



MCFARLAND CITY COUNCIL

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

Regular Meeting Notice and Agenda

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

Thursday, November 30, 2023
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARIA PEREZ, *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

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

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting or 4 hours prior for special meetings.

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

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano

Council Member/Board Member, Amador Ayon

Council Member/Board Member, Anita Gonzalez

Council Member/Board Member, Maria T. Pérez

INVOCATION:

PLEDGE OF ALLEGIANCE

APPROVE AGENDA AS TO FORM

FEATURED PET:

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

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Recognition honoring Senator Shannon Grove for her leadership in the passage of Senate Bill 14 (SB14)
2. National Homeless Youth Awareness Month Proclamation
3. Recognition presented to Lori W, Shultz Director of Child Welfare & Attendance, McFarland Unified School District

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.

DEPARTMENTAL REPORTS

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

4. Approval of Expense Report in the Amount of \$281,749.09 from 11/1/2023 to 11/17/2023
5. Approval of October 26, 2023 Regular Meeting Minutes
6. Approval of November 09, 2023 Special Meeting Minutes
7. Approval of November 09, 2023 Regular Meeting Minutes
8. Approval of Resolution No. 2023- 138 A Resolution of the City Council of the City of McFarland, California Authorizing the Investment of Monies in the Local Agency Investment Fund (LAIF)

9. Approval of Resolution No.2023- 143 A Resolution of the City Council of the City of McFarland, California approving funds from the City's General Fund to fund a stipend for the City's livescan operator

PUBLIC HEARINGS

ADMINISTRATIVE AGENDA

10. Approval of Resolution No. 2023- 142 A Resolution of the City Council of the City of McFarland, California approving funds from the City's Community Grant Program to the McFarland Family Resource Center
11. Approval of Resolution No. 2023-144 A Resolution of the City Council of the City of McFarland, California (1) Declaring the listed property as surplus, and (2) and approving the sale or disposal of such surplus property
12. Approval of Resolution No. 2023- 141 A Resolution of the City Council of the City of McFarland, California resolving its intention to initiate procedures for establishing and implementing district-based elections
13. Approval of Resolution No. 2023-145 A Resolution of the City Council of the City of McFarland, California appropriating funds from the General Fund to transition the Police Officer Technician to Police Emergency Dispatcher
14. Approval of Resolution No. 2023-148 A Resolution of the City Council of the City of McFarland approving funds from the city's general fund for the implementation of a K9 Program for the McFarland Police Department
15. Approval of Resolution No. 2023-146 A Resolution of the City Council of the City of McFarland, California Authorizing the Creation of the Facilities Maintenance Specialist Position and Requesting a Budget Adjustment to the Facilities Maintenance Division of the General Fund
16. Approval of Resolution No. 2023- 147 A Resolution of the City Council of the City of McFarland, California Authorizing Title VI program update to comply with federal statutory and administrative requirements
17. Approval of Resolution No. 2023-139 A Resolution of the City Council of the City of McFarland, California Authorizing the City Manager to Enter into Agreement with Hinderliter, de Llamas, and Associates for Measure M Services
18. Approval of Resolution No. 2023-140 A Resolution of the City Council of the City of McFarland, California Authorizing Examination of Records by Hinderliter, de Llamas and Associates

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

19. Kern Council of Governments (KCOG)
20. Kern Economic Development Corp. (KEDC)
21. Kern Local Agency Formation Commission (LAFCO)

22. Delano Mosquito Abatement District (DMAD)
23. Poso Creek (IRWMP)
24. San Joaquin Valley Air Pollution Control District (SJV)
25. Public Policy and Finance Committee
26. Public Safety Committee
27. Quality of Life Committee
28. Cannabis Committee

COUNCIL STATEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

29. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)Property: APN 060-050-24
Agency Negotiators: Paul Saldana and Diego Viramontes
Negotiating Parties: San Joaquin Renewables LLC
Under Negotiation: Terms, price, and conditions of sale
30. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation - Significant exposure to litigation pursuant to Government Code §54956.9(b): Two Cases
31. THREAT TO PUBLIC SERVICES OR FACILITIES (§ 54957): Consultation with Mayor and Legal Counsel

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on November 27, 2023.

Francisca Alvarado
Francisca Alvarado, City Clerk

Kenny Williams
Kenneth Williams, City Manager

Next Meeting: Regular City Council December 14, 2023.

NOTICE TO THE PUBLIC: Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 401 W. Kern Ave. McFarland, CA 93250. Any items distributed to the City Council after posting of the Agenda Packet will be available for inspection at the Office of the City Clerk at City Hall. If you would

like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (661) 792-3091 ext 2135.

CITY OF MCFARLAND

Office of Mayor Saul Ayon

Recognition

Honoring

Senator Shannon Grove

For Her Leadership in the Passage of Senate Bill 14 (SB14)

WHEREAS, the City Council of the City of McFarland acknowledges the critical need to protect our community's most vulnerable, especially children, from the heinous crime of child trafficking; and

WHEREAS, Senator Shannon Grove has exemplified leadership and dedication in public service, particularly in championing the passage of Senate Bill 14 (SB14), a critical legislation enhancing penalties for child trafficking; and

WHEREAS, SB14, a testament to Senator Grove's commitment, significantly advances California's efforts in safeguarding children, classifying child trafficking as a serious offense and providing essential support for victims; and

WHEREAS, the City Council of the City of McFarland deeply appreciates Senator Grove's relentless efforts in tackling child trafficking and her commitment to protecting our community's most vulnerable;

NOW, THEREFORE, Be It Resolved, that the City Council of the City of McFarland hereby presents this Certificate of Recognition to Senator Shannon Grove for her outstanding leadership in the enhancement of SB14, and her unwavering dedication to the safety and well-being of children.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the City of McFarland, California, this 30th day of November 2023.



Mayor, Saul Ayon
Vice Mayor, Ricardo Cano
Councilmember, Amador Ayon
Councilmember, María T. Pérez
Councilmember, Anita Gonzalez





Proclamation

Whereas, this proclamation proclaims the month of November 2023 as California Runaway and Homeless Youth Prevention Month; and

Whereas, we recognize the need for individuals, schools, communities, businesses, local governments, and the state to take action on behalf of runaway and homeless youth in California; and

Whereas, each year, an estimated 4.2 million youth and young adults experience homelessness in the United States, 700,000 of which are unaccompanied minors—meaning they are not part of a family or accompanied by a parent or guardian; and

Whereas, the goal of National Homeless Youth Awareness Month is to encourage discussion pertaining to supportive strategies to end homelessness among students, parents, district employees, and community members and a time to advocate on behalf of our young people in need and share resources to support this critical issue; and

Whereas, the need to raise public awareness to campaigns designed to “shine a light” on the experiences of youth who have run away and youth who have experienced homelessness that too often remain invisible; and

Whereas, resources can be limited it is critical to have special people such as Director of Child Welfare & Attendance, MUSD Lori W. Shultz and organizations such as 2-1-1 that are instrumental in linking students and young youth to necessary resources. Please call 211 24- hours a day 7 days



a week to get referrals to help resources such as food, clothing, childcare, including temporary shelter like motel costs; and

Now, Therefore, I Saul Ayon, Mayor of the City of McFarland, on behalf of the City Council, do hereby proclaim the month of November 2023 to be California Runaway and Homeless Youth Prevention Month in the City of McFarland.

Under my hand and seal this 30th day of November 2023.

Saul Ayon, City of McFarland Mayor

CITY OF MCFARLAND

Office of Mayor Saul Ayon

Recognition

Presented to

Lori W. Schultz

Director of Child Welfare & Attendance, McFarland Unified School District

WHEREAS, Lori W. Schultz has shown exceptional dedication and commitment in her role as Director of Child Welfare & Attendance for the McFarland Unified School District; and

WHEREAS, under her leadership, significant strides have been made in identifying homeless youth and students in need within the district; and

WHEREAS, her efforts have been instrumental in linking these students to necessary resources, ensuring they have access to basic educational necessities such as backpacks, school clothes, and supplies; and

WHEREAS, her actions have demonstrated a deep commitment to the educational and personal well-being of every student, embodying the spirit of community service and care;

NOW, THEREFORE, Be It Resolved, that the City Council of the City of McFarland, on behalf of its citizens, hereby recognizes and honors Lori W. Schultz for her outstanding dedication and service to the youth of our community.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the City of McFarland, California, this 30th day of November 2023.



Mayor, Saul Ayon
Vice Mayor, Ricardo Cano
Councilmember, Amador Ayon
Councilmember, María T. Pérez
Councilmember, Anita Gonzalez





City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OLM100 - Adrian Olmos					
Adrian Olmos	INV0025226	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor OLM100 - Adrian Olmos Total:					750.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	INV 0173810	11/14/2023	INV 0173810 Service Console ...	01-130-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: AC&MC - American Casting and Manufacturing Corporation					
American Casting and Manufa...	INV 362300	11/06/2023	INV 362300 Water Meter ID T...	32-510-57400-0000-1	643.01
American Casting and Manufa...	INV 364310	11/14/2023	INV 364310 Water Meter Tags...	32-510-57400-0000-1	417.03
Vendor AC&MC - American Casting and Manufacturing Corporation Total:					1,060.04
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0025194	11/02/2023	American Fidelity Accident 1	01-22800-0000-1	27.64
American Fidelity	INV0025195	11/02/2023	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0025196	11/02/2023	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0025197	11/02/2023	Life 1	01-22900-0000-1	36.41
American Fidelity	INV0025198	11/02/2023	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0025213	11/02/2023	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					259.97
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 21618	11/06/2023	INV 21618 Monthly Services C...	01-130-52200-0000-1	3,600.00
Vendor American Office Solu - American Office Solutions, LLC Total:					3,600.00
Vendor: APM - American Prodcus Manufacturing					
American Prodcus Manufactur...	INV 17673	11/06/2023	INV 17673 HP Printer Ink 10/3...	01-130-57200-0000-1	253.08
American Prodcus Manufactur...	INV 17673	11/06/2023	INV 17673 HP Printer Ink 10/3...	30-500-57200-0000-1	253.08
American Prodcus Manufactur...	INV 17673	11/06/2023	INV 17673 HP Printer Ink 10/3...	31-505-57200-0000-1	253.08
American Prodcus Manufactur...	INV 17673	11/06/2023	INV 17673 HP Printer Ink 10/3...	32-510-57200-0000-1	253.08
Vendor APM - American Prodcus Manufacturing Total:					1,012.32
Vendor: GAL 100-149 - Andrew Galvan					
Andrew Galvan	INV0025229	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor GAL 100-149 - Andrew Galvan Total:					750.00
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	Inv. 286986	11/06/2023	Inv. 286986 Unit 45 - Oil Chan...	01-150-56600-0000-1	74.52
Vendor Arredondo Automotive - Arredondo Automotive Group Total:					74.52
Vendor: Auto Zone - Auto Zone					
Auto Zone	Inv. 6270759025	11/06/2023	Inv. 6270759025 Zip Ties for ...	01-150-57400-0000-1	33.69
Auto Zone	INV 2829891883	11/14/2023	INV 2829891883 Duralast The...	32-510-56600-0000-1	15.14
Auto Zone	INV 6270753636	11/14/2023	INV 6270753636 Veh. #8 Batt...	32-510-56600-0000-1	76.20
Auto Zone	INV 6270761010	11/14/2023	INV 6270761010 Vapor Can So...	32-510-56600-0000-1	24.89
Vendor Auto Zone - Auto Zone Total:					149.92
Vendor: Berchtold Equipment - Berchtold Equipment					
Berchtold Equipment	INV W06222	11/06/2023	INV W06222 Tractor Repair	01-180-56600-0000-1	330.00
Vendor Berchtold Equipment - Berchtold Equipment Total:					330.00
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	Inv No 23-240	11/01/2023	Inv No 23-240 - Elmo Hwy Me...	01-140-56000-8449-1	395.00
BHT Engineering, Inc.	Inv No 23-364	11/01/2023	Inv No 23-364 - Tract 7214	01-140-56000-8150-1	2,734.00
BHT Engineering, Inc.	Inv No. 23-267	11/01/2023	Inv No. 23-267 - Superior Stati...	01-140-56000-8474-1	645.00
BHT Engineering, Inc.	Inv No. 23-321	11/01/2023	Inv No. 23-321 - Tract 7394	01-140-56000-8472-1	2,590.00
BHT Engineering, Inc.	Inv No. 23-365	11/01/2023	Inv No. 23-365 - PM 23-01	01-140-56000-8474-1	1,115.50
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					7,479.50
Vendor: bootbarn - Boot Barn					
Boot Barn	INV00308270	11/06/2023	FY23-24 BOOT BARN - GUERR...	01-180-51800-0000-1	146.13

