



McFARLAND CITY COUNCIL

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

Special Meeting Notice and Agenda

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

**Wednesday, July 22, 2026
5:00 PM**

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

VIEW THE MEETING RECORDINGS ONLINE at <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:

PLEDGE OF ALLEGIANCE:

APPROVE AGENDA AS TO FORM

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

ADMINISTRATIVE AGENDA

1. Approval of Resolution No. 2026-94 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND WEST STAR NORTH DAIRY DBA SHERWOOD RANCH
2. Approval of Resolution No. 2026-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF A BALLOT MEASURE AUTHORIZING THE CITY COUNCIL TO AMEND CHAPTER 17.200 OF THE MCFARLAND MUNICIPAL CODE, RELATING TO CONCENTRATED ANIMAL FEEDING OPERATIONS, AT THE TUESDAY, NOVEMBER 3, 2026 MUNICIPAL ELECTION; REQUESTING THAT THE COUNTY OF KERN CONDUCT THE ELECTION; AND DIRECTING THE CITY CLERK AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO PLACE THE MEASURE ON THE

BALLOT

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

3. Public Employment (§ 54957) - Title: Community Development Director

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on July 21, 2026.



Erika De La Cruz, City Clerk



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

City Council Meeting

STAFF REPORT

Agenda Item No. 1.
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: Approval of Resolution No. 2026-94 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND WEST STAR NORTH DAIRY DBA SHERWOOD RANCH

SUMMARY:

The proposed Memorandum of Understanding ("MOU") establishes a cooperative framework between the City of McFarland and West Star North Dairy dba Sherwood Ranch to address pending disputes, provide for continued operation of the dairy under defined conditions, establish a structured relocation process, and facilitate long-term implementation of the City's planning objectives.

The Agreement recognizes relocation of the dairy from its current location as the preferred long-term solution while allowing continued operations during a transition period. The Agreement also establishes a process for future property negotiations involving both the existing dairy property and potential City-owned relocation property, creates an Exclusive Negotiation Agreement, requires operational improvements, and provides a framework for future voter consideration of amendment authority related to Chapter 17.200 of the McFarland Municipal Code.

The proposed Agreement represents a practical and cooperative path forward that advances the City's long-term land use objectives while providing the Dairy with certainty, a defined relocation strategy, and continued operational stability during implementation.

Both parties recognize that relocation of the Dairy from its existing location represents the preferred long-term solution. In furtherance of that objective, the parties have worked collaboratively to develop a Memorandum of Understanding establishing a relocation framework, ongoing operational requirements, future property negotiations, and a process for implementation of relocation-related activities.

Relocation Framework: The Agreement establishes relocation of the Dairy from the existing Project Site as the principal long-term objective of the parties.

The parties agree to use diligent and good-faith efforts to complete relocation within approximately four years while recognizing that relocation will require environmental review, regulatory approvals, property negotiations, infrastructure planning, financing, and

coordination with multiple public agencies. The Dairy agrees to actively pursue relocation and cooperate in planning, feasibility analysis, environmental review, and other activities necessary to implement the relocation effort.

Future Amendment Authority Measure: The Agreement provides that the City will place a measure before the voters to authorize future amendments to Chapter 17.200 of the McFarland Municipal Code by action of the City Council.

The purpose of the future measure is to provide flexibility for implementation of relocation strategies, operational standards, and related provisions consistent with Chapter 17.200.

The Agreement acknowledges that voter approval of any future measure cannot be guaranteed.

Continued Operation During Relocation: The Agreement provides for continued operation of the Dairy during the relocation period, provided the Dairy remains in compliance with the Agreement and applicable legal requirements.

The City agrees to take actions necessary to allow continued operation during the transition period consistent with the terms of the Agreement.

Relocation Assistance: The City agrees to use reasonable and good-faith efforts to facilitate relocation, including identifying City-owned or other suitable relocation property, coordinating with regulatory agencies, and supporting entitlement and permitting efforts as appropriate.

The Agreement recognizes that successful relocation will require coordination among multiple agencies and stakeholders and establishes a framework for ongoing cooperation throughout the process.

