

**AGENDA
MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY
MCFARLAND USA FOUNDATION**

**REGULAR MEETING
CITY COUNCIL CHAMBERS
103 W. SHERWOOD AVE, MCFARLAND, CA**

**May 27, 2021
6:00 PM**

In Person Meeting

How to submit public comments:

- If you have a comment, a statement or question, please submit these in writing to the City Clerk by mail at 401 W. Kern Ave, McFarland, CA 93250, or email at falvarado@mcfarlandcity.org. Such comments must be identified by adding the Agenda Item Number in the subject line of the email. Please include your name and address for the record. In the subject line, please provide “Public Comment Item #” (insert the item number relevant to your comment) or “Public Comment Non-Agenda Item”. All public comments will be read into the record or compiled as part of the record.
- Speakers are limited to two (2) minutes.

Americans with Disabilities Act:

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, at (661) 792-3091 ext. 2135. Notification of at least 48 hours prior to the meeting, or time when services are needed, will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or services.

CALL TO ORDER: Mayor Sally Gonzalez

ROLL CALL:

Mayor/Chairman, Sally Gonzalez
Mayor Pro Tem, María T. Pérez
Council Member/Board Member, Eric Rodriguez
Council Member/Board Member, Saul Ayon
Council Member/Board Member, Ricardo Cano

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS, INTRODUCTIONS AND AWARDS

- Certificate of Recognition to The Medina Family- Per Chief Kenny Williams

PUBLIC COMMENT: The public may address the Council/Board Member on items, which do not appear on the agenda. Council/Board Members may respond briefly to statements made or questions posed. They may ask a question for clarification; may refer the item to staff for further study or for placement on a future agenda. **Speakers are limited to two minutes for each person. Please state your name and address for the record prior to making a presentation. Fifteen minutes total will be allowed for any one subject.**

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 removes a particular item.

1. Warrant Register for *\$450,642.02* from *May 1, 2021 to May 15, 2021*.
2. Approval of *May 13, 2021* Minutes.

PUBLIC HEARINGS

None

DEPARTMENTAL REPORTS

- a. Administration
- b. Police Department
- c. Finance Department
- d. Public Works Department
- e. Community Development Department

ADMINISTRATIVE AGENDA

3. Report and Discussion of Media Contact, Per Mayor Pro Tem María Pérez.
4. Staff Recommends the City Council Appoint A Member of The Council to Be Seated on The Community Relations Board (GEO).
5. Report, Discuss and Give Direction to City Manager and or City Attorney Regarding the City of McFarland's Policy Governing Rental of City Property, including, but not limited to, the Veteran Hall Rental Policy and Any Rental Agreement related thereto, Per Councilmember Ricardo Cano.
6. Report, Discuss and Possible Approval of Awarding Contract to Dee Jasper for conducting Urban Water Management Plan for the City of McFarland.
7. Report, Discuss, And Possible Approval to Use Funding from American Rescue Plan Act to Purchase A New Animal Control Vehicle in The Amount Of *\$83,049.18*.
8. Report, Discuss, And Possible Approval Of City Manager As The Official Authorized To Execute The Agreement With State Of California Department Of Transportation By Adopting

Resolution No. 2021-0033 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ADMINISTERING AGENCY-FEDERAL MASTER AGREEMENT AND THE FINANCE LETTER FOR HSIPL-5343 (018) UPGRADE UNCONTROLLED CROSSWALK AND THE INTERSECTION OF W. PERKINS AVENUE AND 3RD PLACE, E PERKINS AVENUE AND SAN LUCAS, E PERKINS AVENUE AND SAN PEDRO STREET, E SHERWOOD AVENUE AND BROWNING ROAD, AND W KERN AVENUE AND 4TH STREET AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN

9. Report, Discussion, And Possible Approval of **Resolution No. 2021-0034** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AMENDING THE CITY'S PROCEDURES FOR PUBLIC COMMENT DURING CITY COUNCIL MEETINGS.
10. Report, Discussion, And Possible Approval of **Resolution No. 2021-0035** A RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE PROJECT LIST FOR FY 2021-22 FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM.
11. Proposed Ordinance Amending and Restating McFarland Municipal Code 5.48.010, 5.48.020, and 5.48.030 and enacting McFarland Municipal Code 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.110, and 5.48.120 governing Garage Sales/Yard Sales.
 - a. Open the Public Hearing and receive public testimony;
 - b. Waive the reading of the ordinance text in its entirety, read by title only, and introduce for reading **Ordinance No. 0003-2021**, "AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING GARAGE SALES/YARD SALES AND AMENDING AND RESTATING TITLE 5, CHAPTER 5.48 OF THE MCFARLAND MUNICIPAL CODE TO AMEND AND RESTATE SECTIONS 5.48.010, 5.48.020, AND 5.48.030, AND ENACT SECTIONS 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.110, and 5.48.120, MCFARLAND MUNICIPAL CODE."
 - c. Direct staff to schedule second reading and adoption of **Ordinance No. 0003-2021** for the June 10, 2021 Regular City Council meeting.
12. Proposed Ordinance Amending and Restating McFarland Municipal Code 5.44.020, and 5.44.060 governing Vending from Vehicles, and 5.04.140 governing License Taxes - Rates.
 - a. Open the Public Hearing and receive public testimony;
 - b. Waive the reading of the ordinance text in its entirety, read by title only, and introduce for reading **Ordinance No. 0004-2021**, "AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING VENDING FROM VEHICLES AND LICENSE TAXES – RATES, AND AMENDING AND RESTATING TITLE 5, CHAPTER 5.44 OF THE MCFARLAND MUNICIPAL CODE TO AMEND AND RESTATE SECTIONS 5.48.020, AND 5.48.060, AND AMENDING AND RESTATING TITLE 5, CHAPTER 5.04, SECTION 5.04.140, MCFARLAND MUNICIPAL CODE."
 - c. Direct staff to schedule second reading and adoption of **Ordinance No. 0004-2021** for the June 10, 2021 Regular City Council meeting.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Delano Mosquito Abatement District (DMAD) – Council Member Ricardo Cano
- b. Kern Council of Governments (KCOG) – Mayor Sally Gonzalez or Alternate Mayor Pro Tem Maria T. Pérez
- c. McFarland Tri-Agency Partners (MTAP) – Mayor Sally Gonzalez or Alternate Council Member Eric Rodriguez
- d. Kern Economic Development Corp. (KEDC) – Mayor Sally Gonzalez
- e. Kern County Association of Cities (KCAC)
- f. Poso Creek IRWMP

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.

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on May 24, 2021.

Francisca Alvarado

Francisca Alvarado, City Clerk

Next Meeting: Regular City Council June 10, 2021.

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.



City of McFarland

Certificate of Recognition

In recognition of your generous donation of an automated external defibrillator (AED) to the McFarland Police Department. Your lifesaving contribution will make a huge difference to those who may need it. We thank you for recognizing this important need and stepping up.

We hereby present:

The Medina Family

With this certificate of recognition for your lifesaving contribution

May 13, 2021

Sally Gonzalez, Mayor

Kenny Williams, Chief of Police



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payable Dates 5/1/2021 - 5/15/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Aflac - Aflac					
Aflac	INV0018680	05/06/2021	Maria Moreno Life	34-22900-0000-1	32.95
Vendor Aflac - Aflac Total:					32.95
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0018639	05/06/2021	American Fidelity Accident 1	30-22800-0000-1	8.66
American Fidelity	INV0018640	05/06/2021	American Fidelity Accident 2* F	34-22800-0000-1	15.41
American Fidelity	INV0018641	05/06/2021	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0018642	05/06/2021	American Fidelity - Disability In	01-22700-0000-1	74.49
American Fidelity	INV0018642	05/06/2021	American Fidelity - Disability In	30-22700-0000-1	66.98
American Fidelity	INV0018642	05/06/2021	American Fidelity - Disability In	31-22700-0000-1	0.22
American Fidelity	INV0018642	05/06/2021	American Fidelity - Disability In	32-22700-0000-1	14.31
American Fidelity	INV0018642	05/06/2021	American Fidelity - Disability In	34-22700-0000-1	30.76
American Fidelity	INV0018643	05/06/2021	Health FSA	01-22600-0000-1	75.12
American Fidelity	INV0018643	05/06/2021	Health FSA	30-22600-0000-1	80.60
American Fidelity	INV0018643	05/06/2021	Health FSA	31-22600-0000-1	3.48
American Fidelity	INV0018643	05/06/2021	Health FSA	32-22600-0000-1	60.19
American Fidelity	INV0018644	05/06/2021	Life 1	01-22900-0000-1	28.99
American Fidelity	INV0018644	05/06/2021	Life 1	30-22900-0000-1	43.43
American Fidelity	INV0018644	05/06/2021	Life 1	31-22900-0000-1	8.46
American Fidelity	INV0018644	05/06/2021	Life 1	32-22900-0000-1	29.54
American Fidelity	INV0018644	05/06/2021	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0018645	05/06/2021	Life 2	01-22900-0000-1	5.01
American Fidelity	INV0018645	05/06/2021	Life 2	30-22900-0000-1	26.22
American Fidelity	INV0018645	05/06/2021	Life 2	31-22900-0000-1	0.03
American Fidelity	INV0018645	05/06/2021	Life 2	32-22900-0000-1	5.61
American Fidelity	INV0018645	05/06/2021	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0018646	05/06/2021	Life 3	01-22900-0000-1	3.36
American Fidelity	INV0018646	05/06/2021	Life 3	30-22900-0000-1	4.02
American Fidelity	INV0018646	05/06/2021	Life 3	31-22900-0000-1	0.05
American Fidelity	INV0018646	05/06/2021	Life 3	32-22900-0000-1	3.92
American Fidelity	INV0018647	05/06/2021	Life 3	01-22900-0000-1	2.88
American Fidelity	INV0018647	05/06/2021	Life 3	30-22900-0000-1	3.12
American Fidelity	INV0018647	05/06/2021	Life 3	31-22900-0000-1	0.03
American Fidelity	INV0018647	05/06/2021	Life 3	32-22900-0000-1	3.03
American Fidelity	INV0018648	05/06/2021	Life 3	01-22900-0000-1	1.36
American Fidelity	INV0018648	05/06/2021	Life 3	30-22900-0000-1	1.02
American Fidelity	INV0018648	05/06/2021	Life 3	32-22900-0000-1	1.01
American Fidelity	INV0018675	05/06/2021	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0018676	05/06/2021	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0018677	05/06/2021	Cancer 2* - American Fidelity P	30-22950-0000-1	16.50
American Fidelity	INV0018678	05/06/2021	Cancer 2* - American Fidelity P	34-22950-0000-1	16.65
American Fidelity	INV0018689	05/06/2021	American Fidelity Accident 1	01-22800-0000-1	34.75
American Fidelity	INV0018690	05/06/2021	American Fidelity Accident 2* F	01-22800-0000-1	8.66
American Fidelity	INV0018691	05/06/2021	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0018692	05/06/2021	American Fidelity - Disability In	01-22700-0000-1	294.62
American Fidelity	INV0018693	05/06/2021	Health FSA	01-22600-0000-1	3.84
American Fidelity	INV0018694	05/06/2021	Life 1	01-22900-0000-1	133.82
American Fidelity	INV0018695	05/06/2021	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0018706	05/06/2021	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					1,234.76
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17304 Monthly Service Apr	01-130-52200-0000-1	1,531.25
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17326 Monthly Service	01-130-52200-0000-1	3,600.00
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17215 April 2021	01-130-52200-0000-1	3,600.00

Expense Approval Report

Payable Dates: 5/1/2021 - 5/15/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17135 City of Mcfarland Cit	01-130-54800-0000-1	23.77
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17391	01-130-54800-0000-1	25.95
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17200 Travel Charges	01-130-54800-0000-1	100.00
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17183	01-130-54800-0000-1	150.00
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17205	01-130-54800-0000-1	400.00
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17390	01-130-54800-0000-1	518.12
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17302 City Hall	01-130-54800-0000-1	647.51
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17182 MPD Overages	01-130-54800-0000-1	700.00
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17280 City Hall	01-130-54800-0000-1	2,391.38
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17348 Monthly Back up Ser	01-150-52200-0000-1	1,531.25
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17303 Monthly Back up Ser	01-150-52200-0000-1	1,531.25
American Office Solutions, LLC	INV0018716	05/05/2021	Inv 17079 March 2021	01-310-52200-0000-1	3,600.00
Vendor American Office Solu - American Office Solutions, LLC Total:					20,350.48

Vendor: Brink's, Inc. - Brink's, Inc.

Brink's, Inc.	386251	05/13/2021	386251	01-130-51200-0000-1	35.85
Brink's, Inc.	386251	05/13/2021	386251	30-500-51200-0000-1	35.86
Brink's, Inc.	386251	05/13/2021	386251	31-505-51200-0000-1	35.85
Brink's, Inc.	386251	05/13/2021	386251	32-510-51200-0000-1	35.85
Brink's, Inc.	38625271	05/13/2021	38625271	01-130-51200-0000-1	35.85
Brink's, Inc.	38625271	05/13/2021	38625271	30-500-51200-0000-1	35.86
Brink's, Inc.	38625271	05/13/2021	38625271	31-505-51200-0000-1	35.85
Brink's, Inc.	38625271	05/13/2021	38625271	32-510-51200-0000-1	35.85
Brink's, Inc.	3868380	05/13/2021	3868380	01-130-51200-0000-1	157.26
Brink's, Inc.	3868380	05/13/2021	3868380	30-500-51200-0000-1	157.28
Brink's, Inc.	3868380	05/13/2021	3868380	31-505-51200-0000-1	157.26
Brink's, Inc.	3868380	05/13/2021	3868380	32-510-51200-0000-1	157.26
Brink's, Inc.	3928767	05/13/2021	3928767	01-130-51200-0000-1	165.32
Brink's, Inc.	3928767	05/13/2021	3928767	30-500-51200-0000-1	165.32
Brink's, Inc.	3928767	05/13/2021	3928767	31-505-51200-0000-1	165.32
Brink's, Inc.	3928767	05/13/2021	3928767	32-510-51200-0000-1	165.33
Vendor Brink's, Inc. - Brink's, Inc. Total:					1,577.17

Vendor: California Labor - California Labor Law Poster Service

California Labor Law Poster Ser	01-14-2021	05/13/2021	Inv 01-14-2021	01-180-53200-0000-1	286.20
California Labor Law Poster Ser	01-14-2021	05/13/2021	Inv 01-14-2021	30-500-53200-0000-1	238.50
California Labor Law Poster Ser	01-14-2021	05/13/2021	Inv 01-14-2021	32-510-53200-0000-1	238.50
California Labor Law Poster Ser	01-14-2021	05/13/2021	Inv 01-14-2021	34-520-53200-0000-1	190.80
Vendor California Labor - California Labor Law Poster Service Total:					954.00

Vendor: CDW Government - CDW Government

CDW Government	4823164	05/05/2021	Inv 4823164	26-110-53100-8223-1	83.44
Vendor CDW Government - CDW Government Total:					83.44

Vendor: CivicPlus - CivicPlus

CivicPlus	208761	05/05/2021	Inv.208761 Annual Fees City W	01-130-56000-0000-1	1,446.72
CivicPlus	208761	05/05/2021	Inv.208761 Annual Fees City W	30-500-56000-0000-1	1,446.71
CivicPlus	208761	05/05/2021	Inv.208761 Annual Fees City W	31-505-56000-0000-1	1,446.71
CivicPlus	208761	05/05/2021	Inv.208761 Annual Fees City W	32-510-56000-0000-1	1,446.71
Vendor CivicPlus - CivicPlus Total:					5,786.85

Vendor: CLA - CLIFTONLARSONALLEN LLP

CLIFTONLARSONALLEN LLP	2844638	05/13/2021	Inv 2844638	01-20400-0000-1	759.15
CLIFTONLARSONALLEN LLP	2844638	05/13/2021	Inv 2844638	30-20400-0000-1	759.15
CLIFTONLARSONALLEN LLP	2844638	05/13/2021	Inv 2844638	31-20400-0000-1	350.38
CLIFTONLARSONALLEN LLP	2844638	05/13/2021	Inv 2844638	32-20400-0000-1	788.35
CLIFTONLARSONALLEN LLP	2844638	05/13/2021	Inv 2844638	34-20400-0000-1	262.78
Vendor CLA - CLIFTONLARSONALLEN LLP Total:					2,919.81

Vendor: Creative Financial - Creative Financial

Creative Financial	121070167	05/13/2021	Inv 121070167	01-115-52200-0000-1	392.70
Creative Financial	121070167	05/13/2021	Inv 121070167	30-500-52200-0000-1	392.70
Creative Financial	121070167	05/13/2021	Inv 121070167	31-505-52200-0000-1	130.90
Creative Financial	121070167	05/13/2021	Inv 121070167	32-510-52200-0000-1	392.70

Expense Approval Report

Payable Dates: 5/1/2021 - 5/15/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Creative Financial	121080162	05/13/2021	Inv 121080162	01-115-52200-0000-1	795.94
Creative Financial	121080162	05/13/2021	Inv 121080162	30-500-52200-0000-1	795.93
Creative Financial	121080162	05/13/2021	Inv 121080162	31-505-52200-0000-1	265.31
Creative Financial	121080162	05/13/2021	Inv 121080162	32-510-52200-0000-1	795.94
Creative Financial	121090167	05/13/2021	Inv 121090167	01-115-52200-0000-1	827.73
Creative Financial	121090167	05/13/2021	Inv 121090167	30-500-52200-0000-1	827.73
Creative Financial	121090167	05/13/2021	Inv 121090167	31-505-52200-0000-1	275.91
Creative Financial	121090167	05/13/2021	Inv 121090167	32-510-52200-0000-1	827.73
Creative Financial	121120175	05/13/2021	Inv 121120175	01-115-52200-0000-1	610.22
Creative Financial	121120175	05/13/2021	Inv 121120175	30-500-52200-0000-1	610.21
Creative Financial	121120175	05/13/2021	Inv 121120175	31-505-52200-0000-1	203.40
Creative Financial	121120175	05/13/2021	Inv 121120175	32-510-52200-0000-1	610.22
Creative Financial	121140174	05/13/2021	Inv 121140174	01-115-52200-0000-1	364.65
Creative Financial	121140174	05/13/2021	Inv 121140174	30-500-52200-0000-1	364.65
Creative Financial	121140174	05/13/2021	Inv 121140174	31-505-52200-0000-1	121.55
Creative Financial	121140174	05/13/2021	Inv 121140174	32-510-52200-0000-1	364.65
Creative Financial	121160179	05/13/2021	Inv 121160179	01-115-52200-0000-1	400.78
Creative Financial	121160179	05/13/2021	Inv 121160179	30-500-52200-0000-1	400.78
Creative Financial	121160179	05/13/2021	Inv 121160179	31-505-52200-0000-1	133.59
Creative Financial	121160179	05/13/2021	Inv 121160179	32-510-52200-0000-1	400.78
Creative Financial	121170184	05/13/2021	Inv 121170184	01-115-52200-0000-1	635.95
Creative Financial	121170184	05/13/2021	Inv 121170184	30-500-52200-0000-1	635.95
Creative Financial	121170184	05/13/2021	Inv 121170184	31-505-52200-0000-1	211.98
Creative Financial	121170184	05/13/2021	Inv 121170184	32-510-52200-0000-1	635.95
Vendor Creative Financial - Creative Financial Total:					13,426.53

Vendor: EDD - EDD

EDD	INV0018683	05/06/2021	State Income Tax Withholding	01-22200-0000-1	342.15
EDD	INV0018683	05/06/2021	State Income Tax Withholding	20-22200-0000-1	23.20
EDD	INV0018683	05/06/2021	State Income Tax Withholding	30-22200-0000-1	298.95
EDD	INV0018683	05/06/2021	State Income Tax Withholding	31-22200-0000-1	1.36
EDD	INV0018683	05/06/2021	State Income Tax Withholding	32-22200-0000-1	208.33
EDD	INV0018683	05/06/2021	State Income Tax Withholding	34-22200-0000-1	15.95
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	01-22200-0000-1	171.50
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	20-22200-0000-1	17.77
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	30-22200-0000-1	125.26
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	31-22200-0000-1	10.50
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	32-22200-0000-1	113.37
EDD	INV0018684	05/06/2021	SDI - State Disability Insurance	34-22200-0000-1	13.10
EDD	INV0018685	05/06/2021	State Unemployment Insurance	20-22250-0000-1	75.79
EDD	INV0018685	05/06/2021	State Unemployment Insurance	32-22250-0000-1	85.23
EDD	INV0018709	05/06/2021	State Income Tax Withholding	01-22200-0000-1	2,159.15
EDD	INV0018710	05/06/2021	SDI - State Disability Insurance	01-22200-0000-1	530.52
EDD	INV0018710	05/06/2021	SDI - State Disability Insurance	30-22200-0000-1	3.89
EDD	INV0018710	05/06/2021	SDI - State Disability Insurance	32-22200-0000-1	3.90
EDD	INV0018711	05/06/2021	State Unemployment Insurance	01-22250-0000-1	41.03
EDD	INV0018711	05/06/2021	State Unemployment Insurance	30-22250-0000-1	24.14
EDD	INV0018711	05/06/2021	State Unemployment Insurance	32-22250-0000-1	24.13
Vendor EDD - EDD Total:					4,289.22

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	01-22050-0000-1	1,056.23
Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	20-22050-0000-1	30.28
Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	30-22050-0000-1	818.38
Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	31-22050-0000-1	2.81
Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	32-22050-0000-1	514.99
Electronic Federal Tax Payment	INV0018681	05/06/2021	Federal Income Tax Withholding	34-22050-0000-1	64.02
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	01-22100-0000-1	2,126.34
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	20-22100-0000-1	220.52
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	30-22100-0000-1	1,553.22
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	31-22100-0000-1	130.20
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	32-22100-0000-1	1,405.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Payment	INV0018682	05/06/2021	Social Security	34-22100-0000-1	162.48
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	01-22150-0000-1	497.28
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	20-22150-0000-1	51.58
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	30-22150-0000-1	363.24
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	31-22150-0000-1	30.46
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	32-22150-0000-1	328.78
Electronic Federal Tax Payment	INV0018686	05/06/2021	Medicare	34-22150-0000-1	38.00
Electronic Federal Tax Payment	INV0018707	05/06/2021	Federal Income Tax Withholdin	01-22050-0000-1	6,012.48
Electronic Federal Tax Payment	INV0018708	05/06/2021	Social Security	01-22100-0000-1	6,578.56
Electronic Federal Tax Payment	INV0018708	05/06/2021	Social Security	30-22100-0000-1	48.28
Electronic Federal Tax Payment	INV0018708	05/06/2021	Social Security	32-22100-0000-1	48.26
Electronic Federal Tax Payment	INV0018712	05/06/2021	Medicare	01-22150-0000-1	1,538.56
Electronic Federal Tax Payment	INV0018712	05/06/2021	Medicare	30-22150-0000-1	11.32
Electronic Federal Tax Payment	INV0018712	05/06/2021	Medicare	32-22150-0000-1	11.24
Vendor EFTPS - Electronic Federal Tax Payment System Total:					23,643.41

Vendor: LARA100 - Fernando Lara

Fernando Lara	INV0018721	05/05/2021	Postage Reimbursement	01-130-55600-0000-1	7.95
Vendor LARA100 - Fernando Lara Total:					7.95

Vendor: Franchise Tax - Franchise Tax

Franchise Tax	INV0018679	05/06/2021	FTB Number 1105676127	01-22350-0000-1	74.34
Franchise Tax	INV0018679	05/06/2021	FTB Number 1105676127	30-22350-0000-1	74.34
Franchise Tax	INV0018679	05/06/2021	FTB Number 1105676127	31-22350-0000-1	27.00
Franchise Tax	INV0018679	05/06/2021	FTB Number 1105676127	32-22350-0000-1	74.32
Vendor Franchise Tax - Franchise Tax Total:					250.00

Vendor: HDWBC - High Desert Wireless Broadband Communications LLC

High Desert Wireless Broadban	41091-2-3	05/05/2021	Inv 41091-2	01-150-52200-0000-1	454.56
High Desert Wireless Broadban	INV0018719	05/05/2021	IT Contract Services April 2020	01-150-52200-0000-1	4,193.39
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv.41129-1 May 2020 IT Supp	01-310-52200-0000-1	5,864.16
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv. 41142-1 IT Support Servi	01-310-52200-0000-1	5,375.00
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv.41161-1 Aug 2020 IT Supp	01-310-52200-0000-1	5,181.88
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv.41191-1 Oct 2020 IT Supp	01-310-52200-0000-1	4,490.00
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv. 41148-1 July 2020 IT Supp	01-310-52200-0000-1	3,992.50
High Desert Wireless Broadban	INV0018720	05/05/2021	Inv.41195-1 Nov 2020 IT Supp	01-310-52200-0000-1	7,937.50
Vendor HDWBC - High Desert Wireless Broadband Communications LLC Total:					37,488.99

Vendor: Hodges - Hodges Law Group

Hodges Law Group	INV0018725	05/13/2021	Public Records Req	01-130-56100-0000-1	1,425.00
Hodges Law Group	INV0018725	05/13/2021	Administrative	01-130-56100-0000-1	967.50
Hodges Law Group	INV0018725	05/13/2021	Animal Shelter	01-130-56100-0000-1	697.50
Hodges Law Group	INV0018725	05/13/2021	Personnel	01-130-56100-0000-1	247.50
Hodges Law Group	INV0018725	05/13/2021	Truck Rental/To re-locate legal	01-130-56100-0000-1	42.46
Hodges Law Group	INV0018725	05/13/2021	Finance Dep	01-130-56100-0000-1	225.00
Hodges Law Group	INV0018725	05/13/2021	Legal	01-130-56100-0000-1	112.50
Hodges Law Group	INV0018725	05/13/2021	Litigation	01-130-56100-0000-1	970.00
Hodges Law Group	INV0018725	05/13/2021	Travel	01-130-56100-0000-1	247.50
Hodges Law Group	INV0018725	05/13/2021	Real Property	01-130-56100-0000-1	1,327.50
Hodges Law Group	INV0018725	05/13/2021	Potential Litigation & City Coun	01-130-56100-0000-1	367.50
Hodges Law Group	INV0018725	05/13/2021	Administartion	01-130-56100-0000-1	3,240.00
Hodges Law Group	INV0018725	05/13/2021	Meeting & Prep	01-130-56100-0000-1	5,475.00
Hodges Law Group	INV0018725	05/13/2021	City Administration	01-130-56100-0000-1	1,750.00
Hodges Law Group	INV0018725	05/13/2021	Police	01-150-56100-0000-1	2,240.00
Vendor Hodges - Hodges Law Group Total:					19,334.96

Vendor: Hyatt - Hyatt Place Delano

Hyatt Place Delano	4939	05/13/2021	Inv 4939	01-150-52000-0000-1	297.54
Vendor Hyatt - Hyatt Place Delano Total:					297.54

Vendor: John Hancock - John Hancock

John Hancock	INV0018635	05/06/2021	401K - Employer	01-20800-0000-1	891.71
John Hancock	INV0018635	05/06/2021	401K - Employer	20-20800-0000-1	172.13
John Hancock	INV0018635	05/06/2021	401K - Employer	30-20800-0000-1	507.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0018635	05/06/2021	401K - Employer	31-20800-0000-1	101.24
John Hancock	INV0018635	05/06/2021	401K - Employer	32-20800-0000-1	417.04
John Hancock	INV0018636	05/06/2021	401K - Employee	01-20800-0000-1	360.17
John Hancock	INV0018636	05/06/2021	401K - Employee	20-20800-0000-1	14.96
John Hancock	INV0018636	05/06/2021	401K - Employee	30-20800-0000-1	74.94
John Hancock	INV0018636	05/06/2021	401K - Employee	31-20800-0000-1	12.65
John Hancock	INV0018636	05/06/2021	401K - Employee	32-20800-0000-1	147.61
John Hancock	INV0018649	05/06/2021	401K Loan 1	01-20800-0000-1	19.40
John Hancock	INV0018649	05/06/2021	401K Loan 1	30-20800-0000-1	14.55
John Hancock	INV0018649	05/06/2021	401K Loan 1	32-20800-0000-1	14.56
John Hancock	INV0018650	05/06/2021	401K Loan 1	30-20800-0000-1	100.02
John Hancock	INV0018651	05/06/2021	401K Loan 1	01-20800-0000-1	35.80
John Hancock	INV0018651	05/06/2021	401K Loan 1	30-20800-0000-1	54.11
John Hancock	INV0018651	05/06/2021	401K Loan 1	31-20800-0000-1	0.81
John Hancock	INV0018651	05/06/2021	401K Loan 1	32-20800-0000-1	52.48
John Hancock	INV0018652	05/06/2021	401K Loan 1	01-20800-0000-1	33.92
John Hancock	INV0018653	05/06/2021	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0018653	05/06/2021	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0018653	05/06/2021	401K Loan 2	32-20800-0000-1	15.85
John Hancock	INV0018654	05/06/2021	401K Loan 2	01-20800-0000-1	20.00
John Hancock	INV0018655	05/06/2021	401K Loan 2	01-20800-0000-1	25.00
John Hancock	INV0018655	05/06/2021	401K Loan 2	30-20800-0000-1	37.79
John Hancock	INV0018655	05/06/2021	401K Loan 2	31-20800-0000-1	0.57
John Hancock	INV0018655	05/06/2021	401K Loan 2	32-20800-0000-1	36.64
John Hancock	INV0018656	05/06/2021	401K Loan 2	01-20800-0000-1	10.65
John Hancock	INV0018656	05/06/2021	401K Loan 2	30-20800-0000-1	12.43
John Hancock	INV0018656	05/06/2021	401K Loan 2	32-20800-0000-1	12.42
John Hancock	INV0018657	05/06/2021	401K Loan 3	01-20800-0000-1	60.52
John Hancock	INV0018657	05/06/2021	401K Loan 3	30-20800-0000-1	58.74
John Hancock	INV0018657	05/06/2021	401K Loan 3	32-20800-0000-1	58.74
John Hancock	INV0018658	05/06/2021	401K Loan 3	32-20800-0000-1	25.60
John Hancock	INV0018659	05/06/2021	401K Loan 3	34-20800-0000-1	100.00
John Hancock	INV0018660	05/06/2021	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0018661	05/06/2021	401K Loan 4	01-20800-0000-1	131.83
John Hancock	INV0018662	05/06/2021	401K Loan 5	32-20800-0000-1	89.08
John Hancock	INV0018663	05/06/2021	401K Loan 4	01-20800-0000-1	126.49
John Hancock	INV0018663	05/06/2021	401K Loan 4	30-20800-0000-1	122.77
John Hancock	INV0018663	05/06/2021	401K Loan 4	32-20800-0000-1	122.76
John Hancock	INV0018664	05/06/2021	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0018664	05/06/2021	401K Loan 4	30-20800-0000-1	34.17
John Hancock	INV0018664	05/06/2021	401K Loan 4	32-20800-0000-1	34.17
John Hancock	INV0018665	05/06/2021	401K Loan 4	01-20800-0000-1	287.16
John Hancock	INV0018665	05/06/2021	401K Loan 4	20-20800-0000-1	8.88
John Hancock	INV0018666	05/06/2021	401k Contribution	01-20800-0000-1	86.77
John Hancock	INV0018666	05/06/2021	401k Contribution	30-20800-0000-1	84.22
John Hancock	INV0018666	05/06/2021	401k Contribution	32-20800-0000-1	84.21
John Hancock	INV0018667	05/06/2021	401k Contribution	01-20800-0000-1	194.48
John Hancock	INV0018668	05/06/2021	401k Contribution	32-20800-0000-1	134.32
John Hancock	INV0018669	05/06/2021	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0018669	05/06/2021	401k Contribution	30-20800-0000-1	157.53
John Hancock	INV0018669	05/06/2021	401k Contribution	32-20800-0000-1	157.53
John Hancock	INV0018670	05/06/2021	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0018671	05/06/2021	401k Contribution	01-20800-0000-1	184.07
John Hancock	INV0018671	05/06/2021	401k Contribution	20-20800-0000-1	5.69
John Hancock	INV0018672	05/06/2021	401k Contribution	01-20800-0000-1	25.00
John Hancock	INV0018672	05/06/2021	401k Contribution	30-20800-0000-1	37.79
John Hancock	INV0018672	05/06/2021	401k Contribution	31-20800-0000-1	0.57
John Hancock	INV0018672	05/06/2021	401k Contribution	32-20800-0000-1	36.64
John Hancock	INV0018673	05/06/2021	401k Contribution	34-20800-0000-1	131.04
John Hancock	INV0018674	05/06/2021	401k Contribution	01-20800-0000-1	131.04

