly scheduled meeting, the city clerk shall finalize the agenda packet for final review by City staff and the City Attorney.
2. Agenda Packet Contents.
  - a. The agenda packet will include the agenda, the staff reports, draft resolutions and

ordinances, contracts, and other attachments. Items approved by Department Directors, the City Manager and the City Attorney will be delivered and published to the city's website upon receipt by the city clerk. No item is required to be considered by the legislative body if the applicable written material is not delivered to the members before the meeting and made available to the public at the same time.

- b. Corrections or supplements to a staff report or other written materials already included in the agenda packet may be delivered separately.
- c. All agreements on the agenda must be available for review by the council and the public prior to the meeting, or at the meeting location during the meeting, unless determined otherwise by the city attorney.
- d. Unless waived by a two-thirds vote of council, all city labor agreements and all agreements greater than \$1,000,000 must be posted on the city's website and be made available to the public at least ten days prior to council action.

#### F. Distribution of the Packet

1. The city clerk shall distribute the agenda packet to the members and post it to the website no later than 72 hours prior to a regularly scheduled meeting.

#### G. Posting of Agenda

1. The city clerk shall post the agenda of each regular meeting of the legislative body at least 72 hours in advance of the meeting in a location that is freely accessible to members of the public, as required by the Brown Act.
2. If technical difficulties occur, the agenda and reports will be published on the city's website as soon as those difficulties are resolved.

#### H. Failure to Meet Agenda Deadlines

1. The city clerk shall not, without the concurrence of the city manager and city attorney, accept any agenda item or revised agenda item after the deadlines established and noted in these Rules.
2. Any agenda items or revised agenda items submitted after the established deadlines will be reviewed by relevant departments as identified by the agenda workflow approval process.

#### I. Exceptions to the Agenda Requirement

1. Matters not included on the published agenda may be discussed and acted upon by the legislative body only in the following situations:
  - a. At a meeting during which a majority of the members determine in open session that the matter in question constitutes an "emergency" (Government Code, §

54956.5); or

b. upon a determination by a majority of the members that:

- (i) There is a need to take immediate action; and
- (ii) The need for action came to the attention of the city after the agenda had been posted.

## J. Order of Business and Types of Agenda Items

The order of business shall generally be conducted in the sequence listed on the agenda. The Mayor or presiding officer may reorder agenda items for the efficient conduct of business unless a majority of the City Council objects. Agenda items may also be reordered by motion of the City Council.

### 1. **Call to Order**

The Mayor or presiding officer shall call the meeting to order at the time and place specified in the agenda.

### 2. **Roll Call**

The City Clerk shall conduct roll call and record attendance.

### 3. **Invocation**

An optional invocation may be provided.

### 4. **Pledge of Allegiance**

The Pledge of Allegiance shall be recited.

### 5. **Approve Agenda as to Form**

The City Council may approve the agenda as posted and may make permissible modifications consistent with the Ralph M. Brown Act.

### 6. **Featured Pet**

Presentation of adoptable animals or other informational recognition items as authorized by the City Manager.

### 7. **Presentations, Introductions and Awards**

The presentation and receipt of ceremonial resolutions, proclamations, recognitions, introductions, celebrations, and informational presentations that do not require formal City Council action.

### 8. **Public Comments**

#### a. **Non-Agenda Item Public Statements (20 Minutes Total)**

An opportunity for members of the public to address the City Council on matters within the subject matter jurisdiction of the City that are not listed on the agenda. Pursuant to Government Code Section 54954.3, the City Council shall not take

action on items not appearing on the agenda except as authorized by law.

- i. Remote Participation Statements (10 Minutes)
  - ii. In-Person Participation Statements (10 Minutes)
- b. Agenda Item Public Statements (10 Minutes)

Members of the public shall be provided an opportunity to directly address the City Council regarding any agenda item before or during the City Council's consideration of that item. Public comment procedures shall be administered in compliance with the Ralph M. Brown Act and applicable state law.

- i. Remote Participation Statements (10 Minutes)
- ii. In-Person Participation Statements (10 Minutes)

## **9. Council Comments**

Following Public Comment, Council Members may provide brief responses to public comments, request clarification from staff regarding issues raised during public comment, provide factual information, request staff to follow up with a member of the public, or request that a matter be placed on a future agenda for consideration in accordance with Government Code Section 54954.2(a)(3).

Council Members shall not engage in discussion or deliberation on matters not appearing on the agenda, except as permitted by the Ralph M. Brown Act. No action shall be taken on matters raised during Public Comment unless otherwise authorized by law.

## **10. Departmental Reports**

Reports, updates, and informational presentations from City department directors, the City Manager, City Attorney, City Clerk, or other staff as appropriate.

## **11. Consent Agenda**

Items considered routine in nature and not likely to require separate discussion, debate, or public inquiry. Consent Agenda items may be approved by a single motion. Any Council Member or member of the public may request the removal of an item for separate consideration.

## **12. Public Hearings**

Duly noticed hearings required by local, state, or federal law that provide an opportunity for public review, testimony, and comment before City Council action is taken.

## **13. Administrative Agenda**

Non-routine business items requiring staff presentation, City Council discussion, deliberation, and formal action.

## **14. Reports from City Council on Committee/Special District Meetings**

Reports from Council Members regarding attendance at committee meetings, special district meetings, regional agencies, and other official assignments.

## **15. Council Statements and Reports**

- a. Brief oral or written reports summarizing attendance at meetings, conferences, or events at City expense, as required by Government Code Section 53232.3 (AB 1234);
- b. Requests for the City Manager or staff to report on matters of interest;
- c. Requests to place items on a future City Council agenda;
- d. Requests to refer matters to a City Council committee or advisory body, if applicable; and
- e. Reports regarding district activities, community events, regional issues, and matters of general interest.
- f. No discussion or action shall be taken on matters not appearing on the agenda except as authorized by Government Code Section 54954.2(a)(3).

## **16. Closed Session**

Confidential sessions authorized by the Ralph M. Brown Act for matters including, but not limited to, litigation, labor negotiations, personnel matters, and real property negotiations. Any reportable action taken during Closed Session shall be disclosed as required by law.

## **17. Adjournment**

The formal conclusion of the meeting by the mayor or presiding officer.

## K. Ordinances and Non-Binding Resolutions

1. Ordinance and non-binding resolution preparation must be referred to the City Attorney before coming to council, as described in Chapter 13.
2. Ordinances on the agenda may be passed for publication or adopted in accordance with the procedures set by California Law.
3. Ordinance changes during the review and adoption process.
  - a. The text of an ordinance as approved by the City Attorney, receiving the necessary votes to bring the matter to council, must be the text that is included in the published agenda as pass-for-publication.
  - b. If an ordinance is brought to council, the text of the ordinance brought to council must be the same text as was submitted to the City Attorney.
  - c. The text of an ordinance passed for publication must be the text that is included in the published agenda for the meeting at which the adoption of the ordinance is discussed.
  - d. Notwithstanding subsections a, b, and c, typographical and clerical errors may be corrected at any time during the ordinance review and adoption process.
  - e. If a member intends to make a substantive (i.e., anything not typographical or clerical) change to an ordinance after it is included in a published agenda, at or before the time the ordinance adoption item is called on the agenda, the member shall distribute sufficient written copies of the proposed change so that all other members, the charter officers, relevant city staff, and the public audience have copies.
  - f. If the legislative body's motion to adopt a resolution or ordinance includes a change to the resolution or ordinance text from that published in the agenda, prior to the vote the city clerk shall repeat verbatim the proposed change or otherwise indicate the change is reflected in the circulated written copy of the change.

- g. Ordinances bypassing the pass-for-publication requirement are subject applicable State laws.

## Chapter 8 – Conduct of Meeting

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### A. Call to Order – Presiding Officer

1. The mayor, or in the mayor's absence the vice mayor, shall take the chair at the hour appointed for the meeting and shall immediately call the meeting of the council to order.
2. In the absence of the mayor and vice mayor, the mayor pro tem shall preside over the meeting.
3. Upon the arrival of the mayor, the vice mayor shall immediately relinquish the chair at the conclusion of the business then before the council.
4. For council standing committees the chair shall call to order and preside over the meeting. In the absence of the chair, the vice chair shall perform the duties and obligations of the chair.
5. For all other city established legislative bodies the chair shall call to order and preside over the meeting. In the absence of the chair, the vice chair shall perform the duties and obligations of the chair. In the absence of chair and vice chair, the city clerk shall call the meeting to order, and a temporary chairperson shall be elected from among the members present. Upon arrival of the chair or vice chair, the temporary chairperson shall relinquish the position upon conclusion of the item then before the legislative body.

### B. Roll Call/Attendance

1. A majority of the members of the council then in office constitutes a quorum.
2. Before the legislative body proceeds with the business before it, the city clerk shall note the members present for the minutes. The late arrival and early departure of members will be entered into the action minutes.
3. A councilmember is considered present at a meeting if the member is either physically in the council chamber or is participating in the meeting through teleconference in accordance with the [Brown Act](#). Meeting attendance of the mayor or councilmembers through teleconference is permitted only in extraordinary circumstances.
4. Members must be physically present at the council chamber dais or teleconference location to vote. Proxy or absentee voting is not permitted.

## C. Order of Discussion

The order of business must be carried out as listed on the agenda as set out above; however, the presiding officer may reorder the items at the meeting, unless members object. Members may request items be reordered by motion.

1. Consent calendar items removed for discussion
  - a. Members, the city manager, or other charter officers may request that any matter be removed from the consent calendar and a separate vote taken.
  - b. All matters remaining on the consent calendar shall be approved by a single action, such single action to have the legal effect of individual action on each matter.
  - c. If consent calendar items are removed, they shall be discussed immediately after adoption of the balance of the consent calendar.
2. Public Hearings.
  - a. The order of public hearings will generally be as follows:
    - (i) Open the public hearing.
    - (ii) Member report of ex parte communications.
    - (iii) Staff comments, information, and reports, followed by member questions.
    - (iv) Proponent, if applicable, speaks, followed by member questions.
    - (v) Opponent, if applicable, speaks, followed by member questions.
    - (vi) If the public hearing is on an appeal that does not require council de novo review, then the appellant (opponent) speaks before the applicant (proponent) in accordance with the allotted time.
    - (vii) Public comments.
    - (viii) If the public hearing is a de novo review appeal, the applicant speaks in rebuttal, but if not a de novo review appeal, the appellant speaks in rebuttal.
    - (ix) Closure of public comment period.
    - (x) Further member discussion.
    - (xi) Motion to close public hearing and take action.

- b. The presiding officer may direct speakers to avoid repetition in order to permit maximum information to be provided the legislative body within the time allotted for the hearing.
  - c. The appellant and applicant shall be allocated sufficient time to address the legislative body. However, reasonable time limits on persons addressing the legislative body, including applicants, proponents, and opponents may be imposed if necessary for the orderly conduct of the hearing and the limits are fairly applied.
3. Administrative Agenda.
- a. The order of discussion after introduction of an item will generally be as follows:
    - (i) Staff comments, information, and reports, followed by questions from the members.
    - (ii) Public comments and information, followed by questions from the members.
    - (iii) Member discussion, motion, and action.
  - b. Once the item is placed before the council for discussion, motion, or action, no member of staff or the public is allowed to address the council without the consent of the mayor or members.
4. Public Comment for matters not on the agenda will be held at the beginning of each regular meeting.

D. Public Comment for Matters Not on the Agenda

- 1. As required by the Brown Act, a portion of each council meeting agenda will provide an opportunity for members of the public to address the council on any agendized item, including closed session and consent calendar items. Regular meeting agendas also will provide for public comment on any non-agendized matter that is within the subject matter jurisdiction of the city.
- 2. In response to public comment on non-agendized items, the members may individually:
  - a. briefly respond to statements made or questions posed by members of the public;
  - b. ask questions for clarification;
  - c. provide a reference to staff or other resources for factual information or response;
  - d. request staff to report to the council at a subsequent meeting; and
  - e. request staff to place a matter of business on a future agenda as needed.

#### E. Quorum Call

1. During the course of the meeting, should the presiding officer note a quorum is lacking, the presiding officer shall call this fact to the attention of the city clerk.
2. The presiding officer then shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the presiding officer may declare a recess for a reasonable period of time in order to reestablish a quorum.
3. If no quorum is reestablished within a reasonable time, the presiding officer shall adjourn the meeting.
4. Continuation of a meeting extending past 9:30 p.m. requires a majority vote of the members present.

#### F. Obtaining the Floor

1. Any member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer shall recognize any member who seeks the floor when appropriately entitled to do so.
2. With the concurrence of the presiding officer, a member holding the floor may address a question to another member and that member may respond while the floor is still held by the member asking the question. A member may opt not to answer a question while another member has the floor.

#### G. Motions

1. *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century* governs the management of motions.

#### H. Voting

1. Requirements for Action.
  - a. Unless a higher vote is required by the city code, or otherwise by law, the affirmative votes of at least a majority of those members present:
    - (i) For the council to take action on an item of business;
    - (ii) To pass any ordinance, resolution, or motion; or
    - (iii) To make or approve any order for the payment of money requiring council approval.
  - b. Any ordinance declared by the council to be necessary as an emergency measure and containing a statement of the facts constituting such emergency may be introduced and adopted at the same meeting if passed by at least four affirmative votes.

## 2. Voting Disqualification.

- a. A member shall not vote upon a matter if the member is disqualified from voting on that matter due to a conflict of interest. Nor shall any member vote on a quasi-judicial matter if the member is biased regarding that matter.
- b. A member shall openly state an abstention due to a conflict of interest or bias.
- c. A member who is abstaining due to a financial conflict of interest shall publicly identify the financial interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- d. As to any other conflict of interest, the member's determination may be accompanied by an oral or written disclosure of the conflict of interest.
- e. A member who is disqualified by a conflict of interest in any matter shall not remain on the dais during the discussion and shall not vote on that matter. However, the member may remain on the dais for Consent Calendar items if the member states the abstention from the vote due to the described conflict of interest before the Consent Calendar is voted on in one motion.

## Chapter 9 – Council Vacancies

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### A. Procedures

1. Absence from five consecutive regular meetings of the council, unless excused by resolution of the council, operates to vacate the seat of the mayor or councilmember so absent.
2. A vacancy in the office of councilmember or mayor may be filled by special election called by the council or may be filled by appointment. The city clerk shall take the necessary actions to accomplish the special election or recruitment and appointment of candidates as provided by council Resolution.

## Chapter 10 - Facilities

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### A. Meeting Locations

1. Whenever practical, legislative body meetings shall be held at the McFarland Veterans Community Center – Council Chambers, located at 103 W Sherwood Avenue, McFarland, CA 93250.

### B. Meeting Capacity

1. Council chamber attendance is limited to the posted seating capacity. The city manager shall appropriately regulate entrance to the council chamber when the council chamber capacity is likely to be exceeded. When legislative bodies are in session, members of the public shall not remain standing in the seating area or aisles of the council chamber. Sitting on the floor is not permitted. The sergeant-at-arms shall enforce this chapter.
2. In compliance with the Americans with Disabilities Act, meeting locations are accessible to the public. If a member of the public needs special assistance, a disability-related modification or accommodation, agenda materials in an alternative format, or auxiliary aids to participate in this meeting, they should contact the Office of the City Clerk at 661-792-3091 or [cityclerk@cityofmcfarland.ca.gov](mailto:cityclerk@cityofmcfarland.ca.gov) as soon as possible. Providing at least 72 hours' notice will help ensure that reasonable arrangements can be made.

## Chapter 11 - City Council Committees and Regional Organizations

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### A. General

1. The mayor shall make all appointments to council standing committees, subject to the approval of the council. The mayor shall make all appointments to council ad hoc committees.
2. A standing committee is a permanent committee of the council established to consider subjects of a particular class, with regularly scheduled meeting dates and times.
3. An ad hoc committee is a temporary committee of the council established for a special purpose and of limited duration.
4. Standing and ad hoc committees have fact-finding, informative, and recommendatory powers only, and such other powers delegated by the council.
5. The council intends that council committees, to the extent possible, conduct a full hearing on any matter referred to that committee before the committee refers the matter back to the council.
6. The city clerk shall maintain and keep on file a list of the standing committees, ad hoc committees, regional organizations, and joint powers agencies to which councilmembers are appointed.

### B. Council Standing Committees

#### 1. General Guidelines

- a. Standing committee appointments shall be made by the mayor at the beginning of each calendar year or as necessary.
- b. Standing committees shall meet at the city hall complex.
- c. Standing committees are subject to the Brown Act. Standing committee agendas shall be prepared, posted, and distributed in accordance with the Brown, stating the time and place of the meeting and the subject matters to be discussed.
- d. A councilmember who is not a member of the standing committee may attend a standing committee meeting, provided the member attends only as an observer, does not testify or otherwise participate in any discussion, and sits amongst the public.
- e. Except as provided in subsection f, all items on a standing committee's agenda must first be referred to the committee by the council for review, with a recommendation returned to the council within 120 days, subject to the exceptions set forth below or as otherwise modified by the council.

- f. With approval of the city clerk, city manager, or committee chair, an item may be sent directly to a standing committee without council referral. If a matter is so referred to a standing committee, the committee agenda must note that fact on the face of the agenda and the committee chair shall notify the council. Such referrals are not required to be forwarded to the council unless council action is recommended by the standing committee.
- g. The city clerk shall assist the committee chair with the operation of the committee.

### C. Council Ad Hoc Committees

#### 1. Establishment.

- a. The mayor or a majority of the council may request the creation of an ad hoc committee.
- b. The city manager or a department director, together with the city attorney, shall work with the appropriate supporting department(s) and determine the scope and approximate duration the ad hoc committee.
- c. The department director shall submit a request to the mayor, with a copy to the city clerk, requesting the creation of and appointment of two members to an ad hoc committee.

#### 2. Scheduling Ad Hoc Committee Meetings.

- a. Once an ad hoc committee has been established, a meeting calendar will be established and adopted by the ad hoc committee.
- b. A councilmember who is not a member of the ad hoc committee may attend an ad hoc committee meeting, provided the member attends only as an observer, does not testify or otherwise participate in any discussion, and sits amongst the public.

#### 3. Dissolution.

- a. Once an ad hoc committee has completed its task, the supporting department shall submit a report to the mayor, with a copy to the city clerk, stating completion of the ad hoc committee tasks and request the dissolution of the ad hoc committee.
- b. An ad hoc committee is automatically dissolved one year after its first meeting, unless it is dissolved earlier under Chapter 12.C.3.a.

- c. The city clerk will provide a periodic report to council announcing the dissolution of ad hoc committees.

#### D. Regional Organizations

The mayor shall appoint council representatives to regional organizations and joint powers agencies listed in the documents maintained by the city clerk. Appointments shall be made at the beginning of each calendar year or as necessary.

## Chapter 12 – Councilmember Proposal Requests

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### A. General

1. This chapter outlines the process for councilmembers to propose an idea for council action. It modulates the agenda requests of individual councilmembers by referring those requests to the relevant city council committee for review, as appropriate, and in so doing provides clear guidance to the council appointees that their work demands are serving the council as a whole. It also ensures councilmember requests are duly tracked and assigned, thus promoting transparency and accountability.

### B. Procedures

1. Councilmember proposal requests must be submitted in writing to the city clerk. The proposal must include a brief summary and background, identify the applicable strategic plan/priority, estimate any budget adjustment or impact, and include additional information sufficient for committee deliberation.
2. The mayor, in consultation with the city manager, city attorney, and city clerk, shall review all requests and may assign each proposal to a committee based on committee jurisdiction, unless an exception applies.
  - a. Exceptions:
    - i. Urgent matter that requires quick council action;
    - ii. A matter related to a pending council matter;
    - iii. A matter that on its face falls fully outside the jurisdiction of the City;
    - iv. A matter within the City Manager’s executive function that does not need council authorization; or
    - v. A matter that should receive a city-established board, commission, or committee input before going to a city council standing committee.

## Chapter 13 – City Advisory Bodies

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### A. Vacancies and Appointments

1. When any vacancy occurs on a board, commission, or committee (advisory body) the city clerk shall announce that vacancy pursuant to the standard outreach procedures. The city clerk's office maintains the board and commission files and performs all clerical and administrative support tasks related to the application process.
2. At the close of the application period, all applications received for the vacancy are referred by the city clerk to the appropriate nominating body or person for review and recommendation.
3. If the recommending body is a councilmember, following review, the member shall send the board and commission recommendation(s) to the city clerk who will forward to the mayor for review.
4. After reviewing the submitted recommendation(s), the mayor shall make the appointment to fill the vacancy at the next council meeting. Concurrence in an appointment for a seat on a city board, commission or committee shall be by vote of the city council, if necessary.
  - a. If the council does not approve the appointment, then the mayor shall make another appointment, and at the soonest regular meeting following the meeting at which the subsequent appointment was made, the council shall vote whether to confirm the new appointment.
  - b. This procedure shall be followed until an appointment has been approved by the council. No request by a member to delay the appointment or approval will be allowed unless approved by a majority vote of the council.
5. At the direction of the council, all vacancies, application periods, and close of application periods for boards and commissions shall be monitored and maintained by the city clerk.

6. In making nominations and appointments to city boards and commissions, the mayor, and members should consider persons of various ethnicities, ages, genders, education, and occupational experience as reflected in the general population of the city; and should, as appropriate for the vacancy, consider persons from all districts of the city.