Property Disposition and Real Estate Strategy: The Agreement recognizes that successful relocation may require transactions involving both the existing dairy property and City-owned relocation property.

Accordingly, the parties agree to negotiate in good faith regarding potential transaction structures, which may include purchases, sales, exchanges, leases, development agreements, or other mutually acceptable arrangements.

Any future property transaction involving City-owned property will remain subject to applicable legal requirements, environmental review, public hearing requirements, and future approvals as required by law.

Litigation and Initiative Issues: The Agreement establishes a framework for resolution of the parties' existing disputes, including pending litigation and ballot measure activities.

The Dairy agrees to dismiss pending litigation following implementation of the ballot initiative portion of the Agreement, and the parties agree to cooperate regarding future ballot measure activities intended to support implementation of the relocation framework.

The Agreement is intended to provide a practical alternative to continued litigation and

uncertainty while creating a path forward focused on relocation and long-term implementation.

Conditions of Operation: The Agreement includes a comprehensive set of operational standards intended to minimize impacts during the relocation period.

These standards include:

- Compliance with all federal, state, regional, and local regulatory requirements.
- Business license requirements.
- Odor management practices.
- Dust suppression measures, including daily watering.
- Highway 99 screening improvements.
- Site maintenance requirements.
- Drainage and stormwater maintenance.
- Infrastructure coordination.
- Quarterly coordination meetings between the parties.

These operational requirements are intended to promote continued compliance, address community concerns, and support implementation of the relocation strategy during the transition period.

Exclusive Negotiation Agreement: The Agreement incorporates an Exclusive Negotiation Agreement through which the City grants the Dairy the exclusive right to negotiate for the acquisition or lease of City-owned property identified for relocation purposes.

The Exclusive Negotiation Agreement has an initial term of twenty-four months and is intended to facilitate due diligence, environmental review, feasibility analysis, and negotiations toward a definitive relocation agreement.

The Exclusive Negotiation Agreement does not obligate the City to convey property or approve any development proposal but establishes a structured process for continued negotiations regarding relocation.

The proposed Memorandum of Understanding establishes a cooperative framework for relocation of West Star North Dairy dba Sherwood Ranch while allowing continued operations during a defined transition period. The Agreement provides for future voter consideration of amendment authority, facilitates property negotiations, establishes operational requirements, and creates a structured process for implementation of relocation-related activities.

Finally, the Agreement provides a practical and balanced approach that advances the City's long-term planning objectives while creating certainty and a clear path forward for all parties.

FINANCIAL IMPACT:

Approval of the Agreement does not directly appropriate City funds. Future property transactions, infrastructure improvements, environmental review activities, relocation-related expenditures, and implementation costs will require future City Council review and approval as appropriate.

The Agreement is intended to provide a framework for future planning and implementation activities rather than commit the City to any specific future expenditure.

RECOMMENDATION:

City Council adopt Resolution No. 2026-94

ATTACHMENTS:

1. Dairy MOU 7_21_26

RESOLUTION NO. 2026-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND WEST STAR NORTH DAIRY DBA SHERWOOD RANCH

WHEREAS, the City of McFarland and West Star North Dairy dba Sherwood Ranch have negotiated a Memorandum of Understanding and Cooperative Agreement regarding relocation planning, continued operations, property negotiations, and related matters; and

WHEREAS, the City and West Star North Dairy dba Sherwood Ranch have mutually recognized that relocation of the dairy from its current location represents the preferred long-term solution and have agreed to cooperate in good faith toward implementation of that objective; and

WHEREAS, the City Council has reviewed the proposed Memorandum of Understanding and Cooperative Agreement and finds that approval of the Agreement is in the best interests of the City.

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

SECTION 1.

The Memorandum of Understanding and Cooperative Agreement between the City of McFarland and West Star North Dairy dba Sherwood Ranch is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Memorandum of Understanding and Cooperative Agreement on behalf of the City.

SECTION 3.

The City Attorney is authorized to make non-substantive revisions to the Memorandum of Understanding and Cooperative Agreement as may be necessary to carry out the intent of this Resolution.

SECTION 4.

The City Manager, or designee, is authorized and directed to take all actions necessary to implement the Memorandum of Understanding and Cooperative Agreement consistent with its terms.