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0018687	05/06/2021	401K - Employer	01-20800-0000-1	1,482.99
John Hancock	INV0018688	05/06/2021	401K - Employee	01-20800-0000-1	569.44
John Hancock	INV0018697	05/06/2021	401K Loan 1	01-20800-0000-1	117.75
John Hancock	INV0018698	05/06/2021	401k Contribution	01-20800-0000-1	151.92
John Hancock	INV0018699	05/06/2021	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0018700	05/06/2021	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0018701	05/06/2021	401k Contribution	01-20800-0000-1	256.88
John Hancock	INV0018702	05/06/2021	401k Contribution	01-20800-0000-1	235.46
John Hancock	INV0018703	05/06/2021	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0018704	05/06/2021	401k Contribution	01-20800-0000-1	284.79
John Hancock	INV0018705	05/06/2021	401k Contribution	01-20800-0000-1	776.92
John Hancock	INV0018726	05/13/2021	Asset Charge	01-105-50400-0000-1	25.05
John Hancock	INV0018726	05/13/2021	Asset Charge	01-110-50400-0000-1	75.16
John Hancock	INV0018726	05/13/2021	Asset Charge	01-115-50400-0000-1	75.16
John Hancock	INV0018726	05/13/2021	Asset Charge	01-140-50400-0000-1	100.22
John Hancock	INV0018726	05/13/2021	Asset Charge	01-150-50400-0000-1	901.96
John Hancock	INV0018726	05/13/2021	Asset Charge	01-155-50400-0000-1	75.16
John Hancock	INV0018726	05/13/2021	Asset Charge	01-160-50400-0000-1	25.05
John Hancock	INV0018726	05/13/2021	Asset Charge	01-165-50400-0000-1	25.05
John Hancock	INV0018726	05/13/2021	Asset Charge	01-175-50400-0000-1	75.16
John Hancock	INV0018726	05/13/2021	Asset Charge	01-180-50400-0000-1	200.43
John Hancock	INV0018726	05/13/2021	Asset Charge	30-500-50400-0000-1	425.92
John Hancock	INV0018726	05/13/2021	Asset Charge	31-505-50400-0000-1	50.11
John Hancock	INV0018726	05/13/2021	Asset Charge	32-510-50400-0000-1	450.97
Vendor John Hancock - John Hancock Total:					13,561.41

Vendor: Kern County Fire - Kern County Fire

Kern County Fire	INV0018723	05/05/2021	Inv.21-000334 Ageement No.0	01-130-58900-0000-1	109,424.50
Vendor Kern County Fire - Kern County Fire Total:					109,424.50

Vendor: Mass Mutual - Mass Mutual

Mass Mutual	INV0018637	05/06/2021	457 Employer	01-20800-0000-1	102.99
Mass Mutual	INV0018637	05/06/2021	457 Employer	30-20800-0000-1	155.63
Mass Mutual	INV0018637	05/06/2021	457 Employer	31-20800-0000-1	2.33
Mass Mutual	INV0018637	05/06/2021	457 Employer	32-20800-0000-1	150.97
Mass Mutual	INV0018638	05/06/2021	457 Contribution	01-20800-0000-1	25.00
Mass Mutual	INV0018638	05/06/2021	457 Contribution	30-20800-0000-1	37.79
Mass Mutual	INV0018638	05/06/2021	457 Contribution	31-20800-0000-1	0.57
Mass Mutual	INV0018638	05/06/2021	457 Contribution	32-20800-0000-1	36.64
Vendor Mass Mutual - Mass Mutual Total:					511.92

Vendor: Office Depot - Office Depot

Office Depot	161661642001	05/13/2021	Inv 161661642001	01-130-57200-0000-1	4.30
Office Depot	161661642001	05/13/2021	Inv 161661642001	30-500-57200-0000-1	4.28
Office Depot	161661642001	05/13/2021	Inv 161661642001	31-505-57200-0000-1	4.28
Office Depot	161661642001	05/13/2021	Inv 161661642001	32-510-57200-0000-1	4.28
Office Depot	163041329001	05/13/2021	Inv 163041329001	01-130-57200-0000-1	122.71
Office Depot	163041329001	05/13/2021	Inv 163041329001	30-500-57200-0000-1	122.70
Office Depot	163041329001	05/13/2021	Inv 163041329001	31-505-57200-0000-1	122.70
Office Depot	163041329001	05/13/2021	Inv 163041329001	32-510-57200-0000-1	122.70
Office Depot	163041670001	05/13/2021	Inv 163041670001	01-130-57200-0000-1	93.30
Office Depot	163041670001	05/13/2021	Inv 163041670001	30-500-57200-0000-1	93.29
Office Depot	163041670001	05/13/2021	Inv 163041670001	31-505-57200-0000-1	93.29
Office Depot	163041670001	05/13/2021	Inv 163041670001	32-510-57200-0000-1	93.29
Office Depot	163041910001	05/13/2021	Inv 163041910001	01-130-57200-0000-1	88.47
Office Depot	163041910001	05/13/2021	Inv 163041910001	30-500-57200-0000-1	88.48
Office Depot	163041910001	05/13/2021	Inv 163041910001	31-505-57200-0000-1	88.48
Office Depot	163041910001	05/13/2021	Inv 163041910001	32-510-57200-0000-1	88.48
Office Depot	163163818001	05/13/2021	Inv 163163818001	01-130-57200-0000-1	20.41
Office Depot	163163818001	05/13/2021	Inv 163163818001	30-500-57200-0000-1	20.40
Office Depot	163163818001	05/13/2021	Inv 163163818001	31-505-57200-0000-1	20.40
Office Depot	163163818001	05/13/2021	Inv 163163818001	32-510-57200-0000-1	20.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	163624873001	05/13/2021	Inv 163624873001	01-130-57200-0000-1	175.86
Office Depot	163624873001	05/13/2021	Inv 163624873001	30-500-57200-0000-1	175.87
Office Depot	163624873001	05/13/2021	Inv 163624873001	31-505-57200-0000-1	175.87
Office Depot	163624873001	05/13/2021	Inv 163624873001	32-510-57200-0000-1	175.87
Office Depot	163961591001	05/13/2021	Inv 163961591001	01-130-57200-0000-1	4.30
Office Depot	163961591001	05/13/2021	Inv 163961591001	30-500-57200-0000-1	4.28
Office Depot	163961591001	05/13/2021	Inv 163961591001	31-505-57200-0000-1	4.28
Office Depot	163961591001	05/13/2021	Inv 163961591001	32-510-57200-0000-1	4.28
Office Depot	163963367001	05/13/2021	Inv 163963367001	01-130-57200-0000-1	30.74
Office Depot	163963367001	05/13/2021	Inv 163963367001	30-500-57200-0000-1	30.76
Office Depot	163963367001	05/13/2021	Inv 163963367001	31-505-57200-0000-1	30.76
Office Depot	163963367001	05/13/2021	Inv 163963367001	32-510-57200-0000-1	30.76
Office Depot	168613845001	05/13/2021	Inv 168613845001	01-130-57200-0000-1	167.25
Office Depot	168613845001	05/13/2021	Inv 168613845001	30-500-57200-0000-1	167.24
Office Depot	168613845001	05/13/2021	Inv 168613845001	31-505-57200-0000-1	167.24
Office Depot	168613845001	05/13/2021	Inv 168613845001	32-510-57200-0000-1	167.24

Vendor Office Depot - Office Depot Total: 2,829.24

Vendor: Park & Rec. - Park & Rec.

Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	01-130-52200-0000-1	21,600.00
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	01-130-52200-0000-1	629.72
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	01-130-56700-0000-1	360.00
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	01-185-52200-0000-1	120.00
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	01-185-56700-0000-1	450.00
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	20-200-56700-0000-1	7,740.00
Park & Rec.	02-03-2021	05/05/2021	Inv 02-03-2021	20-200-56700-0000-1	17.61
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	01-130-52200-0000-1	10,800.00
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	01-130-56700-0000-1	6.43
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	01-130-56700-0000-1	180.00
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	01-185-52200-0000-1	177.00
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	01-185-56700-0000-1	225.00
Park & Rec.	MA 01-2021	05/13/2021	Inv MA 01-2021	20-200-56700-0000-1	3,870.00

Vendor Park & Rec. - Park & Rec. Total: 46,175.76

Vendor: Phoenix Group - Phoenix Group

Phoenix Group	012021202	05/05/2021	Inv 012021202	01-150-52200-0000-1	285.00
Phoenix Group	122020202	05/05/2021	Invoice 122020202	01-150-52200-0000-1	285.00
Phoenix Group	022021202	05/13/2021	Inv 022021202	01-150-52200-0000-1	285.00

Vendor Phoenix Group - Phoenix Group Total: 855.00

Vendor: Pre-Paid Legal - Pre-Paid Legal

Pre-Paid Legal	INV0018696	05/06/2021	Pre-Paid Legal	01-22500-0000-1	24.90
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Vendor Pre-Paid Legal - Pre-Paid Legal Total: 24.90

Vendor: R&F Disposal - R&F Disposal

R&F Disposal	032922	05/05/2021	Inv 032922 Community BLDG	01-185-58050-0000-1	93.72
R&F Disposal	032923	05/05/2021	Inv 032923 Sewer Plant 3yd Bir	30-500-58000-0000-1	143.56
R&F Disposal	032924	05/05/2021	Inv 032924 Blanco Park 3yd Bir	01-180-58050-0000-1	143.56
R&F Disposal	032925	05/05/2021	Inv#032925 3yd at the Kennels	01-155-58050-0000-1	143.56
R&F Disposal	INV0018713	05/05/2021	April 2021 R&F Disposal Garbağ	01-100-41300-0000-1	(4,116.09)
R&F Disposal	INV0018713	05/05/2021	April 2021 R&F Disposal Garbağ	31-505-42340-0000-1	(2,167.50)
R&F Disposal	INV0018713	05/05/2021	April 2021 R&F Disposal Garbağ	31-505-52400-0000-1	82,321.74
R&F Disposal	INV0018714	05/05/2021	April 2021 R&F Disposal Recycl	31-505-52500-0000-1	11,354.07

Vendor R&F Disposal - R&F Disposal Total: 87,916.62

Vendor: SC SITES Services - SC SITES Services

SC SITES Services	INV0018717	05/05/2021	Inv 50924 Jan - Feb 2021	01-180-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50901 Dec-Jan 2021	01-180-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50849 Oct-Nov 2020	01-180-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50981 Mar - Apr	01-180-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50958 Feb - Mar 2021	01-180-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50901 Dec-Jan 2021	32-510-57800-0000-1	63.34
SC SITES Services	INV0018717	05/05/2021	Inv 50958 Feb - Mar 2021	32-510-57800-0000-1	63.34
SC SITES Services	INV0018717	05/05/2021	Inv 50849 Oct-Nov 2020	32-510-57800-0000-1	63.34

Expense Approval Report

Payable Dates: 5/1/2021 - 5/15/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SC SITES Services	INV0018717	05/05/2021	Inv 50981 Mar - Apr	32-510-57800-0000-1	63.34
SC SITES Services	INV0018717	05/05/2021	Inv 50924 Jan - Feb 2021	32-510-57800-0000-1	63.34
SC SITES Services	INV0018717	05/05/2021	Inv 50924 Jan - Feb 2021	34-520-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50901 Dec-Jan 2021	34-520-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50849 Oct-Nov 2020	34-520-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50981 Mar - Apr	34-520-57800-0000-1	63.33
SC SITES Services	INV0018717	05/05/2021	Inv 50958 Feb - Mar 2021	34-520-57800-0000-1	63.33
Vendor SC SITES Services - SC SITES Services Total:					950.00
Vendor: ADT - The ADT Security Corporation					
The ADT Security Corporation	138974452	05/05/2021	Inv 138974452 Acc# 534735	32-510-58050-0000-1	44.95
The ADT Security Corporation	138824843	05/13/2021	Inv 138824843 Acc# 31407224	01-190-52200-0000-1	246.77
The ADT Security Corporation	139470238	05/13/2021	Inv 139470238 Acc# 534735	32-510-58050-0000-1	507.79
Vendor ADT - The ADT Security Corporation Total:					799.51
Vendor: Thomas F. Schroeter - Thomas F. Schroeter					
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Whistle	01-130-56000-0000-1	49.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees San Joa	01-130-56100-0000-1	1,295.25
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Meeting	01-130-56100-0000-1	915.75
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Public F01	01-130-56100-0000-1	709.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Dignity	01-130-56100-0000-1	445.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Covid 1	01-130-56100-0000-1	231.00
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees GEO	01-130-56100-0000-1	189.75
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees 123 TCF	01-130-56100-0000-1	123.75
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Personr	01-130-56100-0000-1	74.25
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Claims	01-130-56100-0000-1	49.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Animal	01-130-56100-0000-1	49.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Discove	01-130-56100-0000-1	16.50
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Chavez	01-130-56100-0000-1	1,353.00
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Police	01-150-56100-0000-1	156.75
Thomas F. Schroeter	INV0018718	05/05/2021	March 2021 Legal Fees Council	01-150-56100-0000-1	1,526.25
Vendor Thomas F. Schroeter - Thomas F. Schroeter Total:					7,185.75
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	025-323604	05/13/2021	025-323604 04/2021-03/2022	01-310-54800-0000-1	44,694.35
Vendor Tyler Technologies - Tyler Technologies Total:					44,694.35
Vendor: Union Bank - Union Bank					
Union Bank	INV0018722	05/05/2021	Bonds Administration Fees Jan	01-130-56000-0000-1	2,035.00
Vendor Union Bank - Union Bank Total:					2,035.00
Vendor: United States Postal - United States Postal					
United States Postal	INV0018715	05/05/2021	Regular Billing Postage April	2030-500-55600-0000-1	666.66
United States Postal	INV0018715	05/05/2021	Regular Billing Postage April	2031-505-55600-0000-1	666.66
United States Postal	INV0018715	05/05/2021	Regular Billing Postage April	2032-510-55600-0000-1	666.68
Vendor United States Postal - United States Postal Total:					2,000.00
Grand Total:					450,642.02

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	311,746.08
20 - LIGHTING & LANDSCAPING-DISTRICT 1	12,248.41
26 - MISCELLANEOUS GRANTS	83.44
30 - SEWER	14,163.94
31 - REFUSE/RECYCLING	96,799.73
32 - WATER	14,153.53
34 - PUBLIC TRANSPORTATION	1,446.89
Grand Total:	450,642.02

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	(4,116.09)
01-105-50400-0000-1	Retirement (401K)	25.05
01-110-50400-0000-1	Retirement (401K)	75.16
01-115-50400-0000-1	Retirement (401K)	75.16
01-115-52200-0000-1	Contract Services	4,027.97
01-130-51200-0000-1	Bank Charges	394.28
01-130-52200-0000-1	Contract Services	41,760.97
01-130-54800-0000-1	Maintenance Agreements	4,956.73
01-130-55600-0000-1	Postage	7.95
01-130-56000-0000-1	Professional Services - Otl	3,531.22
01-130-56100-0000-1	Legal Services	22,548.21
01-130-56700-0000-1	Repairs & Maintenance -	546.43
01-130-57200-0000-1	Supplies - Office	707.34
01-130-58900-0000-1	Debt Principal Redeemed	109,424.50
01-140-50400-0000-1	Retirement (401K)	100.22
01-150-50400-0000-1	Retirement (401K)	901.96
01-150-52000-0000-1	Conferences/Meetings/Tr	297.54
01-150-52200-0000-1	Contract Services	8,565.45
01-150-56100-0000-1	Legal Services	3,923.00
01-155-50400-0000-1	Retirement (401K)	75.16
01-155-58050-0000-1	Utilities Other	143.56
01-160-50400-0000-1	Retirement (401K)	25.05
01-165-50400-0000-1	Retirement (401K)	25.05
01-175-50400-0000-1	Retirement (401K)	75.16
01-180-50400-0000-1	Retirement (401K)	200.43
01-180-53200-0000-1	Dues & Subscriptions	286.20
01-180-57800-0000-1	Telephone & Communica	316.65
01-180-58050-0000-1	Utilities Other	143.56
01-185-52200-0000-1	Contract Services	297.00
01-185-56700-0000-1	Repairs & Maint.- Landsc	675.00
01-185-58050-0000-1	Utilities Other	93.72
01-190-52200-0000-1	Contract Services	246.77
01-20400-0000-1	Intergovernmental Payab	759.15
01-20800-0000-1	Pension Payable	7,627.90
01-22050-0000-1	Federal Withholding Paya	7,068.71
01-22100-0000-1	FICA Payable	8,704.90
01-22150-0000-1	Medicare Payable	2,035.84
01-22200-0000-1	State Withholding Payabl	3,203.32
01-22250-0000-1	SUTA Payable	41.03
01-22350-0000-1	Garnishments	74.34
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	78.96
01-22700-0000-1	Disability LTD	369.11
01-22800-0000-1	Accident	43.41
01-22900-0000-1	Life	209.23
01-22950-0000-1	Cancer-American Fidelity	13.53

Account Summary

Account Number	Account Name	Payment Amount
01-310-52200-0000-1	Contract Services	36,441.04
01-310-54800-0000-1	Maintenance Agreements	44,694.35
20-200-56700-0000-1	Repairs & Maintenance -	11,627.61
20-20800-0000-1	Pension Payable	201.66
20-22050-0000-1	Federal Withholding Paya	30.28
20-22100-0000-1	FICA Payable	220.52
20-22150-0000-1	Medicare Payable	51.58
20-22200-0000-1	State Withholding Payabl	40.97
20-22250-0000-1	SUTA Payable	75.79
26-110-53100-8223-1	Grant Expenditures- Coun	83.44
30-20400-0000-1	Intergovernmental Payab	759.15
30-20800-0000-1	Pension Payable	1,761.33
30-22050-0000-1	Federal Withholding Paya	818.38
30-22100-0000-1	FICA Payable	1,601.50
30-22150-0000-1	Medicare Payable	374.56
30-22200-0000-1	State Withholding Payabl	428.10
30-22250-0000-1	SUTA Payable	24.14
30-22350-0000-1	Garnishments	74.34
30-22600-0000-1	Health FSA	80.60
30-22700-0000-1	Disablity LTD	66.98
30-22800-0000-1	Accident	8.66
30-22900-0000-1	Life	93.24
30-22950-0000-1	Cancer- American Fidelity	22.04
30-500-50400-0000-1	Retirement (401K)	425.92
30-500-51200-0000-1	Bank Charges	394.32
30-500-52200-0000-1	Contract Services	4,027.95
30-500-53200-0000-1	Dues & Subscriptions	238.50
30-500-55600-0000-1	Postage	666.66
30-500-56000-0000-1	Professional Services - Otl	1,446.71
30-500-57200-0000-1	Supplies - Office	707.30
30-500-58000-0000-1	Utilities	143.56
31-20400-0000-1	Intergovernmental Payab	350.38
31-20800-0000-1	Pension Payable	118.74
31-22050-0000-1	Federal Withholding Paya	2.81
31-22100-0000-1	FICA Payable	130.20
31-22150-0000-1	Medicare Payable	30.46
31-22200-0000-1	State Withholding Payabl	11.86
31-22350-0000-1	Garnishments	27.00
31-22600-0000-1	Health FSA	3.48
31-22700-0000-1	Disablity LTD	0.22
31-22900-0000-1	Life	8.57
31-505-42340-0000-1	Administration Fee	(2,167.50)
31-505-50400-0000-1	Retirement (401K)	50.11
31-505-51200-0000-1	Bank Charges	394.28
31-505-52200-0000-1	Contract Services	1,342.64
31-505-52400-0000-1	Contract Services - Refuse	82,321.74
31-505-52500-0000-1	Contract Services - Recycl	11,354.07
31-505-55600-0000-1	Postage	666.66
31-505-56000-0000-1	Professional Services - Otl	1,446.71
31-505-57200-0000-1	Supplies - Office	707.30
32-20400-0000-1	Intergovernmental Payab	788.35
32-20800-0000-1	Pension Payable	1,627.26
32-22050-0000-1	Federal Withholding Paya	514.99
32-22100-0000-1	FICA Payable	1,454.16
32-22150-0000-1	Medicare Payable	340.02
32-22200-0000-1	State Withholding Payabl	325.60
32-22250-0000-1	SUTA Payable	109.36
32-22350-0000-1	Garnishments	74.32

Account Summary

Account Number	Account Name	Payment Amount
32-22600-0000-1	Health FSA	60.19
32-22700-0000-1	Disablity LTD	14.31
32-22900-0000-1	Life	43.11
32-510-50400-0000-1	Retirement (401K)	450.97
32-510-51200-0000-1	Bank Charges	394.29
32-510-52200-0000-1	Contract Services	4,027.97
32-510-53200-0000-1	Dues & Subscriptions	238.50
32-510-55600-0000-1	Postage	666.68
32-510-56000-0000-1	Professional Services - Otl	1,446.71
32-510-57200-0000-1	Supplies - Office	707.30
32-510-57800-0000-1	Telephone & Communica	316.70
32-510-58050-0000-1	Utilities Other	552.74
34-20400-0000-1	Intergovernmental Payab	262.78
34-20800-0000-1	Pension Payable	231.04
34-22050-0000-1	Federal Withholding Paya	64.02
34-22100-0000-1	FICA Payable	162.48
34-22150-0000-1	Medicare Payable	38.00
34-22200-0000-1	State Withholding Payabl	29.05
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	81.13
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-53200-0000-1	Dues & Subscriptions	190.80
34-520-57800-0000-1	Telephone & Communica	316.65
Grand Total:		450,642.02

Project Account Summary

Project Account Key	Payment Amount
None	450,642.02
Grand Total:	450,642.02

REGULAR CITY COUNCIL MINUTES
TELECONFERENCE/VIRTUAL MEETING
May 13, 2021

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

CALL TO ORDER

Mayor Gonzalez called the meeting to order at 6:08 p.m.

ROLL CALL

Council Members Present: Gonzalez (Mayor), Pérez, Ayon, Cano

Council Members Absent: Rodriguez

OFFICIALS PRESENT

City Manager Lara, Chief of Police Williams, Interim City Attorney Hodges, City Clerk Alvarado, Acting Community Development Director Ronk, Accounting Supervisor Lara, Public Works Director Mario Gonzales

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Pérez

PRESENTATIONS AND PROCLAMATIONS

Proclamation proclaiming National Public Works week May 16-22 was presented to the McFarland Public Works Department by Mayor Sally Gonzalez.

Certificate of recognition was presented to Jesus G. Pérez by Councilmember Saul Ayon and Ricardo Cano.

Appreciation business award was presented to Fay Yin Restaurant by Councilmember Ricardo Cano.

PUBLIC COMMENTS

Danny Sanchez 512 10th Street- Stated that he wants Council to understand the bad history of McFarland and is asking for a better decision-making process. He agreed to meet with council and or mayor to address his concerns.

CONSENT AGENDA

1. Motion was made by: Councilmember Ayon to approve the warrant register for **\$437,994.17** from April 14, 2021 through April 30, 2021; 2nd by: Councilmember Cano
Vote: 3/0
Ayes: Ayon, Cano, Pérez
Nays: None
Absent: Rodriguez
Abstentions: Gonzalez (Mayor)

***Mayor Gonzalez recused herself from item #1 due to marriage.**

2. Motion was made by: Councilmember Ayon to approve payroll register for **\$206,052.81** for April 2021; 2nd by: Councilmember Cano.
Vote: 3/0
Ayes: Ayon, Cano, Pérez
Nays: None
Absent: Rodriguez
Abstentions: Gonzalez (Mayor)

***Mayor Gonzalez recused herself from item #2 due to marriage.**

3. Motion was made by: Councilmember Ayon to approve minutes of Regular City Council Meeting of April 22, 2021; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
4. Motion was made by: Councilmember Ayon to approve advertisement of two vacant Planning Commission seats; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
5. Motion was made by: Councilmember Ayon to approve and adopt ***Resolution No. 2021-0021*** Resolution of The City Council Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, And Directing Recording of Amended Notice of Special Tax Lien, City of McFarland Community Facilities District No. 2017-1 (Police Services) Annexation No. 2 (The Geo Group, Inc) 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
6. Motion was made by: Councilmember Ayon to approve and adopt ***Resolution No. 2021-0022*** Resolution of The City Council Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, And Directing Recording of Amended Notice of Special Tax Lien, City of McFarland Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) Annexation No. 2 (The Geo Group, Inc.) 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
7. Motion was made by: Councilmember Ayon to approve and adopt ***Resolution No. 2021-0023*** Resolution of The City Council Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, And Directing Recording of Amended Notice of Special Tax Lien, City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services) Annexation No. 1 (Tract 7214 Phase 5 & 6 & The Geo Group, Inc) 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None

PUBLIC HEARINGS

None

DEPARTMENTAL REPORTS

- a. **Administration** – City Manager Lara informed that City Hall is working on the new hours of operation for City Hall the goal is to reopen full time Monday – Friday by June 1st from 9 a.m. to 4 p.m. Currently we are open from 11:00 am to 5 p.m. She informed that all city employees are currently taking harassment trainings. City department directors are working on the new budget. Public works director is working on putting together a listening session with our civil engineer.
- b. **Police Department** – Chief Williams thanked the Medina Family for donating a AED to the McFarland Police Department. He gave a brief presentation on the April STAT's he informed of

very positive change. He congratulated his officers for their excellent efforts. And stated he is working on hiring the necessary officers to reduce the on call pay/ overtime.

- c. **Finance Department-** Acting Accounting Supervisor Lara informed council on the possibility of outsourcing the bills. He informed that his staff is looking into cross training Finance is working on the audit daily 18/19 audit to be completed by July 2021.
- d. **Public Works Department-** Public Works Director Gonzales informed council that all his departments are currently working and completing all their job duties and attending to any issues that arise outside their daily duties. He also informed that all his departments are currently taking the sexual harassment training required. He thanked the LIONs club for always helping with the litter removal cleanup. He stated that he is working on scheduling a workshop with the civil engineer for road projects. The workshop will possibly be held on June 10th at 5:00 p.m.
- e. **Community Development-** Acting Community Development Director Ronk informed that he is currently working on the budget for his department. He stated that his department are all being proactive and working on all their assignments. As council requested Mr. Ronk assured that he would contact the owners of the burnt, vacant or abandoned commercial buildings around town to assure that the issues are addressed.

ADMINISTRATIVE AGENDA

- 8. Motion was made by: Councilmember Ayon to approve water balance and use area management plan report for the City of McFarland wastewater treatment facility real property city owned (APN 060-050-24) 2nd by: Mayor Pro-Tem Pérez.
Vote: 4/0
Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
- 9. Motion was made by: Councilmember Cano to place Amendment to Ordinance No. 5.48 on upcoming agenda for Introduction and First Reading; 2nd by: Councilmember Ayon
Vote: 4/0
Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
- 10. Motion was made by: Mayor Pro-Tem Pérez to place Amendment to Ordinance No. 5.04.140 on upcoming agenda for Introduction and First Reading; 2nd by: Councilmember Ayon
Vote: 4/0
Ayes: Pérez, Ayon, Cano, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
- 11. Report, Discussion, and Give Direction to The City Manager And/or City Attorney to Prepare A Resolution That Modifies the Public Comment Section /Language on Future Agendas. ***Council instructed city attorney to draft a resolution to modify language on agenda and instructed city staff to place resolution on upcoming regular city council meeting agenda for approval.***
- 12. Motion was made by: Councilmember Ayon to remove Rocio Mosqueda as the Administrator of Bank of America and assign Finance Supervisor Fernando Lara as the new Administrator of Bank of America Credit Cards; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
- 13. Motion was made by: Councilmember Ayon to approve the Human Resources Analyst position and authorize City Manager to proceed with advertising 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None

14. Report and Discussion of Workplan And Estimate from Clifton Larson Allen LLP For A Limited Scope Forensic Audit for Fiscal Years 2018 And 2019. ***No Action Taken***
15. Report, Discussion, And Possible Approval of The ***Agreement*** with Mr. Bill Walker, CPA (45382), To Assist with The Completion of Fiscal Year 2019 Comprehensive Annual Financial Report and Single Audit. ***No Action Taken***
16. Motion was made by: Councilmember Cano to approve the employment agreement for the Finance Director position between the City of McFarland and Fernando Lara 2nd by: Mayor Pro Tem Pérez.
Vote: 4/0
Ayes: Cano, Pérez, Ayon, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
17. Motion was made by: Councilmember Ayon to award contract to ***Mark Thomas***, in the amount of ***\$54,924.00*** for local roadway safety plan study funded by CALTRANS grant; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
18. Motion was made by: Councilmember Ayon to approve ***Resolution No. 2021-0019*** A Resolution of The City of McFarland, California, Establishing A City Council Committee Policy Governing Council Committees; 2nd by: Mayor Pro Tem Pérez.
Vote: 4/0
Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
19. Motion was made by: Mayor Pro Tem Pérez to approve ***Resolution No. 2021-0020*** A Resolution of The City of McFarland, California, Establishing A City Council Committee to Review City Employee Job Descriptions, City Organizational Structure, And the Current Needs of City Departments; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Pérez, Cano, Ayon, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
20. Motion was made by: Councilmember Cano to approve ***Resolution 2021-0024*** Authorization for The Execution of The Certifications and Assurances and Authorized Agent Forms for The Low Carbon Transit Operations Program (LCTOP) For the Following Project: Free Transit Fares – McFarland Transit-\$14,907; 2nd: Mayor Pro Tem Pérez
Vote: 4/0
Ayes: Cano, Pérez, Ayon, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None
21. Motion was made by: Mayor Pro Tem Pérez to approve ***Resolution No. 2021-0025*** A Resolution of The City Council of The City of McFarland, California Initiating Proceedings for The Levy and Collection of Assessments for Landscaping and Lighting Assessment District No. 1, Fiscal Year 2021/2022, Pursuant to The Provisions of Part 2 Of Division 15 Of the California Streets and Highways Code; 2nd by: Councilmember Cano.
Vote: 4/0
Ayes: Pérez, Cano, Ayon, Gonzalez (Mayor)
Nays: None
Absent: Rodriguez
Abstentions: None

Motion was made by: Mayor Pro Tem Pérez to approve ***Resolution 2021-0031*** A Resolution of The City Council of The City Of McFarland, California For Preliminary Approval Of The Engineer's Report Regarding The Proposed Levy And Collection Of Assessments For The Landscaping And Lighting Assessment District No. 1, Fiscal Year 2021/2022; 2nd by: Councilmember Cano.

