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, July 22, 2026
6:00 PM

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

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: Meetings of the City Council and all municipal entities, commissions, and boards ("City") are open to the public in accordance with the Ralph M. Brown Act. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda and on any matter within the City's jurisdiction that is not listed on the agenda. At special or emergency meetings, public comment shall be limited to items listed on the posted agenda. Public comments on non-agenda matters shall be received during the designated Non-Agenda Public Comment period, with a total of twenty (20) minutes allocated, consisting of up to ten (10) minutes for in-person public comments and up to ten (10) minutes for remote public comments submitted through Zoom. Public comments on agenda items shall be received after the item is introduced and before the City Council takes action, with a total of twenty (20) minutes allocated for each agenda item, consisting of up to ten (10) minutes for in-person public comments and up to ten (10) minutes for remote public comments submitted through Zoom. Individual speakers shall be limited to two (2) minutes each unless additional time is granted by the Mayor or presiding officer, who may also adjust time limits as necessary to ensure the orderly conduct of the meeting. Individuals wishing to speak in person should approach the podium when recognized by the Mayor or presiding officer and are encouraged to state their name and address for the record; however, providing an address is optional. Members of the public wishing to participate remotely are encouraged to complete the City's online Public Comment Registration Form prior to the meeting; however, completion of the form is voluntary. The registration form assists the City in organizing the order of remote speakers and identifying the agenda item or non-agenda matter the participant wishes to address. The Zoom meeting link and access information are available through the registration form and, upon submission of the completed registration form, will be automatically sent to the email address provided by the participant.

Online Registration Form:
English: City Council Meeting Public Comment Via Zoom - City of Mcfarland
Español: Online Public Comment Form Spanish - City of Mcfarland

Anyone wishing to provide written materials for the City Council's consideration during the meeting should submit ten (10) copies to the City Clerk before the item is heard to allow sufficient time for distribution to the City Council, staff, and the media. Willful disruption of a meeting shall not be permitted. If the Mayor or presiding officer determines that a person or group is willfully disrupting the orderly conduct of the meeting online or in-person, those individuals may be removed from the meeting and the meeting may continue without them, as authorized by applicable law.

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: Mayor Saul Ayon

APPROVE AGENDA AS TO FORM

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

- Featured Pet Presented by Chief of Police Adrian Olmos

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Presentation of Commendation Award to Detective Sergio Cazares and Detective Andrew Galvan for Exceptional Investigative Excellence

PUBLIC COMMENT: Members of the public wishing to address the City Council on non-agenda matters or agenda items may do so at this time. Speakers are limited to two (2) minutes per person. Twenty (20) minutes is allocated for non-agenda public comments and twenty (20) minutes for agenda item public comments, with up to ten (10) minutes each for in-person and remote speakers, unless otherwise adjusted by the Presiding Officer.

COUNCIL COMMENTS

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.

2. Approval of Expense Report in the Amount of $157,344.73 from 6/27/2026 to 7/10/2026.

3. Approval of June 24, 2026, Regular Meeting Minutes

4. Approval of Resolution No. 2026-87 A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE COMMUNITY HEALTH CENTERS OF AMERICA BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE

5. Approval of Resolution No. 2026-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F013 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE CONSTRUCTION OF THE PARK AND RIDE FACILITY AT THE INTERSECTION OF TAYLOR AVENUE AND MAST AVENUE - CML - 5343(023), OF THE FEDERALLY FUNDED (RTSP) PROJECT FUNDING

6. Approval of Resolution No. 2026-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F014 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE PAVEMENT REHABILITATION ON W. PERKINS AVENUE FROM GARZOLI AVENUE TO FRONTAGE ROAD - STPL -5343(024), OF THE FEDERALLY FUNDED (RSTP) PROJECT FUNDING

7. Approval of Resolution No. 2026-92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE FINAL MAP FOR TRACT MAP NO. 7394 PH 3 & 4, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE, FINAL MAP, AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE

8. Approval of Resolution No. 2026- 93 A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING EMPLOYER PICK-UP OF CALPERS MEMBER CONTRIBUTIONS PURSUANT TO INTERNAL REVENUE CODE SECTION 414(h)(2)

PUBLIC HEARINGS

9. Approval of Resolution No. 2026-88 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A VARIANCE FOR HEIGHT AND SETBACKS ON A BLOCK WALL PROPOSAL AT 392 MARIA COURT AS REFLECTED IN EXHIBIT A

10. Waive Full Reading and Introduce Ordinance No. 6-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 10 ACRES LOCATED ALONG SHERWOOD AVENUE BETWEEN BROWNING ROAD AND BLANCO PARK, AFFECTING PORTIONS OF APNS 201-190-04 AND 201-190-13, FROM M-2 AND C-1 TO C-2, CONSISTENT WITH THE CITY OF MCFARLAND GENERAL PLAN

ADMINISTRATIVE AGENDA

11. CITY COUNCIL RECEIVE AND FILE ELECTIONS CODE SECTION 9212 REPORT. CITY COUNCIL TAKE MINISTERIAL AND MANDATORY ACTION AS REQUIRED UNDER ELECTION CODE SECTIONS 1405 AND 9215 REGARDING THE DAIRY-SPONSORED INITIATIVE PROCESS

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Kern Council of Governments (KCOG)

b. Delano Mosquito Abatement District (DMAD)

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 July 17, 2026.

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Diego Viramontes, City Manager

Next Meeting: Regular City Council August 12, 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 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: Misha

Breed: Belgian Malinois

Age: 1 Year old

Sex: Female

Description: Misha's an amazing dog, she may be little but she has a lot of personality. Misha is always happy to play, and to be next to you. She is a family girl at heart, and would love to be a part of your family. ❤️

Adopt Don't Shop!

❤️ Thank you for supporting McFarland's shelter pets! 🖤

McFarland Animal Shelter | 12941 Melcher Rd, McFarland, CA 93250 | Phone: (661) 792-2121 | cityofmcfarland.org

Expense Approval Report
By Vendor Name

City of McFarland, CA

Payment Dates 6/27/2026 - 7/10/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ABC Health Professio - ABC Health Professionals, Inc					
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Cano,…	01-111-56000-0000-1	48.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Duran,…	01-115-56000-0000-1	12.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Pina, …	01-180-56000-0000-1	13.50
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Pina, …	20-200-56000-0000-1	9.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Cano,…	30-500-56000-0000-1	36.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Duran,…	30-500-56000-0000-1	36.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Pina, …	30-500-56000-0000-1	27.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Duran,…	31-505-56000-0000-1	36.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Pina, …	31-505-56000-0000-1	13.50
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Cano,…	32-510-56000-0000-1	36.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Pina, …	32-510-56000-0000-1	27.00
ABC Health Professionals, Inc	EM028676	06/30/2026	INV EM028676 Physical Duran,…	32-510-56000-0000-1	36.00
ABC Health Professionals, Inc	EM028768	07/08/2026	INV EM028676 Physical Escob…	01-140-56000-0000-1	37.50
ABC Health Professionals, Inc	EM028768	07/08/2026	INV EM028676 Physical Escob…	01-160-56000-0000-1	75.00
ABC Health Professionals, Inc	EM028768	07/08/2026	INV EM028676 Physical Escob…	01-165-56000-0000-1	37.50
			Vendor ABC Health Professio - ABC Health Professionals, Inc Total:		**480.00**
Vendor: Aflac - Aflac					
Aflac	INV0033735	07/09/2026	AFLAC - Accident	01-22400-0000-1	20.94
Aflac	INV0033735	07/09/2026	AFLAC - Accident	20-22400-0000-1	6.96
Aflac	INV0033735	07/09/2026	AFLAC - Accident	30-22400-0000-1	13.97
Aflac	INV0033735	07/09/2026	AFLAC - Accident	32-22400-0000-1	13.93
Aflac	INV0033736	07/09/2026	Critical Illness - AFLAC	01-22400-0000-1	15.94
Aflac	INV0033736	07/09/2026	Critical Illness - AFLAC	20-22400-0000-1	5.30
Aflac	INV0033736	07/09/2026	Critical Illness - AFLAC	30-22400-0000-1	14.62
Aflac	INV0033736	07/09/2026	Critical Illness - AFLAC	32-22400-0000-1	14.60
Aflac	INV0033737	07/09/2026	Health FSA	01-22600-0000-1	47.31
Aflac	INV0033737	07/09/2026	Health FSA	30-22600-0000-1	17.31
Aflac	INV0033737	07/09/2026	Health FSA	31-22600-0000-1	5.75
Aflac	INV0033737	07/09/2026	Health FSA	32-22600-0000-1	17.32
Aflac	INV0033738	07/09/2026	Hospital - AFLAC	01-22400-0000-1	41.37
Aflac	INV0033738	07/09/2026	Hospital - AFLAC	20-22400-0000-1	13.77
Aflac	INV0033738	07/09/2026	Hospital - AFLAC	30-22400-0000-1	4.04
Aflac	INV0033738	07/09/2026	Hospital - AFLAC	32-22400-0000-1	4.00
Aflac	INV0033758	07/09/2026	AFLAC - Accident	01-22400-0000-1	31.61
Aflac	INV0033758	07/09/2026	AFLAC - Accident	30-22400-0000-1	4.29
Aflac	INV0033758	07/09/2026	AFLAC - Accident	31-22400-0000-1	4.29
Aflac	INV0033758	07/09/2026	AFLAC - Accident	32-22400-0000-1	4.27
Aflac	INV0033759	07/09/2026	Cancer - AFLAC	01-22400-0000-1	10.36
Aflac	INV0033759	07/09/2026	Cancer - AFLAC	30-22400-0000-1	18.31
Aflac	INV0033759	07/09/2026	Cancer - AFLAC	31-22400-0000-1	5.59
Aflac	INV0033759	07/09/2026	Cancer - AFLAC	32-22400-0000-1	18.30
Aflac	INV0033760	07/09/2026	Critical Illness - AFLAC	01-22400-0000-1	8.30
Aflac	INV0033760	07/09/2026	Critical Illness - AFLAC	30-22400-0000-1	13.90
Aflac	INV0033760	07/09/2026	Critical Illness - AFLAC	31-22400-0000-1	2.94
Aflac	INV0033760	07/09/2026	Critical Illness - AFLAC	32-22400-0000-1	13.92
Aflac	INV0033761	07/09/2026	Health FSA	01-22600-0000-1	9.62
Aflac	INV0033761	07/09/2026	Health FSA	30-22600-0000-1	28.85
Aflac	INV0033761	07/09/2026	Health FSA	31-22600-0000-1	28.85
Aflac	INV0033761	07/09/2026	Health FSA	32-22600-0000-1	28.83
Aflac	INV0033762	07/09/2026	Hospital - AFLAC	01-22400-0000-1	55.56
Aflac	INV0033762	07/09/2026	Hospital - AFLAC	30-22400-0000-1	10.08
Aflac	INV0033762	07/09/2026	Hospital - AFLAC	31-22400-0000-1	10.08
Aflac	INV0033762	07/09/2026	Hospital - AFLAC	32-22400-0000-1	10.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Aflac	INV0033775	07/09/2026	AFLAC - Accident	01-22400-0000-1	171.54
Aflac	INV0033776	07/09/2026	Cancer - AFLAC	01-22400-0000-1	137.41
Aflac	INV0033777	07/09/2026	Critical Illness - AFLAC	01-22400-0000-1	89.58
Aflac	INV0033778	07/09/2026	Hospital - AFLAC	01-22400-0000-1	182.76
				Vendor Aflac - Aflac Total:	**1,156.45**
Vendor: Alpha Tech & Alarm S - Alpha Technologies & Alarm Systems, Inc.					
Alpha Technologies & Alarm S…	262528	07/01/2026	INV 262528 Veterans Commun…	01-185-52200-0000-1	189.00
Alpha Technologies & Alarm S…	262526	07/08/2026	INV 262526 Wastewater 08/0…	30-500-52200-0000-1	189.00
Alpha Technologies & Alarm S…	262527	07/08/2026	INV 262527 Storage Tank 08/…	32-510-52200-0000-1	189.00
Alpha Technologies & Alarm S…	262530	07/08/2026	INV 262530 Well 6 08/01/2026	32-510-52200-0000-1	189.00
				Vendor Alpha Tech & Alarm S - Alpha Technologies & Alarm Systems, Inc. Total:	**756.00**
Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.					
Amazon Capital Services, Inc.	16Y7-RQ6H-WJXQ	06/30/2026	INV # 16Y7-RQ6H-WJXQ 6/24…	01-160-51800-0000-1	43.67
Amazon Capital Services, Inc.	1LMH-QPJ3-XJ4C	06/30/2026	INV 1LMH-QPJ3-XJ4C 06/18/2…	01-115-57200-0000-1	17.01
Amazon Capital Services, Inc.	1LMH-QPJ3-XJ4C	06/30/2026	INV 1LMH-QPJ3-XJ4C 06/18/2…	01-140-57200-0000-1	16.50
Amazon Capital Services, Inc.	1LMH-QPJ3-XJ4C	06/30/2026	INV 1LMH-QPJ3-XJ4C 06/18/2…	01-180-57200-0000-1	16.50
Amazon Capital Services, Inc.	13YF-4F3C-6YHT	07/05/2026	13YF-4F3C-6YHT	01-115-57200-0000-1	-7.32
Amazon Capital Services, Inc.	1FT3-4JPP-VM13	07/05/2026	1FT3-4JPP-VM13	01-160-51800-0000-1	-43.67
Amazon Capital Services, Inc.	16D3-46PK-6PK6	07/08/2026	INV 16D3-46PK-6PK6 07/04/2…	01-115-57200-0000-1	61.66
Amazon Capital Services, Inc.	16D3-46PK-6PK6	07/08/2026	INV 16D3-46PK-6PK6 07/04/2…	01-140-57200-0000-1	59.84
Amazon Capital Services, Inc.	16D3-46PK-6PK6	07/08/2026	INV 16D3-46PK-6PK6 07/04/2…	01-180-57200-0000-1	59.84
Amazon Capital Services, Inc.	1CVJ-461P-3X6G	07/08/2026	INV 1CVJ-461P-3X6G 07/06/2…	01-115-57200-0000-1	40.51
Amazon Capital Services, Inc.	1PV6-1MQ1-4JLQ	07/08/2026	INV 1PV6-1MQ1-4JLQ 07/08/…	01-115-57200-0000-1	18.12
Amazon Capital Services, Inc.	1PV6-1MQ1-4JLQ	07/08/2026	INV 1PV6-1MQ1-4JLQ 07/08/…	01-140-57200-0000-1	17.59
Amazon Capital Services, Inc.	1PV6-1MQ1-4JLQ	07/08/2026	INV 1PV6-1MQ1-4JLQ 07/08/…	01-180-57200-0000-1	17.59
Amazon Capital Services, Inc.	1XTM-CNRC-L1NL	07/08/2026	INV 1XTM-CNRC-L1NL Council…	01-105-52910-2607-1	40.32
Amazon Capital Services, Inc.	1HDC-3YP6-PK64	07/09/2026	INV 1HDC-3YP6-PK64 Water D…	32-510-57400-0000-1	202.06
				Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:	**560.22**
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	313096	06/30/2026	Inv. 313096 Unit 27 - Oil Chan…	01-150-56600-0000-1	215.81
				Vendor Arredondo Automotive - Arredondo Automotive Group Total:	**215.81**
Vendor: Auto Zone - Auto Zone					
Auto Zone	06270356903	07/08/2026	INV 06270356903 Streets Dep…	01-180-56600-0000-1	8.38
				Vendor Auto Zone - Auto Zone Total:	**8.38**
Vendor: Baker Supplies and R - Baker Supplies and Repairs					
Baker Supplies and Repairs	14420	07/08/2026	INV 14420 Streets Dept. Suppl…	01-180-56800-0000-1	221.89
				Vendor Baker Supplies and R - Baker Supplies and Repairs Total:	**221.89**
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	BPI613967	07/08/2026	INV BPI613967 Storage Tank …	32-510-57400-0000-1	569.68
				Vendor Brenntag - Brenntag Pacific Inc. Total:	**569.68**
Vendor: DEL100 - Brianahi DeLeon					
Brianahi DeLeon	Reimbursement-Big 5 - 4th of …	07/01/2026	Reimbursement-Big 5 - Briana…	01-140-53500-2540-1	51.95
				Vendor DEL100 - Brianahi DeLeon Total:	**51.95**
Vendor: BSK Associates - BSK Associates					
BSK Associates	BJ02956	06/30/2026	INV BJ02956 B-Quanti-Tray 51…	30-500-56000-7820-1	94.33
BSK Associates	BJ02973	06/30/2026	INV BJ02973 B-Coliform 6/13/…	30-500-56000-7820-1	150.55
BSK Associates	BJ02978	06/30/2026	INV BJ02978 General EDT Drin…	32-510-58200-0000-1	431.72
BSK Associates	BJ03039	06/30/2026	INV BJ03039 WWTP BOD TSS …	30-500-56000-7820-1	280.00
BSK Associates	BJ03123	06/30/2026	INV BJ03123 B-Coliform 6/18/…	30-500-56000-7820-1	122.44
BSK Associates	BJ03161	06/30/2026	INV BJ03161 Arsenic CA DW I…	30-500-56000-7820-1	110.00
BSK Associates	BJ03309	06/30/2026	INV BJ03309 B-Coliform 6/26/…	30-500-56000-7820-1	122.44
BSK Associates	BJ03314	06/30/2026	INV BJ03314 B-Coliform 6/26/…	30-500-56000-7820-1	94.33
BSK Associates	BJ03316	06/30/2026	INV BJ03316 B-Quanti-Tray 51…	32-510-58200-0000-1	150.55
BSK Associates	BJ03327	07/08/2026	INV BJ03327 WWTP BOD TSS …	30-500-56000-7820-1	150.00
BSK Associates	BJ03422	07/08/2026	INV BJ03422 WWTP BOD TSS …	30-500-56000-7820-1	150.00
BSK Associates	BJ03430	07/08/2026	INV BJ03430 B- Coliform 7/2/…	30-500-56000-7820-1	122.44

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BSK Associates	BJ03440	07/08/2026	INV BJ03440 B-Quanti-Tray 51…	32-510-58200-0000-1	94.33
			Vendor BSK Associates - BSK Associates Total:		**2,073.13**
Vendor: CALCLEAN - Cal Clean LLC					
Cal Clean LLC	0000546	06/30/2026	INV 0000546 Veterans Hall Sp…	01-190-52200-0000-1	340.00
Cal Clean LLC	0000536	07/08/2026	INV 0000537 Animal Shelter &…	01-190-52200-0000-1	280.00
Cal Clean LLC	0000537	07/08/2026	INV 0000537 Animal Shelter &…	01-155-52200-0000-1	200.00
Cal Clean LLC	0000537	07/08/2026	INV 0000537 Animal Shelter &…	30-500-52200-0000-1	200.00
Cal Clean LLC	0000538	07/08/2026	INV 0000538 Services City Hall…	01-190-52200-0000-1	920.00
			Vendor CALCLEAN - Cal Clean LLC Total:		**1,940.00**
Vendor: CA DCSS - California Dept of Child Support Services					
California Dept of Child Suppo…	INV0033748	07/09/2026	CA Dept Child Support Services	30-22350-0000-1	17.33
California Dept of Child Suppo…	INV0033748	07/09/2026	CA Dept Child Support Services	32-22350-0000-1	17.28
			Vendor CA DCSS - California Dept of Child Support Services Total:		**34.61**
Vendor: Vulcan Materials Co - CalMat Co.					
CalMat Co.	644675	07/08/2026	INV 644675 Finance Charge 6/…	01-180-56500-0000-1	39.94
			Vendor Vulcan Materials Co - CalMat Co. Total:		**39.94**
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	01-180-51800-0000-1	128.29
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	01-190-51800-0000-1	64.30
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	20-200-51800-0000-1	35.90
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	30-500-51800-0000-1	76.78
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	32-510-51800-0000-1	76.78
Cintas Corporation No.3	4273867315	06/30/2026	INV 4273867315 PW Laundry …	32-510-57400-0000-1	156.49
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	01-180-51800-0000-1	128.29
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	01-190-51800-0000-1	64.30
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	20-200-51800-0000-1	35.90
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	30-500-51800-0000-1	76.60
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	32-510-51800-0000-1	76.60
Cintas Corporation No.3	4274581036	07/08/2026	INV 4274581036 PW Laundry …	32-510-57400-0000-1	505.10
			Vendor Cintas - Cintas Corporation No.3 Total:		**1,425.33**
Vendor: Cofer & Oberlies - Cofer & Oberlies					
Cofer & Oberlies	116942	07/08/2026	INV 116942 Gate Repair 07/01…	01-190-56400-0000-1	523.98
			Vendor Cofer & Oberlies - Cofer & Oberlies Total:		**523.98**
Vendor: Cornerstone Engineer - Cornerstone Engineering Inc.					
Cornerstone Engineering Inc.	45222	06/30/2026	INV #45222 -Laserfiche Recor…	01-111-52930-2602-1	595.00
Cornerstone Engineering Inc.	45560	06/30/2026	INV #45560 -Laserfiche Recor…	01-111-52930-2602-1	79.00
			Vendor Cornerstone Engineer - Cornerstone Engineering Inc. Total:		**674.00**
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	26-00526	07/08/2026	INV 26-00526 General Fund P…	25-000-52960-2404-1	316.00
			Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:		**316.00**
Vendor: DJ Choco - DJ Choco LLC					
DJ Choco LLC	2026 Freedom Fest	07/01/2026	2026 4th of July -DJ/LED Scr (3…	01-140-48300-2540-1	600.00
			Vendor DJ Choco - DJ Choco LLC Total:		**600.00**
Vendor: EDD - EDD					
EDD	INV0033718	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	156.04
EDD	INV0033719	07/09/2026	State Unemployment Insuran…	01-22250-0000-1	21.60
EDD	INV0033720	07/09/2026	Employment Training Tax	01-22275-0000-1	0.60
EDD	INV0033724	07/09/2026	State Income Tax Withholding	01-22200-0000-1	246.16
EDD	INV0033724	07/09/2026	State Income Tax Withholding	20-22200-0000-1	7.77
EDD	INV0033724	07/09/2026	State Income Tax Withholding	30-22200-0000-1	79.10
EDD	INV0033724	07/09/2026	State Income Tax Withholding	32-22200-0000-1	79.09
EDD	INV0033725	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	123.29
EDD	INV0033725	07/09/2026	SDI - State Disability Insurance	20-22200-0000-1	6.25
EDD	INV0033725	07/09/2026	SDI - State Disability Insurance	30-22200-0000-1	36.75
EDD	INV0033725	07/09/2026	SDI - State Disability Insurance	32-22200-0000-1	36.74
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	0.57
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	20-22200-0000-1	0.19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	30-22200-0000-1	1.13
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	31-22200-0000-1	0.57
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	32-22200-0000-1	1.13
EDD	INV0033728	07/09/2026	SDI - State Disability Insurance	34-22200-0000-1	0.18
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	01-22250-0000-1	1.57
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	20-22250-0000-1	0.52
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	30-22250-0000-1	3.14
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	31-22250-0000-1	1.57
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	32-22250-0000-1	3.14
EDD	INV0033729	07/09/2026	State Unemployment Insuran…	34-22250-0000-1	0.51
EDD	INV0033730	07/09/2026	Employment Training Tax	01-22275-0000-1	0.04
EDD	INV0033730	07/09/2026	Employment Training Tax	20-22275-0000-1	0.01
EDD	INV0033730	07/09/2026	Employment Training Tax	30-22275-0000-1	0.09
EDD	INV0033730	07/09/2026	Employment Training Tax	31-22275-0000-1	0.04
EDD	INV0033730	07/09/2026	Employment Training Tax	32-22275-0000-1	0.09
EDD	INV0033730	07/09/2026	Employment Training Tax	34-22275-0000-1	0.02
EDD	INV0033751	07/09/2026	State Income Tax Withholding	01-22200-0000-1	1,056.94
EDD	INV0033751	07/09/2026	State Income Tax Withholding	20-22200-0000-1	67.60
EDD	INV0033751	07/09/2026	State Income Tax Withholding	30-22200-0000-1	269.30
EDD	INV0033751	07/09/2026	State Income Tax Withholding	31-22200-0000-1	33.08
EDD	INV0033751	07/09/2026	State Income Tax Withholding	32-22200-0000-1	269.50
EDD	INV0033751	07/09/2026	State Income Tax Withholding	34-22200-0000-1	81.84
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	562.88
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	20-22200-0000-1	52.66
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	30-22200-0000-1	218.18
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	31-22200-0000-1	33.09
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	32-22200-0000-1	218.34
EDD	INV0033752	07/09/2026	SDI - State Disability Insurance	34-22200-0000-1	37.65
EDD	INV0033753	07/09/2026	State Unemployment Insuran…	01-22250-0000-1	39.83
EDD	INV0033753	07/09/2026	State Unemployment Insuran…	30-22250-0000-1	17.17
EDD	INV0033753	07/09/2026	State Unemployment Insuran…	32-22250-0000-1	17.17
EDD	INV0033753	07/09/2026	State Unemployment Insuran…	34-22250-0000-1	5.88
EDD	INV0033754	07/09/2026	Employment Training Tax	01-22275-0000-1	1.10
EDD	INV0033754	07/09/2026	Employment Training Tax	30-22275-0000-1	0.47
EDD	INV0033754	07/09/2026	Employment Training Tax	32-22275-0000-1	0.48
EDD	INV0033754	07/09/2026	Employment Training Tax	34-22275-0000-1	0.17
EDD	INV0033768	07/09/2026	State Income Tax Withholding	01-22200-0000-1	583.77
EDD	INV0033768	07/09/2026	State Income Tax Withholding	20-22200-0000-1	9.57
EDD	INV0033768	07/09/2026	State Income Tax Withholding	30-22200-0000-1	266.02
EDD	INV0033768	07/09/2026	State Income Tax Withholding	31-22200-0000-1	217.04
EDD	INV0033768	07/09/2026	State Income Tax Withholding	32-22200-0000-1	265.97
EDD	INV0033768	07/09/2026	State Income Tax Withholding	34-22200-0000-1	9.58
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	239.72
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	20-22200-0000-1	3.55
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	30-22200-0000-1	81.71
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	31-22200-0000-1	52.17
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	32-22200-0000-1	81.68
EDD	INV0033769	07/09/2026	SDI - State Disability Insurance	34-22200-0000-1	3.54
EDD	INV0033770	07/09/2026	State Unemployment Insuran…	01-22250-0000-1	58.95
EDD	INV0033771	07/09/2026	Employment Training Tax	01-22275-0000-1	1.64
EDD	INV0033802	07/09/2026	State Income Tax Withholding	01-22200-0000-1	5,748.82
EDD	INV0033803	07/09/2026	SDI - State Disability Insurance	01-22200-0000-1	1,483.26
EDD	INV0033804	07/09/2026	State Unemployment Insuran…	01-22250-0000-1	61.65
EDD	INV0033805	07/09/2026	Employment Training Tax	01-22275-0000-1	1.71
				Vendor EDD - EDD Total:	**12,961.58**

Vendor: EFTPS - Electronic Federal Tax Payment System

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen…	INV0033716	07/09/2026	Federal Income Tax Withholdi…	01-22050-0000-1	431.15
Electronic Federal Tax Paymen…	INV0033717	07/09/2026	Social Security	01-22100-0000-1	1,488.00
Electronic Federal Tax Paymen…	INV0033721	07/09/2026	Medicare	01-22150-0000-1	347.96
Electronic Federal Tax Paymen…	INV0033722	07/09/2026	Federal Income Tax Withholdi…	01-22050-0000-1	545.88