SECTION 5.

This Resolution shall take effect immediately upon its adoption.

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

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN THE
CITY OF MCFARLAND AND
WEST STAR NORTH DAIRY dba SHERWOOD RANCH**

SECTION 1. PARTIES

This Memorandum of Understanding and Cooperative Agreement (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between the **City of McFarland**, a California municipal corporation (“City”), and **West Star North Dairy, a California business entity doing business as Sherwood Ranch**, with a principal business address of 26953 Riverside Road, Buttonwillow, California 93206 (“Dairy”). The Dairy owns and operates a dairy facility located at 31740 Taylor Road, McFarland, California 93250 (“Project Site”).

SECTION 2. PURPOSE

The purpose of this Agreement is to establish a framework for the resolution of existing disputes between the City and the Dairy, including pending litigation and a qualified ballot initiative; to provide for the continued operation of the Dairy under defined conditions; to establish a cooperative process for the planning and implementation of site improvements and public infrastructure; and to facilitate the orderly relocation of the Dairy from the Project Site in a manner that protects the public health, safety, and welfare and advances the long-term land use objectives of the City.

SECTION 3. RECITALS

WHEREAS, the Dairy currently operates within the City of McFarland at the Project Site; and

WHEREAS, the City has an interest in ensuring the orderly regulation of land uses and protecting the public health, safety, and welfare; and

WHEREAS, the parties mutually recognize that relocation of the Dairy from the Project Site represents a long-term solution; and

WHEREAS, the parties intend to cooperate in good faith to achieve such relocation while allowing lawful operations during a transition period;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 4. OBLIGATIONS OF THE DAIRY

4.1 Dismissal of Litigation

The Dairy shall dismiss, with prejudice, any and all litigation pending against the City within thirty days (30) following the Effective Date that (1) the Dairy Ballot Initiative becomes operative as a

City Ordinance or (2) the City amends the current CAFO Ordinance (City of McFarland Municipal Code 17.200) in a manner to allow the continued operation of the Dairy during the relocation process discussed below. Such dismissal shall be unconditional and shall not be subject to reinstatement except by written agreement of the parties.

4.2 Dairy Ballot Initiative

Pursuant to Elections Code Section 9217, the City will take action regarding the Dairy sponsored ballot measure. If the Ballot Initiative is placed before the voters in addition to the initiative outlined in 5.1 below, the parties agree to cooperate in communication the terms of this Agreement and recognize that the initiatives work together to effectuate this Agreement.

4.3 Cooperation with Relocation

The Dairy shall cooperate in good faith with the City in the planning and implementation of relocation. Such cooperation shall include providing operational requirements, participating in feasibility analyses, participating in environmental review processes, and coordinating with City staff and consultants as reasonably requested. Additionally, the Dairy agrees that relocation will take place through a “land swap” with the City, or if the Dairy purchases new property for relocation that the Project Site will be developed within 4 years after relocation and subject to a Development Agreement mutually agreeable to the Dairy and the City.

4.4 Compliance with Laws

The Dairy shall operate the Project Site in full compliance with all applicable federal, state, regional, and local laws, regulations, permits, and approvals at all times. Any violation that is not timely corrected shall constitute a material breach of this Agreement.

4.5 Site Improvements and Mitigation

The Dairy shall cooperate with the City in the identification and implementation of mutually agreed-upon site improvements and operational modifications intended to mitigate impacts associated with Dairy operations. Such improvements shall be documented in writing and implemented within timeframes agreed upon by the parties.

4.6 Public Infrastructure Coordination

The Dairy shall cooperate with the City in the planning, design, and implementation of public infrastructure improvements affecting the Project Site and surrounding areas, including but not limited to streets, drainage facilities, flood control improvements, and utility infrastructure.

SECTION 5. OBLIGATIONS OF THE CITY

5.1 Future Initiative Regarding Chapter 17.200

The City agrees to place a measure before the voters at the November 2026 election, or at another election deemed appropriate by the City Council, to clarify and authorize future amendments to Chapter 17.200 of the McFarland Municipal Code by action of the City Council.