Vote: 4/0

Ayes: Cano, Pérez, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

Motion was made by: Mayor Pro Tem Pérez to approve ***Resolution 2021-0032*** A Resolution of The City Council of The City of McFarland, California Declaring Its Intention to Levy And Collect Assessments For The Landscaping And Lighting Assessment District No. 1 For Fiscal Year 2021/2022; 2nd by: Councilmember Cano.

Vote: 4/0

Ayes: Pérez, Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

22. Motion was made by: Councilmember Cano to approve ***Resolution No. 2021-0026*** A Resolution of The City Council of The City of McFarland Authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) With California Department of Transportation; 2nd by: Mayor Pro Tem Pérez.

Vote: 4/0

Ayes: Pérez, Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

23. Motion was made by: Councilmember Cano to approve ***Resolution No. 2021-0027*** A Resolution of The City Council of The City of McFarland Authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311- FTA C 9040.1f And FTA C 9050.1); With California Department of Transportation; 2nd by: Councilmember Ayon.

Vote: 4/0

Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

24. Motion was made by: Councilmember Ayon to approve ***Resolution 2021-0028*** A Resolution of the City Council of the City of McFarland Designating the Week of May 16 – 22, 2021 “National Public Works Week.” 2nd by: Mayor Pro Tem Pérez.

Vote: 4/0

Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

25. Motion was made by: Councilmember Cano to approve ***Resolution No. 2021-0029*** A Resolution of The City Council of The City of McFarland, California, Adopting A Records Retention Policy and Records Retention Schedule; 2nd by: Councilmember Ayon.

Vote: 4/0

Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

26. Motion was made by: Councilmember Ayon to approve ***Resolution No. 2021-0030*** A Resolution of The City Council of The City of McFarland, California, Amending the City's Amended Covid-19 Modified In-Person Meeting Protocols to Address the Covid-19 Pandemic and Adopting Such Protocols for City Council Meetings, City Department Meetings and City Commission Meetings; 2nd by: Mayor Pro Tem Pérez.

Vote: 4/0

Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)

Nays: None

Absent: Rodriguez

Abstentions: None

ORAL REPORTS FROM CITY COUNCIL ON COMMITTEES

- a. Delano Mosquito Abatement District (DMAD) – Council Member Cano – Meeting scheduled for upcoming Thursday.
- b. Kern Council of Governments (KCOG) – None to report.
- c. McFarland Tri-Agency Partners (MTAP) – Mayor will contact Mr. Resendez to get an update and inform council at our next meeting.
- d. Kern Economic Development Corporation (KEDC) – None to report
- e. Kern County Association of Cities (KCAC) – None to report
- f. Poso Creek IRWMP- Councilmember Ayon- Meeting was cancelled.

COUNCIL STATEMENTS

Council Member Cano- Thanked the McFarland Chamber of Commerce for hosting the National Day of Prayer he also thanked City Staff and the McFarland Police Department.

Mayor Pro-Tem Pérez- Thanked everyone present at the meeting and City staff she also assured the community that their concerns are being heard.

Mayor Gonzalez- Thanked everyone who attended the meeting and encouraged everyone to attend future meetings.

Council Member Ayon- Instructed staff to upload R&F letter to city website, Facebook, and marquee to assure residents are aware that they do not need to move their trash cans pick up location like they were previously instructed to do so.

***Motion to adjourn at 9:11 p.m.**

ADJOURNMENT

Meeting adjourned at 9:11 p.m.

Francisca Alvarado, City Clerk

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

FROM: Maria Lara, City Manager
Kenny Williams, Chief of Police

DATE: March 9, 2021

SUBJECT: Report and Discussion of Media Contact, Per Mayor Pro Tem María Pérez

RECOMMENDATION:

Staff recommends the City Council give City Manager and or City attorney further direction after discussion.

BACKGROUND:

The City of McFarland's (City) goal for the use of media is to ensure the public is informed about all aspects of City government by maintaining a positive media relation; by providing information to community members about the City issues and services, leading to a more responsive government and higher level of public confidence and transparency.

Currently, the city uses Facebook, McFarland Today and city website to share news with the community. **The City's Employee Handbook Section 2.28 News Media Contact states the following: "Employees may be approached for interviews or comments by the news media. No employee may comment on City Policy or decisions unless expressly authorized to do by the City Manager" (pg. 27).** The City's protocol for media inquiries has been the following:

1. The City Manager and Chief of Police are designated as the City Public Information Officer (PIO).
2. The press is treated like a customer of the city and all city employees or officials who engage with the press shall do so in a courteous, polite, and professional manner. Any media inquiries received by city staff will be referred immediately to the City Manager and or Chief of Police who, in turn, will notify the mayor and council of the media request.
3. Inquiries from the news media are given a high priority by the City of McFarland and should be responded to as quickly and efficiently as possible. Every effort should be made to meet media deadlines and to ensure that all information released is accurate and complete.
4. If the City PIO determines that the city's goal can best be achieved by having someone with more background or expertise speak for the city on a

particular topic, he or she may designate one of the authorized spokespersons to assist with or give the city's response.

5. To assure that the city's elected officials have accurate, complete, and timely information to fulfill their responsibilities to represent the public in city affairs, they shall be informed by email of the substance of significant media inquiries and of the city's official response. They shall be notified of all official city press releases.

CITY SPOKESPERSONS:

Authorized city spokespersons in his or her judgment, may designate for a particular response are:

- The City Manager, Mayor, and City Council members
- Chief of Police
- City employees with expertise on a specific issue

PRIVILEGED AND PRIVATE INFORMATION:

The vast majority of the records and affairs of the City of McFarland are public information which citizens, including the press, have the right to know. All public information should be provided to the press upon request without unnecessary delay.

Some matters, however, like ongoing investigations, information regarding litigation or the threat of litigation, personnel issues, real estate transactions, medical and mental health matters, private data regarding citizens, documents in draft form, to name a few, are governed by privileges and laws intended to advance important public policy goals.

When a media request for an interview or for records appears to involve a subject matter that may be privileged or private, the City PIO, or City Clerk consults with the City Attorney. The City Attorney will review the request without delay and promptly provide counsel to staff.

CITY-INITIATED INFORMATION:

Proactive media contact on behalf of the city is processed through the City PIO—this includes press releases, media advisories and personal contacts with reporters and editors for coverage.

Departments seeking publicity for events or activities or needing to collaborate with the media to communicate important information to the public, coordinate with the City Manager and Chief of Police.

PUBLIC SAFETY ISSUES:

Because the McFarland Police Department (MPD) operates 24/7 and its work generates a high volume of media calls, follow LexiPol specific guidelines when releasing information. MPD follow adopted LexiPol Policy and Procedures.

- When the City is notified by a city staff member of a media call regarding a police investigation or general criminal activity, the City Manager will immediately work with the MPD Chief of Police for the appropriate response.
- All information released to the media by the MPD should be reviewed by the City Manager and Chief of Police who will forward the information by email to elected officials.

Currently, the City does not have an adopted Media Policy or City Administrative Policy and Procedure Manual. Staff recommendation to city council is to consider adopting a City Administrative Policy Manual, like the McFarland Police Department thru LexiPol, the link to the Lexipol website is below:

<https://www.lexipol.com/industries/local-government/>

According the LexiPol, the strength of local government lies in its diversity—but managing the various functions and departments creates inherent challenges. Without the right tools, inconsistencies in employee policies and training can develop, exposing our city to significant risks. Lexipol provides a full library of customizable local government [policies](#) that are updated in response to new federal laws and court decisions.

FISCAL IMPACT:

Staff time and Lexipol fees to draft consistent policies across all department for safe operations and efficiency.

ATTACHMENTS:

- McFarland Police Department Policy Manuel (LexiPol): Media Relations Policy

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Maria Lara, City Manager
Larry A Ronk III, Acting Community Development Director

DATE: May 27, 2021

SUBJECT: Appointment of GEO Group Community Relations Board Member

SUMMARY:

The City of McFarland has created Conditional Use Permits with Conditions of Approval for each facility owned by the GEO Group. CUP01-2020/Resolution 2020-0014 for Central Valley Facility and CUP02-2020/Resolution 2020-0013 for Golden State Facility. Based on the conditions of approval for each facility within the resolutions on item number ten (10), item ten (10) was to have a council member on the Community Relations Board. The first tentative meeting is tentatively set for July and the City would like to make sure all paperwork and forms are properly completed prior to meeting. The Board is required to meet at least once a year minimum.

RECOMMENDATION:

Staff recommends the City Council to appoint a member of the council to be seated on the Community Relations Board.

FISCAL IMPACT: NONE

ATTACHMENTS: NONE

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

FROM: Maria Lara, City Manager
Mario Gonzales, Public Works Director

DATE: March 9, 2021

SUBJECT: Report and Discussion of the Veteran Hall Policy and Any Rental Agreement related thereto, Per Councilmember Ricardo Cano

RECOMMENDATION:

Staff recommends the City Council give City Manager and or City Attorney further direction after discussion.

BACKGROUND:

The McFarland Veteran's Hall is available to the public for private groups, organizations and for non-profit organization.

Rental Charges include the following:

- Hall Deposit:
 - \$350 (Deposits will be refundable 10 business days after event, only if the hall was left clean and no damages were made to the hall and/or premises).
- Security Guards (Per Hour) \$20.61 (Optional)
 - If you will be using your own security guards the city need proof at the time of rental;
 - Requirement: one security per 50 people (only if serving alcohol)
- Kitchen Deposit \$150.00 Non-Resident Fee (Non-Refundable) \$150.00
- Hourly (First 6 hrs.) \$50.00
- Hourly (After 6 hrs.) \$30.00
- A total of four (4) hours are allowed free of charge for the setup and cleanup of the hall.
- Tables and chairs are available for use free of charge.

Additional requirements:

- Must present liability insurance certificate.
 - Non-alcohol = \$1 Million Liability Certificate
 - Alcohol = \$2 Million Liability Certificate

Staff recommends city council consider reviewing and updating the McFarland Rental Application, Fees, Rules and Regulation to be consistent with other communities in Kern County, recover the cost of operating and maintaining the hall, and remove the option of security guards. The city does not have police officers or train individuals to be security guards.

FISCAL IMPACT:

None

ATTACHMENTS:

- McFarland Veteran's Hall Rental Application Rules and Regulation
- McFarland Veteran's Hall Rental Agreement with Sonrise Baptist Church of Clovis



City of McFarland
401 W. Kern Avenue
McFarland, CA 93250
(661) 792-3091 Office
(661) 792-3093 Fax

**McFarland Veteran's Hall
Rental Application**

Rental Charges

Hall Deposit

\$350.00 (Deposits will be refundable 10 business days after event, only if hall was left clean and no damages were made to the hall and/or premises.)

Security Guards (Per Hour)

\$20.61 (Optional)

*If you will be using your own security guards we will need proof at time of rental.

*Requirement: One security per 50 people (only if serving alcohol)

Kitchen Deposit

\$150.00

Non-Resident Fee (Non-Refundable)

\$150.00

Hourly (First 6 hrs.)

\$50.00

Hourly (After 6 hrs.)

\$30.00

*Must present liability insurance certificate. Insured must be as follows:

McFarland Veteran's Community Center, 103 W. Sherwood Ave, McFarland, CA 93250

Non-Alcohol - 1 Million Liability Certificate

Alcohol - 2 Million Liability Certificate

*A total of four hours will be allowed free of charge for the set up and clean up.

*Tables and chairs are available for your use free of charge.

Applicant's Name: _____

Address: _____

City/Zip: _____

Phone: _____

Home _____

Work _____

Cell _____

Type of Rental: _____

Private _____

School _____

Other _____

Date of Rental: _____

From _____

To _____

Total Hrs _____

Date of Set Up: _____

From _____

To _____

Total Hrs _____

Purpose of Rental: _____

Number Attending: _____

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the City's facilities. Applicant hereby agrees to indemnify, defend, and hold harmless the City of McFarland, McFarland Recreation & Parks District, their Councilpersons, Directors, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of the Community Center and is appurtenant facilities and equipment, including but not limited to, any act or omission to act on the part of the City of McFarland, McFarland Recreation & Parks District, their Councilpersons, Directors, boards, commissions, officers, employees, or agents, whether active or passive.

Signature _____

Date _____

OFFICE USE ONLY

Deposit _____ Kitchen Deposit _____ Non Resident Fee _____

Rental Hours _____ x \$50.00

Total Rental Fee _____

(First 6 Hours)

Rental Hours _____ x \$30.00

Total Rental Fee _____

(After 3 Hours)

Security Guards _____ x \$20.61

Total Security Fee _____

Total Charges _____ Date Paid _____

Receipt # _____

Application Received By _____

Date _____

Application Approved By _____

Date _____

McFarland Veteran's Hall Rental Application Rules and Regulations

The McFarland Veteran's Hall is available to the public for private groups, organizations and for nonprofit organizations.

1. In order to secure a date to rent the facility, applicant must be 18 years of age, application must be completed and signed by an adult, and be submitted with full payment.
2. Application must be submitted at least 10 working days prior to the date requested. No Exceptions. All applications submitted are subject to approval by the Manager.
3. In the event of a cancellation, the deposit is non-refundable.
4. Rental of the facility will include dining room, kitchen, restrooms, patio, and tables and chairs. Tables and chairs are not to be removed from the premises.
5. Be sure to be thorough in the amount of time requested. Allow enough time to set up, have your function, and leave facility clean. The facility will not be opened before the time that you request. There are no refunds for any unused reserved time.
6. Smoking is prohibited inside the facility. Alcoholic beverages are allowed on the premises with proof of coverage stated on liability insurance certificate. The responsible person is the one who signs the contract. They are responsible for enforcing all rules.
7. The person signing the application is responsible for setting up, putting chairs and tables away and leaving the facility in good clean order. If the facility does not pass inspection, the City will deduct cleaning and/or repair expenses from the deposit as needed. Refundable deposits will be refunded 10 business days after event, only if hall is left clean and no damages were made to the hall and/or premises. Any damage to the facility, equipment or contents of facility will be assessed, and an appropriate dollar amount will either be withheld from the deposit or charged separately if needed.

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of McFarland. All applications must be signed and returned along with fees and deposits, before consideration of use approval.

*SUBMISSION OF APPLICATION DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage are understood to be at the City's discretion. The City will not be responsible for special conditions, accommodations or other improvement for any granted request for use. Any special needs are the responsibility of the user with prior approval of the City Manager.
2. Groups or persons using the facility are responsible to pay for any damage to property or loss of property.
3. The City is not liable for injury to persons, or loss or damage of group or individual property. The City requires proof of insurance coverage (see below).
4. When in the opinion of the City's activity conditions warrant the presence of one or more security personnel the cost of such service shall be borne by the group or organization sponsoring the activity. See further requirements for security below.
5. Permission to use City facilities will be granted subject to observance of regulations and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facility shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the application is made. The City reserves the right to place restrictions on the use of alcoholic beverages.
2. The applicant shall remove all alcoholic beverages from the premises immediately following the function.
3. Food and refreshments, including alcoholic beverages may be permitted in certain designated areas as determined by the City.

4. Any function where alcoholic beverages will be permitted may require an additional deposit.

GUIDELINE AND RULES

The following guidelines and rules will govern the cost and procedures for District approvals.

1. Any part of an hour will be considered a full hour in determining charges.
2. All refunds will be refunded 10 working days following scheduled function only if hall was left clean and no damages were made to the hall and/or premises.
3. No arrangements can be made for a time extension with personnel on duty the day of the event.

SECURITY PERSONNEL

If in the opinion of the City Manager, an activity warrants the presence of one or more security personnel, the cost of such service shall be borne by the applicant. Proof of obtaining the required security personnel must be in the City's office no later than five working days prior to the activity. Proof should be in the form of a receipt or contract from a bonded security agency. If proof is not in the City's office by the required date, the use of the facility may be denied. If security is not present on the date of the activity, the City Manager may terminate the activity and require the group to leave the area.

LIABILITY INSURANCE REQUIREMENT

The party requesting to use the facility (applicant) shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility. A comprehensive general liability insurance policy with bodily injury, property damage and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form and coverage for premises operations, hazards, complete operations and products, liability and containing special endorsement providing substantially the following:

1. That the City of McFarland, their agents officers, employees and governing bodies and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law.
2. Contractual liability coverage underwriting the obligations of applicant to hold harmless indemnify and defend each of the insured provided herein.

3. "Cross liability" or "Severability of Interest" coverage for all named insured.
4. That such insurance is primary and that any other insurance maintained by the additional named insured is excess and not contributing insurance with respect to the subject insurance policy.
5. That the insurer waives all rights of subrogation against the additional named insured.
6. That the coverage afforded by such policy to the additional named insured shall not be prejudiced in any way by the failure of the principal insured to comply with any notice requirements of such policy.
7. That such policy may not be canceled coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 10 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.
8. The facility shall not be used until applicant has provided the City with a duly certificate of insurance issued by an insurance company approved by the City and evidencing that the policy has been issued is effective and complies with the foregoing requirements. Applicant must also provide the City with a facsimile of the insurance policy and no use of the facility can be made until the City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend and hold harmless the City of McFarland, Directors, boards, commissions, officers, employees and agents from any and all claims demands, suits, judgments, liability, damages, costs, and expenses arising out of or related to applicant's use of occupation of the McFarland Veteran's Hall and its appurtenant facilities and equipment, including but not limited to any act or omission to act on the part of the City of McFarland, their Councilpersons, Directors, boards, commissions, officers, employees or agents whether active or passive.

Date

Applicant Signature

**McFARLAND VETERAN'S COMMUNITY CENTER
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT made this 14th day of July, 2016, by and between the CITY OF MCFARLAND (the "City") and SONRISE BAPTIST CHURCH OF CLOVIS (the "Tenant"),

WITNESSETH:

WHEREAS, City is the owner of the real property located at 103 W. Sherwood Avenue, McFarland, California more particularly known as the McFarland Veteran's Community Center (the "Premises"); and

WHEREAS, Tenant wishes to rent the Premises and City is agreeable thereto under the terms and conditions described hereinafter.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby rents the Premises to Tenant each Tuesday evening from 6:30 PM-8:30 PM. This Agreement shall be month-to-month under the terms and conditions described hereinafter. Either party may terminate this Rental Agreement at any time upon thirty (30) days prior written notice to the other.
3. Tenant shall pay City monthly in advance on the first day of each month rental in the amount of \$150.00.
4. Tenant may utilize the Premises only for the following purposes: for ministry, outreach and community relations including an interactive Bible study with activities and events for adults and youth aged high school and middle school students.
5. Tenant shall return the Premises to its condition existing prior to each use by Tenant including, without limitation, removing any food, equipment, or other materials used in each occupancy and sweep and clean the premises as needed and to the reasonable satisfaction of City. Tenant shall pay for all maintenance and repair of the Premises and all utilities and other costs associated with its use.
6. This Rental Agreement is made upon the express condition that City is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or damage to property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Rental Agreement, or any occupancy hereunder. Tenant hereby

agrees to indemnify, defend, and save harmless City, its officers, Councilmembers, employees, contractors, and agents ("City's Agents") from all liability, loss, cost and obligations on or on account of or arising out of any injuries or losses however occurring. *[The Tenant, at its sole expense, shall maintain throughout the term of this Rental Agreement, a comprehensive general liability insurance policy in the amount of \$1.0 million per occurrence protecting the Premises and the City and City's Agents, against all public liability whatsoever. Tenant shall forthwith procure same and cause to be furnished to City a certificate and endorsement to the policy from the insurance carrier stating that the insurance is in full force and effect, that the premiums have been paid thereon, and that the insurance carrier will give City at least ten (10) days prior written notice of any termination, cancellation or modification of the terms of such insurance. City and City's Agents shall be named as additional insureds thereon and City's insurance shall be non-contributory.]*

7. If Tenant breaches this Rental Agreement, City shall have all remedies available to City hereunder, and at law and in equity.

8. Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in its use all laws, rules and regulations of those authorities.

9. The covenants and agreements contained in this Rental Agreement shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Time is of the essence of this Rental Agreement and of each and every one of the provisions herein contained.

10. City makes no representations or warranties under this Rental Agreement and Tenant hereby accepts the Premises, all improvements thereon, and all conditions affecting the Tenant's ability to use the Premises "AS IS, WHERE IS, AND WITH ALL FAULTS." This Rental Agreement is subject to (a) all existing easements, servitudes, licenses and rights-of-way for roads, highways, telephone, and electric power lines and other purposes, whether recorded or not; (b) deed restrictions; and (c) the rights of other lessees.

11. This Rental Agreement represents the sole and only agreement between the parties regarding the matters addressed herein and the parties acknowledge and agree that no oral or other written agreements or representations exist between the parties affecting this Rental Agreement. This Rental Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, and understandings, if any.

12. If either party institutes any action or proceeding arising out of or relating to the provisions of this Rental Agreement or any default hereunder, the prevailing party in such action or proceeding shall be entitled to the recovery of reasonable attorney's fees and all costs and disbursements incurred in the action or proceeding.

13. Whenever it shall be required or permitted in this Rental Agreement that notice be given by either party to the other, such notice shall be deemed served when personally delivered to the party to be served or when deposited in the United States mail, first class, postage prepaid, when sent or by confirmed facsimile or by electronic mail ("e-mail") to the following address: City – City Manager, 401 West Kern Avenue, McFarland, California, 93250, Fax - (661) 792-3093, Email-

jwooner@mcfarlandcity.org; and Tenant –Sonrise Baptist Church of Clovis, Attention: Rev. Bobby A. Sharp, 3105 Locan Avenue, Clovis, California 93619, Fax - (559) 291-5201, Email- basharp@gmail.com. Either party may change its address by providing written notice to the other in the manner described herein.

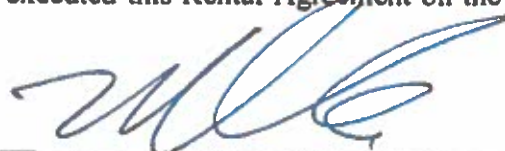
14. If any provision of this Rental Agreement shall be determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Rental Agreement and all such other provisions shall remain in full force and effect.

15. This agreement shall be governed by and construed in accordance with the laws of the State of California.

16. This Rental Agreement may not be amended except by a writing executed by all parties.

17. Tenant shall not assign this Rental Agreement nor any rights under it and shall not sublet the entire or any part of the Premises or any right or privilege appurtenant to the Premises nor permit any other person to occupy or use the entire or any portion of the Premises, without first obtaining City's written consent.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on the date first hereinabove written.



MANUEL CANTU, Mayor, City of
McFarland, California, "City"

SONRISE BAPTIST CHURCH
CLOVIS, a California Non-Profit
Corporation, "Tenant"

By: 
Name: _____
Its: _____

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members

FROM: Larry A Ronk III, Acting Community Development Director

DATE: May 27, 2021

SUBJECT: Report and Approval; Awarding of a contract with Dee Jasper for conducting Urban Water Management Plan for the City of McFarland.

RECOMMENDATION:

Staff recommends the City of McFarland City Council award the contract to Dee Jasper, in the amount of \$46,032.00 for the Urban Water Management Plan Study.

BACKGROUND:

The City of McFarland has received a \$250,000.00 grant from Sustainable Agricultural Lands Conservation for multiple studies including an Urban Water Management Plan to be developed to be in compliance with the state. The City is being pro-active and wanting to accomplish this study prior to being required due to the amount of water meter services a City may have without one. The threshold for this study to be required is 3000 and the City is right below that amount. The City has recently applied for an Annexation and with this plan, it shows how the City plans to develop and provide not only water within the City limits now, but also for the annexation.

The City, after advertising a Request for Qualifications, received three (3) bids which are as follows:

Bidder's Name	Total Bid
Dee Jasper	\$46,032.00
QuadKnopf	\$46,978.00
MKN & Associates	\$43,281.00

After reviewing the bids, it was determined that Dee Jasper was the most qualified based on the qualifications and knowledge of the local area and the highest rated overall by reviewers.

The contract shall not take effect until such time as an agreement, approved by the City Attorney, has been signed by Mayor Gonzalez and a representative from Dee Jasper.

FISCAL IMPACT:

Sustainable Ag Land Conservation Planning Grant 100% funded.

**AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF MCFARLAND, CALIFORNIA,
AND
DEE JASPAR & ASSOCIATES, INC.**

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

RECITALS

The City requires outside assistance to provide the following services:

Urban Water Management Plan 2021

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

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

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

AGREEMENT

1. TERM OF AGREEMENT

- 1.1. This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.
- 1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than October 29, 2021, unless an extension of time is mutually agreed to by both parties in writing.

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

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

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

3. PAYMENT FOR SERVICES (ATTACHMENT B)

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

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

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

4. SUBCONTRACTING

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

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C)

- 5.1. Attachment B is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

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

7. **VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor

shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

8. TERMINATION OF AGREEMENT

8.1. In the event of Consultant's failure to prosecute, deliver, or perform the described services, the City may terminate this Agreement by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The General Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

8.2. This Agreement may be terminated by either party, without cause, upon the giving of ten (10) days written notice to the other party. Prior to the 10th day following the giving of the notice, the Consultant shall: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The General Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

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

10. OWNERSHIP OF DOCUMENTS

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

10.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the

Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

11. INDEPENDENT CONTRACTOR

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

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

12. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

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

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

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

14. INSURANCE

14.1. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. *Commercial General and Automobile Liability.* Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If

a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

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

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

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

- C. *Workers' Compensation.*** Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.
- D. *Deductibles and Self-Insured Retentions.*** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - iii.** Terminate this Agreement.
 - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

15. DISPUTES

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

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

15.2. If the dispute is not resolved at staff level in accordance with Section 15.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

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

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

17. CONSULTANT'S BOOKS AND RECORDS.

- 17.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.
- 17.2.** Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 17.3.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- 17.4.** City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

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

If to City: Maria Lara,
City Manager,
401 West Kem Avenue,
McFarland, California 93250,
Fax: 661-792-3093
Email: mlara@mcfarlandcity.org

If to Consultant: Dee Jasper
2730 Unicorn Rd, Building A
Bakersfield CA 93308
Fax: 661-393-4799

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

19. GENERAL PROVISIONS

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

20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT.

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

21. CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC § 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

Date: _____

CITY OF MCFARLAND

By: _____

Sally Gonzalez
Mayor

Date: _____

DEE JASPAR & ASSOCIATES, INC.

By: _____

Name: _____

Its: _____

ATTACHMENT “A”
Scope of Work

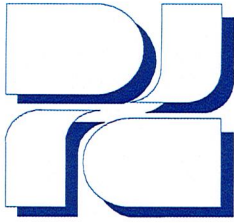
ENGINEERING PROPOSAL & STATEMENT OF QUALIFICATIONS

CITY OF McFARLAND URBAN WATER MANAGEMENT PLAN STUDY

March 15, 2020



Dee Jaspar & Associates, Inc.
2730 Unicorn Road, Bldg A
Bakersfield, CA 93308
PHONE: (661) 393-4796
FAX: (661) 393-4799



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BUILDING A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

March 15, 2021

Larry A. Ronk III, Acting Community Development Director
c/o City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

Re: **Statement of Qualifications (SOQ)**
Urban Water Management Plan (UWMP) Study

Ladies and Gentlemen:

Herein is our proposal to provide an Urban Water Management Plan for the City of McFarland as outlined in the Request for Proposal.

Dee Jaspar & Associates, Inc. (DJA) is a consulting civil engineering firm that specializes in water supply and water system design. As part of that work, DJA has prepared several Urban Water Management Plans for municipalities and private mutual water companies. If awarded the contract to prepare the UWMP, DJA acknowledges its complete responsibility for the entire contract and any charges associated therewith.

Dee Jaspar and Associates, Inc. (DJA), has over 40 years experience in Kern and Tulare Counties. The firm has been involved with municipal, industrial, and agricultural water supply projects in sizes ranging from \$5,000 to \$50 million.

Dee Jaspar and Associates, Inc. has worked with the City of McFarland Water Department, and the McFarland Mutual Water Company prior to that, for nearly thirty (30) years and we look forward to continuing to serve the community of McFarland. Our goal is to:

- **Prepare a comprehensive and detailed Urban Water Management Plan.**
- **Assist the City with Presentation of the UWMP and its submission to DWR.**
- **Provide our work on time and on budget.**
- **Meet the needs of the City of McFarland.**

Dee Jaspar and Associates, Inc. understands the City's busy schedule and its need for efficient solutions to its water supply needs and compliance with regulatory requirements. We will endeavor to carry out our work in a manner that will assist the City in meeting its goals.

DJA does not know of any past, ongoing, or potential conflicts of interest that may be a result of performing work on this project. We are pleased to provide this proposal and look forward to serving you.

Sincerely,

Curtis M. Skaggs, PE

SECTION A.

BACKGROUND AND EXPERIENCE

Dee Jaspar & Associates, Inc., founded in 1980 and established as a California corporation in 1982, is a professional civil engineering corporation. For more than forty years, civil engineers at Dee Jaspar & Associates have specialized in project management, engineering design, and construction administration for both public and private civil projects. Dee Jaspar & Associates, Inc. has offices in Bakersfield and Porterville, CA.