#### B. Requests for Future Agenda Items

1. Members may submit items under the purview of the advisory body for inclusion on a future agenda by orally making the request under Council Statements and Reports.
  - a. The department staff shall add a member's requests to a chronologically-ordered log that contains all pending requests, i.e., those not having been heard as an agenda item or not otherwise having been removed from the log.

#### C. Advisory Body Reports

1. Advisory body recommendations and reports to the city council shall follow the procedure set forth in this Chapter 7.
2. Annual report preparation.
  - a. Each advisory body shall provide an annual report for review by the City Council.
  - b. The annual report shall be provided in a format established by the city clerk and should include highlights and accomplishments from the prior year's work; proposed projects, priorities, and recommendations for the upcoming year.
  - c. The city clerk shall manage an advisory body annual report calendar so that city staff can gather input to prepare a proposed report to the advisory body in a timely manner.
  - d. Each advisory body must approve its annual report before presentation to the City Council. When presenting proposed reports to advisory bodies, staff should include information on the feasibility of any recommendations therein.
3. Review by City Council.
  - a. Annual reports approved by advisory bodies shall be placed on a City Council meeting agenda.
  - b. The city clerk shall act as a liaison and collaborate with city staff to collect any additional information that may be helpful to the council's evaluation of advisory body annual reports.
  - c. The City Council shall review advisory body annual reports and give staff direction on those reports' stated projects, priorities, and recommendations.
4. Other recommendations. If an advisory body has recommendations outside the annual review process, the city clerk shall coordinate with the advisory body to have

those recommendations brought before the City Council, which may consider and act on those recommendations in the same way it does advisory body annual reports.

## Chapter 14 – Censure Procedures for the McFarland City Council

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- A. It shall be a violation of this section for any Council member to violate any general law or regulation, and any, rule, law, ordinance or resolution of the City of McFarland. It shall also be a violation of this section for any sitting Council member to violate an administrative policy of the City which has been adopted following a vote of the City Council on the matter and which by its terms is expressly made applicable to the City Council.
- B. Any violation of the foregoing paragraph by a Council member may be punished through the administration of a public censure of the member by the City Council. Such censure may be in addition to any other punishment applicable to the violation.
- C. When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the City Council. Such record shall not be determinative. Failure of the City Council to censure the conduct of a Council member does not constitute waiver of the Council's right to refuse to defend the Council member in an action.
- D. The charged Council member shall be given notice and an opportunity to be heard as follows:
  - a. Only a sitting Council member may initiate proceedings for censure.
  - b. Proceedings shall be commenced by providing a written statement of charges to the Clerk by the Council member initiating the charge. The statement of charges shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the Council member is claimed to have violated and a statement of the date, place and time at which the violation occurred. The statement shall further contain a description of the conduct of the Council member which is alleged to constitute the violation. The Clerk shall deliver the statement of charges to all other Council members. The statement of charges shall be delivered to the charged Council member at least ten (10) days prior to the meeting at which the censure motion is proposed to be brought. Initiation shall not require the prior approval of the City Council.
  - c. Within seven (7) days after delivery of the statement of charges, the charged Council member may deliver a written response to all other members of the City Council unless the charged Council member chooses to defer to response to the hearing.
- E. The motion for censure shall be agendized and considered at the first regular meeting occurring ten (10) days following the delivery of the statement of changes to the Clerk and charged Council member. The hearing may not be continued except upon the absence from the meeting of a Council member other than the Council member bringing the charge or the Council member who is the subject of the charge.

- a. The hearing shall be conducted in an open session by the Mayor unless the Mayor is being charged, in which case the Mayor Pro Tem or some other Council member shall conduct the proceedings.
  - b. The hearing shall generally proceed by a reading of the charges by the charging Council member. The charging Council member may present witnesses; the charged Council member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining Council members may speak to the charges in that order.
  - c. Passage of the motion for censure shall require a majority vote of the members of the City Council. The voting members shall not go into closed session for deliberation.
- F. If the motion for censure does not pass the proceedings shall be at an end. If the motion for censure passes, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Council member.
- G. Proclamations. Any two Council members may place a proclamation item on the Agenda. Proclamations will be considered for approval on the Consent calendar by the City Council, with any presentation following immediately thereafter, unless otherwise pulled for earlier consideration by the Presiding Officer or a majority of the City Council. If a majority of the Council votes in favor of the proclamation, it shall be deemed to be a proclamation of the City Council acting as a body.
- H. Use of Letterhead. Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, as well as letters of recognition, congratulations, support or similar sorts of correspondence to the extent allowed under California law. Any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. Additionally, the letterhead shall also note the Office from which it is being sent, such as "From the Office of Councilmember" "From the Office of the Mayor Pro Tem" or "From the Office of the Mayor." No commission or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.
- I. Interpretation. References in these Procedural Rules for the Conduct of City Council Meetings to "Council members" shall include the Mayor and Mayor Pro Tem.

## Chapter 15 – Annual Review of City Council Appointive Officers

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### A. Purposes

1. The city council is committed to performing regular annual reviews of its appointive officers, which include the following positions: city attorney, city manager, finance director, human resources director, community development director, and chief of police. These positions report directly to the city council.
2. Clear communication and performance metrics are at the core of the work of the council and the city. To evaluate council appointive officers on a consistent basis, the City Council will assume the role and responsibility of developing and leading annual performance metrics and evaluations.

### B. Procedures

1. The city clerk shall coordinate and schedule appointive officer annual reviews.
2. The city council shall meet in closed session to conduct a performance evaluation of an appointive officer. The council may appoint one or more of its members to be the point of contact with the appointive officer and the Human Resources Department for the negotiation of any compensation adjustments.
3. Final approval of compensation adjustments, by resolution or contract, shall be made at an open meeting of the city council.

## **Glossary**

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### **et seq**

et seq means “and the following one or ones”.

### **Ex Parte Communications**

An ex parte communication is a written or oral communication between a decisionmaker and an interested person concerning any issue in a formal proceeding, other than procedural matters that does not occur in a public forum established in the proceeding or on the record of the proceeding.

Members shall disclose the substance of all ex parte communications at the beginning of a public hearing for any item brought before the legislative body for hearing, consideration, or action.

### **Non-Binding Resolution**

A non-binding resolution is a resolution in which the council declares its position and opinions on an issue, policy, or other matter that the council lacks legal authority to establish or regulate, but that the council determines is of such importance that the council should make the symbolic gesture of adopting a resolution declarative of council’s position.

### **Presiding Officer**

The Presiding Officer is the person who presides over a meeting and is charged with maintaining order and decorum, recognizing members to speak, and interpreting the rules, practices, and precedents. In the city council the presiding officer is the Mayor. In advisory bodies established by the city council the presiding officer is the Chair. In the absence of Mayor or Chair, the Vice Mayor or Vice Chair shall preside.

### **Quasi-judicial**

Quasi-judicial action means any council action that implicates constitutionally protected property or liberty interests, such as issuance or denial of discretionary land use permits, subdivision maps, business licenses, and other similar action in which a property interest is at stake and the council is charged with applying legal standards to a specific factual situation.

### **Sergeant-at-Arms**

The sergeant-at-arms is the principal law enforcement official of the legislative body and is charged with maintaining security within the chamber (meeting location) and surrounding areas. The sergeant-at-arms also enforces protocol and ensures public decorum is followed as noted in the body’s rules of procedure.

### **Teleconference**

A meeting conducted among participants in different locations via telecommunications equipment such as telephones, computers, or other devices.



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 5.  
Section: CONSENT AGENDA  
Meeting Date: June 24, 2026

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Jonathan Arceo, Finance Manager

**SUBJECT:** Approval of Resolution No. 2026-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CLEARGOV, INC. FOR BUDGET CYCLE MANAGEMENT AND FINANCIAL OPERATIONS REPORTING SOFTWARE

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#### **SUMMARY:**

The City Council is being asked to approve a Professional Services Agreement with ClearGov, Inc. for the implementation of a comprehensive budgeting and financial reporting software platform. The proposed software suite includes Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book, and Financial Reporting/Disclosure Studio (ACFR) modules.

The platform will enhance the City's ability to develop and manage annual budgets, forecast personnel costs, manage capital improvement projects, prepare financial reports, and streamline preparation of the Annual Comprehensive Financial Report (ACFR). The proposed platform will consolidate multiple budgeting and financial reporting functions into a single system, reducing administrative workload while improving long-term continuity of operations and preservation of institutional knowledge.

Approval of the agreement prior to the start of Fiscal Year 2026-27 will allow implementation activities to begin immediately on July 1, 2026 and ensure the City meets critical project milestones associated with the Fiscal Year 2025-26 audit process and Fiscal Year 2026-27 midyear budget review process.

#### **DISCUSSION**

Staff has evaluated budgeting and financial reporting software solutions for approximately two years. During that time, staff reviewed multiple platforms and conducted demonstrations with several vendors; however, the associated costs were not financially feasible for a city of McFarland's size. Following the merger of ClearGov and Gravity, staff re-engaged with the vendor and successfully negotiated a significantly reduced pricing structure that combines budgeting, personnel forecasting, capital planning, digital budget book, and ACFR reporting tools into a single platform. The negotiated agreement reduced the one-time implementation cost from \$23,520 to \$8,500 and reduced the annual subscription cost from \$47,040 to \$30,000.

The annual budget process is a collaborative effort involving all City departments. Each year, staff spend several months collecting departmental requests, evaluating staffing impacts, forecasting revenues and expenditures, preparing capital improvement plans, and developing supporting budget documentation. The proposed platform will provide a standardized process for departments to submit requests, improve data collection and workflow management, automate calculations and forecasting, and significantly reduce the time required to develop and analyze budget information.

In addition, preparation of the City's annual budget document currently requires significant coordination between the Finance Department and Communications and Marketing Division. The Digital Budget Book module will streamline the presentation, formatting, and publication of budget information, reducing the amount of staff time required to prepare the final budget document.

The proposed software will serve as a planning, budgeting, and reporting tool while maintaining the City's existing ERP Pro 10 financial system as the City's official accounting system of record. The platform is capable of importing and exporting financial data, allowing the City to continue utilizing its existing accounting software while benefiting from enhanced budgeting, forecasting, reporting, and document preparation capabilities.

The agreement establishes specific implementation milestones to ensure the software is operational in advance of key City financial processes. The Financial Reporting/Disclosure Studio (ACFR) module must be fully implemented, tested, and operational no later than August 31, 2026, ensuring readiness for the City's Fiscal Year 2025-26 audit fieldwork and ACFR preparation process. The Operational Budgeting, Personnel Budgeting, Capital Budgeting, and Digital Budget Book modules must be fully implemented, tested, and operational no later than December 31, 2026, in advance of the City's Fiscal Year 2026-27 midyear budget review process.

Staff believes the proposed agreement provides a cost-effective opportunity to modernize the City's financial planning and reporting processes, improve operational efficiency, reduce reliance on manual spreadsheet-based processes, and enhance organizational continuity. By centralizing budget development, financial reporting, and ACFR preparation within a standardized platform, the City will be better positioned to maintain continuity of operations, preserve institutional knowledge, and reduce the risk associated with future staffing transitions.

### **FINANCIAL IMPACT:**

The agreement includes a one-time implementation cost of \$8,500 and a Fiscal Year 2026-27 annual subscription cost of \$21,500, for a total first-year cost of \$30,000.

The agreement includes a three-year subscription term with annual subscription costs of \$30,900 in Fiscal Year 2027-28 and \$31,827 in Fiscal Year 2028-29, consistent with the pricing schedule negotiated by staff and incorporated into the agreement.

No budget adjustment is required. Funding for the software implementation and annual subscription has been included within the Fiscal Year 2026-27 Information Technology budget.

### **RECOMMENDATION:**

Approve the Professional Services Agreement between the City of McFarland and ClearGov, Inc. for Budget Cycle Management and Financial Operations Reporting software services and authorize the City Manager to execute the agreement with an effective date of July 1, 2026.

**ATTACHMENTS:**

1. ClearGov Proposal
2. ClearGov Professional Services Agreement

**RESOLUTION NO. 2026-78**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CLEARGOV, INC. FOR BUDGET CYCLE MANAGEMENT AND FINANCIAL OPERATIONS REPORTING SOFTWARE**

**WHEREAS**, the City of McFarland annually prepares and administers its operating budget, capital improvement program, financial reports, and Annual Comprehensive Financial Report (ACFR); and

**WHEREAS**, the City desires to improve the efficiency, accuracy, collaboration, and sustainability of its budgeting and financial reporting processes through the implementation of a comprehensive budgeting and financial reporting software platform; and

**WHEREAS**, staff evaluated budgeting and financial reporting software solutions over a two-year period and, following the merger of ClearGov and Gravity, successfully negotiated substantially reduced pricing and implementation costs for a software platform that includes budgeting, personnel forecasting, capital planning, digital budget book, and ACFR reporting capabilities; and

**WHEREAS**, the proposed software platform will assist the City in standardizing budget development and financial reporting processes, reducing reliance on manual spreadsheet-based processes, improving continuity of operations, and preserving institutional knowledge regardless of future staffing changes; and

**WHEREAS**, funding for the agreement has been included within the Fiscal Year 2026-27 Information Technology budget and no budget amendment is required.

**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.
2. The City Council hereby approves the Professional Services Agreement between the City of McFarland and ClearGov, Inc. for Budget Cycle Management and Financial Operations Reporting Software in substantially the form presented to the City Council.
3. The City Manager is hereby authorized and directed to execute the Professional Services Agreement and any non-substantive revisions necessary to carry out the intent of this Resolution, subject to approval as to form by the City Attorney.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on June 24, 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



# Software Proposal

## Prepared On

15 April, 2026

## Prepared For

Diego Viramontes  
City Manager, Finance Director  
City of McFarland, CA

Jonathan Areco  
Finance Manager  
City of McFarland, CA

## Prepared By

Eric Wingbermuehle  
ClearGov, Inc.  
ewingbermuehle@cleargov.com  
(314) 809-4490



15 April, 2026

Diego Viramontes  
City Manager, Finance Director  
City of McFarland, CA  
401 W. Kern Avenue  
McFarland, CA 93250

Diego & Jonathan,

On behalf of ClearGov, I am pleased to provide you and your team with this proposal for ClearGov's Budget Cycle Management and Financial Operations Reporting Disclosure Studio.

Public sector finance is defined by a unique and demanding need for absolute fiscal precision paired with an ever-evolving standard for transparency and public accountability. Too often, however, finance teams are hindered by a fragmented financial cycle—where disconnected data and manual processes drain professional resources and leave vital institutional knowledge at risk.

ClearGov was built to bridge this gap with a unified Finance Cycle Management ecosystem that replaces disconnected systems with a modern, integrated platform. By connecting planning, budgeting, reporting, and public disclosures into a single environment, agencies can establish work with greater operational clarity, speed, and confidence.

With a community of over 1,700 public agencies across North America, our extensive market footprint ensures our solutions are already vetted across diverse and demanding environments. Partnering with ClearGov enables your agency to move forward with a platform validated at scale, ensuring your financial infrastructure is backed by the most trusted name in the industry.

Thank you for the opportunity to demonstrate how ClearGov will help unify McFarland's finance cycle. We look forward to the possibility of partnering with you.

Eric Wingbermuehle  
ClearGov, Inc.  
ewingbermuehle@cleargov.com  
(314) 809-4490

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# Executive Summary

# Executive Summary

Behind every community striving to thrive lies an unseen struggle: dedicated finance professionals trapped in an antiquated, fragmented financial cycle. Lacking modern, integrated tools, these teams are forced to juggle massive spreadsheets and manually reconcile disconnected data late into the night.

Managing the finance cycle isn't just time-consuming; it's high stakes. A single error in a sea of spreadsheets doesn't just derail a project—it erodes public trust. This pressure is compounded by the constant demand for professional, compliant reporting and public transparency. Teams scramble to assemble data and content from disconnected sources, and this "manual hand-off" creates a high-risk environment where errors are difficult to trace and institutional knowledge is easily lost.

This proposal outlines a transition from these manual silos to a unified Financial Cycle Management ecosystem. ClearGov is designed to bridge the modernization gap by establishing a continuous data thread that connects your planning, budgeting, reporting, and more into a single, synchronized environment.

## By partnering with ClearGov, you'll achieve:



### Expanded Operational Capacity

Automating repetitive processes and streamlining workflows allows your team to shift from manual data maintenance to strategic financial leadership.



### Absolute Data Integrity

By eliminating manual "hand-offs" between disconnected tools, you ensure that internal decisions and public-facing reports remain in perfect sync.



### Enhanced Community Trust

Translating complex financial data into interactive, visual narratives builds deeper stakeholder understanding and gains support for strategic priorities.



### Institutional Continuity

Moving to a modern, connected platform preserves your team's expertise so that workflows and financial logic remain intact through every staff transition.



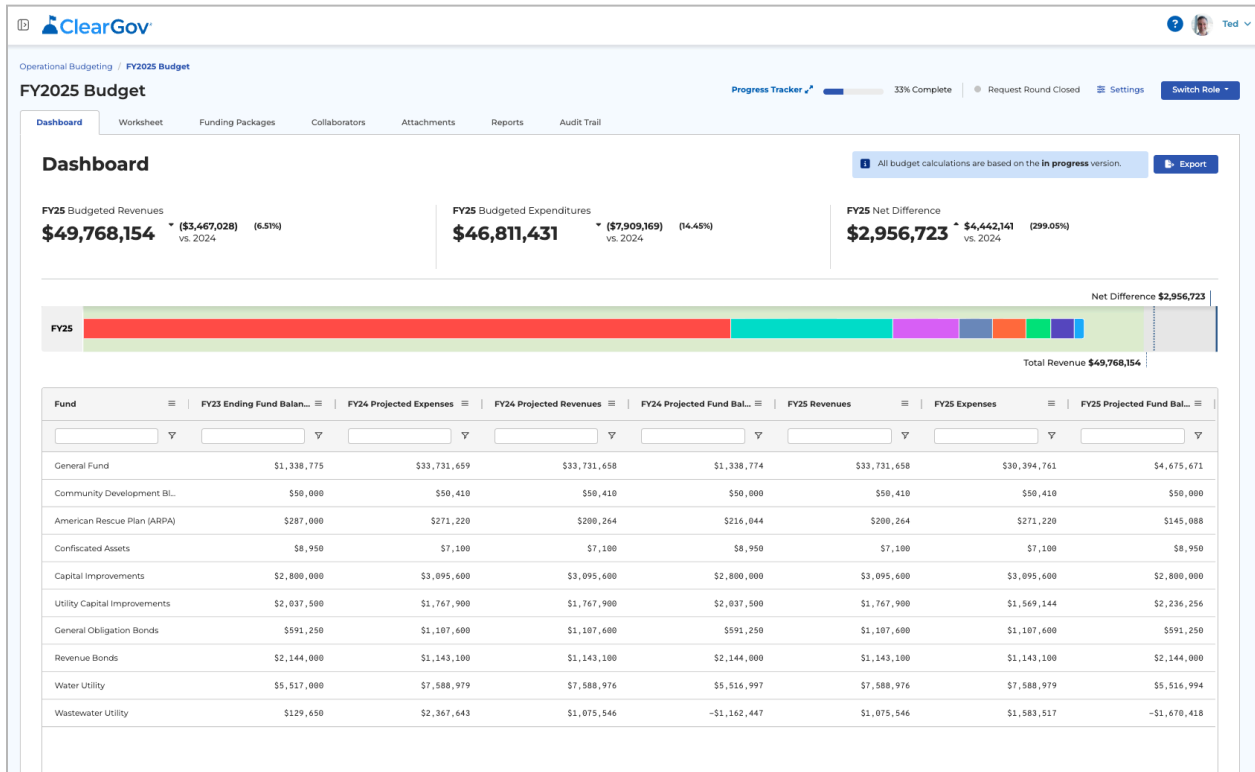
# Solutions Overview

## Budgeting & Planning Suite

# Operational Budgeting

Forget wrangling spreadsheets and emails. Lead with confidence.

Streamline the budget process from baseline to adoption through amendments.



## Visualize metrics in a powerful dashboard

Dive into your budget data with our interactive dashboard that updates in real-time to reflect edits to your budget as they're made.

## Track budget versions with ease

Gain a complete view of all your funds, edit 1 one item and sub-line item details, and save versions of your budget as it progresses.

## Flexible options for multi-year budgeting

Plan for annual, biennial, or multi-year budget cycles with accurate end-of-year projections and efficient future forecasts.

## Strengthen collaboration across teams

Invite team members to submit funding requests easily and centralize all justification notes, attachments, and more.