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen..	INV0033722	07/09/2026	Federal Income Tax Withholdi...	30-22050-0000-1	213.42
Electronic Federal Tax Paymen..	INV0033722	07/09/2026	Federal Income Tax Withholdi...	32-22050-0000-1	213.42
Electronic Federal Tax Paymen..	INV0033723	07/09/2026	Social Security	01-22100-0000-1	1,175.96
Electronic Federal Tax Paymen..	INV0033723	07/09/2026	Social Security	20-22100-0000-1	59.64
Electronic Federal Tax Paymen..	INV0033723	07/09/2026	Social Security	30-22100-0000-1	350.52
Electronic Federal Tax Paymen..	INV0033723	07/09/2026	Social Security	32-22100-0000-1	350.48
Electronic Federal Tax Paymen..	INV0033726	07/09/2026	Medicare	01-22150-0000-1	275.04
Electronic Federal Tax Paymen..	INV0033726	07/09/2026	Medicare	20-22150-0000-1	13.94
Electronic Federal Tax Paymen..	INV0033726	07/09/2026	Medicare	30-22150-0000-1	81.98
Electronic Federal Tax Paymen..	INV0033726	07/09/2026	Medicare	32-22150-0000-1	81.96
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	01-22100-0000-1	5.40
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	20-22100-0000-1	1.80
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	30-22100-0000-1	10.80
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	31-22100-0000-1	5.40
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	32-22100-0000-1	10.80
Electronic Federal Tax Paymen..	INV0033727	07/09/2026	Social Security	34-22100-0000-1	1.78
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	01-22150-0000-1	1.26
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	20-22150-0000-1	0.42
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	30-22150-0000-1	2.52
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	31-22150-0000-1	1.26
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	32-22150-0000-1	2.52
Electronic Federal Tax Paymen..	INV0033731	07/09/2026	Medicare	34-22150-0000-1	0.44
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	01-22050-0000-1	2,198.45
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	20-22050-0000-1	71.05
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	30-22050-0000-1	651.36
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	31-22050-0000-1	80.05
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	32-22050-0000-1	651.80
Electronic Federal Tax Paymen..	INV0033749	07/09/2026	Federal Income Tax Withholdi...	34-22050-0000-1	32.11
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	01-22100-0000-1	5,368.78
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	20-22100-0000-1	502.60
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	30-22100-0000-1	2,080.36
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	31-22100-0000-1	315.68
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	32-22100-0000-1	2,083.42
Electronic Federal Tax Paymen..	INV0033750	07/09/2026	Social Security	34-22100-0000-1	359.12
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	01-22150-0000-1	1,255.64
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	20-22150-0000-1	117.46
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	30-22150-0000-1	486.76
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	31-22150-0000-1	73.72
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	32-22150-0000-1	487.18
Electronic Federal Tax Paymen..	INV0033755	07/09/2026	Medicare	34-22150-0000-1	83.96
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	01-22050-0000-1	1,473.61
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	20-22050-0000-1	20.08
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	30-22050-0000-1	472.43
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	31-22050-0000-1	407.09
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	32-22050-0000-1	472.41
Electronic Federal Tax Paymen..	INV0033766	07/09/2026	Federal Income Tax Withholdi...	34-22050-0000-1	20.08
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	01-22100-0000-1	2,286.30
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	20-22100-0000-1	33.84
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	30-22100-0000-1	779.38
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	31-22100-0000-1	497.58
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	32-22100-0000-1	779.30
Electronic Federal Tax Paymen..	INV0033767	07/09/2026	Social Security	34-22100-0000-1	33.82
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	01-22150-0000-1	534.74
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	20-22150-0000-1	7.92
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	30-22150-0000-1	182.30
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	31-22150-0000-1	116.40
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	32-22150-0000-1	182.16
Electronic Federal Tax Paymen..	INV0033772	07/09/2026	Medicare	34-22150-0000-1	7.88
Electronic Federal Tax Paymen..	INV0033800	07/09/2026	Federal Income Tax Withholdi...	01-22050-0000-1	10,561.86
Electronic Federal Tax Paymen..	INV0033801	07/09/2026	Social Security	01-22100-0000-1	14,272.22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen…	INV0033806	07/09/2026	Medicare	01-22150-0000-1	3,337.90
			Vendor EFTPS - Electronic Federal Tax Payment System Total:		**59,052.55**
Vendor: erika de la cruz - Erika De La Cruz					
Erika De La Cruz	Reimbursement-Costco-4th of…	07/01/2026	Reimbursement-Costco-Erika …	01-140-53500-2540-1	487.06
			Vendor erika de la cruz - Erika De La Cruz Total:		**487.06**
Vendor: Fortiline, Inc - Fortiline, Inc					
Fortiline, Inc	7420087	07/08/2026	INV 7420087 Streets Dept. Co…	01-180-57400-0000-1	112.36
			Vendor Fortiline, Inc - Fortiline, Inc Total:		**112.36**
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0033675	06/25/2026	E. Lopez ID - 1002656091	01-22350-0000-1	684.99
Franchise Tax	INV0033799	07/09/2026	E. Lopez ID - 1002656091	01-22350-0000-1	684.99
			Vendor Franchise Tax - Franchise Tax Total:		**1,369.98**
Vendor: Fred C. Gilbert - Fred C. Gilbert					
Fred C. Gilbert	314402	06/30/2026	INV 314402 Water Dept. Adap…	32-510-57400-0000-1	125.18
Fred C. Gilbert	314412	06/30/2026	INV 314412 Water Dept. Fema…	32-510-57400-0000-1	26.59
			Vendor Fred C. Gilbert - Fred C. Gilbert Total:		**151.77**
Vendor: Goldsmith Constructi - Goldsmith Construction Company Inc.					
Goldsmith Construction Comp…	402606111	07/08/2026	INV 402606111 Sweeper 06/2…	01-180-56440-0000-1	874.00
Goldsmith Construction Comp…	402606112	07/08/2026	INV 402606112 Dump Truck …	01-180-56440-0000-1	741.75
			Vendor Goldsmith Constructi - Goldsmith Construction Company Inc. Total:		**1,615.75**
Vendor: gotocom - GoTo Communications Inc					
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-110-57800-0000-1	48.29
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-111-57800-0000-1	9.10
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-112-57800-0000-1	5.70
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-113-57800-0000-1	22.70
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-115-57800-0000-1	25.59
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-140-57800-0000-1	44.29
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-145-57800-0000-1	9.10
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-150-57800-0000-1	340.82
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-155-57800-0000-1	25.00
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-160-57800-0000-1	44.29
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-165-57800-0000-1	11.40
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-175-57800-0000-1	36.39
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	01-180-57800-0000-1	18.20
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	20-200-57800-0000-1	2.30
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	30-500-57800-0000-1	153.77
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	31-505-57800-0000-1	67.49
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	32-510-57800-0000-1	133.27
GoTo Communications Inc	IN7105540200	07/08/2026	IN7105540200 Monthly Billing…	34-520-57800-0000-1	2.10
			Vendor gotocom - GoTo Communications Inc Total:		**999.80**
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	868382	06/30/2026	INV 868382 WWTP Vactor Re…	30-500-56430-0000-1	94.12
Granite Auto Parts Inc	872132	06/30/2026	INV 872132 LLMD Supplies	01-180-57400-0000-1	23.20
Granite Auto Parts Inc	872135	06/30/2026	INV 872135 Streets Dept. Wir…	01-180-56410-0000-1	36.89
Granite Auto Parts Inc	872155	06/30/2026	INV 872155 LLMD Sealant Fo…	01-180-57400-0000-1	18.02
Granite Auto Parts Inc	872244	06/30/2026	INV 872244 Dump Truck Suppl…	01-180-56410-0000-1	137.46
Granite Auto Parts Inc	872263	06/30/2026	INV 872263 WWTP Hose Clamp	30-500-56410-0000-1	19.60
Granite Auto Parts Inc	872280	06/30/2026	INV 872280 WWTP Influent P…	30-500-56410-0000-1	54.56
Granite Auto Parts Inc	872333	06/30/2026	INV 872333 WWTP Bushing	30-500-57400-0000-1	6.53
Granite Auto Parts Inc	872336	06/30/2026	INV 872336 LLMD Supplies	01-180-57400-0000-1	14.34
Granite Auto Parts Inc	872776	07/05/2026	872776	20-200-57400-0000-1	-19.65
Granite Auto Parts Inc	872509	07/08/2026	INV 872509 LLMD Supplies	01-180-57400-0000-1	4.36
Granite Auto Parts Inc	872597	07/08/2026	INV 872597 Street Sweeper C…	01-180-56440-0000-1	35.28
Granite Auto Parts Inc	872611	07/08/2026	INV 872611 Street Sweeper P…	01-180-56440-0000-1	7.25
Granite Auto Parts Inc	872693	07/08/2026	INV 872693 LLMD Kaboom Pa…	01-180-57400-0000-1	19.65
Granite Auto Parts Inc	872833	07/08/2026	INV 872833 John Dee Loader	01-180-56410-0000-1	132.17
Granite Auto Parts Inc	873007	07/08/2026	INV 873007 Streets Dept. Supp…	01-180-56410-0000-1	226.25
Granite Auto Parts Inc	873010	07/08/2026	INV 873010 WWTP Trimmer L…	30-500-56410-0000-1	42.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Granite Auto Parts Inc	873089	07/08/2026	INV 873089 Streets Dept. Supp…	01-180-56800-0000-1	21.83
Granite Auto Parts Inc	873093	07/08/2026	INV 873093 WWTP Gal Liquid …	30-500-56410-0000-1	38.23
Granite Auto Parts Inc	873113	07/08/2026	INV 873113 John Deer Tractor…	01-180-56430-0000-1	131.79
Granite Auto Parts Inc	873138	07/08/2026	INV 873138 WWTP Brush Knif…	30-500-56410-0000-1	40.41
Granite Auto Parts Inc	873266	07/08/2026	INV 873266 WWTP Influent P…	30-500-56410-0000-1	336.14
Granite Auto Parts Inc	873275	07/08/2026	INV 873275 Streets Dept. Supp…	01-180-57400-0000-1	14.18
			Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:		**1,435.21**
Vendor: Greenfields Outdoor - Greenfields Outdoor Fitness, Inc.					
Greenfields Outdoor Fitness, I…	S32542	07/09/2026	Order #S32542 Blanco Park E…	01-190-56400-0000-1	2,703.77
			Vendor Greenfields Outdoor - Greenfields Outdoor Fitness, Inc. Total:		**2,703.77**
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	645410	07/08/2026	Fuel INV 645410 06/19/2026	01-150-54000-0000-1	1,989.61
Gregs Petroleum	646455	07/08/2026	Fuel INV 646455 06/23/2026	01-150-54000-0000-1	1,537.10
			Vendor Gregs Petroleum - Gregs Petroleum Total:		**3,526.71**
Vendor: Halle Porter Newland - Halle Porter Newland & Rickett, LLP					
Halle Porter Newland & Ricket…	44599	07/08/2026	INV 44599 Mcfarland USA Fou…	01-24600-8207-1	908.50
			Vendor Halle Porter Newland - Halle Porter Newland & Rickett, LLP Total:		**908.50**
Vendor: Home Depot - Home Depot					
Home Depot	3203592	06/29/2026	Credit	01-105-52910-2607-1	-97.12
Home Depot	4092008	06/29/2026	Credit	01-105-52910-2607-1	-413.61
Home Depot	3024978	06/30/2026	INV 3024978 LLMD Supplies	01-180-57400-0000-1	18.27
Home Depot	3900022	06/30/2026	INV 3900022 Water Dept. Sup…	32-510-57400-0000-1	49.17
Home Depot	5902901	06/30/2026	INV 5902901 Council Chamber…	01-105-52910-2607-1	163.19
Home Depot	5905158	06/30/2026	INV 5905158 WWTP Lift Stati…	30-500-57400-0000-1	390.48
Home Depot	9901047	06/30/2026	INV 9901047 Water Dept. Sup…	32-510-57400-0000-1	25.17
Home Depot	1900889	07/08/2026	INV 1900889 Streets Dept, Su…	01-180-57400-0000-1	215.42
Home Depot	2020013	07/08/2026	INV 2020013 Streets Dept. Su…	01-180-57400-0000-1	154.00
Home Depot	2020014	07/08/2026	INV 2020014 Facilities Maint. …	01-190-57400-0000-1	128.82
Home Depot	2020021	07/08/2026	INV 2020021 Facilities Mainte…	01-190-57400-0000-1	28.58
Home Depot	2900073	07/08/2026	INV 2900073 Council Chamber…	01-105-52910-2607-1	79.04
Home Depot	3024975	07/08/2026	INV 3024975 Streets Dept, Su…	01-180-57400-0000-1	287.66
Home Depot	3024976	07/08/2026	INV 3024976 LLMD Supplies	01-180-57400-0000-1	170.07
Home Depot	3025011	07/08/2026	INV 3025011 Streets Dept. Ext…	01-180-57400-0000-1	37.87
Home Depot	3041912	07/08/2026	INV 3041912 Council Chamber…	01-105-52910-2607-1	115.48
Home Depot	4905203	07/08/2026	INV 4905203 Council Chamber…	01-105-52910-2607-1	184.85
Home Depot	5905147	07/08/2026	INV 5905147 Council Chamber…	01-105-52910-2607-1	77.85
Home Depot	6023717	07/08/2026	INV 6023717 LLMD Supplies	01-180-57400-0000-1	195.44
Home Depot	6905005	07/08/2026	INV 6905005 Council Chamber…	01-105-52910-2607-1	39.07
Home Depot	7012830	07/08/2026	INV 7012830 Factilities Maint…	01-190-57400-0000-1	147.61
Home Depot	7012831	07/08/2026	INV 7012831 Streets Dept. Su…	01-180-57400-0000-1	229.05
Home Depot	7900443	07/08/2026	INV 7900443 Council Chamber…	01-105-52910-2607-1	33.59
Home Depot	7900444	07/08/2026	INV 7900444 Council Chamber…	01-105-52910-2607-1	27.90
Home Depot	900232	07/08/2026	INV 900232 Council Chambers…	01-105-52910-2607-1	74.51
Home Depot	901006	07/08/2026	INV 901006 Streets Dept. Bolts…	01-180-57400-0000-1	35.02
Home Depot	9024384	07/08/2026	INV 9024384 LLMD Supplies	01-180-57400-0000-1	67.97
Home Depot	9024385	07/08/2026	INV 9024385 Streets Dept. Saf…	01-180-56800-0000-1	35.70
Home Depot	9900274	07/08/2026	INV 9900274 Council Chamber…	01-105-52910-2607-1	48.07
Home Depot	9901044	07/08/2026	INV 9901044 Council Chamber…	01-105-52910-2607-1	18.84
			Vendor Home Depot - Home Depot Total:		**2,567.96**
Vendor: Horizon Distributors - Horizon Distributors Inc.					
Horizon Distributors Inc.	7I007700	06/29/2026	Credit to Invoice 7I007699	01-180-57400-0000-1	-134.55
Horizon Distributors Inc.	6K027110	07/08/2026	INV 6K027110 LLMD Supplies …	01-180-57400-0000-1	54.55
Horizon Distributors Inc.	7I007646	07/08/2026	INV 7I007676 WWTP Repairs …	30-500-56400-0000-1	786.22
Horizon Distributors Inc.	7I007699	07/08/2026	INV 7I007699 LLMD Supplies 6…	01-180-57400-0000-1	134.55
Horizon Distributors Inc.	7I007701	07/08/2026	INV 7I007701 LLMD Supplies	01-180-57400-0000-1	182.05
Horizon Distributors Inc.	7I007868	07/08/2026	INV 7I007868 LLMD Filters 6/…	01-180-57400-0000-1	423.79
Horizon Distributors Inc.	7I007985	07/09/2026	INV 7I007985 LLMD Supplies 7…	20-200-57400-0000-1	227.83
			Vendor Horizon Distributors - Horizon Distributors Inc. Total:		**1,674.44**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Interwest Consulting - Interwest Consulting Group, Inc					
Interwest Consulting Group, I…	4155068	07/05/2026	INV# 4155068 133 3rd St. Plan…	01-160-51400-0000-1	180.00
			Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:		**180.00**
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	51036	06/30/2026	INV 51036 WWTP Hydrocane …	30-500-56000-7820-1	250.00
Irrigation Concepts	51038	06/30/2026	INV 51038 WWTP Service Call …	30-500-56000-7820-1	150.00
Irrigation Concepts	51043	06/30/2026	INV 51043 Water Dept. PVC Pi…	32-510-57400-0000-1	51.21
Irrigation Concepts	51057	06/30/2026	INV 51057 LLMD Supplies 6/8…	01-180-57400-0000-1	14.27
Irrigation Concepts	51060	06/30/2026	INV 51060 LLMD Supplies 6/8…	01-180-57400-0000-1	37.23
Irrigation Concepts	51049	07/08/2026	INV 51049 Streets Dept, Suppl…	01-180-57400-0000-1	72.14
			Vendor Irrigation Concepts - Irrigation Concepts Total:		**574.85**
Vendor: John Hancock - John Hancock					
John Hancock	INV0033732	07/09/2026	401K - Employer	01-20800-0000-1	2,527.31
John Hancock	INV0033732	07/09/2026	401K - Employer	20-20800-0000-1	227.71
John Hancock	INV0033732	07/09/2026	401K - Employer	30-20800-0000-1	1,353.55
John Hancock	INV0033732	07/09/2026	401K - Employer	31-20800-0000-1	219.46
John Hancock	INV0033732	07/09/2026	401K - Employer	32-20800-0000-1	1,356.65
John Hancock	INV0033732	07/09/2026	401K - Employer	34-20800-0000-1	262.62
John Hancock	INV0033733	07/09/2026	401K - Employee	01-20800-0000-1	727.86
John Hancock	INV0033733	07/09/2026	401K - Employee	20-20800-0000-1	114.19
John Hancock	INV0033733	07/09/2026	401K - Employee	30-20800-0000-1	508.04
John Hancock	INV0033733	07/09/2026	401K - Employee	31-20800-0000-1	34.85
John Hancock	INV0033733	07/09/2026	401K - Employee	32-20800-0000-1	507.80
John Hancock	INV0033733	07/09/2026	401K - Employee	34-20800-0000-1	30.45
John Hancock	INV0033734	07/09/2026	401K - Employer	01-20800-0000-1	154.88
John Hancock	INV0033734	07/09/2026	401K - Employer	20-20800-0000-1	51.62
John Hancock	INV0033739	07/09/2026	401K Loan 1	30-20800-0000-1	16.97
John Hancock	INV0033739	07/09/2026	401K Loan 1	31-20800-0000-1	16.97
John Hancock	INV0033739	07/09/2026	401K Loan 1	32-20800-0000-1	17.47
John Hancock	INV0033740	07/09/2026	401K Loan 1	01-20800-0000-1	26.82
John Hancock	INV0033740	07/09/2026	401K Loan 1	30-20800-0000-1	26.82
John Hancock	INV0033740	07/09/2026	401K Loan 1	31-20800-0000-1	8.95
John Hancock	INV0033740	07/09/2026	401K Loan 1	32-20800-0000-1	26.82
John Hancock	INV0033741	07/09/2026	401K Loan 2	01-20800-0000-1	36.06
John Hancock	INV0033741	07/09/2026	401K Loan 2	20-20800-0000-1	12.00
John Hancock	INV0033742	07/09/2026	401K Loan 4	01-20800-0000-1	214.44
John Hancock	INV0033742	07/09/2026	401K Loan 4	20-20800-0000-1	71.47
John Hancock	INV0033743	07/09/2026	401k Contribution	01-20800-0000-1	229.79
John Hancock	INV0033743	07/09/2026	401k Contribution	20-20800-0000-1	76.59
John Hancock	INV0033744	07/09/2026	401k Contribution	01-20800-0000-1	1,187.30
John Hancock	INV0033745	07/09/2026	401k Contribution	01-20800-0000-1	198.42
John Hancock	INV0033745	07/09/2026	401k Contribution	20-20800-0000-1	66.14
John Hancock	INV0033746	07/09/2026	401k Contribution	01-20800-0000-1	264.68
John Hancock	INV0033747	07/09/2026	401k Contribution	01-20800-0000-1	85.08
John Hancock	INV0033747	07/09/2026	401k Contribution	30-20800-0000-1	85.08
John Hancock	INV0033747	07/09/2026	401k Contribution	31-20800-0000-1	28.35
John Hancock	INV0033747	07/09/2026	401k Contribution	32-20800-0000-1	85.07
John Hancock	INV0033756	07/09/2026	401K - Employer	01-20800-0000-1	1,343.54
John Hancock	INV0033756	07/09/2026	401K - Employer	20-20800-0000-1	27.30
John Hancock	INV0033756	07/09/2026	401K - Employer	30-20800-0000-1	480.37
John Hancock	INV0033756	07/09/2026	401K - Employer	31-20800-0000-1	398.48
John Hancock	INV0033756	07/09/2026	401K - Employer	32-20800-0000-1	480.41
John Hancock	INV0033756	07/09/2026	401K - Employer	34-20800-0000-1	27.28
John Hancock	INV0033757	07/09/2026	401K - Employee	01-20800-0000-1	252.66
John Hancock	INV0033757	07/09/2026	401K - Employee	20-20800-0000-1	5.46
John Hancock	INV0033757	07/09/2026	401K - Employee	30-20800-0000-1	32.76
John Hancock	INV0033757	07/09/2026	401K - Employee	31-20800-0000-1	16.38
John Hancock	INV0033757	07/09/2026	401K - Employee	32-20800-0000-1	32.76
John Hancock	INV0033757	07/09/2026	401K - Employee	34-20800-0000-1	5.44
John Hancock	INV0033763	07/09/2026	401K Loan 2	01-20800-0000-1	27.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0033763	07/09/2026	401K Loan 2	30-20800-0000-1	41.97
John Hancock	INV0033763	07/09/2026	401K Loan 2	32-20800-0000-1	41.96
John Hancock	INV0033764	07/09/2026	401K Loan 3	01-20800-0000-1	26.71
John Hancock	INV0033764	07/09/2026	401K Loan 3	30-20800-0000-1	40.07
John Hancock	INV0033764	07/09/2026	401K Loan 3	32-20800-0000-1	40.05
John Hancock	INV0033765	07/09/2026	401k Contribution	01-20800-0000-1	134.40
John Hancock	INV0033765	07/09/2026	401k Contribution	30-20800-0000-1	201.62
John Hancock	INV0033765	07/09/2026	401k Contribution	32-20800-0000-1	201.58
John Hancock	INV0033773	07/09/2026	401K - Employer	01-20800-0000-1	5,925.23
John Hancock	INV0033774	07/09/2026	401K - Employee	01-20800-0000-1	3,687.85
John Hancock	INV0033780	07/09/2026	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0033781	07/09/2026	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0033782	07/09/2026	401K Loan 1	01-20800-0000-1	209.67
John Hancock	INV0033783	07/09/2026	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0033784	07/09/2026	401K Loan 2	01-20800-0000-1	142.48
John Hancock	INV0033785	07/09/2026	401K Loan 2	01-20800-0000-1	107.06
John Hancock	INV0033786	07/09/2026	401k Contribution	01-20800-0000-1	387.64
John Hancock	INV0033787	07/09/2026	401k Contribution	01-20800-0000-1	442.56
John Hancock	INV0033788	07/09/2026	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0033789	07/09/2026	401k Contribution	01-20800-0000-1	12.00
John Hancock	INV0033790	07/09/2026	401k Contribution	01-20800-0000-1	355.21
John Hancock	INV0033791	07/09/2026	401k Contribution	01-20800-0000-1	296.54
John Hancock	INV0033792	07/09/2026	401k Contribution	01-20800-0000-1	519.23
John Hancock	INV0033793	07/09/2026	401k Contribution	01-20800-0000-1	216.52
John Hancock	INV0033794	07/09/2026	401K Contribition	01-20800-0000-1	400.00
John Hancock	INV0033795	07/09/2026	401K Contribition	01-20800-0000-1	400.00
John Hancock	INV0033796	07/09/2026	401K Contribition	01-20800-0000-1	400.00
John Hancock	INV0033797	07/09/2026	401K Contribition	01-20800-0000-1	400.00
John Hancock	INV0033798	07/09/2026	401K Contribition	01-20800-0000-1	400.00
				Vendor John Hancock - John Hancock Total:	**29,583.72**
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repair					
Jorge's Smog & Repair	023587	06/30/2026	Inv. 023587 Ignition Coil Unit …	01-150-56600-0000-1	297.06
Jorge's Smog & Repair	023581	07/08/2026	INV 023581 Streets Dept.Vehic…	01-180-56600-0000-1	777.70
				Vendor Jorge's Smog & Repai - Jorge's Smog & Repair Total:	**1,074.76**
Vendor: tris technology - Joshua Brad Lowrey					
Joshua Brad Lowrey	9866	07/08/2026	Inv 9866 06/03/2026	01-310-52200-0000-1	1,642.00
				Vendor tris technology - Joshua Brad Lowrey Total:	**1,642.00**
Vendor: J's Automotive - J's Automotive					
J's Automotive	14175	06/30/2026	Inv. 14175 Evidence Tow	01-150-56000-0000-1	182.00
				Vendor J's Automotive - J's Automotive Total:	**182.00**
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	May 2026 Gate Fees Report	07/08/2026	May 2026 Gate Fees Report	31-505-52800-0000-1	5,299.28
				Vendor K.C. Waste - K.C. Waste Total:	**5,299.28**
Vendor: Mcfarland POA - McFarland Police Officers Association					
McFarland Police Officers Ass…	INV0033779	07/09/2026	Association Dues	01-20200-0000-1	960.00
				Vendor Mcfarland POA - McFarland Police Officers Association Total:	**960.00**
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	41578	06/30/2026	INV 41578 Streets Dept. John …	01-180-56430-0000-1	75.00
McFarland Tire	41696	07/08/2026	INV 41696 Streets Dept. Vehic…	01-180-56600-0000-1	110.00
				Vendor McFarland Tire - McFarland Tire Total:	**185.00**
Vendor: Michael Chavez - Michael Chavez					
Michael Chavez	Veterans Hall Deposit Refund …	07/08/2026	Veterans Hall Rental Deposit 6…	01-24000-0000-1	350.00
				Vendor Michael Chavez - Michael Chavez Total:	**350.00**
Vendor: P & J Electric - P & J Electric					
P & J Electric	9975	07/08/2026	INV 9975 Well 6 Meter Service…	32-510-58000-0000-1	754.40
				Vendor P & J Electric - P & J Electric Total:	**754.40**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: petra gonzalez - Petra Gonzalez					
Petra Gonzalez	Veterans Hall Deposit Refund …	07/08/2026	Veterans Hall Rental Deposit 6…	01-24000-0000-1	500.00
			Vendor petra gonzalez - Petra Gonzalez Total:		**500.00**
Vendor: Pitney Bowes - Pitney Bowes					
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-105-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-110-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-115-55600-0000-1	15.44
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-130-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-140-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-150-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-155-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-160-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-165-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	01-175-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	30-500-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	31-505-55600-0000-1	15.38
Pitney Bowes	8000-9000-0937-7825 06/16/…	07/08/2026	8000-9000-0937-7825 06/16/…	32-510-55600-0000-1	15.38
			Vendor Pitney Bowes - Pitney Bowes Total:		**200.00**
Vendor: ayo110 - Priscilla Ayon					
Priscilla Ayon	Reimb mileage 07/01/2026	07/08/2026	Reimbursement - Priscilla A - …	01-115-52000-0000-1	10.01
			Vendor ayo110 - Priscilla Ayon Total:		**10.01**
Vendor: PYRO SPECP INC - PYRO SPECTACULARS INC.					
PYRO SPECTACULARS INC.	457950	07/01/2026	INV# INV457950 Firework Sh…	01-140-53500-2540-1	1,195.00
			Vendor PYRO SPECP INC - PYRO SPECTACULARS INC. Total:		**1,195.00**
Vendor: HDL Companies - Sales Tax Assurance LLC					
Sales Tax Assurance LLC	SIN064300	07/08/2026	INV SIN064300 Contract Servi…	01-130-56000-0000-1	1,473.45
			Vendor HDL Companies - Sales Tax Assurance LLC Total:		**1,473.45**
Vendor: San Joaquin Paint - San Joaquin Paint					
San Joaquin Paint	136363	07/08/2026	INV 136363 Council Chambers…	01-105-52910-2607-1	121.78
			Vendor San Joaquin Paint - San Joaquin Paint Total:		**121.78**
Vendor: Self-Help Enterprise - Self-Help Enterprises					
Self-Help Enterprises	MCF22PLHA May-26	06/30/2026	MCF22PHLA May 26 6/25/26	01-175-56000-0000-1	385.02
Self-Help Enterprises	MCFADM May-26	06/30/2026	MCFADM May 26 6/9/26	01-175-56000-0000-1	850.22
			Vendor Self-Help Enterprise - Self-Help Enterprises Total:		**1,235.24**
Vendor: Southern Tire Mart - Southern Tire Mart LLC					
Southern Tire Mart LLC	7170015174	06/30/2026	Inv. 7170015174 Unit 40 - 1 N…	01-150-56600-0000-1	183.20
Southern Tire Mart LLC	7170015138	07/08/2026	INV 7170015138 Transit Servi…	34-520-56600-0000-1	120.00
			Vendor Southern Tire Mart - Southern Tire Mart LLC Total:		**303.20**
Vendor: sparkhire inc - Spark Hire Inc					
Spark Hire Inc	204079	07/08/2026	INV #204079Recruit Pro Hiring…	01-130-56000-0000-1	2,970.00
			Vendor sparkhire inc - Spark Hire Inc Total:		**2,970.00**
Vendor: SPD - SPD					
SPD	6957	06/30/2026	INV 6957 Caps with Logo 03/2…	01-24600-8207-1	730.69
SPD	5329	07/08/2026	INV 5329 Embroidery 08/16/2…	30-500-51800-0000-1	86.60
SPD	7774	07/08/2026	INV 7774 Stickers Truck Door …	01-180-56600-0000-1	437.00
			Vendor SPD - SPD Total:		**1,254.29**
Vendor: AWP Safety - Statewide Traffic Safety and Signs Inc					
Statewide Traffic Safety and Si…	12021533 CR	06/29/2026	Credit INV 12021533	01-180-56500-0000-1	-335.58
Statewide Traffic Safety and Si…	12021624	07/08/2026	INV 12021624 Streets Dept. S…	01-180-57400-0000-1	565.77
Statewide Traffic Safety and Si…	12021642	07/08/2026	INV 12021642 Streets Dept. Si…	01-180-57400-0000-1	177.15
			Vendor AWP Safety - Statewide Traffic Safety and Signs Inc Total:		**407.34**
Vendor: GEO25-26-10 - Stephenie Rodriguez					
Stephenie Rodriguez	INV0033451	05/27/2026	FY25-26 GEO Scholarship Vale…	01-105-57100-2502-1	2,000.00
			Vendor GEO25-26-10 - Stephenie Rodriguez Total:		**2,000.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: the Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	605974	07/08/2026	INV 605974 Bakersfield Califo…	01-111-53400-0000-1	296.70
			Vendor the Bakersfield Cal. - The Bakersfield Californian Total:		**296.70**
Vendor: The Print Shop Inc. - The Print Shop Inc.					
The Print Shop Inc.	10373	06/30/2026	INV 10373 06/29/26 Polos,Ou…	01-115-51800-0000-1	179.08
			Vendor The Print Shop Inc. - The Print Shop Inc. Total:		**179.08**
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	025-552553	06/16/2026	025-552553 CREDIT TO 025-5…	01-130-54800-0000-1	-250.00
Tyler Technologies	045-563313	06/30/2026	Inv.045-563313 05/07/2026 e…	01-130-51200-0000-1	1.25
Tyler Technologies	045-563313	06/30/2026	Inv.045-563313 05/07/2026 e…	30-500-51200-0000-1	1.25
Tyler Technologies	045-563313	06/30/2026	Inv.045-563313 05/07/2026 e…	31-505-51200-0000-1	1.25
Tyler Technologies	045-563313	06/30/2026	Inv.045-563313 05/07/2026 e…	32-510-51200-0000-1	1.25
Tyler Technologies	045-568656	07/08/2026	INV 045-568656 06/23/2026 C…	01-310-52200-0000-1	15.00
Tyler Technologies	CI100-00296240	07/08/2026	INV CI100-00296240 07/01/2…	01-310-52200-0000-1	473.53
			Vendor Tyler Technologies - Tyler Technologies Total:		**243.53**
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV02777789	07/08/2026	INV02777789 Internet Monthl…	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV02777789	07/08/2026	INV02777789 Internet Monthl…	30-500-57800-0000-1	145.00
			Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:		**289.99**
Vendor: Velocity - Velocity Oilfield Service Inc.					
Velocity Oilfield Service Inc.	I26-01213	06/30/2026	INV I26-01213 WWTP Garzoli …	32-510-56410-0000-1	165.00
			Vendor Velocity - Velocity Oilfield Service Inc. Total:		**165.00**
Vendor: Verizon Business - Verizon Business					
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-105-57800-0000-1	194.10
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-110-57800-0000-1	38.82
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-115-57800-0000-1	3.88
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-140-57800-0000-1	71.82
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-145-57800-0000-1	15.53
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-155-57800-0000-1	38.82
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-160-57800-0000-1	33.00
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-165-57800-0000-1	50.47
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-175-57800-0000-1	38.82
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	01-180-57800-0000-1	11.65
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	30-500-57800-0000-1	17.47
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	31-505-57800-0000-1	11.65
Verizon Business	6145970591	06/30/2026	INV 6145970591 May 26 City …	32-510-57800-0000-1	17.45
			Vendor Verizon Business - Verizon Business Total:		**543.48**
Vendor: Vista Paint Corporat - Vista Paint Corporation					
Vista Paint Corporation	2026-426315-00	07/08/2026	INV 2026-426315-00 Streets …	01-180-57400-0000-1	454.64
Vista Paint Corporation	2026-437410-00	07/08/2026	INV 2026-437410-00 Streets …	01-180-57400-0000-1	488.59
			Vendor Vista Paint Corporat - Vista Paint Corporation Total:		**943.23**
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	24AR3371877	06/30/2026	INV 24AR3371877 Monthly C…	01-130-52200-0000-1	62.59
			Vendor Visual Edge - Visual Edge IT, Inc. Total:		**62.59**
Vendor: WESTEC - WESTEC					
WESTEC	29471	07/08/2026	INV 29471 First Aid Training 6…	01-180-56000-0000-1	475.00
WESTEC	29471	07/08/2026	INV 29471 First Aid Training 6…	30-500-56000-0000-1	475.00
			Vendor WESTEC - WESTEC Total:		**950.00**
			Grand Total:		**157,344.73**