Dee Jaspar & Associates, Inc. currently employs eleven (11) full-time and two (2) part-time staff members in its Bakersfield office; (5 Professional Engineers, 3 Staff Engineers (E.I.T.), 1 Drafting Technician/Surveyor, 2 Clerical, and 2 part-time inspectors on an as needed basis).

We have worked with the City of McFarland, and McFarland Mutual Water Company prior to that, and look forward to continuing to serve the community of McFarland. The primary contacts for this project will be the Principal Engineer, Dee Jaspar, and the Project Manager, Curtis M. Skaggs, at (661) 393-4796. Our firm performs the following listed services:

Project Design and Management

- | | |
|-------------------------------|------------------------------|
| • Project Design | • Preliminary Design Studies |
| • Project Management | • Budget / Job Costing |
| • Construction Administration | • Estimating |
| • Construction Inspection | • Scheduling |

Civil Design

- | | |
|---|--|
| • Pipeline and Open Channel Design | • Feasibility Studies |
| • Pumping Plant Design | • Drainage Studies and Drainage System Design |
| • Right of Way Surveys | • Flood Studies and Flood Control Systems |
| • Topographic and Alignment Surveys | • Agricultural Drainage Water Re-Use and Disposal Projects |
| • Agricultural Water Supply and Distribution Systems | • UWMP Preparation |
| • Groundwater Recharge Facilities | |
| • Water Storage Reservoirs | |
| • Municipal / Industrial Water Supply and Treatment (Groundwater Wells) | |

Land Development

- | | |
|---------------------|------------------------|
| • Improvement Plans | • Construction Surveys |
| • Boundary Surveys | • Grading Plans |
| • ALTA Surveys | • Topographic Surveys |

Municipal / Industrial Water Supply

- Distribution System Design and Analysis
- Pumping Plant Design
- Water Treatment Pilot Studies
- Water Treatment System Design
- Water Well Pilot Studies
- Hydraulic Modeling
- Well Design and Construction Monitoring
- Steel Water Storage Reservoir Design and Construction Monitoring
- Rate Structure Studies and Design
- Plan Checking Services

Agricultural Water Supply

- Open Channel Analysis and Design
- Closed Conduit Analysis and Design
- Pumping Plant Design
- Pipeline Alignment Surveys
- Earthen Water Storage Reservoirs
- Flood Control Facility Analysis and Design
- Open Channel Improvement Projects
 - Channel Prism Modification
 - Channel Lining and Liner Extensions
- Right-of-Way Determination and
- Groundwater Recharge

Clients Served

Dee Jaspar & Associates, Inc., has served the Kern and Tulare County areas in many capacities including, but not limited to, preparation of feasibility studies, design of temporary/emergency facilities, engineering design, construction project team member, construction inspection and administration. Below is a partial list of other Kern and Tulare County clients we serve.

- The City of McFarland
- The City of Shafter
- Vaughn Water Company
- Oildale Mutual Water Company
- Cawelo Water District
- The City of Porterville
- Arvin Community Services District
- Chevron, Inc.
- West Kern Water District
- Lamont Public Utility District
- Kern County Water Agency

Our firm specializes in water supply and water system design and has extensive experience in this area which affords us the ability to be cost effective and efficient in our design work and project management. Our staff is highly qualified and combines engineering knowledge with practical everyday field experience which contributes to their development as engineers and problem solvers. This provides our firm the ability to provide engineering designs that consider constructability and also aids our engineers in field direction and conflict resolution with Contractor's.

EXPERIENCE

Dee Jaspar and Associates, Inc. has extensive experience in municipal water supply and distribution system projects. Our firm specializes in water supply and water system design. Our staff has been involved in all facets of water system design including, but not limited to, feasibility level studies, preliminary engineering design reports, water supply assessments, permitting, project design, preparation of bidding documents, the bidding process, and construction inspection and contract administration. Our Project Team has been assembled to complement our water experience with the highest level of local knowledge and experience in the City of McFarland and the County of Kern.

Our firm has worked as the consulting engineer for the City of McFarland Water Department and for the McFarland Mutual Water Company prior to that. We have been routinely involved in the following types of work with the City of McFarland:

- Hydraulic Modeling of the Water System to evaluate the effects of New Development
- Water System Plan Review for New Developments
- Construction Inspection assistance on New Developments
- Updating of Water System Standards
- Design, Bid, and Construction Oversight of Water Supply Projects
- Design, Bid, and Construction Oversight of Water Treatment Projects
- Assistance with Water Grant Applications
- Assistance with State Water Board Permitting
- Assistance with compliance for the Sustainable Groundwater Management Act (SGMA)

Our firm also provides the engineering services for special projects associated with the water system and the projects completed in the last five to ten years include:

- Browning Road Well Facility Project
- Well No. 2 and Well No. 4 Abandonment Project
- Garzoli Arsenic Removal Treatment System Project

As a result of the long term work we have performed for the City of McFarland as the City Water Engineer, we have a good understanding of the water system infrastructure, the historic water system demands, the water supply sources, water quality data, and potential future projects. DJA is ideally suited to prepare the Urban Water Management Plan on behalf of the City of McFarland.

The Urban Water Management Planning Act requires all urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an Urban Water Management Plan. Urban water suppliers are required to prepare and update their Urban Water Management Plan (UWMP) and submit a complete plan to the Department of Water Resources every five years.

Below is a brief list of our experience with preparing Urban Water Management Plans.

1) **Arvin Community Services District** **2010 and 2015 Urban Water Management Plans**

Dee Jaspar & Associates, Inc. prepared the 2010 Urban Water Management Plan and the 2015 Urban Water Management Plan for the Arvin Community Services District (ACSD). In addition, DJA will be preparing the 2020 Urban Water Management Plan. The ACSD was created in 1957 for the purpose of providing domestic water to the citizens of the City of Arvin. They currently have approximately 4,000 connections and serve a population of approximately 23,000. The plans included:

- Introduction and Overview
- Plan Preparation
 - Public Participation
 - Agency Coordination
 - Implementation
- System Description
 - Description of Service Area
 - Service Area
- System Demands
 - Water Use
 - Water Demand Projections
- Baseline Targets
- System Supplies
 - Water Sources
 - Transfer of Exchange Opportunities
 - Development of Desalinated Water
 - Water Recycling
 - Future Water Projects
 - Impacts of Climate Change on Water Supply
 - Groundwater Basin Management

Client:	Arvin Community Services District
Location:	City of Arvin, Kern County, California
Project Desc:	Preparation of 2010 UWMP and 2015 UWMP
Project Engineer:	Dee Jaspar, Dee Jaspar & Associates, Inc.
Project Cost:	\$20,000.00
Project Contact:	Raul Barraza, Jr. – General Manager
	Tel. No. (661) 854-2127

2) Oildale Mutual Water Company

2010 and 2015 Urban Water Management Plans

Dee Jaspar & Associates, Inc. prepared the 2010 Urban Water Management Plan and the 2015 Urban Water Management Plan for the Oildale Mutual Water Company. In addition, DJA will be preparing the 2020 Urban Water Management Plan. Oildale Mutual Water Company (OMWC) was incorporated in October 1919 and is a mutual water company that provides domestic water to its customers/stockholders at cost. OMWC serves approximately 10,500 service connections and a population of approximately 35,000. The plans included:

- Introduction and Overview
 - Agency Identification
- Plan Preparation
 - Plan Identification
 - Public Participation
 - Agency Coordination
 - Implementation
- System Description
 - Supplier Service Area
 - Topography, Land Use, and Climate
 - Population
- System Demands
 - Water Use
 - Water Use Projections
- Baseline and Targets
- System Supplies
 - Water Sources
 - Groundwater
 - Treated Surface Water
 - Transfer of Exchange Opportunities
 - Development of Desalinated Water
 - Water Recycling
 - Future Water Projects
 - Impacts of Climate Change on Water Supply
 - Groundwater Basin Management
- Water Supply Reliability Assessment
 - Water Supply Reliability
- Water Shortage Contingency Plan
 - Water Shortage Contingency Plan
 - Stages of Action
 - Estimate of Minimum Supply for Next Three Years
 - Water Shortage Contingency Plan Prohibition
 - Water Shortage Contingency Plan Penalties
 - Water Shortage Contingency Plan Revenue and Expenditures & Measures to Overcome Impacts
 - Water Quality Impacts on Reliability
- Demand Management Measures
- Plan Option, Submittals, and Implementation

Client: Oildale Mutual Water Company
 Location: Oildale, Kern County, California
 Project Desc: Preparation of 2010 UWMP and 2015 UWMP
 Project Engineer: Dee Jaspar, Dee Jaspar & Associates, Inc.
 Project Cost: \$18,000.00
 Project Contact: Doug Nunneley – General Manager
 Tel. No. (661) 399-5516

3) Vaughn Water Company **2010 and 2015 Urban Water Management Plans**

Dee Jaspar & Associates, Inc. prepared the 2010 Urban Water Management Plan and the 2015 Urban Water Management Plan for Vaughn Water Company. In addition, DJA will be preparing the 2020 Urban Water Management Plan. Vaughn Water Company (VWC) is a mutual water company serving the Rosedale area of Kern County and includes approximately 10,500 water service connections serving a population of approximately 33,000. The plans included:

- Introduction
- Plan Preparation
 - Public Participation
 - Agency Coordination and Outreach
- System Description
 - Supplier Service Area
 - Climate
 - Other Demographic Factors – History and Population Growth
 - Service Area Population
- System Water Use
 - Groundwater and Underlying Districts
 - Water Demands
- Baseline and Targets
 - Baseline Targets Summary
 - Forecast Based on Target GPCD
 - Water Demands and Projections
 - Projected Low Income Water Demands
- System Supplies
 - Water Sources: Groundwater
 - Underlying Water Agencies – Sufficiency of Groundwater Supply
 - Recycled Water
 - Transfer and Exchange Opportunities
 - Planned Water Supply Projects and Programs
 - Development of Desalinated Water
 - Wholesale Water
- Water Supply Reliability
 - Reliability
 - Plans to Assure a Reliable Water Supply – Delivering Capability
 - Factors Resulting in Inconsistency of Supply
- Water Shortage Contingency Plan

- Coordinated Planning
- Stages of Action
- Mandatory Prohibitions on Wasteful Use of Water
- Enforcement Methods
- Catastrophic Supply Implementation Plan
- Revenue Impact
- Ordinance and Use Monitoring Procedure
- Supply and Demand Comparison Provisions
- Demand Management Measures
 - Demand Management Measures and Technical Practices
 - Evaluation of Demand Management Measures
- Plan Adoption, Submittals, and Implementation
 - Plan Adoption

Client: Vaughn Water Company
Location: Rosedale, Kern County, California
Project Desc: Preparation of 2010 UWMP and 2015 UWMP
Project Engineer: Dee Jaspar, Dee Jaspar & Associates, Inc.
Project Cost: \$10,000.00
Project Contact: Van Grayer – General Manager
Tel. No. (661) 589-2931

In addition, to the plans noted above, DJA has provided assistance to the City of Shafter as needed for their 2010 Urban Water Management Plan and 2015 Urban Water Management Plan.

DJA has also been retained by the City of Wasco to prepare their 2020 Urban Water Management Plan.

Our firm currently carries professional errors and omissions coverage in the amount of \$4,000,000.00.

REFERENCES

Arvin Community Services District
309 Campus Drive
Arvin, CA 93203

Contact: Raul Barraza, Jr.
Tel. No.: (661) 854-2127

City of Shafter
336 Pacific Avenue
Shafter, CA 93263

Contact: Mike James
Tel. No.: (661) 746-5000

City of McFarland
401 West Kern Street
McFarland, CA 93250

Contact: Mario Gonzales
Tel. No.: (661) 792-3091

City of Porterville
291 North Main Street
Porterville, CA 93257

Contact: Javier Sanchez or Mike Knight
Tel. No.: (559) 782-7466

City of Wasco
746 8th Street
Wasco, CA 93280

Contact: Biridiana Bishop
Tel. No.: (661) 758-7219

Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

Contact: Martin Varga
Tel. No.: (661) 634-1400

Lamont Public Utility District
8624 Segreue Road
Lamont, CA 93241

Contact: Scott Taylor
Tel. No.: (661) 845-1213

Oildale Mutual Water Company
2836 McCray Street
Bakersfield, CA 93308

Contact: Doug Nunneley
Tel. No.: (661) 399-5516

Vaughn Water Company
10014 Glenn Street

Contact: Van Grayer
Tel. No.: (661) 589-2931

SECTION B.

SPECIALIZED KNOWLEDGE AND PROJECT APPROACH

Our firm has worked for the City of McFarland as the City Water Engineer since the City acquired the mutual water company and we have a good understanding of the water system infrastructure, the historic water system demands, the water supply sources, water quality data, and potential future projects. DJA is ideally suited to prepare the Urban Water Management Plan on behalf of the City of McFarland as we have the local knowledge and experience with the City water system.

Dee Jaspar and Associates, Inc. values the client relationships that are created through working on projects together and believes in maintaining these relationships through personal integrity, company integrity, hard work, availability, attention to detail, and good communication. Our Principal Engineers, Dee Jaspar and Curtis Skaggs, ensure the above criteria are practiced and maintained and they are responsible for communication with the City's Project Manager and staff.

The Urban Water Management Planning Act requires all urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an Urban Water Management Plan. Urban water suppliers are required to prepare and update their Urban Water Management Plan (UWMP) and submit a complete plan to the Department of Water Resources every five years. There have been several new additions to the California Water Code establishing new requirements that water suppliers must address in their 2020 UWMP. DJA is familiar with these changes and will adhere to the contents of the 2020 UWMP Guidebook.

Our approach to the preparation of the UWMP for the City of McFarland will begin with information gathering. Fortunately, DJA has a significant amount of information for the City of McFarland with respect to its water system, sources, supply and demand. DJA will compile this information and review it thoroughly. Additional information needed will be coordinated with City Staff. DJA will schedule an initial meeting with City Staff to review the work to be performed, provide a list of the documents and information necessary to begin working on the UWMP, establish the proper lines of communication and expectations for the work, and set milestone dates for project deliverables.

DJA will then begin preparing the necessary information for the UWMP such as service area maps, descriptions, tables, current and future population estimates, current and future water demand estimates, and other information required by the 2020 UWMP Guidelines. DJA Staff will provide support and assistance as necessary in preparing the maps, tables, and projections in order to ensure that the UWMP is completed by the appropriate milestone dates established at the initial meeting with City Staff.

Dee Jaspar will be responsible for the preparation of the Urban Water Management Plan. Curtis Skaggs will be responsible for providing the staff support necessary to supplement the preparation as noted above. Dee will prepare the UWMP and include water supply projections, potential supplemental supplies, potential future water well locations, recycled water supply, current and future groundwater supplies, water quality data, supply and demand projections, and water conservation measures and adequacy with meeting regulatory requirements.

A draft Urban Water Management Plan will be prepared and submitted to City Staff for review and comment. A meeting will be held to review the City questions, concerns, and comments. DJA will then incorporate the comments and revisions into the UWMP and prepare a final Urban Water Management Plan. This plan will be presented to the public and the City Council for Public Hearing and Adoption. Upon receipt of all comments, DJA will finalize the Urban Water Management Plan and submit it to the Department of Water Resources.

SECTION C.**PERSONNEL / PROFESSIONAL QUALIFICATIONS**

Our Bakersfield Office will be performing all work on this project. The firm address is:

Address: Dee Jaspar and Associates, Inc.
2730 Unicorn Road, Bldg A
Bakersfield, CA 93308

Telephone: 661-393-4796

Fax Number: 661-393-4799

Company E-Mail: djacivil@djacivil.com

Company website: djacivil.com

Entity: California Corporation

Contact Person/

Authorized Representative: Dee Jaspar (661) 393-4796
Curtis Skaggs (661) 393-4796
cskaggs@djacivil.com

Dee Jaspar and Associates, Inc. is a California Corporation, incorporated on April 9, 1982 and is a local Kern County vendor. Our Bakersfield staff is a multi-talented, multi-disciplined team that has a “can do” attitude. We enjoy working together and will make a good addition to the City of McFarland team on this project.

Dee Jaspar & Associates, Inc. has a staff that includes five registered civil engineers, three certified engineers-in-training, a land surveyor-in-training (operating under Dee Jaspar’s license), and a computer aided draftsman. The DJA Staff is capable and qualified to perform all general civil engineering duties, land surveying, mapping, project review, project management, and project design.

The project team will consist of the City Staff, DJA staff with Dee Jaspar and Curtis Skaggs being the primary personnel working on the project. See the Organization Chart provided.

<i>Engineering Team</i>				
<i>Project Role</i>	<i>Personnel</i>	<i>Est. Hours</i>	<i>Registration</i>	<i>Experience</i>
Principal Engineer	Dee Jaspar	156 hours	PE	48 yrs
Engineer-in-Charge	Curtis Skaggs	64 hours	PE	22 yrs
Senior Engineer	Jeff Pray	< 4 hours	PE	16 yrs
Staff Engineer	Kris Wilcox	12 -24 hours	PE	11 yrs
Staff Engineer	Matt Medrano	< 4 hours	PE	7 yrs
Staff Engineer	Matt Hooker	< 4 hours	EIT	16 yrs
Staff Engineer	Colson Hertzog	< 4 hours	EIT	1 yr

Dee Jaspar is the president of the firm and responsible for general oversight of the projects that our firm is involved with. He assists with the quality control of the work product in the form of plan and specification reviews, provides general project oversight, and provides assistance to staff with engineering expertise in complex issues. Mr. Jaspar also is a licensed surveyor and would be responsible for signing and stamping legal descriptions, survey plats, or any other land map items.

It is anticipated that Mr. Jaspar will be the primary personnel preparing the 2020 UWMP. It is anticipated that he will have approximately 156 hours involved in the preparation, presentation, and submission of the Urban Water Management Plan.

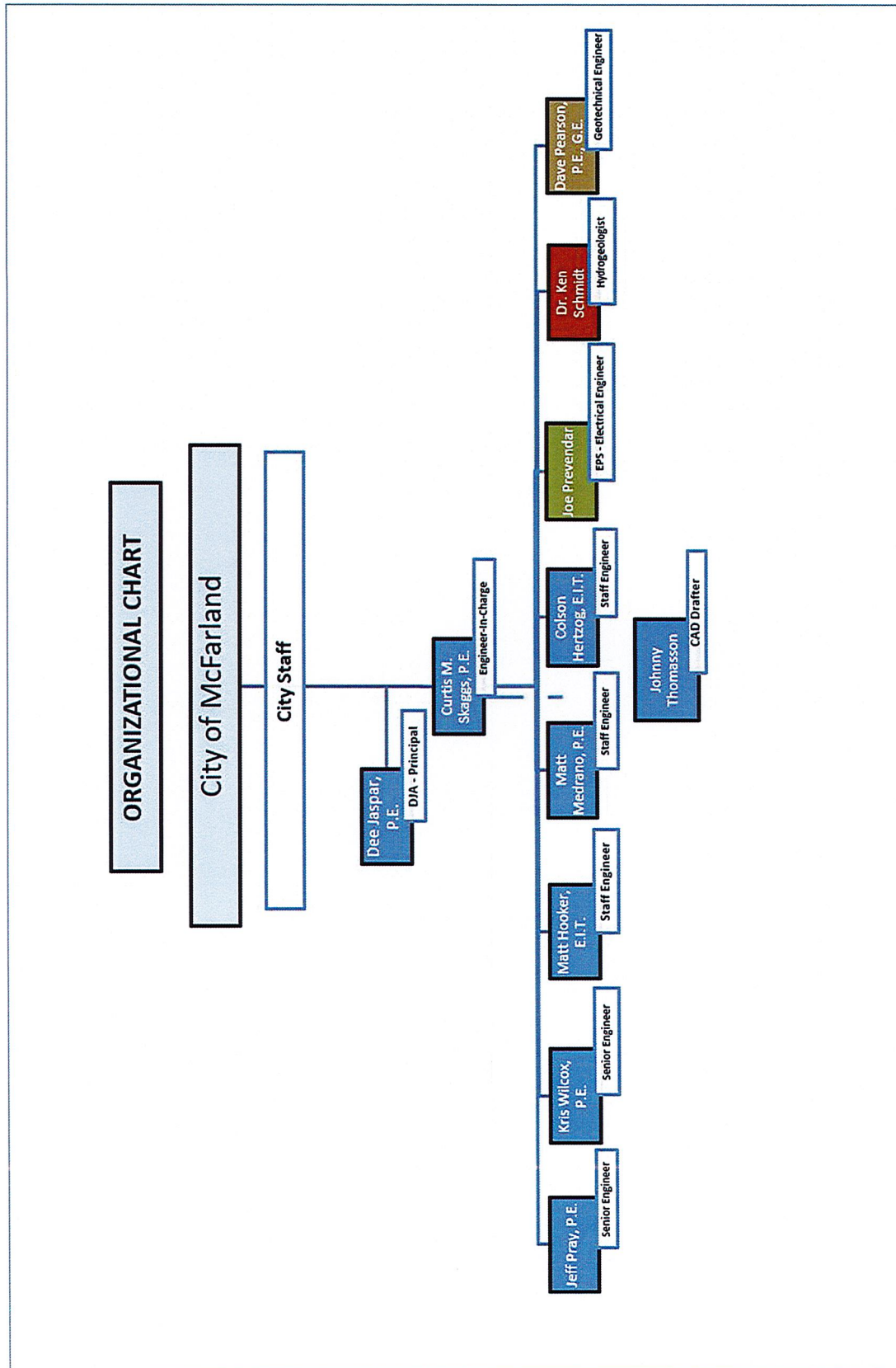
Curtis Skaggs manages the projects and the staff to ensure that projects are completed on-time, on-budget, and to the City's satisfaction. As engineering support is needed for the preparation of the UWMP, Mr. Skaggs will assign tasks to the DJA Staff, ensure that they understand the scope of the work, review their work, and ensure that the work product is returned in a timely fashion. As a result of Mr. Skaggs' familiarity with the City of McFarland water system, demands, and supply sources, it is anticipated that he may provide the primary support to Mr. Jaspar. It is anticipated that he will have approximately 64 hours involved in assisting with maps, modeling, supply and demand projections, and supply source information.

Our staff engineers, Jeff Pray, Kris Wilcox, Matt Medrano, Matt Hooker, and Colson Hertzog will be available to assist as needed to ensure that project milestones are achieved and that we are able to complete the preparation of the UWMP on-time and on-budget. It is not envisioned that much time will be required for their help on the UWMP, but if necessary, it is anticipated that Kris Wilcox will be involved for approximately 12 to 24 hours as he also has served as the design engineer for several recent City water projects.

DJA management principles are predicated on integrity, honesty, and hard work. Our firm strives to ensure that all of our projects are completed on-time and within budget. This is accomplished with good planning, efficient work, and experienced oversight. DJA will also work to maintain good communication with City Staff so that they are aware of project progress and any needs or issues that arise.

DJA prides themselves on being detail oriented and responsive to our client needs. DJA staff will respond to needs immediately and will ensure that this project is given the attention it deserves.

ORGANIZATIONAL CHART



RESUMES

Dee Jaspar, P.E.

Principal Engineer

EDUCATION:

BS in Engineering,
University of California,
Davis, California 1970

REGISTRATION:

CA RCE 23042
CA Ag No. 161

OR RE 63260, P.E.

CA General Contractor's
License No. 426321

MEMBERSHIPS:

ASCE Life Member

Qualifications Summary

Dee Jaspar is the president of the corporation. He is a registered civil engineer and agricultural engineer in the State of California. He is also a registered professional engineer in the State of Oregon. He graduated from the University of California at Davis in 1970 with a Bachelor of Science Degree in Engineering.

Mr. Jaspar has been involved in civil engineering projects for the past forty-nine years. He has experience in design of earthen dams (including retrofitting existing dams), canals, pipelines, municipal and agricultural wells, pumping plants, water treatment plants, and surge control equipment. He has prepared grading plans, drainage plans, site development plans, tract maps, parcel maps, drainage studies, land use plans (including specific plans), tract improvement plans, and ALTA surveys. He has surveyed municipal, urban, agricultural, and mountain properties, performed construction staking, and participated in aerial-topographic surveys. Mr. Jaspar has designed and constructed commercial and industrial buildings. He owned and operated a general engineering and building construction company for ten years. His structural experience also includes retaining walls, foundations, small bridges, crane buildings, and water storage tanks. He has provided structural steel and reinforced concrete quality control services for mid-rise (3-15 story) commercial structures and has fabricated and erected structural steel frameworks for the same. He has performed ground water studies, shallow ("perched") water studies, and ground water pollution studies for agricultural evaporation basins, and deals with the State Regional Water Quality Control Board in these matters. He participated in a joint Bureau of Reclamation/Department of Water Resources study of the soils and ground water underlying an agricultural evaporation basin in southern Kern County, conducted studies of the contaminants in the liners of agricultural evaporation basins in northern Kern County, and has prepared closure plans for said basins. In cooperation with the University of California, Davis, he has implemented Kern-County's first integrated on-farm drainage management system to replace an existing evaporation basin. He has performed energy use studies for water pumping plants and other water-related facilities. Mr. Jaspar co-chaired a Technical Advisory Committee for a California Energy Commission study (1977) on the use of a power for pumping irrigation water. He co-authored a paper for the American Society of Civil Engineers on the control of transient pressures in pipelines (Pittsburgh, Pa., 1978), and a paper for the Eleventh Ozone World Congress regarding the use of ozone treatment of municipal water systems (San Francisco, Ca., 1993). Mr. Jaspar performs forensic engineering and expert witness work in the western United States. He has prepared and delivered expert witness testimony as a technical expert in underground pipe installation, land surveying, and flood damage cases.

REPRESENTATIVE EXPERIENCE

- 1979 to present - Dee Jaspar & Associates, Inc., Civil Engineers, Bakersfield, California

Mr. Jaspar performs design of water storage tanks, canals, pipelines, and pumping plants. He is consultant to municipal and agricultural water purveyors in the Kern County, California area. He performs water system flow analyses, treatment system design, design of pumping plants, water storage reservoirs, pipelines, and wells. Additionally, he performs feasibility studies, rate design, and land surveying and mapping services. Mr. Jaspar has

experience in all facets of civil engineering and land surveying.

Mr. Jaspar has experience in the design and operation of agricultural water delivery systems. He has provided engineering services for agricultural clients with evaporation ponds, including ground water pollution studies and operational and abandonment plans. He has performed pumping energy use studies including time-of-use rate comparisons. He has designed small earthen dams for irrigation purposes.

Mr. Jaspar has experience in the design and construction of commercial and industrial structures, crane buildings, and foundations for structures. He performs land surveying, construction staking, and mapping. He has experience dealing with land use planning, zoning issues, preparation of site plans, grading plans, and hydrology related to land development.

Mr. Jaspar has performed forensic engineering, expert witness, and court testimony for clients dealing with pipeline failures and land surveying.

- 1973 - 1979 - Wheeler Ridge-Maricopa Water Storage District, Bakersfield, California
Staff Engineer 1973 to 1976, Assistant Manager 1977 to 1979.

As Staff Engineer, Mr. Jaspar directed the District's Engineering Department performing studies and designs for this large agricultural water district located south of Bakersfield, California. He designed and analyzed pipelines, pumping systems and District maintenance facilities and buildings. Mr. Jaspar dealt with water users, District's staff, and consultants.

As Assistant Manager, Mr. Jaspar supervised the District's department heads (Engineering, Operations and Maintenance, and Controller), and dealt with the Board of Directors and other County and State agencies. Additionally, he co-authored a nationally-published technical paper on control of transient pressures in closed conduit systems. This was published by the American Society of Civil Engineers in 1978. In 1978, as chairman of a statewide technical advisory committee to a California Energy Commission study on pumping energy use in California agriculture, he made recommendations to the Commission related to the application of time-of-use rate structures for agricultural pumping.

- 1971 - 1973 - James C. Hanson, Consulting Civil Engineer, Sacramento, California

Mr. Jaspar performed hydrology and feasibility studies, design, and construction of water projects in Northern California. He performed site investigation, design, and construction control for various small dams, pipelines, canals, and pumping stations. He conducted topographic surveys, reservoir operation studies, and prepared and filed water rights applications. Additionally, he performed design of water system-related structures such as small bridges, reinforcement systems for existing dams, and other miscellaneous structures.

- 1970 - 1971 - Washington State Highway Department, Ellensburg, Washington

Mr. Jaspar performed construction layout and quality control testing for an interstate highway project in Central Washington. Additionally, he was crew chief of a survey crew for layout of a large bridge structure.

Curtis M. Skaggs, P.E.

Senior Engineer I

EDUCATION:

BS in Civil and Environmental Engineering, University of Southern California, California 1997

REGISTRATION:

RCE 60960

MEMBERSHIPS:

ASCE

Qualifications Summary

Mr. Skaggs received a Bachelor of Science Degree in Civil and Environmental Engineering from the University of Southern California in 1997. He is a registered civil engineer in the State of California. He is a member of the American Society of Civil Engineers.

Mr. Skaggs offers approximately twenty-three years' experience as a civil engineer. His experience includes civil design, construction inspection, and management of civil engineering projects for municipal water projects and agricultural water projects. During his career, Mr. Skaggs has developed close working relationships with clients and local agencies to present and complete engineering designs that meet the needs of our clients. He performs the design and specifications for grading plans, water storage tanks, pumping plants, water wells, sewer and storm drain systems, canals, weir structures, pipelines, and well head treatment processes.

Mr. Skaggs also performs water distribution system flow modeling, flood modeling, water system plan checking, and other engineering services. His experience includes the preparation of water supply permit applications, compliance with the drinking water source assessment program, and general permitting issues.

REPRESENTATIVE EXPERIENCE AND PROJECTS

The following is a list of a few of the projects that Mr. Skaggs has designed and provided project management for beginning from the preparation of plans and specifications through to the completion of the construction process.

- Irvine Ranch Water District – Strand Ranch, Kern County, CA. Provided the construction management and inspection services for an approximate 640-acre recharge facility including all earthwork, transfer structures, well abandonments, and reinforced concrete structures as well as the drilling and equipping of six extraction wells, piping, electrical, and all associated appurtenances.
- City of Porterville – Hockett-Mill-Oak Project, Porterville, CA. Performed the design and construction inspection for the re-design of this downtown parking lot. This included the site plan layout, grading plans, striping plans, landscape plans, details, and notes. The project served to provide better ingress and egress and parking for this central parking lot and served to make the area more aesthetically pleasing with pavers, tree grates, and landscaping.
- Self Help Enterprises – Tr 6093 and Multi-Family Development Project, Lamont, CA. This project involved the design of a single family residential tract and multi-family development. Mr. Skaggs was responsible for the preparation of a detailed flood study to establish the pad elevations for the residential homes and multi-family buildings, the County approvals, and the associated flood elevation certificates. Mr. Skaggs was also responsible for the preparation of project plans, specifications, and estimates including the site grading plans, road improvement plans, storm drain system plans, sewer system plans, water system plans, fencing plans, and retaining wall plans. Mr. Skaggs and Mr. Mixon of DJA handled all of the project permitting and compliance with the County conditions of approval.