The parties acknowledge that the purpose of such measure would be to provide flexibility for future implementation of relocation strategies, operational standards, and related provisions consistent with the purposes of Chapter 17.200. Nothing in this Section shall guarantee voter approval of any ballot measure.

5.2 Ordinance Amendment

Subject to the ballot measure discussed in 5.1 above receiving approval at the November 2026 election, or another election deemed appropriate by the City Council, the City shall initiate amendments to its municipal code to authorize the continued operation of the Dairy at the Project Site, subject to conditions consistent with this Agreement and Exhibit A.

5.3 Continued Operation

Subject to compliance with this Agreement and all applicable laws, the City will take action to allow the Dairy to continue operations at the Project Site during the relocation period consistent with the terms of this Agreement.

5.4 Relocation Assistance

The City shall use reasonable and good-faith efforts to facilitate the relocation of the Dairy, including identifying City-owned or other suitable property, coordinating with relevant agencies, and supporting permitting and entitlement processes as appropriate.

5.5 Retention of Regulatory Authority

Nothing in this Agreement shall be construed as obligating the City to approve any discretionary entitlement or permit. The City retains its full legislative and regulatory authority.

5.6 Property Disposition and Relocation Property Strategy

The parties acknowledge that relocation may involve both the disposition of the existing Dairy property and acquisition or disposition of City-owned property intended for relocation of Dairy operations

Accordingly, the City and the Dairy agree to negotiate in good faith regarding a mutually acceptable property transaction structure to facilitate relocation. Such transaction may include, but is not limited to:

- a) The purchase and sale of the existing Dairy property;
- b) The purchase and sale of City-owned property intended for relocation of Dairy operations;
- c) An exchange of real property interests;

- d) A lease, ground lease, or lease-to-own arrangement;
- e) A development agreement or other mutually acceptable transaction structure; or
- f) Any combination of the foregoing.

The parties acknowledge that any transaction involving City-owned property shall be subject to all applicable statutory requirements, including appraisal, environmental review, public hearing requirements, and any other approvals required by law.

Nothing contained in this Section shall obligate either party to enter into a property transaction unless and until a definitive agreement has been approved by the respective parties and all required governmental approvals have been obtained.

SECTION 6. RELOCATION FRAMEWORK

6.1 Relocation Objective

The parties agree that relocation of the Dairy from the Project Site is the principal long-term objective of this Agreement.

6.2 Target Relocation Period

The parties shall use diligent and good-faith efforts to complete relocation within approximately four (4) years of the Effective Date. The parties further acknowledge that successful relocation will require environmental review, regulatory approvals, infrastructure planning, financing, real property acquisition and disposition activities, and coordination with multiple public agencies. The target relocation period may be adjusted by mutual written agreement if reasonably necessary to accommodate such activities.

6.3 Obligation to Pursue Relocation

The Dairy shall actively and continuously pursue relocation and shall not take any action that would materially delay, impede, or frustrate relocation efforts.

SECTION 7. TERM AND TERMINATION

7.1 Term

This Agreement shall remain in full force and effect until the relocation of the Dairy is completed or until terminated in accordance with this Section.

7.2 No Termination for Convenience

This Agreement may not be terminated by either party for convenience.

7.3 Termination for Material Breach

Either party may terminate this Agreement only upon the occurrence of a material breach by the other party, provided that written notice of such breach is given and the breaching party fails to cure such breach within a period not less than thirty (30) days.

7.4 Effect of Termination

Termination shall not affect obligations that have already accrued, including but not limited to dismissal of litigation and withdrawal of the ballot initiative.

SECTION 8. DEFAULT AND REMEDIES

A material default shall include failure to dismiss litigation, failure to withdraw the ballot initiative, regulatory noncompliance, or failure to cooperate in relocation efforts. In the event of default, the non-defaulting party shall have the right to pursue all remedies available at law or in equity, including specific performance and injunctive relief.

SECTION 9. BINDING EFFECT

This Agreement constitutes a binding and enforceable contract between the parties. The parties acknowledge that this Agreement is intended to be relied upon and enforced according to its terms.

SECTION 10. INCORPORATION OF EXHIBITS

Exhibit A (Conditions of Operation) and Exhibit B (Exclusive Negotiation Agreement) are hereby incorporated into this Agreement by this reference.