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Boot Barn	INV00308271	11/06/2023	FY23-24 BOOT BARN - ROBLES...	32-510-51800-0000-1	200.00
Boot Barn	INV00308272	11/06/2023	FY23-24 BOOT BARN - CORDO...	32-510-51800-0000-1	200.00
Boot Barn	INV00302786	11/06/2023	FY23-24 BOOT BARN - TELLEZ...	01-180-51800-0000-1	200.00
Boot Barn	INV00308273	11/06/2023	FY23-24 BOOT BARN - POP, A...	30-500-51800-0000-1	146.13
Boot Barn	INV00308274	11/06/2023	FY23-24 BOOT BARN - BRAUD...	32-510-51800-0000-1	184.01
Boot Barn	INV00308275	11/06/2023	FY23-24 BOOT BARN - DOMI...	32-510-51800-0000-1	194.84
Boot Barn	INV00308277	11/06/2023	FY23-24 BOOT BARN - CRUZ,EL...	20-200-51800-0000-1	199.71
Boot Barn	INV00308278	11/06/2023	FY23-24 BOOT BARN - MEDIN...	30-500-51800-0000-1	200.00
Boot Barn	INV00308279	11/06/2023	FY23-24 BOOT BARN - GOMEZ...	32-510-51800-0000-1	200.00
Vendor bootbarn - Boot Barn Total:					1,870.82
Vendor: Brandon Shankle - Brandon Shankle					
Brandon Shankle	INV0025228	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor Brandon Shankle - Brandon Shankle Total:					750.00
Vendor: BRIANKNOX - Brian Knox					
Brian Knox	INV0025245	11/14/2023	2023 Tuition Reimbursement	01-150-55150-0000-1	3,058.80
Vendor BRIANKNOX - Brian Knox Total:					3,058.80
Vendor: CA Department of Jus - CA Department of Justice					
CA Department of Justice	Inv. 681388	11/01/2023	Inv. 681388 Live Scan - Mobile..	01-100-41100-0000-1	32.00
CA Department of Justice	Inv. 681388	11/01/2023	Inv. 681388 Live Scan - PD	01-150-56000-2319-1	83.00
CA Department of Justice	Inv. 681388	11/01/2023	Inv. 681388 Live Scan - Public...	32-510-56000-0000-1	96.00
CA Department of Justice	Inv. 688440	11/01/2023	Inv. 688440 Live Scan - PD	01-150-56000-2319-1	49.00
Vendor CA Department of Jus - CA Department of Justice Total:					260.00
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 85582	11/06/2023	INV 85582 Sewer Master Plan	30-500-56000-7820-1	19,797.71
Vendor Cannon - Cannon Corporation Total:					19,797.71
Vendor: HAN100-112 - Charles Hankins II					
Charles Hankins II	INV0025236	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor HAN100-112 - Charles Hankins II Total:					750.00
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4172171353	11/06/2023	INV 4172171353 Cintas	01-180-51800-0000-1	97.27
Cintas Corporation No.3	INV 4172171353	11/06/2023	INV 4172171353 Cintas	20-200-51800-0000-1	10.57
Cintas Corporation No.3	INV 4172171353	11/06/2023	INV 4172171353 Cintas	30-500-51800-0000-1	52.86
Cintas Corporation No.3	INV 4172171353	11/06/2023	INV 4172171353 Cintas	32-510-51800-0000-1	50.75
Cintas Corporation No.3	INV 4172872713	11/06/2023	INV 4172872713 Cintas	01-180-51800-0000-1	97.27
Cintas Corporation No.3	INV 4172872713	11/06/2023	INV 4172872713 Cintas	20-200-51800-0000-1	10.57
Cintas Corporation No.3	INV 4172872713	11/06/2023	INV 4172872713 Cintas	30-500-51800-0000-1	52.86
Cintas Corporation No.3	INV 4172872713	11/06/2023	INV 4172872713 Cintas	32-510-51800-0000-1	50.75
Cintas Corporation No.3	Inv. 5182423901	11/06/2023	Inv. 5182423901 - AED PD	01-150-56000-2319-1	105.62
Vendor Cintas - Cintas Corporation No.3 Total:					528.52
Vendor: Cofer & Oberlies - Cofer & Oberlies					
Cofer & Oberlies	INV 99156	11/07/2023	INV 99156 Repair Building Ma...	01-190-57400-0000-1	450.00
Vendor Cofer & Oberlies - Cofer & Oberlies Total:					450.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV T779100	11/06/2023	INV T779100 Supplies	32-510-57400-0000-1	287.49
Vendor Core & Main LP - Core & Main LP Total:					287.49
Vendor: Daniels Tire Service - Daniels Tire Service					
Daniels Tire Service	Inv. 240169889	11/06/2023	Inv. 240169889 1 Tires # 52	01-150-56600-0000-1	189.89
Daniels Tire Service	Inv. 240170202	11/06/2023	Inv. 240170202 1 Tires # 52	01-150-56600-0000-1	195.79
Vendor Daniels Tire Service - Daniels Tire Service Total:					385.68
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	Inv No. 23-00932	11/01/2023	Inv No. 23-00932	01-140-56000-8472-1	226.50
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					226.50
Vendor: EDD - EDD					
EDD	INV0025217	11/02/2023	State Income Tax Withholding	01-22200-0000-1	2,223.26
EDD	INV0025217	11/02/2023	State Income Tax Withholding	30-22200-0000-1	5.95
EDD	INV0025217	11/02/2023	State Income Tax Withholding	32-22200-0000-1	5.97
EDD	INV0025218	11/02/2023	SDI - State Disability Insurance	01-22200-0000-1	606.93

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0025218	11/02/2023	SDI - State Disability Insurance	30-22200-0000-1	2.12
EDD	INV0025218	11/02/2023	SDI - State Disability Insurance	32-22200-0000-1	2.13
EDD	INV0025219	11/02/2023	State Unemployment Insuran...	01-22250-0000-1	53.99
EDD	INV0025220	11/02/2023	Employment Training Tax	01-22275-0000-1	1.35
EDD	INV0025243	11/09/2023	SDI - State Disability Insurance	01-22200-0000-1	67.54
Vendor EDD - EDD Total:					2,969.24

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0025215	11/02/2023	Federal Income Tax Withholdi...	01-22050-0000-1	4,702.30
Electronic Federal Tax Paymen...	INV0025215	11/02/2023	Federal Income Tax Withholdi...	30-22050-0000-1	18.17
Electronic Federal Tax Paymen...	INV0025215	11/02/2023	Federal Income Tax Withholdi...	32-22050-0000-1	18.17
Electronic Federal Tax Paymen...	INV0025216	11/02/2023	Social Security	01-22100-0000-1	8,486.10
Electronic Federal Tax Paymen...	INV0025216	11/02/2023	Social Security	30-22100-0000-1	29.26
Electronic Federal Tax Paymen...	INV0025216	11/02/2023	Social Security	32-22100-0000-1	29.26
Electronic Federal Tax Paymen...	INV0025221	11/02/2023	Medicare	01-22150-0000-1	1,984.60
Electronic Federal Tax Paymen...	INV0025221	11/02/2023	Medicare	30-22150-0000-1	6.84
Electronic Federal Tax Paymen...	INV0025221	11/02/2023	Medicare	32-22150-0000-1	6.86
Electronic Federal Tax Paymen...	INV0025242	11/09/2023	Social Security	01-22100-0000-1	930.58
Electronic Federal Tax Paymen...	INV0025244	11/09/2023	Medicare	01-22150-0000-1	217.64
Vendor EFTPS - Electronic Federal Tax Payment System Total:					16,429.78

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	Frontier Oct 23 66179234370...	11/06/2023	Frontier Oct 23 66179234370...	01-185-57800-0000-1	99.49
Frontier California Inc.	November 661792339107020...	11/14/2023	Frontier November 66179233...	30-500-57800-0000-1	225.54
Vendor Frontier - Frontier California Inc. Total:					325.03

Vendor: Alwa-100 - George Alwaw

George Alwaw	INV0025231	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor Alwa-100 - George Alwaw Total:					750.00

Vendor: Golden Valley Orchar - Golden Valley Orchard Supply Inc.

Golden Valley Orchard Supply ...	INV1048497	11/14/2023	INV1048497 Trench Shovels E...	01-180-56410-0000-1	72.10
Vendor Golden Valley Orchar - Golden Valley Orchard Supply Inc. Total:					72.10

Vendor: gotocom - GoTo Communications Inc

GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-105-57800-0000-1	8.60
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-110-57800-0000-1	26.90
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-115-57800-0000-1	30.12
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-140-57800-0000-1	30.12
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-150-57800-0000-1	258.12
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-155-57800-0000-1	8.61
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-160-57800-0000-1	8.60
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-165-57800-0000-1	24.31
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-175-57800-0000-1	30.12
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	01-180-57800-0000-1	35.90
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	20-200-57800-0000-1	0.66
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	30-500-57800-0000-1	153.39
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	31-505-57800-0000-1	63.47
GoTo Communications Inc	INV7102379556	11/06/2023	INV7102379556 GoTo Monthl...	32-510-57800-0000-1	138.54
Vendor gotocom - GoTo Communications Inc Total:					817.46

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 836573	11/06/2023	INV 836573 WD40 12oz Spray	32-510-57400-0000-1	20.55
Granite Auto Parts Inc	INV 836652	11/06/2023	INV 836652 Star Tamprf 4DR	32-510-57400-0000-1	3.54
Granite Auto Parts Inc	INV 837172	11/06/2023	INV 837172 Hose Clamp	32-510-57400-0000-1	7.92
Granite Auto Parts Inc	INV 837175	11/06/2023	INV 837175 Fittings	32-510-57400-0000-1	4.57
Granite Auto Parts Inc	INV 834220	11/07/2023	INV 834220 Hose	30-500-56430-0000-1	4.76
Granite Auto Parts Inc	INV 835103	11/07/2023	INV 835103 Vehicle Maintena...	30-500-56410-0000-1	182.82
Granite Auto Parts Inc	INV 835125	11/07/2023	INV 835125 Chain Cable	30-500-56410-0000-1	144.90
Granite Auto Parts Inc	INV 836540	11/07/2023	INV 836540 Welding Lens Spin...	01-180-56600-0000-1	125.92
Granite Auto Parts Inc	INV 836699	11/07/2023	INV 836699 Boots	32-510-57400-0000-1	47.52
Granite Auto Parts Inc	INV 836791	11/07/2023	INV 836791 Inspected Installe...	20-200-57400-0000-1	311.41
Granite Auto Parts Inc	INV 836792	11/07/2023	INV 836792 Inspected Installe...	20-200-57400-0000-1	167.01

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Granite Auto Parts Inc	INV 836793	11/07/2023	INV 836793 Inspection and Ins...	20-200-57400-0000-1	165.23
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					1,186.15

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-105-54000-0000-1	2.91
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-110-54000-0000-1	19.53
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-115-54000-0000-1	17.99
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-140-54000-0000-1	2.91
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-150-54000-0000-1	1,122.50
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-155-54000-0000-1	44.89
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-160-54000-0000-1	14.91
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-175-54000-0000-1	1.54
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	01-180-54000-0000-1	179.57
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	20-200-54000-0000-1	59.80
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	30-500-54000-0000-1	112.23
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	32-510-54000-0000-1	44.89
Gregs Petroleum	INV 418343	11/06/2023	Fuel INV 418343 10/31/23	34-520-54000-0000-1	89.78
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-105-54000-0000-1	3.23
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-110-54000-0000-1	21.64
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-115-54000-0000-1	19.93
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-140-54000-0000-1	3.23
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-150-54000-0000-1	1,243.73
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-155-54000-0000-1	49.74
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-160-54000-0000-1	16.52
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-175-54000-0000-1	1.71
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	01-180-54000-0000-1	198.96
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	20-200-54000-0000-1	66.26
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	30-500-54000-0000-1	124.35
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	32-510-54000-0000-1	49.74
Gregs Petroleum	INV 417085	11/06/2023	Fuel INV 417085 10/27/23	34-520-54000-0000-1	99.48
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-105-54000-0000-1	2.39
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-110-54000-0000-1	16.03
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-115-54000-0000-1	14.76
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-140-54000-0000-1	2.39
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-150-54000-0000-1	921.19
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-155-54000-0000-1	36.84
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-160-54000-0000-1	12.23
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-175-54000-0000-1	1.27
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	01-180-54000-0000-1	147.37
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	20-200-54000-0000-1	49.08
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	30-500-54000-0000-1	92.10
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	32-510-54000-0000-1	36.84
Gregs Petroleum	Fuel INV 419253	11/14/2023	Fuel INV 419253 11/03/23	34-520-54000-0000-1	73.68
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-105-54000-0000-1	2.18
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-110-54000-0000-1	14.60
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-115-54000-0000-1	13.44
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-140-54000-0000-1	2.18
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-150-54000-0000-1	838.79
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-155-54000-0000-1	33.55
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-160-54000-0000-1	11.14
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-175-54000-0000-1	1.15
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	01-180-54000-0000-1	134.19
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	20-200-54000-0000-1	44.69
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	30-500-54000-0000-1	83.87
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	32-510-54000-0000-1	33.55
Gregs Petroleum	Fuel INV 419609	11/14/2023	Fuel INV 419609 11/07/23	34-520-54000-0000-1	67.09

Vendor Gregs Petroleum - Gregs Petroleum Total: 6,298.56**Vendor: Haaker Equipment Co. - Haaker Equipment Co.**

Haaker Equipment Co.	INV W5A09U	11/06/2023	INV W5A09U Vehicle Mainten...	30-500-56600-0000-1	7,831.83
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					7,831.83