Jeff Pray, P.E.

Senior Engineer II

EDUCATION:

BS in Civil Engineering,
California Polytechnic
University, San Luis
Obispo, California, 2003

REGISTRATION:

RCE 69413

MEMBERSHIPS:

ASCE

Qualifications Summary

Mr. Pray received a Bachelor's Degree in Civil Engineering from California Polytechnic University at San Luis Obispo in 2003. Mr. Pray is a registered civil engineer in the State of California, having received his registration in 2006. Mr. Pray took general civil engineering courses with an emphasis in hydraulics. After graduation he joined the firm of Carlson, Barbee and Gibson in San Ramon, CA, where he was involved with all aspects of residential and commercial land development. Mr. Pray designed grading plans and improvement plans, prepared parcel maps, conducted hydrology studies, performed pipeline design, prepared survey maps, and worked on a survey crew.

Mr. Pray has been with Dee Jaspar and Associates for sixteen years and currently participates in general civil engineering design work for this firm. He has prepared grading plans, domestic water supply permit applications in compliance with the drinking water source assessment program, prepared land development plans, pipeline plan and profile drawings, pumping plant plans and specifications, water well plans and specifications, water storage tank plans and specifications, wastewater treatment plant design, and performed construction staking and survey mapping.

REPRESENTATIVE EXPERIENCE AND PROJECTS

- City of Porterville – Sewer Annexation Project, Porterville, CA.
The project involved the design of a City sewer system for an approximate 180-acre area to be annexed into the City of Porterville. The sewer system design consisted of 8-inch and 6-inch sanitary sewer, utility locating, traffic control plans, manholes, cleanouts, lateral connections, pavement sawcutting and repair as well as permitting for City encroachment permits.
- Kern County Water Agency – CVC, Mohawk Street Box Culvert, Bakersfield, CA.
Performed daily inspection and construction management for the construction of a 250-foot long by 50-foot wide concrete box culvert for the Cross Valley Canal to cross beneath the Mohawk Extension Overpass. Work included rebar and concrete inspection and coordination with the contractor for testing, scheduling, and quality control.
- Tejon Ranch – I-5 Freeway Undercrossing Project, Lebec, CA.
This project involved the design of a potable water pipeline undercrossing of the I-5 Freeway and approximately 2,100-ft of 12" PVC pipeline extension to connect to the existing water system near the southwest corner of the Tejon Outlet Center. This included a 36" steel cased crossing with a 24" diameter carrier pipeline. DJA prepared the project plans, specifications, and an Engineer's estimate, obtained the right-of-entry permit from DWR and coordinated work with DWR, obtained the Caltrans Encroachment permit, and obtained the Cal OSHA soil classification.
- Tejon Ranch – East Wastewater Treatment Plant Improvement Project, Lebec, CA.
Performed the design and construction inspection for improvements to the existing East Wastewater Treatment Plant including coarse screening, raw water lift station, fine screening, equalization basin, recycled water pump station, SCADA programming, and other miscellaneous improvements.

Kristopher Wilcox, P.E.

Senior Engineer II

EDUCATION:

BS in Civil Engineering,
California Polytechnic
University, San Luis
Obispo, California,
California 2008

REGISTRATION:

RCE 77910

Qualifications Summary

Mr. Wilcox graduated from California Polytechnic University at San Luis Obispo in 2008 with a Bachelor of Science Degree in Civil Engineering.

Mr. Wilcox has been with Dee Jaspar & Associates, Inc. for eleven years and his duties include parcel map preparation, preparation of grading plans, water well design, pipeline design, booster pump station design, water storage tank design, water system hydraulic calculations, preparation of plans and specifications, and construction inspection.

Mr. Wilcox serves as a design engineer, project manager, and construction inspector on many of the projects that he has been involved with. He has extensive design experience as noted above and has managed and inspected projects from the conceptual design all the way through construction to start-up and testing.

REPRESENTATIVE EXPERIENCE AND PROJECTS

- City of McFarland – Browning Rd Well Facility, McFarland, CA. Performed design and construction inspection of a 2,000 gpm water well facility that included site development, equipping the well with a deep well pump and motor, discharge piping, chlorination, electrical and controls, back-up generator, and mainline extension with road crossing.
- Glennville Mutual Water Company – Water Supply & Distribution System Project, Glennville, CA. Performed design and construction inspection of a new water system for the Glennville Community that has been without a community water supply for nearly 15 years as a result of MTBE contamination. Project included the design of a new water supply well, storage tank, booster pump station, and approximately two miles of distribution system piping with fire hydrants, metered services, air release valves, and a pressure reducing station. Responsible for preparation of project plans, specifications, estimates, project permitting, and construction inspection.
- Golden Queen Gold Mining Company – Water Supply System Project, Mojave, CA. Performed the design and construction inspection of a new water supply system for the Soledad Mountain Mine. The design includes two water supply wells, raw water distribution system piping, point of entry Arsenic treatment, fire water distribution system piping, municipal, fire, and dust suppression water storage tanks, booster pump stations, and a transmission main connection to a back-up water supply from AVEK.

COST PROPOSAL

See the attached Cost Proposal and the DJA Rate Schedule for 2021.

DEE JASPAR & ASSOCIATES, INC.
Consulting Civil Engineers

2730 Unicorn Rd, Bldg A
BAKERSFIELD, CA 93308
(661)393-4796
FAX (661)393-4799



639 No. Main Street
PORTERVILLE, CA 93257
(559)781-0102
FAX (559)781-6840

March 15, 2021

Larry A. Ronk III, Acting Community Development Director
c/o City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

Subject: **Statement of Qualifications (SOQ)**
Urban Water Management Plan (UWMP) Study

Mr. Rock,

Thank you for the opportunity to propose on the above referenced project. Please see our attached itemized engineering cost proposal for the preparation of the Urban Water Management Plan. If you have any questions or need any additional information please give us a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Curtis M. Skaggs'.

Curtis M. Skaggs
Dee Jaspar & Associates, Inc.

City of McFarland																		
Urban Water Management Plan Study																		
Professional Engineering Services Proposal Budget																		
Scope of Work	Principal Engineer		Registered Engineer / Project Manager		Senior II Engineer		Staff Engineer I		Surveyor		Survey Crew		Draftsperson		Secretary		Other	
	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Total	
Task 1. Urban Water Management Plan Study																		
I. Meet with City Staff and review and obtain necessary information for plan preparation.	4	4	4	4													\$1,960	
II. Prepare and develop water system/service area description; current and future population estimates; current and future water demand estimates; and water system loss report.	24	8	4	4												\$100	\$6,636	
III. Prepare and develop water supply projections; potential supplemental supplies; potential future water well locations; recycled water supply; current and future groundwater supplies; water quality data; and supply and demand evaluation.	32	12	4	4												\$100	\$8,836	
IV. Prepare and develop historic, current, and projected water conservation and demand management measures; water shortage contingency plan; and per-capita water usage analysis.	40	12	4	4												\$100	\$10,420	
V. Prepare Draft and Final UWMP including presentation to public and submission to DWR.	40	20	8	8										8		\$100	\$12,820	
VI. Assist with the presentation of completed 2021 UWMP to public and City Council for public hearing and adoption and submission to DWR.	16	8	4	4										4		\$100	\$5,360	
Subtotal Task 6:																	\$46,032	
Total Hours Estimated:	156	64	28	28	0	0	0	0	0	0	0	0	0	12		\$500		
Total Engineering Estimate:	\$30,888	\$9,856	\$3,864	\$3,864	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$924		\$500	\$46,032	

DEE JASPAR & ASSOCIATES, INC.
Consulting Civil Engineers

2730 Unicorn Road, Building A
BAKERSFIELD, CA 93308
(661)393-4796
FAX (661)393-4799



639 No. Main Street, #B
PORTERVILLE, CA 93257
(559)791-9286
FAX (559)783-9275

Rate Schedule

Effective January 1, 2021

Engineering

Principal Engineer	\$ 198.00 Per Hour
Expert Witness Work – Principal Engineer	\$ 287.00 Per Hour
Senior Engineer I	\$ 154.00 Per Hour
Senior Engineer II	\$ 138.00 Per Hour
Staff Engineer I	\$ 121.50 Per Hour
Staff Engineer II	\$ 110.00 Per Hour
Design CADD Operator	\$ 99.50 Per Hour
CADD Operator	\$ 72.00 Per Hour

Surveying

Private Works

Surveyor	\$ 121.50 Per Hour
2 Man Survey Crew	\$ 182.00 Per Hour
3 Man Survey Crew	\$ 220.50 Per Hour

Public Works

Surveyor	\$ 143.50 Per Hour
2 Man Survey Crew	\$ 254.00 Per Hour
3 Man Survey Crew	\$ 330.00 Per Hour

Construction Inspection

Construction Inspector B Private Works	\$ 121.50 Per Hour
Construction Inspector B Public Works	\$ 154.00 Per Hour

Project Planning

Project Planner	\$ 121.50 Per Hour
Assistant Project Planner	\$ 91.00 Per Hour

Clerical

Executive Assistant I	\$ 77.00 Per Hour
Executive Assistant II	\$ 72.00 Per Hour

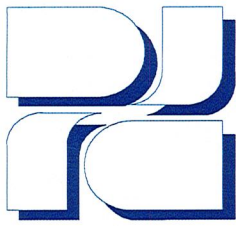
Additional Fees

Mileage	\$.55 Per Mile
Black & White Copies	\$.08 Per Copy
Color Copies	\$.15 Per Copy
Plotter Prints B & W	\$ 4.65 Per Print
Plotter Prints Color	\$ 6.75 Per Print
Fees/Permits	Cost + 10%
Subsistence	Cost + 10%
GPS (Global Positioning System, Surveying Equipment)	\$ 200.00 Per Day
GPS (Global Positioning System, Surveying Equipment)	\$ 100.00 Per ½ Day

- Overtime is paid at time and a half
- Mileage and subsistence will not exceed the County Rates and will not be marked up

ATTACHMENT “B”
Payment for Services, Project Schedule and Completion Date

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



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BUILDING A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

May 13, 2021

Larry A. Ronk III, Acting Community Development Director
c/o City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

Re: **Urban Water Management Plan (UWMP) Study**

Mr. Ronk,

Below is a timeline for each task of the proposed study with completion dates and an estimate of the cost. The start date for the work has been estimated as June 1, 2021.

<u>Task Description</u>	<u>Timeline</u>	<u>Completion Date</u>	<u>Cost</u>
<u>Task 1:</u> Review UWMP requirements, meeting with City Staff to discuss, and request necessary information for plan preparation	June 1 – June 15	June 15, 2021	\$1,960
Obtain requested information from City Staff.	June 15 – June 30	June 30, 2021	NA
<u>Task 2:</u> Prepare and develop water system/service area description, current and future population estimates, current and future water demand estimates, and water system loss report.	June 21 – July 9	July 9, 2021	\$6,636
<u>Task 3:</u> Prepare and develop water supply projections, potential supplemental supplies, potential future water well locations, recycled water supply, current and future groundwater supplies, water quality data, and supply & demand evaluation.	July 9 – July 23	July 23, 2021	\$8,836
<u>Task 4:</u> Prepare and develop historic, current, & projected water conservation and demand management measures, water shortage contingency plan, and per capita water usage analysis.	July 23 – Aug 6	Aug 6, 2021	\$10,420
<u>Task 5:</u> Prepare Draft UWMP for City review and comment. Deliverable – Draft UWMP.	Aug 6 – Aug 27	Aug 27, 2021	\$8,550
City Staff review and comment period.	Aug 27 – Sep 17	Sep 17, 2021	NA
Incorporate comments and prepare Final UWMP. Deliverable – Final UWMP.	Sep 17 – Oct 1	Oct 1, 2021	\$4,270

Task 6: Assist with the presentation of the completed 2021 UWMP to City Council.	Oct 1 – Oct 14	Oct 14, 2021	\$2,680
Assist with adoption and submission of UWMP to DWR. Project Completion.	Oct 14 – Oct 29	Oct 29, 2021	\$2,680

The project completion date is October 29, 2021 and the total budget amount is \$46,032.00.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curtis M. Skaggs".

Curtis M. Skaggs, PE

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Maria Lara, City Manager
Larry A Ronk III, Acting Community Development Director

DATE: May 27, 2021

SUBJECT: Report, Discuss, and Possible Approval to purchase a new Animal Control Vehicle in the amount of \$83,049.18.

SUMMARY:

The Animal Shelter needs to purchase a new animal control vehicle due to the lack of vehicles capable to run the Animal Shelter and the many maintenance trips to mechanic shop on the existing truck. The Existing Animal Control Truck is a 2014 F250 with mileage at 68,455 in town miles. This will allow for both Animal Control Officers to provide services and secure humane treatment to all animals throughout the City. It will also provide the necessary vehicle needed to provide services if the existing vehicle were become out of commission. The vehicle will be purchased through a fleet contract with Ford.

Cost of Vehicle: \$83,049.18 (See Attached Quote)

RECOMMENDATION:

Staff recommends the City Council to approve the purchase of a new Animal Control Vehicle using funds from the General Fund that will be accounted for in the American Rescue Plan Act Allocation for the City of McFarland.

FISCAL IMPACT: AMERICAN RESCUE PLAN ACT FUNDING/GENERAL FUND

ATTACHMENTS:

- QUOTE FROM FORD
- PHOTO OF 2022 F350 SUPERCAB ANIMAL CONTROL TRUCK

Quote

Jim Burke Ford

2001 Oak Street
Bakersfield, Ca. 93301
661-328-3700

DATE May 6, 2021
Quotation # 1

To:
CITY OF MCFARLAND
401 W KERN AVE
MCFARLAND CA 93250

Prepared by: Dan Smith

2022 F350 SUPERCAB ANIMAL CONTROL TRUCK

Description	AMOUNT
2022 F350 SUPERCAB ANIMAL CONTROL TRUCK	\$ 35,144.00
8' DIAMOND ANIMAL TRANSPORT BODY. MODEL #A-AB-8AC-98 (description attached)	42,170.00
	-
Vehicle Price	77,314.00
Doc fee	85.00
Sales Tax 7.25%	5,611.43
FILING FEE	30.00
LICENSE EXEMPT	-
Tire Fee	8.75
TOTAL	\$ 83,049.18

THANK YOU FOR YOUR BUSINESS!

CNGP530

VEHICLE ORDER CONFIRMATION

05/06/21 14:47:06

==>

Dealer: F71439

2022 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: J1 Ord FIN: KX325 Order Type: 5B Price Level: 220

Ord PEP: 610A Cust/Flt Name: CITYOFMCFARLA PO Number:

RETAIL

RETAIL

X3A	F350 4X2 S/C	\$38755	JOB #1 BUILD	
	164" WHEELBASE		FLEET SPCL ADJ	NC
Z1	OXFORD WHITE		FRT LICENSE BKT	NC
A	VNYL 40/20/40		10400# GVWR PKG	
S	MEDIUM EARTH GR		425 50 STATE EMISS	NC
610A	PREF EQUIP PKG		512 SPARE TIRE/WHL2	295
	.XL TRIM		52B BRAKE CONTROLLR	270
572	.DUAL ZONE EATC	NC		
	.AMFM/MP3/CLK		TOTAL BASE AND OPTIONS	41955
996	.6.2L EFI V8 ENG	NC	TOTAL	41955
44G	10-SPD AUTOMATC	NC	*THIS IS NOT AN INVOICE*	
TD8	.LT245 BSW AS 17		*TOTAL PRICE EXCLUDES COMP PR	
X37	3.73 REG AXLE	NC		
90L	PWR EQUIP GROUP	915	* MORE ORDER INFO NEXT PAGE *	
66D	PU BOX DELETE	(625)	F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QD05471

CNGP530

VEHICLE ORDER CONFIRMATION

05/06/21 14:47:17

==>

Dealer: F71439

2022 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: J1 Ord FIN: KX325 Order Type: 5B Price Level: 220

Ord PEP: 610A Cust/Flt Name: CITYOFMCFARLA PO Number:

RETAIL

RETAIL

525 CRUISE CONTROL \$235

*TOTAL PRICE EXCLUDES COMP PR

TELE TT MIR-PWR
JACK

794 PRICE CONCESSN

REMARKS TRAILER

872 RR CAM & PREP K 415

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 41955

TOTAL 41955

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F5=Add to Library

F9=View Trailers

S005 - INQUIRY IS COMPLETE.

QD05471



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.

Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
5/4/2021	20455

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS JIM BURKE FORD 2001 OAK ST. BAKERSFIELD, CA 93301		Ship To	
Customer Contact	DAN SMITH	Customer Phone	661-328-3670

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	6/4/2021	JC			WHITE.

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
502	2021 PRICING. CITY OF MC FARLAND 2022 FORD F-250 OR F-350 8' FOOT DIAMOND ANIMAL TRANSPORT BODY. MODEL#A-AB-8AC-98. PAINTED WHITE AND INSTALLED TO MOUNT ON 2020 FORD F-250. 56" CA. SRW. PRICE INCLUDES THE FOLLOWING --100% ALUMINUM CONSTRUCTION. --[8] FIVE LIVE ANIMAL CAGE COMPARTMENTS --[1] ONE UPPER REAR STORAGE COMPARTMENT --[1] ONE LOWER REAR DEAD ANIMAL COMPARTMENT --OUTWARD SLOPING FLOORS --GAS SHOCKS ON VERTICAL CAGE DOORS. --FRONT SWINGING CAGE PARTITION / SOLID W/ HOLES --FRONT ALUMINUM LOADING RAMP. ACCESS [BOTH SIDES] --STAINLESS STEEL INNER CAGE DOORS --SLAM ACTION LATCH ON INNER CAGE DOORS. --DOUBLE SPRING DOOR HOLDERS. LIVE COMPS. --[2] 12VOLT ROOF MOUNTED EXHAUST FANS --L.E.D. COMPARTMENT LIGHTING W/ SWITCH IN CAB --6" REAR STEP BUMPER WITH LIGHTS. NOTE: NO INNER CAGE DOORS ON SMALL UPPER LIVE ANIMAL COMPARTMENTS.	1		
504	WEIGHT CERTIFICATE.	1		

Quoted by John Cooper.

SUBTOTAL

SALES TAX (0.00)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
5/4/2021	20455

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
JIM BURKE FORD 2001 OAK ST. BAKERSFIELD, CA 93301			
Customer Contact	DAN SMITH	Customer Phone	661-328-3670

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	6/4/2021	JC			WHITE.

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	OPTIONAL ITEMS NOT IN PRICE ABOVE			
504	--CODE 3 NARROW STICK NASLT84735. MOUNTED TO ROOF OF ANIMAL BODY FACING TO THE REAR. CONTROLS MOUNTED IN CAB NEAR DRIVER.	1		
504	--CODE 3 DEFENDER AMBER LIGHT BAR [C128094-MODIFIED] LIGHT BAR. FRONT AND SIDE AMBER LIGHT HEADS. . MOUNT TO ROOF OF CAB.	1		
504	--SPRAY ON BED LINER IN ALL LIVE ANIMAL COMPARTMENTS ONLY. [FLOORS AND 2" UP SIDES.] NO LINER IN DEAD OR STORAGE COMP.	1		
504	--RED DOT ROOF MOUNTED A/C . SECOND UNDERHOOD COMPRESSOR INCLUDED. SWITCH IN CAB NEAR DRIVER. ** ONE YEAR FACTORY WARRANTEE.	1		
504	ACCESS TO DEAD ANIMAL COMPARTMENT. [BOTH SIDES]	1		
508	RELOCATE FACTORY FORD BACK UP CAMERA.	1		
504	--7-WAY TRAILER PLUG SOCKET.[11-609] [RV]	1		
504	--100% ALUMINUM BODY CONSTRUCTION.	1		
830	--TRANSPORTATION TO BAKERSFIELD	1		
	OPTIONAL ==**3YR RED DOT EXTENDED WARRANTEE \$2400 [NOT IN PRICE ABOVE]			

Quoted by John Cooper.

SUBTOTAL

SALES TAX (0.00)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
5/4/2021	20455

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
JIM BURKE FORD 2001 OAK ST. BAKERSFIELD, CA 93301			
Customer Contact	DAN SMITH	Customer Phone	661-328-3670

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	6/4/2021	JC			WHITE.

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
000	NOTE: DIAMOND TRUCK BODY TO LEAVE A 5' FOOT WIRE LEAD OFF OF DASH FOR ALL SWITCH WIRING. WIRE LEAD IS PRESENT FOR INSTALLATION IN CITY INSTALLED CENTER CONSOLE. QUOTED BY JOHN COOPER. PLEASE ALLOW 280 + DAYS TO COMPLETE. SUBJECT TO CHANGE. - ***Disclaimers*** Please verify specs. Upon acceptance of this bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This contract is void 30 days from date, unless a copy is signed and returned to Diamond Truck Body Mfg. Inc. Please note there are no returns on special order, non-stocked parts. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all returns. [By signing this quotation, the customer accepts the above listed job as quoted]. **** Quote is subject to change upon receipt and inspection of customer supplied chassis, additional revisions may be deemed necessary. At which point you will be notified with a revised quote. *** Diamond Truck Body Mfg. Inc. is not responsible for flashing or modification of any chassis modules due to the installation of the Diamond Body. (Including but not limited to camera installation, erratic turn signal operation, dash error codes, etc.)			

Quoted by John Cooper.

SUBTOTAL

SALES TAX (0.00)

TOTAL

AUTHORIZATION _____

SIGNATURE _____







MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Maria Lara, City Manager
Larry Ronk, Acting Community Development Director

DATE: May 27, 2021

SUBJECT: Highway Safety Improvement Program (HSIP) Cycle 10

SUMMARY: On March 26, 2021, the State of California Department of Transportation awarded City of McFarland \$249,900 to upgrade uncontrolled crosswalk and the intersection of W. Perkins Avenue and 3rd Place, E. Perkins Avenue and San Lucas Street, E. Perkins Avenue and San Pedro Street, E. Sherwood Avenue and Browning Road, and W. Kern Avenue and 4th Street.

As part of the agreement requirements, City must submit a resolution identifying the official authorized to execute the agreement on behalf of the City.

RECOMMENDATION:

City Council to identify the City Manager has the official authorized to execute the agreement with State of California Department of Transportation by adopting resolution titled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ADMINISTERING AGENCY-FEDERAL MASTER AGREEMENT AND THE FINANCE LETTER FOR HSIPL-5343 (018) UPGRADE UNCONTROLLED CROSSWALK AND THE INTERSECTION OF W. PERKINS AVENUE AND 3RD PLACE, E PERKINS AVENUE AND SAN LUCAS, E PERKINS AVENUE AND SAN PEDRO STREET, E SHERWOOD AVENUE AND BROWNING ROAD, AND W KERN AVENUE AND 4TH STREET AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN**”

FISCAL IMPACT:

No match required, No fiscal impact.

ATTACHMENTS:

1. Resolution
2. PSA Agreement
3. State Master Agreement

RESOLUTION NO. 2021-0033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ADMINISTERING AGENCY-FEDERAL MASTER AGREEMENT AND THE FINANCE LETTER FOR HSIPL-5343 (018) UPGRADE UNCONTROLLED CROSSWALK AND THE INTERSECTION OF W. PERKINS AVENUE AND 3RD PLACE, E PERKINS AVENUE AND SAN LUCAS, E PERKINS AVENUE AND SAN PEDRO STREET, E SHERWOOD AVENUE AND BROWINING ROAD, AND W KERN AVENUE AND 4TH STREET AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN

WHEREAS, the City of McFarland has received funding from the California Department of Transportation for a Highway Safety Improvement Program HSIPL-5343 (018); and

WHEREAS, Highway Safety Improvement Program HSIPL-5343 (018) is a project (the "City Project") to upgrade uncontrolled crosswalk and the intersection of W. Perkins Avenue and 3rd Place, E. Perkins Avenue and San Lucas Street, E. Perkins Avenue and San Pedro Street, E. Sherwood Avenue and Browining Road, and W. Kern Avenue and 4th Street and

WHEREAS, prior to any design or construction work beginning on the City Project, the City of McFarland must approve and sign the Administering Agency-Federal Master Agreement and the Finance letter (the "Funding Documents"); and

WHEREAS, the City Council of the City of McFarland wishes to approve the Funding Documents and authorize the City Manager as the City representative to sign the Funding Documents.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of McFarland as follows:

1. That the foregoing recitals and findings are true and correct.
2. That the Administering Agency-Federal Master Agreement and the Finance Letter for HSIPL-5343(018) are hereby approved and the City Manager is hereby authorized to execute same.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of the City of McFarland at a meeting held on May, 27, 2021, moved by_____, duly adopted and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sally Gonzalez, Mayor
City of McFarland, California

Francisca Alvarado
City Clerk

PROGRAM SUPPLEMENT NO. 000000W47
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 06-5343S21

Adv Project ID **Date:** April 27, 2021
0621000143 **Location:** 06-KER-0-MCF
 Project Number: HSIPSL-5343(018)
 E.A. Number:
 Locode: 5343

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 06-5343S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ 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 encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Uncontrolled crosswalks at intersections of W Perkins Ave/3rd Pl, E Perkins Ave/San Lucas St, E Perkins Ave/San Pedro St, E Sherwood Ave/Browning Rd, and W Kern Ave/4th St.

TYPE OF WORK: Install warning signs and marking, curb ramps and safety features.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$44,700.00		\$44,700.00	\$0.00	\$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

Risa Jone

Date

5/4/21

\$44,700.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after 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 of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of

SPECIAL COVENANTS OR REMARKS

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 LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

06	City of Mcfarland
-----	-----
District	Administering Agency

Agreement No. 06-5343S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Mcfarland, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable 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.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. 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 to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR 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.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. 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.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. 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 paragraph three (3) of Article V.
2. 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 sent to or paid by STATE.
3. 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 and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

City of Mcfarland

By _____

City of Mcfarland
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

FROM: Maria Lara, City Manager

DATE: May 4, 2021

SUBJECT: Report, Discussion, And Possible Approval of ***Resolution No. 2021-0034 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AMENDING THE CITY'S PROCEDURES FOR PUBLIC COMMENT DURING CITY COUNCIL MEETINGS***

BACKGROUND:

Per Councilmember Saul Ayon request, discussion to making changes to the Public Comment Section of the Agenda. Councilmember Ayon recommendation is for council to discuss modifying the agenda language, so that any resident or individual making a public comment must be present for any item during the council meetings.

Currently, the Public Comment Section of the Agenda language is the following:

If you have a comment, a statement or question, please submit these in writing to the City Clerk by mail at 401 W. Kern Ave, McFarland, CA 93250, or email at falvarado@mcfarlandcity.org. Such comments must be identified by adding the Agenda Item Number in the subject line of the email. Please include your name and address for the record. In the subject line, please provide "Public Comment Item #" (insert the item number relevant to your comment) or "Public Comment Non-Agenda Item". All public comments will be read into the record or compiled as part of the record.

To address Mr. Ayon's concern, per city attorney's recommendation the City could adopt agenda language for a public comment as follows:

"The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda.

There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the City, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to

the podium when the item number and subject matter are announced, and the Mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City's business without them present."

RECOMMENDATION: Staff recommends the City Council to discuss and give direction to the City manager and/or city attorney to prepare a resolution that modifies the language to be used on future Agendas.

FISCAL IMPACT:

Staff time and legal fees to draft resolution to adopt the changes.

ATTACHMENTS:

Resolution No. 2021-0034

RESOLUTION NO. 2021- 0034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AMENDING THE CITY'S PROCEDURES FOR PUBLIC COMMENT DURING CITY COUNCIL MEETINGS

WHEREAS, at every regular meeting, the City must provide an opportunity for members of the public to address it on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body. (Gov. Code §54954.3(a).)

WHEREAS, under the Brown Act the only exception is if the agenda item at a regular meeting has already been considered by a committee composed exclusively of members of the City at a public meeting where interested members of the public were allowed to address the committee on the item, before or during the committee's consideration of the item, unless the item has substantially changed since the committee heard the item. (Gov. Code §54954.3(a));

WHEREAS, at every special meeting, the City must provide an opportunity for members of the public to address it before the body takes action on an item. (Gov. Code §54954.3(a).)

WHEREAS, the City may adopt reasonable regulations to ensure that the intent of permitting public comment is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public comment on particular issues and for each individual speaker. Gov. Code §§ 54954.3(b)

WHEREAS, if the City limits the time for public comment, under the Brown Act, the City shall allow a speaker using a translator at least twice the allotted time for individual speakers to ensure that non-English speakers receive the same opportunity to directly address the legislative body, unless the City utilizes simultaneous translation equipment in a manner that allows the City Council to hear the translated public testimony simultaneously. (Gov. Code §54954.3(b)(2) and (3).)

WHEREAS, the City Council has deemed it appropriate to require members seeking to make public comment at City Council Meetings, City Commission Meetings and City Board Meetings to make such comment in person and before the Council at the time of the meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCFARLAND as follows:

1. SECTION 1. That the foregoing findings and recitals are true and correct.
2. SECTION 2. That the City Council hereby amends the City's procedures for Public Comment as follows:

“The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. Such comments shall be made in person and before the City during the meeting as prescribed below.

There is a time limitation of two minutes per person. However, the City shall allow a speaker using a translator four minutes to ensure that non-English speakers receive the same opportunity to directly address the City.

For any item that is not on the agenda and within the jurisdiction or interest of the City, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the Mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff and the media.

Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present."

3. SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the ____ day of May, 2021 by the following vote:

	AYE	NO	ABSENT	ABSTAIN
Sally Gonzalez				
Maria T. Perez				
Eric Rodriguez				
Saul Ayon				
Ricardo Cano				

Sally Gonzalez, Mayor

ATTEST

Francisca Alvarado, City Clerk

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and Council Members

FROM: Maria Lara, City Manager
Larry Ronk, Acting Community Director

DATE: May 27, 2021

SUBJECT: State of Good Repair (SGR) Program- McFarland FY 2021-22 Estimates

SUMMARY:

California Department of Transportation is administrating SB1- State Good Repair (SGR) Program funds, which are made available for capital projects that maintain the public transit system in a state of good repair. The SGR Program is one of two programs that allocate SB 1 funds to transit agencies through the State Transit Assistance Formula. Funds allocated to public transit operator are based on the local needs. The goal of the SGR Program is to provide funding for capital assistance to rehabilitate and modernize California's existing local transit systems.