Report Summary

Fund Summary

Fund		Payment Amount
01 - GENERAL FUND		118,213.02
20 - LIGHTING & LANDSCAPING-DISTRICT 1		1,946.66
25 - CAPITAL IMPROVEMENTS PROJECTS		316.00
30 - SEWER		14,356.11
31 - REFUSE/RECYCLING		8,060.23
32 - WATER		13,326.26
34 - PUBLIC TRANSPORTATION		1,126.45
	Grand Total:	**157,344.73**

Account Summary

Account Number	Account Name	Payment Amount
01-105-52910-2607-1	Building & Improvement…	513.76
01-105-55600-0000-1	Postage	15.38
01-105-57100-2502-1	Special Activities - Schola…	2,000.00
01-105-57800-0000-1	Telephone & Communic…	194.10
01-110-55600-0000-1	Postage	15.38
01-110-57800-0000-1	Telephone & Communic…	87.11
01-111-52930-2602-1	Computer Hard/Softwar…	674.00
01-111-53400-0000-1	Election Expense	296.70
01-111-56000-0000-1	Professional Services - O…	48.00
01-111-57800-0000-1	Telephone & Communic…	9.10
01-112-57800-0000-1	Telephone & Communic…	5.70
01-113-57800-0000-1	Telephone & Communic…	22.70
01-115-51800-0000-1	Clothing Allowance	179.08
01-115-52000-0000-1	Conferences/Meetings/T…	10.01
01-115-55600-0000-1	Postage	15.44
01-115-56000-0000-1	Professional Services - O…	12.00
01-115-57200-0000-1	Supplies - Office	129.98
01-115-57800-0000-1	Telephone & Communic…	29.47
01-130-51200-0000-1	Bank Charges	1.25
01-130-52200-0000-1	Contract Services	62.59
01-130-54800-0000-1	Maintenance Agreements	-250.00
01-130-55600-0000-1	Postage	15.38
01-130-56000-0000-1	Professional Services - O…	4,443.45
01-140-48300-2540-1	Contributions & Donatio…	600.00
01-140-53500-2540-1	Contributions & Donatio…	1,734.01
01-140-55600-0000-1	Postage	15.38
01-140-56000-0000-1	Professional Services - O…	37.50
01-140-57200-0000-1	Supplies - Office	93.93
01-140-57800-0000-1	Telephone & Communic…	116.11
01-145-57800-0000-1	Telephone & Communic…	24.63
01-150-54000-0000-1	Fuel	3,526.71
01-150-55600-0000-1	Postage	15.38
01-150-56000-0000-1	Professional Services - O…	182.00
01-150-56600-0000-1	Repairs & Maintenance -…	696.07
01-150-57800-0000-1	Telephone & Communic…	340.82
01-155-52200-0000-1	Contract Services	200.00
01-155-55600-0000-1	Postage	15.38
01-155-57800-0000-1	Telephone & Communic…	208.81
01-160-51400-0000-1	Builiding Plan Check/Ins…	180.00
01-160-51800-0000-1	Clothing Allowance	0.00
01-160-55600-0000-1	Postage	15.38
01-160-56000-0000-1	Professional Services	75.00
01-160-57800-0000-1	Telephone & Communic…	77.29
01-165-55600-0000-1	Postage	15.38
01-165-56000-0000-1	Professional Services-Ot…	37.50
01-165-57800-0000-1	Telephone & Communic…	61.87

Account Summary

Account Number	Account Name	Payment Amount
01-175-55600-0000-1	Postage	15.38
01-175-56000-0000-1	Professional Services	1,235.24
01-175-57800-0000-1	Telephone & Communic…	75.21
01-180-51800-0000-1	Clothing Allowance	256.58
01-180-56000-0000-1	Professional Services - O…	488.50
01-180-56410-0000-1	Repairs & Maintenance …	532.77
01-180-56430-0000-1	Repairs & Maintenance -…	206.79
01-180-56440-0000-1	Repairs & Maintenance-…	1,658.28
01-180-56500-0000-1	Repairs/Maintenance St…	-295.64
01-180-56600-0000-1	Repairs/Maintenance - …	1,333.08
01-180-56800-0000-1	Safety Equipment	279.42
01-180-57200-0000-1	Supplies - Office	93.93
01-180-57400-0000-1	Supplies - Operating	4,087.06
01-180-57800-0000-1	Telephone & Communic…	29.85
01-185-52200-0000-1	Contract Services	189.00
01-190-51800-0000-1	Clothing Allowance	128.60
01-190-52200-0000-1	Contract Services	1,540.00
01-190-56400-0000-1	Repairs & Maint - Build &..	3,227.75
01-190-57400-0000-1	Supplies - Operating	305.01
01-20200-0000-1	Accounts Payable	960.00
01-20800-0000-1	Pension Payable	22,304.19
01-22050-0000-1	Federal Withholding Pay…	15,210.95
01-22100-0000-1	FICA Payable	24,596.66
01-22150-0000-1	Medicare Payable	5,752.54
01-22200-0000-1	State Withholding Payab…	10,201.45
01-22250-0000-1	SUTA Payable	183.60
01-22275-0000-1	ETT Payable	5.09
01-22350-0000-1	Garnishments	1,369.98
01-22400-0000-1	Aflac Insurance	765.37
01-22600-0000-1	Health FSA	56.93
01-24000-0000-1	Deposits	850.00
01-24600-8207-1	Deferred Revenue - McF…	1,639.19
01-310-52200-0000-1	Contract Services	2,130.53
20-200-51800-0000-1	Clothing Allowance	71.80
20-200-56000-0000-1	Professional Services - O…	9.00
20-200-57400-0000-1	Supplies - Operating	208.18
20-200-57800-0000-1	Telephone & Communic…	2.30
20-20800-0000-1	Pension Payable	652.48
20-22050-0000-1	Federal Withholding Pay…	91.13
20-22100-0000-1	FICA Payable	597.88
20-22150-0000-1	Medicare Payable	139.74
20-22200-0000-1	State Withholding Payab…	147.59
20-22250-0000-1	SUTA Payable	0.52
20-22275-0000-1	ETT Payable	0.01
20-22400-0000-1	Aflac Insurance	26.03
25-000-52960-2404-1	Street & Roads (Capital) -..	316.00
30-20800-0000-1	Pension Payable	2,787.25
30-22050-0000-1	Federal Withholding Pay…	1,337.21
30-22100-0000-1	FICA Payable	3,221.06
30-22150-0000-1	Medicare Payable	753.56
30-22200-0000-1	State Withholding Payab…	952.19
30-22250-0000-1	SUTA Payable	20.31
30-22275-0000-1	ETT Payable	0.56
30-22350-0000-1	Garnishments	17.33
30-22400-0000-1	Aflac Insurance	79.21
30-22600-0000-1	Health FSA	46.16
30-500-51200-0000-1	Bank Charges	1.25
30-500-51800-0000-1	Clothing Allowance	239.98

Account Summary

Account Number	Account Name	Payment Amount
30-500-52200-0000-1	Contract Services	389.00
30-500-55600-0000-1	Postage	15.38
30-500-56000-0000-1	Professional Services - O…	574.00
30-500-56000-7820-1	Professional Services - …	1,796.53
30-500-56400-0000-1	Repairs & Maint - Build &..	786.22
30-500-56410-0000-1	Repairs & Maintenance …	531.54
30-500-56430-0000-1	Repairs & Maintenance -…	94.12
30-500-57400-0000-1	Supplies - Operating	397.01
30-500-57800-0000-1	Telephone & Communic…	316.24
31-20800-0000-1	Pension Payable	723.44
31-22050-0000-1	Federal Withholding Pay…	487.14
31-22100-0000-1	FICA Payable	818.66
31-22150-0000-1	Medicare Payable	191.38
31-22200-0000-1	State Withholding Payab…	335.95
31-22250-0000-1	SUTA Payable	1.57
31-22275-0000-1	ETT Payable	0.04
31-22400-0000-1	Aflac Insurance	22.90
31-22600-0000-1	Health FSA	34.60
31-505-51200-0000-1	Bank Charges	1.25
31-505-52800-0000-1	County Waste Managem…	5,299.28
31-505-55600-0000-1	Postage	15.38
31-505-56000-0000-1	Professional Services - O…	49.50
31-505-57800-0000-1	Telephone & Communic…	79.14
32-20800-0000-1	Pension Payable	2,790.57
32-22050-0000-1	Federal Withholding Pay…	1,337.63
32-22100-0000-1	FICA Payable	3,224.00
32-22150-0000-1	Medicare Payable	753.82
32-22200-0000-1	State Withholding Payab…	952.45
32-22250-0000-1	SUTA Payable	20.31
32-22275-0000-1	ETT Payable	0.57
32-22350-0000-1	Garnishments	17.28
32-22400-0000-1	Aflac Insurance	79.10
32-22600-0000-1	Health FSA	46.15
32-510-51200-0000-1	Bank Charges	1.25
32-510-51800-0000-1	Clothing Allowance	153.38
32-510-52200-0000-1	Contract Services	378.00
32-510-55600-0000-1	Postage	15.38
32-510-56000-0000-1	Professional Services - O…	99.00
32-510-56410-0000-1	Repairs & Maintenance- …	165.00
32-510-57400-0000-1	Supplies - Operating	1,710.65
32-510-57800-0000-1	Telephone & Communic…	150.72
32-510-58000-0000-1	Utilities	754.40
32-510-58200-0000-1	Water/Soil/Other Analys…	676.60
34-20800-0000-1	Pension Payable	325.79
34-22050-0000-1	Federal Withholding Pay…	52.19
34-22100-0000-1	FICA Payable	394.72
34-22150-0000-1	Medicare Payable	92.28
34-22200-0000-1	State Withholding Payab…	132.79
34-22250-0000-1	SUTA Payable	6.39
34-22275-0000-1	ETT Payable	0.19
34-520-56600-0000-1	Repairs & Maintenance -…	120.00
34-520-57800-0000-1	Telephone & Communic…	2.10
	Grand Total:	**157,344.73**

Project Account Summary

Project Account Key	Payment Amount
None	157,344.73

Project Account Summary

Project Account Key		Payment Amount
None		
	Grand Total:	**157,344.73**

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

July 8, 2026

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor Saul Ayon, Vice-Mayor Ricardo Cano, Councilmember Martin Gutierrez

Councilmembers Absent: Councilmember Anita Gonzalez, Councilmember María T. Pérez

OFFICIALS PRESENT

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

INVOCATION

Offered by Vice Mayor Ricardo Cano

PLEDGE OF ALLEGIANCE

Offered by Council Member Martin Gutierrez

APPROVE AGENDA AS TO FORM

Motion by Vice Mayor Cano, Seconded by Councilmember Gutierrez, to Approve the Agenda as to Form for the July 8, 2026, City Council Meeting. ***Motion Approved*** *by 3/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, M. Gutierrez
NOES: None
ABSENT: A. Gonzalez, M. Pérez
ABSTAIN: None
PASSED: 3-0

FEATURED PET

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

PUBLIC COMMENT

None

ONLINE PUBLIC COMMENT

None

COUNCIL COMMENTS

None

CONSENT AGENDA

1. Approval of Expense Report in the Amount of $829,404.09 from 6/13/2026 to 6/26/2026.
2. Approval of Payroll Report for the Month of June 2026 in the Amount of $456,605.46.
3. Approval of June 24, 2026, Regular Meeting Minutes
4. Approval of Resolution No. 2026-86 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A PURCHASE AND SALE AGREEMENT WITH TERRA PRIMA VENTURES, LLC FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN SURPLUS CITY-OWNED PROPERTIES
5. Approval of Resolution No. 2026-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DETERMINING REASONABLE EFFORTS TO ENCOURAGE PUBLIC PARTICIPATION IN MEETINGS PURSUANT TO GOVERNMENT CODE §54943.4
6. Approval of Resolution No. 2026-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, FOR THE FY 2026 COPS HIRING PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS
7. Approval of Resolution No. 2026-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND KERN COUNTY SHERIFF'S DEPARTMENT
8. Approval of Resolution No. 2026-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING PARTICIPATION IN A DIRECT SERVICE PROVIDER AGREEMENT WITH THE COUNTY OF KERN FOR RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE RELATED DOCUMENTS
9. Approval of Resolution No. 2026-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING RESOLUTION NO. 2026-75 AND APPROVING A NUNC PRO TUNC CLERICAL CORRECTION TO SECTION 1.01 OF THE PROPOSED CITY CHARTER, AND CONFIRMING SUBMISSION OF THE CHARTER TO THE VOTERS AT THE TUESDAY, NOVEMBER 3, 2026 STATEWIDE GENERAL ELECTION

   Motion by Vice Mayor Cano, Seconded by Councilmember Gutierrez, to Approve the Consent Agenda for the July 8, 2026, City Council Meeting. ***Motion Approved*** *by 3/0 Roll-Call Majority Vote.*

   Roll Call Vote:

   AYES: S. Ayon, R. Cano, M. Gutierrez
   NOES: None
   ABSENT: A. Gonzalez, M. Pérez
   ABSTAIN: None
   PASSED: 3-0

PUBLIC HEARINGS

10. CONDUCT ANNUAL PUBLIC HEARING AND RECEIVE AND FILE THE FISCAL YEAR 2025-2026 STAFF VACANCY, RECRUITMENT, AND RETENTION REPORT PURSUANT TO GOVERNMENT CODE SECTION 3502.3 (AB 2561)

ADMINISTRATIVE AGENDA

11. Approval of Resolution No. 2026-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING THE CITY OF MCFARLAND TO COOPERATE WITH THE COUNTY OF KERN IN THE URBAN COUNTY PROGRAM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND AUTHORIZING THE CITY MANAGER, TO EXECUTE ALL REQUIRED DOCUMENTS, INCLUDING THE COOPERATION AGREEMENT

    Motion by Mayor Ayon, Seconded by Vice Mayor Cano for the Approval of Resolution No. 2026-82, for the July 8, 2026, City Council Meeting. ***Motion Approved*** *by 3/0 Roll-Call Majority Vote.*

    Roll Call Vote:

    AYES: S. Ayon, R. Cano, M. Gutierrez
    NOES: None
    ABSENT: A. Gonzalez, M. Pérez
    ABSTAIN: None
    PASSED: 3-0

COUNCIL STATEMENTS AND REPORTS:

Councilmember Gutierrez:
Councilmember Gutierrez stated that the Fourth of July event was a success and commended everyone involved for their efforts in ensuring the event was well organized and ran smoothly.

Vice Mayor Cano:
Thanked City staff, volunteers, and everyone involved for their hard work in organizing the Fourth of July celebration. Acknowledged that there were many fireworks throughout the community and expressed appreciation that there were no reported injuries. Commended everyone for a successful event.

Mayor Ayon:
Thanked residents for remaining attentive to fire safety, encouraged everyone to stay hydrated during the summer heat, and expressed appreciation to City staff, public safety personnel, and the Fire Department for their efforts in helping ensure a safe and successful community event.

CLOSED SESSION

12. The City Council provided direction to the Economic Development Manager regarding the negotiation provisions related to the resolution of the lawsuit.

ADJOURNEMENT

The meeting adjourned at approximately at 7:10p.m.

CITY OF MCFARLAND

____

Erika De La Cruz, City Clerk

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: CONSENT AGENDA
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-87 A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE COMMUNITY HEALTH CENTERS OF AMERICA BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE

SUMMARY:

Community Health Centers of America is a nonprofit organization dedicated to providing accessible, affordable, and high-quality healthcare services to residents of the City of McFarland. The organization offers a variety of healthcare services during its regular business hours of 8:00 a.m. to 5:00 p.m. Through its continued commitment to improving access to healthcare, Community Health Centers of America plays a significant role in promoting the health and well-being of the community.

As a nonprofit healthcare provider, the organization delivers essential medical services that benefit McFarland residents by increasing access to preventative and primary healthcare. In recognition of its nonprofit status and the valuable public services it provides, Community Health Centers of America has requested that the City Council consider waiving the City's annual business license fee in the amount of $142.00.

Approval of the requested waiver would support the organization's ongoing efforts to provide essential healthcare services to the community while recognizing its contribution to the public health and welfare of City residents.

FINANCIAL IMPACT:

$142.00 Less to the General Fund.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 2026-87 and waive the business license fee based on Ordinance Section 5.04.190 of the McFarland Municipal Code.

ATTACHMENTS:

1. McFarland, CA Code of Ordinances
2. Application for Waiver of Business License Tax #22251_Redacted

RESOLUTION NO. 2026-87

A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE COMMUNITY HEALTH CENTERS OF AMERICA BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE

WHEREAS, Community Health Centers of America is a nonprofit organization dedicated to providing accessible, affordable, and high-quality healthcare services to the residents of the City of McFarland; and

WHEREAS, Community Health Centers of America provides essential healthcare services that promote the health, wellness, and quality of life of the community through accessible medical care during its regular operating hours; and

WHEREAS, the City Council recognizes the important public benefit provided by nonprofit organizations that deliver essential healthcare services to City residents; and

WHEREAS, Community Health Centers of America has requested a waiver of the City's annual business license fee in the amount of One Hundred Forty-Two Dollars ($142.00); and

WHEREAS, the City Council finds that waiving the business license fee for Community Health Centers of America serves a public purpose by supporting the continued availability of healthcare services for the residents of the City of McFarland.

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 a waiver of the annual business license fee in the amount of One Hundred Forty-Two Dollars ($142.00) for Community Health Centers of America.
3. This Resolution shall take effect immediately upon its adoption.

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

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

5.04.030 - Other ordinances not affected.

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license tax for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances.

(Ord. 7 §3, 1957)

5.04.190 - Waiver.

The licensing of any business, occupation or activity carried on wholly for the benefit of charitable purposes from which profit is not derived either directly or indirectly by any person, or to the conducting of any entertainment, dance, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects whenever the receipts from such entertainment, dance, concert, exhibition or lecture go to any church, school, or to any religious or benevolent purpose within the city, or to any federal, military, fraternal or local chamber of commerce within the city, may be waived by the city council provided an application is made therefor with the city clerk of the city at least ten days prior to a regular city council meeting.

(Ord. 117 §1, 1970: Ord. 7 §20, 1957)

(Ord. No. 005-2018, § 1(I), 6-14-18)

CITY OF MCFARLAND
401 W Kern Ave McFarland, CA 93250 (661) 792-3091

License #: [redacted]

Application for a Business License Renewal

MAILING ADDRESS
CORRECTIONS

COMMUNITY HEALTH CENTERS OF AM
COMMUNITY HEALTH CENTERS OF AM
5200 Pirrone Ct
STE A
Salida CA 95368

*****PLEASE COMPLETE ANY MISSING, INCOMPLETE, OR BLANK INFORMATION AND MAKE CORRECTIONS AS NEEDED*****

Application is hereby made, by the undersigned, for a Business License according to Ordinance No. 276 enacted May, 1996 for the 12-month period beginning July 1, 0/00/0000 and ending on June 30, 0/00/0000 as follows:

CORRECTIONS

BUSINESS NAME	COMMUNITY HEALTH CENTERS OF AM	
PHYSICAL BUSINESS LOCATION:	733 THIRD ST	
EMAIL ADDRESS:	[redacted]	[redacted]
BUSINESS PHONE:	2097339417	
TYPE OF BUSINESS:	COMMUNITY HEALTH CENTER	
GROSS RECEIPTS IN THE	**CITY OF MCFARLAND**	
IF APPLICABLE # OF APTS	**OR RENTAL PROPERTIES**	
NUMBER OF COIN OPERATED	**MACHINES**	
OWNER/CONTACT NAME:		
OWNER'S ADDRESS:		
STATE LICENSE #:		
STATE LICENSE EXPIRES:		

Return application and payment by June 30, 0/00/0000.

***** FEES PAYABLE FOR RENEWAL*****

BASE FEES	15.00
SB-1379 FEES FOR THE STATE OF CALIFORNIA	4.00
OTHER FEES DETERMINED BY TYPE OF BUSINESS OR GROSS RECEIPTS (see attached)	
Total Due	

*****FORM MUST BE SIGNED AND DATED*****

I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS, TO THE BEST OF MY KNOWLEDTGE, ACCURATE.

PRINT NAME Nary Hong [redacted] TITLE Staff Accountant

SIGNATURE [redacted] DATE 05/22/25

Upon receipt of payment, examination and approval of supporting information and documentation, the Renewed License expires June 30, **2027**.

If you have employees, please submit a copy of your Workman's Compensation Insurance policy. If you do not have any employees, you must submit a declaration stating so.

Licenses may be renewed by mail or in person. City Hall is open from 8:00 am – 5:00 pm Monday through Thursday and every other Friday.

CITY OF MCFARLAND
Application For Waiver Of Business License Tax

This application is only for Non-Profit Organizations. For more information, contact Finance Department at (661) 792-3091.

Organization Name: Community Health Centers of America

Federal EIN # [redacted]

Address: 5200 Pirrone Court.

City: Salida State: CA Zip Code 95368

Describe organization's purpose:

provide accessible, affordable and quality healthcare to the residents of California.

Describe type of activities performed. location of activities, and the hours activities will be performed:

Healthcare services, Mcfarland, Gustine, Livingstone, Chowchilla and Mariposa.
Business Hours 8am to 5pm

List of Officers of the Organization:, Name, Title, Address and Phone Number

Naresh Channaverapa	CEO	209.441 8383	5200 Pirrone Crt, Salida, CA 95368
Gurdeep Singh	COO	209 441 8383	5200 Pirrone Crt Salida, CA 95368
Nandeesh Veerappa	CMO	209 441 8383	5200 Pirrone Crt Salida, CA 95368

Application Submitted By:

Name: Nary Heng

Address: 5200 Pirrone Court

City Salida State CA Zip Code 95368

Phone # 209. 441. 8383 Fax # 213-340-4691 Email [redacted]

[redacted]

Signature [redacted] Date: 5/22/25

Approved; ______ Denied______

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F013 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE CONSTRUCTION OF THE PARK AND RIDE FACILITY AT THE INTERSECTION OF TAYLOR AVENUE AND MAST AVENUE - CML - 5343(023), OF THE FEDERALLY FUNDED (RTSP) PROJECT FUNDING

SUMMARY:

The City entered into a Master Agreement 06-5343F15 for federally funded local transportation projects with Caltrans effective April 7th, 2016. A Program Supplement Agreement has been sent by Caltrans to the City for the Park and Ride Facility project. City Council authorization is required to authorize the City Manager and/or Public Works Director to sign and execute program supplement agreement No. F013 to Administering Agency-State Agreement for Federal-Aid Project No. 06-5343F15 ensuring the City will follow the required procedures and special covenants listed within the agreement. Construction for this project is scheduled for the 2026/2027 fiscal year.

The City of McFarland was allocated $264,855 in Federal Funds for preliminary engineering. The Local Match for the preliminary engineering phase will be $30,379.00. These funds are being used for the design of the Park and Ride Facility on the intersection of Taylor Ave. and Mast Ave.

The project will provide a designated park-and-ride facility for commuters, improving access to public transportation and carpool opportunities.

FINANCIAL IMPACT:

The estimated financial impact is $30,379.00 or 11.47% of the total cost of construction.

RECOMMENDATION:

Staff recommends that the City Council pass a resolution approving Program Supplement Agreement No. F013 for Project No. CML – 5343 (023) and authorize the City Manager to sign and execute the agreement.

ATTACHMENTS:

1. Supplemental Agreement 5343(023)_Redacted

RESOLUTION NO. 2026-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F013 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE CONSTRUCTION OF THE PARK AND RIDE FACILITY AT THE INTERSECTION OF TAYLOR AVENUE AND MAST AVENUE - CML - 5343(023), OF THE FEDERALLY FUNDED (RTSP) PROJECT FUNDING

WHEREAS, the City of McFarland is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of McFarland wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation; and

WHEREAS, the City entered into a Master Agreement 06-5343F15 for federally funded local transportation projects with Caltrans effective April 7th, 2016; and

WHEREAS, Program Supplement Agreement No. F013 provides funds for the construction of the Park and Ride Facility on the intersection of Taylor Ave. and Mast Ave.; and

WHEREAS, the estimated cost for preliminary engineering is $264,855 and the local match is $30,379.00 and the federal fund match is $234,476.

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 of the City of McFarland does hereby approve Program Supplement Agreement No. F013 for Project No. CML - 5343 (023).
2. The City Manager is authorized to sign and execute the agreement.
3. This resolution shall take effect immediately upon its adoption.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

PROGRAM SUPPLEMENT NO. F013 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR FEDERAL-AID PROJECTS NO** 06-5343F15	**Adv. Project ID** 0626000264	**Date:** July 08, 2026 **Location:** 06-KER-0-MCF **Project Number:** CML-5343(023) **E.A. Number:** **Locode:** 5343

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/07/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: City of McFarland -

TYPE OF WORK: PARK AND RIDE (MCFARLAND: INTERSECTION OF Taylor Ave and Mast Ave. Construct and Ride facility. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y400	$234,476.00	LOCAL		OTHER
$264,855.00			$30,379.00		$0.00

CITY OF MCFARLAND

By ______________________

Title ______________________

Date ______________________

Attest ______________________

STATE OF CALIFORNIA
Department of Transportation

By ______________________

Chief, Office of Project Implementation
Division of Local Assistance

Date ______________________

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [redacted] **Date** 07/08/2026 $234,476.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup

SPECIAL COVENANTS OR REMARKS

documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

SPECIAL COVENANTS OR REMARKS

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

SPECIAL COVENANTS OR REMARKS

3. In the event that construction of this project of the initial federal authorization for right of way is not started by the close of the twentieth fiscal year following the fiscal year in which the right of way is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

   Authorizing the ROW phase of a project as Advance Construction does not exempt the project from the provisions of 23 U.S.C. 108(a)(2), and 23 CFR 630.112(c)(1).