## View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

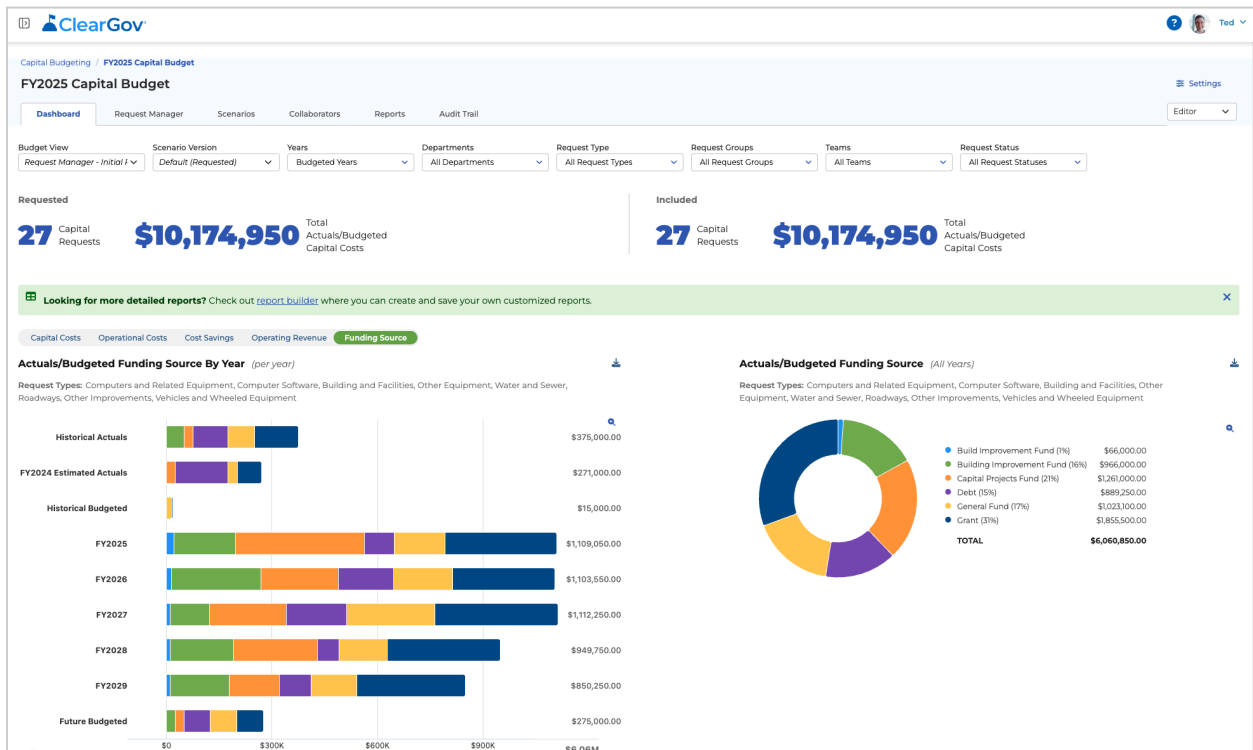
## Create reports effortlessly

Easily create, customize, and export tailored reports for a comprehensive view of your budget.

# Capital Budgeting

From ideas to ribbon cuttings, make every project count.

Take the guesswork out of capital budgeting with tools to get you effortlessly from request to approval.



## Visualize metrics in a powerful dashboard

Our dashboard centralizes all your capital budgeting needs, creating in-depth insights into capital requests.

## Streamline budget requests

Process capital requests from department heads efficiently with forms that automatically feed your dashboard.

## Use scoring to prioritize requests

Let department heads score and rank requests based on any criteria you see fit – even align requests with your strategic plan.

## Plan for every budget scenario

Build different scenarios and watch graphs adjust in real-time to determine the optimal combination of capital requests.

## Create reports effortlessly

Use our preformatted reports or build custom reports to export data as a spreadsheet or PDF to share your budget.

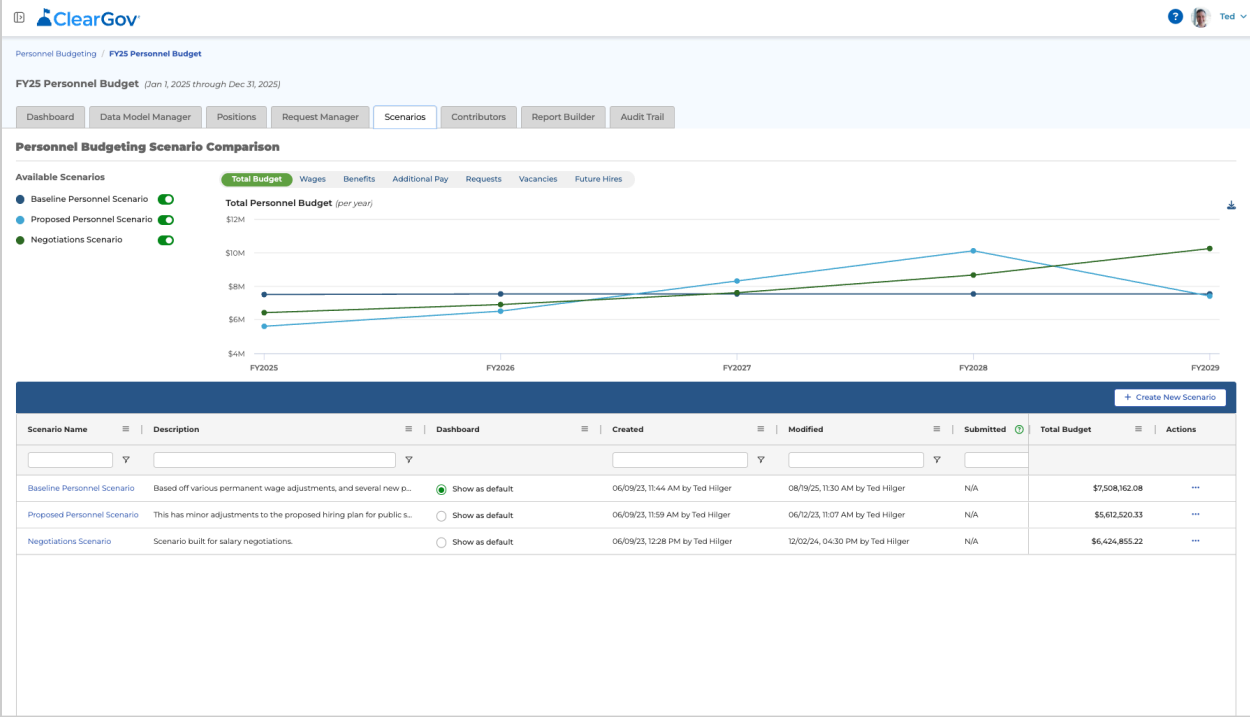
## View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

# Personnel Budgeting

No more headcount headaches. Budget with precision.

From salaries to benefits, plan for the true costs of every position with confidence and efficiency.



### Visualize metrics in a powerful dashboard

Experience a holistic perspective of your staffing statistics and effortlessly compare salary and benefits budget scenarios.

### Plan for vacancies efficiently

Create and fill vacant positions on specified dates easily and include these in your various budget scenarios.

### Track filled and unfilled positions

View the total compensation for each filled and unfilled position, including wages, benefits, and additional pay.

### Demystify union negotiation planning

Set up units and create multi-year scenario plans to analyze the impact of salary and benefit adjustments.

### Streamline position requests

Efficiently manage new position requests from departments and instantly see how each position affects the budget.

### Create multi-year forecasts

Create scenarios forecasting into the future and manage your budget by dollar amount or percentage adjustments.

# Digital Budget Book

## Polished budget books without the publishing pain.

Easily create award-winning budget books that effectively tell your financial story.

The screenshot displays the ClearGov Digital Budget Book interface for the 'Annual Budget FY24-25'. The main content area is titled 'General Fund' and includes a descriptive paragraph and a 'Summary' section. Below the summary is a bar chart titled 'Revenues vs Expenditures Summary' showing data from 2020 to 2025. The chart compares Revenue Actual, Revenue Surplus, Revenue Budgeted, Expenditures Actual, and Expenditures Budgeted. The y-axis ranges from \$0 to \$50M. The legend indicates: Revenue Actual (green), Revenue Surplus (light green), Revenue Budgeted (dark green), Expenditures Actual (blue), and Expenditures Budgeted (purple).

Year	Revenue Actual	Revenue Surplus	Revenue Budgeted	Expenditures Actual	Expenditures Budgeted
2020	\$30M	\$0M	\$30M	\$30M	\$0M
2021	\$30M	\$0M	\$30M	\$30M	\$0M
2022	\$30M	\$0M	\$30M	\$30M	\$0M
2023	\$30M	\$0M	\$30M	\$30M	\$0M
2024	\$30M	\$10M	\$40M	\$30M	\$0M
2025	\$25M	\$10M	\$35M	\$25M	\$10M

### Produce web, mobile, and PDF versions

Create a polished budget book that can be presented in multiple formats effortlessly to exceed public expectations for optimal viewing.

### Customize content and pages

Build a beautiful book with flexible pages that are easy to use, ADA-compliant, and fully customizable — no designer needed.

### Follow a GFOA Budget Award checklist

Meet and exceed the criteria for the GFOA Distinguished Budget Presentation Award with an interactive checklist to follow.

### Save time with auto-generated content

Key content is generated automatically — creating a customizable framework that enhances data comprehension for users.

### Strengthen departmental collaboration

Invite team members to easily add content to their assigned sections to streamline collaboration and improve efficiency.

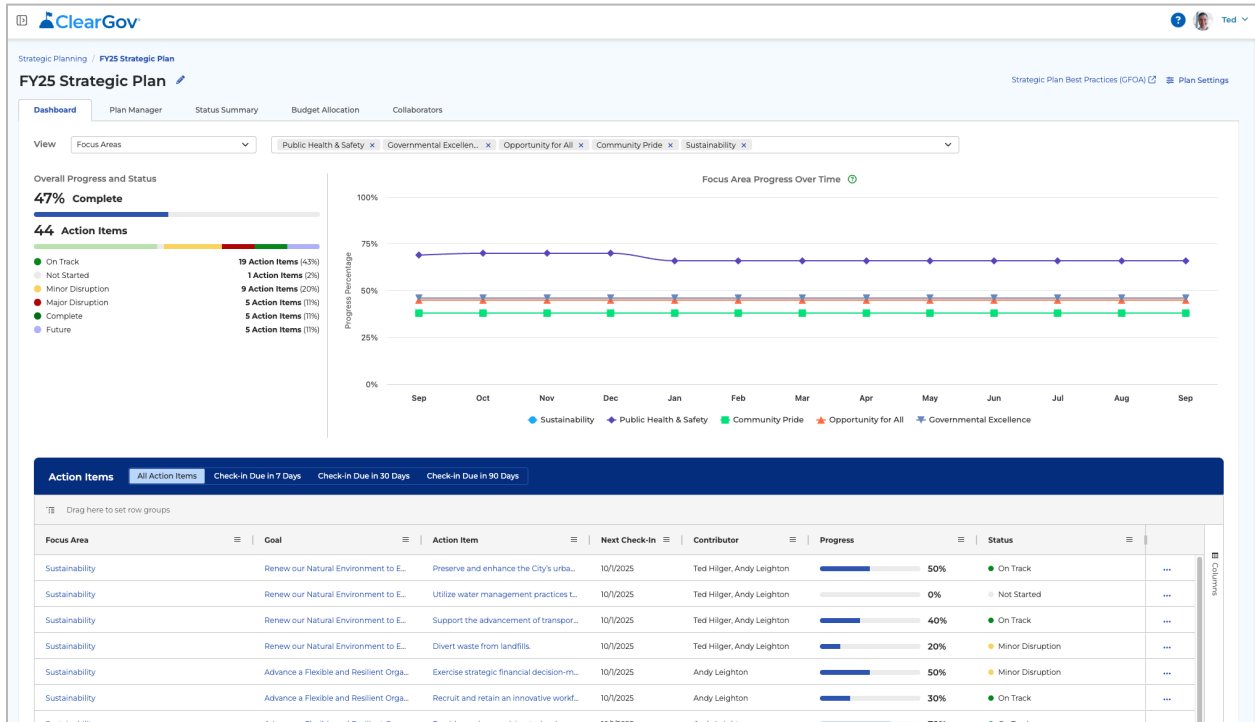
### Leverage automatic data updates

Revenue and expense data are updated automatically as your budget changes, so you don't have to manually.

# Strategic Planning

Plans that guide decisions, not gather dust.

Map the future of your community with plans that connect goals to action and drive real results.



## Visualize metrics in a powerful dashboard

Experience effortless tracking of progress with an intuitive dashboard that ensures your team stays informed and updated.

## Streamline the creation process

Create plans faster with a framework built on market best practices for defining focus areas, setting goals, and outlining action items.

## Strengthen collaboration across teams

Assign staff to parts of your plan to distribute the workload efficiently and ensure seamless communication throughout each project.

## Track progress in real-time

Leverage our ready-to-use metrics and KPIs for actionable insights and real-time tracking of your plan's progress.

## Communicate budget allocations

View your budget through the lens of your strategic plan to easily see how your plan is being funded across accounts.

## Publish your plan online or as a PDF

Exceed public expectations for optimal viewing with a professionally polished plan published in multiple formats effortlessly.



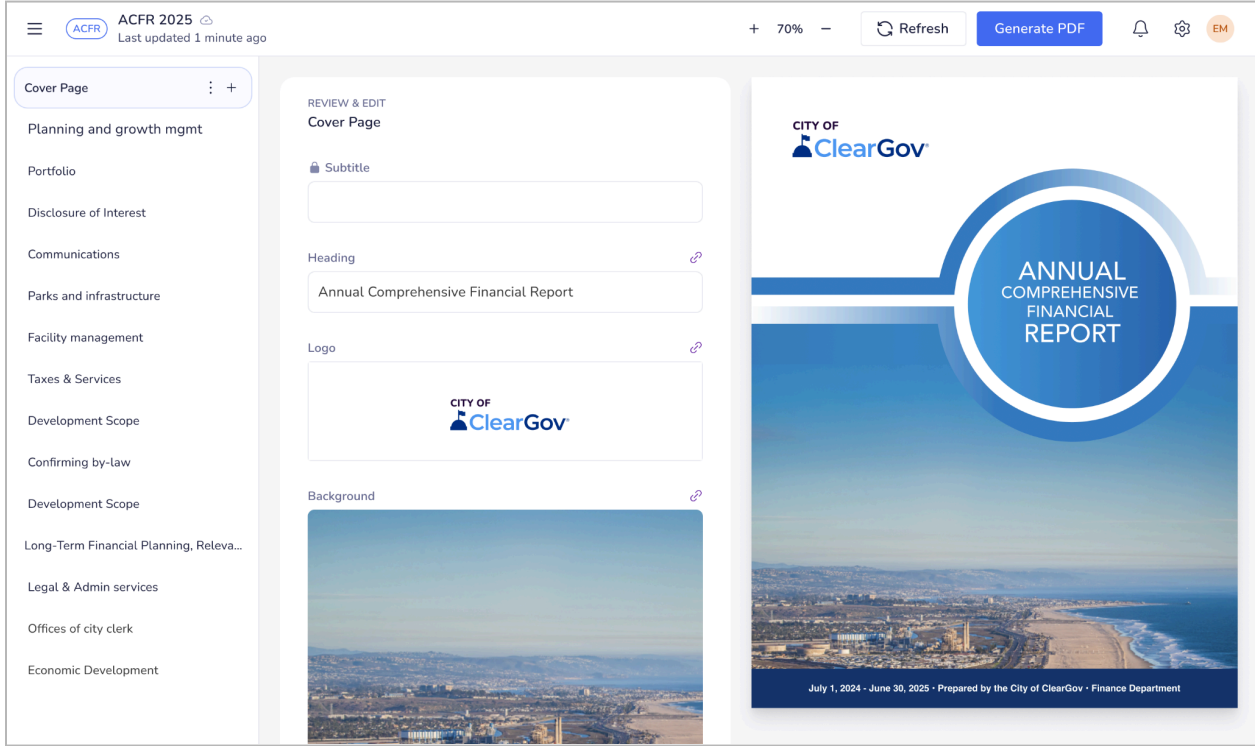
# Solutions Overview

## Reporting & Disclosure Suite

# Financial Reporting Disclosure Studio

## Financial reports that withstand audits and win approval.

Reduce your workload and increase confidence with automated ACFRs, PAFRs, and recurring financial reports.



### Keep reports consistent

Build statements, notes, schedules, and narrative on one shared data foundation, so updates stay aligned across every report.

### Refine reports with live preview

Create, review, and update reports directly in the platform. Tables, charts, and narrative stay connected to reduce rework.

### Control access and track changes

Manage access with role-based permissions and approvals. Track changes with version history so auditors can see what changed, when, and why.

### Roll reports forward year over year

Reuse report structures and content to reduce setup time while preserving historical context and institutional knowledge.

### Align with GASB and GFOA

Follow report structures aligned with GASB standards and use proven templates designed to support GFOA review expectations.

### Publish ADA-ready reports

Create professional reports with accessible layouts built in, so compliance is supported throughout the reporting workflow.

# Technical & Security Overview

# Technical & Security Overview

ClearGov delivers a secure, reliable, and compliant platform built for the public sector. Our infrastructure, security controls, and compliance programs are designed to protect sensitive government data and meet the demands of modern public finance.

## Cloud Hosting & Infrastructure

ClearGov runs primarily on Amazon Web Services (AWS), with select components in Microsoft Azure. This hybrid cloud footprint leverages enterprise-grade cloud capabilities to maintain consistent security controls and operational practices across environments. Our architecture is designed for redundancy and resilience, using geographically dispersed regions and multi-availability-zone patterns to support automatic failover, workload stability, and elastic scaling during peak demand.

Operating within isolated virtual network environments (AWS VPC and Azure virtual networking), ClearGov uses restricted routing, tightly controlled access paths, and continuous telemetry to support secure operations. Systems use standardized configuration and change-control practices to maintain consistent baselines and reduce drift over time.

## Security Controls

- Encryption in transit and at rest (TLS 1.2+ and AES-256)
- Web application firewall (WAF) and DDoS mitigation
- Role-based access controls (RBAC) with least-privilege enforcement
- Single Sign-On (SSO) via SAML 2.0 / OpenID Connect (Microsoft Entra, Okta, OneLogin, & others)
- Multi-Factor Authentication (MFA) support
- Immutable audit trail with full change history and version rollback
- Continuous 24x7 monitoring and real-time anomaly alerting
- Annual independent penetration testing and vulnerability assessments

## Compliance & Certifications

- SOC 2 Type 2 certified (Security, Confidentiality, Availability)
- AICPA Trust Services Criteria framework, aligned with ISO 27001
- AWS & Azure infrastructure is certified: SOC 2, ISO 27001, FedRAMP High, DoD IL5
- U.S. data residency compliance is maintained across all environments
- SOC 2 report available under NDA

## Resilience & Availability

- Documented Business Resilience & Recovery Plan aligned with SOC 2 and ISO 27001 practices
- Multi-availability-zone architecture with redundancy and automated failover
- Continuous replication for critical services, plus daily encrypted database backups with regular restoration testing
- Maintenance is designed to avoid downtime where possible; any required planned outages are communicated in advance
- Target service uptime of 99.99%, measured over a defined period (excluding scheduled maintenance)



# Investment Summary

# Investment Summary

Set-up Services (One-time Investment)			
Service	Description	Investment	Discount
ClearGov Setup Services	<ul style="list-style-type: none"> <li>Full activation and setup</li> <li>Expert data onboarding</li> <li>Personalized client training</li> </ul>	<del>\$23,520</del> <b>\$8,500</b>	<b>64%</b>
Solutions (Recurring)			
Software	Description	Investment	Discount
Budgeting & Planning Suite	<ul style="list-style-type: none"> <li>Operational Budgeting</li> <li>Personnel Budgeting</li> <li>Capital Budgeting</li> <li>Digital Budget Book</li> <li>ACFR</li> </ul>	<del>\$47,040</del> <b>\$30,000</b>	<b>36%</b>
Platform Support	Dedicated Customer Success Services	<b>Included</b>	<b>N/A</b>

3 Year License Scheduling for Project			
Billing Date(s)	Subscription (Recurring)	Setup (One-time)	Total Investment
July 1, 2026	\$21,500	\$8,500	One-time Setup Annual Subscription Fee
July 1, 2027	\$30,900	-	Annual Subscription Fee
July 1, 2028	\$31,827	-	Annual Subscription Fee

\*\* 3% Year Over Year Rate Increase

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

**AND**

**CLEARGOV, INC.**

---

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and CLEARGOV, INC., a California corporation (“Consultant”).

**RECITALS**

The City requires outside assistance to provide the following services:

**Budget Cycle Management and Financial Operations Reporting**

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

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

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

**AGREEMENT**

**1. TERM OF AGREEMENT.**

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

**1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment “A” to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated.

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

**2.1.** Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”

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

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

- 3.1. Payment to Consultant to perform its Scope of Work is set forth in **Attachment B**, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
- 3.2. Consultant shall invoice the City on an annual basis in accordance with the subscription fees set forth in Attachment "B." Payment for each annual subscription period shall be due and payable within thirty (30) days of the invoice date. Subscription fees are fixed for the applicable subscription term
- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

### **4. SUBCONTRACTING.**

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in

the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

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

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

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

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

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

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

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

**9. TERMINATION OF AGREEMENT.**

**9.1. Termination for Breach of Contract.**

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

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

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

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

**9.1.5. Acts of Moral Turpitude.**

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant’s ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in

addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

**9.1.6.** In the event City terminates this Contract for Consultant's breach as provided in this section, City may procure substitute services of a similar nature. Consultant's liability for any costs associated with such procurement shall be limited to direct and documented damages arising solely from Consultant's breach and shall not exceed the total subscription fees paid by City to Consultant in the twelve (12) months immediately preceding the date of termination. In no event shall Consultant be liable for any indirect, incidental, consequential, or speculative damages, including but not limited to costs arising from City's selection of a higher-priced alternative service provider.