City of McFarland is proposing to utilize the SGR FY 2020-21 estimated amount of **\$21,397.00** to build a ***Transit Facility*** on E. Industrial Street. However, prior to receiving an apportionment of SGR funds in a given fiscal year, a potential recipient agency must submit the following documents to the Department of Transportation prior to receiving their first allocation:

- Board Resolution
- Project list

All regional entities and transit operators who expect to receive SGR funds are required to submit these forms.

RECOMMENDATION:

City Council to adopt resolution titled, "RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE PROJECT LIST FOR FY 2020-21 FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM". This will authorize City Manager and or Mayor as the official authorized to execute for and on behalf of the City any actions necessary for the purpose of obtaining financial assistance provided.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution
2. SGR Allocation

RESOLUTION NO. 2021- 0035
RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE PROJECT LIST
FOR FY 2021-22 FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the City of McFarland is an eligible project sponsor and may receive funding from the State Good Repair for eligible transit capital projects;

WHEREAS, the City of McFarland concurs with and approves the attached project list for the State of Good Repair Program funds; and

WHEREAS, the City of McFarland wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager and or Mayor;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of McFarland hereby approves the SB1 State of Good Repair Project List for FY 2021-22; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and or Mayor is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements.

PASSED AND ADOPTED by the City Council of the City of McFarland at a regular meeting on May 27, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sally Gonzalez, Mayor of the
City of McFarland

ATTEST:

Francisca Alvarado, City Clerk of the City of McFarland, California



VIII. TTAC

May 5, 2021

TO: TRANSPORTATION TECHNICAL ADVISORY COMMITTEE

FROM: Ahron Hakimi,
Executive Director

By: Robert M. Snoddy,
Regional Planner

SUBJECT: TTAC AGENDA ITEM: VIII.
KERN COG SENATE BILL NO. 1 TRANSIT – CALTRANS STATE OF
GOOD REPAIR ESTIMATED FY 2021-22 ANNUAL APPORTIONMENT

DESCRIPTION:

Caltrans State of Good Repair (SGR) Program allocates annual funds from Senate Bill No.1 legislation to the Kern region.

DISCUSSION:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair (SGR) Program. This program receives funding of approximately \$105 million annually. SGR funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for SGR funding, potential agencies must comply with various reporting requirements. The SGR Guidelines will describe the general policies and procedures in carrying out the reporting requirements and other statutory objectives of the Road Repair and Accountability Act of 2017.

Kern COG staff is publishing Caltrans' SGR FY 2021-21 estimated annual apportionment initiated by Caltrans State of Good Repair (SGR) Program staff totaling \$1,438,351. **Caltrans will post the FY 2021-22 Kern region member agency's project document on the CalSMART website by mid or late July 2021. FY 2021 SGR projects are due to Caltrans on the CalSMART website no later than September 1, 2021.**

Kern COG staff has prepared a regional **SGR** Kern regional apportionment schedule (See below) to ensure this year's **SGR** projects are funded.

Agency	99313	99314	50 percent	Total Apportionment
Arvin	\$32,048	\$641	\$0	\$32,689
California City	\$20,936	\$266	\$0	\$21,202
Delano	\$78,405	\$2,882	\$0	\$81,287
GET	\$580,668	\$60,663	\$0	\$641,331
Kern Transit	\$473,544	\$12,321	\$0	\$485,865
McFarland	\$21,272	\$125	\$0	\$21,397
Ridgecrest	\$43,392	\$1,642	\$0	\$45,034
Shafter	\$30,221	\$594	\$0	\$30,815
Taft	\$12,833	\$3,714	\$0	\$16,547
Tehachapi	\$18,862	\$291	\$0	\$19,153
Wasco	\$42,703	\$328	\$0	\$43,031
Region Total	\$1,354,884	\$83,467	\$0	\$1,438,351

Caltrans requires Kern COG to submit a Kern COG Board adopted a resolution that supports the Kern region SGR projects. Caltrans SGR eligible applicants are required to complete an SGR Project Submittal List from Caltrans's "CalSMART" online reporting tool (<https://calsmart.dot.ca.gov>). Please contact Bob Snoddy at 661-635-2916 or e-mail bsnoddy@kerncog.org for any questions or additional information.

Action:

Information

Attachment: State Controller's Office Kern region SGR Kern regional apportionment schedule for FY 2021-22



BETTY T. YEE
California State Controller

January 28, 2021

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2021-22 State of Good Repair Program Allocation Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office (SCO) pursuant to PUC section 99243.

According to the FY 2021-22 proposed California Budget, the estimated amount of SGR program funds budgeted is \$117,489,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first quarter's allocation to eligible agencies will be paid by November 30, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the DOT website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM
ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 28, 2021

Regional Entity	Estimated Available 2021-22 Amount Based on PUC 99313 Allocation	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation	Total Estimated Available 2021-22 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 11,503,725.00	\$ 31,477,988.00	\$ 42,981,713.00
Sacramento Area Council of Governments	2,889,328.00	1,018,082.00	3,907,410.00
San Diego Association of Governments	1,429,959.00	349,924.00	1,779,883.00
San Diego Metropolitan Transit System	3,506,932.00	1,440,702.00	4,947,634.00
Tahoe Regional Planning Agency	158,662.00	9,283.00	167,945.00
Alpine County Transportation Commission	1,687.00	132.00	1,819.00
Amador County Transportation Commission	55,633.00	2,105.00	57,738.00
Butte County Association of Governments	310,522.00	16,747.00	327,269.00
Calaveras County Local Transportation Commission	66,482.00	819.00	67,301.00
Colusa County Local Transportation Commission	32,341.00	1,453.00	33,794.00
Del Norte County Local Transportation Commission	40,309.00	2,109.00	42,418.00
El Dorado County Local Transportation Commission	255,622.00	17,845.00	273,467.00
Fresno County Council of Governments	1,511,119.00	274,689.00	1,785,808.00
Glenn County Local Transportation Commission	43,413.00	1,228.00	44,641.00
Humboldt County Association of Governments	196,837.00	33,789.00	230,626.00
Imperial County Transportation Commission	278,753.00	25,608.00	304,361.00
Inyo County Local Transportation Commission	27,442.00	0.00	27,442.00
Kern Council of Governments	1,354,884.00	83,467.00	1,438,351.00
Kings County Association of Governments	226,822.00	9,132.00	235,954.00
Lake County/City Council of Governments	94,563.00	5,144.00	99,707.00
Lassen County Local Transportation Commission	42,576.00	1,927.00	44,503.00
Los Angeles County Metropolitan Transportation Authority	15,021,664.00	19,459,001.00	34,480,665.00
Madera County Local Transportation Commission	233,524.00	7,854.00	241,378.00
Mariposa County Local Transportation Commission	26,679.00	753.00	27,432.00
Mendocino Council of Governments	129,864.00	9,876.00	139,740.00
Merced County Association of Governments	418,655.00	20,461.00	439,116.00
Modoc County Local Transportation Commission	14,132.00	1,110.00	15,242.00
Mono County Local Transportation Commission	19,882.00	29,125.00	49,007.00
Transportation Agency for Monterey County	651,404.00	202,511.00	853,915.00
Nevada County Local Transportation Commission	144,878.00	7,138.00	152,016.00
Orange County Transportation Authority	4,716,840.00	1,699,424.00	6,416,264.00
Placer County Transportation Planning Agency	467,171.00	68,143.00	535,314.00
Plumas County Local Transportation Commission	26,963.00	4,404.00	31,367.00
Riverside County Transportation Commission	3,606,374.00	597,994.00	4,204,368.00
Council of San Benito County Governments	92,072.00	1,561.00	93,633.00
San Bernardino County Transportation Authority	3,219,842.00	693,511.00	3,913,353.00
San Joaquin Council of Governments	1,142,367.00	266,140.00	1,408,507.00
San Luis Obispo Area Council of Governments	409,408.00	28,929.00	438,337.00
Santa Barbara County Association of Governments	667,200.00	168,359.00	835,559.00
Santa Cruz County Transportation Commission	400,510.00	359,756.00	760,266.00
Shasta Regional Transportation Agency	262,906.00	14,003.00	276,909.00
Sierra County Local Transportation Commission	4,728.00	183.00	4,911.00
Siskiyou County Local Transportation Commission	65,652.00	2,798.00	68,450.00
Stanislaus Council of Governments	823,529.00	46,798.00	870,327.00
Tehama County Transportation Commission	96,171.00	2,007.00	98,178.00
Trinity County Transportation Commission	20,006.00	786.00	20,792.00
Tulare County Association of Governments	708,747.00	75,370.00	784,117.00
Tuolumne County Transportation Council	81,092.00	2,096.00	83,188.00
Ventura County Transportation Commission	1,244,629.00	202,236.00	1,446,865.00
State Totals	\$ 58,744,500.00	\$ 58,744,500.00	\$ 117,489,000.00

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	\$ NA	\$ 45,946.00
Santa Clara Valley Transportation Authority	NA	26,508.00
San Joaquin Regional Rail Commission	NA	148,441.00
Regional Entity Totals	0	220,895.00
	0	(220,895.00)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	20,959,774.00
Central Contra Costa Transit Authority	12,684,408	130,808.00
City of Dixon	123,850	1,277.00
Eastern Contra Costa Transit Authority	6,132,724	63,244.00
City of Fairfield	2,250,751	23,211.00
Golden Gate Bridge Highway and Transportation District	138,827,667	1,431,657.00
Livermore-Amador Valley Transit Authority	6,084,421	62,746.00
Marin County Transit District	23,726,064	244,675.00
Napa County Transportation and Planning Agency	1,722,522	17,763.00
Peninsula Corridor Joint Powers Board	144,681,126	1,492,021.00
City of Petaluma	739,065	7,622.00
City of Rio Vista	39,373	406.00
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	406,849.00
San Mateo County Transit District	145,105,738	1,496,400.00
Santa Clara Valley Transportation Authority	439,800,215	4,535,433.00
City of Santa Rosa	2,483,478	25,611.00
Solano County Transit	5,290,076	54,554.00
County of Sonoma	3,459,517	35,676.00
Sonoma-Marin Area Rail Transit District	29,993,581	309,308.00
City of Union City	1,879,467	19,382.00
City of Vacaville	402,817	4,154.00
Western Contra Costa Transit Authority	8,044,931	82,963.00
Regional Entity Subtotals	3,045,389,776	31,405,534.00
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	45,946.00
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	26,508.00
Regional Entity Totals	3,045,389,776	31,477,988.00
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	30,501.00
City of Elk Grove	2,129,534	21,961.00
City of Folsom	335,031	3,455.00
County of Sacramento	1,189,071	12,262.00
Sacramento Regional Transit System	86,078,696	887,685.00
Yolo County Transportation District	4,689,895	48,364.00
Yuba Sutter Transit Authority	1,343,449	13,854.00
Regional Entity Totals	98,723,306	1,018,082.00

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
San Diego Association of Governments North County Transit District	33,932,036	349,924.00
San Diego Metropolitan Transit System San Diego Metropolitan Transit System San Diego Transit Corporation San Diego Trolley, Inc. Regional Entity Totals	33,958,141 62,951,421 42,794,978 139,704,540	350,193.00 649,186.00 441,323.00 1,440,702.00
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority Orange County Transportation Authority Riverside County Transportation Commission San Bernardino County Transportation Authority Ventura County Transportation Commission Regional Entity Totals	NA NA NA NA NA 0 0	1,224,268.00 537,633.00 273,579.00 276,266.00 130,928.00 2,442,674.00 (2,442,674.00)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	9,283.00
Alpine County Transportation Commission County of Alpine	12,816	132.00
Amador County Transportation Commission Amador Regional Transit System	204,076	2,105.00
Butte County Association of Governments Butte Regional Transit City of Gridley - Specialized Service Regional Entity Totals	1,601,714 22,232 1,623,946	16,518.00 229.00 16,747.00
Calaveras County Local Transportation Commission County of Calaveras	79,417	819.00
Colusa County Local Transportation Commission County of Colusa	140,877	1,453.00
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	2,109.00
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	17,845.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	18,256.00
City of Fresno	22,991,076	237,095.00
Fresno County Rural Transit Agency	1,875,194	19,338.00
Regional Entity Totals	26,636,598	274,689.00
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,228.00
Humboldt County Association of Governments		
City of Arcata	213,054	2,197.00
City of Blue Lake	0	0.00
Humboldt Transit Authority	3,063,481	31,592.00
Regional Entity Totals	3,276,535	33,789.00
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	25,390.00
Quechan Indian Tribe	21,107	218.00
Regional Entity Totals	2,483,135	25,608.00
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	641.00
City of California City	25,760	266.00
City of Delano	279,451	2,882.00
Golden Empire Transit District	5,882,508	60,663.00
County of Kern	1,194,767	12,321.00
City of McFarland	12,106	125.00
City of Ridgecrest	159,250	1,642.00
City of Shafter	57,568	594.00
City of Taft	360,169	3,714.00
City of Tehachapi	28,252	291.00
City of Wasco	31,839	328.00
Regional Entity Totals	8,093,822	83,467.00
Kings County Association of Governments		
City of Corcoran	122,620	1,265.00
Kings County Area Public Transit Agency	762,823	7,867.00
Regional Entity Totals	885,443	9,132.00
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,144.00
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	1,927.00

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	209,621.00
City of Arcadia	1,607,131	16,574.00
City of Burbank	3,769,842	38,876.00
City of Claremont	456,234	4,705.00
City of Commerce	4,235,696	43,681.00
City of Culver City	15,278,536	157,560.00
Foothill Transit Zone	67,815,955	699,351.00
City of Gardena	13,772,242	142,026.00
City of Glendale	8,225,171	84,822.00
City of La Mirada	874,670	9,020.00
Long Beach Public Transportation Company	60,542,189	624,341.00
City of Los Angeles	98,801,791	1,018,892.00
County of Los Angeles	6,316,927	65,143.00
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	13,739,050.00
City of Montebello	20,096,742	207,247.00
City of Norwalk	9,188,277	94,754.00
City of Pasadena	7,704,457	79,452.00
City of Redondo Beach	2,905,619	29,964.00
City of Santa Clarita	26,010,198	268,230.00
City of Santa Monica	47,544,183	490,299.00
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	211,125.00
Regional Entity Subtotals	2,005,084,609	18,234,733.00
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRRA***	NA	1,224,268.00
Regional Entity Totals	2,005,084,609	19,459,001.00
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,409.00
City of Madera	169,785	1,751.00
County of Madera	67,286	694.00
Regional Entity Totals	761,547	7,854.00
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	753.00
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	9,876.00
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	10,572.00
Yosemite Area Regional Transportation System (YARTS)	958,913	9,889.00
Regional Entity Totals	1,984,038	20,461.00
Modoc County Local Transportation Commission		
Modoc Transportation Agency - Specialized Service	107,653	1,110.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	29,125.00
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	202,511.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	3,806.00
City of Truckee	323,083	3,332.00
Regional Entity Totals	692,160	7,138.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	19,700.00
Orange County Transportation Authority	110,748,483	1,142,091.00
Regional Entity Subtotals	112,658,754	1,161,791.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	537,633.00
Regional Entity Totals	112,658,754	1,699,424.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	225.00
County of Placer	5,410,141	55,792.00
City of Roseville	1,175,827	12,126.00
Regional Entity Totals	6,607,798	68,143.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,577.00
County Service Area 12 - Specialized Service	80,198	827.00
Regional Entity Totals	427,027	4,404.00
Riverside County Transportation Commission		
City of Banning	208,349	2,149.00
City of Beaumont	318,557	3,285.00
City of Corona	426,555	4,399.00
Palo Verde Valley Transit Agency	175,762	1,813.00
City of Riverside - Specialized Service	493,635	5,091.00
Riverside Transit Agency	18,329,390	189,022.00
Sunline Transit Agency	11,506,078	118,656.00
Regional Entity Subtotals	31,458,326	324,415.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	273,579.00
Regional Entity Totals	31,458,326	597,994.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,561.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	10,599.00
Mountain Area Regional Transit Authority	564,732	5,824.00
City of Needles	58,190	600.00
Omnitrans	34,279,207	353,504.00
Victor Valley Transit Authority	4,530,204	46,718.00
Regional Entity Subtotals	40,460,120	417,245.00
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	276,266.00
Regional Entity Totals	40,460,120	693,511.00
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	535.00
City of Lodi	887,825	9,156.00
City of Manteca	77,826	803.00
City of Ripon	44,345	457.00
San Joaquin Regional Transit District	10,156,807	104,742.00
City of Tracy	194,489	2,006.00
Regional Entity Subtotals	32,833,335	117,699.00
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	148,441.00
Regional Entity Totals	32,833,335	266,140.00
San Luis Obispo Area Council of Governments		
City of Arroyo Grande - Specialized Service	0	0.00
City of Atascadero	37,783	390.00
City of Morro Bay	42,401	437.00
City of Pismo Beach - Specialized Service	0	0.00
City of San Luis Obispo Transit	821,105	8,468.00
San Luis Obispo Regional Transit Authority	1,673,045	17,253.00
South County Area Transit	230,837	2,381.00
Regional Entity Totals	2,805,171	28,929.00
Santa Barbara County Association of Governments		
City of Guadalupe	69,525	717.00
City of Lompoc	136,501	1,408.00
County of Santa Barbara	0	0.00
Santa Barbara County Association of Governments (SBCAG)	1,620,453	16,711.00
Santa Barbara Metropolitan Transit District	13,488,703	139,102.00
City of Santa Maria	906,214	9,345.00
City of Solvang	104,313	1,076.00
Regional Entity Totals	16,325,709	168,359.00
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	359,756.00

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	14,003.00
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	183.00
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	2,798.00
Stanislaus Council of Governments City of Ceres	70,776	730.00
City of Modesto	3,366,714	34,719.00
County of Stanislaus	806,855	8,321.00
City of Turlock	293,666	3,028.00
Regional Entity Totals	4,538,011	46,798.00
Tehama County Transportation Commission County of Tehama	194,589	2,007.00
Trinity County Transportation Commission County of Trinity	76,212	786.00
Tulare County Association of Governments City of Dinuba	276,368	2,850.00
City of Porterville	846,792	8,733.00
City of Tulare	589,094	6,075.00
County of Tulare	1,191,032	12,283.00
City of Visalia	4,391,535	45,288.00
City of Woodlake	13,667	141.00
Regional Entity Totals	7,308,488	75,370.00
Tuolumne County Transportation Council County of Tuolumne	203,234	2,096.00
Ventura County Transportation Commission City of Camarillo	751,079	7,745.00
Gold Coast Transit District	4,272,461	44,060.00
City of Moorpark	299,991	3,094.00
City of Simi Valley	1,167,392	12,039.00
City of Thousand Oaks	423,749	4,370.00
Regional Entity Subtotals	6,914,672	71,308.00
Ventura County Transportation Commission - Corresponding to SCRRRA***	NA	130,928.00
Regional Entity Totals	6,914,672	202,236.00
STATE TOTALS	\$ 5,696,443,829	\$ 58,744,500.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and Council Members

FROM: Larry A Ronk III, Acting Community Development Director

DATE: May 13, 2021

SUBJECT: Garage Sale/Yard Sale Ordinance Update

Discussion:

The City Ordinance 5.48.030 states that “No more than four (4) garage sales on the same premises may be held in any calendar year.” This ordinance has a conflict with California Department of Tax and Fee Administration with how many garage sales be conducted throughout a twelve-month period.

Residents of the city have requested to conduct more than four (4) yard sales within a twelve-month period, which have brought this item up for discussion at City Council Meeting. Based on State regulations, yard sales should only occur twice a year for a resident.

The Ordinance update will change maximum sales to twice a year and will give residents the opportunity to conduct more with a valid seller permit through the state. It will also increase the consecutive days from two (2) to three (3). The ordinance update also creates new sections where signage for these sales is addressed. It will eliminate signs being placed on public utility poles and offer code enforcement the tools needed to address this violation.

Recommend:

Staff recommends City Council to amend Ordinance 5.48 to allow garage sales to occur no more than twice a year per resident.

Fiscal Impact:

Legal Fees.

Attachments:

Municipal Code 5.48

Updated Municipal Code 5.48

CHAPTER 5.48 - GARAGE SALESSections:**5.48.010 - Definitions.**

As used herein, "garage sales" means those occasional sales conducted on residential premises other than those occurring from a home occupation as more particularly described in Section 17.04.340 of the McFarland Municipal Code.

(Ord. No. 306-2005, § 1, 11-10-05)

5.48.020 - Permit and fees.

It is unlawful for any person to conduct a garage sale without obtaining a permit in the manner as hereinafter described. The fee for a permit may be established from time to time by resolution of the city council and shall be for one garage sale. An application for a permit may be obtained from city hall. The fee shall be paid at the time the application is filed and shall be nonrefundable whether or not the permit is issued. A permit and fee shall be required for each garage sale.

(Ord. No. 306-2005, § 1, 11-10-05)

5.48.030 - Limitations.

No more than four garage sales on the same premises may be held in any calendar year. No garage sale shall be conducted for more than two consecutive days. A garage sale may not commence before six a.m. or end any later than five p.m. on the permitted days.

(Ord. No. 306-2005, § 1, 11-10-05)

Update Municipal Code 5.48

Chapter 5.48 – Garage Sales/Yard Sales

5.48.010 – Purpose and Intent.

The purpose and intent of this chapter is to regulate garage and yard sales of used goods on residential properties and rummage sales on institutional property. Although these types of sales possess commercial characteristics, because of the manner in which conducted or operated, they are generally considered noncommercial in nature. These regulations are intended to prevent the expansion of commercial operations into residential and institutional properties, upgrade the community image, and regulate sales activity outdoors of used personal property so as to keep such sales noncommercial and not in violation of zoning laws. The provisions of this 5.48 are not intended to create a substitute procedure for, or to allow sales regulated by, other Chapters of this Municipal Code, including, but not limited to those Chapters governing outdoor display of merchandise on commercial or industrially zoned property, or Mobile Vendors. Persons who comply with this Chapter 5.48 are exempt from payment of business taxes under Chapter 5.04. Private sales of individual items of personal property which are not displayed outdoors are exempted from the prohibitions or application of this section.

5.48.020 - Definitions.

As used in this chapter:

"Garage sale" means any display and sale conducted by an individual or group of home owners, apartment dwellers or occupants of a residential dwelling for the purpose of disposing of unwanted or surplus household furnishings or other used, personally owned goods (collectively included under the term "used goods" as defined in this section), usually conducted in a garage or driveway on a residential property, for which no inventory is kept and no sales tax is required to be paid on the transaction carried out. The term "garage sale" includes sales of household goods conducted on any portion of a residential premises including a yard, and hence sometimes called a "yard sale."

"Identifiable goods" means any tangible personal property which bears a serial number, personalized initials or inscription and includes secondhand tangible personal property which bears evidence of once having had a serial number or personalized initial or inscription.

"Permit" means a permit issued by the finance department to conduct a garage, yard or rummage sale.

"Rummage sale" means any indoor or outdoor display and sale of "used goods" as defined below, conducted for fund raising purposes by a charitable or fraternal organization that is exempted or qualified for exemption by Section 501(C)3 of the Internal Revenue Code.

"Used goods" means surplus household furnishings or other used, personal goods, clothing and similar personal belongings that are owned by or have been donated to the seller. The term specifically excludes new furnishings, new merchandise or new goods that are being sold at retail or wholesale.

5.48.030 - Permit and fee requirements.

- A. Any resident, or an organization or club of the city on behalf of its members, may conduct a garage sale or rummage sale, respectively, as defined in this chapter; provided, however, that a permit is first obtained from the finance department of the city. The fee for a permit may be established from time to time by resolution of the city council and shall be for one garage sale. An application for a permit may be obtained from city hall. The fee shall be paid at the time the application is filed and shall be nonrefundable whether or not the permit is issued. A permit and fee shall be required for each garage sale.
- B. Applications for a permit must be made at least forty-eight hours prior to the proposed sale. The application shall provide the following information:
 - 1. Name and address of the person(s) or organization(s) wishing to conduct the sale;
 - 2. The location where the sale is to be conducted;
 - 3. A general description of the property qualifying as used goods to be offered for sale;
 - 4. Dates and time period when sale shall be conducted;
 - 5. Signature of person(s) or agent conducting sale;
 - 6. Authorization of property owner or managing agent of multifamily apartment or condominium complexes.
 - 7. A separate permit and fee payment is required for each address at which a sale is to be conducted, except that a single permit fee may be charged when a group of residents arrange a neighborhood garage sale for the collective purpose of funding a neighborhood civic program or activity.

5.48.040 - Regulations on sales.

- A. All used goods being sold must be the property of those conducting the sale or on whose behalf the sale is being conducted.
- B. It shall be presumed that goods on display consisting of three or more products of a similar nature in an original unopened container or packaging constitute new merchandise that is being vended as part of a commercial enterprise, and are therefore prohibited under this Chapter 5.48.
- C. Conducting a garage or rummage sale for which no permit was issued counts as a garage or rummage sale for purposes of computation of the annual sales limit. Each sale and each permit is limited to a maximum period of four consecutive days per sale.
- D. In compliance with California Sales and Use Tax Regulations, Article 7, Regulation 1595, no more than two garage sales may be conducted by the same resident of the same address, at the same address, within the same calendar year. Additionally, no person may conduct more than two garage sales within the same calendar year regardless of location.
- E. No more than two rummage sales may be conducted by a qualifying organization during any calendar year.

- F. Special rules for multifamily apartment and condominium complexes: The maximum number of garage sales permitted at any residential apartment complex with three or more units, or in a condominium complex with three or more dwelling units, is limited to a maximum of two sales per calendar year. The property owner, managing agent or management official must co-sign the application to authorize the sale on the premises before a permit will be issued.
- G. Persons displaying or selling goods in violation of Chapter 5.48 shall immediately cease and desist from further sales activity and shall remove all goods and wares from display upon direction of an authorized officer of the city. An enforcement official is authorized to impound goods being displayed or sold in violation of this chapter as evidence pending citation and enforcement.
- H. Except at licensed swap meets, sales of used goods outdoors on property used for commercial or industrial purposes is prohibited, and no permit shall be issued under this Chapter 5.48 for that purpose.
- I. All permits issued by the city shall include written notice of the provisions of this chapter.

5.48.050 - Prohibited items.

It is unlawful for any person to exchange, barter, trade or sell at a garage or rummage sale the following items: firearms, ammunition, explosives, animals and livestock, any identifiable goods, and all other items the sale or possession of which may be prohibited by ordinance or resolution duly adopted by the city council of the city or by the laws of the state or county.

5.48.060 - Advertising signs.

Only one unlighted advertising sign not exceeding six square feet in area may be located on the premises of the sale. The sign must be of a temporary nature, may be displayed not more than one week in advance of such sale, and must be removed upon conclusion of the sale. Signs are prohibited in the public right-of-way.

5.48.070 - Display requirements.

- A. All used goods to be sold must be displayed on property owned or controlled by the permittee or which the permittee is authorized to use by the property owner or manager.
- B. No used goods shall be displayed on streets or public sidewalks.
- C. No used goods shall be displayed on a vacant or undeveloped lot.

5.48.080 - Permit sign.

The finance officer will issue a distinctive permit sign to each permittee. The permit sign must be posted in a conspicuous spot, to be visible from the abutting public right-of-way or access point for enforcement purposes.

5.48.090 - Refunds.

Refunds of any permit fee paid will not be made. A credit will be issued if the permit is physically surrendered to the finance department prior to the first authorized day of the permit. After that

date, the fee is non-creditable and the issued permit counts against the number of permits authorized in Section 5.48.040.

5.48.100 - Additional rules.

The finance officer may promulgate additional rules to implement and administer the provisions of this Chapter 5.48.

5.48.110 - Deadlines.

The finance officer shall not issue a permit unless application is made at least forty-eight hours in advance.

5.48.120 - Violation—Penalty.

A. It is unlawful:

1. To conduct a garage, yard or rummage sale without a permit;
2. To alter a permit or permit sign;
3. To fail to discontinue operation of an unpermitted sale or to fail to remove displayed goods upon request of an enforcement official;
4. To post signs in violation of Section 5.48.060;
5. To fail to post a permit sign;
6. To sell used goods that are not the property of the permittee or a person on whose behalf the sale is conducted, or to sell other than used goods;
7. To apply for a permit on behalf of a person or organization that is not authorized to conduct a garage, yard or rummage sale;
8. To make a false statement or representation on a permit application; or
9. To display used goods on a street, public sidewalk or vacant lot.

B. Each violation of the provisions of this chapter is an infraction, punishable by a fine not exceeding one hundred dollars for a first violation, a fine not exceeding two hundred dollars for a second violation of this section within one year, or a fine not exceeding five hundred dollars for each additional violation of this section within one year.

ORDINANCE NO. 0003-2021

AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING GARAGE SALES/YARD SALES AND AMENDING AND RESTATING TITLE 5, CHAPTER 5.48 OF THE MCFARLAND MUNICIPAL CODE TO AMEND AND RESTATE SECTIONS 5.48.010, 5.48.020, AND 5.48.030, AND ENACT SECTIONS 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.110, and 5.48.120, MCFARLAND MUNICIPAL CODE

Section 1. Recitals.

WHEREAS, The City of McFarland ("City") desires to amend, clarify and codify its Municipal Code Chapter related to Garage Sales/Yard Sales conducted within the City limits;

WHEREAS, The Ordinance Amendment updates the Municipal Code to codify the City's requirements and procedures for residents seeking to conduct a Garage Sale and/or Yard Sale;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Chapter 5.48 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City's goals and objectives while reducing the potentially negative impacts arising from incompatible Municipal Code Chapters and state law.

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

Section 2. Section 5.48.010 of the McFarland Municipal Code is hereby amended and restated to read as follows:

5.48.010 – Purpose and Intent.

The purpose and intent of this chapter is to regulate garage and yard sales of used goods on residential properties and rummage sales on institutional property. Although these types of sales possess commercial characteristics, because of the manner in which conducted or operated, they are generally considered noncommercial in nature. These regulations are intended to prevent the expansion of commercial operations into residential and institutional properties, upgrade the community image, and regulate sales activity outdoors of used personal property so as to keep such sales noncommercial and not in violation of zoning laws. The provisions of this 5.48 are not intended to create a substitute procedure for, or to allow sales regulated by, other Chapters of this Municipal Code, including, but not limited to those Chapters governing outdoor display of merchandise on commercial or industrially zoned property, or Mobile Vendors. Persons who comply with this Chapter 5.48 are exempt from payment of business taxes under Chapter 5.04. Private sales of individual items of personal property which are not displayed outdoors are exempted from the prohibitions or application of this section.