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

   During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

   Pertinent Nondiscrimination Authorities:

   A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
   B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
   D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
   E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
   F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
   G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
   activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
   H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
   I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
   J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

SPECIAL COVENANTS OR REMARKS

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F014 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE PAVEMENT REHABILITATION ON W. PERKINS AVENUE FROM GARZOLI AVENUE TO FRONTAGE ROAD - STPL -5343(024), OF THE FEDERALLY FUNDED (RSTP) PROJECT FUNDING

SUMMARY:

The City entered into a Master Agreement 06-5343F15 for federally funded local transportation projects with Caltrans effective April 7th, 2026. A Program Supplement Agreement has been sent by Caltrans to the City for the Pavement Rehabilitation project on W. Perkins Ave from Garzoli Ave. to Frontage Rd. City Council authorization is required to authorize the City Manager and/or Public Works Director to sign and execute program supplement agreement No. F014 to Administering Agency-State Agreement for Federal-Aid Project No. 06-5343F15 ensuring the City will follow the required procedures and special covenants listed within the agreement. Construction for this project is scheduled for the 2026/2027 federal fiscal year.

The City of McFarland was allocated $91,770 in Federal Funds for preliminary engineering, The Local Match for the preliminary engineering phase will be $19,254.00. These funds are being used for the pavement rehabilitation design on W. Perkins Ave. from Garzoli Ave. to Frontage Rd.

This project will provide pavement rehabilitation on W. Perkins Ave from Garzoli Ave. to Frontage Rd.

FINANCIAL IMPACT:

The estimated financial impact is $19,254.00 or 21% of the total cost of construction.

RECOMMENDATION:

Staff recommends that the City Council pass a resolution approving Program Supplement Agreement No. F014 for Project No. STPL – 5343 (024) and authorize the City Manager to sign and execute the agreement.

ATTACHMENTS:

1. Supplemental Agreement 5343(024)_Redacted

RESOLUTION NO. 2026-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F014 TO MASTER AGREEMENT NO. 06-5343F15 FOR THE PAVEMENT REHABILITATION ON W. PERKINS AVENUE FROM GARZOLI AVENUE TO FRONTAGE ROAD - STPL -5343(024), OF THE FEDERALLY FUNDED (RSTP) PROJECT FUNDING

WHEREAS, the City of McFarland is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of McFarland wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation; and

WHEREAS, the City entered into a Master Agreement 06-5343F15 for federally funded local transportation projects with Caltrans effective April 7th, 2016; and

WHEREAS, Program Supplement Agreement No. F014 provides funds for the pavement rehabilitation on W. Perkins Ave. from Garzoli Ave. to Frontage Rd.; and

WHEREAS, the estimated cost for preliminary engineering is $91,770 the federal fund match is $72,516.00 and the local match is $19,254.00.

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 of the City of McFarland does hereby approve Program Supplement Agreement No. F014 for Project No. STPL - 5343 (024).
2. The City Manager is authorized to sign and execute the agreement.
3. This resolution shall take effect immediately upon its adoption.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

PROGRAM SUPPLEMENT NO. F014 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR FEDERAL-AID PROJECTS NO** 06-5343F15	**Adv. Project ID** 0626000265	**Date:** July 10, 2026 **Location:** 06-KER-0-MCF **Project Number:** STPL-5343(024) **E.A. Number:** **Locode:** 5343

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/07/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: City of McFarland

TYPE OF WORK: Pavement Rehabilitation from W Perkins Ave from Grazoli Ave to Frontage Rd **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y230	$72,516.00	LOCAL		OTHER
$91,770.00			$19,254.00		$0.00

CITY OF MCFARLAND

By ____________________

Title ____________________

Date ____________________

Attest ____________________

STATE OF CALIFORNIA
Department of Transportation

By ____________________

Chief, Office of Project Implementation
Division of Local Assistance

Date ____________________

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [redacted] **Date** 07/13/2026 $72,516.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

SPECIAL COVENANTS OR REMARKS

nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup

SPECIAL COVENANTS OR REMARKS

documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

SPECIAL COVENANTS OR REMARKS

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

SPECIAL COVENANTS OR REMARKS

3. In the event that construction of this project of the initial federal authorization for right of way is not started by the close of the twentieth fiscal year following the fiscal year in which the right of way is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

   Authorizing the ROW phase of a project as Advance Construction does not exempt the project from the provisions of 23 U.S.C. 108(a)(2), and 23 CFR 630.112(c)(1).

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

   During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

   Pertinent Nondiscrimination Authorities:

   A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
   B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
   D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
   E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
   F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
   G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
   H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
   I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
   J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

SPECIAL COVENANTS OR REMARKS

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2026-92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE FINAL MAP FOR TRACT MAP NO. 7394 PH 3 & 4, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE, FINAL MAP, AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE

SUMMARY:

Leroa, LLC as sub-divider for Tract Map No. 7394 has submitted the Subdivision Improvement Agreement and Final Tract Map for Phase 3 & 4 for City Council's approval. City staff curated the Subdivision Improvement Agreement with the attached Conditions of Approval. The City Engineer has reviewed the final map and found it in substantial conformance with the Subdivision Map Act. The City Planner has reviewed the final map and found it in substantial compliance with the approved Tentative Map. The Community Development Director and City Attorney have reviewed the subdivision agreement in accordance with city standards and recommend approval.

FINANCIAL IMPACT:

The construction project is fully funded by developers and the sub-divider has paid the final map and recording fees.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2026-92 approving the recordation of Final Tract Map for Phase 3 & 4 and Subdivision Agreement with Leora, LLC for Tract 7394. Approval is contingent upon the receipt of required improvement bonds, subdivision guarantee, final map, and improvement agreement. Authorize the City Clerk to endorse the final map and authorizing the City engineer to transmit the same to the County Clerk's office.

ATTACHMENTS:

1. ATTACHMENT 2: FINAL MAP - TRACT 7394 PHASE 3 & 4
2. DOC918_Redacted

RESOLUTION NO. 2026-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING THE FINAL MAP FOR TRACT MAP NO. 7394 PHASE 3 & 4, CONTINGENT UPON RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE, FINAL MAP, AND IMPROVEMENT AGREEMENT AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE

WHEREAS, Leora, LLC, as Sub-divider for Tract Map No. 7394, has submitted the Final Map for Tract Map No. 7394 Phase 3 & 4 in the City of McFarland; and

WHEREAS, Leora, LLC desires to enter into this Subdivision Improvement Agreement Tract 7394, Phase 3 & 4 with the City for the purpose of completing the construction of the improvements and providing the necessary security to guarantee their faithful performance; and

WHEREAS, the Final Tract Map No. 7394 Phase 3 & 4 was approved by the City of McFarland, subject to certain conditions; and

WHEREAS, the Sub-divider has submitted the required Final Map for Tract Map No. 7394 Phase 3 & 4 and it has been approved by the City Engineer and City Planner.

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 incorporated herein as if set forth in full.
2. The City Council approves the Final Maps for Tract Map No. 7394 Phase 3 & 4.
3. The City Council approves the Subdivision Improvement Agreement Tract 7394 Phase 3 & 4 and provide the City Manager authority to execute the documents necessary to make it effective.
4. The City Council approves the recordation of Final Map, contingent upon the receipt of required improvement bonds and subdivision guarantee with final certification.
5. The City Council authorizes the City Clerk to endorse the Final Map for Tract Map 7394 Phase 3 & 4.
6. The City Council authorizes the City Engineer to transmit the Final Map to the County Clerk's Office for recordation.
7. The City Clerk shall certify the passage and adoption of this resolution.
8. This resolution is effective immediately.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

TRACT MAP NO. 7394 - PHASES 3 & 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER OF TRACT MAP NO. 7394 - PHASE 2, RECORDED FEBRUARY 3, 2026, IN MAP BOOK 69, AT PAGES 1 THROUGH 4, IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.B.&M, IN THE INCORPORATED AREA OF THE CITY OF McFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

PHASE 3	7.50 ACRES
PHASE 4	8.14 ACRES
TOTAL	15.64 ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE TITLE TO SAID PROPERTY MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND CERTIFICATES MADE A PART HEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION EXCEPT THOSE THAT WERE OBTAINED BY SEPARATE DOCUMENT.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF TRACT 7394 PHASE 3 LOTS 1 THROUGH 40 AND TRACT 7394 PHASE 4 LOTS 1 THROUGH 42 DESIGNATED AS "10 FOOT PUBLIC UTILITIES EASEMENT" AS SHOWN UPON SAID MAP, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT VEHICULAR ACCESS FROM LOTS 21 THROUGH 24 OF TRACT 7394 PHASE 3 AND LOTS 24 THROUGH 26 OF TRACT MAP 7394 PHASE 4, SO THAT THE OWNERS OF SAID LOTS ABUTTING ADJACENT PROPERTIES HAVE NO VEHICULAR ACCESS WITHIN THIS SUBDIVISION.

LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MICHAEL F. HAIR JR., MANAGING MEMBER   DATE

NOTARY'S STATEMENT

STATE OF _____________
COUNTY OF ___________ }

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

ON ____________________ BEFORE ME, ____________________________, A NOTARY PUBLIC, PERSONALLY APPEARED _________________________________, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _________________________

PRINTED NAME ______________________

MY COMMISSION IS IN THE COUNTY OF ________ MY COMMISSION I.D. NO. ________

MY COMMISIION EXPIRES:______________

IT IS HEREBY ORDERED THAT TRACT MAP NO. 7394 PHASE 2, BE, AND THE SAME IS HEREBY APPROVED, THAT THE STREETS, ACCESS RIGHTS, AND OTHER EASEMENTS SHOWN UPON THIS MAP ARE AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, WE, THE PLANNING COMMISSION HEREBY WAIVES THE REQUIREMENT OF THE SIGNATURE(S) OF THE FOLLOWING:

NAME	NATURE OF INTEREST
UNITED STATES OF AMERICA	PURPOSE: WATER LINES RECORDED SEPTEMBER 2, 1952, IN BOOK 1978, PAGE 275 OF OFFICIAL RECORDS (CANNOT BE LOCATED FROM PUBLIC RECORD)
SAN JOAQUIN LIGHT AND POWER CO.	PURPOSE: POLE AND WIRE LINES RECORDED AUGUST 18, 1915, PER BOOK 37, PAGE 404 OF AGREEMENTS (CANNOT BE LOCATED FROM PUBLIC RECORD)

THE CLERK OF THIS COUNCIL IS DIRECTED TO ENDORSE UPON THE FACE OF SAID MAP A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF McFARLAND. I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF McFARLAND AT A MEETING HELD _________________, 20___

ERIKA DE LA CRUZ, CITY CLERK AND
EX-OFFICIO CLERK OF THE COUNCIL
OF THE CITY OF McFARLAND

SENIOR CITY PLANNER'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF McFARLAND IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW IN A DULY AUTHORIZED MEETING HELD IN, _________________________, 202___.

BRIANAHI DE LEON
SENIOR CITY PLANNER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LEORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON DECEMBER 21, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 31, 2027, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

LICENSED LAND SURVEYOR
MICHAEL E DAUSTER
9047
STATE OF CALIFORNIA

MICHAEL E. DAUSTER, L.S. NO. 9047

CITY ENGINEER'S STATEMENT

I, JUAN M. PANTOJA, HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE PARCELS AS SHOWN ARE SUBSTANTIALLY THE SAME AS THEY APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER
JUAN M. PANTOJA
NO. C 64740
CIVIL
STATE OF CALIFORNIA

DATED____________ SIGNED________________________________

JUAN M. PANTOJA
CITY OF McFARLAND - CITY ENGINEER
R.C.E. 64740 EXP. (06/30/2027)

CITY SURVEYOR'S STATEMENT

I, WILEY D. HUGHES, HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF LAW HAVE BEEN COMPLIED WITH, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
WILEY D. HUGHES
EXP. 6-30-2028
No. 3779
SURVEYOR
STATE OF CALIFORNIA

DATED____________ SIGNED________________________________

WILEY D. HUGHES
CITY OF McFARLAND - CITY SURVEYOR
L.S. 3779 EXP. (06/30/2028)

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____________ , 20 ______, AT ___:__.M. IN BOOK _____ OF MAPS AT PAGE _______, AT THE REQUEST OF MICHAEL E. DAUSTER.

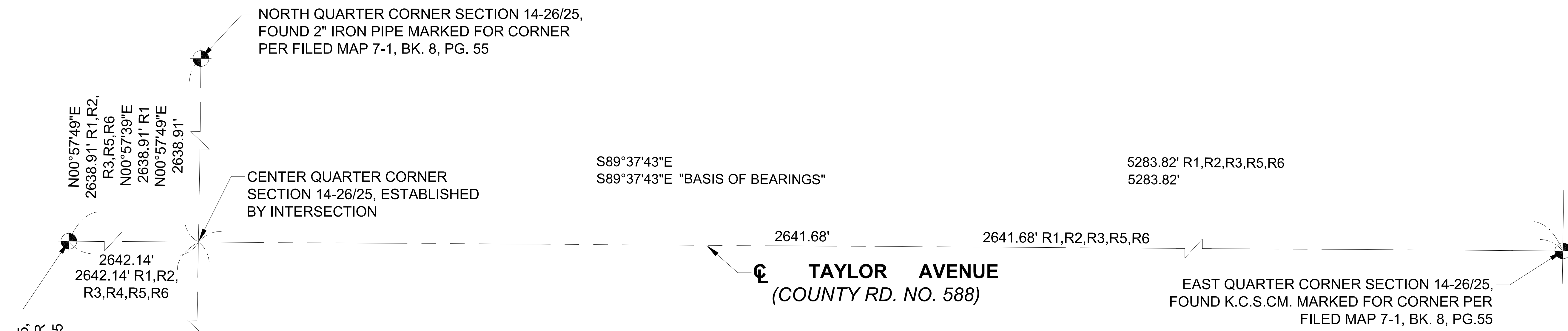
LAURA AVILA ______________________ BY: ______________________________
KERN COUNTY ASSESSOR/RECORDER   DEPUTY RECORDER

SHEET 1 OF 2 SHEETS

TRACT MAP NO. 7394 - PHASES 3 & 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER OF TRACT MAP NO. 7394 - PHASE 2, RECORDED FEBRUARY 3, 2026, IN MAP BOOK 69, AT PAGES 1 THROUGH 4, IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.B.&M, IN THE INCORPORATED AREA OF THE CITY OF McFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

PHASE 3	7.50 ACRES
PHASE 4	8.14 ACRES
TOTAL	15.64 ACRES



BASIS OF BEARINGS

THE BEARING OF SOUTH 89°37'43"EAST AS SHOWN FOR THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, T.26S., R.25E., M.D.B. & M. PER PARCEL MAP NO. 10234, FILED IN BOOK 47 OF PARCEL MAPS AT PAGES 134 AND 135, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

UNPLOTTABLE EASEMENTS:

AN EASEMENT IN FAVOR OF SAN JOAQUIN LIGHT AND POWER COMPANY FOR POLES AND WIRELINES PER BOOK 37, AT PAGE 404 OF AGREEMENTS, CANNOT BE PLOTTED FROM PUBLIC RECORD.

AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR WATER LINES PER BOOK 1978, AT PAGE 275 OF OFFICIAL RECORDS, CANNOT BE PLOTTED FROM PUBLIC RECORD.

LINE TABLE - PHASES 3 AND 4

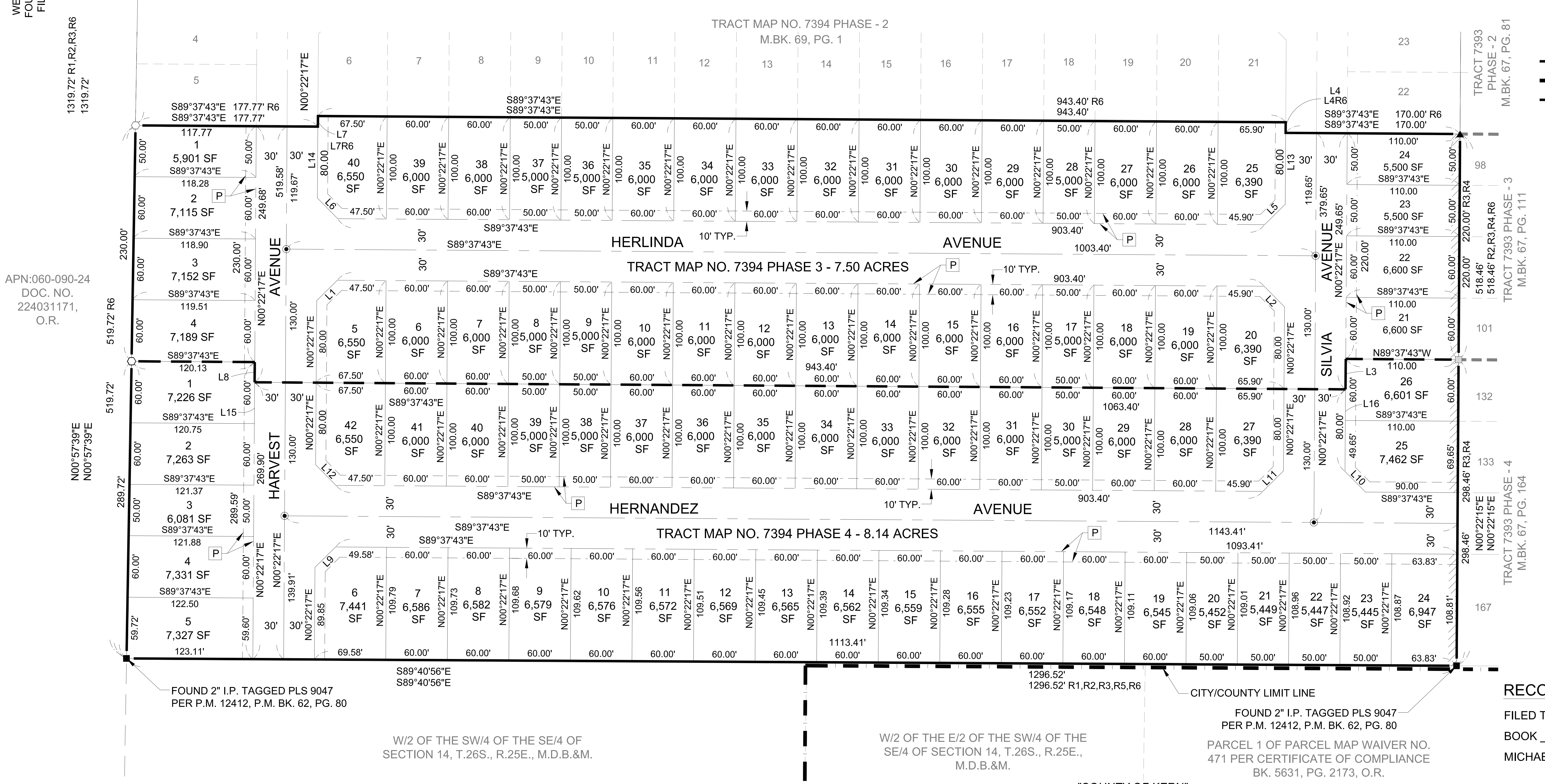
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S45°22'17"W	28.28'	L11	N45°22'17"E	28.28'
L2	N44°37'44"W	28.28'	L12	N44°37'44"W	28.28'
L3	N00°22'17"E	29.65'	L13	N00°22'17"E	69.65'
L4	N00°22'17"E	10.35'	L14	N00°22'17"E	69.67'
L5	N45°22'17"E	28.28'	L15	N00°22'17"E	40.32'
L6	S44°37'44"E	28.28'	L16	N00°22'17"E	30.35'
L7	N00°22'17"E	10.33'			
L8	N00°22'17"E	19.68'			
L9	N45°22'17"E	28.28'			
L10	N44°37'44"W	28.28'			

NOTES

1. THE OWNER'S STATEMENT IS SHOWN ON SHEET 1.
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
4. SET 1/2" REBAR AND CAP STAMPED P.L.S. 9047 AT REAR LOT CORNERS, SET PENNY TAG STAMPED P.L.S. 9047 IN CONCRETE CURB AT FRONT AND SIDE LOT CORNERS.

LEGEND, ABBREVIATIONS AND RECORD DATA

- O.R. - OFFICIAL RECORDS
- P.M. - PARCEL MAP
- K.C.S. - KERN COUNTY SURVEYOR
- K.C.S.C.M - KERN COUNTY SURVEYOR'S CONCRETE MONUMENT
- K.C.S.F.M. - KERN COUNTY SURVEYOR'S FILED MAP
- L.S. - LAND SURVEYOR
- P.M. - PARCEL MAP
- I.P. - IRON PIPE
- M.BK./PG. - MAP/BOOK/PAGE
- TYP. - TYPICAL
- P - 10' WIDE PUBLIC UTILITY EASEMENT
- WAIVER OF VEHICULAR ACCESS
- DISTINCTIVE BORDER
- CITY/COUNTY LIMIT LINE
- PHASE LINE
- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT WITH BRASS CAP MARKED PLS 9047 PER CITY STANDARD ST-22
- SET 1/2" REBAR AND CAP STAMPED PLS 9047
- FOUND 1/2" REBAR AND CAP STAMPED PLS 9047 PER TRACT 7394 PHASE 2, M.BK. 69, PG. 1
- FOUND 2" IRON PIPE TAGGED PLS 9047 SET BY P.M. NO. 12412 P.M. BK. 62, PG. 80
- FOUND 2" IRON PIPE TAGGED PLS 9047 PER TRACT 7393 PHASE 2, M.BK. 67, PG. 81
- FOUND 2" IRON PIPE TAGGED PLS 9047 PER TRACT 7393 PHASE 3, M.BK. 67, PG. 111
- R1 - RECORD PER P.M. NO. 12412, P.M. BK. 62, PG. 81
- R2 - RECORD PER TRACT 7393 PHASE 2, M.BK. 67, PG. 81
- R3 - RECORD PER TRACT 7393 PHASE 3, M.BK. 67, PG. 111
- R4 - RECORD PER TRACT 7393 PHASE 4, M.BK. 67, PG. 164
- R5 - RECORD PER TRACT 7394 PHASE 1, M.BK. 68, PG. 53
- R6 - RECORD PER TRACT 7394 PHASE 2, M.BK. 69, PG. 1



RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____________ , 20 ______, AT ___:__.M. IN BOOK _____ OF MAPS AT PAGE _______, AT THE REQUEST OF MICHAEL E. DAUSTER.

LAURA AVILA — KERN COUNTY ASSESSOR/RECORDER

BY: ____________________ DEPUTY RECORDER

SHEET 2 OF 2 SHEETS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of McFarland
Attn: Community Development Director
401 W Kern Avenue
McFarland, CA 93250

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and 27383

[Space above this line for Recorder's Use Only]

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION REFERENCE DATA

FINAL TRACT MAP NO. 7394 Phase 3 & 4 ("Final Map" herein)

BASED ON VESTING TENTATIVE TRACT MAP NO. 7394

NAME OR TRACT NUMBER OF SUBDIVISION:	TRACT 7394 ("Subdivision" herein)
LEGAL DESCRIPTION OF PROPERTY:	See Exhibit A — Legal Description of Property (the "Property" herein) located at 060-090-32
NAME AND ADDRESS OF SUBDIVIDER:	Leora, LLC 6501 Fruitvale Avenue Bakersfield CA 93308
CITY COUNCIL RESOLUTION OF APPROVAL NO.:	Resolution No. 2025-159("Resolution of Approval" herein)
IMPROVEMENT PLANS:	Tract 7394 Grading Plan Tract 7394 Sewer / Storm Drain Plans Tract 7394 Street Improvements Plans Tract 7394 Water Plans (hereinafter "Improvement Plans," which include all Subdivision specifications.)
IMPROVEMENTS:	See Exhibit B — Schedule of Improvements and Section 1.A below

ESTIMATED TOTAL COSTS OF IMPROVEMENTS:	PERFORMANCE $________ PAYMENT $________ WARRANTY $________ (hereinafter "Estimated Total Costs")
FORM OF IMPROVEMENT SECURITY:	[x] Surety Bonds [ ] Deposit of Money [ ] Other: ____________
NAME AND ADDRESS OF SURETY:	______________________
SURETY BOND NUMBERS:	______________
EFFECTIVE DATE OF AGREEMENT:	______________
COMPLETION PERIOD:	All Improvements of Subdivision shall be completed within one year from the Effective Date of the Agreement (hereinafter, "Completion Period").

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of McFarland, a California municipal corporation (the "City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation the Final Map for Phase 3 & 4 of the Subdivision, as identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A vesting tentative tract map of the Subdivision was previously approved by the City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. In connection with approval of Tract 7394, the City also approved the Development Agreement, dated September 16th, 2021 by and between the City and Subdivider, recorded on November 3, 2021 as Document No. 22120744[redacted] in the Official Records of the County of Kern ("Development Agreement").

D. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the Improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

E. In consideration of approval of the Final Map for the Subdivision by the City Council, the Subdivider desires to enter into this Agreement whereby the Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. The Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City, as set forth herein.

F. Improvement Plans, as designated above in the Subdivision Reference Data, for the construction, installation and completion of the improvements identified in Exhibit B hereto, have been prepared by the Subdivider, approved by the Director of Public Works or his/her designee (the "Director"), and are on file in the office of the Director. Said Improvement Plans are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, the Subdivider and the City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole cost and expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Resolution of Approval, the Development Agreement, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee and warranty (as set forth in Section 5 of this Agreement) the Improvements generally described in Exhibit B and more specifically described in the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the Director, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by the City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between the Subdivider and the City.

C. Subject to any time extensions granted in accordance with Section 6 of this Agreement, the Subdivider shall complete all Improvements within the Completion Period specified in the Subdivision Reference Data.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 4 of this Agreement. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the Director of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public property, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement or any work related to the Subdivision. Any such replacement or repair shall be subject to the approval of the Director.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the Improvements, and shall bear all risks of loss or damage to the Improvements, until the expiration of the required one-year guarantee and warranty period as specified herein. Neither the City, nor its officers, officials, employees, agents or volunteers, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. In addition to and separate from: (i) the indemnity obligations contained in Section 9 of this Agreement; (ii) the care, repair and maintenance obligations contained in Subsection F of Section 1 of this Agreement; and (iii) the warranty and guarantee provisions of Section 5 of this Agreement, the Subdivider shall repair and correct any defect in the construction of the rolled curb and gutters installed in the Subdivision for a period of two (2) years after the City's acceptance of said improvements, provided the City provides notice to the Subdivider of the existence of the defect within that time period, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of the Subdivider.

H. The Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all taxes required by law. Additionally, the Subdivider shall pay all fees and costs required by the City's ordinance or resolution per the terms of the Development Agreement, including but not limited to, building permit fees, final map filing fee, final map plan check fees, final map monumentation fees, grading permit fees, plan check and review fees, encroachment permit fees, and inspection fees.

I. Not less than fifteen (15) days prior to commencement of work on the Improvements, the Subdivider shall give written notice to the Director of the date fixed for such commencement of work so that the Director shall have adequate time to schedule all necessary inspections.

J. Subdivider shall provide the City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Resolution of Approval prior to the acceptance of Improvements and release of bonds or other security.

2. SOILS TESTING AND REPORT

A. In the event the Director determines that soil testing is required for the Improvements, the Subdivider shall employ and pay for a Soils Engineer acceptable to the Director of the City and the Soils Engineer shall perform materials testing, construction control testing, interpretation of test results, and design for the Improvements in accordance with the requirements set forth in Improvement Plans, and to the extent applicable, the APWA Standard Plans for Public Works Construction (Southern California Chapter) (popularly known as, and hereinafter, the "Greenbook"), as approved by City.

B. The Soils Engineer shall provide the City the reports containing the results of the testing, the interpretation of the results and the Improvement design done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing, interpretation, and design have been done properly in accordance with the applicable provisions of the Greenbook, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to the City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the Director.

3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the Improvements in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement as though set forth at length herein: Improvement Plans, as designated above in the Subdivision Reference Data, on file in the office of the Director.

Consistent with the offers of dedication shown on the Final Map, Subdivider irrevocably offers the public Improvements within City right of way and property, to City for public use.

4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the Director and other City personnel and inspection consultants.

B. Upon completion of the work on all of the Improvements specified in Exhibit B, the Subdivider may request, in the form of a written letter, a final inspection by the Director. Within twenty (20) days of receipt of the written letter request, the Director shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the Director determines that all of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the Director shall certify that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City, the Director's certification shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the Director or some other official of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and certification for completeness in accordance with the City's formally adopted fees and rates.

C. Acceptance of all of public Improvements by the City Council (or other specified official) shall be made upon recommendation and certification of the Director following inspection of said public Improvements pursuant to Subsection B above. The City Council (or other specified official) shall act upon the Director's recommendation that such public Improvements have been completed within thirty (30) days following certification by the Director. A Notice of Completion ("NOC") shall be recorded immediately after the City Council has accepted the Improvements as complete. Acceptance by the City Council (or other specified official) of the Improvements, or by the governing body of the entity that is to accept dedication or ownership of all or part of the Improvements, shall not constitute a waiver by the City or such other public entity of any defects in the Improvements.

5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. Subject only to Section 1.G, within the one-year period commencing on the date the NOC is recorded if any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, any of the materials comprising the Improvements, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. This guarantee and warranty on behalf of the Subdivider shall be separate from and in addition to the Improvement Security defined and described in Section 7A(3) of this Agreement.

B. Should the Subdivider fail or refuse to act promptly or in accordance with Subsection A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction. The City shall provide a bill to the Subdivider of the total costs of such repair, replacement, or reconstruction, and the Subdivider shall immediately reimburse the City for those total costs. If the Subdivider does not immediately pay the total costs incurred, the City may opt to tender on the Subdivider's Improvement Securities as defined in Subsection 7A, and/or take any other lawful actions to recover any nonpayment or deficiency.