**9.1.7.** If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be converted to a termination without cause effective at the end of the then current annual subscription period. In such event, City shall remain obligated to pay all subscription fees through the end of the current subscription term, and Consultant shall continue to provide access to the SaaS platform through that date.

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

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

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

## **11. OWNERSHIP OF DOCUMENTS.**

- 11.1.** For the sake of clarity, Customer acknowledges and agrees that the ClearGov Service - as defined in the ClearGov Service Agreement - and all intellectual property rights in the ClearGov Service are, and shall remain, the sole and exclusive property of ClearGov.
- 11.2.** Subject to the terms and conditions of this Agreement, Consultant hereby grants the City a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Consultant platform solely for the City's internal purposes during the term of this agreement. The license does not include any right to copy, modify, reverse engineer, or sublicense the platform or any portion thereof.
- 11.3.** City Data. The City shall retain all ownership rights to the data and content uploaded or entered by the City into the Consultant platform ("City Data"). Consultant shall not use City Data for any purpose other than providing the services contemplated under this Agreement. Upon termination of this Agreement, Consultant shall make City Data available for export in a standard format for a period of thirty (30) days following the termination date.

## **12. INDEPENDENT CONTRACTOR.**

- 12.1.** The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.
- 12.2.** If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

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

- 13.1. Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.
- 13.2.** Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

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

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

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

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

**15. INSURANCE.**

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

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

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

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

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

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

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

- B. *Professional Liability.*** Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:
- i. Be from an insurance company authorized to be in business in the State of California;

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

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

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

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

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

- i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- ii. Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

- iii. Terminate this Agreement.
- iv. Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

## **16. DISPUTES.**

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

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

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

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

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

Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

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

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

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

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

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

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

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

If to Consultant: ClearGov, Inc.  
Attn: Michael Mattson  
2 Mill & Main Place, Suite 630

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

**20. GENERAL PROVISIONS.**

- 20.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 20.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 20.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.
- 20.4.** Time is of the essence with regard to each covenant, condition and provision of this Agreement.
- 20.5.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.
- 20.6.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.
- 20.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.
- 20.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.
- 20.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.
- 20.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.
- 20.11.** All references to a statute or ordinance, shall incorporate any, or all,

successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

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

**22. ACCESS AND ACCOMMODATIONS**

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

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

*[Signature Page Follows]*

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

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

“ATTACHMENT “A”

# Investment Summary

Set-up Services (One-time Investment)			
Service	Description	Investment	Discount
ClearGov Setup Services	<ul style="list-style-type: none"> <li>• Full activation and setup</li> <li>• Expert data onboarding</li> <li>• Personalized client training</li> </ul>	<del>\$23,520</del> <b>\$8,500</b>	<b>64%</b>

Solutions (Recurring)			
Software	Description	Investment	Discount
Budgeting & Planning Suite	<ul style="list-style-type: none"> <li>• Operational Budgeting</li> <li>• Personnel Budgeting</li> <li>• Capital Budgeting</li> <li>• Digital Budget Book</li> <li>• ACFR</li> </ul>	<del>\$47,040</del> <b>\$30,000</b>	<b>36%</b>
Platform Support	Dedicated Customer Success Services	<b>Included</b>	<b>N/A</b>

3 Year License Scheduling for Project			
Billing Date(s)	Subscription (Recurring)	Setup (One-time)	Total Investment
July 1, 2026	\$21,500	\$8,500	One-time Setup Annual Subscription Fee
July 1, 2027	\$30,900	-	Annual Subscription Fee
July 1, 2028	\$31,827	-	Annual Subscription Fee

\*\* 3% Year Over Year Rate Increase

**ATTACHMENT “B”  
Payment for Services**

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

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

The Consultant shall fully implement, configure, test, and make operational all software modules included in the proposal, including but not limited to Operational Budgeting, Personnel Budgeting, Capital Budgeting, Digital Budget Book, and Financial Reporting/Disclosure Studio (ACFR).

1. ACFR/Financial Reporting Deliverables

The Financial Reporting/Disclosure Studio and all associated ACFR reporting tools shall be fully implemented, configured, tested, and accepted by the City no later than August 31, 2026.

Completion shall include, at a minimum:

- Successful integration and migration of required financial data;
- Configuration of ACFR templates and reporting functionality;
- Staff training sufficient for City personnel to independently utilize the software;
- Completion of user acceptance testing by the City; and
- The system being fully operational and ready for use in preparation of the City's Fiscal Year 2025-26 Annual Comprehensive Financial Report and September 2026 audit fieldwork.

2. Budgeting Deliverables

The Operational Budgeting, Personnel Budgeting, Capital Budgeting, and Digital Budget Book modules shall be fully implemented, configured, tested, and accepted by the City no later than December 31, 2026.

Completion shall include, at a minimum:

- Successful integration and migration of required budget and personnel data;
- Configuration of budget workflows, reporting tools, and dashboards;
- Staff training sufficient for City personnel to independently utilize the software;
- Completion of user acceptance testing by the City; and
- The system being fully operational and ready for use during the City's Fiscal Year 2026-27 mid-year budget review and preparation of future annual budgets.

3. Acceptance

No deliverable shall be deemed complete until reviewed and accepted in writing by the City. If any deliverable fails to meet the requirements set forth herein, Consultant shall promptly correct deficiencies at no additional cost to the City.

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

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of Consultant shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Consultant and Subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for the delay or failure to perform, unless the

goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to perform timely. As used in this Contract, the term “Subconsultant” means a subconsultant at any tier. In the event Consultant’s delay or failure to perform arises out of a Force Majeure Event, Consultant agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.



# **City of McFarland**

## **City Council Meeting**

### **STAFF REPORT**

Agenda Item No. 6.  
Section: CONSENT AGENDA  
Meeting Date: June 24, 2026

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Brianahi De Leon, Senior City Planner

**SUBJECT:** Second Reading and Adoption of Ordinance No. 5-2026 A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-030-12 AND 060-030-08

---

#### **SUMMARY:**

The City of McFarland received an application from Alberto Duran and AMM Properties requesting the proceedings of a proposed Annexation 21. Annexation 21 is made up of 124.26 acres (gross) generally located North of Elmo Highway, West of Davis Avenue, and East of Garzoli Avenue. It is also identified as APN: 060-030-08 and 060-030-12. Concurrent with the annexation application, the applicant submitted a request to amend the General Plan Land Use Map to Commercial and an amendment to the City's Zoning Map to Pre-Zone the proposed annexation site to C-2.

If the Pre-Zoning Map is approved, it will be consistent with the development that the applicant is proposing.

#### **Environmental:**

Pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study/ Negative Declaration (IS/ND) for the project. This IS/ND has been completed and is to be approved alongside the Pre-Zoning (Ordinance 2026-01), and approve initiation of proceedings for Annexation 21 (Resolution No. 2026-4)

#### **FINANCIAL IMPACT:**

NONE

#### **RECOMMENDATION:**

Staff recommends the reading and adoption of Ordinance No. 5-2026, An ordinance of the City Council of the City of McFarland, recommending that the City Council amend the official Zoning Map for Assessor's Parcels 060-030-12 AND 060-030-08

#### **ATTACHMENTS:**

1. EXHIBIT A - ENVIRONMENTAL STUDY
2. EXHIBIT B - SITE PROPOSAL
3. EXHIBIT C - PRE-ZONING MAP
4. EXHIBIT D - LAND USE MAP
5. EXHIBIT E - PLAN FOR SERVICES

**ORDINANCE NO. 5-2026**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MCFARLAND, CALIFORNIA RECOMMENDING THAT THE CITY  
COUNCIL AMEND THE OFFICIAL ZONING MAP FOR ASSESSOR'S  
PARCELS 060-030-12 AND 060-030-08**

**Section 1. Recitals**

**WHEREAS**, AMM Properties & Duran Alberto filed an application proposing to amend the City of McFarland zoning map by pre-zoning approximately 124.26 acres generally bound by the West of Garzoli Avenue, North of Elmo Highway and East of Highway-99; and

**WHEREAS**, the Pre-Zoning will incorporate Commercial (C-2); and

**WHEREAS**, the Pre-Zoning Map will include Assessor Parcel Number's 060-030-12 and 060-030-08; and

**WHEREAS**, the City of McFarland Zoning Map is hereby amended as reflected in Exhibit "A" and attached hereto and by this reference made a part hereof.

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

1. The foregoing recitals are true and correct.
2. Pursuant to the California Environmental Quality Act (CEQA), the State Guidelines Section 15162(a) the lead agency prepared an Initial Study/ Negative Declaration to adequately identify the environmental impacts of the Project.
3. The public necessity, general welfare, and good planning practices justify the project.
4. The City hereby proposes the annexation of the Annexed area and requests that the Local Agency Formation Commission conduct proceedings for the proposal pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Sections 56000 et seq.

**Section 2. Environmental Quality Act.** Pursuant to the California Environmental Quality Act (CEQA), the State Guidelines Section 15162(a) the lead agency prepared an Initial Study/ Negative Declaration to adequately identify the environmental impacts of the Project as reflected in Exhibit "B".

**Section 3. Notice.** The City Clerk shall certify to the passage and adoption of this ordinance and shall

cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

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

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

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

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

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of McFarland on 6/24/2026 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 June 24, 2026.

ATTEST:

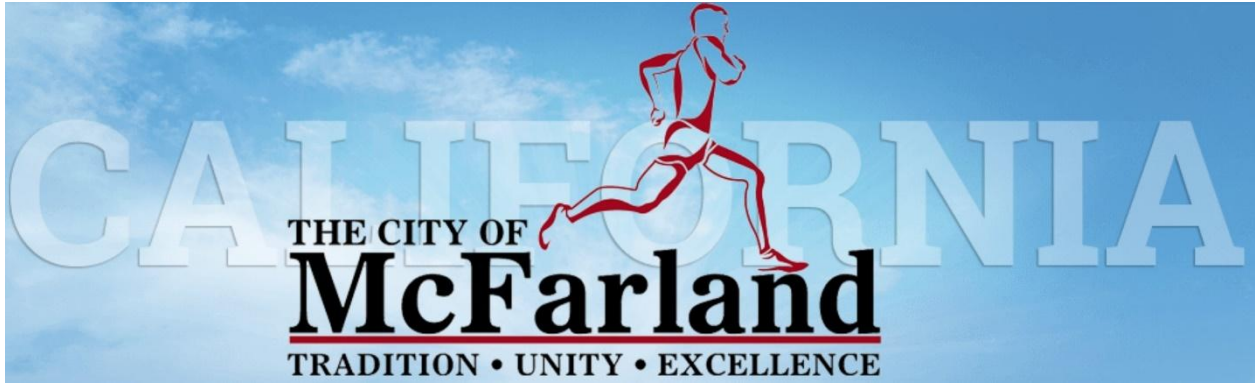
\_\_\_\_\_

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

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Nathan Hodges, City Attorney



# Initial Study and Negative Declaration for Amendment to General Plan & Annexation #21

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## City of McFarland

Submitted by the City of McFarland

4/29/2026

Prepared by:

*De Lapide & Associates, Inc.*

*delapide@outlook.com*

## Acknowledgments

### City Council

Saul Ayon, Mayor

Ricardo Cano, Vice Mayor

Anita Gonzalez, Councilmember

Maria Perez, Councilmember

Martin Gutierrez, Councilmember

### Planning Commission

David Soto, Commissioner

Jim White, Member

Jose "Jay" Hernandez, Member

Victor Oropeza, Member

Juan Munguia, Member

### City Staff

Diego Viramontes, City Manager

Megan Snyder, Community Development Director

Brianahi De Leon, Senior City Planner

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## Preamble

The California Office of Planning and Research (OPR) issued the CEQA Technical Advice Series (OPR, December 2004 Edition) to clarify aspects of the California Environmental Quality Act. According to the Technical Advice:

*CEQA Guidelines § 15152 and § 21083.3 of the Public Resources Code allow a Negative Declaration to be adopted when an EIR has previously been prepared for a program, policy, plan or ordinance. The later project must be consistent with that program or other action and must not result in any significant effects which were not examined in that previous EIR. In order to tier from an EIR, the later project must be consistent with the general plan and zoning of the applicable city or county.*

In preparation for the adoption of the 2040 McFarland General Plan, The City of McFarland prepared a Draft Program EIR, filed it with the State Clearinghouse, received comments, addressed the comments, and filed a Final EIR. The 2040 General Plan is separated into thematic elements. All elements must be consistent with each other. Seven elements are required for all General Plans in California, with two further elements required for communities meeting certain criteria that exist in McFarland. Optional elements may also be included and carry the same legal force and status as the required elements. The General Plan includes five optional elements. The fourteen elements are:

- **Required:** Land Use, Circulation, Housing, Safety, Conservation, Open Space, and Noise
- **Required in San Joaquin Valley Air Pollution Control District:** Air Quality
- **Required in Disadvantaged Communities:** Environmental Justice
- **Optional:** Economic Development, Health, Community Design, Public Facilities, and Sustainable Agriculture

This project involves a general plan amendment and annexation into City limits of two adjacent parcels to the immediate north of Elmo Highway, between Garzoli Avenue on its west and Davis Avenue on its east. The development application for Annexation #21 involves the parcels hitherto identified as 060-030-08 (with Jose Alberto Duran listed as owner) and 060-030-12 (with AMM Properties LLC as listed owner). The parcels lay right outside the City limits, but within McFarland's sphere of influence (SOI). The initial development proposal is to pre-zone the adjacent parcels totaling 124.26 acres of vacant land via the annexation application to C-2 (which includes a wide array of permitted land uses).

Consistent with the Technical Advice, this Initial Study & Negative Declaration tiers upon the Program EIR of the General Plan. Annexation Area #21 is under temporary agricultural use within the City's SOI, pending future need to expand the physical development envelope of the City. Its pre-zoning proposal is consistent with the General Plan and it contains no new proposals which would result in any significant effects that were not examined in the General Plan EIR.

Both the 2040 General Plan and the Final General Plan EIR are available to the General Public. The electronic copies of the documents are accessible at the City's website: [www.mcfarlandcity.org](http://www.mcfarlandcity.org); hard copies are available at City Hall.

City of McFarland  
401 West Kern Ave.  
McFarland, CA 93250

## Summary of Project Information

<i>Project Title</i>	General Plan Amendment and Annexation #21, North McFarland
<i>Lead Agency</i>	City of McFarland 401 West Kern Ave. McFarland, CA 93250
<i>Contact Person &amp; Phone</i>	Megan Snyder, Community Development Director 661-792-3091 msnyder@cityofmcfarland.ca.gov
<i>Project Location</i>	Parcels 060-030-08 & 060-030-12 property north of Elmo Hwy., McFarland. Garzoli Avenue demarcates its western boundary and Davis Avenue demarcates its eastern boundary.
<i>Applicant</i>	Benjamin Marin
<i>General Plan Designation</i>	Agricultural use (temporary)
<i>Zoning</i>	Pre-zoning for C-2 (which permits a wide array of uses)
<i>Surrounding Land Use</i>	Residential and commercial (to the south); Agriculture (to the north); other existing developments (to the west and east)
<i>Description of Project</i>	General Plan Amendment and Annexation of Parcels 060-030-08 & 060-030-12 in North McFarland into City limits and conversion of the approximately 126-acre property into a C-2 district, which permits a wide array of land uses.
<i>Other Approving Agencies</i>	Kern County LAFCO
<i>Native American Consultation</i>	With assistance from the Native American Heritage Commission, the City identified and contacted nineteen Native American Tribes in 2021 during preparation of the Program EIR on the 2040 McFarland General Plan. Responses indicate the project area (consisting of the City of McFarland and its sphere of influence) is outside ancestral homes for which the Tribes did not request consultation.
<i>Other Information</i>	Consistent with the CEQA Technical Advice (OPR, December 2004 Edition), this Initial Study & Negative Declaration tiers upon the Program EIR of the 2040 McFarland General Plan.
<i>Compatibility of Project</i>	The annexation of the area, which is contiguous to the City, and the potential mixture of land uses are consistent with the vision and policies of the 2040 McFarland General Plan.

## 1.0 Project Information

1.1. **Project:** General Plan Amendment and Annexation #21, North McFarland

1.2. **Lead Agency:** City of McFarland, 401 West Kern Ave. McFarland, CA 93250

1.3. **Contact Person & Phone:** Megan Snyder, Community Development Director, 661-792-3091.  
msnyder@cityofmcfarland.ca.gov.

1.4. **Project Location:** Within City of McFarland, comprising parcels 060-030-08 & 060-030-12 north of Elmo Hwy., McFarland. Streets that demarcate the boundaries of the project area include Elmo Hwy on the south, Garzoli Ave on the west, and Davis Avenue on the east. Davis Avenue is a western frontage road that is adjacent to SR 99.

1.5. **Applicant:** Benjamin Marin

1.6. **General Plan Designation:** Agricultural use (temporary)

1.7. **Zoning:** Pre-zoning for C-2 (which permits a wide array of uses)

## 1.8. Project Location And Setting

### 1.8.1 The City of McFarland

The City of McFarland sits in the northern section of Kern County within California's Central Valley. **Figure 1** displays the location of McFarland in relation to the State of California and Kern County. The City is located along Highway 99, approximately 25 miles north of Bakersfield and approximately seven miles south of Delano. McFarland's 2022 boundaries encompass approximately three-square miles of land consisting of mostly residential, institutional, and agricultural uses. McFarland's Sphere of Influence and the surrounding area are primarily under agricultural use. **Figure 2** displays the proposed land uses in the 2040 McFarland General Plan.