CITY OF MCFARLAND,

WEST STAR NORTH DAIRY

By: _____
Name: Saul Ayon
Title: Mayor

By: _____
Name: Bennett Slegers
Title:

ATTEST:

Erika De La Cruz, City Clerk

By: _____
Name: Trevor Slegers
Title: Manager

APPROVED AS TO FORM:

Nathan Hodges
Special Counsel

EXHIBIT A

CONDITIONS OF OPERATION

During the term of this Agreement, West Star North Dairy dba Sherwood Ranch ("Dairy") shall continue to operate the Project Site in compliance with the following Conditions of Operation. These conditions are intended to promote continued regulatory compliance, minimize operational impacts to surrounding properties, and support the orderly transition and eventual relocation of Dairy operations.

A. Regulatory Compliance

The Dairy shall operate the Project Site in full compliance with all applicable federal, state, regional, and local laws, regulations, permits, orders, licenses, and approvals governing Dairy operations. The Dairy shall promptly correct any violation identified by a regulatory agency and shall provide copies of any notices of violation, enforcement orders, or similar regulatory actions to the City within ten (10) business days of receipt. Failure to maintain compliance with applicable regulatory requirements may constitute a material breach of this Agreement.

B. Business License Requirements

The Dairy shall obtain and maintain all required City business licenses throughout the term of this Agreement. The Dairy shall pay all applicable business license taxes, fees, and related charges imposed generally upon businesses operating within the City. The parties acknowledge that such business license obligations are intended to be generally consistent with fees imposed by other jurisdictions on similarly situated commercial and agricultural operations.

C. Odor Management

The Dairy shall implement and maintain reasonable operational practices intended to minimize odors originating from Dairy operations. Such practices shall include proper manure management, waste handling, lagoon maintenance, and other industry-standard operational measures designed to reduce odor impacts to surrounding properties.

The Dairy shall cooperate in good faith with the City to evaluate and implement additional odor reduction measures that are reasonably necessary and economically feasible.

D. Dust Control

The Dairy shall implement ongoing dust suppression measures sufficient to minimize off-site migration of dust and particulate matter generated by Dairy operations.

At a minimum, internal roadways, travel paths, and other dust-generating areas shall be watered daily or more frequently as reasonably necessary based upon weather conditions, operational activity, and site conditions.

The Dairy may utilize alternative dust-control methods that provide equivalent or greater effectiveness in reducing off-site dust impacts.

E. Site Maintenance

The Dairy shall maintain the Project Site in a clean, orderly, and well-maintained condition. Such maintenance shall include: Proper manure management and disposal; Waste handling and housekeeping practices; Removal of discarded materials and debris; Maintenance of operational equipment and facilities; and General upkeep necessary to prevent nuisance conditions.

F. Highway 99 Screening Improvements

The Dairy shall design, construct, and maintain screening improvements along the portions of the Project Site visible from State Route 99. Such improvements may include fencing, landscaping, vegetative screening, decorative screening materials, or a combination thereof. The purpose of the screening improvements shall be to reduce the visibility of Dairy operations from the Highway 99 corridor and improve the overall visual appearance of the property.

Plans for screening improvements shall be submitted to the City for review and approval within six (6) months following the Effective Date of this Agreement, and construction shall be completed within a mutually agreed-upon timeframe.

G. Drainage and Stormwater Facilities

The Dairy shall maintain existing drainage facilities, stormwater management systems, and related infrastructure in a manner that prevents adverse impacts to surrounding properties. The Dairy shall cooperate with the City regarding flood control, drainage improvements, stormwater management projects, and related infrastructure improvements affecting the Project Site or adjacent properties.

H. Infrastructure Coordination

The Dairy shall cooperate with the City regarding planning, design, and implementation of public infrastructure improvements affecting the Project Site and surrounding areas. Such improvements may include roadways, drainage facilities, flood control improvements, water facilities, sewer facilities, utility infrastructure, and related public improvements.

Nothing herein shall require the Dairy to fund public improvements except as otherwise agreed by the parties or required by law.