Section 3. Section 5.48.020 of the McFarland Municipal Code is hereby amended and restated to read as follows:

5.48.020 - Definitions.

As used in this chapter:

"Garage sale" means any display and sale conducted by an individual or group of home owners, apartment dwellers or occupants of a residential dwelling for the purpose of disposing of unwanted or surplus household furnishings or other used, personally owned goods (collectively included under the term "used goods" as defined in this section), usually conducted in a garage or driveway on a residential property, for which no inventory is kept and no sales tax is required to be paid on the transaction carried out. The term "garage sale" includes sales of household goods conducted on any portion of a residential premises including a yard, and hence sometimes called a "yard sale."

"Identifiable goods" means any tangible personal property which bears a serial number, personalized initials or inscription and includes secondhand tangible personal property which bears evidence of once having had a serial number or personalized initial or inscription.

"Permit" means a permit issued by the finance department to conduct a garage, yard or rummage sale.

"Rummage sale" means any indoor or outdoor display and sale of "used goods" as defined below, conducted for fund raising purposes by a charitable or fraternal organization that is exempted or qualified for exemption by Section 501(C)3 of the Internal Revenue Code.

"Used goods" means surplus household furnishings or other used, personal goods, clothing and similar personal belongings that are owned by or have been donated to the seller. The term specifically excludes new furnishings, new merchandise or new goods that are being sold at retail or wholesale.

Section 4. Section 5.48.030 of the McFarland Municipal Code is hereby amended and restated to read as follows:

5.48.030 - Permit and fee requirements.

- A. Any resident, or an organization or club of the city on behalf of its members, may conduct a garage sale or rummage sale, respectively, as defined in this chapter; provided, however, that a permit is first obtained from the finance department of the city. The fee for a permit may be established from time to time by resolution of the city council and shall be for one garage sale. An application for a permit may be obtained from city hall. The fee shall be paid at the time the application is filed and shall be nonrefundable whether or not the permit is issued. A permit and fee shall be required for each garage sale.
- B. Applications for a permit must be made at least forty-eight hours prior to the proposed sale. The application shall provide the following information:
 - 1. Name and address of the person(s) or organization(s) wishing to conduct the sale;
 - 2. The location where the sale is to be conducted;
 - 3. A general description of the property qualifying as used goods to be offered for sale;
 - 4. Dates and time period when sale shall be conducted;
 - 5. Signature of person(s) or agent conducting sale;
 - 6. Authorization of property owner or managing agent of multifamily apartment or condominium complexes.
 - 7. A separate permit and fee payment is required for each address at which a sale is to be conducted, except that a single permit fee may be charged when a group of residents arrange a neighborhood garage sale for the collective purpose of funding a neighborhood civic program or activity.

Section 5. Section 5.48.040 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.040 - Regulations on sales.

- A. All used goods being sold must be the property of those conducting the sale or on whose behalf the sale is being conducted.
- B. It shall be presumed that goods on display consisting of three or more products of a similar nature in an original unopened container or packaging constitute new merchandise that is being vended as part of a commercial enterprise and are therefore prohibited under this Chapter 5.48.

- C. Conducting a garage or rummage sale for which no permit was issued counts as a garage or rummage sale for purposes of computation of the annual sales limit. Each sale and each permit is limited to a maximum period of four consecutive days per sale.
- D. In compliance with California Sales and Use Tax Regulations, Article 7, Regulation 1595, no more than two garage sales may be conducted by the same resident of the same address, at the same address, within the same calendar year. Additionally, no person may conduct more than two garage sales within the same calendar year regardless of location.
- E. No more than two rummage sales may be conducted by a qualifying organization during any calendar year.
- F. Special rules for multifamily apartment and condominium complexes: The maximum number of garage sales permitted at any residential apartment complex with three or more units, or in a condominium complex with three or more dwelling units, is limited to a maximum of two sales per calendar year. The property owner, managing agent or management official must co-sign the application to authorize the sale on the premises before a permit will be issued.
- G. Persons displaying or selling goods in violation of Chapter 5.48 shall immediately cease and desist from further sales activity and shall remove all goods and wares from display upon direction of an authorized officer of the city. An enforcement official is authorized to impound goods being displayed or sold in violation of this chapter as evidence pending citation and enforcement.
- H. Except at licensed swap meets, sales of used goods outdoors on property used for commercial or industrial purposes is prohibited, and no permit shall be issued under this Chapter 5.48 for that purpose.
- I. All permits issued by the city shall include written notice of the provisions of this chapter.

Section 6. Section 5.48.050 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.050 - Prohibited items.

It is unlawful for any person to exchange, barter, trade or sell at a garage or rummage sale the following items: firearms, ammunition, explosives, animals and livestock, any identifiable goods, and all other items the sale or possession of which may be prohibited by ordinance or resolution duly adopted by the city council of the city or by the laws of the state or county.

Section 7. Section 5.48.060 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.060 - Advertising signs.

Only one unlighted advertising sign not exceeding six square feet in area may be located on the premises of the sale. The sign must be of a temporary nature, may be displayed not more than one week in advance of such sale, and must be removed upon conclusion of the sale. Signs are prohibited in the public right-of-way.

Section 8. Section 5.48.070 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.070 - Display requirements.

- A. All used goods to be sold must be displayed on property owned or controlled by the permittee or which the permittee is authorized to use by the property owner or manager.
- B. No used goods shall be displayed on streets or public sidewalks.
- C. No used goods shall be displayed on a vacant or undeveloped lot.

Section 9. Section 5.48.080 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.080 - Permit sign.

The finance officer will issue a distinctive permit sign to each permittee. The permit sign must be posted in a conspicuous spot, to be visible from the abutting public right-of-way or access point for enforcement purposes.

Section 10. Section 5.48.090 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.090 - Refunds.

Refunds of any permit fee paid will not be made. A credit will be issued if the permit is physically surrendered to the finance department prior to the first authorized day of the permit. After that date, the fee is non-creditable and the issued permit counts against the number of permits authorized in Section 5.48.040.

Section 11. Section 5.48.100 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.100 - Additional rules.

The finance officer may promulgate additional rules to implement and administer the provisions of this Chapter 5.48.

Section 12. Section 5.48.110 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.110 - Deadlines.

The finance officer shall not issue a permit unless application is made at least forty-eight hours in advance.

Section 13. Section 5.48.120 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.48.120 - Violation—Penalty.

A. It is unlawful:

1. To conduct a garage, yard or rummage sale without a permit;
2. To alter a permit or permit sign;
3. To fail to discontinue operation of an unpermitted sale or to fail to remove displayed goods upon request of an enforcement official;
4. To post signs in violation of Section 5.48.060;
5. To fail to post a permit sign;
6. To sell used goods that are not the property of the permittee or a person on whose behalf the sale is conducted, or to sell other than used goods;
7. To apply for a permit on behalf of a person or organization that is not authorized to conduct a garage, yard or rummage sale;
8. To make a false statement or representation on a permit application; or
9. To display used goods on a street, public sidewalk or vacant lot.

B. Each violation of the provisions of this chapter is an infraction, punishable by a fine not exceeding fifty dollars for a first violation, a fine not exceeding one hundred dollars for a second violation of this section within one year, or a fine not exceeding two hundred fifty dollars for each additional violation of this section within one year.

Section 14. The Amended Chapter 5.48 of the McFarland Municipal Code is set forth in Exhibit “A” to this Ordinance and incorporated herein by reference.

Section 15. 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 16. 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 17. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 18. 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, PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the __th day of June, 2021, by the following vote:

	Aye	Nae	Abstain	Absent
Sally Gonzalez				
Maria T. Perez				
Eric Rodriguez				
Saul Ayon				
Ricardo Cano				

Sally Gonzalez, 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 _____, 201__.

ATTEST:

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

Nathan M. Hodges, City Attorney

EXHIBIT A
CHAPTER 5.48 GARAGE SALES

5.48.010 – Purpose and Intent.

The purpose and intent of this chapter is to regulate garage and yard sales of used goods on residential properties and rummage sales on institutional property. Although these types of sales possess commercial characteristics, because of the manner in which conducted or operated, they are generally considered noncommercial in nature. These regulations are intended to prevent the expansion of commercial operations into residential and institutional properties, upgrade the community image, and regulate sales activity outdoors of used personal property so as to keep such sales noncommercial and not in violation of zoning laws. The provisions of this 5.48 are not intended to create a substitute procedure for, or to allow sales regulated by, other Chapters of this Municipal Code, including, but not limited to those Chapters governing outdoor display of merchandise on commercial or industrially zoned property, or Mobile Vendors. Persons who comply with this Chapter 5.48 are exempt from payment of business taxes under Chapter 5.04. Private sales of individual items of personal property which are not displayed outdoors are exempted from the prohibitions or application of this section.

5.48.020 - Definitions.

As used in this chapter:

"Garage sale" means any display and sale conducted by an individual or group of home owners, apartment dwellers or occupants of a residential dwelling for the purpose of disposing of unwanted or surplus household furnishings or other used, personally owned goods (collectively included under the term "used goods" as defined in this section), usually conducted in a garage or driveway on a residential property, for which no inventory is kept and no sales tax is required to be paid on the transaction carried out. The term "garage sale" includes sales of household goods conducted on any portion of a residential premises including a yard, and hence sometimes called a "yard sale."

"Identifiable goods" means any tangible personal property which bears a serial number, personalized initials or inscription and includes secondhand tangible personal property which bears evidence of once having had a serial number or personalized initial or inscription.

"Permit" means a permit issued by the finance department to conduct a garage, yard or rummage sale.

"Rummage sale" means any indoor or outdoor display and sale of "used goods" as defined below, conducted for fund raising purposes by a charitable or fraternal organization that is exempted or qualified for exemption by Section 501(C)3 of the Internal Revenue Code.

"Used goods" means surplus household furnishings or other used, personal goods, clothing and similar personal belongings that are owned by or have been donated to the

seller. The term specifically excludes new furnishings, new merchandise or new goods that are being sold at retail or wholesale.

5.48.030 - Permit and fee requirements.

- A. Any resident, or an organization or club of the city on behalf of its members, may conduct a garage sale or rummage sale, respectively, as defined in this chapter; provided, however, that a permit is first obtained from the finance department of the city. The fee for a permit may be established from time to time by resolution of the city council and shall be for one garage sale. An application for a permit may be obtained from city hall. The fee shall be paid at the time the application is filed and shall be nonrefundable whether or not the permit is issued. A permit and fee shall be required for each garage sale.
- B. Applications for a permit must be made at least forty-eight hours prior to the proposed sale. The application shall provide the following information:
 - 1. Name and address of the person(s) or organization(s) wishing to conduct the sale;
 - 2. The location where the sale is to be conducted;
 - 3. A general description of the property qualifying as used goods to be offered for sale;
 - 4. Dates and time period when sale shall be conducted;
 - 5. Signature of person(s) or agent conducting sale;
 - 6. Authorization of property owner or managing agent of multifamily apartment or condominium complexes.
 - 7. A separate permit and fee payment is required for each address at which a sale is to be conducted, except that a single permit fee may be charged when a group of residents arrange a neighborhood garage sale for the collective purpose of funding a neighborhood civic program or activity.

5.48.040 - Regulations on sales.

- A. All used goods being sold must be the property of those conducting the sale or on whose behalf the sale is being conducted.
- B. It shall be presumed that goods on display consisting of three or more products of a similar nature in an original unopened container or packaging constitute new merchandise that is being vended as part of a commercial enterprise and are therefore prohibited under this Chapter 5.48.
- C. Conducting a garage or rummage sale for which no permit was issued counts as a garage or rummage sale for purposes of computation of the annual sales limit. Each sale and each permit is limited to a maximum period of four consecutive days per sale.
- D. In compliance with California Sales and Use Tax Regulations, Article 7, Regulation 1595, no more than two garage sales may be conducted by the same resident of the same address, at the same address, within the same calendar year. Additionally, no

- person may conduct more than two garage sales within the same calendar year regardless of location.
- E. No more than two rummage sales may be conducted by a qualifying organization during any calendar year.
 - F. Special rules for multifamily apartment and condominium complexes: The maximum number of garage sales permitted at any residential apartment complex with three or more units, or in a condominium complex with three or more dwelling units, is limited to a maximum of two sales per calendar year. The property owner, managing agent or management official must co-sign the application to authorize the sale on the premises before a permit will be issued.
 - G. Persons displaying or selling goods in violation of Chapter 5.48 shall immediately cease and desist from further sales activity and shall remove all goods and wares from display upon direction of an authorized officer of the city. An enforcement official is authorized to impound goods being displayed or sold in violation of this chapter as evidence pending citation and enforcement.
 - H. Except at licensed swap meets, sales of used goods outdoors on property used for commercial or industrial purposes is prohibited, and no permit shall be issued under this Chapter 5.48 for that purpose.
 - I. All permits issued by the city shall include written notice of the provisions of this chapter.

5.48.050 - Prohibited items.

It is unlawful for any person to exchange, barter, trade or sell at a garage or rummage sale the following items: firearms, ammunition, explosives, animals and livestock, any identifiable goods, and all other items the sale or possession of which may be prohibited by ordinance or resolution duly adopted by the city council of the city or by the laws of the state or county.

5.48.060 - Advertising signs.

Only one unlighted advertising sign not exceeding six square feet in area may be located on the premises of the sale. The sign must be of a temporary nature, may be displayed not more than one week in advance of such sale, and must be removed upon conclusion of the sale. Signs are prohibited in the public right-of-way.

5.48.070 - Display requirements.

- A. All used goods to be sold must be displayed on property owned or controlled by the permittee or which the permittee is authorized to use by the property owner or manager.
- B. No used goods shall be displayed on streets or public sidewalks.
- C. No used goods shall be displayed on a vacant or undeveloped lot.

5.48.080 - Permit sign.

The finance officer will issue a distinctive permit sign to each permittee. The permit sign must be posted in a conspicuous spot, to be visible from the abutting public right-of-way or access point for enforcement purposes.

5.48.090 - Refunds.

Refunds of any permit fee paid will not be made. A credit will be issued if the permit is physically surrendered to the finance department prior to the first authorized day of the permit. After that date, the fee is non-creditable and the issued permit counts against the number of permits authorized in Section 5.48.040.

5.48.100 - Additional rules.

The finance officer may promulgate additional rules to implement and administer the provisions of this Chapter 5.48.

5.48.110 - Deadlines.

The finance officer shall not issue a permit unless application is made at least forty-eight hours in advance.

5.48.120 - Violation—Penalty.

A. It is unlawful:

1. To conduct a garage, yard or rummage sale without a permit;
2. To alter a permit or permit sign;
3. To fail to discontinue operation of an unpermitted sale or to fail to remove displayed goods upon request of an enforcement official;
4. To post signs in violation of Section 5.48.060;
5. To fail to post a permit sign;
6. To sell used goods that are not the property of the permittee or a person on whose behalf the sale is conducted, or to sell other than used goods;
7. To apply for a permit on behalf of a person or organization that is not authorized to conduct a garage, yard or rummage sale;
8. To make a false statement or representation on a permit application; or
9. To display used goods on a street, public sidewalk or vacant lot.

- B. Each violation of the provisions of this chapter is an infraction, punishable by a fine not exceeding fifty dollars for a first violation, a fine not exceeding one hundred dollars for a second violation of this section within one year, or a fine not exceeding two hundred fifty dollars for each additional violation of this section within one year.

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and Council Members

FROM: Larry A Ronk III, Acting Community Development Director

DATE: May 13, 2021

SUBJECT: Vending From Vehicles Ordinance 5.44 Update and 5.04.140 License tax Rate.

Discussion:

The City Ordinance 5.44.020 requires all mobile vendors to have a valid permit to conduct any sales. This section also puts a limit to how many mobile vendors are allowed.

The Section states, "Notwithstanding the foregoing, no more than ten (10) vendors may be licensed in any calendar year and no more than five may be ice cream vendors and no more than two may be taco trucks."

The City allows for only ten (10) vendors max currently. The City looks to ways to improve in this ordinance and allow more businesses to prosper within the City. The proposed update will allow for the same number of food vendors but create the ability to refrain from multiple licenses being obtained by one business owner. This will allow for food vending licenses to become vacant and give other the opportunity to create a business within the City. The update will also allow non-food vendors to come into the City and create a business due to the new ordinance allowing for 10 non-food vending licenses.

The update will create a balance between food and non-food mobile vendors within the City of McFarland and allow new business to thrive.

Recommend:

Staff recommends that City Council to approve the proposed Ordinance update and increase the number of vendors from ten (10) to twenty (20) and allowing business that are non-food vending the ability to create a business within the City. Staff also recommends the City Council to approve the update for Section 5.04.140 to address non-food mobile vendors rates.

Fiscal Impact:

Legal Fees.

Attachments:

Existing Municipal Code 5.44

Existing Municipal Code 5.04.140

Updated Municipal Code 5.44 & 5.04.140

Chapter 5.44 - VENDING FROM VEHICLES

Sections:*Footnotes:*

--- (1) ---

Editor's note— Ord. No. 310-2006, § 1, adopted May 11, 2006, repealed the former Chapter 5.44, §§ 5.44.010—5.44.030, and enacted a new Chapter 5.44 as set out herein. The former Chapter 5.44 pertained to businesses conducted from vehicles and derived from Ord. No. 247, 1992 and Ord. No. 250, 1992.

5.44.010 - Definitions.

The following words and terms shall have the following meanings:

"Goods" means items and products of every kind and description including, without limitation, all food, produce and beverage items.

"Vehicle" shall have the same meaning as in the Vehicle Code of the state of California.

"Vendor" means any person who engages in the act of selling or offering for sale any goods from a vehicle or who drives or otherwise uses any such vehicle for the purpose of selling or offering for sale any goods therefrom.

(Ord. No. 310-2006, § 1, 5-11-06)

5.44.020 - Permits.

Any person wishing to be a vendor in the city must comply with the same conditions as peddlers and solicitors more particularly described in Chapter 5.32 of this code and each of the provisions in Chapter 5.32 are hereby made applicable to vendors. No person may be a vendor in the city without first complying with each and every requirement under Chapter 5.32. Notwithstanding the foregoing, no more than ten vendors may be licensed in any calendar year and no more than five may be ice cream vendors and no more than two may be taco trucks. Permits shall be issued first to those vendors with existing permits requesting renewals of same provided the request for renewal is made on or before July 15 following expiration of the permit and, thereafter, on a first - come - first - serve basis for remaining permits, if any; provided, however, that the City may choose not to issue a permit to any applicant who has violated City regulations or the conditions of its license or failed to follow any other regulations of any other governmental jurisdiction."

(Ord. No. 310-2006, § 1, 5-11-06; Ord. No. 324-2008, § 1, 10-15-08; Ord. No. 013-2011, § 1, 9-8-11)

5.44.030 - Prohibited conduct.

A. No vendor shall sell or offer for sale any goods within three hundred feet from the exterior

boundary of property used or occupied by any of the following:

1. A public or private school during the hours that school is in session;
 2. A business establishment which is opened for business and is offering for sale the same or similar product as offered for sale by the vendor;
 3. A restaurant, cafe, or eating establishment which is opened for business;
 4. A public park at such times as a concession stand authorized by the public agency with jurisdiction over the park is operating;
 5. Any city property where a city authorized concession stand is operating;
 6. A church or other place for religious gathering during the hours of church services or church-related activities; and
 7. Any permitted location where the vendor has sold goods or offered same for sale within a period of less than four hours.
- B. No vendor shall sell goods or offer same for sale at any permitted location for a longer consecutive period of time than one hour.
- C. No vendor shall sell goods or offer same for sale in violation of any of the provisions of this code or of the laws of any other jurisdiction.
- D. No vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, or any other public place by causing people to congregate at or near the place where goods are being sold or offered for sale.
- E. No vendor shall serve customers on the street side of the vehicle and the right wheels of the vehicle shall be parallel to and within twelve inches of the right hand curb or the right hand edge of the roadway.
- F. No vendor shall sell or offer to sell goods in such a manner as to cause a traffic hazard.
- G. No music which can be heard outside of the vehicle nor any sound amplification systems shall be used whenever the vehicle is stopped or parked.
- H. Vendors shall maintain on the vehicle leak-proof, plastic or galvanized refuse receptacles with tight fitting lids. The vendor shall clean all public property surrounding the vehicle of all refuse generated by the vendor's activity. All wastewater must be retained in a spill-proof, leak-proof container maintained on the vehicle with a larger capacity than the water supply available on the vehicle.
- I. No vendor shall set portable tables or chairs for customer use or promote a sit down dining environment at any location.
- J. No vendor shall conduct business between the hours of ten p.m. and nine a.m.
- K. All vendors preparing food in the vehicle by cooking, frying, or other similar means shall be equipped with at least one 2A-40-BC fire extinguisher.

5.44.040 - Applicability of regulations to existing business.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether established before or after the effective date of the ordinance enacting this chapter into law.

(Ord. No. 310-2006, § 1, 5-11-06)

5.44.050 - Violation—Penalty.

Every person violating or failing or neglecting or refusing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and, upon violation thereof, shall be punishable as provided for in Chapter 1.20 of this code. Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

(Ord. No. 310-2006, § 1, 5-11-06)

Updated Municipal Code 5.44 and 5.04.140

5.44.020 - Permits.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Any person wishing to be a vendor in the city must comply with the same conditions as peddlers and solicitors more particularly described in [Chapter 5.32](#) of this code and each of the provisions in [Chapter 5.32](#) are hereby made applicable to vendors. No person may be a vendor in the city without first complying with each and every requirement under [Chapter 5.32](#). Notwithstanding the foregoing, no more than twenty vendors may be licensed in any calendar year. Permits shall be issued first to those vendors with existing permits requesting renewals of same provided the request for renewal is made on or before July 15 following expiration of the permit and, thereafter, on a first - come - first - serve basis for remaining permits, if any; provided, however, that the City may choose not to issue a permit to any applicant who has violated City regulations or the conditions of its license or failed to follow any other regulations of any other governmental jurisdiction."

A. Mobile Non-Food Vending

1. Ten (10) vendor permits are available for sales of non-edible good and services.

B. Mobile Food Vending

1. Ten (10) vendor permits are available for the mobile sales of any type of edible goods or beverages
2. No more than five (5) Mobile Food Vending permits may be for ice cream vendors and no more than two (2) Mobile Vending permits may be taco trucks.

C. Holders of Non-Food or Food Vendor Permits may use such permits for a maximum of two (2) Vehicles and/or self-propelled, or motorized devices.

D. Owner/Vendor shall not obtain more than one (1) Permit within the City to conduct sales of similar goods.

E. Owner/Vendor shall provide a Certificate of Vehicle Insurance, Liability Insurance and Workers Compensation Insurance, where applicable.

(Ord. No. 310-2006, § 1, 5-11-06; Ord. No. 324-2008, § 1, 10-15-08; Ord. No. 013-2011, § 1, 9-8-11)

5.44.060 Operations on Private Property

A Mobile Vendor may locate its vehicle and/or self-propelled, or motorized devices on Private Property as the Mobile Vendor adheres to the following standards and conditions:

- A. A land use permit has been obtained from the City of McFarland Planning Department;
- B. To provide edible or non-edible goods and/or services for persons employed at the private property for a period of thirty minutes or less; or
- C. A Lease Agreement between property owner of land and vendor is provided to the City of McFarland and the property subject to the Lease Agreement is zoned such that operation of the mobile business is lawful.

Also need to Amend:

5.04.140 – License taxes – Rates.

A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annual, per event, daily, and/or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Business Type	Annually/Daily/Per Event/Unit Tax Amount
Non-Food Mobile Vendor	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Liability insurance required, see municipal code Section 5.44.020. Must comply with the additional conditions described in municipal code Chapter 5.32.
Food Vending Vehicles – Municipal Code Chapter 5.44	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required, see municipal code Section 5.44.020 5.44.060 . Must comply with the additional conditions described in municipal code Chapter 5.32.
Ice Cream Vending vehicle	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required, see municipal code Section 5.44.020 5.44.060 . Must comply with the additional conditions described in municipal code Chapter 5.32.

5.04.140 - License taxes—Rates.

- A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annually, per event, daily, and/or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
Administrative office	\$100.00 annually.
Apartments/rental property	\$65.00 plus \$5.00 for each after 4 units.
Arts and/or crafts fair	\$10.00 per booth/stall.
Barber shop/beauty salon	\$65.00 per owner and non-employee operator.
Billboard Structures within the city	\$150.00 annually per structure.
Christmas tree lot sales operations	\$40.00 per day All structures and electrical permit requirements are inspected and approval by the building department and all fire code requirements approved by the fire department. Planning department approval requirement.
Circus/carnival	\$450.00 for 5 days or less.
Commercial solicitors/peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers must comply with the conditions described in municipal code <u>Chapter 5.32</u> .

Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000.00 for public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the city of McFarland. The permit must be in possession of the person performing the work and available for inspection on demand.
Exhibitions (i.e. car show)	\$10.00 per vehicle, per day.
Family child care over <u>8</u> children	\$100.00 annually plus home occupation permit required and approved by the planning department and permit from the state of California to operate. See Res. No. 2014-0201 for fee.
Family child care of <u>8</u> or less children	Health and Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.
Farmers market	\$10.00 per booth/stall.
Food vending vehicles — Municipal code <u>Chapter 5.44</u>	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required, see municipal code Section 5.44.060. Must comply with the additional conditions described in municipal code <u>Chapter 5.32</u> .

Fortunetelling, palmist, clairvoyant	\$500.00 annually, plus investigation filing fee of \$500.00, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in municipal code <u>Chapter 5.28</u> .
Hotel, motel, lodging houses	\$65.00 annually, plus \$5.00 per room after 4.
Ice cream vending vehicle	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required see municipal code Section 5.44.060. Must comply with additional conditions described in municipal code <u>Chapter 5.32</u> .
Itinerant vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers/itinerant vendors must comply with the conditions described in Municipal Code <u>Chapter 5.32</u> .
Interpreter	\$65.00 annually.
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.
Spas-medi/pedi	\$65.00 per owner and non-employee operator.
Taxi-cab	\$65.00 per vehicle. \$90.00 for background check required on each owner/driver, \$25.00 for each vehicle inspection, and live scan required on each owner/driver. Must also comply with all requirements stated in municipal code <u>Chapter 5.52</u> .

Duplicate (lost or damaged business license) — Municipal code <u>Section 5.04.100</u>	\$15.00
Change location of business— Municipal code <u>Section 5.04.090</u>	\$15.00

- B. Every person who engages in any business within the city except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon gross receipts at the rates to be calculated to the nearest cent as set forth below:

City of McFarland
License Fee Schedule
Annual Gross Receipts

1. Base fee on all business license: Fifteen dollars.
2. California state fee on all business license: Four dollars. May be revised by state of California.

For the sales and service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001.00	\$50,000.00	\$75.00
\$50,001.00	\$75,000.00	\$100.00
\$75,001.00	\$100,000.00	\$125.00
\$100,001.00	\$175,000.00	\$150.00
\$175,001.00	\$250,000.00	\$175.00
\$250,001.00	\$500,000.00	\$225.00
\$500,001.00	\$750,000.00	\$300.00

\$750,001.00	\$1,000,000.00	\$450.00
\$1,000,001.00	\$1,500,000.00	\$500.00
\$1,500,001.00	\$2,000,000.00	\$600.00
\$2,000,001.00	\$3,000,000.00	\$700.00
\$3,000,001.00	\$4,000,000.00	\$800.00
\$4,000,001.00	\$5,000,000.00	\$900.00
\$5,000,001.00	\$10,000,000.00	\$1,000.00
\$10,000,001.00	and up	\$2,000.00

Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the city of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months.

C. The business license tax and gross receipts may be modified from time to time by city council resolution.

(Ord. 276 §1(part), 1996; Ord. 210 §1(b), 1987; Ord. 190 §2, 1982; Ord. 89 §1, 1965; Ord. 60 §1, 1961; Ord. 50 §1, 1961; Ord. 29 §1, 1958; Ord. 7 §14, 1957)

(Ord. No. 005-2018, § 1(E), 6-14-18)

ORDINANCE NO. 0004-2021

AN ORDINANCE OF THE CITY OF MCFARLAND REGARDING VENDING FROM VEHICLES AND LICENSE TAXES – RATES, AND AMENDING AND RESTATING TITLE 5, CHAPTER 5.44 OF THE MCFARLAND MUNICIPAL CODE TO AMEND AND RESTATE SECTIONS 5.48.020, ADOPT AND ENACT 5.48.060, AND AMEND AND RESTATE TITLE 5, CHAPTER 5.04, SECTION 5.04.140, MCFARLAND MUNICIPAL CODE

Section 1. Recitals.

WHEREAS, The City of McFarland (“City”) desires to amend, clarify and codify its Municipal Code Chapter related to Vending from Vehicles and the License Taxes applicable to Vending from Vehicles;

WHEREAS, The Ordinance Amendment updates the Municipal Code to codify the City’s requirements and procedures for residents seeking to obtain a permit for mobile vending and the license taxes applicable thereto;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Chapter 5.44 and 5.48 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City’s goals and objectives while reducing the potentially negative impacts arising from incompatible Municipal Code Chapters.

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

Section 2. Section 5.44.020 of the McFarland Municipal Code is hereby amended and restated to read as follows:

5.44.020 – Permits.

Any person wishing to be a vendor in the city must comply with the same conditions as peddlers and solicitors more particularly described in Chapter 5.32 of this code and each of the provisions in Chapter 5.32 are hereby made applicable to vendors. No person may be a vendor in the city without first complying with each and every requirement under Chapter 5.32. Notwithstanding the foregoing, no more than twenty vendors may be licensed in any calendar year. Permits shall be issued first to those vendors with existing permits requesting renewals of same provided the request for renewal is made on or before July 15 following expiration of the permit and, thereafter, on a first - come - first - serve basis for remaining permits, if any; provided, however, that the City may choose not to issue a permit to any applicant who has violated City regulations or the conditions of its license or failed to follow any other regulations of any other governmental jurisdiction."

A. Mobile Non-Food Vending

1. Ten (10) vendor permits are available for sales of non-edible good and services.

B. Mobile Food Vending

1. Ten (10) vendor permits are available for the mobile sales of any type of edible goods or beverages
2. No more than five (5) Mobile Food Vending permits may be for ice cream vendors and no more than two (2) Mobile Vending permits may be taco trucks.

C. Holders of Non-Food or Food Vendor Permits may use such permits for a maximum of two (2) Vehicles and/or self-propelled, or motorized devices.

D. Owner/Vendor shall not obtain more than one (1) Permit within the City to conduct sales of similar goods.

E. Owner/Vendor shall provide a Certificate of Vehicle Insurance, Liability Insurance and Workers Compensation Insurance, where applicable.