Figure 1: Location of McFarland within California and Kern County

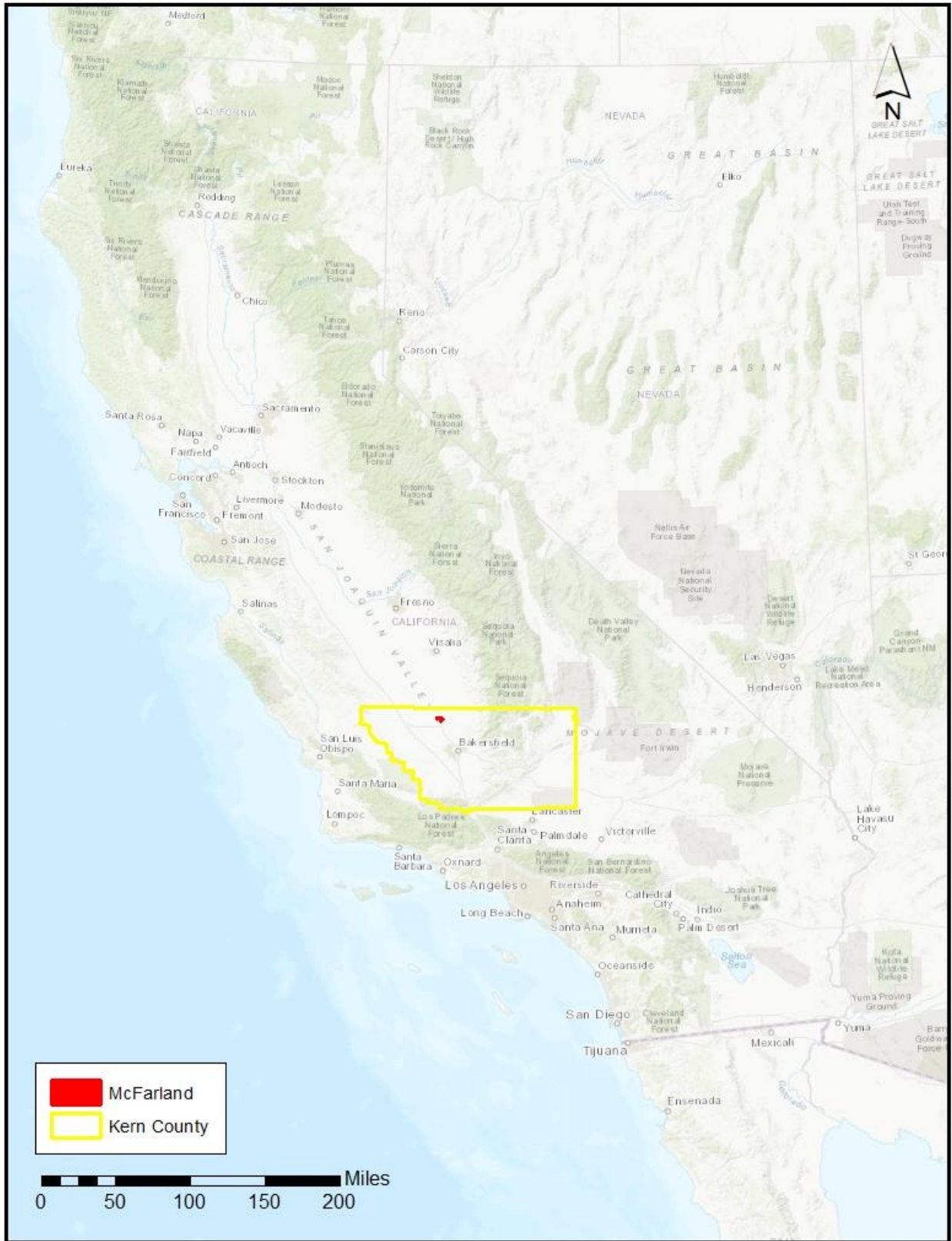
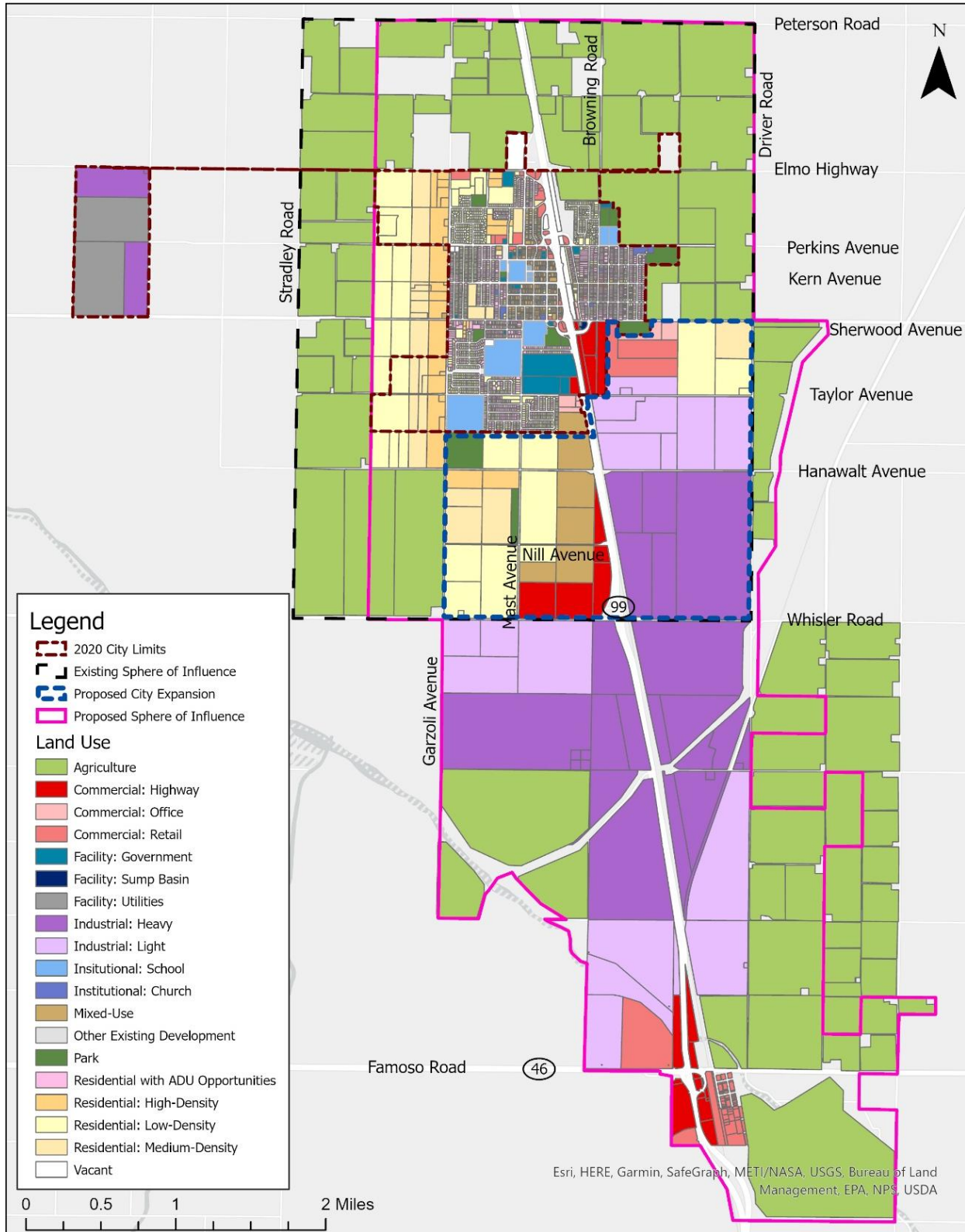


Figure 2: Proposed Land Use in the 2040 McFarland General Plan



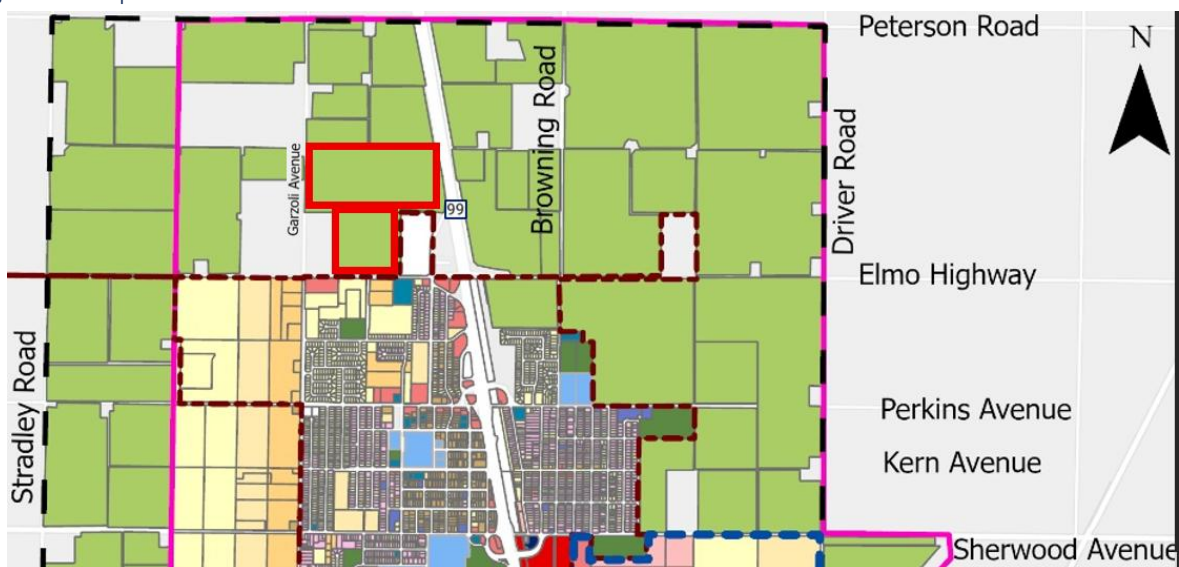
### 1.8.2 Annexation #21 Project Location

The proposed Annexation #21 area covers two contiguous parcels (060-030-08 & 060-030-12) north of Elmo Hwy., McFarland. Elmo Hwy marks the boundary of the area on the south, with Garzoli Ave on the west, and Davis Avenue on the east. Davis Avenue is a western frontage road that is adjacent to SR 99. The project area is right outside the City limits, but within McFarland's sphere of influence. **Figure 3** (also showing as Appendix A) identifies the location of the annexation area on the northern edge of the City. **Figure 4** identifies land use proposals under the General Plan within the Residential Development Plan area. The General Plan designates one of the parcels for temporary agricultural use pending future need to expand the City limits into that part of its sphere of influence as Figure 4 and Figure 2 show. Figure 2 also shows a complete legend for land use designations under the General Plan.

Figure 3: Location of Annexation #21 Area in McFarland



Figure 4: Proposed General Plan Land Use in Annexation #21 Area



## 1.9. Project Description

### 1.9.1 Annexation #21: Multi-Use Development Plan Proposal

The project involves a general plan amendment and annexation into City limits of contiguous parcels 060-030-08 & 060-030-12 in North McFarland. The development proposal is to consolidate the two parcels (outlined in Figure 3 and Figure 4) into a Multi-Use Development Plan area with a wide array of permitted land uses under the C-2 designation. **Figure 4** shows that portions of the southern and eastern boundaries of Annexation #21 area adjoin McFarland City limits. Appendix B is an aerial view depicting existing uses of land in the vicinity of the project area.

### 1.9.2 Annexation #21: Parcels and Land Use Designations

**Figure 5** is a copy of the Assessor's Map for the parcels that constitute the Annexation #21 area. **Figure 6** confirms that the parcels are not under Williamson Act contract. Their use for agriculture was therefore temporary, pending the expansion of the City into those parcels intended for future urban development. **Figure 7** reveals further that the parcels were not designated prime farmland, unique farmland, or farmland of statewide importance.

The proposed project area covers approximately 124.26 gross acres. **Table 1** is the list of Assessor's parcels within the proposed annexation area. The table also shows the original (temporary) land use designations and the modified land uses under pre-zoning of parcels 060-030-08 & 060-030-12. Overall, there is good consistency in land use designations between the original (which was only temporary) and modified uses on the parcels. The most noticeable change is the conversion of future urban land under temporary agricultural use into urban land under the C-2 zoning designation.

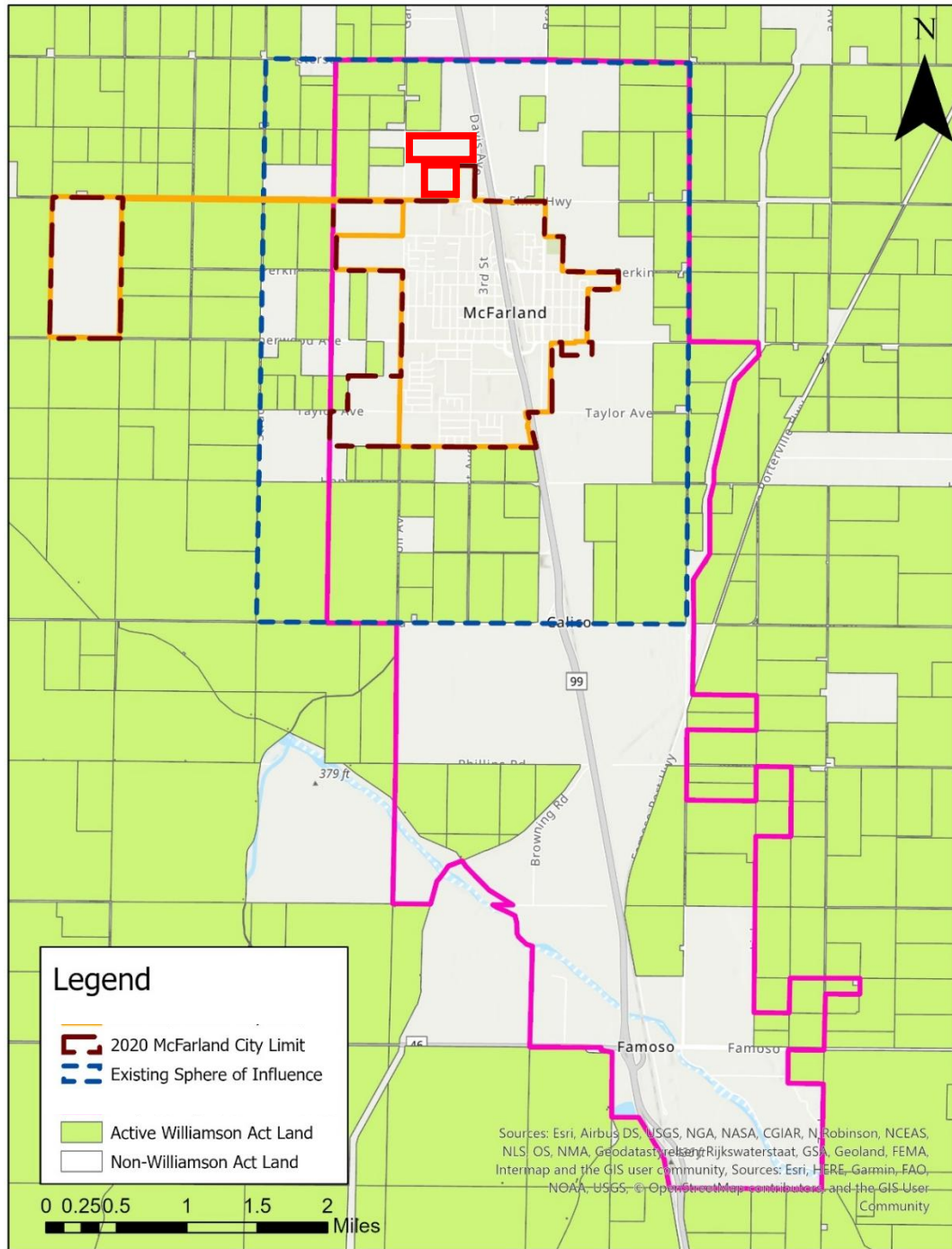
The designation, C-2, refers to a "Commercial Zone", but the municipal code also permits a mixture of uses with multi-family residential at 16 to 24 dwelling units per acre in such zones. Chapter 17 of the McFarland Municipal Code identifies a wide array of permitted land uses in C-2 zoning districts (17.80.020) as follows:

- A. Any use permitted in the C-0 and C-1 zones, which include versions of the land use categories listed next in item B of this list.
- B. Many subcategories of the following land use categories:
  1. Residential uses (including community care facility; condominium; duplex; emergency shelter; fraternity or sorority house; residential hotel).
  2. Recreation, Entertainment, and Tourist Facilities
  3. Commercial uses
  4. Institutional uses
  5. Miscellaneous uses (which include day-care, storage, and parking, among others).
- C. Accessory buildings
- D. Emergency shelters.

Appendix C has additional details covering the list of uses permitted under the C-0, C-1, and C-2 districts.



Figure 6: Williamson Act Lands within and around McFarland's Sphere of Influence

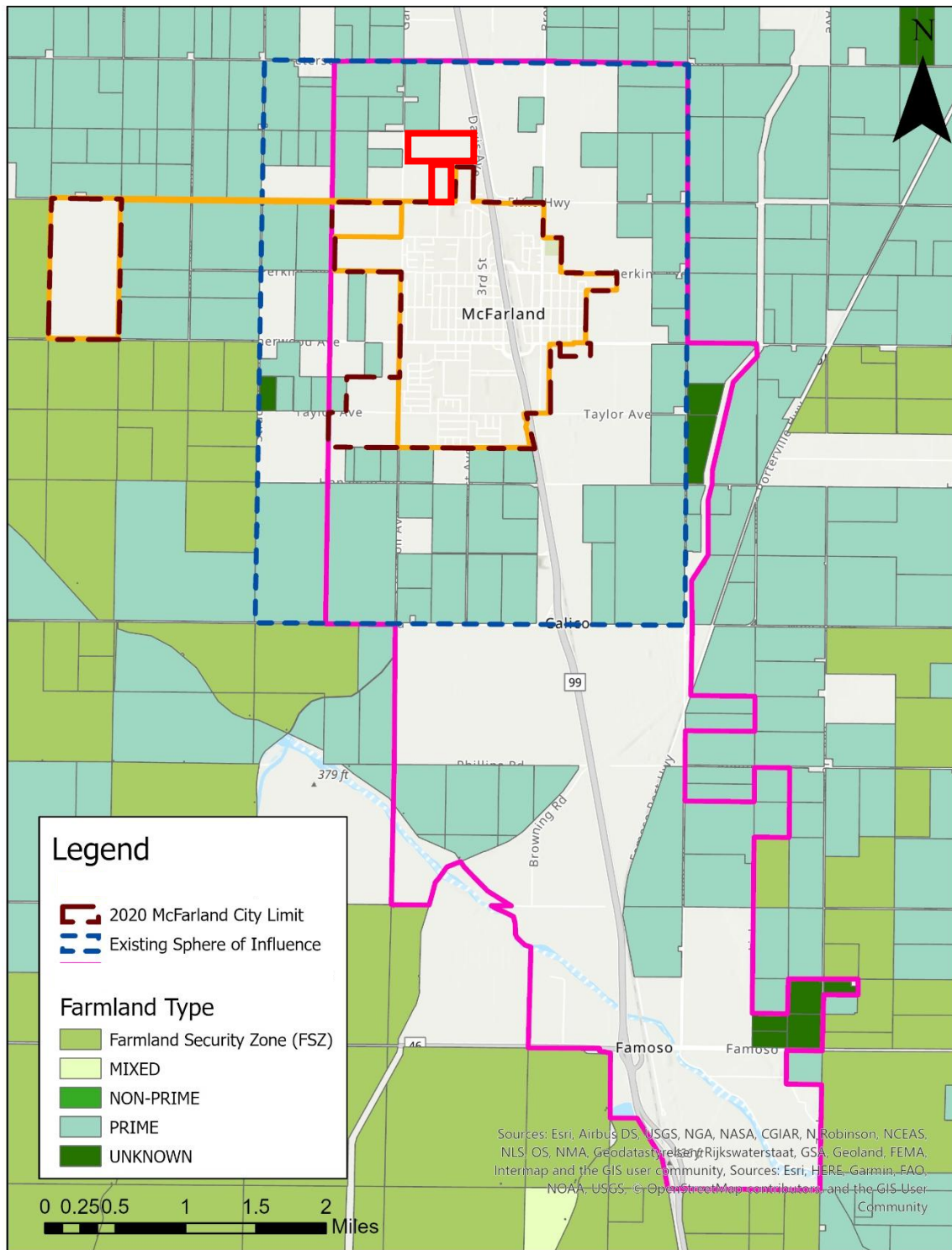


Source: Kern County GIS



**Annexation #21 Area**

Figure 7: Types of Farmland in McFarland's Sphere of Influence



Source: Kern County GIS

 **Annexation #21 Area**

### 1.9.3 Annexation #21: Distribution of Land Uses

The proposed project is envisioned to be developed within one of the flexible zoning districts defined in the City's Municipal Code. It is anticipated that multiple forms of housing that can meet the needs of households within a range of income groups, a variety of commercial retail, office, and ancillary uses, as well as recreational and entertainment activities may be implemented to be consistent with the provisions of the Municipal Code. However, the exact combination of uses and sizes are to be determined in the future. The pre-zoning has assigned to the parcels McFarland's zoning designations that would become applicable following annexation of the area. This is consistent with the Cortese-Knox-Hertzberg Act (Gov't Code Sections 5600 et seq.), which requires that parcels proposed for annexation are "pre-zoned" prior to annexation.

### 1.9.4 Compatibility of Proposed Land Uses in Annexation #21 Area with McFarland General Plan

The vision for the proposed development in Annexation #21 Area (which its pre-zoning reflects) will be compatible with the residential and commercial land uses within the part of the city limit that the proposed development project area adjoins. The following are noteworthy:

- Annexation #21 will adjoin existing City boundary thereby avoiding leap-frog development.
- The development site is contiguous with the built-up area of North McFarland. This would limit travel distances for residents between the proposed development and other destinations in the City thereby limiting environmental impacts in the form of energy consumption and pollution related to travel.

Review for intended vs. historic use of land reveal the following:

- Agricultural lands in McFarland are important in that they provide commodities that generate local jobs and income, contribute to the local character of the City, and create habitat for wildlife. McFarland recognizes the economic and cultural importance of agriculture for the community and continues to actively preserve and protect farmland, particularly Williamson Act Parcels.
- Parcels in the Annexation #21 area have in recent years been partially under temporary agricultural use and adjoin other parcels that accommodate housing and other structures related to farming activities. However, the parcels were **neither** under Williamson Act contract, as Figure 6 shows, **nor** are they designated prime farmland, unique farmland, or farmland of statewide importance as Figure 7 shows. Consequently, Annexation #21 parcels have prior intended use for urban development as are other parcels in its immediate vicinity. Therefore, conversion of the parcels to urban uses is consistent with the long-term intent for use of the land to accommodate the needs of a growing population thereby also contributing potentially to alleviating the acute housing shortage in the State.

Reviews for compatibility with the McFarland General Plan reveal the following:

- Annexation #21 adjoins a residential area according to the Land Use Map of the 2040 General Plan. Refer to Figure 2 for the citywide land use map and Figure 4 for a close-up of project area

land use designations under the General Plan. The group of parcels being converted into a **Residential Development Plan** (*Parcels 060-030-08 & 060-030-12*), are to accommodate a variety of uses including residential, commercial, and community uses in addition to an internal network of roads. Development review in the future would assure that land uses would be compatible with each other.

- Annexation #21 Area is wholly outside the 2022 City limits but is within McFarland’s sphere of influence. Refer to Figure 2 and Figure 4. This would require modification to the boundaries of the City limits via the proposed annexation process.
- Since the project area falls within a section of the City’s sphere of influence that already has similar and compatible land use designations, the EIR for the 2040 General Plan covers the area of proposed development.
  - *The development proposal would, however, trigger a need for change to area land use in the General Plan to the appropriate, compatible land uses.*
  - *The circumstances qualify for tiering the environmental documentation for the annexation off the General Plan EIR for a Negative Declaration for the proposed development.*
- The primary land uses intended under the project area’s pre-zoning are consistent with the 2040 McFarland General Plan. Specifically, they are directly compatible with or offer the potential to meet the following policies among others:
  - Policy HO 1.3.1: Accommodate the City’s housing need over the life of the General Plan.
  - Policy HO 1.3.3: Locate new residential developments near amenities such as grocery stores, public parks, and schools.
  - Policy HO 2.2.2: Provide housing alternatives to community residents.
  - Policy HO 3.1.1: Increase affordable housing production.
  - Policy LU 1.1.1: Expand the range of allowable housing types and areas in which they may be built.
  - Program LU 1.2.2.1: Establish strategic mixed-use nodes of commercial and office uses to serve nearby neighborhoods (along Elmo Highway).
  - Policy LU 1.4.1: Preserve open space in new residential developments.
  - Policy LU 2.1.2: Prohibit leapfrog development.
  - Objective CIR 1.5: Provide a supportive environment for active transportation users.
  - Objective CIR 2.2: Improve connections and accessibility for all modes of transportation including walking, bicycling, and public transit.
  - Policy CIR 2.2.2: Improve accessibility for all ages and needs.
  - Objective CIR 3.1: Reduce Vehicle Miles Traveled (VMT).
  - Objective CIR 3.2: Increase pedestrian and bicycle mode share.
  - Policy HTH 2.1.1: Promote alternative modes of transportation for short distance trips.
  - Policy OS 1.1.1: Provide park spaces within a quarter mile of residential neighborhoods.
  - Policy OS 1.2.1: Enhance pedestrian and vehicular access to open space.