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HDS WHITE CAP - HDS WHITE CAP					
HDS WHITE CAP	Receipt 55904535	11/07/2023	Receipt 55904535 Supplies	01-190-57400-0000-1	103.24
Vendor HDS WHITE CAP - HDS WHITE CAP Total:					103.24
Vendor: HB - Hector Barroga II					
Hector Barroga II	INV0025142	10/25/2023	2023 Trunk or Treat - Games ...	01-150-53500-8620-1	235.00
Vendor HB - Hector Barroga II Total:					235.00
Vendor: Home Depot - Home Depot					
Home Depot	HC CC# 2532 11.01.23	11/06/2023	HC CC# 2532 11.01.23 Supplies	01-180-57400-0000-1	150.25
Home Depot	HD CC #2532 10.06.23	11/06/2023	HD CC #2532 10.06.23 Water ...	32-510-57400-0000-1	516.57
Home Depot	HD CC# 2532 11.01.23	11/06/2023	HD CC# 2532 11.01.23 Streets	01-180-57400-0000-1	81.05
Home Depot	HD CC#2532	11/06/2023	HD CC#2532 10.26.23 City Hall	01-190-57400-0000-1	1,157.98
Home Depot	HD CC#2532 10.25.23	11/06/2023	HD CC#2532 10.25.23 City Hall	01-190-57400-0000-1	1,194.95
Home Depot	HD CC# 2532 10.27.23	11/07/2023	HD CC# 2532 10.27.23 LLM Su...	20-200-57400-0000-1	181.56
Home Depot	HD CC# 2532 Order #WM500...	11/07/2023	HD CC# 2532 Order #WM500...	32-510-57400-0000-1	754.50
Home Depot	HD CC#2532 10.26.23	11/07/2023	HD CC#2532 10.26.23 LLM	20-200-57400-0000-1	145.77
Home Depot	HD CC#2532 10.30.23	11/07/2023	HD CC#2532 10.30.23 Supplies	01-185-56400-0000-1	352.77
Home Depot	Home Depot CC #2532	11/07/2023	Home Depot CC #2532 08.23....	20-200-57400-0000-1	116.46
Home Depot	Home Depot CC #2532 08.01....	11/07/2023	Home Depot CC #2532 08.01....	01-180-57400-0000-1	349.01
Home Depot	Home Depot CC #2532 08.02....	11/07/2023	Home Depot CC #2532 08.02....	32-510-56400-0000-1	198.87
Home Depot	Home Depot CC #2532 08.22....	11/07/2023	Home Depot CC #2532 08.22....	01-180-57400-0000-1	170.24
Home Depot	Home Depot CC #2532 08.24....	11/07/2023	Home Depot CC #2532 08.24....	01-180-56500-0000-1	196.57
Vendor Home Depot - Home Depot Total:					5,566.55
Vendor: Information Technolo - Information Technology					
Information Technology	Inv. 1160-06983	11/06/2023	Inv. 1160-06983 CJIS Access Li...	01-150-57800-0000-1	420.00
Vendor Information Technolo - Information Technology Total:					420.00
Vendor: Jim Burke - Jim Burke					
Jim Burke	Inv. 737089	11/06/2023	Inv. 737089 Unit 46 Brake Pad...	01-150-56600-0000-1	849.48
Jim Burke	Inv. 737286	11/06/2023	Inv. 737286 Unit 43 Brake Pad...	01-150-56600-0000-1	1,664.82
Vendor Jim Burke - Jim Burke Total:					2,514.30
Vendor: John Hancock - John Hancock					
John Hancock	INV0025192	11/02/2023	401K - Employer	01-20800-0000-1	3,955.31
John Hancock	INV0025192	11/02/2023	401K - Employer	30-20800-0000-1	21.12
John Hancock	INV0025192	11/02/2023	401K - Employer	32-20800-0000-1	21.13
John Hancock	INV0025193	11/02/2023	401K - Employee	01-20800-0000-1	2,988.32
John Hancock	INV0025200	11/02/2023	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0025201	11/02/2023	401k Contribution	01-20800-0000-1	306.37
John Hancock	INV0025202	11/02/2023	401k Contribution	01-20800-0000-1	347.28
John Hancock	INV0025203	11/02/2023	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0025204	11/02/2023	401k Contribution	01-20800-0000-1	297.28
John Hancock	INV0025205	11/02/2023	401k Contribution	01-20800-0000-1	240.72
John Hancock	INV0025206	11/02/2023	401k Contribution	01-20800-0000-1	603.55
John Hancock	INV0025207	11/02/2023	401k Contribution	01-20800-0000-1	264.30
John Hancock	INV0025208	11/02/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0025209	11/02/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0025210	11/02/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0025211	11/02/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0025212	11/02/2023	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0025239	11/09/2023	401K - Employer	01-20800-0000-1	701.80
John Hancock	INV0025240	11/09/2023	401K - Employee	01-20800-0000-1	450.28
Vendor John Hancock - John Hancock Total:					12,471.45
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	INV 018993	11/07/2023	INV 018993 Check Brakes and...	32-510-56600-0000-1	440.61
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					440.61
Vendor: EST150 - Juan Estrada					
Juan Estrada	INV0025232	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor EST150 - Juan Estrada Total:					750.00

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALB100-1 - Karissa Alberto					
Karissa Alberto	INV0025230	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor ALB100-1 - Karissa Alberto Total:					750.00
Vendor: Kenneth Muller - Kenneth Muller					
Kenneth Muller	INV0025233	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor Kenneth Muller - Kenneth Muller Total:					750.00
Vendor: Kern County Sheriff' - Kern County Sheriff's Office					
Kern County Sheriff's Office	INV0025214	11/02/2023	23-02951 Z Hasnain	01-22350-0000-1	736.85
Kern County Sheriff's Office	INV0025241	11/09/2023	23-02951 Z Hasnain	01-22350-0000-1	477.15
Vendor Kern County Sheriff' - Kern County Sheriff's Office Total:					1,214.00
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 15557119	11/06/2023	INV 15557119 Xerox C8155 M...	01-130-52200-0000-1	400.53
Vendor Leaf - LEAF Capital Funding LLC Total:					400.53
Vendor: LEEPESOLA - Lee Martyn Pesola					
Lee Martyn Pesola	INV0025237	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor LEEPESOLA - Lee Martyn Pesola Total:					750.00
Vendor: LEXIPOL LLC - LEXIPOL LLC					
LEXIPOL LLC	INVLEX18768	11/06/2023	INVLEX18768 Annual Local Go...	01-130-52200-0000-1	897.98
LEXIPOL LLC	INVLEX18768	11/06/2023	INVLEX18768 Annual Local Go...	30-500-52200-0000-1	1,346.96
LEXIPOL LLC	INVLEX18768	11/06/2023	INVLEX18768 Annual Local Go...	32-510-52200-0000-1	1,346.96
Vendor LEXIPOL LLC - LEXIPOL LLC Total:					3,591.90
Vendor: MB - Maria Bravo					
Maria Bravo	Moreno, Maria 09.09.23	11/06/2023	Moreno, Maria 09.09.23 Event..	01-24000-0000-1	350.00
Vendor MB - Maria Bravo Total:					350.00
Vendor: MS - Mariana Sanchez					
Mariana Sanchez	Inv 11.23.2023	11/06/2023	Translation & Interpreting Inv ...	01-105-52200-0000-1	300.00
Mariana Sanchez	Inv PROP 218	11/06/2023	Inv PROP 218 Notice Translati...	32-510-56000-0000-1	571.04
Vendor MS - Mariana Sanchez Total:					871.04
Vendor: Matthew Dewar - Matthew Dewar					
Matthew Dewar	INV0025227	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor Matthew Dewar - Matthew Dewar Total:					750.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 31635	11/07/2023	INV 31635 Transit Van Flat	34-520-56600-0000-1	20.00
McFarland Tire	INV 31697	11/07/2023	INV 31697 Water Dept	32-510-56600-0000-1	20.00
Vendor McFarland Tire - McFarland Tire Total:					40.00
Vendor: MRV Service Air Inc - MRV Service Air Inc					
MRV Service Air Inc	INV 231140	11/06/2023	INV 231140 Cancel Duct Add ...	01-185-56400-0000-1	2,250.00
MRV Service Air Inc	Inv. 232995	11/06/2023	Inv. 232995 Air Conditioner Se...	01-150-56400-0000-1	130.00
MRV Service Air Inc	INV 230045	11/07/2023	INV 230045 Thermostat, Was...	01-185-56400-0000-1	130.00
MRV Service Air Inc	INV 232996	11/07/2023	INV 232996 Professional Servi...	01-185-56400-0000-1	130.00
MRV Service Air Inc	INV 230046	11/14/2023	INV 230046 MRV Unit #2	32-510-56400-0000-1	130.00
MRV Service Air Inc	INV 230047	11/14/2023	INV 230047 MRV Vet. Hall Unit..	32-510-56400-0000-1	130.00
MRV Service Air Inc	INV 230048	11/14/2023	INV 230048 MRV Vet. Hall Unit..	32-510-56400-0000-1	130.00
MRV Service Air Inc	INV 231036	11/14/2023	INV 231036 MRV Vet. Hall Unit..	32-510-56400-0000-1	130.00
MRV Service Air Inc	INV 232995	11/14/2023	INV 232995 MRV Main Unit #1	32-510-56400-0000-1	130.00
MRV Service Air Inc	Inv. 231035	11/14/2023	Inv. 231035 Air Conditioner Se...	01-150-56400-0000-1	130.00
Vendor MRV Service Air Inc - MRV Service Air Inc Total:					3,420.00
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV 1-6123-1	11/07/2023	INV 1-6123-1 Service Call	30-500-56410-0000-1	175.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					175.00
Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.					
Nutrien Ag Solutions, Inc.	INV 52720873	11/07/2023	INV 52720873 Professional Se...	30-500-56000-7820-1	671.15
Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:					671.15
Vendor: Office Depot - Office Depot					
Office Depot	Inv. 337081534001	11/06/2023	Inv. 337081534001 Police Dep...	01-150-57200-0000-1	38.20
Office Depot	Inv. 337081534001	11/06/2023	Inv. 337081534001 Animal Co...	01-155-57200-0000-1	99.36

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	Inv. 337796655001	11/06/2023	Inv. 337796655001 Animal Co...	01-155-57200-0000-1	221.31
Vendor Office Depot - Office Depot Total:					358.87
Vendor: P & J Electric - P & J Electric					
P & J Electric	INV 8555	11/07/2023	INV 8555 Antennae, Electricia...	30-500-56000-7820-1	847.95
Vendor P & J Electric - P & J Electric Total:					847.95
Vendor: Personnel Concepts - Personnel Concepts					
Personnel Concepts	INV 9354385461	11/07/2023	INV 9354385461 CA Complian...	01-110-53200-0000-1	166.39
Vendor Personnel Concepts - Personnel Concepts Total:					166.39
Vendor: PG&E COMPANY - PG&E COMPANY					
PG&E COMPANY	PG&E October 2023	11/09/2023	7576987527-1	01-180-58000-0000-1	324.19
PG&E COMPANY	PG&E October 2023	11/09/2023	0891499733-6	01-180-58000-0000-1	89.41
PG&E COMPANY	PG&E October 2023	11/09/2023	0664171738-1	01-180-58000-0000-1	63.46
PG&E COMPANY	PG&E October 2023	11/09/2023	4453174177-3	01-180-58000-0000-1	736.60
PG&E COMPANY	PG&E October 2023	11/09/2023	2514556883-5	01-180-58000-0000-1	45.91
PG&E COMPANY	PG&E October 2023	11/09/2023	9777659623-7	01-180-58000-0000-1	10.53
PG&E COMPANY	PG&E October 2023	11/09/2023	4022268837-2	01-180-58000-0000-1	145.54
PG&E COMPANY	PG&E October 2023	11/09/2023	2012021553-6	01-180-58100-0000-1	1,023.62
PG&E COMPANY	PG&E October 2023	11/09/2023	5629608181-5	01-180-58100-0000-1	27.12
PG&E COMPANY	PG&E October 2023	11/09/2023	1601672325-2	01-180-58100-0000-1	271.60
PG&E COMPANY	PG&E October 2023	11/09/2023	4483764300-4	01-180-58100-0000-1	51.47
PG&E COMPANY	PG&E October 2023	11/09/2023	7663752590-8	01-180-58100-0000-1	25.26
PG&E COMPANY	PG&E October 2023	11/09/2023	3877090180-9	01-180-58100-0000-1	425.82
PG&E COMPANY	PG&E October 2023	11/09/2023	5568620890-5	01-180-58100-0000-1	9.82
PG&E COMPANY	PG&E October 2023	11/09/2023	0741726506-8	01-180-58100-0000-1	509.19
PG&E COMPANY	PG&E October 2023	11/09/2023	5490736244-3	01-180-58100-0000-1	12.32
PG&E COMPANY	PG&E October 2023	11/09/2023	4191871709-5	01-185-58000-0000-1	1,403.43
PG&E COMPANY	PG&E October 2023	11/09/2023	7668473786-9	01-190-58000-0000-1	3,378.72
PG&E COMPANY	PG&E October 2023	11/09/2023	7336692458-4	20-200-58100-0000-1	1,448.32
PG&E COMPANY	PG&E October 2023	11/09/2023	6372122228-7	20-200-58100-0000-1	710.72
PG&E COMPANY	PG&E October 2023	11/09/2023	5794429226-7	20-200-58100-0000-1	225.17
PG&E COMPANY	PG&E October 2023	11/09/2023	0309941756-4	20-200-58100-0000-1	254.68
PG&E COMPANY	PG&E October 2023	11/09/2023	0979037755-1	20-200-58100-0000-1	46.28
PG&E COMPANY	PG&E October 2023	11/09/2023	3047362805-2	20-200-58100-0000-1	167.78
PG&E COMPANY	PG&E October 2023	11/09/2023	5490736244-3	30-500-58000-0000-1	12.33
PG&E COMPANY	PG&E October 2023	11/09/2023	5842445837-8	30-500-58000-0000-1	218.13
PG&E COMPANY	PG&E October 2023	11/09/2023	9048125100-8	30-500-58000-0000-1	216.42
PG&E COMPANY	PG&E October 2023	11/09/2023	0425382282-1	32-510-58000-0000-1	120.09
PG&E COMPANY	PG&E October 2023	11/09/2023	7699604118-2	32-510-58000-0000-1	530.23
PG&E COMPANY	PG&E October 2023	11/09/2023	0382494192-0	32-510-58000-0000-1	10.51
PG&E COMPANY	PG&E October 2023	11/09/2023	0843084856-7	32-510-58000-0000-1	256.65
PG&E COMPANY	PG&E October 2023	11/09/2023	2687153110-4	32-510-58000-0000-1	34,291.93
PG&E COMPANY	PG&E October 2023	11/09/2023	6395880662-0	32-510-58000-0000-1	24.65
Vendor PG&E COMPANY - PG&E COMPANY Total:					47,087.90
Vendor: Phillip Garza - Phillip Garza					
Phillip Garza	INV0025234	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	263.01
Vendor Phillip Garza - Phillip Garza Total:					263.01
Vendor: Phoenix Group - Phoenix Group					
Phoenix Group	# 082023202	11/01/2023	Citation Processing Services - #...	01-165-56000-0000-1	42.40
Vendor Phoenix Group - Phoenix Group Total:					42.40
Vendor: PC - Prestige Chemicals LLC					
Prestige Chemicals LLC	INV 01-0872	11/06/2023	INV 01-0872 Asphalt Patch	01-180-57400-0000-1	349.14
Vendor PC - Prestige Chemicals LLC Total:					349.14
Vendor: Quad Knopf - Quad Knopf					
Quad Knopf	INV 120747	11/01/2023	INV 120747 Community Gard...	25-000-52960-8425-1	1,283.46
Vendor Quad Knopf - Quad Knopf Total:					1,283.46
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	DOC 4033129	11/06/2023	DOC 4033129 Water Building...	32-510-56400-0000-1	463.36
Rexel USA Supply	DOC 4035978	11/06/2023	DOC 4035978 Well #6	32-510-56400-0000-1	331.00