Section 3. Section 5.44.060 of the McFarland Municipal Code is hereby adopted and enacted to read as follows:

5.44.060 Operations on Private Property

A Mobile Vendor may locate its vehicle and/or self-propelled, or motorized devices on Private Property as the Mobile Vendor adheres to the following standards and conditions:

- A. A land use permit has been obtained from the City of McFarland Planning Department;
- B. To provide edible or non-edible goods and/or services for persons employed at the private property for a period of thirty minutes or less; or
- C. A Lease Agreement between property owner of land and vendor is provided to the City of McFarland and the property subject to the Lease Agreement is zoned such that operation of the mobile business is lawful.

Section 4. Section 5.04.140 of the McFarland Municipal Code is hereby amended and restated to read as follows:

5.04.140 – License taxes - Rates

- A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annual, per event, daily, and/or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Business Type	Annually/Daily/Per Unit Tax Amount	Event/
Administrative office	\$100.00 annually.	
Apartments/rental property	\$65.00 plus \$5.00 for each after 4 units.	
Arts and/or crafts fair	\$10.00 per booth/stall.	
Barber shop/beauty salon	\$65.00 per owner and non-employee operator.	
Billboard Structures within the city	\$150.00 annually per structure.	
Christmas tree lot sales operations	\$40.00 per day All structures and electrical permit requirements are inspected and approval by the building department and all fire code requirements approved by the fire department. Planning department approval requirement.	
Circus/carnival	\$450.00 for 5 days or less.	
Commercial solicitors/peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers must comply with the conditions described in municipal code Chapter 5.32.	
Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000.00 for public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the	

Business Type	Annually/Daily/Per Unit Tax Amount	Event/
	city of McFarland. The permit must be in possession of the person performing the work and available for inspection on demand.	
Exhibitions (i.e. car show)	\$10.00 per vehicle, per day.	
Family child care over 8 children	\$100.00 annually plus home occupation permit required and approved by the planning department and permit from the state of California to operate. See Res. No. 2014-0201 for fee.	
Family child care of 8 or less children	Health and Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.	
Farmers market	\$10.00 per booth/stall.	
Non-Food Mobile Vendor – Municipal Code Chapter 5.44	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Liability insurance required, see municipal code Section 5.44.020. Must comply with the additional conditions described in municipal code Chapter 5.32.	
Food vending vehicles — Municipal code Chapter 5.44	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required, see municipal code Section 5.44.020. Must comply with the additional conditions described in municipal code Chapter 5.32.	
Fortunetelling, palmist, clairvoyant	\$500.00 annually, plus investigation filing fee of \$500.00, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in municipal code Chapter 5.28.	
Hotel, motel, lodging houses	\$65.00 annually, plus \$5.00 per room after 4.	
Ice cream vending vehicle	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required see municipal code Section 5.44.060. Must comply with additional conditions described in municipal code Chapter 5.32.	
Itinerant vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers/itinerant vendors must comply with the conditions described in Municipal Code Chapter 5.32.	
Interpreter	\$65.00 annually.	
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.	
Spas-medi/pedi	\$65.00 per owner and non-employee operator.	
Taxi-cab	\$65.00 per vehicle. \$90.00 for background check required on each owner/driver, \$25.00 for each vehicle inspection, and live scan required	

Business Type	Annually/Daily/Per Unit Tax Amount	Event/
	on each owner/driver. Must also comply with all requirements stated in municipal code Chapter 5.52.	
Duplicate (lost or damaged business license) — Municipal code Section 5.04.100	\$15.00	
Change location of business—Municipal code Section 5.04.090	\$15.00	

B. Every person who engages in any business within the city except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon gross receipts at the rates to be calculated to the nearest cent as set forth below:

City of McFarland
License Fee Schedule
Annual Gross Receipts

1. Base fee on all business license: Fifteen dollars.
2. California state fee on all business license: Four dollars. May be revised by state of California.

For the sales and service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001.00	\$50,000.00	\$75.00
\$50,001.00	\$75,000.00	\$100.00
\$75,001.00	\$100,000.00	\$125.00
\$100,001.00	\$175,000.00	\$150.00
\$175,001.00	\$250,000.00	\$175.00
\$250,001.00	\$500,000.00	\$225.00
\$500,001.00	\$750,000.00	\$300.00
\$750,001.00	\$1,000,000.00	\$450.00
\$1,000,001.00	\$1,500,000.00	\$500.00
\$1,500,001.00	\$2,000,000.00	\$600.00
\$2,000,001.00	\$3,000,000.00	\$700.00
\$3,000,001.00	\$4,000,000.00	\$800.00
\$4,000,001.00	\$5,000,000.00	\$900.00
\$5,000,001.00	\$10,000,000.00	\$1,000.00

FROM	TO	FEE DUE
\$10,000,001.00	and up	\$2,000.00

Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the city of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months.

C. The business license tax and gross receipts may be modified from time to time by city council resolution.

Section 5. The Amended Chapter 5.44 of the McFarland Municipal Code is set forth in Exhibit “A” to this Ordinance and incorporated herein by reference.

Section 6. The Amended Chapter 5.04 of the McFarland Municipal Code is set forth in Exhibit “B” to this Ordinance and incorporated herein by reference.

Section 7. 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 8. 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 9. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 10. 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, PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the __th day of June, 2021, by the following vote:

	Aye	Nae	Abstain	Absent
Sally Gonzalez				
Maria T. Perez				
Eric Rodriguez				
Saul Ayon				
Ricardo Cano				

Sally Gonzalez, 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 _____, 201__.

ATTEST:

APPROVED AS TO FORM:

Francisca Alvarado, City Clerk

Nathan M. Hodges, City Attorney

EXHIBIT A
CHAPTER 5.44 MOBILE VENDING

5.44.010 – Definitions.

The following words and terms shall have the following meanings:

“Goods” means items and products of every kind and description including, without limitation, all food, produce and beverage items.

“Vehicle” shall have the same meaning as in the Vehicle Code of the state of California.

“Vendor” means any person who engages in the act of selling or offering for sale any goods from a vehicle or who drives or otherwise uses any such vehicle for the purpose of selling or offering for sale any goods therefrom.

5.44.020 – Permits.

Any person wishing to be a vendor in the city must comply with the same conditions as peddlers and solicitors more particularly described in Chapter 5.32 of this code and each of the provisions in Chapter 5.32 are hereby made applicable to vendors. No person may be a vendor in the city without first complying with each and every requirement under Chapter 5.32. Notwithstanding the foregoing, no more than twenty vendors may be licensed in any calendar year. Permits shall be issued first to those vendors with existing permits requesting renewals of same provided the request for renewal is made on or before July 15 following expiration of the permit and, thereafter, on a first – come – first – serve basis for remaining permits, if any; provided, however, that the City may choose not to issue a permit to any applicant who has violated City regulations or the conditions of its license or failed to follow any other regulations of any other governmental jurisdiction.”

- Mobile Non-Food Vending
 - Ten (10) vendor permits are available for sales of non-edible good and services.
- Mobile Food Vending
 - Ten (10) vendor permits are available for the mobile sales of any type of edible goods or beverages
 - No more than five (5) Mobile Food Vending permits may be for ice cream vendors and no more than two (2) Mobile Vending permits may be taco trucks.
- Holders of Non-Food or Food Vendor Permits may use such permits for a maximum of two (2) Vehicles and/or self-propelled, or motorized devices.
- Owner/Vendor shall not obtain more than one (1) Permit within the City to conduct sales of similar goods.
- Owner/Vendor shall provide a Certificate of Vehicle Insurance, Liability Insurance and Workers Compensation Insurance, where applicable.

5.44.030 – Prohibited conduct.

- A. No vendor shall sell or offer for sale any goods within three hundred feet from the exterior boundary of property used or occupied by any of the following:
 - 1. A public or private school during the hours that school is in session;

2. A business establishment which is opened for business and is offering for sale the same or similar product as offered for sale by the vendor;
 3. A restaurant, cafe, or eating establishment which is opened for business;
 4. A public park at such times as a concession stand authorized by the public agency with jurisdiction over the park is operating;
 5. Any city property where a city authorized concession stand is operating;
 6. A church or other place for religious gathering during the hours of church services or church-related activities; and
 7. Any permitted location where the vendor has sold goods or offered same for sale within a period of less than four hours.
- B. No vendor shall sell goods or offer same for sale at any permitted location for a longer consecutive period of time than one hour.
 - C. No vendor shall sell goods or offer same for sale in violation of any of the provisions of this code or of the laws of any other jurisdiction.
 - D. No vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, or any other public place by causing people to congregate at or near the place where goods are being sold or offered for sale.
 - E. No vendor shall serve customers on the street side of the vehicle and the right wheels of the vehicle shall be parallel to and within twelve inches of the right hand curb or the right hand edge of the roadway.
 - F. No vendor shall sell or offer to sell goods in such a manner as to cause a traffic hazard.
 - G. No music which can be heard outside of the vehicle nor any sound amplification systems shall be used whenever the vehicle is stopped or parked.
 - H. Vendors shall maintain on the vehicle leak-proof, plastic or galvanized refuse receptacles with tight fitting lids. The vendor shall clean all public property surrounding the vehicle of all refuse generated by the vendor's activity. All wastewater must be retained in a spill-proof, leak-proof container maintained on the vehicle with a larger capacity than the water supply available on the vehicle.
 - I. No vendor shall set portable tables or chairs for customer use or promote a sit down dining environment at any location.
 - J. No vendor shall conduct business between the hours of ten p.m. and nine a.m.
 - K. All vendors preparing food in the vehicle by cooking, frying, or other similar means shall be equipped with at least one 2A-40-BC fire extinguisher.

5.44.040 – Applicability of regulations to existing business.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether established before or after the effective date of the ordinance enacting this chapter into law.

5.44.050 – Violation—Penalty.

Every person violating or failing or neglecting or refusing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and, upon violation thereof, shall be punishable as provided for in Chapter 1.20 of this code. Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

5.44.060 – Operations on Private Property

A Mobile Vendor may locate its vehicle and/or self-propelled, or motorized devices on Private Property as the Mobile Vendor adheres to the following standards and conditions:

- A. A land use permit has been obtained from the City of McFarland Planning Department;
- B. To provide edible or non-edible goods and/or services for persons employed at the private property for a period of thirty minutes or less; or
- C. A Lease Agreement between property owner of land and vendor is provided to the City of McFarland and the property subject to the Lease Agreement is zoned such that operation of the mobile business is lawful.

EXHIBIT "B"
CHAPTER 5.04 BUSINESS LICENSE

5.04.010 - Revenue measure.

The ordinance codified in this chapter is enacted solely to raise revenue for municipal purposes and is not intended for regulation.

5.04.020 - Definitions.

As used in this chapter, the following terms and phrases shall have the meanings ascribed to them in this section:

- A. "Amusement machine" means any mechanical, electrical, electronic or other machine, apparatus, contrivance or device, which may be operated or played by the placing or deposit therein of a coin, check, slug, ball, token, card or other article, or by paying for the use thereof in advance or after use, involving in its operation or play either skill or chance, including but not limited to pinball machines, bowling game machines, shuffleboard machines, marble game machines, video game machines, or any other similar machine or device. The term "amusement machine" does not include phonographs, jukeboxes or other music machines.
- B. "Arcade" means any business with a fixed place of business which maintains on the premises four or more amusement machines available for use and play by the public generally or by patrons of such business, whether the business of arcade is conducted as a single business or in conjunction with another business.
- C. "Business" includes professions, trades and occupations and all and every kind of calling whether or not carried on for profit.
- D. "Distributor" means any person engaged in the business of selling, renting or placing on consignment or on commission basis or otherwise with any person any amusement machine in or at any place of business in the city.
- E. "Gross receipts" includes the total of amounts actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" shall be the following:
 - 1. Cash discounts allowed and taken on sales;
 - 2. Credit allowed on property accepted as part of the purchase price and which property may later be sold;
 - 3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
 - 4. Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit;
 - 5. Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the

- agent or trustee has furnish the collector with the names and addresses of the others and the amounts paid to them;
6. As to a prime contractor or subcontractor to which Section 7108.5 of the California Business and Professions Code applies, the amounts received on account of the work performed by subcontractors, to the extent of each subcontractor's interest within.
 7. As to a real estate agent or broker, the sales price of real estate sold for the account of others except that portion which represents commission or other income to the agent or broker;
 8. As to a retail gasoline dealer, a portion of his receipts from the sale of motor vehicle fuels equal to the motor vehicle fuel license tax imposed by and previously paid under the provisions Part 2 of the Division 2 of the Revenue and Taxation Code of the State of California;
 9. As to a retail gasoline dealer, the special motor fuel tax imposed by Section 4041 of Title 26 of the United States Code if paid by the dealer or collected by him from the consumer or purchaser;
 10. Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded;
 11. As to a public utility operating in the city under a franchise or franchises from the city and which makes franchise payments to the city, that portion of gross receipts used in calculating the franchise fees.
- F. "Person" includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, Massachusetts, business or common law trusts, societies and individuals transacting and carrying on any business in the city other than as an employee.
- G. "Residential property rental" means the business of managing, operating or renting any apartment house, duplex, hotel, motel, mobile home park, rooming or boardinghouse with two or more residential units. For purpose hereof, the number of residential units aforesaid shall exclude that unit, if any, occupied by the applicant; provide, however, that the management, operation or rental of three or less residential units shall not be deemed a residential property rental for the purposes of this chapter.

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.

5.04.040 - License required.

There are imposed upon the businesses, trades, professions, callings and occupations specified in this chapter license taxes in the amounts hereinafter prescribed. It shall be unlawful for any person to transact and carry on any business, profession, trade, calling or occupation in the city without first having procured a license from the city so to do or without complying with any of the applicable provisions of this chapter. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or the state. Persons not required to obtain a license

prior to doing business within the city because of conflict with applicable statutes of the United States or the state shall not be liable for payment of the tax imposed by this chapter.

5.04.045 - Commercial cannabis.

- A. Commercial cannabis activity, whether or not for profit, is prohibited in the city. No person shall establish, operate, maintain, conduct, allow, or engage in commercial cannabis activity anywhere within the city.
- B. No license shall be issued for any commercial cannabis activity in the city. The city shall also not issue any business license for any activity for which a state license is required under the MAUCRSA. The city shall also not issue any local license to a non-profit entity pursuant to California Business and Professions Code Section 26070.5.
- C. To the extent not already prohibited by subsection A above, all deliveries of cannabis or cannabis products to or from any location are expressly prohibited. No person shall conduct or perform any delivery of any cannabis or cannabis products, which delivery either originates or terminates within the city. Nothing in this section shall prohibit any person from transporting cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.

5.04.050 - Branch establishments.

A separate license must be obtained for each branch establishment or location of the business transacted and carried on. Each license shall authorize the licensee to transact and carry on any business or businesses at said location.

5.04.060 - Exemptions.

- A. Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the constitution or applicable statutes of the United States or of the state from the payment of such taxes as are prescribed in this chapter.
- B. None of the license taxes provided for by this chapter shall be so applied as to occasion an undue burden on interstate commerce. In any case where a license tax is believed by a licensee or applicant for a license to place an undue burden upon such commerce, he may apply to the city clerk for an adjustment of the tax so that it will not be discriminatory or unreasonable as to such commerce. Such application may be made before, at, or within six months after payment of the prescribed license tax. The applicant shall, by affidavit and supporting testimony, show his method of business and the gross volume or estimated gross volume of business and such other information as the city clerk may deem necessary in order to determine the extent, if any, of such undue burden on such commerce. The city clerk shall then conduct an investigation, and, after having first obtained the written approval of the city attorney, shall fix as the license tax for the applicant, an amount that is reasonable and nondiscriminatory, or if the license tax has already been paid, shall order a refund of the amount over and above the license tax so fixed. In fixing the license tax to be charged, the city clerk shall have the power to base the license tax upon any measure which will assure that the license tax assessed shall be uniform with that assessed on businesses of like nature, so long as the amount assessed does not exceed the license tax as prescribed by this chapter.

Any person claiming an exemption pursuant to this section shall file a verified statement with the city clerk stating the facts upon which the exemption is claimed. The city clerk shall, upon a proper showing contained in the verified statement, issue a license to such person claiming exemption under this section without payment to the city of the license tax required by this chapter. The city clerk, after giving notice and a reasonable opportunity for hearing to a licensee, may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption as provided in this section.

5.04.070 - Application, approval and contents of license.

- A. Every person required to have a license under the provisions of this chapter shall make application for the same to the city clerk of the city. Such application shall be made upon a form provided by the city clerk and shall set forth such information as may be required by the city clerk as necessary to determine properly the amount of the license to paid.
- B. All applications shall be reviewed by the city of McFarland community development director or his/her designee. All required planning entitlements and permits must be obtained by the applicant prior to approval of a business license application.
- C. Each business license issued hereunder shall be conditioned upon the following and each licensee shall comply with same:
- D. All written conditions or limitations imposed upon the permit;
- E. Payment of all fees required by this chapter;
- F. Cooperating with the police department and all other departments of the city in connection with the investigation of any criminal activity in or around the business premises and to assist in the investigation thereof;
- G. The business and premises on which it is conducted shall not be in violation of any local, state, or federal laws or regulations including, without limitation, all laws, rules and regulations within the McFarland Municipal Code.
- H. A business license shall not be issued or renewed if the property owner or business owner has any outstanding zoning, code enforcement and/or building violations on the subject property.
- I. Upon approval of the business license application and upon the payment of the prescribed license tax the city clerk shall issue to such person a license which shall contain (i) the name of the person to whom the license is issued, (ii) the business licensed, (iii) the place where such business is to be transacted and carried on, (iv) the date of the expiration of the license, and (v) such other information as may be necessary for the enforcement of the provisions of this chapter.

5.04.080 - Appeal.

Any person aggrieved by any decision of the city clerk with respect to the issuance, refusal, to issue such license may appeal to the council by filing a notice of appeal with the city clerk. The council shall thereupon fix a time and place of hearing such appeal. The city clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the U.S. Post Office at McFarland, California, postage prepaid, addressed to such person at his last known address. The council shall have authority to determine all questions

raised on such appeal. No such determination shall conflict with any substantive provision of this chapter.

5.04.090 - Licenses not transferable—Change of location.

No license issued pursuant to this chapter shall be transferable; provided, that where a license is issued authorizing a person to transact and carry on a business at a particular place, such license may upon application therefor and paying a fee of fifteen dollars have the license amended to authorize the transacting and carrying on of such business at some other location to which the business is or is to be moved.

5.04.100 - Duplicate license.

A duplicate license may be issued by the city clerk to replace any license previously issued under this chapter which has been lost or destroyed upon the licensee filing statement of such fact, and at the time of filing such statement paying to the city clerk a duplicate license fee of fifteen dollars.

5.04.110 - Posting and keeping license.

All licenses must be kept and posted in the following manner:

- A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.
- B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his person at all times while transacting and carrying on such business.

5.04.115 - Suspension or revocation.

A business license may be suspended or revoked, temporarily or permanently, upon the permittee's failure to comply with all written conditions or limitations of the permit or the requirements of Section 5.04.070(C). Upon suspension or revocation of any permit, no other application by the same permittee or his or her agent to carry on a similar business or activity shall be filed for a period of one year from the date of such suspension or revocation.

5.04.116 - Appeal of suspension or revocation of permit.

A suspension or revocation shall be final unless appealed to the city manager by the permittee within ten days after service of written notice of the suspension or revocation on the permittee. The filing of any appeal shall not stay any action to correct any violation of the permittee which may be pending. Any appeal shall be in writing and shall set forth fully the grounds upon which the appeal is based. The city manager shall determine the appeal based on the writings. The city manager shall send notice of his or her decision to the permittee within thirty days of receipt of all of the written materials required by the city manager. The city manager's decision shall be final.

5.04.120 - License tax—How and when payable.

All license fees payable under this chapter shall be due and payable in full as follows:

- A. Annual licenses: In advance on the first day of July.

- B. Quarterly license taxes: In advance on the first day of January, April, July and October of each year.
- C. Monthly licenses: On the first day of each and every month in advance.
- D. Daily licenses: In advance each day.

5.04.130 - Penalty for failure to pay tax when due.

For failure to pay a license tax when due, the city clerk shall add a penalty of twenty-five percent of the license tax on the last day of the month after the due date thereof and the penalty and license tax shall bear interest from and after the due date until paid at the rate of twenty-five percent for each month delinquent thereafter providing that the amount of any penalty shall in no event exceed one hundred percent of the amount of the license tax due.

5.04.140 – License taxes - Rates

- A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annual, per event, daily, and/or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
Administrative office	\$100.00 annually.
Apartments/rental property	\$65.00 plus \$5.00 for each after 4 units.
Arts and/or crafts fair	\$10.00 per booth/stall.
Barber shop/beauty salon	\$65.00 per owner and non-employee operator.
Billboard Structures within the city	\$150.00 annually per structure.
Christmas tree lot sales operations	\$40.00 per day. All structures and electrical permit requirements are inspected and approval by the building department and all fire code requirements approved by the fire department. Planning department approval requirement.
Circus/carnival	\$450.00 for 5 days or less.
Commercial solicitors/peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers must comply with the conditions described in municipal code Chapter 5.32.

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000.00 for public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the city of McFarland. The permit must be in possession of the person performing the work and available for inspection on demand.
Exhibitions (i.e. car show)	\$10.00 per vehicle, per day.
Family child care over 8 children	\$100.00 annually plus home occupation permit required and approved by the planning department and permit from the state of California to operate. See Res. No. 2014-0201 for fee.
Family child care of 8 or less children	Health and Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.
Farmers market	\$10.00 per booth/stall.
Non-Food Mobile Vendor – Municipal Code Chapter 5.44	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Liability insurance required, see municipal code Section 5.44.020. Must comply with the additional conditions described in municipal code Chapter 5.32.
Food vending vehicles — Municipal code Chapter 5.44	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required, see municipal code Section 5.44.020. Must comply with the additional conditions described in municipal code Chapter 5.32.
Fortunetelling, palmist, clairvoyant	\$500.00 annually, plus investigation filing fee of \$500.00, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in municipal code Chapter 5.28.
Hotel, motel, lodging houses	\$65.00 annually, plus \$5.00 per room after 4.
Ice cream vending vehicle	\$200.00 Annually, \$90.00 for background check required on owner/operator, \$25.00 for each vehicle inspection, and live scan

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
	required on each owner/operator. Must present a valid Kern County Environmental Health Permit. Liability insurance required see municipal code Section 5.44.060. Must comply with additional conditions described in municipal code Chapter 5.32.
Itinerant vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors/peddlers/itinerant vendors must comply with the conditions described in Municipal Code Chapter 5.32.
Interpreter	\$65.00 annually.
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.
Spas-medi/pedi	\$65.00 per owner and non-employee operator.
Taxi-cab	\$65.00 per vehicle. \$90.00 for background check required on each owner/driver, \$25.00 for each vehicle inspection, and live scan required on each owner/driver. Must also comply with all requirements stated in municipal code Chapter 5.52.
Duplicate (lost or damaged business license) — Municipal code Section 5.04.100	\$15.00
Change location of business—Municipal code Section 5.04.090	\$15.00

B. Every person who engages in any business within the city except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon gross receipts at the rates to be calculated to the nearest cent as set forth below:

City of McFarland
License Fee Schedule
Annual Gross Receipts

1. Base fee on all business license: Fifteen dollars.
2. California state fee on all business license: Four dollars. May be revised by state of California.

For the sales and service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001.00	\$50,000.00	\$75.00
\$50,001.00	\$75,000.00	\$100.00
\$75,001.00	\$100,000.00	\$125.00
\$100,001.00	\$175,000.00	\$150.00
\$175,001.00	\$250,000.00	\$175.00
\$250,001.00	\$500,000.00	\$225.00
\$500,001.00	\$750,000.00	\$300.00
\$750,001.00	\$1,000,000.00	\$450.00
\$1,000,001.00	\$1,500,000.00	\$500.00
\$1,500,001.00	\$2,000,000.00	\$600.00
\$2,000,001.00	\$3,000,000.00	\$700.00
\$3,000,001.00	\$4,000,000.00	\$800.00
\$4,000,001.00	\$5,000,000.00	\$900.00
\$5,000,001.00	\$10,000,000.00	\$1,000.00
\$10,000,001.00	and up	\$2,000.00

Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the city of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months.

C. The business license tax and gross receipts may be modified from time to time by city council resolution.

5.04.150 - Vehicle deliveries.

Every person not having a fixed place of business within the city who is not subject to the provisions of Section 5.04.140, who delivers goods, wares or merchandise of any kind by vehicles in the city or who provides any service by the use of vehicles in the city shall pay a license tax of one hundred fifty dollars per year.

5.04.160 - Other outside businesses—No fixed location.

Every person not having a fixed place of business within the city who engages in business within the city and is not subject to the provisions of Sections 5.04.140 or 5.04.150, shall pay a license tax of one hundred fifty dollars per year.

5.04.170 - Other outside businesses—Fixed location.

Every person who engages in business at a fixed place of business within the city and is not subject to the provisions of Section 5.04.140 shall pay an annual license tax of fifty dollars.

5.04.180 - Proration.

Whenever a business shall be first commenced during the year or any quarter thereof, the license tax shall be prorated for the months remaining in the license period after the first day of the month in which the business is commenced. Provided, however, that there shall be no proration of daily licenses and there shall be no proration of licenses for any person who does not have an established place of business in the city and provided further, that the minimum license fee under any proration shall be fifteen dollars.

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.

5.04.200 - Enforcement.

It shall be the duty of the city clerk of the city and he is by the ordinance codified in this section directed to enforce each and all of the provisions of this chapter, and the chief of police shall render such assistance in the enforcement of this chapter as may from time to time be required by the city clerk or the city council. The city clerk in the exercise of the duties imposed upon him under this chapter shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. The city clerk and each and all of his assistants and any police officer shall have the power and authority to enter, free of charge, and at any reasonable time, any place of business required to be licensed in this chapter, and demand an exhibition of its license. Any person having such license theretofore issued, in his possession or under his control, who wilfully fails to exhibit the same on demand shall be guilty of a misdemeanor and subject to the penalties provided by this chapter.

It shall be the duty of the city clerk to cause a complaint to be filed against any and all persons found to be violating any of the provisions of this chapter.

5.04.210 - Revocation.

The city manager or his designee may revoke a business license if the business should be registered with the board of equalization and collecting and forwarding the sales tax accordingly but fails to do so.

5.04.220 - Error by city not to prevent collection of due and payable tax.

In no case shall any mistake made by the director in stating the amount of a license tax prevent or prejudice the collection by the city of what shall be actually due from any carrying on a business subject to a license tax under this chapter.

5.04.230 - Statements and records—Auditing—Examination.

- A. No statements shall be conclusive as to the matters set forth therein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable hereunder. Such statement and each of the several items therein contained shall be subject to audit and verification by the collector, his deputies, or authorized employees of the city, who are hereby authorized to examine, audit, and inspect such books and records of any certificate holder or applicant for business tax certificate, as may be necessary in their judgment to verify or ascertain the amount of business tax due.
- B. All persons subject to the provisions of this chapter shall keep complete records of business transactions, including sales, receipts, purchases, and other expenditures, and shall retain all such records for examination by the collector. Such records shall be maintained for a period of at least five years. No person required to keep records under this section shall refuse to allow authorized representatives of the collector to examine the records at reasonable times and places.

5.04.240 - Information confidential.

- A. It is unlawful for the collector or any person having an administrative duty under the provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a business tax certificate, or pay a business tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person. Provided that nothing in this section shall be construed to prevent:
- B. The disclosure to, or the examination of records and equipment by, another city official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter, or collecting taxes imposed hereunder;

- C. The disclosure of information to, or the examination of records by, federal or state officials, or the tax officials of another city or county, or city and county, if a reciprocal arrangement exists, or to a grand jury or court of law, upon subpoena;
- D. The disclosure of information and results of examination of records of particular taxpayers, or relating to particular taxpayers, to a court of law in a proceeding brought to determine the existence or amount of any business tax liability of the particular taxpayers of the city;
- E. The disclosure after the filing of a written request to that effect, to the taxpayer himself, or to his successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of information as to the items included in the measure of any paid tax, any unpaid tax or amounts of tax required to be collected, interest and penalties; further provided, however, that the city attorney approves each such disclosure and that the collector may refuse to make any disclosure referred to in this paragraph when in his opinion the public interest would suffer thereby;
- F. The disclosure of the names and addresses of persons to whom business tax certificates have been issued, and the general type or nature of their business;
- G. The disclosure by way of public meeting or otherwise of such information as may be necessary to the city council in order to permit it to be fully advised as to the facts when a taxpayer files a claim for refund of business taxes, or submits an offer of compromise with regard to a claim asserted against him by the city for business taxes, or when acting upon any other matter;
- H. The disclosure of general statistics regarding taxes collected or business done in the city;
- I. The disclosure of information and examination of records of any business tax certificate holder who is a litigant in any lawsuit involving the city and such information is relevant to the issues in such lawsuit.

5.04.250 - Failure to file statement or corrected statement.

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the collector he fails to file a corrected statement, or if any person subject to the tax imposed by this chapter fails to apply for a business tax certificate, the collector may determine the amount of business tax due from such person by means of such information as he may be able to obtain. In case of failure to apply for a business tax certificate, a twenty-five percent penalty shall be added to the tax due. If the collector is not satisfied with the information supplied in statements or applications filed, he may determine the amount of any business tax due by means of any information he may be able to obtain. If such a determination is made the collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States Post Office at McFarland, California, postage prepaid, addressed to the person so assessed at his last known address. Such person may, within fifteen days after the mailing or serving of such notice, make application in writing to the collector for a hearing on the amount of the business tax. If such application is made, the collector shall cause the matter to be set for hearing within thirty days before the city council. The collector shall give at least ten days' notice to such person of the time and place of hearing in the manner prescribed above for serving notices of assessment. The council shall consider all evidence produced, and shall make findings thereon, which shall be final. Notice of such findings shall be served upon the applicant in the manner prescribed above for serving notices of assessment.

5.04.260 - Amount to be paid fixed by chapter.

The amount of licenses taxes to be paid to the city by any person engaged in or carrying on any profession, trade, calling, occupation or business hereinafter designated is hereby fixed and established by separate resolution from time to time by the city council. Such license tax shall be paid by every person engaged in carrying on or maintaining any such profession, trade, occupation, calling or business in the city.

5.04.270 - License tax a debt.

The amount of any license tax and penalty and interest imposed by this chapter shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction for the amount of any delinquent license tax and penalties and interest.

5.04.280 - Remedies cumulative.

All remedies prescribed under this chapter shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

5.04.290 - Penalty for violation.

Any person violating any of the provisions of this chapter or knowingly or intentionally misrepresenting to any officer or employee of the city any material fact in procuring the license or permit provided for in this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.