- Policy EJ 1.1.1: Address air pollution and its sources.
- Objective 3.2: Link parks, schools, and other public facilities citywide.
- Policy EJ 4.1.1: Promote physically active lifestyles.

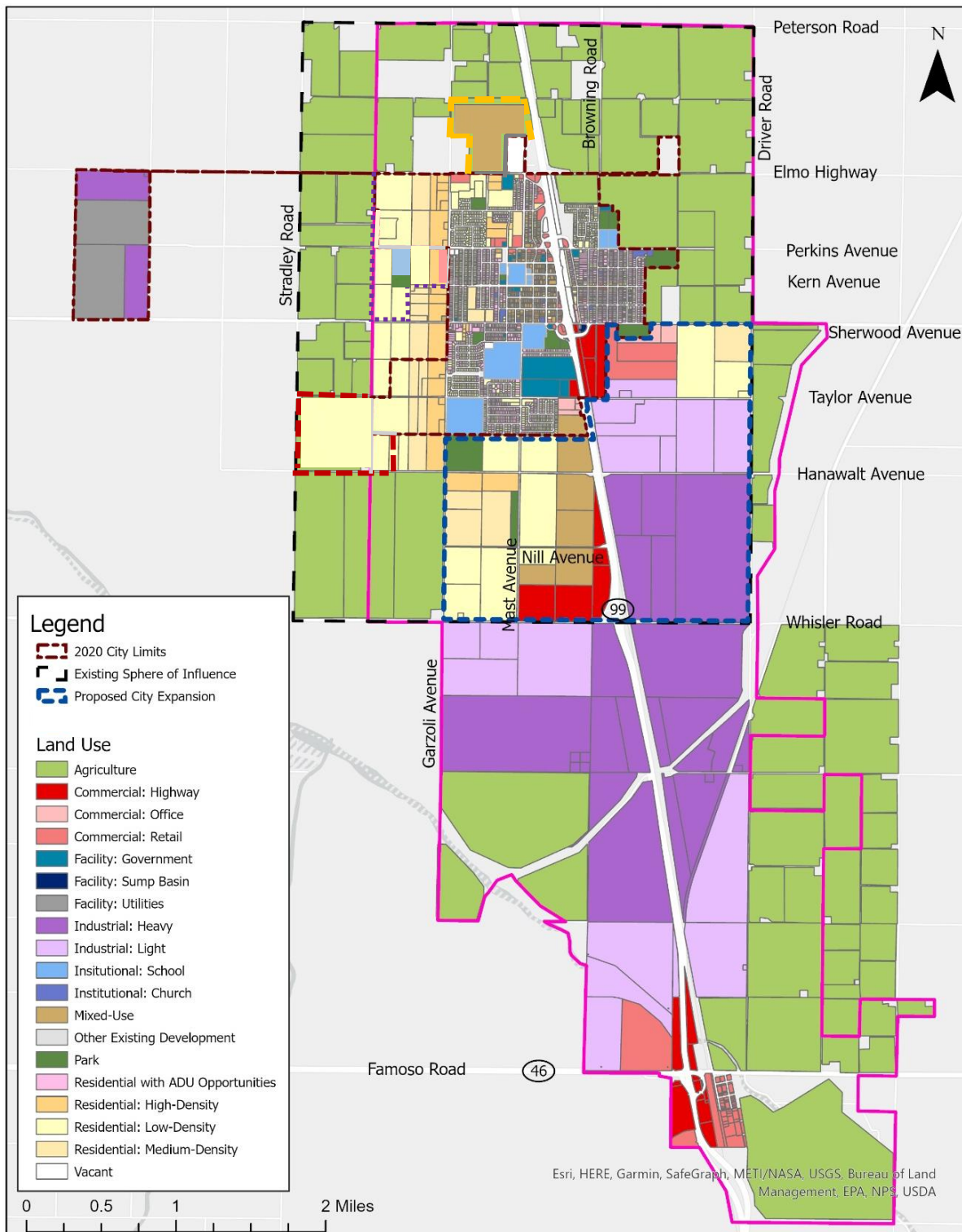
#### 1.9.5 Modifications to City Boundary and Land Uses in Annexation #21 Area

**Figure 8** shows the General Plan Land Use Map with two sets of modifications: (a) to City boundaries on the north side to include Annexation #21 Area; and (b) for potential land use designations (tentatively captured as “mixed-use” as a surrogate for the potential future mixture of uses) on affected parcels.

Table 1 identified the key changes to land uses from the original land use map. The following are noteworthy from that table and the modified land use map for the General Plan:

- The parcels of the annexation area were previously under agricultural use. They are modified to tentatively capture the potential mixture of uses.
- Upon the amendment to the General Plan and annexation, the new City boundary would wrap around the Annexation #21 parcels as Figure 8 depicts.

Figure 8: Modified McFarland City Boundary and Land Use on General Plan Land Use Map



- - - - - Modified City Boundary for Annexation #19 Area
- - - - - Modified City Boundary for Annexation #20 Area
- - - - - Modified City Boundary for Annexation #21 Area

## 1.10. Other Required Agency Approvals

Externally, the City will consult with Kern County LAFCO for approval. Besides LAFCO, no other external agency is required to approve the annexation project.

Internally, pertinent departments of the McFarland city government will conduct reviews of the application in accordance with established procedures of the City and make recommendations to the Planning Commission. Ultimately, the City Council will act with consideration of input from the Planning Commission in giving authorization to initiate annexation.

## 1.11. Native American Consultation

Consistent with regulations of the State of California (e.g., SB 18, AB 52, et al), the project team initiated consultation with Native American Tribes likely to be traditionally and culturally affiliated with the project area as part of the General Plan EIR process. With assistance from the Native American Heritage Commission, the project team identified nineteen Native American Tribes and contacted each via a letter in 2021. The Appendix to section 1.6 of the Final Program EIR on the 2040 McFarland General Plan includes a list of Tribes contacted and responses received, if any, as well as copies of the letters sent to the Tribes. Overall, responses indicate the project area is outside ancestral homes for which the Tribes did not request consultation.

## 1.12. Summary Of Environmental Factors Potentially Affected

In accordance with Section 15125 of the CEQA Guidelines, the Program EIR on the 2040 McFarland General Plan analyzed the programmatic and cumulative environmental impacts that would possibly result from the adoption of the 2040 McFarland General Plan, which includes the long-term vision, policies, and programs for housing. This section identifies the required topics of discussion. Subsections of the next section summarize the respective impacts of the proposed Plan under these topics. Specific environmental conditions relate to individual topics and detailed discussion of impacts are available in sections 4.1 through 4.20 of the Final EIR. The topics include the following:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Facilities
- Recreation
- Transportation
- Utilities
- Energy
- Tribal Cultural Resources
- Wildfire
- Mandatory Findings of Significance

## 2.0 Evaluation of Environmental Impacts

This section presents a summary of the analyses on the potential environmental impacts that may result from the proposed project. For the evaluation of potential impacts, the questions in the Initial Study Checklist (Section 1.1 through 1.9) are stated and answers are provided according to the analysis undertaken as part of the Initial Study. The analysis considers the project's short-term impacts (construction-related), and its operational or day-to-day impacts. For each question, there are four possible responses, which are listed in increasing order of severity; they are:

1. **No Impact.** Future development arising from the project's implementation will not have any measurable environmental impact on the environment and no additional analysis is required.
2. **Less than Significant Impact.** The development associated with project implementation will have the potential to impact the environment; these impacts, however, will be less than the levels or thresholds that are considered significant and no additional analysis is required.
3. **Potentially Significant Unless Mitigated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation measures or changes to the project's physical or operational characteristics can reduce these impacts to levels that are less than significant.
4. **Potentially Significant Impact.** Future implementation will have impacts that are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

The summary tables that follow list the four possible responses in decreasing order of severity for each of the required topics of discussion.

## 2.1 Aesthetics

Would the proposed plan:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Have a substantial adverse effect on a scenic vista?				X
2. Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
3. In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
4. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

AE – 1: There are no officially designated scenic vistas or viewsheds in the City of McFarland. As a result, the Annexation #21 project (Project) will have **no effect** on scenic vistas.

AE – 2: There are no officially designated State scenic highways in the City of McFarland nor are there any National or California Historic Landmarks in the City. The closest eligible place is the Friant-Kern Canal, which is eligible for National Register of Historic Places (NRPH). The Project will have **no effect** on any scenic highways or historic landmarks.

AE – 3: The proposed developments in the Project would be contiguous to the City and the development review process will assure preservation of the visual character of the City. The Project will have **no negative effect** on the visual character of the City.

AE – 4: Build-out of developments from the Project would create new, but minor sources of glare and light. Any new lighting installed under the Project would increase safety and security for residents and visitors and result in a **less than significant impact**.

## 2.2 Agricultural Resources

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X	
3. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
4. Result in the loss of forest land or conversion of forest land to non-forest use?				X
5. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

AG – 1: Agricultural lands in McFarland are important in that they provide commodities that generate local jobs and income, contribute to the local character of the City, and create habitat for wildlife. While some designated urban land under temporary agricultural use may be converted to urban land uses under the Annexation #21 project (Project), the parcels of land under consideration are not under Williamson Act contract nor are they designated prime farmland, unique farmland, or farmland of statewide importance. Overall, use of the land for its intended urban purpose would result in a **less than significant** effect.

AG – 2: McFarland recognizes the economic and cultural importance of agriculture for the community and continues to actively preserve and protect farmland, particularly, Williamson Act Parcels. Annexation #21 project area is not under contract and thus its conversion to housing in order to accommodate the growing population in the long term would not result in loss of Williamson Act land. Therefore, the Project will have a **less than significant** impact on zoning and Williamson Act Parcels.

AG – 3: There is no forest land or timberland zoned for timberland production within the City of McFarland. The Project will have **no impact** on forest or timberland.

AG – 4: There is no forest land within the City of McFarland. The Project would have **no impact** on the loss of forest land to non-forest use.

AG – 5: Agricultural resources are directly threatened by urban development as well as urban growth. McFarland is committed to preserving its agricultural resources; however, while long term buildout of housing may impact the agricultural environment by changing the activities occurring on adjacent properties, Annexation #21 parcels have prior designation for urban development as are many of the parcels in the immediate vicinity. This would cause the overall impact to be **less than significant**.

## 2.3 Air Quality

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Conflict or obstruct implementation of the applicable air quality?			X	
2. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
3. Expose sensitive receptors to substantial pollutant concentrations?			X	
4. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

AQ– 1: McFarland, like the rest of the San Joaquin Valley area, is in attainment with the federal PM 10 standard, but not with the federal PM 2.5 standard, and the area is not in attainment with state PM 10 or PM 2.5 standards, making the area not in attainment with federal nor with state ozone standards. Features within the Annexation #21 project (Project) promote contiguous growth with intensification of development, thus increasing the use of alternatives to the auto like walking, biking, and transit causing the overall impact to be **less than significant**.

AQ – 2: The SJVAPCD has published two state implementation plans (SIPs) which address ozone and particulate matter, for which the Basin fails to meet attainment standards. Housing Elements are typically considered consistent with SIPs if they do not increase population or VMT above that projected in the Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS). The Project does not exceed these growth assumptions. The SJVAPCD also published a CEQA assistance document, the “Guidance for Assessing and Mitigating Air Quality Impacts” (GAMAQI) which provides specific mitigation measures to be applied to projects in the Basin. Projects in the City, such as subdivisions will undergo project level CEQA review and are subject to the provisions of the GAMAQI. Overall, the Project will have a **less than significant** impact.

AQ – 3: The Project could contribute to the existing violation of several air quality standards or contribute to an existing or projected air quality violation; however, the air basin covers a large region

and includes many large agricultural operations and major urban areas including the City of Fresno. The Project includes several policies and actions that will help to mitigate future air pollutant emissions and protect sensitive residential receptors such as nursing homes. Overall, the Project will have a **less than significant** impact.

AQ- 4: Considering the small size and rural location of the City of McFarland and the separation of incompatible uses, the Project will **not have a significant impact** on the exposure of substantial numbers of people to emissions.

## 2.4 Biological Resources

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
3. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X	

BIO- 1: McFarland is home to a few species that have been historically protected under federal and state regulations. Four species that have been on and off the endangered and threatened species lists

over the past years include the Swainson's hawk (*Buteo swainsoni*), Burrowing owl (*Athene cunicularia*), Tricolored Blackbird (*Agelaius tricolor*), and the San Joaquin Kit Fox (*Vulpes macrotis mutica*). Impacts to these species will be mitigated from the federal and state regulations. Furthermore, the Annexation #21 project (Project) does not propose development in existing wildlife or natural habitat areas. While, infill development is prioritized, new development will avoid sensitive areas, and areas of the City that are environmentally sensitive are intended to be preserved resulting in a **less than significant** impact to protected species.

BIO – 2: There are no wetlands or riparian habitats or other sensitive natural communities in McFarland; therefore, the Project will have **no impact** on any riparian habitat or other sensitive natural community.

BIO – 3: The City is nearly surrounded by croplands and Williamson Act lands and the policy is to preserve prime farmland, which controls the development envelope. Otherwise, the regional geography poses low fire risk to McFarland, the City lacks wetlands, forested areas, or other sensitive habitat that might hinder development. While there is a slight potential for interruption of the hydrological cycle with impervious surfaces that come with urban development, the impact will be **less than significant**.

BIO – 4: The Project could result in some impact if new development would interfere with movement of species through corridors, migration patterns, or affect their ability to reach breeding locations, but any impact would be **less than significant**.

BIO – 5: The Project will **not conflict** with any local policies or ordinances protecting biological resources.

BIO – 6: There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional, or state habitat conservation plans that are relevant in this context. Even unforeseen possibilities are considered **less than significant**.

## 2.5 Cultural: Archeological and Historical Resources

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?				X
2. Cause a substantial adverse change in the significance of an archeological resource pursuant to 15064.5?			X	
3. Disturb any human remains, including those interred outside of formal cemeteries?			X	

CULT– 1: McFarland does not have any officially designated historic resources leading to a conclusion of **no impact**. Furthermore, the Annexation #21 project (Project) seeks to preserve non-designated historic resources.

CULT – 2: Construction activities associated with buildout of the Project could cause a significant impact to archaeological resources in the plan area by potentially damaging or disturbing as yet undiscovered archaeological deposits through the placement of fill and soil compression. Therefore, the potential for encountering archeological resources could exist in some sections of the City, however the Project overall causes a **less than significant** impact.

CULT – 3: Historically, Native Americans inhabited the region, and historically significant sites within the region have been discovered. There exists the potential of significant impacts if there were unknown sites of human remains discovered during the build-out of the Project. There are no known such sites in key growth areas, resulting in a **less than significant** impact. If any were to be discovered, impacts would both be significant and unavoidable. In the event human remains are discovered during the build-out of the Project, construction must be stopped, and a qualified coroner must be contacted to determine if the remains are of Native American origin. If the coroner makes this determination, the coroner should contact the Native American Heritage Commission within 24 hours.

## 2.6 Geology and Soils

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?			X	
2. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?			X	
3. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic related ground failure, including liquefaction?			X	
4. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?			X	
5. Result in substantial soil erosion or the loss of topsoil?			X	
6. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			X	
7. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
8. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	

9. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

X

GEO– 1: Seismic hazard mapping shows that the City has a low seismic hazard potential yet it is at moderate risk for earthquake vulnerability. The closest active fault is six miles west while the closest active and potentially hazardous fault zone is White Wolf Fault Zone, located 55 miles south of McFarland. The White Wolf Fault Zone last erupted in 1952. Therefore, the Annexation #21 project (Project) has a **less than significant** effect.

GEO – 2: Seismic hazard mapping shows that the City has a low seismic hazard potential yet it is at moderate risk for earthquake vulnerability. McFarland has a 25% to 30% chance of experiencing an earthquake greater than magnitude 5.0 within the next 20 years and a 50% to 60% chance of experiencing an earthquake greater than magnitude 5.0 within the next 30 years. Therefore, the Project would place few to no properties in danger of collapse or lives at risk due to ground shaking, causing a **less than significant** impact.

GEO – 3: Liquefaction is the conversion of soil into a fluid-like state. McFarland is not within an area identified as having the potential for liquefaction. Therefore, the probability of loss of life or property due to liquefaction is **less than significant**.

GEO– 4: Earthquake-induced landslide and slope failure occurs when steep slopes composed of weak materials fail because of ground shaking caused by an earthquake. McFarland is not in an area identified as having the potential for earthquake-induced landslide or slope failure. Therefore, the Project will create **less than significant** risk of landslides.

GEO – 5: McFarland’s largest economic sector is agriculture. As most agricultural operations take place outside the built-up area of McFarland, the Project would create **less than significant** loss of topsoil.

GEO – 6: McFarland is not in an area identified as having the potential for earthquake-induced landslide or slope failure or as having the potential for liquefaction. Subsidence typically occurs due to the withdrawal of groundwater, oil, natural gas, or other resource extractive activities. The nearby City of Delano experienced subsidence caused largely by groundwater pumping of the deep aquifer system during the 1950s and 1960s. Although McFarland is at some risk for future ground failure as it is affected by subsidence with seismic ground shaking due to historic water withdrawal, and existing subsidence conditions, the Project’s impact would be **less than significant**.

GEO– 7: Soils susceptible to expansion are high in clay content as they are able to absorb and retain water leading to volume disparities between wet and dry states. The City of McFarland contains sandy soils with little or no clay content (Olive et al., 1989) which will not expand when inundated with water. Therefore, the Project creates **less than significant** risk of loss of life or building damage due to location on expansive soils.

GEO – 8: The City of McFarland relies primarily on the collection and treatment of wastewater through a city-wide sewer system. The City does not rely heavily on the use of septic tanks. In the event that septic tanks are needed to collect wastewater, the nature of the soil in McFarland would adequately support septic tank infrastructure, resulting in a **less than significant** impact.

GEO – 9: McFarland is not known to have paleontological resources. However, construction activities associated with buildout of the Project could result in unearthing paleontological resources.

In anticipation of this slim eventuality, the City of McFarland has adopted the policy that “in the event that archeological or paleontological resource is unearthed or otherwise discovered during construction related activities associated with the Project, all work must be suspended until a qualified archeologist is consulted.” Thus, the Project has a **less than significant** impact.

## 2.7 Greenhouse Gas Emissions

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emission of GHGs?			X	

GHG – 1: The Annexation #21 project (Project) is envisioned to increase development density which can reduce greenhouse gas emissions resulting in a **less than significant** effect.

GHG – 2: The Project remains consistent with the 2040 General Plan and other relevant policies and plans related to the regulation of GHG emissions. Therefore, the Project results in a **less than significant** impact.

## 2.8 Hazards and Hazardous Materials

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
6. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
7. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

HAZ- 1: The transport, use, and disposal of hazardous materials are primarily associated with industry. The Annexation #21 project (Project) focuses primarily on residential, commercial, and entertainment activities and supporting uses so the impact is **less than significant**.

HAZ – 2: Certain industrial and commercial land uses have the potential to create a significant hazard in upset or accident conditions if they involve the use, production, or transport of hazardous materials; however, the Project focuses on retail and service in addition to residential uses resulting in a **less than significant** impact on the environment. Furthermore, this projects is not the type to require CEQA review and mitigation of impacts associated with hazardous materials. In the case that the release of hazardous materials occurs, the City should collaborate with the County, following protocol from the County’s Hazardous Materials Area Plan to carry out a study to evaluate the nature and extent of the contamination, and the potential threat to public health and/or the environment.

HAZ – 3: Most existing and proposed schools are located beyond the quarter-mile threshold from anticipated land uses. The Project focuses on uses that are far from proposed industrial uses resulting in a **less than significant** impact on the environment

HAZ– 4: According to an EnviroStor search conducted in 2019, there were three DTSC cleanup sites within City limits and one cleanup site within the planned annexation south of McFarland. The Project will not change the existing land uses on the contamination sites without mitigation. Additionally, there is a potential for aerially deposited lead (ADL) soil contamination along Highway 99. Projects associated with development along Highway 99 should include soil sampling to test for ADL. Other projects (but not this project) might require CEQA review and mitigation of impacts associated with hazardous materials. Therefore, the Project will create **less than significant** hazard to the public or the environment.