J. Periodic Coordination Meetings

Representatives of the City and the Dairy shall meet no less than quarterly to discuss: Relocation progress; Regulatory permitting activities; Property acquisition and disposition efforts; Compliance with these Conditions of Operation; Infrastructure planning and coordination; and Other matters related to implementation of this Agreement.

The purpose of these meetings shall be to maintain communication and facilitate successful implementation of the relocation framework established by this Agreement.

EXHIBIT B

EXCLUSIVE NEGOTIATION AGREEMENT (ENA)

The City hereby grants to the Dairy the exclusive right to negotiate with the City for the potential acquisition or lease of certain City-owned property to be identified by the City for relocation purposes. The term of this Exclusive Negotiation Agreement shall be twenty-four (24) months from the Effective Date, unless extended by mutual written agreement of the parties.

During the term of this Exclusive Negotiation Agreement, the City shall not negotiate with any other party regarding the use of such property for dairy relocation purposes. The parties shall negotiate in good faith toward a definitive agreement governing the disposition of the property, development entitlements, and related infrastructure improvements.

The Dairy shall have the right to conduct due diligence activities on the property, including environmental review and feasibility analysis, subject to reasonable approval by the City. Nothing in this Agreement shall obligate the City to convey property or approve any development proposal.

Each party shall bear its own costs associated with negotiations and due diligence unless otherwise agreed in writing. This Exclusive Negotiation Agreement may be terminated only upon expiration of its term or upon a failure demonstrated by either party to negotiate in good faith.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
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: Approval of Resolution No. 2026-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF A BALLOT MEASURE AUTHORIZING THE CITY COUNCIL TO AMEND CHAPTER 17.200 OF THE MCFARLAND MUNICIPAL CODE, RELATING TO CONCENTRATED ANIMAL FEEDING OPERATIONS, AT THE TUESDAY, NOVEMBER 3, 2026 MUNICIPAL ELECTION; REQUESTING THAT THE COUNTY OF KERN CONDUCT THE ELECTION; AND DIRECTING THE CITY CLERK AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO PLACE THE MEASURE ON THE BALLOT

SUMMARY:

In 2026, an initiative petition concerning concentrated animal feeding operations ("CAFOs") qualified for City Council consideration pursuant to the California Elections Code. The City Council subsequently adopted the ordinance without submitting the measure to the voters.

Because the ordinance originated through the initiative process, Elections Code Section 9217 applies. Section 9217 provides that an initiative ordinance adopted by the legislative body may not be repealed or amended except by a vote of the people unless the ordinance itself provides otherwise. The adopted ordinance does not contain language authorizing future amendments by the City Council. As a result, substantive modifications to Chapter 17.200 presently require voter approval.

During recent discussions concerning implementation of the ordinance and ongoing negotiations regarding dairy relocation and related land use matters, the Council identified a need for greater flexibility in addressing future circumstances while maintaining transparency and public participation. The proposed measure is intended to provide that flexibility by allowing future amendments to Chapter 17.200 through a duly noticed public hearing and ordinance adoption process.

Chapter 17.200 currently operates as an initiative ordinance for purposes of Elections Code Section 9217. Consequently, the Council's authority to amend the ordinance is restricted absent voter authorization. The proposed ballot measure would amend Chapter 17.200 by adding a new section providing:

"The City Council of the City of McFarland is hereby authorized to amend, revise,

extend, supplement, or repeal any provision of Chapter 17.200 of the McFarland Municipal Code by ordinance, provided that any such ordinance is adopted following a duly noticed public hearing."

If approved by voters, this provision would establish a mechanism for future amendments through legislative action by the City Council.

The purpose of the measure is procedural rather than substantive. The measure:

- Authorizes future amendments by the City Council.
- Requires future amendments to occur through a public hearing process.
- Preserves public participation and transparency.
- Allows the City to respond to changing circumstances, regulatory requirements, operational issues, infrastructure needs, and land use considerations.

Any future amendment would require separate City Council consideration and public hearings in accordance with applicable law.

California Elections Code Section 9222 authorizes a city council to submit to voters a proposition for the enactment, amendment, or repeal of an ordinance.