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Rexel USA Supply	DOC 4035998	11/06/2023	DOC 4035998 Facility Mainen...	32-510-56400-0000-1	35.87
Rexel USA Supply	Inv. 4L43423	11/06/2023	Inv. 4L43423 - Exterior Lights ...	01-150-56400-0000-1	272.81
Rexel USA Supply	Inv. 4L03329	11/14/2023	Inv. 4L03329 - Interior Lights ...	01-150-56400-0000-1	27.58
Vendor PLATT - Rexel USA Supply Total:					1,130.62
Vendor: CAZ100-151 - Sergio Cazares					
Sergio Cazares	INV0025235	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor CAZ100-151 - Sergio Cazares Total:					750.00
Vendor: SPD - SPD					
SPD	INV 19564	11/06/2023	INV 19564 Window/Regular E...	30-500-57200-0000-1	122.56
SPD	INV 19564	11/06/2023	INV 19564 Window/Regular E...	31-505-57200-0000-1	122.56
SPD	INV 19564	11/06/2023	INV 19564 Window/Regular E...	32-510-57200-0000-1	122.93
Vendor SPD - SPD Total:					368.05
Vendor: Spectrum - Spectrum					
Spectrum	November Monthly INV 1195...	11/14/2023	Spectrum November Monthly ...	01-130-54800-0000-1	1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	Inv. 255935-0	11/09/2023	Inv. 255935-0 11/08/23	01-150-57200-0000-1	309.50
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					309.50
Vendor: Stockbridge - Stockbridge General Contracting Inc					
Stockbridge General Contracti...	INV 42333	11/01/2023	INV 42333 Payment 9 Comm...	25-000-52960-8425-1	41,389.39
Vendor Stockbridge - Stockbridge General Contracting Inc Total:					41,389.39
Vendor: Supplyworks - Supplyworks Inc					
Supplyworks Inc	Inv. 746877133	11/14/2023	Inv. 746877133 Order# 50346...	01-150-57200-0000-1	296.75
Vendor Supplyworks - Supplyworks Inc Total:					296.75
Vendor: tmobile - T-Mobile USA Inc					
T-Mobile USA Inc	Acct# 992748243 Service 09/...	11/01/2023	Acct# 992748243 - City Mana...	01-110-57800-0000-1	39.92
T-Mobile USA Inc	Acct# 992748243 Service 09/...	11/01/2023	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,397.30
T-Mobile USA Inc	Acct# 992748243 Service 09/...	11/01/2023	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	39.92
Vendor tmobile - T-Mobile USA Inc Total:					1,477.14
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1578	11/07/2023	INV 1578 General Pest Service...	30-500-56000-7820-1	170.00
Vendor Torpedo - Torpedo Pest Control Total:					170.00
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV01816166	11/14/2023	INV01816166 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV01816166	11/14/2023	INV01816166 Internet Monthl...	30-500-57800-0000-1	145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: USA Waste of Califor - USA Waste of California, Inc.					
USA Waste of California, Inc.	October 2023 WM Garbage F...	11/09/2023	October 2023 WM Garbage F...	01-100-41300-0000-1	-4,238.14
USA Waste of California, Inc.	October 2023 WM Garbage F...	11/09/2023	October 2023 WM Garbage F...	31-505-52400-0000-1	49,586.10
USA Waste of California, Inc.	October 2023 WM Organic Fe...	11/09/2023	October 2023 WM Organic Fe...	01-100-41300-0000-1	-139.54
USA Waste of California, Inc.	October 2023 WM Organic Fe...	11/09/2023	October 2023 WM Organic Fe...	31-505-52400-0000-1	1,395.40
USA Waste of California, Inc.	October 2023 WM Recycling F...	11/09/2023	October 2023 WM Recycling F...	01-100-41300-0000-1	-679.08
USA Waste of California, Inc.	October 2023 WM Recycling F...	11/09/2023	October 2023 WM Recycling F...	31-505-52500-0000-1	6,790.82
Vendor USA Waste of Califor - USA Waste of California, Inc. Total:					52,715.56
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	Inv. 00531150-00	11/14/2023	Inv. 00531150-00 J. Rodriguez	01-150-56000-0000-1	652.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					652.00
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR1229432	11/06/2023	INV 24AR1229432 Monthly C...	01-130-54800-0000-1	678.98
Vendor Visual Edge - Visual Edge IT, Inc. Total:					678.98
Vendor: wex bank - Wex Bank					
Wex Bank	CC 1100	11/07/2023	CC 1100 10.31.23 Fuel	30-500-54000-0000-1	21.62
Vendor wex bank - Wex Bank Total:					21.62

Expense Approval Report

Payment Dates: 11/1/2023 - 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: wex health - WEX Health Inc.					
WEX Health Inc.	Inv. 0000030126	11/01/2023	Cobra Premium - Final Invoice	01-112-50500-0000-1	39.76
Vendor wex health - WEX Health Inc. Total:					39.76
Vendor: WILLDAN - WILLDAN					
WILLDAN	INV 010-56332	11/06/2023	INV 010-56332 LLD FY 23/24	20-200-52200-0000-1	3,008.24
WILLDAN	INV 010-56333	11/06/2023	INV 010-56333 CFD FY 23/24 ...	24-210-52200-0000-1	8,624.26
Vendor WILLDAN - WILLDAN Total:					11,632.50
Vendor: YG - Yesenia Gonzalez					
Yesenia Gonzalez	INV0025224	11/07/2023	Yesenia Gonzalez 10.28.23 Re...	01-24000-0000-1	350.00
Vendor YG - Yesenia Gonzalez Total:					350.00
Vendor: YM - Yolanda Maldonado					
Yolanda Maldonado	INV0025223	11/07/2023	Jasmin Maldonado 10.17.23 R...	01-24000-0000-1	350.00
Vendor YM - Yolanda Maldonado Total:					350.00
Vendor: zahid hasnain - Zahid Hasnain					
Zahid Hasnain	INV0025238	11/06/2023	FY 2023/2024 - Uniform Allow...	01-150-51800-0000-1	750.00
Vendor zahid hasnain - Zahid Hasnain Total:					750.00
Grand Total:					281,749.09

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	86,961.40
20 - LIGHTING & LANDSCAPING-DISTRICT 1	7,389.97
24 - COMMUNITY FACILITIES DISTRICT	8,624.26
25 - CAPITAL IMPROVEMENTS PROJECTS	42,672.85
30 - SEWER	33,489.01
31 - REFUSE/RECYCLING	58,211.43
32 - WATER	44,050.14
34 - PUBLIC TRANSPORTATION	350.03
Grand Total:	281,749.09

Account Summary

Account Number	Account Name	Payment Amount
01-100-41100-0000-1	Business Licenses	32.00
01-100-41300-0000-1	Franchise Fees	-5,056.76
01-105-52200-0000-1	Contract Services	300.00
01-105-54000-0000-1	Fuel	10.71
01-105-57800-0000-1	Telephone & Communic...	8.60
01-110-53200-0000-1	Dues & Subscriptions	166.39
01-110-54000-0000-1	Fuel	71.80
01-110-57800-0000-1	Telephone & Communic...	66.82
01-112-50500-0000-1	Health Insurance Premi...	39.76
01-115-54000-0000-1	Fuel	66.12
01-115-57800-0000-1	Telephone & Communic...	30.12
01-130-52200-0000-1	Contract Services	4,939.91
01-130-54800-0000-1	Maintenance Agreements	1,868.98
01-130-57200-0000-1	Supplies - Office	253.08
01-140-54000-0000-1	Fuel	10.71
01-140-56000-8150-1	Professional Services - T...	2,734.00
01-140-56000-8449-1	Professional Services - ...	395.00
01-140-56000-8472-1	Professional Services - In...	2,816.50
01-140-56000-8474-1	Professional Services - S...	1,760.50
01-140-57800-0000-1	Telephone & Communic...	30.12
01-150-51800-0000-1	Clothing Allowance	9,263.01
01-150-53500-8620-1	Contributions/Donations...	235.00
01-150-54000-0000-1	Fuel	4,126.21
01-150-55150-0000-1	Tuition Reimbursement	3,058.80
01-150-56000-0000-1	Professional Services - O...	652.00
01-150-56000-2319-1	Professional Services - O...	237.62
01-150-56400-0000-1	Repairs & Maint - Build &..	560.39
01-150-56600-0000-1	Repairs & Maintenance -...	2,974.50
01-150-57200-0000-1	Supplies - Office	644.45
01-150-57400-0000-1	Supplies - Operating	33.69
01-150-57800-0000-1	Telephone & Communic...	2,075.42
01-155-54000-0000-1	Fuel	165.02
01-155-57200-0000-1	Supplies - Office	320.67
01-155-57800-0000-1	Telephone & Communic...	193.52
01-160-54000-0000-1	Fuel	54.80
01-160-57800-0000-1	Telephone & Communic...	8.60
01-165-56000-0000-1	Professional Services-Ot...	42.40
01-165-57800-0000-1	Telephone & Communic...	24.31
01-175-54000-0000-1	Fuel	5.67
01-175-57800-0000-1	Telephone & Communic...	30.12
01-180-51800-0000-1	Clothing Allowance	540.67
01-180-54000-0000-1	Fuel	660.09
01-180-56410-0000-1	Repairs & Maintenance ...	72.10
01-180-56500-0000-1	Repairs/Maintenance St...	196.57
01-180-56600-0000-1	Repairs/Maintenance - ...	455.92

Account Summary

Account Number	Account Name	Payment Amount
01-180-57400-0000-1	Supplies - Operating	1,099.69
01-180-57800-0000-1	Telephone & Communic...	35.90
01-180-58000-0000-1	Utilities	1,415.64
01-180-58100-0000-1	Street Lighting	2,356.22
01-185-56400-0000-1	Repairs & Maint - Build &...	2,862.77
01-185-57800-0000-1	Telephone & Communic...	99.49
01-185-58000-0000-1	Utilities	1,403.43
01-190-57400-0000-1	Supplies - Operating	2,906.17
01-190-58000-0000-1	Utilities	3,378.72
01-20800-0000-1	Pension Payable	12,429.20
01-22050-0000-1	Federal Withholding Pay...	4,702.30
01-22100-0000-1	FICA Payable	9,416.68
01-22150-0000-1	Medicare Payable	2,202.24
01-22200-0000-1	State Withholding Payab...	2,897.73
01-22250-0000-1	SUTA Payable	53.99
01-22275-0000-1	ETT Payable	1.35
01-22350-0000-1	Garnishments	1,214.00
01-22700-0000-1	Disability LTD	148.58
01-22800-0000-1	Accident	27.64
01-22900-0000-1	Life	70.22
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	1,050.00
20-200-51800-0000-1	Clothing Allowance	220.85
20-200-52200-0000-1	Contract Services	3,008.24
20-200-54000-0000-1	Fuel	219.83
20-200-57400-0000-1	Supplies - Operating	1,087.44
20-200-57800-0000-1	Telephone & Communic...	0.66
20-200-58100-0000-1	Street Lighting	2,852.95
24-210-52200-0000-1	Contract Services	8,624.26
25-000-52960-8425-1	Streets & Roads Capital	42,672.85
30-20800-0000-1	Pension Payable	21.12
30-22050-0000-1	Federal Withholding Pay...	18.17
30-22100-0000-1	FICA Payable	29.26
30-22150-0000-1	Medicare Payable	6.84
30-22200-0000-1	State Withholding Payab...	8.07
30-500-51800-0000-1	Clothing Allowance	451.85
30-500-52200-0000-1	Contract Services	1,346.96
30-500-54000-0000-1	Fuel	434.17
30-500-56000-7820-1	Professional Services - ...	21,486.81
30-500-56410-0000-1	Repairs & Maintenance ...	502.72
30-500-56430-0000-1	Repairs & Maintenance -...	4.76
30-500-56600-0000-1	Repairs & Maintenance -...	7,831.83
30-500-57200-0000-1	Supplies - Office	375.64
30-500-57800-0000-1	Telephone & Communic...	523.93
30-500-58000-0000-1	Utilities	446.88
31-505-52400-0000-1	Contract Services - Refus...	50,981.50
31-505-52500-0000-1	Contract Services - Recyc...	6,790.82
31-505-57200-0000-1	Supplies - Office	375.64
31-505-57800-0000-1	Telephone & Communic...	63.47
32-20800-0000-1	Pension Payable	21.13
32-22050-0000-1	Federal Withholding Pay...	18.17
32-22100-0000-1	FICA Payable	29.26
32-22150-0000-1	Medicare Payable	6.86
32-22200-0000-1	State Withholding Payab...	8.10
32-510-51800-0000-1	Clothing Allowance	1,080.35
32-510-52200-0000-1	Contract Services	1,346.96
32-510-54000-0000-1	Fuel	165.02
32-510-56000-0000-1	Professional Services - O...	667.04