HAZ – 5: While four airports fall within the relative vicinity of McFarland, only three are relatively impactful. Delano Airport’s Sphere of Influence extends south to the border of Elmo Highway, thus providing a constraint to potential development north of that area. However, Delano Municipal Airport (DLO) is an uncontrolled, general aviation airport with a record of low-activity; it primarily serves local light aviation, including flight training and private aircraft, rather than commercial traffic thereby posing little to no conflict with the project area. There is no private airstrip within the Project Area. While no training or other significant military flightpaths cross over McFarland, Edwards Air Force Base, the nearest military installation, has some potential to impact safety in McFarland. Naval Air Warfare Station China Lake could also potentially effect aircraft hazards. The Project will **not impact** airport use.

HAZ – 6: The Project aligns with the General Plan which ensures collaboration with Kern County on the development and implementation of a Disaster and Emergency Preparedness Plan (ERP) as well as supports efforts outlined in the existing McFarland Local Hazard Mitigation Plan. The Project does **not impact** implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

HAZ– 7: McFarland is not included in Local, State or Federal Responsibility Areas or the projected Sphere of Influence within the Fire Hazard Severity Zones. While the City does not lie within a CAL FIRE recognized Fire Hazard Severity Zone, urban structure fires remain a concern and steps to prepare for an emergency will benefit all residents. Additionally, the City of McFarland sits on land designated as Wildland-Urban Interface by the USGS, or the area where significant vegetation or fuel sources lie near human activity. The Sequoia National Forest lies approximately 30 miles to the east of McFarland, and

that eastern half of Kern County qualifies as a significant fuel source and an area of significant fire probability, with many areas falling in a High or Very High Fire Hazard Zone. Although large wildfires are unlikely near McFarland, caution is still warranted due to significant potential fuel sources in the area including agricultural waste, liquid fuel, gaseous accelerants, and other significant local point sources of impact in a city of its size. The Project will expose people or structures, either directly or indirectly to a **less than significant** risk of loss, injury, or death involving wildland fires.

## 2.9 Hydrology and Water Quality

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
2. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
5. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
6. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of			X	

impervious surfaces, in a manner which would impede or redirect flood flows?	
7. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	X
8. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	X

HY- 1: Future development associated with the buildout of the Annexation #21 project (Project) could negatively affect the quality of surface waters. Construction activities, which include grading, excavation, and other earthmoving activities, could expose soils, which can be eroded and deposited into nearby water sources. Increased sedimentation and turbidity from storm water runoff could lead to lower oxygen levels and increased algal growth, which could harm aquatic life. Post-construction impacts to water quality and waste discharge are due to an increase of impervious surfaces creating changes to storm water amount and quality. An increase of impervious surfaces also could lead to an increase of pollutants that enter storm water runoff. Urban runoff can potentially carry oil and grease, metals, sediment, pesticide, and chemical residues from roadways, parking lots, and rooftops, depositing them into nearby waterways. Development from the Project is required to comply with State and local water quality regulations that are designed to protect water quality during construction. Complying with the standards and regulations will prevent the Project from violating any water quality standards related to waste discharge. Therefore, the Project’s impact will be **less than significant**.

HY – 2: The future development in the Project area would result in an increase in impervious surfaces which may interfere with groundwater recharge. However, regulations for stormwater require various measures that aim to improve on-site retention and drainage improvements, which when adhered to should result in a **less than significant** impact.

HY – 3: Development of the Project would involve vegetation removal, earth excavation and grading, and the construction of new structures. These activities could have an impact on the drainage pattern through an increase in erosion from construction activities and an increase in impervious surfaces. However, erosion control measures are to be implemented and regulated for any proposed project greater than one acre resulting in a **less than significant** level. Individual projects are also to mitigate any on-site or off-site erosion impacts.

HY- 4: Build-out of the Project will increase the number of impervious surfaces within the City. Drainage patterns have the potential to be altered through an increase in the rate and volume of stormwater runoff due to the increase in impervious surfaces. McFarland owns nine sump basins for flood and storm control; however, additional sump basins have been identified for future development. This would help to alleviate potential runoff from developments to a **less than significant** level.

HY – 5: An increase in impervious surfaces from the development of the Project could result in an increase in stormwater runoff and pollutants within the stormwater. The increased pollutants include oil

and grease, metals, sediments, and pesticides from the increase in roadways, parking lots, rooftops, and other impervious surfaces. The water quality from stormwater runoff is regulated by the Central Valley Regional Water Quality Control Board (CVWQCB) and the municipal stormwater requirements in the McFarland Storm Drain Master Plan. These requirements and design features aid in offsetting the potential increase in stormwater from increase in impervious surfaces to a **less than significant** level.

HY – 6: An increase in development under the Project could result in alterations to water courses as retention walls, fences, and other structures are situated on land. However, site grading and design guidelines are meant to guard against unnecessary redirection of natural flow patterns, call for creation of retention basins, and preservation of streams and creeks, resulting in an overall **less than significant** impact. Furthermore, individual projects are to undergo project-level analysis to determine if they impede or redirect flood flows and mitigate them, as necessary.

HY– 7: McFarland does not fall within tsunami or seiche zones. However, assessor’s parcel data indicates approximately 457 parcels exist within the 100-year floodplain and 1,081 parcels exist within the 500-year floodplain. These properties account for 55% of homes in McFarland. Approximately 2,380 people live within the 100-year floodplain and 5,540 live within the 500-year floodplain. The Project limits additional residential growth in identified 100-year or 500-year flood plains without appropriate mitigation and the location of this Project is not among them, resulting in a **less than significant** impact.

HY – 8: An increase in development under the Project could increase surface runoff, its pollution, and subsequent degradation of water supply sources. McFarland is in a region with perennial shortage of water and a depleting groundwater aquifer. Growth in people and activities is likely to exacerbate the situation. CVWQCB regulates water quality while Southern San Joaquin Municipal Utility District (SSJMUD) protects and manages groundwater for sustainability ensuring the Project’s impact remains **less than significant**. The Project also remains consistent with SSJMUD’s Sustainable Ground Water Management Plan.

## 2.10 Land Use and Planning

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Physically divide an established community?			X	
2. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

LU – 1: The Annexation #21 project (Project) does not include expansion of growth on both sides of Highway 99 which already physically divides the community. To maintain the City’s small-town character and preserve open space, the Project is contiguous to existing development. The proposal in the General Plan to create neighborhood centers and mixed-use arterials, enhanced mobility options for all modes of transportation, and increasing connectivity in the area and throughout the City, would result in a **less than significant** impact.

LU – 2: The Project does **not conflict** with existing land use plans. The Project remains consistent with the 2040 General Plan and updated Zoning Ordinance and Zoning Map.

## 2.11 Mineral Resources

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X	
2. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, Residential Development Plan, or other land use plan?			X	

MR – 1: Mineral extraction operations do not exist in the City of McFarland, but there are operations within Kern County. The City has restrictions in its municipal code that do not allow mining operations within McFarland. However, expansion in physical development would require extraction of stones, gravel, and sand, which might come from other parts of the region. Therefore, buildout of the Annexation #21 project (Project) could result in a **less than significant** loss of known mineral resources.

MR – 2: As referenced under MR-1, there are no existing mining operations in the City of McFarland. However, the need for building stones, gravel, and sand during expansion in physical development could potentially deplete a local quarry. Therefore, buildout of the Project could result in a **less than significant** loss of a locally-important mineral resource recovery site.

## 2.12 Noise

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
2. Result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?			X	
3. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

NOISE– 1: To accommodate future growth, the Annexation #21 project (Project) proposes the conversion of some vacant land to residential facility uses. Noise-sensitive land uses, including open space, public facilities, and residential land uses are proposed outside of normally or clearly acceptable ranges of noise. Furthermore, the proposed land uses do not expose existing sensitive receptors to an unacceptable range of noise. However, with growth in population and activities, there is a chance that noise levels would increase. Therefore, the Project could cause **less than significant** generation of noise levels in excess of the established standards. Additionally, project implementation is to take this issue into consideration and mitigate any potential noise impacts.

NOISE – 2: Ground-borne vibration and noise levels in McFarland are primarily associated with vehicular traffic along SR 99. The railroad is also a significant source of intermittent noise, but its 60 dB contour is entirely contained within the SR 99 60 dB contour. The Project, consistent with the 2040 General Plan,

does not prioritize residential development along SR 99 and within the 60 dB contour. Sensitive land uses are located outside of the unacceptable noise ranges. However, increased activity under the Project could generate additional movement of heavy vehicles that could impact ground vibration. Nevertheless, the Project would **less than significantly** expose people to, or generate, excessive ground-borne vibration or ground-borne noise levels. Furthermore, implementation of the Project is to take this issue into consideration and mitigate any potential noise impacts.

NOISE – 3: There are no aircraft operations, including private airstrip, public airport, or public use airport in the City of McFarland. The closest airport is the Delano Municipal Airport, just over four miles to the north. The 60 dB noise contours calculated for this airport do not extend to McFarland, nor to its planned expansion areas. Therefore, no persons residing or working in the Project area would be exposed to excessive noise levels associated with a private airstrip, public airport, or public use airport, resulting in **no impact**.

## 2.13 Population and Housing

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
2. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

POP– 1: The Annexation #21 project (Project), falls under the 2040 General Plan, which used the cohort-component method of population projection according to State of California guidelines to calculate population growth and number of households. The City of McFarland could need to accommodate up to about 4,500 additional housing units by 2040 in the five targeted key growth areas. This is to meet the needs of natural population increase and those that the target for jobs can induce by 2040 under the General Plan. The City, however, only has to meet a RHNA allocation of 244 units within the 2023-2031 cycle and can accommodate the additional housing units through a combination of infill, mixed-use, and ADU development in the downtown and vicinity plus key housing sites. This Project falls outside one of the key growth areas for new housing but can nevertheless contribute to meeting the allocated need therefore causing **no impact**.

POP – 2: The General Plan can meet population growth and related housing needs through the reoccupation of existing vacant units, redevelopment of existing units in “bad” condition, and developing new units. This Project does not necessitate the displacement of existing housing units, but rather can add to the growth and improvement of the housing stock by constructing new units. It does not involve redeveloping existing units in less than desirable conditions that could displace some occupants even if temporarily. Since the Project would not trigger displacement of people or existing housing units that would necessitate the construction of replacement housing elsewhere, it would have **no impact**.

## 2.14 Public Facilities

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for the following:				
1. Fire protection?			X	
2. Police protection?			X	
3. Schools?			X	
4. Parks?			X	
5. Other public facilities?			X	

PS – 1: McFarland does not lie in any identified fire hazard severity zone. However, the Sequoia National Forest lies approximately 30 miles to the east of McFarland, and that eastern half of Kern County qualifies as a significant fuel source and an area of significant fire probability, with many areas falling in a High or Very High Fire Hazard Severity Zone.

Growth in population and activities have the potential to increase the risk of urban fires which could tax the ability of Fire Protection and Emergency Services. There building standard that the Annexation #21 project (Project) must follow are meant to reduce the risk of fire on houses in McFarland, resulting in a **less than significant** impact.

PS – 2: Population growth has the potential to impact the ability of police services. Currently, the City of McFarland meets the FBI target of one officer per 1,000 residents and with the addition of the project, the City can maintain the standard officer-to-resident ratio. Therefore, the Project would have a **less than significant** impact.

PS – 3: The current teacher to student ratio (1:24) is lower than the national average (1:30). Construction of a new elementary school in 2016 increased facility capacity to 3,804. While the Project

has the potential to increase population, the Project will have a **less than significant** effect on school capacity if it allocates space for additional school facilities.

PS – 4: The Project will have a **less than significant** impact on parks. Refer to the Recreation section (section 2.15) for more details.

PS – 5: The Project has the potential to increase population which would likely increase demand for library services in excess of existing capacity. However, Mitigation PS – 5a in the General Plan EIR accounts for the increased demand and requires the City of McFarland to “Coordinate with Kern County Library to address the specific needs of the community and funding sources required to build library service and other services to meet those needs.” With Mitigation PS – 5a, the Project would have a **less than significant** impact.

## 2.15 Recreation

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
2. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

REC – 1: There are currently 7 parks and 35 acres of parks in McFarland. While population growth would inevitably require demand for park use, the Annexation #21 project (Project) is expected to dedicate space for additional proposed park land which would serve residents and mitigate overuse of parks to an extent as to result in their deterioration. (This would be consistent with the contents of the General Plan Land Use in the northern parts of the City adjoining Annexation #21.) Therefore, the Project would have a **less than significant** impact.

REC – 2: The Project area is to permit the development of a mixture of residential, commercial, entertainment and supportive land uses which will not require additional recreational facilities beyond what is permitted and therefore will create **no adverse physical impact**.

## 2.16 Transportation

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X	
2. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)? . . . . <i>i.e., Is VMT exceeding an applicable threshold of significance?</i>			X	
3. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
4. Result in inadequate emergency access?				X

TRANS – 1: All development under the Annexation #21 project (Project) would be subject to policies, plans, and programs that ensure the performance and safety of users of multiple modal facilities including public transit riders, bicyclists, and pedestrians. For example, all development under the Project would have to comply with the *Complete Streets Act* of 2008 and the *Americans with Disabilities Act* of 1990. The impact of the Project on adopted policies, plans, or programs would therefore be **less than significant**.

TRANS – 2: Potential growth and development as a result of the Project can increase total vehicle miles travelled (VMT). However, anticipated focus of the Project and the keen focus of the General Plan on contiguous and mixed-use development can encourage alternatives to the auto, including non-motorized travel, helping to reduce VMT. Consistent with statewide thresholds of significance, the proposed McFarland General Plan is assessed to produce upwards of a 50 percent reduction in per capita VMT. This is possible because the General Plan includes certain improvements to transportation and land use settings, which are projected to result in lower per capita VMT than existing and other future alternatives including the no project alternative. Therefore, the Project will have a **less than significant** impact on Project generated VMT.

TRANS – 3: All development under the Project would be subject to design and safety standards that are specified within the City of McFarland Municipal Code. The McFarland Municipal Code references, and is subject to, codes established by the State of California that ensure the safety of its citizens. As with current practice, all future roadways would be designed and reviewed in consultation with engineers to determine their compliance with these codes and regulations with regard to hazards and incompatible uses. Therefore, the Project will have **no impact** on hazards due to geometric design.

TRANS – 4: All development under the Project would be subject to design and safety standards, specified under the City of McFarland Municipal Code, which references the California Building Code and portions of the International Fire Code. As with current practice, all future roadways would be designed and reviewed in consultation with engineers to determine their compliance with these codes and regulations with regards to adequate emergency access. Therefore, the Project will have **no impact** on emergency access.

## 2.17 Utilities

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
2. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			X	
3. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has (in)adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
4. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
5. Not comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

UTIL – 1: The Annexation #21 project (Project) will result in new growth and infrastructure development in an annexed area of the City of McFarland. This could result in new construction or expansion of storm water drainage facilities. The Annexation #21 area is in the part of the City which does not have a history of major flood events, though it is possible that projected growth could change this as roadway expansion, land use changes and commercial growth and expansion could possibly increase the use of pavement and parking areas. However, programs in the General Plan address infrastructure requirements in order to efficiently capture and divert storm water to reduce the risk of urban flooding for new development and growth of the Project. Increased housing as a result of the Project would also likely require the extension of electric, gas, and wastewater lines as well as telecommunication facilities. However, programs in the General Plan address increased demand for public services and proposed expansion when needed. Therefore, the Project will have a **less than significant** impact.

UTIL – 2: The City has sufficient water supply to serve existing entitlements and resources, but water supply can be a limiting factor to growth. Continuing to monitor water quality is important as the community continues to grow. The current water supply needs to be supplemented by additional sources and continuously monitored for quality to facilitate growth. Additionally, the City of McFarland needs to reduce its water demand regardless of these impacts. Executive Order B-37-16 and Senate Bill X7-7 mandate water demand reduction which can potentially help the City offset demand associated with projected growth. With water conservation policies in the General Plan, the increased water demand as a result of the Project will have a **less than significant** effect on water supply.

UTIL – 3: Projected increase in population and changes in land use would increase demand for the City of McFarland's wastewater treatment facilities and therefore potentially exceed wastewater treatment requirements of the Central Coast Regional Water Quality Control Board, which mandates that all public sanitary sewer systems and treatment facilities comply with State Waste Discharge Order (WDR Order No. 2006-0003-DWQ). There is a planned expansion of the wastewater treatment plant, but due to the pipe size limitation it would only increase capacity for the west side where the Project site is located. The east side has considerably lower capacity for growth, as it is served by only one 8-inch pipe. The General Plan proposed constructing a new facility on the east side of McFarland to accommodate future growth and demand. With the two expansions, the Project would have a **less than significant** effect on wastewater treatment facilities.

UTIL – 4: The Project will result in new growth and infrastructure development in key areas within the City of McFarland and this would increase the need for solid waste collection and disposal. R&F Disposal and Recycling, Inc. would not exceed capacity at buildout. Therefore, the impact would be **less than significant**.

UTIL – 5: Projects in the City, such as subdivisions undergo project level reviews and are subject to the policies in the General Plan to assure compliance with Federal, State, and local regulations and statutes regarding solid waste. Therefore, the Project will have a **less than significant** impact.

## 2.18 Energy

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
2. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

ENE – 1: While the Annexation #21 project (Project) will result in new growth and infrastructure development in key areas within the City of McFarland, focus on contiguous, compact, and infill development can help to prevent excessive consumption of energy. Additionally, the Plan’s efforts to reduce VMT can further reduce energy consumption from transportation related activities. As a result of these progressive actions to conserve energy, per capita natural gas use under the Project can reduce and electricity use can decrease compared to the no project alternative, resulting in a **less than significant** impact.

ENE – 2: All development under the Project would be subject to all applicable renewable energy and energy efficiency plans including federal, state and local regulations. The Project would also be subject to the General Plan policies and programs, which work to help McFarland meet energy conservation standards and goals set by state and local plans. Furthermore, subsequent developments under the Project will undergo City of McFarland Building Department review to ensure they comply with energy conservation standards. Therefore, impact of the Project on adopted policies, plans, or programs would be **less than significant**.

## 2.19 Tribal Cultural Resources

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in the local Register of Historical Resources as defined in Public Resources Code Section 5020.1(k)?				X
2. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?				X

TRIBE – 1: There are no historic sites, features, places, and cultural landscapes within the City that are listed on the National Register of Historic Places (NRHP). In 2015, McFarland conducted a records search of California Historical Resource Information System (CHRIS) which includes a review of the NRHP, the California Points of Historical Interest list, the California Historical Landmarks list, the Archaeological Determinations of Eligibility list, the California State Historic Resources Inventory list, and the Office of Historic Preservation (OHP) Historic Property Directory. The records search identified 14 previously conducted studies and 14 cultural resources within the City but not the Annexation #21 project (Project) site and 200-foot buffer. All of the cultural resources are of the

built-environment type and were constructed during the 20th century. Therefore, the Project would have **no impact** on any tribal cultural resources listed on any local or state registry.

TRIBE – 2: A 2015 records search of the California Historical Resource Information System (CHRIS) including a review of the NRHP, the California Points of Historical Interest list, the California Historical Landmarks list, the Archaeological Determinations of Eligibility list, the California State Historic Resources Inventory list, and the Office of Historic Preservation (OHP) Historic Property Directory identified 14 cultural resources within the City, but not the Annexation #21 project site and 200-foot buffer. However, these resources are all of the built-environment type and were constructed during the 20th century and **will not be impacted** by the Project. Beyond this search, the City reached out to the 19 tribes identified by the Native American Heritage Commission to be historically or culturally associated with the geographic area of the City of McFarland for consultation. McFarland's SOI did not cover any land associated with any of the tribes. Given this information, the lead agency, the City of McFarland, is not aware of any tribal cultural resources that will be impacted by the Project.

## 2.20 Wildfire

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Substantially impair an adopted Emergency Response Plan or Emergency Evacuation Plan?			X	
2. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
3. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

FIRE – 1: The Annexation #21 project (Project) is a part of the General Plan which includes policies to ensure collaboration with Kern County on the development and implementation of a Disaster and Emergency Preparedness Plan and supports efforts outlined in the existing McFarland Local Hazard Mitigation Plan. Proposed land uses do not interfere with any existing emergency response plans (ERPs). Therefore, the Project will have a **less than significant** impact.

FIRE – 2: According to CAL FIRE, McFarland (and its SOI) does not lie within a Fire Hazard Severity Zone and is at a low risk from fire hazards. The Project, as a result, does not increase exposure of any Project occupants to wildfire spread or wildfire pollutants. While the City does not lie within a CAL FIRE recognized Fire Hazard Severity Zone, urban structure fires and pollutant exposure from nearby higher risk areas outside of McFarland’s SOI remain a concern and steps to prepare for an emergency will benefit all residents. Policies in the General Plan help to mitigate that risk. Overall, the Project will have a **less than significant** impact.

FIRE – 3: As addressed in FIRE-2, McFarland (including its SOI) does not lie within a CAL FIRE designated Fire Hazard Severity Zone and is at low risk of fire hazard. Furthermore, any subsequent subdivisions or development projects required as part of the Project are subject to CEQA review. While the City does

not lie within a CAL FIRE recognized Fire Hazard Severity Zone, urban structure fires remain a concern and steps to mitigate fire risk are still important. Policies in the General Plan help to mitigate that risk. Overall, the Project will have a **less than significant** impact.