6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause, the duration of the Completion Period for any or all of the Improvements may be extended by the Director. As used herein, "good cause" may include, without limitation: delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; actions or failure to act by the native American monitors(s); and the order of any court or the City.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an Improvement Security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the Director may require the Subdivider to furnish new or modified Improvement Security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Costs, as determined by the Director.

7. IMPROVEMENT SECURITY

A. Prior to the City's execution of this Agreement, the Subdivider shall provide as security to the City the following (collectively, "Improvement Securities" and individually, an "Improvement Security"):

1. For Performance: Performance Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data. With this Performance Security, the Subdivider assures faithful performance under this Agreement, as demonstrated by the City's acceptance, in accordance with the Resolution of Approval and Improvement Plans.

2. For Payment: Payment Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data. With this Payment Security, the Subdivider guarantees payment to all contractors, subcontractors, laborers,

material suppliers, and other persons employed in the performance of the agreement and referred to in Part 6 (commencing with Section 8000) of Division 4 of the California Civil Code.

3. For Warranty: Warranty Security in an amount equal to one hundred percent (100%) of the Estimated Total Costs, as set forth in the Subdivision Reference Data, must be provided before final completion and the acceptance of any category of Improvements by the City. With this Warranty Security, the Subdivider guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 5 hereof.

A. Each Improvement Security shall be a bond issued by a California admitted surety insurer or insurers having a Best rating of A or AA in substantially the form set forth in Exhibit C, attached to this Agreement and incorporated by this reference, and shall be subject to the approval and acceptance by the City Attorney and the City Council. If, in the opinion of the City, any surety or sureties thereon (i) become insolvent or liquidated, or any bond cannot be tendered upon for the full penal sum For any reason; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with a valid surety bond from a solvent surety or sureties in the amount of the full penal sum within thirty (30) days after receiving from City written demand therefor.

B. Each Improvement Security shall be kept on file with the City Clerk. If a surety bond is replaced by another approved bond, the Subdivider shall submit the replacement bond to the City Clerk, and upon acceptance by the City Attorney, the replacement Improvement Security shall be deemed to have been made a part of and incorporated into this Agreement. Upon approval by the City Attorney of a replacement bond, the former Improvement Security shall be released.

C. The Subdivider shall automatically increase the amount of each Improvement Security by an amount equal to ten percent (10 %) of the deposited security every year, subject to the provision that the Director may at any time determine that a greater increase in the amount of the Improvement Security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional Improvement Security within thirty (30) days after receiving demand and justification therefor.

D. Modifications of the Improvement Plans and the Improvements, not exceeding ten percent (10%) of the original Estimated Total Costs, shall not relieve or release any Improvement Security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Costs, Subdivider shall furnish additional Improvement Securities for performance, payment, and guarantee as required by Subsection A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements. Alternatively, the Subdivider may provide official notice from the surety company that it acknowledges receipt of the modified Improvement Plans and that the existing bonds have been amended to reflect the new penal sum, which shall be in the amount of the revised Estimated Total Costs, and that the existing bonds shall therefore apply to warrant the Project as revised.

E. All Improvements shall be completed within the Completion Period listed in the Subdivision Reference Data. Subject to any time extensions granted in accordance with Section

6 herein, if the Subdivider has not completed the Improvements within this specified time, the Subdivider shall be in default.

F. Alternatively, in the event of a default by the Subdivider pursuant to Section 12, and after written notice to Subdivider and reasonable opportunity to cure, the City, at its sole option, shall have the right, without limiting any other rights and remedies available to the City at law or in equity, to draw upon or utilize any or' all Improvement Securities furnished herewith to construct and install the Improvements itself.

8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Performance Security shall be released in full upon the occurrence of both of the following:

1. All "Public Improvements" (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners or a private community association) shall be first completed, certified completed by the Director and then accepted as complete by the City Council.

2. All private Improvements (Improvements that are to be owned by individual property owners or a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then certified as complete by the Director.

B. Partial releases or reductions in the Subdivider's Performance Security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the Director shall review and comment or approve the completion of the required work within 45 days. If the Director does not agree that all work has been completed in accordance with the plans and specifications for the improvements, the Director shall supply a list of all remaining work to be completed within this 45-day period.

Within 45 days of receipt of the list of remaining work from the Director, the Subdivider may then provide cost estimates for all remaining work for review and approval by the Director. Upon receipt of the cost estimates, the Director shall then have 45 days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for a partial release as the Director otherwise deems appropriate.

If the Director approves the cost estimate, the Director shall release all Performance Security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of Performance Security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original Performance Security unless the Director allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the Performance Security, subject to the approval of the Director. If substitute bonds or other security is used as a replacement for the Performance Security released, the release shall not be effective unless and until the Director receives and approves that form of replacement security. A reduction in the Performance Security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required Public Improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the Improvements.

The Subdivider shall complete the works of improvement until all items are accepted by the City.

Upon the completion of the work on all of the Improvements specified in Exhibit B, the Subdivider, or his or her assigns, shall request in writing a final inspection in accordance with Subsection 4B, and within thirty (30) days of the Director's certification that the project is complete, the release of any remaining performance security shall be placed upon the agenda of the City Council for approval of the release of any remaining performance security.

C. Payment Security shall, after passage of the time within which claims of lien are required to be recorded pursuant to Part 6 (commencing with Section 8000) of Division 4 of the California Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the City Council, and if no claims have been recorded, the security shall be released in full.

D. The partial release provisions of this Section 8 shall not apply to any required guarantee and warranty period required by Section 66499.9 of the California Government Code for the guarantee or warranty nor to the amount of the Warranty Security deemed necessary by the City for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within sixty (60) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement Performance Security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. if at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such Improvement Security shall be promptly released.

F. In the event the time periods for action by the City or other governmental agency specified in this Section conflict with a shorter or longer time period for such actions as provided in California Government Code Section 66499.7 or 66499.8, the time periods in Government Code Section 66499.7 and 66499.8 shall control.

9. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, officials, employees, agents and volunteers (collectively, "City Personnel"), shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective or inferior methods, materials, workmanship, or design (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees, contractors, subcontractors and agents, except as limited by California Civil Code, Section 2782 or to the extent caused by the City's negligence or willful misconduct. Subdivider shall indemnify, hold harmless and defend the City and City Personnel from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults, including Subdivider's acts or failure to act.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or City Personnel, prepared, supplied or reviewed any Improvement Plans in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City and City Personnel shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, including without limitation, design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's design or construction of Improvements. The Subdivider's indemnity obligations hereunder shall remain in effect for one (1) year following acceptance of the respective Improvement(s) by the City Council.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City and City Personnel to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided the City gives the Subdivider prompt written notice of such claim.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City and City Personnel to the extent of the indemnity above provided.

10. INSURANCE

A. The following coverages shall be obtained and maintained by Subdivider on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor. Subdivider may satisfy insurance requirements contained herein by Subdivider's master insurance policies covering other operations and locations.

B. Insurance During Construction. Subdivider shall obtain and maintain the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on Insurance Services Offices ("ISO") ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence for all coverages and two million dollars ($2,000,000) general aggregate. City and City Personnel shall be added as additional insureds using ISO Form CG 20 10 11 85, or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any City Personnel. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

C. Insurance After Construction. Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall obtain and maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the ISO broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available. This requirement may be satisfied through a combination Builders' Risk and Property Insurance master policy at Subdivider's option.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance as unobtainable shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 100% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence for all coverages and two million dollars general

aggregate. City and City Personnel shall be added as additional insureds using ISO Form CG 20 10 11 85, or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any City Personnel.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

D. Provisions Pertaining to Insurance Provided by Subdivider.

All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability policies using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide complete copies of all required insurance policies, including without limitation, any endorsements modifying coverage in any way, upon request from City.

Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such evidence shall be in the form of a certificate of insurance.

Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). The requirement for general liability may be satisfied by Subdivider through the procurement of CIP policies covering some or all of the subcontractors. Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all certificates of insurance obtained in compliance with this Section will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than five million dollars ($5,000,000) for each occurrence, until the warranty period specified in this Agreement expires.

Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 6 of this Agreement, failure to complete construction and installation of the Improvements or any of them by the Completion Date;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the guarantee and warranty period required by Subsection 5(A) of this Agreement, or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 6 of this Agreement, failure to perform substantial work on the Improvements or on any of them, after commencement of work on same, for a period of thirty (30) days after written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within the time period specified in the Agreement for the performance of that obligation, or if no time is specified, within thirty (30) days after written notice thereof from the City.

B. The City reserves to itself all remedies available to it at law or in equity for any breach of the Subdivider's obligations under this Agreement. After written notice to the Subdivider of alleged default and failure by the Subdivider to promptly commence the cure of any alleged default and diligently prosecute such cure to completion, the City shall have the right, without limitation of other rights or remedies, to tender against, draw upon or utilize any or all Improvement Securities furnished hereunder to complete the Improvements, or request said surety take over and complete the Improvements, or otherwise mitigate the City's damages in the event of the Subdivider's default.

C. The Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, the City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

D. Following the written notice of alleged default and failure by the Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to the Subdivider as may be on the site of the work and necessary for the performance of the work. The Subdivider hereby consents to such entry by the City and its representatives, including employees, agents, and contractors, upon any real property in the Subdivision owned by the Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following the Subdivider's default.

E. The Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, the City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, the City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by the Subdivider.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

13. RELATIONSHIP OF THE PARTIES

Neither the Subdivider, nor any of the Subdivider's contractors, subcontractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of the Subdivider's obligations under this Agreement. The Subdivider shall not, at any time or in any manner, represent or allow representation by its contractors, subcontractors, employees or agents that any of them are contractors, subcontractors, employees or agents of the City.

14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this Subsection A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve the Subdivider of its obligations hereunder. If the Subdivider intends to sell the entire Subdivision to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of Improvement Securities. Upon the City's approval of the novation and substitution of Improvement Securities, the Subdivider may request a release or reduction of the Improvement Securities furnished pursuant to this Agreement.

15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or be given by certified United States Mail, return receipt requested, or by nationally recognized overnight courier, addressed as follows:

If to the City:	City of McFarland Attn: City Manager 401 W Kern Avenue McFarland, CA 93250
With a copy to:	Nathan M. Hodges, City Attorney [redacted]
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if sent by certified mail, shall be deemed effective on the date of delivery or attempted delivery shown on the return receipt, and notices given by overnight courier shall be deemed effective one (1) business day following delivery to the overnight courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, as specified herein.

16. ENTIRE AGREEMENT

This Agreement, along with the Resolution of Approval and Development Agreement approved previously by the City, constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to its subject matter, supersedes all negotiations, prior discussions and preliminary agreements. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the Director.

17. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

18. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data, the Recitals, and Exhibits A, B, and C are attached hereto and incorporated into this Agreement.

19. GOVERNING LAW; VENUE

This Agreement shall be governed by the domestic laws of the State of California, without regard to its laws regarding choice of applicable law. Venue for any action relating to this Agreement shall be in the Kern County Superior Court.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

21. LIENS

Subdivider represents and warrants that Subdivider owns the Property, and that there are no encumbrances on the Property that would prohibit or interfere with this Agreement or the rights granted to City hereunder, and that there are no monetary liens (except for property taxes and assessments not yet delinquent) affecting the Property.

22. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

LEORA, LLC "SUBDIVIDER"

B[redacted]
Its: [redacted]

Date: 6/29/26

"CITY"
CITY OF MCFARLAND

By: ______________________________
Saul Ayon, Mayor

ATTEST:

By: ______________________________
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Nathan Hodges, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Kern)

On June 29, 2026 before me, Claudia Sandoval, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [redacted] **(Seal)**

CLAUDIA SANDOVAL
Notary Public - California
Kern County
Commission # 2532214
My Comm. Expires Sep 23, 2029

INSERT NOTARY

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Kern, City of McFarland, described as follows:

Being a subdivision of a portion of Parcel 2 of Parcel Map No. 12412, recorded August 10, 2021, in Parcel Map Book 62, at Pages 81 thru 83, in the office of the Kern County Recorder. Also being a portion of the North Half of the Southeast Quarter of Section 14, Township 26 South, Range 25 East, M.D.B.&M in the City of McFarland, County of Kern, State of California.

APN: 060-090-32-00-0

EXHIBIT B

SCHEDULE OF IMPROVEMENTS FOR

FINAL TRACT MAP NO. 24-00

CATEGORIES OF IMPROVEMENTS

	Sewer Condition #69	**Drainage** Condition #70	**Water** Condition #71	**Street** Condition #66-68	**Grading**	**Total**
Estimated Total Cost	**$26101.50**	**$3,536.00**	**$22,528.50**	**$73,306.10**	**$3,957.30**	**$129,429**
Performance Security	**$26101.50**	**$3,536.00**	**$22,528.50**	**$73,306.10**	**$3,957.30**	**$129,429**
Payment Security	**$26101.50**	**$3,536.00**	**$22,528.50**	**$73,306.10**	**$3,957.30**	**$129,429**
Warranty Security	**$26101.50**	**$3,536.00**	**$22,528.50**	**$73,306.10**	**$3,957.30**	**$129,429**

EXHIBIT C

Form of Improvement Securities
Surety Bond

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO [redacted]
$ 5,048.00 **premium is for**
a term of One (1) **year(s)**
Annually Renewable Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, Leora, LLC, as Principal, and Merchants Bonding Company (Mutual), a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of McFarland as Obligee, in the penal sum of Three Hundred Eighty-Eight Thousand, Two Hundred Eighty-Eight Dollars and 00/100 ($ 388,288.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, identified as Tract 7394, Phase 3 & 4 is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now therefore, the condition of this obligation is such that is the above bounden principal, his or its heirs, executors, administrators, successor or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on May 27, 2026

PRINCIPAL: Leora, LLC

[redacted]

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 5/27/26 before me, Holly Day Myers, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[redacted]

HOLLY DAY MYERS
COMM. #2554014
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAY 18, 2030

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc , (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Katherine DuPont; Ryan Tash; Shannon Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

[redacted]

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

[redacted]

(Expiration of notary's commissio[redacted]
does not invalidate this instrumen[redacted]

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of May , 2026.

[redacted]

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

POA 0018 (5/25)

SUBDIVISION

LABOR AND MATERIAL BOND

Annually Renewable Bond
BOND N[redacted]
Premium Included In Performance Bond
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Leora, LLC , as Principal, and Merchants Bonding Company (Mutual) , a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of McFarland as Obligee in the penal sum of Three Hundred Eighty-Eight Thousand, Two Hundred Eighty-Eight Dollars and 00/100 ($ 388,288.00) DOLLARS, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the City of McFarland State of California as Obligee, for the designated public improvements in the subdivision identified as Tract 7394, Phase 3 & 4 , as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of McFarland to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the City of McFarland and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure for material furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of McFarland in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on May 27, 2026 .

PRINCIPAL: Leora, LLC

[redacted]

ID-1093 (CA) Subdivision Labor and Material Bond (REV. 1/01)

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 5/27/26 before me, Holly Day Myers, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[redacted]

HOLLY DAY MYERS
COMM. #2554014
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAY 18, 2030

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Katherine DuPont; Ryan Tash; Shannon Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933 — MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003 — MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

By [redacted]

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

[redacted]

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of May , 2026.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933 — MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003 — MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

[redacted]

Secretary

POA 0018 (5/25)

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: July 22, 2026

TO:	Honorable Mayor and Council Members
FROM:	Diego Viramontes, City Manager Serrena McCuan, Human Resources Director
SUBJECT:	Approval of Resolution No. 2026- 93 A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA AUTHORIZING EMPLOYER PICK-UP OF CALPERS MEMBER CONTRIBUTIONS PURSUANT TO INTERNAL REVENUE CODE SECTION 414(h)(2)

SUMMARY:

The proposed contract with the California Public Employees' Retirement System (CalPERS) establishes retirement system participation for employees classified as Local Safety Members, specifically local police officers. The contract provides eligible employees with the 2.7% at age 57 retirement formula in accordance with the Public Employees' Pension Reform Act (PEPRA), allowing them to earn service credit and retirement benefits through CalPERS. The City will remain responsible for all required employer retirement contributions, including normal costs and any unfunded accrued liability, as determined through CalPERS' annual actuarial valuation. All required procedural steps under the California Government Code, including adoption of a Resolution of Intention, a public hearing, and adoption of an ordinance approving the contract, have been completed.

The accompanying resolution authorizes the City to implement the tax-deferred employer pick-up of member-paid retirement contributions under Internal Revenue Code Section 414(h)(2) for eligible Local Safety Members. This allows required employee retirement contributions to be made on a pre-tax basis by the City and remitted directly to CalPERS, providing employees with a tax-deferral benefit without changing the amount of required contributions, retirement benefits, or the City's overall retirement funding obligations.

FINANCIAL IMPACT:

Implementation of the employer pick-up provisions under IRC Section 414(h)(2) will not increase the City's retirement contribution obligations or create additional costs. The resolution changes only the tax treatment of employee-paid retirement contributions by allowing them to be made on a pre-tax basis. The City will continue to remit the required retirement contributions to CalPERS in accordance with the approved contract and applicable law.

RECOMMENDATION:

Adopt Resolution No. 2026-93 authorizing the City of McFarland to implement the tax-deferred employer pick-up of member-paid retirement contributions for Local Safety Members pursuant to Internal Revenue Code (IRC) Section 414(h)(2).

ATTACHMENTS:

1. Calpers Resolution

RESOLUTION NO. 2026-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE TAX-DEFERRED EMPLOYER PICK-UP OF MEMBER-PAID CONTRIBUTIONS PURSUANT TO INTERNAL REVENUE CODE SECTION 414(H)(2) FOR LOCAL SAFETY MEMBERS PARTICIPATING IN THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

WHEREAS, the City of McFarland has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

WHEREAS , the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the City of McFarland has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to Local Safety Members who are members of the CalPERS.

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

1. That the City of McFarland will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the CalPERS on behalf of all its employees or all its employees in a recognized group or class of employment who are members of CalPERS. "Employee contributions" shall mean those contributions to CalPERS which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
2. That the contributions made by the City of McFarland to CalPERS, although designated as employee contributions, are being paid by the City of McFarland in lieu of contributions by the employees who are members of CalPERS.
3. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of McFarland to CalPERS.
4. The City of McFarland shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary.
5. That the amount of the contributions designated as employee contributions and paid by the City of McFarland to CalPERS on behalf of an employee shall be the entire contribution required of the employee by CalPERS (California Government Code sections 20000, et seq.).

6. That the contributions designated as employee contributions made by City of McFarland to CalPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalPERS.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

CalPERS ID: 7355823380

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2) EMPLOYER PICK-UP

WHEREAS, the City of McFarland has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the City of McFarland has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to Local Safety Members who are members of the CalPERS:

NOW, THEREFORE, BE IT RESOLVED:

I. That the City of McFarland will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the CalPERS on behalf of all its employees or all its employees in a recognized group or class of employment who are members of CalPERS. "Employee contributions" shall mean those contributions to CalPERS which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.

II. That the contributions made by the City of McFarland to CalPERS, although designated as employee contributions, are being paid by the City of McFarland in lieu of contributions by the employees who are members of CalPERS.

III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of McFarland to CalPERS.

IV. The City of McFarland shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary.

V. That the amount of the contributions designated as employee contributions and paid by the City of McFarland to CalPERS on behalf of an employee shall be the entire contribution required of the employee by CalPERS (California Government Code sections 20000, et seq.).

VI. That the contributions designated as employee contributions made by City of McFarland to CalPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalPERS.

PASSED AND ADOPTED by the governing body of the City of McFarland this 22nd day of July, 2026.

BY ____

(Signature of Official)

____

(Title of Official)

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: PUBLIC HEARINGS
Meeting Date: July 22, 2026

TO:	Honorable Mayor and Council Members
FROM:	Diego Viramontes, City Manager Brianahi De Leon, Senior City Planner
SUBJECT:	Approval of Resolution No. 2026-88 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A VARIANCE FOR HEIGHT AND SETBACKS ON A BLOCK WALL PROPOSAL AT 392 MARIA COURT AS REFLECTED IN EXHIBIT A

SUMMARY:

The applicant, David Heredia, applied for two variances for his project proposal. The variances were presented to Planning Commission on July 1, 2026 and both requests were rejected. In response, the applicant applied for an appeal to City Council. David Heredia is requesting for a variance to allow an increase in allowable height for a block wall along Browning Road and for a reduction in the required setbacks. The property is located at 392 Maria Court and is identified as APN 201-380-10. Section 17.12.050 of the McFarland Municipal Code states that the side yard setbacks for a corner lot shall be not less than 10 feet. Section 17.136.180 states that no rear or side yard fence, wall, or hedge shall exceed a height of six (6) feet. Currently, Heredia has a wooden fence along the Northern part of his fence at a height of 6 feet and a metal fence along Browning Road and Maria Court at a height of 4 feet. The metal fence was installed without a permit and is installed along the landscape and utilities easement. The Public Works Department confirmed that a water meter is located on this easement. Heredia is requesting a variance to install a block wall where the original metal fence was installed and at a height of 8 feet along Browning Road versus the required minimum of 6 feet as reflected in Exhibit B. Their request states "I am asking for approval on a 8 feet tall block wall, as my house sits 2 feet higher". The full letter is attached and reflected in Exhibit C. City staff conducted an in-person site visit of the proposal site and of neighboring properties with similar slopes. It was discovered that neighboring properties also had walls abutted to the sidewalk; however, they still met the height requirements. Fences higher than 6 feet also pose a safety concern.

FINANCIAL IMPACT:

All fees and permits are paid by the applicant. The applicant paid a non-refundable variance fee of $1,500

RECOMMENDATION:

City Staff recommends City Council consider and approve the set-back variance with the condition and understanding that if future road expansion or utility access is requested that the resident shall remove the block wall and/or allow access. City Staff does not recommend approval of the height variance as it poses safety concerns and may set a precedent for all future fences.

ATTACHMENTS:

1. EXHIBIT A: SITE LOCATION
2. EXHIBIT B: PROPOSAL
3. EXHIBIT C: APPLICANT LETTER
4. EXHIBIT D: EXISTING FENCE

RESOLUTION NO. 2026-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A VARIANCE FOR HEIGHT AND SETBACKS ON A BLOCK WALL PROPOSAL AT 392 MARIA COURT AS REFLECTED IN EXHIBIT A

WHEREAS, the applicant David Heredia submitted a request for a variance to allow an increase in allowable height for a block wall along Browning Road and for a reduction in the required setbacks; and

WHEREAS, the property location is at 392 Maria Court; and

WHEREAS, also identified as APN 201-380-10; and

WHEREAS, the applicable zoning regulations require a maximum height of six (6) feet for fences or walls and a setback minimum of ten (10) feet; and

WHEREAS, the applicant is requesting a eight (8) feet tall block wall to be placed along the landscape and utilities easement; and

WHEREAS, public notice of the hearing was provided in compliance with the McFarland Municipal Code; and

WHEREAS, the Planning Commission has reviewed the staff report, application materials, and recommendations, and finds that the requested variance is minor in nature and will not be materially detrimental to the public welfare or injurious to surrounding properties.

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

1. The approval of the requested is for an extension in the maximum height standards and a reduction in the minimum setback standards for the property located at 392 Maria Court and is subject to the following conditions:
    a. The project shall be installed in substantial conformance with the plans approved.
    b. This variance applies only to the setbacks identified herein and does not authorize any

other zoning deviation.

c. All construction shall comply with applicable building and fire codes.
d. Building permits must be applied for and approved prior to construction.
e. Any modification to the approved plans shall be subject to staff review and approval.
f. Access to all utilities must be given.
g. If a street expansion

2. Considers and directs staff to implement the approved variance in accordance with this resolution.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____

Nathan Hodges, City Attorney

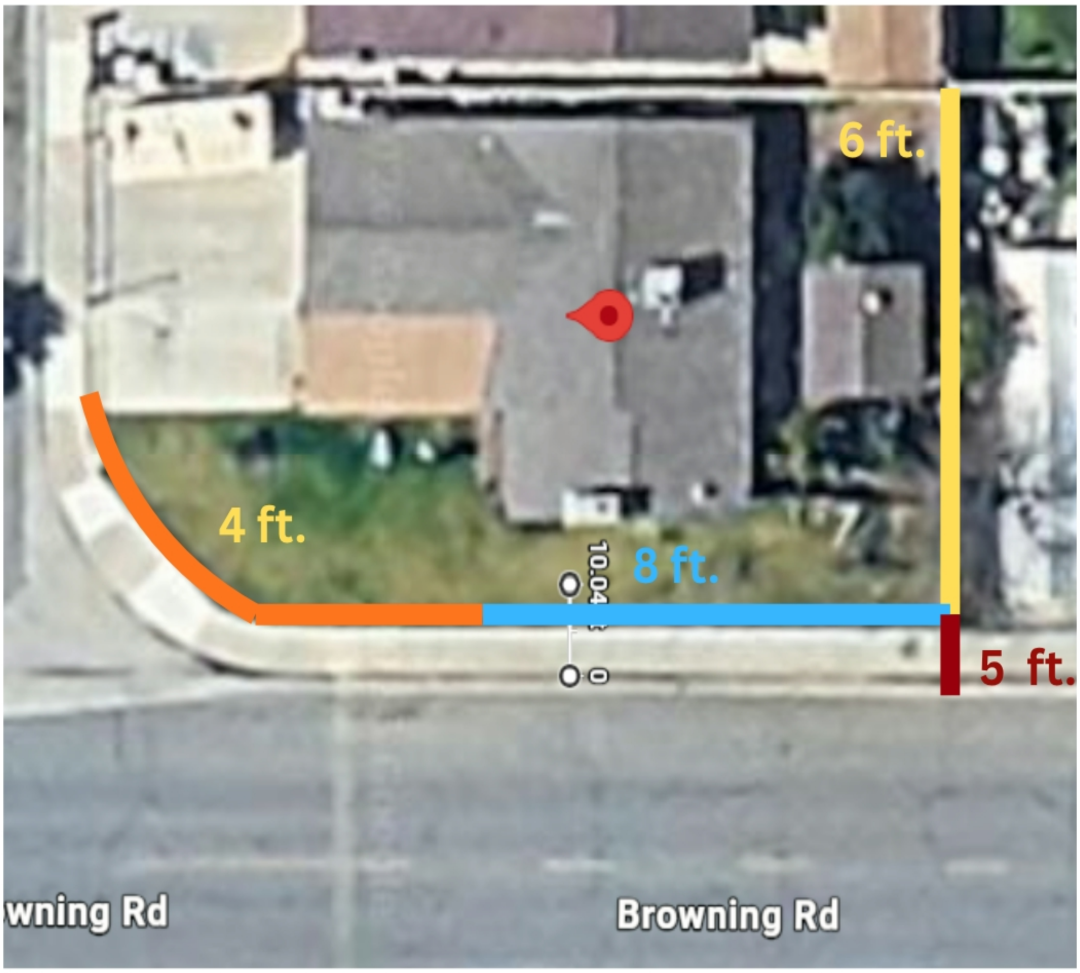
EXHIBIT A:

SITE LOCATION

EXHIBIT B:

COMPARISION

REQUIRED



PROPOSAL

EXHIBIT C:

LETTER FROM APPLICANT

May 4, 2026

To Whom it may concern,

I am asking for approval on a 8 feet tall block wall, as my house sits 2 feet higher. I'm putting new block wall behind my house which will be 6 ft tall and it will look awkward with a 6 ft tall connected to it.

Sincerely,

David [illegible]

EXHIBIT D:

EXISTING FENCE

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: PUBLIC HEARINGS
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Economic Development Manager
Brianahi De Leon, Senior City Planner

SUBJECT: Waive Full Reading and Introduce Ordinance No. 6-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 10 ACRES LOCATED ALONG SHERWOOD AVENUE BETWEEN BROWNING ROAD AND BLANCO PARK, AFFECTING PORTIONS OF APNS 201-190-04 AND 201-190-13, FROM M-2 AND C-1 TO C-2, CONSISTENT WITH THE CITY OF MCFARLAND GENERAL PLAN

SUMMARY:

The City of McFarland is initiating a zone change amendment for approximately 10 acres located along Sherwood Avenue between Browning Road and Blanco Park. The affected area consists of portions of APNs 201-190-04 and 201-190-13. The property is owned by the Milicic Steve Trust. Approximately 3 acres of the subject area are currently zoned M-2, and approximately 7 acres are currently zoned C-1. The proposed City-initiated amendment would rezone the affected 10-acre area to C-2.

The purpose of the proposed amendment is to bring the City's zoning map into conformity with the City's adopted General Plan. The General Plan land use map identifies the area for commercial land use, including Commercial Highway and Commercial Retail designations, while the existing zoning map continues to show portions of the property as M-2 and C-1. The uploaded land use and zoning map exhibit shows the General Plan land use map on page 1 and the zoning map on page 2.

This action is not associated with a specific private development application, site plan, subdivision, conditional use permit, or building permit. No physical development is proposed or approved as part of this action. The proposed zone change is a City-initiated legislative action intended to ensure consistency between the City's zoning regulations and the adopted land use policy direction established through the General Plan.

PROJECT DESCRIPTION

The proposed project is a City-initiated amendment to the Official Zoning Map to rezone approximately 10 acres located along Sherwood Avenue between Browning Road and Blanco Park from M-2 and C-1 to C-2.