Account Summary

Account Number	Account Name	Payment Amount
32-510-56400-0000-1	Repairs & Maint - Build &..	1,679.10
32-510-56600-0000-1	Repairs & Maintenance -...	576.84
32-510-57200-0000-1	Supplies - Office	376.01
32-510-57400-0000-1	Supplies - Operating	2,702.70
32-510-57800-0000-1	Telephone & Communic...	138.54
32-510-58000-0000-1	Utilities	35,234.06
34-520-54000-0000-1	Fuel	330.03
34-520-56600-0000-1	Repairs & Maintenance -...	20.00
Grand Total:		281,749.09

Project Account Summary

Project Account Key	Payment Amount
None	281,749.09
Grand Total:	281,749.09

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
October 26, 2023

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember A. Ayon, Councilmember Pérez, Councilmember Gonzalez

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Williams, City Attorney Hodges, Chief of Police Knox, Community Development Director Saldana, Finance Director Viramontes, Human Resources Director McCuan, Assistant Public Works Director Cabrera, City Clerk Alvarado

Officials Absent: Public Works Director Ortiz

INVOCATION

Councilmember Pérez

PLEDGE OF ALLEGIANCE

Councilmember Gonzalez

APPROVE AGENDA AS TO FORM

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez

NAYS: None

ABSTAIN: None

ABSENT: None

Full consensus

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

FEATURED PET

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

Presented by: Chief of Police Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Swearing in Ceremony – Sergeant Philip Garza.
Swearing in ceremony was held for Sergeant Philip Garza
2. Proclamation for Breast Cancer Awareness Month Presented to Comprehensive Blood & Cancer Center of Bakersfield.

Mayor Saul Ayon presented Adriana Coleman with a proclamation for Cancer Awareness month. Ms. Coleman said a few words in respect to the proclamation.

- 3. Proclamation for Domestic Violence Awareness Month Presented to Office of Cynthia Zimmer, Kern County District Attorney.
Mayor Saul Ayon presented Kristen Kaufman and Kayla with a proclamation for Domestic Violence Awareness month.
- 4. Recognition Award Presented to R & F Disposal, Lorenzo Irizarry.
Mayor Ayon presented Lorenzo Irizarry with a recognition plaque for his 50 years of invaluable service to our community.

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus

PUBLIC COMMENTS

Opened at 6:38 p.m.

- 1. Phil Corr

Closed at 6:40 p.m.

Public Works Director Ortiz to follow up on with resident of San Juan Street regarding sidewalk per Mayor S. Ayon.

DEPARTMENTAL REPORTS

None

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

- 5. Approval of the Expense Report in the Amount of \$171,583.87 from 10/04/2023 to 10/17/2023.
- 6. Approval of September 14, 2023 Regular Meeting Minutes
- 7. Approval of October 12, 2023 Regular Meeting Minutes

No comments from the public were presented.

A Motion was made by: Vice Mayor Cano to approve the entire consent agenda; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0

AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None

Full consensus

PUBLIC HEARINGS

8. Second Reading and Adoption of Ordinance No.0012-2023 AN ORDINANCE OF THE CITY OF MCFARLAND UPDATING TITLE 8 AND TITLE 10 OF THE MUNICIPAL CODE.

- Staff Report: Community Development Director, Paul Saldaña
 - a. Open Public Hearing and Receive Public Testimony: 6:41 pm.
No comments from the public were presented.
Closed Public Hearing at: 6:41 pm.
 - b. Motion was made by: Councilmember A. Ayon to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Adopt Ordinance No.0012-2023 AN ORDINANCE OF THE CITY OF MCFARLAND UPDATING TITLE 8 AND TITLE 10 OF THE MUNICIPAL CODE; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 5/0
AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

- c. Mayor Directed Staff to Post Within Fifteen Days of its Passage in Designated Posting Locations.

ADMINISTRATIVE AGENDA

9. Report, Discuss, and Provide Staff Direction Concerning the Regular City Council Meetings During the Week of Thanksgiving and Christmas.

Mayor Ayon directed staff to modify the regularly scheduled City Council meetings due to holidays.

*November 23, 2023 Regular meeting moved to November 30, 2023 at 6:00 p.m.
December 23, 2023 Regular City Council Meeting cancelled.*

ROLL CALL VOTE: 5/0
AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

No comments from the public were presented.

10. Motion was made by: Vice Mayor Cano to Approve Resolution Number 2023- 0129 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING RECORDATION OF GRANT DEED FOR DRAINAGE BASIN AT TRACT 7393; 2nd by: Councilmember A. Ayon.

ROLL CALL VOTE: 5/0
AYES: S. Ayon, R. Cano, A. Ayon, M. Pérez, A. Gonzalez
NAYS: None
ABSTAIN: None
ABSENT: None
Full consensus

No comments from the public were presented.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG) Mayor Ayon- Nothing to Report

- b. Kern Economic Development Corp. (KEDC) Mayor Ayon- Nothing to Report
- c. Kern Local Agency Formation Commission (LAFCO) -Vice Mayor mentioned that Mayor Ayon was absent due to LAFCO Conference attendance.
- d. Delano Mosquito Abatement District (DMAD) Vice Mayor Cano- Gave brief update on mosquito issues around the county.
- e. Poso Creek (IRWMP) Councilmember Gonzalez- Nothing to Report
- f. San Joaquin Valley Air Pollution Control District (SJV) Councilmember Ayon- Nothing to Report
- g. Public Policy and Finance Committee- Mayor Ayon & Councilmember Gonzalez – Nothing to Report.
- h. Public Safety Committee – Mayor Ayon & Vice Mayor Cano – Nothing to report.
- i. Quality of Life Committee – Councilmember A. Ayon & Councilmember Gonzalez –Nothing to report.
- j. Cannabis Committee – Mayor Ayon & Councilmember Pérez – Nothing to Report

COUNCIL STATEMENTS AND REPORTS

- 1. M. Perez- Thanked everyone in attendance.
- 2. A. Gonzalez- Thanked everyone in attendance.
- 3. A. Ayon- Thanked the representatives from the Comprehensive Blood & Cancer Center of Bakersfield and the Family Justice Center Kern County District Attorney, Office of Cynthia Zimmer for their attendance and diligent work.
- 4. R. Cano- Thanked the representatives from the Comprehensive Blood & Cancer Center of Bakersfield, the Family Justice Center Kern County District Attorney, Office of Cynthia Zimmer, and R&F Disposal owner Lorenzo Irizarry for their attendance. Mr. Cano invited everyone to attend this year's trunk or treat event at Blanco Park at 6:00 p.m.
- 5. S. Ayon – Encouraged everyone to attend the trunk or treat event tomorrow. He also thanked everyone in attendance.

CLOSED SESSION

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)
Property: APN 060-050-24
Agency Negotiators: Paul Saldana and Deigo Viramontes
Negotiating Parties: San Joaquin Renewables LLC
Under Negotiation: Terms, price, and conditions of sale
Action: Direction given to Community Development Director and City Manager re: negotiation terms
- 2. Conference with Labor Negotiators (§54957.6) - Unrepresented employee: City Manager
No reportable action

ADJOURNMENT

Regular meeting adjourned to closed session at 6:51 p.m.
Closed session adjourned at 7:53 p.m.

Francisca Alvarado, City Clerk

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
November 09, 2023

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

CALL TO ORDER

Mayor S. Ayon called the meeting to order at 5:00 p.m.

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember A. Ayon, Councilmember Pérez

Councilmembers Absent: Councilmember Gonzalez

OFFICIALS PRESENT

City Manager Williams, City Attorney Hodges, Community Development Director Saldana, Finance Director Viramontes, City Clerk Alvarado

INVOCATION

Councilmember Pérez

PLEDGE OF ALLEGIANCE

Councilmember A. Ayon

APPROVE AGENDA AS TO FORM

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Gonzalez

Full consensus

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

Marco Perez was present for any interpretation needs.

PUBLIC COMMENT: At special or emergency meetings, members of the public may only address the city on items listed on the agenda. The brown act does not permit any action or discussion on items

not listed 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.

Opened at 5:02 p.m. – Closed at 5:09 p.m.

1. Henry M. Robledo – Agenda item 1 (GEO Donation).
2. Anthony Blanco- Agenda item 1 (GEO Donation).
3. Jim White- Agenda item 1 (GEO Donation).

ADMINISTRATIVE AGENDA

1. **A motion was made by: Vice Mayor R. Cano** to Approve Resolution No. 2023-0134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A DONATION AGREEMENT WITH CPT OPERATING PARTNERSHIP; **2nd by: Councilmember A. Ayon.**

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Gonzalez

Full consensus

Public comments: Henry M. Robledo, Anthony Blanco, and Jim White.

2. **Motion was made by: Councilmember Pérez** to Approve Resolution No. 2023-0137 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT WITH WATERWORKFORCE TO PROVIDE TEMPORARY CHIEF PLANT OPERATOR AND REGULATORY CONTROL AND OVERSIGHT OF OPERATIONS OF THE CITY’S WASTEWATER SYSTEM; **2nd by: Vice Mayor Cano.**

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Gonzalez

Full consensus

No comments from the public were presented.

Clarification comment for the record: Funds to be utilized for this item will be allocated from the enterprise fund not the general fund as stated in City Manager Williams staff report.

ADJOURNMENT

The special meeting adjourned at 5:21 p.m.

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Gonzalez

Full consensus

Francisca Alvarado, City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
November 09, 2023

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember A. Ayon, Councilmember Pérez

Councilmembers Absent: Councilmember Gonzalez

OFFICIALS PRESENT

City Manager Williams, City Attorney Hodges, Chief of Police Knox, Finance Director Viramontes, Community Development Director Saldaña, Assistant Public Works Director Cabrera, City Clerk Alvarado

INVOCATION

Pastor Anthony Blanco

PLEDGE OF ALLEGIANCE

Vice Mayor Cano

APPROVE AGENDA AS TO FORM

Motion was made by: Vice Mayor Cano; 2nd by: Councilmember Pérez.

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None

ABSTAIN: None

ABSENT: A. Gonzalez

Full consensus

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

Marco Perez was present for any interpretation needs.

FEATURED PET

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

Presented by: Chief of Police Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

PUBLIC COMMENT: 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. 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.

Opened at 6:04 p.m. – Closed at 6:06 p.m.

1. Anthony Blanco- Law Enforcement Luncheon invitation.

DEPARTMENTAL REPORTS

None

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

1. Approval of the Expense Report in the Amount of \$529,536.18 from 10/18/2023 to 10/31/2023.
2. Approval of Payroll Report for the Month of October 2023 in the Amount of \$314,346.54
3. Approval of October 26, 2023 Regular Meeting Minutes. - **Tabled**
4. Resolution No. 2023- 0130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE REALLOCATION OF FUNDS FROM THE MCFARLAND USA FOUNDATION FUND TO THE ANIMAL CONTROL DEPARTMENT.
5. Resolution No. 2023-0131, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S ENTERPRISE FUND (WATER) TO REPAIR THE MOTOR AND PUMP AT THE BROWNING WELL.

No comments from the public were presented.

A Motion was made by: Councilmember A. Ayon to approve consent agenda items 1, 2, 4 and 5; 2nd by: Vice Mayor Cano.

Approval of October 26, 2023 Regular Meeting Minutes – Tabled to the next regular meeting.

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: A. Gonzalez
Full consensus

ADMINISTRATIVE AGENDA

6. Motion was made by: Councilmember Pérez to Approve Resolution No. 2023-0132, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING A FIRST ADDENDUM TO THE WATER SYSTEMS AGREEMENT BETWEEN CITY OF MCFARLAND AND MARIO A. CERVANTES, DBA GOLDEN EMPIRE WATER; 2nd by: Councilmember A. Ayon.

No comments from the public were presented.

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: A. Gonzalez
Full consensus

7. Motion was made by: Councilmember A. Ayon to Approve Resolution No. 2023-0133, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE USE OF THE VETERANS CENTER FOR A COMMUNITY VIGIL & APPROPRIATING \$500 FROM THE GENERAL FUND FOR THE EVENT; 2nd by: Councilmember Pérez.