FIRE – 4: As addressed in FIRE-2 and 3, McFarland (including its SOI) does not lie within a CAL FIRE designated Fire Hazard Severity Zone and is at low risk of fire hazard. Due to the low risk of fire, there is an exceedingly small likelihood that any wildfire related slope instability, drainage changes, or run off caused by wildfires could occur. Thus, the Project will **less than significantly** impact the risk of downslope or downstream flooding or landslides caused by fire related geological events. While wildfire risk is low in McFarland, urban structure fires remain a concern and steps to mitigate fires risk are still important.

## 2.21 Mandatory Findings of Significance

Would The Proposed Plan	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number, or restrict the range, of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
2. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
3. Have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?				X

From the analyses in the foregoing sections, implementation of proposed land uses within the Annexation #21 Project area (Project) would not result in either limited or cumulative environmental impacts as follows:

MFS-1: It will not reduce fish habitats, threaten to eliminate plant or animal communities, reduce or restrict rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory.

MFS-2: It will not result in impacts that are individually limited, but cumulatively considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

MFS-3: It does not have environmental effects which would cause substantial adverse effects on human beings either directly or indirectly.

Implementation of proposed land uses within the Annexation #21 Project area (Project) can contribute to the set of developments required to meet McFarland's RHNA allocation. The policies that would guide project implementation would not change allowed density ranges even as they promote intensification of development toward the upper ranges of allowed density ranges in the City. Project implementation will consider environmental factors and adopt mitigation measures when deemed necessary.

### 3.0 Certification

#### 3.1 Preparers

On behalf of the City of McFarland, De Lapide & Associates, Inc. prepared the Initial Study for this project.

#### 3.2 Determination

McFarland Planning and Community Development Department based on the evaluation in this Initial Study and the Final Program EIR for the 2040 McFarland General Plan

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION is hereby determined.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or a “potentially significant unless mitigated impact” on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, and nothing further is required.

#### 3.3 De Minimis Fee Determination

Pursuant to Chapter 1706, Statutes of 1990-AB 3158,

It is hereby found that this project involves no potential for any adverse effect, either individually or cumulatively, on wildlife resources and that a "Certificate of Fee Exemption" shall be prepared for this project pending approval of the No Effect Determination.

[ ] It is hereby found that this project could potentially impact wildlife, individually or cumulatively, and therefore fees shall be paid to the County Clerk in accordance with Section 711.4(d) of the Fish and Game Code.

### 3.4 Environmental Determination

The initial study for this project has been reviewed and the environmental determination, contained in Section 2.0 preceding, is hereby approved.

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Megan Snyder, Community Development Director  
City of McFarland

## References

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## Appendices

### Appendix A: Boundaries of Proposed Annexation #21 Area



Appendix B: Aerial View of Existing Land Use in Vicinity of Annexation #21 Area



## Appendix C: Permitted Uses in C-0, C-1, and C-2 Zones

### C-0 Zones

#### 17.152.030 - Uses permitted in specific zones.

The following uses may be permitted in the zones indicated in this section upon the granting of a conditional use permit.

[\(Ord. No. 0004-2023](#), § 5, 5-11-23)

#### 17.152.030(1) - C-O zones.

- A. Residential Uses.
  - 1. Community care facility.
- B. Recreation, Entertainment, and Tourist Facilities.
  - 1. Swimming pool, public, indoor only;
  - 2. Tennis club, indoor only.
- C. Commercial Uses.
  - 1. Eating and Drinking Establishments.
    - a. Cafe, or coffee shop.
  - 2. Services.
    - a. Ambulance;
    - b. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers.
- D. Transportation Facilities.
  - 1. Auto parking garage or lot;
  - 2. Heliport.
- E. Utility and Communications Facilities.
  - 1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator;
  - 2. Utility substation.

F. Institutional Uses.

1. Cemetery, mausoleum, columbarium, or mortuary;
2. Charitable or public service organization;
3. Club or lodge;
4. Convalescent hospital;
5. Crematory, when in conjunction with a cemetery, mausoleum, columbarium, or mortuary;
6. Fire or police station;
7. Hospital;
8. Labor union hall;
9. Post office;
10. Public agency or utility buildings and facilities;
11. Rehabilitation facilities;
12. Sanitarium.

G. Waste Facilities.

1. Community septic disposal system;
2. Sewage treatment plant.

H. Miscellaneous Uses.

1. Day-care center, with extended overnight services;
2. Drainage sump;
3. Flood control facilities;
4. Water treatment plant;
5. Beverage container recycling facilities.

[\(Ord. No. 0004-2023](#), § 5, 5-11-23)

## C-1 Zones

### 17.152.030(2) - C-1 zones.

#### A. Residential Uses.

1. Community care facility;
2. Condominium;
3. Duplex;
4. Emergency shelter;
5. Fraternity or sorority house;
6. Residential hotel.

#### B. Recreation, Entertainment, and Tourist Facilities.

1. Golf course;
2. Movie theater, walk-in;
3. Park or playground;
4. Swimming pool, public, outdoor only;
5. Tennis club, outdoor only;
6. Theater, live.

#### C. Commercial Uses.

##### 1. General Retail Sales.

- a. Nursery, plant;

##### 2. Services.

- a. Ambulance;
- b. Auto wash;
- c. Auto wash, self-service;
- d. Mini-warehouse, for storage of personal household goods, provided there is no outside storage; excludes cargo containers and other temporary storage structures;
- e. Printing, lithography or blueprinting;
- f. Tattoo parlor and body piercing;
- g. Veterinary, including veterinary hospital;
- h. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers.

- D. Transportation Facilities.
  - 1. Auto parking garage or lot;
  - 2. Heliport.
- E. Utility and Communications Facilities.
  - 1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator.
- F. Institutional Uses.
  - 1. Cemetery, mausoleum, columbarium, or mortuary;
  - 2. Charitable or public service organization;
  - 3. Club or lodge;
  - 4. Convalescent hospital;
  - 5. Crematory, in conjunction with a cemetery, mausoleum, columbarium, or mortuary;
  - 6. Fire or police station;
  - 7. Hospital;
  - 8. Labor union hall;
  - 9. Museum, with outdoor exhibits;
  - 10. Rehabilitation facilities;
  - 11. Sanitarium.
- G. Waste Facilities.
  - 1. Community septic disposal system;
  - 2. Sewage treatment plant;
  - 3. Transfer station, small volume.
- H. Miscellaneous Uses.
  - 1. Day-care center, with extended overnight services;
  - 2. Drainage sump;
  - 3. Flood control facilities;
  - 4. Water treatment plant;
  - 5. Beverage container recycling facilities.

[\(Ord. No. 0004-2023, § 5, 5-11-23\)](#)

## C-2 Zones

### 17.152.030(3) - C-2 zones.

- A. Residential Uses.
  - 1. Residential hotel.
- B. Recreation, Entertainment, and Tourist Facilities.
  - 1. Amusement park;
  - 2. Card room;
  - 3. Movie theater, drive-in;
  - 4. Park or playground;
  - 5. Racetrack or test track, automobile, motorcycle, or horse;
  - 6. Shooting range or gun club;
  - 7. Skateboard arenas, unenclosed;
  - 8. Sports arena, indoor;
  - 9. Sports arena, outdoor;
  - 10. Swimming pool, public;
  - 11. Trade fairs and exhibitions, temporary (fourteen-day maximum), excluding flea markets and swap meets.
- C. Commercial Uses.
  - 1. Services.
    - a. Mini-warehouse, for storage of personal household goods and vehicles, including outside storage;
    - b. Veterinary, including veterinary hospital;
    - c. Advertising sign boards or structures;
    - d. Placing, storing or maintaining chemical toilets of the type normally transported by semitrailers;
- D. Recreational, Entertainment, and Tourist Facilities.
  - 1. Bingo parlor.
- E. Transportation Facilities.
  - 1. Airport, private;
  - 2. Airport, public use;
  - 3. Auto parking garage or lot;
  - 4. Bus depot;
  - 5. Heliport;
  - 6. Taxi depot, including service and storage.

F. Utility and Communications Facilities.

1. Radio, television, microwave, or commercial communications transmitter, receiver, or translator.

G. Waste Facilities.

1. Community septic disposal system;
2. Sewage treatment plant;
3. Transfer station, small volume;
4. Waste-to-energy facility.

H. Institutional Uses.

1. Cemetery, mausoleum, or columbarium;
2. Community or regional correctional and similar involuntary detention facilities;
3. Crematory, when in conjunction with a cemetery, mausoleum, columbarium, or mortuary;
4. Museum, with outdoor exhibits;
5. Zoo.

I. Educational Institutions and Schools.

1. College or university.

J. Miscellaneous Uses.

1. Day-care center, with extended overnight services;
2. Drainage sump;
3. Flea market or swap meet, wholly conducted within an enclosed building;
4. Flea market or swap meet, except within an enclosed building pursuant to subsection 19.32.020(H) of this title;
5. Flood control facilities;
6. Water treatment plant;
7. Automobile trailer courts or camps, house or coach trailers, and public camp grounds;
8. Beverage container recycling facilities.

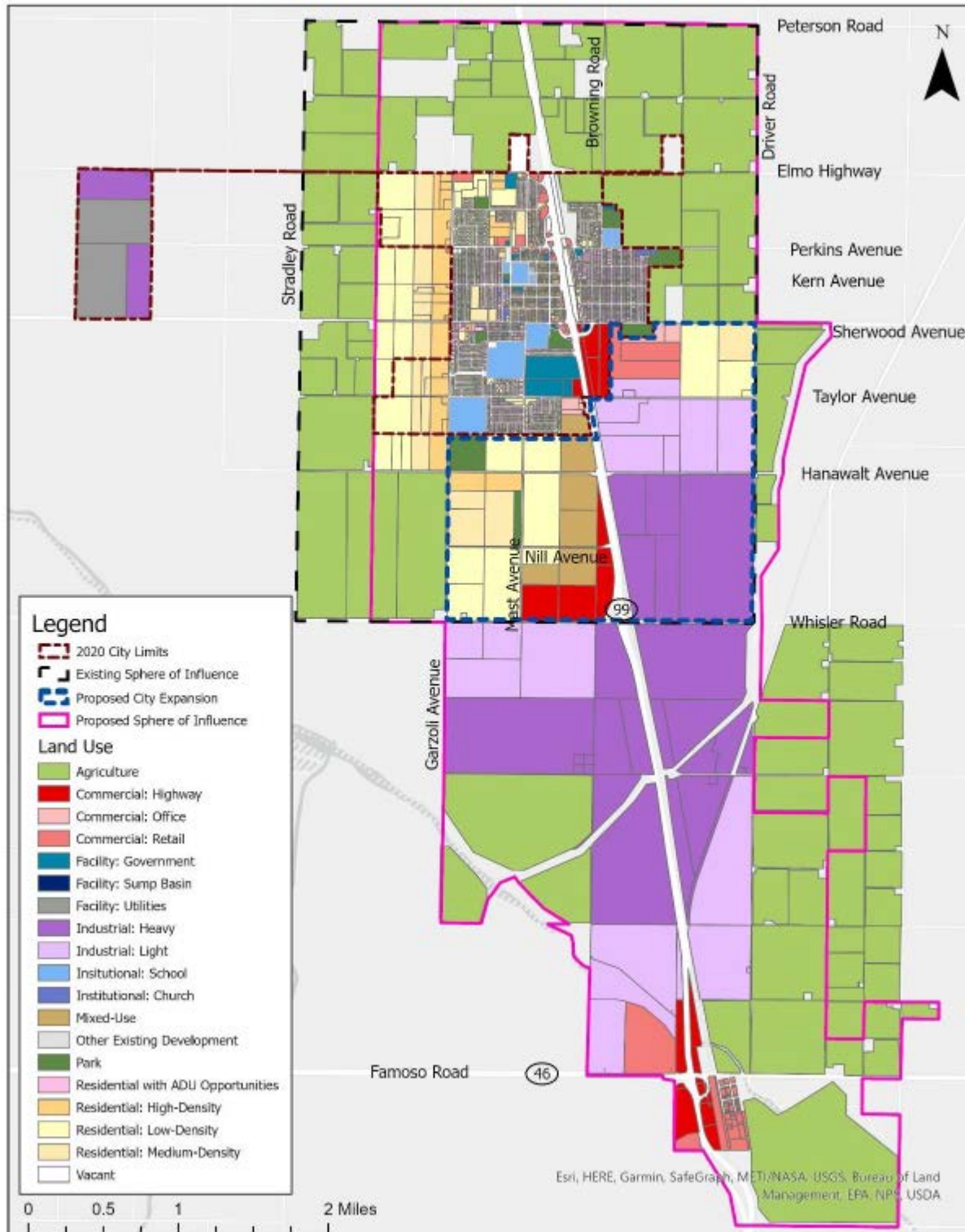
[\(Ord. No. 0004-2023, § 5, 5-11-23\)](#)



OWNER	APN	CONSENT
Jose Alberto Duran	060-030-08	
AMM Properties LLC	060-030-12	



Map 5-1: Conceptual Land Use Map



## **EXHIBIT E**

### **PLAN FOR PROVIDING SERVICES**

<u>SERVICES</u>	<u>Agency Which Presently Provides Services</u>	<u>Check Services Which City/District Will Provide</u>		<u>Indicate How Services Provided by City/District will be Financed (i.e., general tax rate or special assessment)</u>
		<u>Upon Annexation</u>	<u>Future Date (Specify)</u>	
Planning	City of McFarland	X		GENERAL FUND
Parks and Rec.	McFarland Parks & Recreation			
Library	Kern County			
Police Protection	City of McFarland	X		GENERAL FUND
Fire Protection	Kern County Fire			
Streets	City of McFarland	X		GENERAL FUND
Construction	City of McFarland	X		GENERAL FUND
Maintenance	City of McFarland	X		GENERAL FUND
Sweeping	City of McFarland	X		GENERAL FUND
Lighting	City of McFarland	X		GENERAL FUND
Flood Control	City of McFarland	X		GENERAL FUND
Sewerage	City of McFarland	X		SEWER FUND
Water	City of McFarland	X		WATER FUND
Other: Refuse	City of McFarland	X		GENERAL FUND WITH CONTRACT WITH CITY'S FRANCHISE HAULER

## EXHIBIT E

Please provide the following information, when applicable, only for services which will be provided by the applicant City/District.

	<u>Location</u>		<u>Service Level Capacity</u>
	Indicate location from which service will be provided (i. e., nearest fire station, library, etc. )		Indicate frequency and availability of service (i. e., street sweeping, response time for emergency services, rec. programs, etc.)
Police	401 W Kern Ave, McFarland CA 93250		24hrs/7days, 8:00-5:00pm Office Hours
Fire			
Parks and Recreation			
Library			
Streets	401 W Kern Ave, McFarland CA 93250		8:00-5:00pm Office Hours
Construction/Maintenance			
Sweeping			
Lighting			
Sewer	401 W Kern Ave, McFarland CA 93250	Regular	8:00-5:00pm Office Hours
Water	401 W Kern Ave, McFarland CA 93250	Regular	8:00-5:00pm Office Hours
Other: Refuse	401 W Kern Ave, McFarland CA 93250	Regular	8:00-5:00pm Office Hours



# City of McFarland

## City Council Meeting

### STAFF REPORT

Agenda Item No. 7.  
Section: ADMINISTRATIVE  
AGENDA  
Meeting Date: June 24, 2026

**TO:** Honorable Mayor and Council Members

**FROM:** Diego Viramontes, City Manager  
Erika De La Cruz, City Clerk

**SUBJECT:** Approval of Resolution No. 2026-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC SERVICE DURING CITY COUNCIL MEETINGS

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#### **SUMMARY:**

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

The proposed City Council Technology Disruption Policy establishes procedures to address disruptions to telephonic or internet-based communication services during City Council meetings. The policy is intended to ensure compliance with applicable state teleconferencing requirements, maintain transparency, and provide continuity of public meetings in the event of technological interruptions.

The policy outlines procedures for temporarily suspending, continuing, or adjourning meetings when disruptions prevent public access or participation through required teleconferencing platforms.

#### **FINANCIAL IMPACT:**

To comply with SB 707, the City is required to maintain Zoom Workplace Pro for teleconferencing services, at an annual cost of \$4,379.88.

#### **RECOMMENDATION:**

Staff recommends the City Council approve Resolution No. 2026-65 and adopt the policy addressing disruption of telephonic service during City Council Meetings.

#### **ATTACHMENTS:**

1. City Council Disruption Policy For City Council Meetings - Final Version

**RESOLUTION NO. 2026-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA  
ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC SERVICE DURING  
CITY COUNCIL MEETINGS**

**WHEREAS**, the Ralph M. Brown Act (Government Code § 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

**WHEREAS**, Senate Bill 707 (2025) amended the Brown Act to update teleconferencing and accessibility requirements, including provisions related to remote participation in public meetings; and

**WHEREAS**, Government Code § 54953.4(b)(1)(A) requires eligible legislative bodies, on or before July 1, 2026, to adopt at a noticed public meeting in open session, and not on the consent calendar, a policy addressing disruption of telephonic or internet service during meetings conducted with remote participation; and

**WHEREAS**, the required policy must address procedures for recessing and reconvening a meeting in the event of a disruption and the efforts the legislative body will make to attempt to restore service; and

**WHEREAS**, Government Code § 54953.4 further requires that, in the event of a disruption preventing members of the public from observing or participating in the meeting through a two-way telephonic or audiovisual platform, the legislative body shall recess the open session for at least one hour and make a good faith effort to restore service, and may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first; and

**WHEREAS**, if telephonic or internet service has not been restored upon reconvening, the legislative body must make findings by roll call vote that good faith efforts to restore service have been made and that the public interest in continuing the meeting outweighs the public interest in remote public access; and

**WHEREAS**, adoption of a technology disruption policy is required to ensure compliance with state law and to promote transparency and continuity of public meetings; and

**WHEREAS**, the proposed policy addressing disruption of telephonic or internet service during meetings of the City of McFarland has been prepared in accordance with Government Code § 54953.4 and is attached hereto as Exhibit 1; and

**WHEREAS**, the activity is not a “Project” as defined under Section 15378 of the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

**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 adopts the policy entitled “Disruption of Telephonic or Internet Service During Public Meetings,” substantially in the form attached hereto as Exhibit 1.
2. The City Clerk is authorized and directed to implement the policy in coordination with agency staff, legal counsel, and technology support staff, as appropriate.
3. The City Council may approve minor, non-substantive modifications to the policy as necessary to conform to applicable law, agency practices, or formatting requirements, provided such modifications do not materially alter the intent of the policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on June 24, 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 COUNCIL TECHNOLOGY DISRUPTION POLICY FOR CITY COUNCIL MEETINGS**

### **1. BACKGROUND**

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

### **2. PURPOSE**

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of McFarland City Council, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

### **3. POLICY STATEMENT**

This policy applies only to meetings of the City Council; it does not apply to City Council-appointed boards and commissions.

This policy pertains to telephonic or internet services that provide two-way remote public access to meetings of the City Council. This policy does not apply to one-way television broadcasts or one-way Internet streams of City Council meetings. The meeting may carry on if one or more one-way services are disrupted, so long as two-way remote public access is functioning.

### **4. DEFINITIONS**

- “Disruptions” means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access service.



- “Remote access services” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

## **5. PROCEDURES IN THE EVENT OF A SERVICE DISRUPTION**

### **5.1 RESPONSE TO SERVICE DISRUPTION**

If the City Clerk or designee becomes aware of a disruption to the agency’s remote access services that prevents members of the public from attending or observing the meeting remotely:

- A. The City Clerk or designee shall immediately announce the disruption to the public.
- B. The City Clerk or designee may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
- C. Staff shall begin efforts to diagnose and restore the disrupted service.
- D. The meeting shall remain in recess for a reasonable period of time, generally not to exceed one hour, while staff makes good-faith efforts to restore remote access services. If service is restored sooner, the meeting may reconvene immediately.
- E. Minor or momentary technical issues that do not prevent the public from observing or participating in the meeting remotely shall not require a recess under this policy.

### **5.2 EFFORTS TO RESTORE SERVICE**

The agency shall make good faith efforts to restore remote access services, which may include:

- A. Troubleshooting platform or teleconferencing software
- B. Resetting or replacing audiovisual equipment
- C. Attempting alternative connection methods
- D. Contacting necessary support staff or service providers
- E. Switching to back-up equipment or platforms, if available
- F. Providing an alternate meeting link or telephonic access method if feasible

The City Clerk shall document the restoration efforts undertaken.



## **6. RECONVENING THE OPEN SESSION**

### **6.1 TIMING**

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

### **6.2 IF SERVICE IS RESTORED**

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

### **6.3 IF SERVICE IS *NOT* RESTORED**

If service has not been restored after one hour, the City of McFarland City Council may reconvene and:

- A. Adjourn the meeting; or
- B. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

“The City of McFarland City Council has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

## **7 RECORDKEEPING**

The City Clerk shall enter a brief statement into the meeting minutes, including the following:

- A. The nature and time of the disruption
- B. The restoration efforts undertaken
- C. The time the meeting was reconvened (if applicable)
- D. Any findings adopted pursuant to Section 6.c.

## **8 REVIEW AND UPDATES**

This policy may be amended by the City of McFarland City Council at a noticed public meeting in open session, not on the consent calendar.



**9. ADOPTION**

Adopted by Resolution No. 2026-65 on June 24, 2026.