The affected area includes portions of APNs 201-190-04 and 201-190-13. Approximately 3 acres are currently zoned M-2, and approximately 7 acres are currently zoned C-1. The proposed zoning designation for the entire 10-acre area is C-2.

The purpose of the zone change is to establish zoning consistency with the General Plan land use designations applicable to the property. The City's adopted General Plan serves as the guiding document for land use and development decisions, and the Land Use Element designates the location, distribution, and intensity of housing, commercial, industrial, open space, educational, public facility, recreational, and related uses.

No development project is proposed at this time. Future development of the property would remain subject to all applicable City zoning standards, development review procedures, public works requirements, building code requirements, and any applicable environmental review.

EXISTING CONDITIONS

The subject area is located along Sherwood Avenue between Browning Road and Blanco Park. The area consists of approximately 10 acres within portions of APNs 201-190-04 and 201-190-13.

The current zoning is split between two zoning classifications:

Existing Zoning	**Approximate Acreage**	**Proposed Zoning**
M-2	3 acres	C-2
C-1	7 acres	C-2
Total	**10 acres**	**C-2**

The zoning map provided by the City identifies existing M-2 and C-1 zoning in the subject area. The General Plan land use map identifies the broader planned land use pattern for the area, including commercial designations.

GENERAL PLAN CONSISTENCY

The proposed zone change is intended to implement the City's adopted General Plan. The General Plan identifies the Land Use Element as the required element that provides a guide for future development and growth for planners, developers, decision-makers, and the public. The General Plan also states that the Land Use Element establishes the framework for all other elements by designating the location, distribution, and intensity of major land use categories.

The General Plan's Preferred Growth Alternative includes commercial growth as part of the City's future development pattern. The General Plan describes the Preferred Growth Alternative as including commercial uses along Highway 99 to serve pass-through traffic and identifies commercial and industrial development along Highway 99 as part of the City's future land use vision. The General Plan also identifies Land Use Goal LU 1 as "a well-balanced mix of uses" and Goal LU 3 as "compatible land uses."

The proposed C-2 zoning classification is more consistent with the commercial land use direction shown in the General Plan than the existing M-2 and C-1 zoning split. The M-2 zoning designation reflects an industrial classification, while the General Plan map identifies the site for commercial land use. The C-1 zoning designation is commercial in nature but is more limited than the proposed C-2 district and does not provide a uniform zoning classification across the entire 10-acre subject area.

The proposed amendment would therefore promote internal consistency between the General Plan and the Zoning Map by assigning a commercial zoning district to property planned for commercial use. This amendment does not change the General Plan land use designation, does not approve a development project, and does not authorize any specific use or construction activity. Instead, it implements the General Plan by aligning the zoning map with the land use designations already adopted by the City Council.

ZONING ANALYSIS

The existing zoning pattern includes approximately 3 acres of M-2 zoning and approximately 7 acres of C-1 zoning. This split zoning condition creates an internal inconsistency with the planned commercial land use pattern shown in the General Plan and may complicate future land use review for the affected properties.

The proposed C-2 designation would establish a single commercial zoning classification across the affected 10-acre area. This would provide a clearer and more consistent regulatory framework for future commercial use of the property, subject to all applicable City review procedures and development standards.

Because no specific development proposal is being considered, the City Council's action is limited to the legislative rezoning of the property. Any future development proposal would be evaluated separately for consistency with zoning standards, development standards, infrastructure requirements, access, circulation, drainage, utilities, public services, and any environmental review required at that time.

CEQA ANALYSIS

The proposed zone change is eligible for environmental streamlining pursuant to CEQA Guidelines Section 15183. Section 15183 applies to projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified, and limits additional environmental review to project-specific significant effects that are peculiar to the project or site, were not analyzed in the prior EIR, were not addressed as off-site or cumulative impacts, or would be more severe based on substantial new information.

The proposed action is consistent with the General Plan land use designations applicable to the property. The amendment does not change the General Plan land use map, does not increase development intensity beyond the commercial land use pattern contemplated by the General Plan, and does not approve a specific development project. Instead, it implements adopted General Plan policy by bringing the zoning map into conformity with the planned commercial land use designations.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with the proposed zone change. The amendment is a City-initiated legislative action intended to bring the Zoning Map into conformity with the General Plan. Future development, if proposed, may generate land use application fees, building permit fees, development impact fees, property tax revenue, sales tax revenue, or other fiscal effects depending on the nature of the future proposal. No such development proposal is currently before the City Council.

RECOMMENDATION:

City Council hold Public Hearing and Introduce Ordinance No. 6-2026 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 10 ACRES LOCATED ALONG SHERWOOD AVENUE BETWEEN BROWNING ROAD AND BLANCO PARK, AFFECTING PORTIONS OF APNS 201-190-04 AND 201-190-13, FROM M-2 AND C-1 TO C-2, CONSISTENT WITH THE CITY OF MCFARLAND GENERAL PLAN

ATTACHMENTS:

None

ORDINANCE NO. 6-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 10 ACRES LOCATED ALONG SHERWOOD AVENUE BETWEEN BROWNING ROAD AND BLANCO PARK, AFFECTING PORTIONS OF APNS 201-190-04 AND 201-190-13, FROM M-2 AND C-1 TO C-2, CONSISTENT WITH THE CITY OF MCFARLAND GENERAL PLAN

Section 1. Recitals

WHEREAS, the City of McFarland is authorized to adopt and amend zoning regulations and zoning maps for the purpose of implementing the City's General Plan and protecting the public health, safety, and welfare; and

WHEREAS, the City of McFarland adopted the City of McFarland 2040 General Plan on August 26, 2021; and

WHEREAS, the General Plan serves as the City's guiding document for land use and development decisions, and the Land Use Element designates the location, distribution, and intensity of land uses within the City; and

WHEREAS, the City has initiated a zone change affecting approximately 10 acres located along Sherwood Avenue between Browning Road and Blanco Park, consisting of portions of APNs 201-190-04 and 201-190-13; and

WHEREAS, approximately 3 acres of the affected area are currently zoned M-2, and approximately 7 acres of the affected area are currently zoned C-1; and

WHEREAS, the City proposes to rezone the affected 10-acre area to C-2 in order to establish consistency between the Official Zoning Map and the General Plan land use designations applicable to the property; and

WHEREAS, the General Plan land use map identifies the area for commercial land use, while the current zoning map shows portions of the area as M-2 and C-1; and

WHEREAS, the proposed zone change does not approve any specific development project, subdivision, site plan, conditional use permit, building permit, grading permit, or other development entitlement; and

WHEREAS, future development of the property shall remain subject to all applicable provisions of the McFarland Municipal Code, development standards, public works requirements, building code requirements, and environmental review requirements; and

WHEREAS, the City Council conducted a duly noticed public hearing on July 22, 2026, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has reviewed and considered the staff report, the General Plan, the zoning map, the land use map, the CEQA Guidelines Section 15183 consistency analysis, and all oral and written testimony presented prior to and during the public hearing; and

WHEREAS, the City Council finds that the proposed zone change is consistent with the General Plan and necessary to promote internal consistency between the City's General Plan and Zoning Map; and

WHEREAS, the City Council further finds that the proposed zone change is eligible for environmental streamlining pursuant to CEQA Guidelines Section 15183 because the action is consistent with the City's adopted General Plan land use designations and does not result in project-specific significant environmental effects requiring additional environmental review.

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

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated herein by this reference as findings of the City Council.

SECTION 2. CEQA FINDING

The City Council finds that the proposed zone change is eligible for environmental streamlining pursuant to CEQA Guidelines Section 15183. The proposed action is consistent with the City of McFarland General Plan land use designations applicable to the property and does not approve any physical development or specific development project.

The City Council further finds that no additional environmental document is required because the proposed zone change does not result in project-specific significant environmental effects that are peculiar to the project or site, were not analyzed in the prior General Plan EIR, were not addressed as off-site or cumulative impacts, or would be more severe based on substantial new information.

SECTION 3. GENERAL PLAN CONSISTENCY FINDING

The City Council finds that the proposed zone change is consistent with the City of McFarland General Plan. The amendment implements the commercial land use pattern established by the General Plan by rezoning the affected property to C-2. The proposed amendment does not change the General Plan land use designation and does not authorize development beyond the land use pattern contemplated by the General Plan.

SECTION 4. OFFICIAL ZONING MAP AMENDMENT

The Official Zoning Map of the City of McFarland is hereby amended to rezone approximately 10 acres located along Sherwood Avenue between Browning Road and Blanco Park, affecting portions of APNs 201-190-04 and 201-190-13, from M-2 and C-1 to C-2.

The City Manager, Community Development Director, City Planner, City Engineer, or their designee is authorized and directed to revise the Official Zoning Map to reflect the zoning designation adopted by this Ordinance.

SECTION 5. NO DEVELOPMENT APPROVAL

This Ordinance does not approve any development project, subdivision, site plan, conditional use permit, building permit, grading permit, or other development entitlement. Any future development proposal for the property shall be subject to all applicable City standards, procedures, and environmental review requirements.

Section 6. 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 7. 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 8. **Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 9. **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 7/22/2026, by the following vote:

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

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

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 July 22, 2026.

ATTEST:

____
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE AGENDA
Meeting Date: July 22, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: CITY COUNCIL RECEIVE AND FILE ELECTIONS CODE SECTION 9212 REPORT. CITY COUNCIL TAKE MINISTERIAL AND MANDATORY ACTION AS REQUIRED UNDER ELECTION CODE SECTIONS 1405 AND 9215 REGARDING THE DAIRY-SPONSORED INITIATIVE PROCESS

SUMMARY:

Initiative Background

On March 23, 2026 the City Clerk received a Notice of Intent to Circulate a Petition and proposed initiative measure from Jess Visser on behalf of West-Star Dairy dba Sherwood Ranch, Top Funder of Initiative of the initiative measure (Elections Code §107). If approved, the initiative measure would modify the Citizens Initiative, submitted in September of 2025, which prohibit Concentrated Animal Feeding Operations (CAFOs) from operating in the City of McFarland and provide a timeframe for any existing CAFOs to cease operations by allowing West-Star Dairy to continue to operate and be exempt from the previously adopted Initiative.

California Constitution article II, §§ 8-11, provides the basis for the initiative power in California. An initiative is "the power of the electors to propose statutes and amendments to the Constitution and to adopt or reject them." (Cal. Const art II, §8(a).) The initiative power also extends to cities and counties. "Initiative and referendum powers may be exercised by the electors of each city or county under procedures that the Legislature shall provide." (Cal Const art II, §11(a).)

In reviewing initiatives, California courts have consistently held that it is "the duty of the courts to jealously guard the right of the people." (*Martin v. Smith* (1959) 176 Cal. App. 2d 117, 117.) Voter action by initiative is so fundamental that it is described "not as a right granted the people, *but as a power reserved by them*." (*Associated Home Builders etc., Inc. v City of Livermore* (1976) 18 Cal. 3d 582, 591)(emphasis added.)

As such, the City Council's duty to adopt a qualified voter-sponsored initiative or place it on the ballot (as discussed in greater detail below), is ministerial and mandatory. (*Native American Sacred Site and Environmental Protection Association et al, v. City of San Juan Capistrano* (2004) 120 Cal. App. 4th 961, 966.)

The statutory procedures for city initiatives are governed by California Election Code sections 9200 to 9226. The initiative process begins with a filing with the City Clerk and a notice of intent to circulate a petition, together with the text of the initiative. (Election Code § 9202(a).) Here, the petition and Measure were received at the end of March.

Soon after, the City Attorney timely prepared and sent a ballot title and summary of the Measure to the City Clerk, consistent with the requirements of Election Code section 9203. The Election Code provides the proponents six (6) months from the receipt of the ballot title and summary to gather enough signatures to qualify the Measure for the ballot.

On May 19, 2026, the proponents submitted a signed petition to the City Clerk. The petitions were transferred to the Kern County Elections Division ("County") to verify the validity of the petition signatures.

On May 22, 2026, the City received official notification from the County that the petition contains 632 valid signatures, which exceeds the 524 signatures required to qualify the Measure on the ballot. Consistent with the requirements of Elections Code section 9210, the Measure has demonstrated the requisite sufficiency to qualify for the ballot.

On June 10, 2026, the City Council adopted Resolution 2026-28 directing staff to prepare an impartial and informational report analyzing the impact and of the Measure on the City pursuant to Elections Code Section 9212 as follows:

1. Fiscal impact of the initiative.
2. Consistency with the city's general and specific plans, including housing and zoning alignment.
3. Effects on land use and housing, including availability, location, and meeting regional housing needs.
4. Impact on infrastructure funding, such as transportation, schools, parks, and open space.
5. Impact on the community's ability to attract and retain businesses and jobs.
6. Impact on the use of vacant parcels.
7. Impact on agricultural land, open space, traffic, business districts, and revitalization areas.

Section 9212 Report

Pursuant to California Elections Code Section 9212, the City prepared the report to evaluate the potential impacts of the proposed initiative on fiscal conditions, land use, housing, infrastructure, economic development, vacant land, and environmental and community conditions. The purpose of this report is to provide the City Council and the public with an objective, fact-based analysis of how the initiative may affect the City's adopted plans, operations, and long-term development strategy.

The analysis focused on the Sherwood/Highway 99 area surrounding and adjacent to the existing dairy operation, which represents the City's primary growth area for future residential, commercial, and industrial development. The City's General Plan, Housing Element, and infrastructure planning documents assume that this area will transition from agricultural uses to urban development in order to accommodate population growth, job creation, and housing needs and served as the primary guiding documents in the analysis.

The 9212 report concludes that adoption of the initiative would create substantial impacts in several areas, including fiscal conditions, land use consistency, Housing Element implementation, RHNA compliance, infrastructure planning, economic development, vacant land utilization, and environmental quality. The report further concludes that the initiative would maintain intensive agricultural use within an area designated for urban development and would therefore conflict with key components of the City's adopted planning framework. The report identifies impacts arising primarily from the continued operation of an intensive agricultural use within a designated urban growth area and should not be interpreted as a finding that dairy operations are incompatible with agricultural areas or other locations where surrounding land uses are similarly agricultural in nature.

Ministerial Action Before Council

Having exercised the option under Election Code 9215 to order the report per Elections Code 9212 and because the Measure has obtained the required number of signatures and qualified for the ballot, and a Certificate of Sufficiency of Initiative has been received and accepted, the City Council has the following options:

1. Adopt the Measure, without alteration, at this meeting. Adoption of the Ordinance would take effect immediately.
2. Pursuant to Election Code section 1405, submit the Measure to the voters at the General Election scheduled for November 3, 2026.

Environmental Impact
If the City Council adopts the Measure or submits the Measure to the voters, both actions are ministerial decisions and not subject to the California Environmental Quality Act ("CEQA"). "When the electorate undertakes to exercise the reserved legislative power, the city has no discretion and acts as the agent for the electorate. In such event, the enactment of the initiative measure is excluded from CEQA compliance." (*Northwood Homes, Inc. v. Town of Moraga* (1989) 216 Cal.App.3d 1197, 1206.)

FINANCIAL IMPACT:

If the City Council chooses to place the matter on the November 3, 2026, General Election, these costs are anticipated to be withing the range of other City ballot measures and will be funded through the 2026-27 budget. Staff will work with the Kern County Elections Office to confirm final cost estimates.

RECOMMENDATION:

City Council receive and file Section 9212 report.

City Council take **one** of the following options:

1. City Council adopt the measure AUTHORIZATION OF EXISTING AND PROHIBITION OF NEW CONFINED ANIMAL FEEDING OPERATIONS without alteration.

2. City Council adopt Resolution No. 2026-## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 AND SUBMITTING TO THE

MCFARLAND ELECTORATE AN INITIATIVE ORDINANCE PROHIBITING CONCENTRATED ANIMAL FEEDING OPERATIONS IN THE CITY OF MCFARLAND

ATTACHMENTS:

1. Section 9212 Report
2. Initaitve Measure to be Submitted to Voters - Concentrated Animal Feeding Operations

RESOLUTION NO. 2026-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 AND SUBMITTING TO THE MCFARLAND ELECTORATE AN INITIATIVE ORDINANCE PROHIBITING CONCENTRATED ANIMAL FEEDING OPERATIONS IN THE CITY OF MCFARLAND

WHEREAS, on May 19, 2026, the proponents of a proposed initiative measure entitled "Authorization of Existing and Prohibition of New Concentrated Animal Feeding Operations" submitted a petition to the City Clerk requesting that the measure be placed before the voters of the City of McFarland; and

WHEREAS, pursuant to California Elections Code section 9210, the City Clerk transmitted the petition to the Kern County Elections Division for examination and verification of the signatures appearing thereon; and

WHEREAS, on May 22, 2026, the Kern County Elections Division certified that the petition contained 632 valid signatures, exceeding the 524 valid signatures required to qualify the initiative petition; and

WHEREAS, the initiative petition has therefore been determined to be sufficient pursuant to California Elections Code section 9210; and

WHEREAS, following certification of the petition's sufficiency, the City Council is authorized pursuant to California Elections Code section 9215 to submit the initiative measure to the qualified voters of the City of McFarland at a municipal election; and

WHEREAS, the City Council has elected to submit the initiative measure to the qualified voters of the City of McFarland at the General Municipal Election to be held on Tuesday, November 3, 2026, which will be consolidated with the statewide election conducted by the Kern County Elections Division ; and

WHEREAS, certain actions are required in connection with the conduct of the election and the submission of the initiative measure to the voters.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of McFarland, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of submitting the following proposed initiative measure:

CITY OF MCFARLAND INITIATIVE ORDINANCE	
Shall the measure to allow the continued operation of the existing dairy in the City of McFarland be adopted?	Yes
	No

SECTION 2. The full text of the ordinance submitted to the voters is attached as Exhibit 'A' and incorporated by reference.

SECTION 3. The City Council will request that the Kern County Clerk/Registrar of Voters include on the ballots and sample the ballots the Measure enumerated above to be voted on by the voters of the qualified electors of the City of McFarland.

SECTION 4. The City Council will also request that the Kern County Clerk/Registrar of Voters that the full text of the proposed measure and the City Attorney's analysis will be printed in Voter Information Pamphlet mailed to all voters in the City of McFarland.

SECTION 5. Passage of this measure requires a majority (50% plus 1) of votes cast at the election for passage.

SECTION 6. The City Council requests that the Kern County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred by said services.

SECTION 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. Arguments in favor or against the proposed measure are permissible and shall be filed with the Kern County Clerk/Registrar in accordance with Elections Code Section 9282.

SECTION 9. The City Manager and City Clerk are authorized to provide input to the Kern County

Clerk/Registrar in determining a letter designation for this measure.

SECTION 10. The Kern County Clerk/Registrar of Voters shall give the appropriate notices for the election and shall conduct the election pursuant to appropriate provisions of the Election Code.

SECTION 11. The City of McFarland acknowledges the Kern County Clerk/Registrar may conduct the election in accordance with Elections Code 10418.

SECTION 12. The City Clerk shall file a certified copy of this resolution with the Kern County Clerk/Registrar of Voters as required by applicable law. The City Clerk is hereby authorized and directed to work with the Kern County Clerk/Registrar of Voters and take all steps necessary to cause placement of the Measure on the ballot.

SECTION 13. The City Clerk and City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution as may be deemed necessary by the Kern County Clerk/Registrar of Voters.

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

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

CITY OF MCFARLAND

____
Saul Ayon, Mayor

ATTEST:

____
Erika De La Cruz, City Clerk

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

APPROVED AS TO FORM:

____
Nathan Hodges, City Attorney

Report to the City Council

Impacts of the Proposed Initiative Pursuant to California Elections Code §9212

July 2, 2026

Table of Contents

Study Area

For purposes of this analysis, the study area consists of the Sherwood Avenue / Highway 99 corridor, including the existing dairy operation, the surrounding annexation area, the proposed Innovation Hub and industrial growth area, and adjacent residential, commercial, mixed-use, and vacant lands identified for future development. This area represents the City's principal planned growth corridor and is the focus of substantial housing, economic development, infrastructure, and transportation investments identified in the General Plan, Housing Element, and related planning documents. Because the potential effects of continued dairy operations extend beyond the boundaries of the dairy property itself, the study area encompasses those surrounding lands where land use compatibility, environmental conditions, infrastructure planning, housing feasibility, and economic development opportunities may be affected. The analyses contained in this report evaluate impacts within this broader planning area rather than solely on the dairy site.

Executive Summary

Pursuant to California Elections Code Section 9212, the City prepared this report to evaluate the potential impacts of the proposed initiative on fiscal conditions, land use, housing, infrastructure, economic development, vacant land, and environmental and community conditions. The purpose of this report is to provide the City Council and the public with an objective, fact-based analysis of how the initiative may affect the City's adopted plans, operations, and long-term development strategy.

The analysis focuses on the Study Area, which represent the City's primary growth area for future residential, commercial, and industrial development. The City's General Plan, Housing Element, and infrastructure planning documents assume that this area will transition from agricultural uses to urban development in order to accommodate population growth, job creation, and housing needs.

The analysis finds that the continuation of dairy operations within this designated growth area would result in a series of interrelated impacts.

From a fiscal perspective, the initiative would reduce the City's ability to realize projected growth in population, housing, and employment, which form the basis of the City's future tax base. The continuation of a low-intensity agricultural use within a strategically located industrial area would limit revenue generation, reduce development fee recovery, and increase infrastructure costs by introducing inefficiencies in planned systems.

With respect to General Plan consistency, the initiative would maintain a land use that is inconsistent with the City's adopted land use designation and long-term growth framework. The General Plan anticipates the transition of this area to urban uses, and the continued operation of a dairy within this corridor creates a fundamental incompatibility with planned development patterns, infrastructure coordination, and economic development objectives.

The most significant impacts arise in the area of housing and RHNA compliance. The City's Housing Element demonstrates sufficient capacity on paper; however, that capacity is concentrated in a limited number of sites within the same growth corridor. The presence of an incompatible use introduces practical constraints on housing feasibility, particularly for lower-income units. As a result, sites identified in the Housing Element may not be realistically developable, creating a risk that the City may be unable to maintain compliance with State housing law.

From an infrastructure standpoint, the initiative would reduce the efficiency and effectiveness of planned investments in water, sewer, storm drainage, and transportation systems. These systems are designed for coordinated urban development and are less effective when required to accommodate incompatible uses within the same area.

The initiative would also have a significant impact on economic development and employment. The Study Area is expected to support substantial job growth, including a net increase of approximately 13,000 new jobs associated with industrial and commercial development. The continuation of dairy operations limits the availability of industrial land

and constrains surrounding parcels, reducing the City’s ability to attract businesses and create employment opportunities.

The impact on vacant land is similarly significant. Although large portions of the Study Area are designated for development, they have remained undeveloped in part due to existing land use conditions. The continuation of the dairy extends these conditions, creating a de facto development constraint zone that limits the practical usability of vacant parcels and prevents the realization of planned growth.

Finally, the initiative would result in ongoing environmental and community impacts, including continued groundwater quality risk, exposure to flood-related contamination pathways, persistent odor and air quality impacts, and reduced quality of life for existing and future residents. These impacts are cumulative and extend beyond the dairy site to affect surrounding lands and the broader community.

Collectively, the analysis demonstrates that the continuation of dairy operations within a planned growth area creates a chain of impacts affecting the City’s fiscal stability, land use framework, housing obligations, infrastructure efficiency, economic development potential, and environmental conditions. These impacts are interconnected and reinforce one another, limiting the City’s ability to implement its adopted plans and meet State-mandated requirements. Importantly, the impacts identified in this report arise primarily from the continued operation of an intensive agricultural use within a designated urban growth area and should not be interpreted as a finding that dairy operations are incompatible with agricultural areas or other locations where surrounding land uses are similarly agricultural in nature. Rather, the analysis concludes that the conflict results from the location of the dairy within an area planned for urban development and the resulting incompatibility with the City’s long-term growth strategy.

1. FISCAL IMPACT §9212(a)(1)

Pursuant to Elections Code Section 9212(a)(1), the City has evaluated the fiscal impacts associated with the proposed initiative, including both direct costs and long-term effects on revenue, infrastructure planning, and economic growth.

This analysis relies in part on the City's development impact fee study for the Study Area, which establishes the scale of planned growth, infrastructure requirements, and land use assumptions that form the basis of the City's long-term fiscal framework.

1.1 Impact on Planned Growth and Fiscal Base

The City's adopted planning framework anticipates significant growth associated with the annexation area. Based on the development impact fee analysis, the City is projected to grow from approximately 13,870 residents to 33,220 residents, representing an increase of approximately 19,350 people. During the same planning horizon, total dwelling units are projected to increase from approximately 3,480 units to 10,630 units, while employment is projected to increase from approximately 4,162 jobs to 17,195 jobs, representing a net increase of approximately 13,033 jobs.

A substantial portion of this growth, particularly employment growth, is tied to industrial and commercial development within the annexation area. The development plan encompasses approximately 2,100 gross acres, including approximately 1,785 net developable acres, with significant portions designated for industrial development within the M-1 and M-2 zoning categories.

These projections form the basis for the City's anticipated future tax base, including property tax growth, sales tax generation, business activity, and employment-related economic benefits. The continuation of dairy operations within this area constrains the ability to realize this growth by reducing land available for industrial and mixed-use development, limiting opportunities to attract employment-generating uses, and creating compatibility conditions that may discourage private investment

Conclusion: The initiative reduces the City's ability to achieve projected growth in population, housing, and employment, thereby constraining long-term revenue generation.

1.2 Reduced Industrial and Commercial Revenue Potential

The annexation land use plan designates a substantial portion of the study area for industrial, commercial, and mixed-use development. This includes several hundred acres of M-1 and M-2 industrial land as well as commercial and mixed-use designations intended to support employment, services, and economic activity.

These land uses are important to the City's fiscal structure because they generate sales tax revenue, higher assessed property values, business license revenue, and broader economic activity associated with employment and commerce. The continuation of dairy operations within this area produces substantially lower municipal revenue potential and limits the City's ability to convert strategically located land into higher-value economic uses.

The impact extends beyond the dairy parcel itself. As discussed elsewhere in this report, the presence of the dairy constrains surrounding parcels and reduces the effective size and usability of planned industrial and commercial development areas.

Conclusion: The initiative would result in the loss of long-term revenue associated with industrial and commercial development across both the subject site and adjacent lands.

1.3 Increased Infrastructure Costs and Reduced Efficiency

The annexation study identifies substantial infrastructure investments required to support planned development, including significant improvements to both water and wastewater systems. Wastewater infrastructure investments are estimated at approximately $37.5 million, with approximately $30.2 million attributable to the annexation area. In addition, water system improvements include construction of four new municipal wells at an estimated cost of approximately $26 million.

These investments are based on the assumption that the annexation area will develop with a balanced mix of residential, commercial, industrial, and employment-generating land uses. Maintaining dairy operations within this planning framework creates inefficiencies because infrastructure systems must accommodate fundamentally different and often incompatible land use patterns. The result is greater complexity in service delivery, fragmented development patterns, and increased design and operational challenges where agricultural and urban infrastructure systems intersect. In addition, flooding and environmental conditions associated with the dairy may increase long-term stormwater management, drainage, and water quality costs.

Conclusion: The initiative reduces the efficiency of planned infrastructure investments and may increase both capital and long-term operational costs.

1.4 Reduced Return on Public Investment

The development impact fee framework allocates infrastructure costs based on projected growth and development within the annexation area. These projections include approximately 10,223 additional equivalent dwelling units (EDUs), with estimated infrastructure costs of approximately $2,955 per EDU for wastewater infrastructure and $2,543 per EDU for water infrastructure.

These planned infrastructure investments are intended to be offset through development occurring at the scale assumed in the General Plan and annexation planning documents. To the extent that dairy operations constrain development activity, fewer residential units, industrial facilities, and commercial projects may ultimately be constructed. This reduces development fee revenue and requires fixed infrastructure costs to be spread across a smaller development base.

As a result, the City may experience a reduced return on infrastructure investments and increased fiscal pressure over time as cost recovery assumptions become more difficult to achieve.

Conclusion: The initiative constrains the financial assumptions underlying development impact fee recovery and reduces the City's ability to fully recover infrastructure costs.

1.5 Cumulative Fiscal Impact

When considered together, the fiscal impacts of the initiative are both direct and structural. Based on the City's development impact fee framework and projected growth assumptions, the Study Area is expected to generate tens of millions of dollars in infrastructure fee revenue, including approximately $56 million in combined water and wastewater development fees associated with planned buildout.

To the extent that development within this area is constrained, a corresponding reduction in development activity would directly reduce the City's ability to recover these infrastructure investments. Because these systems are designed and funded based on anticipated growth, any reduction in development results in a smaller fee-paying base over which fixed costs must be allocated.

In addition to reduced cost recovery, the initiative would limit the City's ability to realize long-term revenue associated with industrial, commercial, and residential development. Land designated for higher-value uses would remain underutilized, and the associated tax base, particularly from employment-generating uses, would not be fully realized.

Taken together, these impacts result in:

- Reduced industrial and commercial land availability and associated revenue potential
- Loss of projected employment-related economic activity
- Increased infrastructure costs and reduced efficiency in system design and operation
- Lower development fee revenue and diminished cost recovery
- A long-term reduction in the City's revenue-generating capacity

Summary Finding

Based on the City's adopted growth projections and infrastructure planning framework, the proposed initiative is expected to have a significant negative fiscal impact. The continuation of dairy operations within the annexation growth area reduces the amount of land available for high-value development, limits the City's ability to realize projected employment and population growth, and reduces the fiscal assumptions supporting major public infrastructure investments.