No Comments from the public were presented.

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: A. Gonzalez
Full consensus

8. Motion was made by: Councilmember A. Ayon to Approve Resolution No. 2023-0135, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE RE-INSTITUTION OF THE FINANCE MANAGER POSITION, ESTABLISHING AN UPDATED SALARY RANGE FOR THE FINANCE MANAGER POSITION, AND REQUESTING A BUDGET ADJUSTMENT TO THE GENERAL FUND, WASTEWATER FUND, REFUSE FUND, AND WATER FUND TO COVER THE IMPACT OF THIS POSITION; 2nd by: Councilmember Pérez.

Public Comments: Ron Woods

ROLL CALL VOTE: 4/0

AYES: S. Ayon, R. Cano A. Ayon, M. Pérez

NAYS: None
ABSTAIN: None
ABSENT: A. Gonzalez
Full consensus

9. Motion was made by: Councilmember A. Ayon to Approve Resolution No. 2023-0136, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION FOR ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL FUND AND AN AGREEMENT BETWEEN CITY OF MCFARLAND AND CANNON; 2nd by: Councilmember Pérez.

Public comments: Ron Woods

ROLL CALL VOTE: 4/0
AYES: S. Ayon, R. Cano A. Ayon, M. Pérez
NAYS: None
ABSTAIN: None
ABSENT: A. Gonzalez
Full consensus

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Kern Economic Development Corp. (KEDC)
- c. Kern Local Agency Formation Commission (LAFCO)
- d. Delano Mosquito Abatement District (DMAD)
- e. Poso Creek (IRWMP)
- f. San Joaquin Valley Air Pollution Control District (SJV)
- g. Public Policy and Finance Committee
- h. Public Safety Committee
- i. Quality of Life Committee
- j. Cannabis Committee

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.

1. M. Pérez- Honored all Veterans for their service, thanked Mayor Saul Ayon for his dedication and hard work for our community, remarked on the wonderful turn out at the trunk or teat event, and thanked Finance Director Viramontes for his diligent work.
2. A. Ayon- Thanked everyone for their hard work and recognized GEO for their generous donation to the city.
3. R. Cano- Expressed his gratitude to Mayor Saul Ayon for his tireless efforts, hard work and dedication to our community. He thanked him for reaching out to GEO and obtaining this

donation. He was very happy with the outcome of the trunk or treat event and thanked all of our US Veterans.

4. S. Ayon- Thanked City Staff, Department Heads, and our City Attorney Nathan Hodges for putting McFarland first. He thanked the community, school district, and all who attended the trunk or treat event and all the staff that helped organize this event like Catalina Nunez.

The council adjourned to closed session at 6:33 p.m.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8)
Property: APN 060-050-24
Agency Negotiators: Paul Saldana and Diego Viramontes
Negotiating Parties: San Joaquin Renewables LLC
Under Negotiation: Terms, price, and conditions of sale
Action: Direction given to Community Development Director and City Manager re: negotiation terms

ADJOURNMENT

Open session adjourned at 6:33 p.m.
Closed session adjourned at 7:06 p.m.

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

SUBJECT: Approval of Resolution No. 2023- 138 A Resolution of the City Council of the City of McFarland, California Authorizing the Investment of Monies in the Local Agency Investment Fund (LAIF)

SUMMARY:

This report provides an overview and recommendation to the City Council regarding the proposed resolution to invest the City's idle cash in the Local Agency Investment Fund (LAIF). The current economic environment presents an opportune moment for such an investment, given the rising interest rates and the safety and liquidity that LAIF offers.

Background:

The Local Agency Investment Fund (LAIF) is a voluntary program created by the State of California to offer local governments the opportunity to participate in a major investment pool. LAIF is managed by the State Treasurer's Office and aims to maintain high liquidity while offering competitive interest rates compared to other short-term investments.

Current Interest Environment and LAIF Benefits:

- **High-Interest Rates:** The current economic climate is characterized by higher interest rates, making it a favorable time for investment.
- **Safety of Investment:** LAIF is considered a very safe investment tool, as it is managed by the State Treasurer and subject to strict investment guidelines.
- **High Liquidity:** Funds invested in LAIF are highly liquid, with the ability to draw on these funds within a 24-hour notice period. This aspect ensures that the City has immediate access to its funds for unforeseen expenses or opportunities.

Investing in LAIF offers an excellent opportunity for the City of McFarland to increase its investment earnings safely and significantly. The additional revenue generated can be utilized to further support city services and projects, contributing positively to the financial health and sustainability of the City.

FINANCIAL IMPACT:

- **Current LAIF PMIA Effective Yields:** The current yields from LAIF, as per the Pooled

Money Investment Account (PMIA), are approximately 3.5%.

- **Projected Earnings:** Based on the City's idle cash, which is currently in low-interest-bearing accounts, the shift to LAIF could potentially generate approximately \$400,000 in annual investment earnings. This represents a significant enhancement to the City's revenue from its idle cash assets.

RECOMMENDATION:

Given the high interest rates, the safety and liquidity of LAIF investments, and the potential for substantial earnings, staff recommends that the City Council adopt the resolution authorizing the investment of the City's idle cash in LAIF. This action aligns with the City's broader financial management goals and represents a prudent approach to managing public funds.

ATTACHMENTS:

None

RESOLUTION NO. 2023-138

**RESOLUTION OF THE CITY OF MCFARLAND AUTHORIZING INVESTMENT OF
MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the City of McFarland;

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

1. The City Council hereby authorizes the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City of McFarland officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Saul Ayon – Mayor
Kenneth Williams – City Manager
Diego Viramontes – Finance Director

Section 2. This resolution shall remain in full force and effect until rescinded by the City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				

Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: CONSENT AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager

SUBJECT: Approval of Resolution No.2023- 143 A Resolution of the City Council of the City of McFarland, California approving funds from the City's General Fund to fund a stipend for the City's livescan operator

SUMMARY:

For several years the city has been approved to conduct livescans through the state of California for employees seeking positions that require a livescan background check. The city incurs the costs for employees seeking employment with the city, however employees seeking employment outside the city are charged a fee that generates revenue into the City's general fund.

In 2021 the city provided the appropriate training for a current employee carrying out the functions of the city's livescan services. Since then, the city has been successful in offering these live-scan services to candidates for employment with the city as well as for future employees of other entities.

This function requires the employee to receive specialized training from the State of California to operate the equipment and to become proficient with the software and databases. The employee is also required to pass a background check and to possess a certificate from the state of California to ensure compliance with the laws related to live-scan services.

Currently, the city only has one certified person to fulfill these functions. In the event the person is absent from work, the city currently has no option but to reschedule the appointment. To ensure redundancy with the livescan services, the city would like to have another certified employee trained to carry out these functions.

The stipend will only be paid once per month for each employee that has successfully completed the training and becomes certificated by the state of California. The recommended Stipend amount will be \$30 per month.

Staff believes by implementing this standby pay, it will ensure the city provides uninterrupted live-scan services for the community.

FINANCIAL IMPACT:

The financial impact to the city for providing the stipend for the livescan operators is estimated to be \$420 for the remainder of this fiscal year.

RECOMMENDATION:

Staff recommends City Council Discuss, and Possible Approval of resolution No.2023- _____A
Resolution of the City Council of the City of McFarland approving funds from the City's General
Fund to fund a stipend for the City's live scan operators.

ATTACHMENTS:

None

RESOLUTION NO. 2023-143

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND TO FUND A STIPEND FOR THE CITY'S LIVESCAN OPERATOR.

WHEREAS, The City Council has already approved and passed a budget for the fiscal year 2023/24; and

WHEREAS, The City Council recognizes a stipend of the live scan operator was not included in the approved budget; and

WHEREAS, The City Council recognizes the benefits of offering a live scan service to the community members of the City of McFarland; and

WHEREAS, The City Council also recognizes that the live scan duties require the employee to receive specialized training from the State of California to operate the equipment and to become proficient with the software and databases.

WHEREAS, The City Council also recognizes that the employee is also required to pass a background check and to possess a certificate from the state of California to ensure compliance with the laws related to livecan services; and

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City of McFarland ("City") desires to approve the following requests for funds for the Livescan stipend; and
3. The City Manager is hereby authorized and directed to proceed with the funding requests as indicated in the resolution, and.
4. The City Clerk shall certify the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager

SUBJECT: Approval of Resolution No. 2023- 142 A Resolution of the City Council of the City of McFarland, California approving funds from the City's Community Grant Program to the McFarland Family Resource Center

SUMMARY:

In February 2023, the McFarland City Council created the community grants program to allow funding opportunities for various groups, organizations, and volunteers, who through events improve upon the cultural, social and economic well-being of the City.

The council also recognizes that citizens have the right to expect that tax dollars will be expended in a manner that is justifiable, fair and holds groups accessing public funds accountable for their spending. In that regard, municipal grant funding demonstrates the Council's commitment to working with groups which provide these beneficial programs, services or projects to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding to these groups.

The Community Grants requests which can be considered by the city council require that the requests meet the criteria of providing a public service, or otherwise promoting the health, safety or welfare of the community, and benefiting the community. The Community Grant request must be approved by the majority of Council Members for the funds to be designated for the requesting entity.

On November 11, 2023, staff members received a request from the McFarland Family Resource Center requesting funding in the amount of \$2500 for a Toys for Tots event scheduled for December 15, 2023. According to the request, the funds will be used to purchase toys for children up to ten years old and will benefit families who face hardships during the holidays.

This event will show the commitment to the community of McFarland by supporting the mission of Toys for Tots by delivering a message of hope and encouragement.

FINANCIAL IMPACT:

If the request is approved, the impact to the Community Grant funds would be \$2,500.

RECOMMENDATION:

Report, Discuss, and Possible Approval of resolution No.2023-241 A Resolution of the City

Council of the City of McFarland approving funds from the City's Community Grant Program to the McFarland Family Resource Center in the amount of \$2500.

ATTACHMENTS:

1. McFarland Family Resource Center Community Grant Request for Toys for Tots Event

RESOLUTION NO. 2023-142

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S COMMUNITY GRANT PROGRAM TO THE MCFARLAND FAMILY RESOURCE CENTER

WHEREAS, The City Council recognizes the many benefits that various groups, organizations, volunteers, and events within the City of McFarland provide by promoting and improving upon the cultural, social and economic well-being of the City; and

WHEREAS, the Council also recognizes that citizens have the right to expect that tax dollars will be expended in a manner that is justifiable, fair and holds groups accessing public funds accountable for their spending; and

WHEREAS, in that regard, municipal grant funding demonstrates the Council's commitment to working with groups which provide these beneficial programs, services or projects to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding to these groups; and

WHEREAS, The Community Grants requests which can be considered by the city council require that the requests meet the criteria of providing a public service, or otherwise promoting the health, safety or welfare of the community, and benefiting the community.

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City of McFarland ("City") desires to approve the following requests for funds for McFarland Family Resource Center for a Toys for Tots event.
3. The City of McFarland acknowledges that in consideration of the funding requests, the requesting organization, McFarland Family Resource Center, meets the criteria for the funding approval; and
4. The City of McFarland acknowledges that the funding requests meet the criteria of providing a public service, or otherwise promoting the health, safety or welfare of the community; and benefiting the community; and
5. The City Manager is hereby authorized and directed to proceed with the funding requests as indicated in the resolution, and.
6. The City Clerk shall certify the passage and adoption of this resolution.
7. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



401 W. Kern Avenue
McFarland, CA 93250
661-792-3091 – Office
661-792-3093 - Fax

City of McFarland Community Grant Application

INTRODUCTION

Please review and complete this application.

- All applications must be submitted by mail to the City Clerk at 401 W. Kern Street, McFarland CA 93250
- Submission of this application in no way obligates the City of McFarland to award a grant.
- The City of McFarland reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- If you have any questions, please contact the City of McFarland; (661) 792-3091.

TO BE COMPLETED BY APPLICANT

Name of Individual/Entity/Non-Profit Organization:
McFarland Family Resource Center

Address:
410 E. Perkins Ave

Federal Tax ID #:
37-1566598

Contact Person Name and Title:
Margie Perez, Program Manager

Contact Person E-mail:
mperez@mcfarland.k12.ca.us

Contact Person Phone:
(661) 667-1200

Are you a non-profit organization?

Yes [☒] No [☐]

If yes, please attach proof of current non-profit status to this application.



Does your Entity/Organization have a governing board?

Yes [☒] No [☐]

If yes, please provide attach list governing board members and indicate if they serve specific terms. Please also include a letter of support or acknowledgment of application for the City of McFarland Community Grant.

If applicant is a school affiliated group and organization, is a letter of support by the respective principal or designee included?

Yes [☒] No [☐]

Please indicate what type of event/activity you are requesting grant funding for:

EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Event/Activity Name:

Toys for Tots

Event/Activity Date:

December 15, 2023

Event/Activity Start Time:

3:00 p.m.

Event/Activity End Time:

5:00 p.m.

Event/Activity Description:

Toy Give Away

Event/Activity Venue:

Browning Road Steam Academy Cafeteria

Event/Activity Address:

410 E. Perkins Avenue, McFarland, CA

Organization/Event/Activity Website:

Mcfarlandusd.com

Expected # of Attendees:

100-150 families



DESCRIPTION OF EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Describe in detail what the grant funds will be used for and how it will benefit McFarland residents, students, or schools.