If the City Council adopts the proposed resolution the measure will be submitted to voters at the November 3, 2026 election. The City Attorney will prepare an impartial analysis. Ballot arguments and rebuttal arguments will be accepted pursuant to the Elections Code. Kern County Elections will administer the election as part of the previously called municipal election. The measure will become effective if approved by a majority of voters.

FINANCIAL IMPACT:

The City will incur election-related costs associated with placing the measure on the ballot and consolidating the election with Kern County. Actual costs will depend upon the number of local measures and jurisdictions participating in the election and will be billed by the County following completion of election services.

RECOMMENDATION:

City Council adopt Resolution 2026-95

ATTACHMENTS:

1. Exhibit A

RESOLUTION NO. 2026-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF A BALLOT MEASURE AUTHORIZING THE CITY COUNCIL TO AMEND CHAPTER 17.200 OF THE MCFARLAND MUNICIPAL CODE, RELATING TO CONCENTRATED ANIMAL FEEDING OPERATIONS, AT THE TUESDAY, NOVEMBER 3, 2026 MUNICIPAL ELECTION; REQUESTING THAT THE COUNTY OF KERN CONDUCT THE ELECTION; AND DIRECTING THE CITY CLERK AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO PLACE THE MEASURE ON THE BALLOT

WHEREAS, the City of McFarland is a California municipal corporation and general law city; and

WHEREAS, Chapter 17.200 of the McFarland Municipal Code regulates and prohibits concentrated animal feeding operations within the City; and

WHEREAS, Chapter 17.200 was adopted by the City Council following the qualification of an initiative petition pursuant to the California Elections Code; and

WHEREAS, Elections Code section 9217 provides that an ordinance proposed by initiative petition and adopted by the legislative body shall not be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance; and

WHEREAS, Chapter 17.200 does not presently contain a provision authorizing the City Council to amend the ordinance; and

WHEREAS, as a result, the City Council does not currently have authority to amend Chapter 17.200 without further voter approval; and

WHEREAS, the City Council desires to submit to the voters a measure that would add Section 17.200.120 to the McFarland Municipal Code to expressly authorize the City Council to amend, revise, extend, supplement, or repeal provisions of Chapter 17.200 by ordinance following a duly noticed public hearing; and

WHEREAS, Elections Code section 9222 authorizes the legislative body of a city to submit to the voters, without a petition, a proposition for the repeal, amendment, or enactment of any ordinance, to be voted upon at any succeeding regular or special city election; and

WHEREAS, the City Council desires to submit the measure attached hereto as Exhibit A to the qualified electors of the City of McFarland at the November 3, 2026 election; and

WHEREAS, the City Council desires to request that the Kern County Elections Office conduct the election and canvass the returns on behalf of the City; and

WHEREAS, the proposed measure does not itself approve any development project, physical improvement, or land use entitlement, and instead concerns the procedural authority of the City Council to consider future amendments to Chapter 17.200; and

WHEREAS, the City Council finds that placing the measure on the ballot is not a project subject to the California Environmental Quality Act, or alternatively is exempt under the common sense exemption set forth in CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that submitting the measure to the voters will not, by itself, result in a significant effect on the environment.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Submission of Measure to Voters.

Pursuant to Elections Code section 9222 and other applicable law, the City Council hereby orders the submission to the qualified electors of the City of McFarland of the ordinance measure attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. Election Date.

The measure shall be submitted to the qualified electors of the City of McFarland at the November 3, 2026 municipal election, or such other election date as may be lawfully established by the City Council and conducted in accordance with the Elections Code.

Section 4. Ballot Question.

The exact form of the ballot question shall be as follows:

Shall the measure authorizing the McFarland City Council, after a duly noticed public hearing, to amend, revise, extend, supplement, or repeal provisions of Chapter 17.200 of the McFarland Municipal Code, relating to concentrated animal feeding operations, be adopted?

The City Council authorizes the City Clerk, in consultation with the City Attorney and the County Elections Official, to make any non-substantive revisions to the ballot question necessary to comply with formatting, word limit, or administrative requirements, provided that the substance of the measure is not changed.

Section 5. Majority Vote Required.