To the extent development within the area is constrained, the City's ability to recover infrastructure costs, supported by development impact fees associated with planned buildout, estimated in the tens of millions of dollars, would be correspondingly reduced. Over time, these effects would result in reduced revenue, increased costs, and diminished fiscal sustainability for the City.

2. GENERAL PLAN AND STATE LAW CONSISTENCY (§9212(a)(2))

Pursuant to Elections Code Section 9212(a)(2), the City has evaluated the proposed initiative's consistency with the City's General Plan, including the internal consistency of its elements, and applicable State laws governing land use, housing, and development. The General Plan serves as the City's constitution for land use and development, establishing a long-term framework for growth, infrastructure, economic development, and community form.

Under California law, the General Plan is not advisory. Government Code Section 65860 requires that zoning and land use decisions be consistent with the General Plan, and all City actions, including voter initiatives, must be evaluated against this framework. Accordingly, the analysis below evaluates whether the continuation of dairy operations within a designated growth area is consistent with the City's adopted planning policies and long-term land use strategy.

2.1 Land Use Element Consistency: Industrial and Urban Development Designation

The project site is located within an area designated for industrial and future urban development under the City's General Plan. The Land Use Element establishes a long-term pattern of development in which certain areas transition from agricultural uses to higher-intensity urban uses, including industrial, commercial, and residential development.

The continuation of dairy operations at this location represents a direct conflict with that framework. The General Plan does not contemplate the indefinite continuation of intensive agricultural uses within areas specifically designated to support future employment-generating and urban land uses. Rather, it anticipates a transition that allows the City to accommodate growth in an orderly and economically productive manner.

This inconsistency is not simply conceptual. The industrial designation reflects the City's intent to reserve strategically located land, particularly land with access to Highway 99, for uses that support job creation, economic development, and tax base expansion.

Conclusion: The initiative is inconsistent with the Land Use Element because it maintains a use that conflicts with the City's adopted industrial land use designation and long-term urban development strategy.

2.2 Urban Form and Growth Strategy: Disruption of Planned Development Pattern

The General Plan promotes a pattern of compact, contiguous urban development, supported by efficient infrastructure and coordinated land use planning. Growth is intended to occur in a manner that avoids fragmentation and maximizes the efficient extension of public services.

The continued operation of a dairy within this designated growth area disrupts that pattern by creating a physical and functional barrier to development. Rather than allowing for coordinated expansion of industrial, commercial, and residential uses, the dairy introduces a large, incompatible use in the middle of a planned growth corridor.

This results in:

- Fragmentation of developable land
- Inefficiencies in infrastructure planning and service delivery
- Constraints on adjacent parcel development

The presence of a long-term incompatible use constrains the City's ability to implement the growth strategy evaluated in its General Plan and associated environmental documents.

Conclusion: The initiative is inconsistent with the General Plan's growth strategy because it creates discontinuous development patterns and limits the City's ability to achieve planned urban form.

2.3 Environmental Justice: Concentration of Environmental Burdens

The General Plan includes policies addressing environmental justice, which require the City to reduce exposure to environmental hazards and avoid concentrating pollution-generating uses near residential areas, particularly in disadvantaged communities.

Dairy operations generate odors, particulate emissions, ammonia, and other potential environmental effects. Where such uses are located near existing or planned residential areas, they may impose localized environmental burdens that are inconsistent with these policies.

The continuation of dairy operations within a planned growth area, particularly one expected to accommodate future housing, runs counter to the General Plan's objective of reducing environmental burdens and improving quality of life for residents.

Conclusion: The initiative conflicts with Environmental Justice policies that require reduction of environmental burdens and avoidance of incompatible uses near residential areas.

2.4 Air Quality and Public Health Consistency

The General Plan includes policies to reduce exposure to harmful air pollutants and protect public health. Dairy operations are recognized sources of emissions, including ammonia, particulate matter precursors, and dust, which can affect nearby sensitive land uses.

Where residential development is planned or expected, these emissions create compatibility concerns that must either be mitigated or avoided through land use planning. The continuation of the dairy in a growth area intended for urban uses introduces conditions that are inconsistent with policies designed to minimize exposure to air contaminants.

Conclusion: The initiative is inconsistent with General Plan policies related to air quality and public health by maintaining a use that generates emissions in proximity to planned sensitive receptors.

2.5 Land Use Compatibility and Buffering Requirements

The General Plan requires that incompatible land uses be appropriately separated or buffered to protect public health and safety. This principle is widely recognized in land use planning and reflected in regional practices, including various countywide dairy elements, which establishes minimum separation distances between dairies and residential or urban uses.

While those County standards do not govern within the City, they provide relevant context demonstrating that meaningful separation is necessary to maintain compatibility between dairy operations and residential development. The absence of such separation in this case creates a condition where either:

- Development is constrained, or
- The dairy becomes incompatible as the area urbanizes

In effect, the initiative creates a land use condition that cannot be fully reconciled through buffering or mitigation.

Conclusion: The initiative creates an irreconcilable compatibility conflict contrary to General Plan policies requiring separation and buffering between incompatible uses.

2.6 Circulation and Transportation Consistency

The General Plan's Circulation Element promotes a transportation system that supports urban development, including pedestrian safety, local circulation, and efficient movement of goods and services.

The operational characteristics of the dairy, including truck traffic, equipment movement, and agricultural operations, are not aligned with the type of circulation system envisioned for a planned urban and industrial growth area. In addition, the site's proximity to planned improvements, including interchange and overpass infrastructure, further underscores its role in the City's long-term transportation network.

Maintaining a dairy operation in this location introduces conflicts with the intended use and function of this corridor.

Conclusion: The initiative is inconsistent with the Circulation Element because it maintains a land use that conflicts with the City's planned transportation system and infrastructure improvements.

2.7 Infrastructure and Public Services Consistency

The General Plan assumes that urban infrastructure, including water, sewer, and storm drainage systems, will be extended and coordinated to support planned growth areas. Dairy operations rely on fundamentally different systems, including on-site waste management and storage, which are not compatible with urban infrastructure planning.

The continued presence of a dairy in a growth area complicates the extension, design, and operation of public infrastructure, particularly in areas affected by flooding or environmental constraints.

Conclusion: The initiative is inconsistent with the General Plan's infrastructure policies because it impedes coordinated infrastructure planning and efficient service delivery.

2.8 Economic Development and Industrial Land Use Strategy

The General Plan places a strong emphasis on economic development, job creation, and the preservation of industrially designated land for employment-generating uses. The subject property is located in a highly strategic area with proximity to Highway 99, making it particularly suitable for industrial and commercial development.

The continuation of dairy operations represents an underutilization of this land and limits the City's ability to attract businesses and generate employment opportunities.

Conclusion: The initiative is inconsistent with the City's economic development policies because it prevents the use of designated industrial land for job-generating activities.

2.9 Long-Term Planning Intent and Agricultural Transition

The General Plan distinguishes between agricultural lands intended for long-term preservation and those identified for future urbanization. The subject property is located within an area designated for transition to urban uses.

The continuation of the dairy extends an agricultural use beyond the timeframe and location anticipated by the City's planning framework, effectively delaying or preventing the intended transition.

Conclusion: The initiative is inconsistent with the General Plan's long-term planning intent by maintaining an agricultural use in an area designated for urban development.

Summary Finding

Based on the analysis above, the proposed initiative would result in multiple and substantial inconsistencies with the City of McFarland General Plan, including conflicts with land use designation, growth strategy, environmental justice policies, air quality standards, infrastructure planning, transportation systems, and economic development objectives.

These inconsistencies are not isolated. They are cumulative and mutually reinforcing, affecting the City's ability to implement its adopted plans and policies in a coordinated and effective manner.

Accordingly, the initiative is inconsistent with the City's General Plan framework and creates significant challenges for the City's ability to carry out its long-term land use, economic, and infrastructure objectives in compliance with State law.

3. LAND USE, HOUSING, AND RHNA IMPACTS (§9212(a)(3))

Pursuant to Elections Code Section 9212(a)(3), the City has evaluated the proposed initiative's effect on the use of land, the availability and location of housing, and the City's ability to meet its Regional Housing Needs Allocation ("RHNA"). Elections Code Section 9212 expressly authorizes this form of analysis as part of a report to the legislative body concerning the effects of a proposed initiative measure.

This analysis focuses on the area on the east side of the city, south of Sherwood Avenue, and adjacent to State Route 99, because that area is one of the principal locations identified in the City's Housing Element for future residential growth, including lower-income, moderate-income, and above moderate-income housing. As shown in the City's RHNA and housing sites analysis, the City's 2023–2031 RHNA obligation totals 244 units, consisting of 82 lower-income units, 45 moderate-income units, and 117 above moderate-income units, and the City's adopted inventory demonstrates a total potential capacity of 802 units, or approximately 229 percent of the City's RHNA requirement. Within that total, the City identifies a lower-income capacity of 145 units on vacant mixed-use parcels, moderate-income capacity of 48 units on vacant mixed-use parcels plus 128 units in the Milicic Study Area, and above moderate-income capacity of 30 units on vacant mixed-use parcels, 17 units on downtown vacant infill parcels, and 414 units in the Milicic Study Area.

The significance of these figures is not merely that the City shows surplus capacity on paper. Rather, the City's ability to maintain compliance depends on the continued feasibility of a relatively concentrated group of sites located within the Study Area and in the Milicic Study Area. If those sites are materially constrained by incompatible surrounding land uses, then the City's practical ability to maintain the housing inventory assumed in the Housing Element is diminished, even if the land use designations themselves remain unchanged.

3.1 Reliance on Identified Housing Element Sites to Meet RHNA

The City's Housing Element establishes a clear policy framework requiring the City to maintain an adequate housing supply across all income categories. Goal 1 calls for "an adequate supply of affordable housing for all income levels," and Policy Pol-1.1 requires the City to designate an adequate number of housing sites, for both rental and ownership opportunities, sufficient to accommodate the City's share of regional housing needs for each income classification. This requirement is carried forward in Program Prg-1.1, which requires the City to ensure annually that sufficient sites are maintained throughout the planning period to accommodate RHNA and to avoid triggering the No Net Loss provisions of State law.

The City's Housing Element does not rely on a broad, dispersive supply of interchangeable parcels. Instead, it relies on a targeted set of opportunity areas. The housing capacity mapped in the Housing Element shows that the City's lower-income capacity is concentrated in vacant large mixed-use parcels in the Study Area, where the City identifies 145 lower-income units. Moderate-income capacity is similarly concentrated in a limited number of sites, including 20 moderate-income units on downtown vacant infill parcels, 48 moderate-income units on vacant mixed-use parcels, and 128 moderate-income units in the Milicic Study Area. Above moderate-income capacity depends heavily on the Milicic Study

Area (414 units), supplemented by 30 above moderate-income units on vacant mixed-use parcels and 17 units on downtown infill parcels.

This concentration matters. The City's numerical surplus is only meaningful if the sites that create that surplus remain available, suitable, and realistically developable over the planning period. Where the City's housing strategy depends on a small group of large sites in a single growth corridor, land use conditions affecting that corridor necessarily have an outsized impact on the City's Housing Element implementation. In other words, the issue presented by the initiative is not whether the City can point to a theoretical number of units in a table; it is whether the City can continue to rely on the sites that generate those units as realistic components of its housing inventory.

The continuation of dairy operations in or immediately adjacent to this area directly affects that question. The City's Housing Element assumes that these mixed-use, infill, and annexation sites can be brought forward for residential development. Where an ongoing dairy operation creates operational, environmental, and compatibility constraints in the same area, the factual basis for that assumption is materially weakened. That result conflicts directly with Policy Pol-1.1 and Program Prg-1.1, both of which depend on the City maintaining a viable and defensible site inventory throughout the planning period.

Conclusion: The initiative affects a concentrated group of Housing Element sites that are fundamental to the City's RHNA compliance strategy. By introducing conditions that reduce the feasibility of these sites, the initiative weakens the assumptions underlying the City's Housing Element and creates uncertainty regarding the continued availability of sufficient and realistic housing opportunities necessary to meet State housing requirements.

3.2 Land Use Compatibility and the Functional Loss of Housing Capacity

The Housing Element also requires that housing sites be located in places where residential development can occur in a manner that is practical, livable, and compatible with surrounding uses. Policy Pol-1.10 directs the City to designate locations where adequate facilities are available near services and amenities for the development of multifamily dwellings if such development is consistent with neighborhood character. Policy Pol-1.7 requires the dispersal of low-income housing throughout new residential projects to the extent practical, and Policy Pol-1.8 requires subsidized and assisted low-income housing to be distributed throughout the city rather than concentrated in particular areas or neighborhoods.

The Study Area is one of the principal areas in which the City seeks to implement these policies. It is precisely the type of area that can support mixed-use and multifamily development because of its access, visibility, and relationship to future growth. However, the continuation of dairy operations within this same area introduces a type of land use conflict that directly undermines the Housing Element's assumptions.

The City does not have its own standalone dairy element, Nevertheless, typical dairy elements provide relevant regional planning context because it illustrates how land use incompatibility between dairies and sensitive uses is commonly addressed in the region. For example, Dairy Elements often includes a minimum one-quarter-mile separation between dairies and residentially zoned land, a recommended one-half-mile separation between dairies and urban communities, the use of Dairy Concentration Areas in appropriate unincorporated locations, and restrictions on new dairy development near city limits and areas planned for urban expansion. Those standards demonstrate that regional planning practice recognizes the need for meaningful buffer distances between dairy operations and residential or urban development in order to reduce odor, air quality, nuisance, and compatibility conflicts.

The housing sites identified by the City's Housing Element in the Study Area are exactly the kind of urbanizing and mixed-use areas that regional dairy planning standards are designed to protect from conflict. Where the County seeks to avoid these conflicts through distance and siting controls, the proposed initiative would instead maintain an existing dairy use in immediate proximity to planned residential growth areas. The effect is not just a planning inconsistency in the abstract. It is a practical impediment to housing development. Even if a site remains designated for mixed-use or residential development, its utility as part of the City's Housing Element inventory is materially reduced if adjacent conditions make housing more difficult to entitle, finance, market, or occupy.

For this reason, the continuation of dairy operations should be understood as causing a functional loss of housing capacity. Units may remain counted in the City's inventory, but they become less likely to actually materialize during the planning period. That is especially true for the City's principal lower-income housing opportunity in the mixed-use parcels near Highway 99, where the Housing Element relies on 145 lower-income units. Those sites constitute the City's principal lower-income surplus. If their development feasibility is compromised, the City's lower-income RHNA strategy is affected first and most severely.

Conclusion: The continuation of dairy operations within the Study Areagrowth area creates land use compatibility constraints that reduce the practical development potential of nearby housing sites. As a result, housing units identified in the City's Housing Element may become less likely to materialize, reducing the effectiveness of the City's housing strategy and constraining residential growth within a key opportunity area.

3.3 Increased Development Costs and Reduced Housing Feasibility

The Housing Element not only requires the City to identify sites, it also requires the City to reduce barriers to housing development. Policy Pol-1.2 directs the City to adopt policies, regulations, and procedures that do not add unnecessarily to the cost of housing while still attaining other important City objectives. Similarly, Program Prg-1.3 calls for zoning updates to facilitate low- and moderate-income housing and to increase density and mixed-use development opportunities, while Program Prg-1.10 seeks to "unshackle and speed up housing production" by streamlining regulatory requirements, reducing permit delays, and reducing or deferring fees that delay residential development.

The continued presence of a dairy adjacent to planned housing areas operates in direct opposition to these objectives. Where a housing site is located in proximity to a use widely recognized as generating odor, emissions, dust, and nuisance effects, the burden of resolving that incompatibility falls on the housing project rather than on the land use framework. Projects may require additional environmental review, design modifications, buffering, and other mitigation measures. These added requirements increase the cost of development and lengthen the entitlement process.

This dynamic is especially significant for lower-income and moderate-income housing. Affordable housing development is typically more sensitive to delay and cost escalation than market-rate development because financing is layered, subsidy resources are competitive, and project feasibility margins are comparatively thin. A site that is burdened by additional incompatibility-related costs is materially less likely to support affordable housing, even if the site remains nominally available in the City's inventory.

This effect is reinforced by the regional planning logic reflected in the reviewed dairy elements. As noted above, separation standards exist precisely because they avoid the need to solve these incompatibilities project by project. Where adequate separation is not maintained, the cost and complexity of mitigation shifts to each incremental development proposal. In this case, the initiative would perpetuate that condition in one of the City's most important housing growth areas.

The consequence is a direct conflict with Policy Pol-1.2, Program Prg-1.3, and Program Prg-1.10. Rather than reducing unnecessary housing costs and facilitating the development of mixed-use and affordable housing, the initiative would impose additional external constraints that make housing harder and more expensive to build.

Conclusion *The initiative introduces additional constraints that increase development costs, lengthen entitlement timelines, and reduce housing feasibility, particularly for affordable and workforce housing projects. These impacts are inconsistent with Housing Element policies and programs intended to reduce barriers to housing production and support the timely development of identified housing sites.*

3.4 Effects on Housing Distribution, Lower-Income Housing, and Citywide Housing Strategy

The Housing Element repeatedly emphasizes the importance of distributing housing opportunities, particularly lower-income housing, throughout the city rather than concentrating them in isolated locations. Policy Pol-1.7 seeks dispersal of low-income housing throughout new residential projects, and Policy Pol-1.8 directs that low-income housing produced through subsidies, incentives, or regulatory programs be distributed throughout the city rather than concentrated in specific neighborhoods. These policies reflect not only fair housing objectives but also the practical recognition that the City must maintain a broad enough range of feasible sites to accommodate RHNA over time.

The initiative threatens that strategy by constraining one of the City's principal lower-income opportunity areas. The Housing Element relies on the Study Area mixed-use parcels for 145 lower-income units, which is a substantial share of the City's lower-income strategy. If these sites become less feasible because of persistent incompatibility with surrounding dairy operations, the City does not simply lose a set of abstract units. It loses the ability to distribute lower-income housing across a strategically important part of the city. That, in turn, risks forcing affordable housing into a narrower range of sites, contrary to the dispersal policies the Housing Element seeks to implement.

The initiative also affects the City's broader citywide strategy by constraining the relationship between downtown infill, mixed-use development, and annexation planning. The Housing Element shows 20 moderate-income units and 17 above moderate-income units on downtown vacant infill parcels, with major additional capacity in the Milicic Study Area and the mixed-use parcels south of Sherwood. These are not isolated buckets of capacity; they are part of an integrated land use and housing strategy. If the Study Area is materially constrained, the City's ability to implement that integrated strategy is weakened. Sites that were intended to complement each other in meeting RHNA may no longer do so effectively. That result is inconsistent with the Housing Element's overall direction under Goal 1, as well as Policies Pol-1.7, Pol-1.8, and Pol-1.10.

Conclusion: By constraining one of the City's primary lower-income housing opportunity areas, the initiative limits the City's ability to distribute housing opportunities throughout the community and implement its broader housing strategy. These impacts disproportionately affect lower-income housing and reduce the flexibility of the City's Housing Element site inventory.

3.5 Relationship to Infrastructure, Services, and Timing of Housing Delivery

The City's housing strategy also assumes that residential growth can be supported by public facilities and services in a timely manner. Program Prg-1.7 requires the City to modify the zoning code to establish written procedures granting priority water and sewer service to developments with units affordable to lower-income households, and Program Prg-1.8 calls for the City to pursue funding to expand sewer capacity by 2030. These programs reflect the simple proposition that housing production depends not only on land designation, but on the coordinated availability of infrastructure and services.

The Study Area is one of the areas where these infrastructure investments are intended to support growth. Maintaining a dairy operation in this area interferes with that coordinated planning framework. Where residential and mixed-use growth is expected to occur alongside future infrastructure improvements, the presence of an operational dairy creates an additional layer of land use conflict that complicates site planning, investment timing, and service coordination.

More importantly, because the City's lower-income and mixed-use housing opportunity is concentrated in this area, any delay in bringing these sites forward affects the City's timing for RHNA implementation. A site that remains technically designated for housing but is delayed or deterred by surrounding incompatibility does not serve the same function as a site that can move forward under the assumptions reflected in the Housing Element. That disconnect is particularly significant given Program Prg-1.1, which requires annual monitoring of sufficient sites and services to avoid triggering No Net Loss requirements.

In this regard, the initiative creates not only a land use problem but also an implementation problem. It limits the City's ability to align sites, services, and timing in the manner contemplated by Programs Prg-1.1, Prg-1.7, and Prg-1.8.

Conclusion: The initiative complicates the coordinated delivery of housing, infrastructure, and public services within a designated growth area. By introducing additional development constraints, it limits the City's ability to align investment, infrastructure expansion, and *housing production in the manner contemplated by the Housing Element and related implementation programs.*

3.6 RHNA Compliance Risk and Exposure Under State Housing Law

The cumulative effect of the foregoing impacts is a material risk to the City's compliance with State housing law. Program Prg-1.1 requires the City to ensure annually that sufficient sites are maintained throughout the planning period to accommodate RHNA and to avoid triggering No Net Loss provisions. That obligation is not satisfied merely by preserving numbers in a spreadsheet. It requires that the City continue to maintain a realistic and defensible inventory of feasible sites.

If the initiative materially constrains the mixed-use, infill, and annexation sites on which the City relies, particularly the 145 low/mod-income units in the Study Area, then the City's Housing Element inventory may no longer function as assumed. The risk is especially important because lower-income obligations are generally the most difficult to satisfy and the most vulnerable to feasibility problems. In that situation, the City may be required to identify replacement sites, rezone additional properties, or otherwise amend its Housing Element implementation strategy in order to maintain compliance.

A failure to do so could expose the City to a finding of non-compliance by the California Department of Housing and Community Development. If the City falls out of compliance, State law may substantially reduce local control over housing approvals. This includes exposure to the Builder's Remedy under Government Code section 65589.5, under which qualifying housing projects may proceed notwithstanding local zoning constraints, and the City's ability to deny or materially reduce such projects is sharply curtailed.

This legal exposure is not speculative in the abstract. The City's RHNA strategy is concentrated in a relatively small number of opportunity areas. If those areas are materially impaired, the path from site infeasibility to compliance risk is direct.

Conclusion: The initiative creates a material risk that the City's identified housing sites may no longer function as assumed in the Housing Element, thereby increasing the potential for RHNA compliance challenges. If sufficient replacement capacity cannot be identified, the City may face additional obligations under State housing law and reduced discretion over future housing approvals.

3.7 Overall Effect on Land Use, Housing Availability, and RHNA

When considered as a whole, the continuation of dairy operations in the Study Area growth area would have a significant and adverse effect on the use of land, the availability and location of housing, and the City's ability to meet its RHNA obligations. The City's Housing Element demonstrates substantial nominal capacity, but that capacity is geographically concentrated and heavily dependent on the feasibility of mixed-use, infill, and annexation sites located in this corridor. By maintaining a use that regional planning practice recognizes as incompatible with nearby urban residential growth, the initiative materially reduces the reliability of those sites.

The result is a cumulative impact: the City's lower-income housing capacity becomes less certain, development costs are increased, timing of implementation is disrupted, infrastructure coordination is complicated, and the City's annual obligation to maintain sufficient RHNA capacity becomes more difficult to satisfy. In that respect, the initiative conflicts with Goal 1, Policies Pol-1.1, Pol-1.2, Pol-1.7, Pol-1.8, and Pol-1.10, and Programs Prg-1.1, Prg-1.3, Prg-1.7, Prg-1.8, and Prg-1.10.

Conclusion: When considered collectively, the impacts identified above reduce the feasibility of key Housing Element sites, increase housing development constraints, and complicate implementation of the City's adopted housing strategy. As a result, the initiative is expected to adversely affect housing availability and create additional challenges for the City in maintaining compliance with its RHNA obligations and broader housing objectives.

Summary Finding

The proposed initiative would have a significant and adverse impact on land use, housing availability, and the City's ability to meet its regional housing needs. Although the City's Housing Element identifies a total potential capacity of 802 units, that surplus is dependent on the continued feasibility of a limited number of sites concentrated in the Study Area and related growth areas. By maintaining dairy operations in immediate proximity to those sites, the initiative limits the practical feasibility of residential development, particularly lower-income housing, increases the cost and uncertainty of housing production, and creates a substantial risk that the City will be unable to rely on its adopted site inventory to maintain RHNA compliance. It therefore materially impairs the City's implementation of its Housing Element and heightens exposure to adverse consequences under State housing law.

4. INFRASTRUCTURE AND PUBLIC SERVICES IMPACT (§9212(a)(4))

Pursuant to Elections Code Section 9212(a)(4), the City has evaluated the proposed initiative's impact on the funding, planning, and provision of infrastructure, including transportation, utilities, drainage systems, and public facilities.

This analysis is based on the City's General Plan and the annexation development impact fee study, which together establish the scale, location, and infrastructure requirements necessary to support planned growth. These documents assume the orderly conversion of land within the Study Area to urban uses supported by coordinated infrastructure systems.

4.1 Planned Infrastructure Investment in the Growth Area

The annexation study identifies substantial infrastructure investments necessary to support the City's planned growth, including major upgrades to both water and wastewater systems. These improvements are intended to accommodate significant increases in population, housing, employment, and economic activity associated with the City's long-term growth strategy.

The study estimates approximately $37.5 million in wastewater infrastructure improvements, of which approximately $30.2 million is attributable to the Study Area. In addition, the City anticipates construction of four new municipal water wells at an estimated cost of approximately $26 million. These investments are based on development assumptions that anticipate a balanced pattern of residential, industrial, commercial, and mixed-use development throughout the Study Area.

The projected growth in population, housing, and employment serves as the foundation for the City's infrastructure planning program and associated capital investments. The efficient delivery of these systems depends upon contiguous, coordinated, and compatible development patterns. The infrastructure planning framework assumes that land designated for urban uses will develop in accordance with the General Plan and that utility investments will serve those anticipated uses over time.

Conclusion: The City's planned infrastructure investments are predicated upon the urban development assumptions contained in the General Plan and annexation planning documents. To the extent development patterns differ from those assumptions, the efficiency and effectiveness of these planned improvements may be reduced.

4.2 Incompatibility Between Dairy Operations and Urban Infrastructure Systems

The continuation of dairy operations within a planned growth area introduces a fundamental mismatch between agricultural infrastructure systems and the urban infrastructure systems contemplated by the General Plan.

Urban development relies upon centralized sewer collection and treatment systems, regulated stormwater facilities, and coordinated water distribution networks designed to serve residential, commercial, and industrial uses in a comprehensive and integrated manner. Dairy operations, by contrast, depend upon on-site manure management systems, wastewater storage and handling facilities, and land application practices that are substantially different from the utility systems associated with urban development.

As a result, the continued presence of a dairy operation within an area planned for urban growth requires infrastructure planning to account for two fundamentally different and often incompatible land use systems. This condition can complicate infrastructure design, increase operational constraints, and reduce the effectiveness of planning assumptions contained within the General Plan and the City's infrastructure financing framework. It also limits the ability to fully integrate utility systems, public facilities, and long-term growth planning in the manner contemplated by the City's adopted planning documents.

Conclusion: The initiative creates a structural mismatch between agricultural operations and planned urban infrastructure systems, reducing planning efficiency and complicating implementation of infrastructure improvements within the growth area.

4.3 Impacts on Drainage, Flood Control, and Water Quality

The project area is subject to flooding conditions, and the continued operation of a dairy introduces additional considerations related to drainage, flood control, and water quality management.

As discussed elsewhere in this report, flood events have the potential to transport agricultural waste materials beyond the boundaries of the site, while ongoing groundwater monitoring has identified regional concerns regarding nitrate loading and water quality. At the same time, urban drainage and stormwater systems are generally designed to manage urban runoff rather than the operational characteristics associated with intensive agricultural uses.

The interaction between continued dairy operations and planned urban development creates additional management challenges for the City and other regulatory agencies. As a result, additional drainage infrastructure, monitoring programs, and water quality management measures may be necessary to address the interaction between urban development and continued agricultural operations within the same growth area.

In addition, the presence of flooding concerns within the project area increases the importance of maintaining effective drainage and water quality systems capable of protecting both existing and future development. These factors contribute to higher capital costs, increased long-term maintenance obligations, and greater regulatory complexity associated with future growth.

Conclusion: The initiative is expected to increase the complexity of drainage, flood control, and water quality management within the growth area and may contribute to additional infrastructure and operational requirements over time.

4.4 Constraints on Transportation Infrastructure and Corridor Development

The Study Area represents one of the City's most important transportation and economic development corridors. Planned transportation improvements, including roadway, interchange, and circulation enhancements, are intended to support future industrial, commercial, residential, and employment-generating uses consistent with the City's long-term growth strategy.

The continuation of dairy operations within this corridor introduces operational characteristics that differ substantially from the urban transportation network envisioned by the General Plan. Agricultural vehicle movements, site access requirements, and land use compatibility considerations can affect circulation planning and the efficient utilization of transportation investments.

More importantly, the continued presence of an incompatible use may constrain adjacent development opportunities, limit site access and circulation options, and reduce the overall effectiveness of transportation investments intended to serve future urban development. As development pressure increases within the corridor, the incompatibility between agricultural operations and planned urban transportation infrastructure is likely to become more pronounced.

Conclusion: The initiative limits the City's ability to fully realize the benefits of planned transportation improvements and may constrain the long-term function of a strategically important growth corridor.