The funds will be used to purchase toys for children from 0-10 years of age. It will benefit families who face hardships during the holidays to provide a gift for their child.

Describe how your event or activity will contribute positively to the recognition and image of the City of McFarland.

It shows continuous commitment to the community of McFarland by supporting the mission of the Toys for Tots to deliver a message of hope and encouragement to assist the youngsters in becoming responsible, productive, patriotic citizens.

Is your event or activity open to the public? Yes ☒ No ☐

Is your event or activity political or religious in nature? Yes ☐ No ☒

Have you received grant funding from the City of McFarland in the past? Yes ☐ No ☒

If yes, please describe when, how much was received, and how the funds were used.

List all other sources of funding for the event or activity:

Fund raising through the school sites through donations, toys drop off boxes.

Donation letters went out to all local businesses.

In-kind support from volunteers to sort and distribute toys.

Amount of Anticipated Expenses: \$5000.00

Amount of Grant Request: \$2500.00



Please note that applicants requesting grant funding for any type of event or activity may require a completed Temporary Use Permit Application be submitted and a copy of the event/activity budget with this application.

By my signature below, I have read and understand the Community Grant Policy. I make the following representations and acknowledge agreement to the following terms and conditions:

- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- This application and award of grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- The City may reconsider funding requests at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Community Grant Policy has been violated.

Applicant Signature:

Marye Perez

Print Name:

Marye Perez

Title:

Program Manager

Date:

11/3/23



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 05 2009**

MCFARLAND FAMILY RESOURCE CENTER
410 E PERKINS AVE
MCFARLAND, CA 93250

Employer Identification Number:
37-1566598
DIN:
17053125097039
Contact Person:
JOHN J KOESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 23, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

BOARD OF DIRECTORS

I, THE UNDERSIGNED, Margie Perez Secretary to the McFarland Family Resource Center do hereby certify that the individuals listed below are the four members of the Board of Directors of McFarland Family Resource Center:

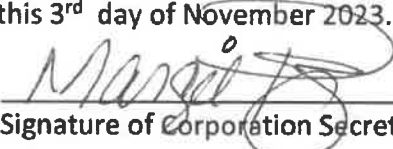
President/CEO
Ambelina Duran
11302 Yarborough Avenue
Bakersfield, CA 93311
(661) 792-3081

Vice President
Dario Diaz
410 E. Perkins St
McFarland, CA 93250
(661) 792-2113

Treasurer
Nelly Cruz
601 Second St
McFarland, CA 93250
(661) 792-3081

Secretary
Margie Perez
741 N. Market Rd
Earlimart, CA 93219
(661) 792-1883

In WITNESS WHEREOF, I have hereunto subscribed by name and affixed the Corporate Seal of said corporation by order of the Board of Directors this 3rd day of November 2023.



Signature of Corporation Secretary



McFarland Unified School District

Board of Trustees

Jim Beltran • Angel Turrubiates • Eliseo Garza • David Diaz • Joana Martinez

Superintendent S. Aaron Resendez

City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

November 3, 2023

Re: City of McFarland Community Grant

I, Ambelina Garcia Duran am writing this letter of support for the McFarland Family Resource Center for application for the City of McFarland Community Grant. The McFarland Family Resource Center (FRC) has been in operation for over 22 years and their main goal has been to provide services to the community of McFarland. The FRC and their staff have always strived to meet the needs of the families of McFarland as they continue to grow their program.

The McFarland Family Resource Center has been in collaboration with the Toys for Tots program in Delano since 2007. In 2018 McFarland was given the opportunity to host its own distribution event with the help and support of the McFarland Unified School District and local businesses. That is one of the main reasons the FRC is applying for the Community Grant in order to continue to support the families facing hardships during the holidays.

If you have any additional questions please feel free to contact me at (661) 792-3081.

Sincerely,

Ambelina Garcia Duran
Deputy Superintendent/Chief of Business

McFarland Unified School District
601 Second Street
McFarland, CA 93250

Phone: (661) 792-3081
Fax: (661) 792-2447
www.mcfarlandusd.com



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager

SUBJECT: Approval of Resolution No. 2023-144 A Resolution of the City Council of the City of McFarland, California (1) Declaring the listed property as surplus, and (2) and approving the sale or disposal of such surplus property

SUMMARY:

McFarland Municipal Code section 2.24.100 states that each department shall periodically review its equipment, material, and inventory and shall promptly notify the city administrator of any surplus property. A surplus property form shall be completed and submitted for each surplus property item. Surplus property forms are to be made available from the finance division. The purchasing officer or designee shall determine or approve the method of disposition that is most appropriate and in the best interests of the city.

After reviewing the property designated as surplus, the City Manager and Finance Director have determined that the property listed in attachment A is not needed for use by any Department.

The Council may declare such property as surplus and authorize the sale thereof and proceeds from any such sale shall be deposited into City treasury. If the City Council determines that the above property is surplus and authorizes its sale, the City intends to sell it at auction to the highest bidder or dispose of the item as scrap.

FINANCIAL IMPACT:

All proceeds of the sale of the property declared as surplus will result in a positive financial impact and will be deposited into the city General Fund.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2023-144 a resolution of the City Council of the City of McFarland (1) Declaring the listed property as surplus, and (2) and approving the sale or disposal of such surplus property.

ATTACHMENTS:

1. SurplusPropertyForm Public Works vehicles

RESOLUTION NO. 2023-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING SURPLUS PROPERTY AND APPROVING THE SALE OR DISPOSAL OF PROPERTY DECLARED AS SURPLUS.

WHEREAS, McFarland Municipal Code (MMC) Section 2.24.100 (Surplus Property) establishes a procedure to declare equipment surplus; and

WHEREAS, MMC Section 2.24.100 states “Each department shall periodically review its equipment, material, and inventory and shall promptly notify the city administrator of any surplus property. A surplus property form shall be completed and submitted for each surplus property item. Surplus property forms are to be made available from the finance division. The purchasing officer or designee shall determine or approve the method of disposition that is most appropriate and in the best interests of the city;” and

WHEREAS, the purchasing officer has determined that the following property listed in attachment A is not needed for use by any city department; and

WHEREAS, the purchasing officer of the City has determined that the city manager should take whatever steps necessary to obtain the highest price in exchange for the sale of the surplus property. The determination of the highest price that will be most favorable to the city will be made by the City Manager, within his/her sole discretion. The City Manager may thereafter enter into and complete the sale of the surplus property on behalf of the City; and

WHEREAS, the City Council may authorize the sale thereof, and the proceeds from any such sale or sales shall be deposited in the city treasury:

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

1. The recitals above are true and correct and incorporated by this reference; and
2. The City Council of the City of McFarland hereby declares (1) the property described above as surplus; and
3. The City Council of the City of McFarland hereby authorizes the sale of the surplus property by the City Manager and directs the City Manager to determine the method of sale to obtain the highest price, that will be most favorable to the City; and
4. The City Council of the City of McFarland hereby directs the City Manager to deposit the proceeds from the sale(s) in the City’s General Fund; and
5. The City Council finds that this action is in the best interests of the City of McFarland; and

6. This Resolution shall immediately take effect upon passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk

Exhibit A

City of McFarland Surplus Property Form

This form is to be used to notify the City Administration whenever there is a permanent change in the location of City-owned personal property or whenever an item is lost, stolen, or proposed to be placed on the surplus property list for disposal.

Line Item	Qty	Description	License	VIN	Condition	Location	Estimated Value	Proposed Method of Disposal (i.e. auction, scrap, etc.)
1	1	Electric Humvee		Unk	Poor	City Yard	Unk	Auction/Scrap
2	1	Electric truck	1478011	Unk	Poor	City Yard	Unk	Auction/Scrap
3	1	Electric truck	1478022	Unk	Poor	City Yard	Unk	Auction/Scrap
4	1	GEMe6 (6 seater)	7DMG071	52C6AGA1E000447	Poor	City Yard	Unk	Auction/Scrap
5	1	Radar trailer	Unk	Unk	Poor	City Yard	Unk	Auction/Scrap
6	1	Electric truck	1478012	Unk	Poor	City Yard	Unk	Auction/Scrap
7	1	1999 Chevy 3500	1037603	1GBGC34R2XR708180	Poor	City Yard	Unk	Auction/Scrap
8	1	Trans bus	1311586	1FDXE45S67DB30154	Poor	City Yard	Unk	Auction/Scrap
9	1	Dodge ram	1037608	1D7HA16N02J247112	Poor	City Yard	Unk	Auction/Scrap
10	1	John Deere (gator)	Unk	1MOT145EADM080296	Poor	City Yard	Unk	Auction/Scrap
11	1	John Deere (gator)	Unk	1MOT145EHDM080298	Poor	City Yard	Unk	Auction/Scrap
12	1	John Deere (gator)	Unk	1MOT145ECDM080313	Poor	City Yard	Unk	Auction/Scrap
13	1	Yellow backhoe	Unk	AB01376	Poor	City Yard	Unk	Auction/Scrap

14	1	Dodge Ram	1037609	3B6KC6Z12M288410	Poor	City Yard	Unk	Auction/Scrap
15	1	Dodge Ram	1037607	1D7HA16N92J247111	Poor	City Yard	Unk	Auction/Scrap
16	1	White Crysler	E112637	Unk	Poor	City Yard	Unk	Auction/Scrap
17	1	Ford 2011 crown Victoria	1531292	2FABP7BV4BX152251	Poor	City Yard	Unk	Auction/ Scarp
18	1	Ford 2011 crown Victoria	1531292	2FABE7BV2BX179660	Poor	City Yard	Unk	Auction/ Scarp
19	1	Ford 2011 crown Victoria	1531292	2FABP7BVXBX179681	Poor	City Yard	Unk	Auction/ Scarp
20	1	Ford 2011 crown Victoria	1531292	2FABP7BV2BX179710	Poor	City Yard	Unk	Auction/ Scarp
21	1	Dodge Charger	1406206	2B3CLICTIBH600140	Poor	City Yard	Unk	Auction/Scrap
22	1	1999 Ford f150 Truck	1019384	2FAFP7W9XX161322	Poor	City Yard	Unk	Auction/Scrap
23	1	2010 Dodge Charger	1375407	2B3AA4CT7AH304391	Poor	City Yard	Unk	Auction/Scrap



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2023- 141 A Resolution of the City Council of the City of McFarland, California resolving its intention to initiate procedures for establishing and implementing district-based elections

SUMMARY:

Election Systems

The City of McFarland currently utilizes an at-large election system. This means that all voters, no matter where they live in the City, have a say in electing every member of the City Council. At-large voting systems may operate to minimize or cancel out the voting strength of minorities, thereby defeating the choices of minority voters.

A district-based election system is one where the City is divided into separate geographical areas making up the districts, and voters residing within the district elect a representative who also resides within the district.

Potential Demand to Switch to District Based Elections System

Although the City has not yet received a demand letter, other jurisdictions, such as the McFarland Unified School District, and numerous Cities throughout the State of California have . Such demands allege that "...a violation of the California Elections Code section 14025 et. seq., known as the California Voting Rights Act of 2001 (CVRA) may be occurring by polarized voting." This type of letter is a precursor to the filing of a lawsuit against the City under the CVRA, and it triggers a very short timeline for the City to act and implement districts to avoid substantial attorneys' fees.

The California Voting Rights Act

The City must comply with both the federal Voting Rights Act and the California Voting Rights Act. Both statutes prohibit the City from imposing election systems that result in discrimination against minorities.

The California Voting Rights Act of 2001 ("CVRA") was enacted to implement the California constitutional guarantees of equal protection and the right to vote. (Elections Code section 14031.) The CVRA is based on the federal Voting Rights Act, but the legal standards are different. The CVRA's intent is to expand the protections provided under federal law. Its

adoption was motivated in part by the lack of success by California plaintiffs in challenging at-large election systems under the federal Voting Rights Act. Thus, the CVRA purposefully adopted a lower legal standard to make it easier to establish a voting rights claim.

Racially Polarized Voting

The CVRA requires a plaintiff to prove “racially polarized voting,” which means “...voting in which there is a difference, as defined in case law regarding enforcement of the federal Voting Rights Act... in the choices of candidates or other electoral choices that are preferred by voters in a protected class as compared to the rest of the electorate.” (Elections Code section 14026(e).)

It must be shown that “a significant number of minority group members usually vote for the same candidates” (minority cohesion); and that “the white majority votes sufficiently as a bloc to enable it to usually defeat the minority’s preferred candidate.” (Thornburg v. Gingles (1986) 478 U.S. 30.)

What this means, for example, is if a White majority outvotes the Hispanic choice of candidates most of the time, even if the Hispanic voters tend to congregate around the same candidate, there is racially polarized voting. Note that the Hispanic candidate need not be a minority candidate.

Vote Dilution

The CVRA prohibits an at-large election system if it dilutes the rights of voters who are members of a protected class. “An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters who are members of a protected class....” (Elections Code section 14027.)

A protected class for purposes of the CVRA is a class of voters who are members of a race, color, or language minority group. (Elections Code section 14026(d).)

Creating districts may facilitate a minority group’s ability to elect its preferred representatives. The question of vote dilution is whether a minority group would have more influence in elections under an alternate election system than they do under the current system.

Litigation Costs

Staff’s recommendation to approve the resolution is not based on an admission by the City that, if challenged, a court would find its election system violates the CVRA. However, the public interest may be better served by voluntarily transitioning to district-based elections for a number of reasons, including the uncertainty of the litigation and the extraordinary costs of such a lawsuit even if the City were to prevail.