The measure shall be approved if it receives a majority of the votes cast on the measure. If approved by a majority of the voters voting on the measure, the ordinance attached as Exhibit A shall be adopted and shall take effect in accordance with applicable law.

Section 6. Request for Election Services and Consolidation.

The City Council hereby requests that the Board of Supervisors of the County of Kern and the Kern County Elections Office conduct the election for this measure and canvass the returns.

The City Council further requests that the election be consolidated with all other elections to be held within the City of McFarland on November 3, 2026, pursuant to applicable provisions of the Elections Code.

The City acknowledges that it shall reimburse the County of Kern for the City's share of costs associated with placing the measure on the ballot and conducting the election.

Section 7. Full Text of Measure.

The full text of the proposed ordinance measure is attached hereto as Exhibit A and shall be made available to the public in the manner required by law.

Section 8. City Attorney Impartial Analysis.

The City Council hereby directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney is requested to prepare an impartial analysis of the measure in accordance with the Elections Code.

Section 9. Arguments and Rebuttals.

The City Council authorizes the filing of ballot arguments for and against the measure in accordance with the Elections Code.

The City Council authorizes the Mayor and one or more members of the City Council or other designated person(s) to prepare and file a written argument in favor of the measure on behalf of the City Council, if the City Council so directs.

The City Clerk is authorized and directed to establish and publish deadlines for the submission of arguments and rebuttal arguments in accordance with the Elections Code and all applicable County election procedures.

Section 10. Authority of City Clerk.

The City Clerk is hereby authorized and directed to take all actions necessary and appropriate to place the measure on the ballot, including but not limited to:

1. Transmitting this Resolution and the full text of the measure to the Kern County Elections Office;
2. Coordinating with the County Elections Office regarding ballot materials, deadlines, and election procedures;
3. Publishing, posting, or otherwise making available all notices required by law;
4. Receiving and processing ballot arguments and rebuttal arguments, if any;
5. Providing the City Attorney with materials necessary for preparation of the impartial analysis; and
6. Taking all other ministerial or administrative actions necessary to conduct the election in accordance with law.

Section 11. CEQA.

The City Council finds that this action is not a project subject to CEQA because it involves the submission of a measure to the voters and does not, by itself, approve any physical development, land use entitlement, construction activity, or change in physical conditions.

The City Council further finds that, even if this action were considered a project, it would be exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that there is no possibility that submitting the measure to the voters will have a significant effect on the environment.

Section 12. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Resolution shall remain in full force and effect.

Section 13. Effective Date.

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

MCFARLAND MEASURE ____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF MCFARLAND AUTHORIZING
THE CITY COUNCIL TO AMEND CHAPTER 17.200 OF THE MCFARLAND
MUNICIPAL CODE, RELATING TO CONCENTRATED ANIMAL FEEDING
OPERATIONS**

THE PEOPLE OF THE CITY OF MCFARLAND DO ORDAIN AS FOLLOWS:

Section 1. Title.

This measure shall be known as the CAFO Ordinance Council Amendment Authorization Act.

Section 2. Purpose.

The purpose of this measure is to authorize the McFarland City Council to amend Chapter 17.200 of the McFarland Municipal Code, relating to concentrated animal feeding operations, in order to address operational, environmental, economic, land use, administrative, and public health and safety issues that may arise after adoption of the ordinance.

Section 3. Amendment Authority.

Section 17.200.120 is hereby added to Chapter 17.200 of the McFarland Municipal Code to read as follows:

17.200.120 Council Amendment Authority.

Pursuant to voter approval of this section, the City Council of the City of McFarland is hereby authorized to amend, revise, extend, supplement, or repeal any provision of Chapter 17.200 of the McFarland Municipal Code by ordinance, provided that any such ordinance is adopted following a duly noticed public hearing.

Section 4. Construction.

This measure shall be liberally construed to effectuate its purpose of granting amendment authority to the City Council with respect to Chapter 17.200 of the McFarland Municipal Code.

Section 5. Severability.

If any provision of this measure, or its application to any person or circumstance, is held invalid or unenforceable, the remaining provisions and applications shall remain in full force and effect.

Section 6. Effective Date.

This measure shall take effect ten (10) days after the vote is declared by the City Council, in accordance with applicable law.