4.5 Reduced Efficiency and Cost Recovery for Infrastructure Investments

The infrastructure investments identified in the annexation study were planned based on substantial future growth in housing, employment, industrial activity, and commercial development. As discussed in Section 1, these improvements are intended to be funded in part through development impact fees and related growth-generated revenues.

The financial viability of this infrastructure framework depends upon development occurring at or near the levels anticipated in the City's planning documents. If development is constrained by incompatible land uses, fewer residential units, commercial projects, and employment-generating developments may be constructed than originally anticipated. This reduces development fee revenues and requires fixed infrastructure costs to be recovered from a smaller development base.

Over time, this reduces cost recovery, increases fiscal pressure on infrastructure systems, and limits the City's ability to fund future capital improvements through growth-related revenues. The result is a less efficient infrastructure financing framework and a diminished return on public investments intended to support long-term growth.

Conclusion: The initiative reduces the financial efficiency of planned infrastructure investments by constraining the development activity upon which long-term cost recovery assumptions are based.

4.6 Cumulative Infrastructure Impact

When considered collectively, the infrastructure impacts associated with the continuation of dairy operations extend beyond any individual utility system or public facility. The initiative affects the planning assumptions that support water, wastewater, drainage, transportation, and development financing infrastructure throughout the Study Area.

These impacts are cumulative in nature because they reduce infrastructure efficiency, complicate system planning, increase operational constraints, and limit the City's ability to align infrastructure investments with anticipated urban development. Collectively, these impacts increase the cost and complexity of providing water, wastewater, drainage, and transportation infrastructure, reduce the efficiency of system planning and operation, constrain the performance of key transportation corridors, and diminish the City's ability to recover infrastructure investments through future development.

Conclusion: Taken together, the impacts identified above create additional challenges for the planning, funding, and delivery of infrastructure necessary to support the City's long-term growth strategy.

Summary Finding

The proposed initiative is expected to have a substantial impact on infrastructure planning, funding, and service delivery within the City. By maintaining a land use that is incompatible with planned urban infrastructure systems, the initiative increases costs, reduces efficiency, and limits the City's ability to fully implement infrastructure improvements necessary to support growth. These impacts are particularly significant within the Study Area, where major infrastructure investments are closely tied to the City's long-term development strategy.

5. ECONOMIC DEVELOPMENT AND EMPLOYMENT (§9212(a)(5))

Pursuant to Elections Code Section 9212(a)(5), the City has evaluated the proposed initiative's impact on the community's ability to attract and retain business and employment. This analysis considers both the City's adopted economic development strategy, as reflected in the General Plan and Housing Element, and the projected growth associated with the Study Area.

The Study Area represents the City's primary opportunity to significantly expand its employment base, industrial activity, and overall economic output. The continuation of dairy operations within this area directly affects that opportunity by constraining the availability and usability of land designated for employment-generating uses.

5.1 Planned Employment Growth and Economic Strategy

The City's long-term planning framework anticipates substantial employment growth as part of its transition from a predominantly agricultural economy to a more diversified economic base. Based on the annexation development analysis, total employment is projected to increase from approximately 4,162 jobs to 17,195 jobs, representing a net increase of approximately 13,033 jobs associated with planned development within the Study Area.

This projected growth is closely tied to the development of industrial land, commercial and mixed-use areas, and employment corridors located along Highway 99. These areas have been strategically designated to attract new businesses, create local employment opportunities, and expand the City's economic base. The General Plan's economic development strategy therefore depends upon the timely conversion of these lands to productive employment-generating uses.

The projected growth is not limited to a single industry or sector. Rather, it reflects the City's broader objective of creating a more diverse economic structure capable of supporting long-term job creation, increased household income, and enhanced economic opportunity for residents.

Conclusion: The Study Area is a critical component of the City's long-term economic development strategy and is essential to achieving projected employment growth and economic diversification goals.

5.2 Loss of Industrial Land and Employment Capacity

The continuation of dairy operations within the Study Area directly reduces the amount of land available for industrial and employment-generating uses. The annexation plan identifies hundreds of acres designated for industrial development in a strategic location adjacent to Highway 99, where access, visibility, and regional connectivity make the area particularly attractive for business investment.

The impact of maintaining the dairy within this framework is twofold. First, the land occupied by the dairy is effectively removed from the inventory of developable industrial land. Second, and more significantly, the presence of the dairy creates compatibility constraints that extend beyond the boundaries of the site itself, reducing the effective development potential of adjacent industrial and commercial parcels.

These compatibility concerns can reduce site marketability, constrain site planning and operational flexibility, and increase uncertainty for prospective businesses and investors. Because industrial users often require large, contiguous, and compatible development sites, even partial constraints on surrounding parcels can have a disproportionate effect on overall development feasibility.

Conclusion: The initiative results in both a direct and indirect reduction of industrial land capacity, limiting the City's ability to accommodate future employment-generating development and realize planned economic growth.

5.3 Impacts on Business Attraction and Investment

The City's economic development strategy relies heavily on attracting new businesses to strategically located growth areas. Sites near major transportation corridors, particularly Highway 99, represent some of the City's most valuable economic development assets due to their accessibility, visibility, and ability to support industrial and commercial operations.

Business location decisions are highly sensitive to land use compatibility and investment certainty. Companies seeking new locations generally favor sites that provide operational flexibility, predictable entitlement processes, and minimal potential for land use conflicts.

The continuation of dairy operations introduces conditions that are widely recognized as creating compatibility concerns for surrounding development, including odor, operational constraints, and uncertainty regarding future land use transitions. These conditions may discourage prospective employers from locating within the affected area, cause businesses to consider alternative jurisdictions, or require additional incentives to offset perceived development risks.

Over time, these factors reduce the City's competitive position in attracting investment and limit its ability to capitalize on the strategic advantages offered by the Highway 99 corridor.

Conclusion: The initiative reduces the attractiveness of key growth areas for business investment and diminishes the City's ability to attract and retain employers within strategically important development corridors.

5.4 Effects on Job Creation and Workforce Opportunities

The projected increase of approximately 13,033 jobs associated with the Study Area represents a significant opportunity to expand local employment options and reduce dependence on commuting to employment centers outside the City. Planned industrial and commercial development is expected to create jobs across a broad range of skill levels while increasing local income generation and economic activity.

The continuation of dairy operations limits this opportunity by constraining the development of higher-intensity employment-generating uses. While the dairy provides economic value and employment opportunities of its own, its continued presence within a designated growth area restricts the realization of substantially greater employment potential associated with planned industrial, commercial, and mixed-use development.

This creates a long-term tradeoff between maintaining a relatively low-intensity agricultural use and allowing the development of a broader employment base capable of supporting a larger and more diverse workforce. Over time, that tradeoff may limit local employment opportunities, reduce economic mobility, and constrain efforts to diversify the City's economy.

Conclusion: The initiative limits the City's ability to expand workforce opportunities and achieve planned job growth, particularly in sectors associated with industrial, commercial, and mixed-use development.

5.5 Long-Term Economic Structure and Land Use Efficiency

The General Plan reflects a long-term objective of creating a more balanced, resilient, and diversified local economy. A key component of that strategy is increasing the proportion of land devoted to employment-generating uses while improving the efficiency and productivity of land use throughout the City.

Maintaining dairy operations within a designated growth area is inconsistent with this objective because it allocates strategically located land to a lower-intensity use while limiting the productivity of surrounding parcels. The resulting constraints reduce the overall economic output that could otherwise be achieved through industrial, commercial, and mixed-use development.

From a land use efficiency perspective, employment-generating development typically supports greater job creation, higher economic activity, and stronger fiscal performance than intensive agricultural uses located within an urbanizing area. As a result, the continuation of the dairy represents a long-term constraint on the City's ability to optimize land use for economic benefit.

Conclusion: The initiative limits land use efficiency within a key growth area and constrains the City's ability to achieve its long-term economic development objectives.

5.6 Cumulative Economic Impact

The economic impacts associated with the continuation of dairy operations are cumulative and mutually reinforcing. By constraining industrial and commercial land availability, limiting opportunities for business attraction, reducing employment growth potential, and lowering overall land use productivity, the initiative affects multiple components of the City's economic development strategy simultaneously.

These impacts extend beyond the dairy site itself and influence the broader development potential of the Study Area. As growth opportunities become constrained, the City's ability to realize projected employment growth, diversify its economy, attract investment, and strengthen its fiscal base becomes increasingly limited.

Conclusion: Taken together, the impacts identified above reduce the City's economic development potential, constrain future employment growth, and limit the effectiveness of the City's long-term strategy for expanding and diversifying its economic base.

Summary Finding

The proposed initiative is expected to have a substantial impact on the City's ability to attract and retain business and employment. By limiting the availability of industrial land, constraining the development of key growth areas, and reducing the feasibility of employment-generating uses, the initiative limits the City's ability to realize projected job growth and economic expansion. While the dairy supports ongoing agricultural activity, its continued presence within a designated growth area constrains the substantially greater employment, investment, and economic opportunities anticipated under the City's General Plan and annexation strategy.

6. USE OF VACANT LAND (§9212(a)(6))

Pursuant to Elections Code Section 9212(a)(6), the City has evaluated the proposed initiative's impact on the use of vacant parcels within the City. This analysis focuses on the Study Area and the Study Area, which contain a significant portion of the City's vacant and underutilized land designated for future industrial, commercial, and residential development.

The General Plan and associated annexation studies assume that these areas will transition from existing agricultural or undeveloped conditions to urban uses over time. The continuation of dairy operations within this area has direct implications for whether that transition can occur.

6.1 Current Status of Vacant Land in the Growth Area

The Study Area includes a substantial amount of vacant and underutilized land that is designated for:

- Industrial development (M-1 and M-2 zones)
- Commercial and mixed-use development
- Residential expansion areas

These lands are intended to accommodate a large share of the City's future growth, including housing, employment, and supporting uses. However, despite these designations and the City's long-term planning framework, much of this land remains undeveloped.

The lack of development reflects, in part, the current land use context within the area. Where conditions exist that limit feasibility, investment, or marketability, vacant land may remain unused despite its planned designation.

6.2 Creation of a De Facto Development Constraint Zone

The continuation of dairy operations within the innovation hub/industrial area creates conditions that extend beyond the boundaries of the dairy site and affect surrounding vacant parcels. As discussed in Sections 2 and 3, dairy operations create land use compatibility concerns associated with odor, air quality, nuisance conditions, operational impacts, and environmental considerations.

These effects are not confined to the dairy property itself. Rather, they influence a broader area in which development becomes more difficult, more costly, or less attractive to potential investors and developers. Industrial and commercial users may be reluctant to locate near the operation due to compatibility concerns, while residential and mixed-use development may face increased entitlement challenges, additional mitigation requirements, and reduced marketability.

The practical result is the creation of a de facto development constraint zone in which land designated for development remains vacant not because of zoning restrictions, but because of limitations on development feasibility.

Conclusion: The initiative expands the impact of a single land use into a broader constraint on surrounding vacant land, reducing its practical usability.

6.3 Impacts on Industrial and Commercial Land Utilization

The Study Area includes strategically located industrial and commercial land intended to support economic growth and take advantage of access to Highway 99. Industrial development in particular depends upon compatible surrounding land uses, sufficient parcel size and configuration, and the flexibility to accommodate operations, expansion, and logistics activities.

The presence of a dairy and its associated impacts constrains these conditions and may reduce the attractiveness and viability of nearby parcels for industrial development. As a result, vacant industrial properties may remain underutilized, development may occur at reduced intensity, or projects may be delayed indefinitely due to compatibility and marketability concerns. Over time, this effectively reduces the supply of usable industrial land available to support economic development objectives.

This creates a condition in which land designated for high-value, employment-generating activities does not function as intended within the City's long-term planning framework.

Conclusion: The initiative impairs the utilization of vacant industrial and commercial land by creating conditions that deter development and reduce land use efficiency.

6.4 Impacts on Residential and Mixed-Use Development

The effects on vacant residential and mixed-use parcels are similarly significant. As discussed in Section 3, housing development depends not only on zoning and land use designation but also on practical development feasibility.

Where vacant land is located in proximity to an active dairy operation, development may be delayed or avoided due to compatibility concerns. Additional mitigation measures, project design modifications, and environmental review requirements may increase development costs and reduce project feasibility. These conditions can also affect financing, marketability, and investor confidence, making residential and mixed-use projects more difficult to implement.

The result is a pattern in which parcels designated for future housing or mixed-use development remain undeveloped despite their intended role within the City's growth strategy. Over time, this can affect implementation of the Housing Element and limit the City's ability to achieve its broader development objectives.

Conclusion: The initiative limits the ability of vacant residential and mixed-use parcels to develop as planned, contributing to long-term underutilization.

6.5 Long-Term Effect on Land Use Efficiency

The General Plan is intended to promote efficient land use by directing development to appropriate locations and ensuring that public infrastructure investments support planned growth patterns.

The continuation of dairy operations within a designated growth area limits this objective by preventing the transition of land to higher-intensity urban uses, reducing the effective development capacity of surrounding properties, and creating ongoing barriers to investment and development. As a result, land that is strategically positioned for future industrial, commercial, residential, or mixed-use development remains underutilized despite substantial public planning and infrastructure investments.

Over time, this contributes to an inefficient land use pattern in which development opportunities are restricted and growth assumptions reflected in the General Plan become increasingly difficult to realize.

Conclusion: The initiative results in inefficient use of land by maintaining conditions that prevent vacant parcels from being developed in accordance with the General Plan.

6.6 Cumulative Impact on Vacant Land

The impacts described above are cumulative. The continuation of dairy operations within the innovation hub/industrial area limits the development potential of nearby vacant parcels, extends compatibility constraints beyond the boundaries of the dairy site, and contributes to the continued underutilization of designated growth areas.

Over time, these impacts reinforce one another. Development may be delayed or discouraged, vacant land may remain unused, and planned growth may not occur at the scale anticipated by the City's planning documents. The resulting pattern creates a long-term constraint on the City's ability to implement its land use, housing, economic development, and infrastructure objectives.

Conclusion: Taken together, the impacts identified above limit the practical development potential of vacant land within the growth area, contribute to the continued underutilization of designated development sites, and constrain the City's ability to implement its planned land use pattern.

Summary Finding

The proposed initiative would have a substantial impact on the use of vacant land within the City. By maintaining a land use that creates compatibility constraints across a broader area, the initiative establishes a de facto development restriction zone that limits the ability of vacant parcels to develop as planned. As a result, land designated for industrial, commercial, residential, and mixed-use development is likely to remain underutilized, undermining the City's General Plan objectives and long-term growth strategy.

7. ENVIRONMENTAL AND COMMUNITY IMPACTS (§9212(a)(7))

Pursuant to Elections Code Section 9212(a)(7), the City has evaluated the potential environmental and community impacts associated with the continuation of dairy operations within the Study Area growth area. This analysis considers impacts to water quality, environmental conditions, and community quality of life, as well as the broader implications of maintaining an intensive agricultural use within a planned urbanizing area.

7.1 Water Quality Impacts and Risk Exposure

Dairy operations involve the generation and management of large quantities of manure and process wastewater, which contain elevated levels of nitrogen, phosphorus, and dissolved salts. As documented in the facility's annual reporting, operations generate substantial volumes of wastewater and associated nutrient loads requiring ongoing land application and management.

While the facility operates under an established regulatory framework, the nature of these operations presents an inherent risk of nutrient migration to groundwater, particularly in regions with permeable soils and shallow groundwater conditions. This concern is reflected in prior monitoring data indicating that nitrate concentrations in groundwater wells associated with the facility exceeded the State's drinking water standard of 10 mg/L as nitrogen.

Elevated nitrate levels represent a well-documented public health concern, particularly for sensitive populations, and are specifically addressed through regional regulatory programs such as the Central Valley Nitrate Control Program. The inclusion of the project area within a broader nitrate management zone reflects existing concerns regarding groundwater quality conditions and the need for coordinated mitigation efforts.

The continuation of dairy operations within this area therefore maintains an existing source of nutrient loading within a basin already identified as requiring active groundwater management. Over time, the persistence of these conditions increases the potential for cumulative degradation of groundwater resources.

Conclusion: Continued operation contributes to ongoing nitrate loading and maintains conditions that pose a long-term risk to groundwater quality and drinking water supplies.

7.2 Flood-Related Environmental Risk

The project site is located within a FEMA-designated flood hazard zone (Zone AH), indicating a 1-percent annual chance of shallow flooding.

Although engineering analysis concludes that the facility meets minimum regulatory requirements for flood protection under a 20-year storm standard, the presence of manure storage, process wastewater, and land application areas within a flood-prone environment presents an inherent environmental risk.

Flood events have the potential to mobilize stored or applied waste materials, resulting in the transport of contaminants beyond the site. The hydrologic connection between the site and regional drainage patterns, including overflow conditions associated with Poso Creek and the Highway 99 corridor, introduces pathways through which contaminants could reach surrounding lands or water systems.

While regulatory compliance addresses minimum thresholds of protection, it does not eliminate risk under more severe conditions or cumulative storm events.

Conclusion: The combination of flood exposure and agricultural waste management introduces a risk of off-site contamination during storm events, with potential impacts to water quality and surrounding properties.

7.3 Odor and Air Quality Impacts

Dairy operations are associated with persistent odor and emissions generated through manure handling, storage, and land application practices. These conditions are commonly recognized as compatibility concerns when located near urban development and are frequently cited in land use planning analyses involving the transition of agricultural areas to residential, commercial, and mixed-use uses.

While such impacts may be acceptable within an agricultural setting, they are more problematic within a designated urban growth area. Odor conditions can reduce the desirability of nearby residential neighborhoods, limit the enjoyment and use of outdoor spaces, and create ongoing nuisance conditions for adjacent properties and future development projects.

Because odor impacts are influenced by weather conditions, prevailing winds, and operational activities, their effects often extend beyond the boundaries of the site itself and into the surrounding development area.

Conclusion: Continued dairy operations introduce persistent odor impacts that are incompatible with planned urban development and negatively affect quality of life.

7.4 Community Health and Quality of Life Considerations

The environmental conditions associated with dairy operations, including odor, air emissions, and groundwater quality concerns, have direct implications for community health and quality of life. As the City implements its General Plan and urban development expands within the surrounding area, residents and businesses would increasingly be located in proximity to an intensive agricultural operation.

This creates conditions in which nuisance impacts remain ongoing, environmental concerns may affect perceptions of community well-being, and uncertainty regarding compatibility may influence both private investment and property values. Collectively, these conditions run counter to the City's objective of creating a cohesive, livable, and economically productive growth area.

Conclusion: The presence of an incompatible use within the growth area reduces community livability and long-term neighborhood stability.

7.5 Environmental Degradation and Cumulative Impacts

The environmental impacts described above are cumulative in nature. Individually, each impact, water quality risk, odor, and flood exposure, may be considered a manageable condition within a rural agricultural context. However, when these conditions occur within a planned urbanizing area, they reinforce one another and create a broader pattern of environmental constraint.

Continued nutrient loading contributes to ongoing groundwater quality concerns and the potential for long-term degradation of groundwater resources. At the same time, flood exposure increases the risk that contaminants associated with dairy operations may migrate beyond the boundaries of the site during significant storm events. Persistent odor and air quality impacts further affect the compatibility of surrounding lands and reduce the desirability of adjacent residential, commercial, industrial, and mixed-use development.

Taken together, these conditions create cumulative environmental effects that extend beyond the dairy operation itself. The combined influence of groundwater risk, flood-related contamination pathways, and ongoing odor impacts limits the City's ability to transition the area to urban uses consistent with its General Plan and long-term growth objectives. The continuation of the dairy also delays the conversion of land to uses that are typically supported by centralized infrastructure systems and generally result in lower environmental intensity per acre within an urban setting.

Conclusion: The continuation of dairy operations contributes to cumulative environmental impacts that are inconsistent with the City's long-term environmental and land use objectives.

7.6 Overall Environmental and Community Impact Determination

The continuation of dairy operations within the Study Area growth area results in ongoing environmental and community impacts, including:

- Continued nutrient loading and groundwater quality risk
- Exposure to flood-related contamination pathways
- Persistent odor and air quality impacts
- Reduced community livability and compatibility with planned uses

These impacts are not limited to the dairy site itself. They extend into surrounding areas, affecting adjacent vacant land, future residents, and the City's broader growth strategy.

Conclusion: The continuation of dairy operations within the Study Area growth area results in ongoing environmental and community impacts that extend beyond the dairy site itself and affect surrounding properties, future development opportunities, and overall community livability.

Overall Summary of Findings

Based on the analysis conducted pursuant to Elections Code Section 9212, the proposed initiative is expected to result in the following impacts:

The initiative would have a **negative fiscal effect** by reducing the City's ability to realize projected growth in population, employment, and development, limiting tax revenue, reducing development fee recovery, and increasing infrastructure costs due to inefficiencies associated with incompatible land uses.

The initiative is **inconsistent with the City's General Plan**, as it maintains an agricultural use within an area designated for industrial and urban development, thereby conflicting with the City's land use framework, growth strategy, infrastructure planning, and economic development policies.

The initiative would have a **significant impact on housing availability and RHNA compliance** by reducing the feasibility of key Housing Element sites, particularly those intended to accommodate lower-income housing, and creating a material risk that the City may be unable to maintain compliance with State housing law.

The initiative would **impair infrastructure planning and service delivery** by introducing incompatible uses into areas planned for coordinated urban infrastructure systems, increasing costs, reducing efficiency, and limiting the effectiveness of planned investments in water, sewer, drainage, and transportation systems.

The initiative would have a **substantial impact on economic development and employment**, reducing the amount of available industrial land, constraining the development of employment-generating uses, and limiting the City's ability to attract businesses and achieve projected job growth.

The initiative would have a **significant impact on the use of vacant land**, creating a de facto development constraint zone in which designated growth areas remain underutilized due to compatibility constraints, thereby preventing the transition of land to its planned urban uses.

The initiative would result in **adverse environmental and community impacts**, including continued groundwater quality risk, flood-related contamination potential, persistent odor and air quality impacts, and reduced quality of life for residents and businesses within and surrounding the growth area.

The impacts identified in this report arise primarily from the continued operation of an intensive agricultural use within a designated urban growth area and should not be interpreted as a finding that dairy operations are incompatible with agricultural areas or other locations where surrounding land uses are similarly agricultural in nature.

References

The following documents, reports, and regulatory materials were reviewed and relied upon in preparing this analysis.

California Regional Water Quality Control Board, Central Valley Region. (2017). *Waste Discharge Requirements General Order No. R5-2017-0058 for Confined Bovine Feeding Operations.*

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California Regional Water Quality Control Board, Central Valley Region. (2023). *Sherwood Ranch Feedlot Inspection Follow-Up and Compliance Resolution Letter.*

Sherwood Ranch. (2023). *Annual Report for Confined Bovine Feeding Operation (Reporting Period: January 1 – December 31, 2023).*

4 Creeks. (2023, June). *Sherwood Ranch Flood Protection Report (Stamped Engineering Analysis).*

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Federal Emergency Management Agency (FEMA). (2021). *Flood Insurance Rate Map (FIRM), Zone AH – Project Area.*

Kern County Water Collaborative. (2024, December 30). *Preliminary Management Zone Proposal (Nitrate Control Program – Central Valley Region).*

California State Water Resources Control Board. (2018). *Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS) Program and Nitrate Control Program Framework.*

City of McFarland. (2022). *General Plan.*

City of McFarland. (2023). *Housing Element (2023–2031 Planning Period).*

City of McFarland. (2021). *Annexation Development Impact Fee Study and Infrastructure Analysis.*

The people of the City of McFarland ("City") do ordain as follows:

Section 1. Findings & Declarations and Statement of Purpose.

The people of the City of McFarland find and declare that:

A. In October 2025, a bare majority of the McFarland City Council chose to adopt a proposed initiative measure that requires an existing McFarland feed lot, that has existed on that site for many years, to cease its operations. It did this without notice to the owner of the business and without adequate notice to the public.

B. Worse yet, the Council took this action without any consideration of the financial consequences to the City of adopting the proposed initiative, effectively denying the citizens of McFarland the opportunity to vote.

C. Had the Council conducted a fiscal analysis of the initiative, as permitted by law, it would have learned that the Constitution likely requires the City to compensate the business owner for the forced taking of the business. Indeed, the City has now been sued as a result of the Council's decision.

D. The City may be required to pay millions—if not tens of millions—of dollars in compensation and legal fees, funds the City does not possess. As a result, the City may be forced to increase taxes in order to maintain public services and pay the compensation that the Constitution requires.

E. The initiative adopted by the City also prohibited future operation of feed lots within the City of McFarland. That decision is permissible and does not put the City into financial risk.

F. Therefore, the People of the City of McFarland enact this measure to:

   a. Maintain the prohibition on all future concentrated animal feeding operations (CAFOs) within the City of McFarland.
   b. Repeal the prohibition and phasing out of pre-existing animal feeding operations (CAFOs) that currently operate within the City of McFarland; and
   c. Require operators of such pre-existing CAFOs to annually certify compliance with all applicable state and federal laws and regulations.

Section 2. Section 17.200.060 of Chapter 17.200 of Title 17 of the McFarland Municipal Code is amended (text deleted is denoted in ~~strikeout type~~ and text added is denoted in *italicized type*) to read:

17.200.60 ~~Existing CAFOs; Phase-Out Period~~ *Pre-Existing CAFOs.*

1. ~~Notwithstanding anything in this Section, Pre-Existing CAFOs shall be deemed a nonconforming use and shall be required to register on a public database maintained by the City of McFarland.~~ *Nothing in this Chapter shall prohibit a person from operating, or maintaining a Pre-Existing CAFO within the City of McFarland. The*

City shall require the operator of a pre-existing CAFO to annually certify its compliance with all state and federal requirements imposed on such an operator.

~~2. Pre-Existing CAFOs shall be given a phase-out period of no more than twenty-four (24) months from the effective date of this Section to terminate their operations. Proof of this shall be provided to the City of McFarland prior to the end of the phase-out period. During the phase-out period, Pre-Existing CAFOs shall not increase the number of animals in confinement.~~

~~3. The City Manager or his/her designee shall inspect closed CAFOs within one month of receiving such proof of termination from a Pre-Existing CAFO to ensure that all relevant operations have ceased or been appropriately terminated.~~

~~4. Any Pre-Existing CAFO may apply to the City of McFarland for ninety (90) day extensions beyond the phase-out period identified in section E-2, provided that no more than two (2) extension periods are granted. The extensions would be in the form of a Conditional Use Permit and would include plans and phases for the termination of the pre-existing CAFO and may include the payment of exactions as determined by the City Council.~~

Section 3. Section 17.200.070 of Chapter 17.200 of Title 17 of the McFarland Municipal Code is amended (text deleted is denoted in ~~strikeout type~~ and text added is denoted in *italicized type*) to read:

17.200.070 Violations.

1. Any person ~~who continues to operate a Pre-Existing CAFO after the one (1) year phase-out period elapses (or any extension as provided in E4), or~~ who establishes ~~or maintains~~ a CAFO following the enactment of this Section, or who violates any other provision of this Section, shall be subject to a civil penalty of one thousand dollars ($1,000) for the first offense, five thousand dollars ($5,000) for the second offense, and ten thousand dollars ($10,000) for the third and any subsequent offenses, payable to the City of McFarland General Fund.
2. Notwithstanding the foregoing, the City Manager or his/her designee may also pursue on behalf of the city any other civil or administrative penalty or remedy otherwise available for failure to comply with the requirements of this Section.
3. Each day, or portion thereof, during which the violation occurs shall be treated as a separate offense.
4. Nothing herein shall impact the standing of other interested parties, or the availability of remedies under other applicable federal, state and local laws, regulations and ordinances, including the remedies afforded by any person set forth in Subsection I of this Ordinance.
5. For the purposes of this Subsection (F), "person" includes any owner, officer, or director of a CAFO. No penalties shall be issued to individuals solely for working at a CAFO operation unless they also meet one of the foregoing criteria.

Section 4. Section 17.200.080 of Chapter 17.200 of Title 17 of the McFarland Municipal Code is amended (text deleted is denoted in ~~strikeout type~~ and text added is denoted in *italicized type*) to read:

17.200.80 Annual Report.

The City Manager or his/her designee shall prepare an annual report containing the following information: the number of CAFOs currently operating in City of McFarland~~; the number of CAFO termination notices received in the previous year; the number of CAFO termination inspections conducted in the previous year; the number of CAFO workers in the retraining program;~~ *the City required a certification pursuant to section 17.200.060;* and the amount of penalties assessed and collected in the previous year. Such report shall be presented to the City Council at a duly-noticed public hearing and posted on the City's webpage, beginning one year after the effective date of this Section~~ and continuing until all CAFOs, as defined herein, have been phased out of the City~~.

Section 5. Effective Date.

This Initiative shall be binding and effective as of the earliest date allowed by law.

Section 6. Severability.

If any section, subsection, sentence, phrase, or clause of this Initiative is declared invalid by a court of competent jurisdiction, the remaining sections, subsections, sentences, phrases, and clauses shall remain valid and enforceable. The voters declare that they would have passed all sections, subsections, sentences, phrases, and clauses of this initiative without this section, subsection, phrase, or clause declared invalid by a court of competent jurisdiction.

Section 7. Conflicts with State and Federal Law.

The provisions of this Initiative shall not apply to the extent they violate state or federal laws. This Initiative shall not be applied in a manner that would result in an unconstitutional taking of private property.

Section 8. Relationship to City's Municipal Code.

If any provision of this Initiative conflicts with the provisions contained in the City's Municipal Code, the provisions of the Initiative ordinance shall supersede any other conflicting provision.