The probability of success defending a CVRA claim on the merits is uncertain without guidance from the California Supreme Court. This is due to the absence of clear objective standards on how a plaintiff is supposed to prove a case and how a city is to defend it. There is very little precedent regarding the CVRA’s application, including the elements of a violation and how they are applied to cities.

If the City Council chooses to maintain at-large elections and defend a threatened lawsuit, should one come, attorneys' fees and costs would likely exceed several million dollars. The cost of defending the City's at-large election system in court is projected to be significant due to the potential of having to pay the plaintiff's attorneys' fees and costs in addition to the City's defense costs. Almost all cities that have received a legal challenge have settled out of court by agreeing to voluntarily change to district-based elections. Those that have opposed the CVRA challenges in court have ultimately either voluntarily adopted, or have been forced to adopt, district-based elections. Cities that have litigated the CVRA have resulted in large attorneys' fees payments. Settlements have ranged from \$4.7 million in City of Palmdale to \$42,000 in the City of Merced.

Districting Procedure

Staff and a demographer that will be hired by the City will give a presentation on the required procedure and rules for transitioning to a district-based election system. There are a number of factors to consider in the mapping process to ensure that the districts are reasonable and constitutional.

The City has 90 days after the adoption of the resolution of intention to adopt an ordinance that will implement the change with the next election. (Elections Code section 10010(e)(3)(A)-(B).)

Will Councilmembers lose their seats during their term?

Councilmembers will not lose their seats during their term. Pursuant to Elections Code section 21626, the term of any councilmember who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which they were elected. The City Council is comprised of the Mayor and four council members. Both Councilmembers and the Mayor are elected at each General Municipal Election and hold office for four-year terms. The current terms expire as follows:

Mayor Saul Ayon, November 2026
Vice Mayor Ricardo Cano, November 2024
Councilmember Amador Ayon, November 2026
Councilmember Anita Gonzalez, November 2026
Councilmember Maria T. Perez, November 2024

A potential sequence for establishing districts will be developed through the public hearing process. All city council members serve at-large and can live anywhere in the city until the end of their terms in 2024 and 2026.

An election year will be assigned to each of the districts. For example, two districts could be assigned to the November 2024 election, and two other districts could be assigned to the 2026 election. Then, in 2024 and 2026, incumbents would have to run for re-election by-district, if they reside in one of the districts up for election that year or finish their terms and leave the Council.

The Mayor's seat will continue to be at-large unless a different system is proposed by the City Council.

Compliance with the Government Code

The legislature has authorized the change from at-large elections to district elections without taking the matter to the voters. Government Code section 34886 provides:

Notwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivision (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall include a declaration that the change in the method of electing members of the legislative body is being made in the furtherance of the purposes of the California Voting Rights Act of 2001.

ENVIRONMENTAL DETERMINATION:

The City of McFarland determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FINANCIAL IMPACT:

Significant staff time will be needed to transition to district based elections, including multiple public hearings to determine district boundaries and to draft a proposed ordinance establishing districts. Staff estimates the City's internal costs to be approximately \$15,000. Demographer costs for drafting multiple maps, assisting with public outreach, and analyzing public input is estimated to be \$25,000. The proposed resolution provides an authorization for the City Manager or designee to enter into a contract with a Demographer and appropriate \$25,000 from general fund reserves to Community Development Department (Planning Division) professional services.

RECOMMENDATION:

That the City Council consider adoption of Resolution No. 2023-141 a resolution of intention to transition from at-large to district-based elections for City Councilmembers. The proposed resolution does not direct a change in the structure of the City Council; rather it would start the process to implement four districts in the City for Councilmember seats, with the Mayor's seat continuing to be elected at-large.

ATTACHMENTS:

None

RESOLUTION NO. 2023-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RESOLVING ITS INTENTION TO INITIATE PROCEDURES FOR ESTABLISHING AND IMPLEMENTING DISTRICT BASED ELECTIONS

WHEREAS, the City of McFarland, is a California municipal corporation, duly organized under the constitution and the laws of the State of California;

WHEREAS, four members of the McFarland City Council are currently elected in at-large elections, in which each City Council member is elected by registered voters of the entire City, with the mayor being separately elected by registered voters of the entire City, pursuant to California Government Code sections 34871 and 34900 et seq.;

WHEREAS, Government Code section 34886 authorizes any city to change to a district based system with an elective mayor without the need to put such a change to the voters;

WHEREAS, the City Council has determined that it is in the best interest of the City to move from its current at-large elections system to a by-district elections system for members of the City Council in furtherance of the purposes of the California Voting Rights Act;

WHEREAS, the City intends to transition from an at-large system to a by-district system in accordance with the procedural rules outlined in Government Code section 34886 and Elections Code section 10010;

WHEREAS, at-large electoral systems like the one currently used by the District are subject to challenge under the California Voting Rights Act, Elections Code sections 14025-14032 (“CVRA”); in contrast, by-trustee area elections are not subject to challenge under the CVRA; and

WHEREAS, CVRA litigation is very costly to defend; and

WHEREAS, a successful plaintiff under the CVRA will typically be entitled to reasonable attorneys’ fees, creating great financial risk to any jurisdiction sued; jurisdictions sued under the CVRA have been forced to pay high attorneys’ fee claims to plaintiffs’ counsel, as well as paying their own

attorneys; and

WHEREAS, the City does not wish to risk costly litigation; and

WHEREAS, adoption of this resolution is not based on an admission by the City that a court would find its election system violates the CVRA. Rather, the public interest may be better served by voluntarily transitioning to district-based elections for a number of reasons, including the uncertainty of any potential litigation and the extraordinary costs of such a lawsuit even if the City were to prevail; and

WHEREAS, the probability of success defending a CVRA claim on the merits is uncertain without guidance from the California Supreme Court. This is due to the absence of clear objective standards on how a plaintiff is supposed to prove a case and how a city is to defend it. There is very little precedent regarding the CVRA's application, including the elements of a violation and how they are applied to cities; and

WHEREAS, the City's policy is to uphold the federal and California constitutions and to take any steps necessary to ensure equal protection under the law and the right to vote; and

WHEREAS, the City will retain and begin working with a demographer to assist the City in establishing maps for district based elections; and

WHEREAS, before drawing a draft map of the proposed boundaries of the districts, the City will hold at least two public hearings over no more than 30 days, at which time the public is invited to provide input regarding the composition of the districts; and

WHEREAS, the City will then publish and make available for release at least one draft map of the new electoral districting, including the potential sequence of elections shown;

WHEREAS, once the draft map has been publicized for at least seven days, the City will hold at least two additional public hearings, over no more than 45 days, at which time the public is invited to provide input regarding the content of the draft map and the proposed sequence of elections prior to the public hearing at which the City Council adopts a map; and

WHEREAS, if a draft map is revised at or following a public hearing, the revised map will be published and made available to the public at least seven days before the City chooses to adopt it; and

WHEREAS, in determining the final sequence of staggered district elections, the City Council will give special consideration to the purposes of the CVRA, and will consider the preferences expressed by the members of the districts; and

WHEREAS, the City Council now wishes to adopt criteria to guide the establishment of electoral districts consistent with legal requirements including reasonable equal population and Section 2 of the federal Voting Rights Act of 1965, as well as other concerns and considerations important to the City; and

WHEREAS, the City of McFarland determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines”), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability;

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City Council hereby resolves, pursuant to Elections Code section 10010, its intention to adopt a by-district election system by ordinance as authorized by California Government Code section 34886.
3. The City Council resolves to retain a qualified demographer, hold at least five public hearings, and publish at least one draft map and staggering sequence.
4. The City’s demographer, acting under the supervision of the City Manager or designee, is hereby authorized to direct and formulate one or more electoral district scenarios for review by the public and the City Council at two or more public hearings, in accordance with the City’s proposed timeline.
5. Working with the demographer, City staff is directed to publicize relevant maps, information, notices, agendas, and other materials regarding by-district elections and to establish a means of

communication to answer questions from the public.

6. The City will complete the process prescribed by Elections Code section 10010 within 90 days of passage of this Resolution.
7. The City Manager or designee is authorized to take all other necessary actions to give effect to this Resolution, including entering into an agreement with demographer.
8. \$25,000 is appropriated from General Fund reserves to the Community Development Department (Planning Services) professional services account for agreement with demographer.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2023-145 A Resolution of the City Council of the City of McFarland, California appropriating funds from the General Fund to transition the Police Officer Technician to Police Emergency Dispatcher

SUMMARY:

Police dispatchers receive emergency calls for service and direct police, fire, and medical services to persons in need. Employing and retaining adequately trained dispatchers directly impacts the safety of McFarland residents and McFarland Police Officers.

The McFarland Police Department (MPD) has examined its staffing structure and has determined a change in the staffing structure would bring about better service, and overall better safety for the public and staff. Staff has recognized the budget is built around the current structure and staff has determined a change of job title and salary range would better align the city with other police department dispatcher positions in the surrounding areas.

Currently, the McFarland Police Department has hired Police Officer Technicians to fill the positions of Police Dispatchers as these job descriptions do not require a California Peace Officer Standard and Training (P.O.S.T.) certificate. To provide better service to the community, staff recommends the addition of the job title Police Dispatcher, which would be obtained after a Police Office Technician successfully passes a dispatcher academy and a dispatcher training program. Police Dispatchers must attend and pass a three-week P.O.S.T dispatcher academy to be certified as a Police Emergency Dispatcher. This is a three-week course reimbursable by the P.O.S.T agency.

One of the key problems associated with police staffing is the ability to hire and retain employees. Many other departments struggle with the same issue, and police dispatch positions suffer the same competitive hiring issues, which makes hiring and retaining employees with these qualifications of the most importance. Over the past two years the McFarland Police Department has lost three Police Officer Technicians to other agencies, which has caused an increase in overtime expenditures and additional hours spent conducting additional hiring processes. The additional work hours spent hiring new employees are not limited to the interview and selection process. The Police Department is required to exhaust additional resources conducting extensive background checks of every new employee, which can cost up to \$1500 per employee.

Staff conducted an audit of police dispatchers' pay in the surrounding cities. Currently,

McFarland Police Office Technicians are hired at the lowest pay when compared to the cities of Delano, \$23.60 to \$28.69, Shafter \$22.35 to \$27.18, Arvin \$19.86 to \$25.35, and the advertised pay for the upcoming Wasco police Department \$24.90 to \$31.78. McFarland Police Office Technicians are currently hired at the pay rate of \$19.56 to \$25.04 an hour. With the additional training and POST certification, staff recommend McFarland Police Emergency Dispatchers achieve a starting pay rate of \$22.69 to \$29.04 an hour, which would place their pay slightly above the average of \$22.68 an hour.

The initial cost of the transition after training would be a \$3.13 pay increase for each of the four dispatchers. This equates to an annual salary increase of \$6,835.92 each bringing the total to \$27,343.68 annually in wages. Including the ten percent contribution to the employees' 401k, the total impact to the city would be approximately \$30,078.04 annually.

FINANCIAL IMPACT:

These changes would cost an additional \$30,078.04 in salary and benefits in the General Fund.

RECOMMENDATION:

Staff recommends the City Council Report, Discuss and Possibly approve Resolution number 2023-145 to appropriate funds from the General Fund to transition the Police Office Technicians to Police Emergency Dispatchers.

ATTACHMENTS:

1. Police Emergency Dispatcher

RESOLUTION NO. 2023-145

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA,
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND FOR
THE TRANSITION OF THE POLICE OFFICE TECHNICIAN TO POLICE EMERGENCY
DISPATCHER**

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2023/2024; and

WHEREAS, the City Council agrees with the need to transition Police Office Technicians to Police Emergency Dispatchers; and

WHEREAS, the City Council believes the hiring and retention of professionally trained Police Emergency Dispatchers are needed; and

WHEREAS, the transition will increase the ability for the hiring and retention of Police Emergency Dispatchers; and

WHEREAS, the total funds needed for this change is estimated to be \$30,078.04 annually.

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

1. The forgoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council authorizes the transition of Police Office technicians to Police Emergency Dispatchers and the increase of the salary range from salary range 19 to salary range 25.
3. An additional \$30,078.04 shall be allocated to the Public Safety budget from the City's general fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



**CITY OF MCFARLAND
POLICE EMERGENCY DISPATCHER**

**SALARY: \$22.69-\$29.04 Hourly
\$1,815.12 - \$2,323.48 Bi-Weekly**

JOB DUTIES:

- Receive emergency calls from the public requesting police, fire, or other emergency service; determine nature and location of emergency, determine priority, and dispatch emergency units as necessary and in accordance with established procedures.
- Maintain contact with all units on assignment; maintain accurate status and location of police field units and fire units.
- Answer non-emergency calls for assistance; answer maintenance service emergencies on weekends and holidays.
- Prioritize and coordinate emergency calls and relay information and assistance requests involving other law enforcement agencies.
- Answer incoming phone calls; screen calls and route to appropriate person or office.
- Enter, update, and retrieve information from various databases relating to wanted persons, stolen property, vehicle registration, stolen vehicles, and other information.
- Quickly evaluate emergency situations and develop logical working solutions.
- Perform a variety of record keeping, filing, indexing, and other general clerical work including data input and retrieval.
- Confirm warrants; verify electronic record matches' physical record.
- Test and inspect equipment as required.
- Monitor alarm systems covering City's facilities. Communicate via radio to Police Units.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- 60 semester or 90 quarter units of college work OR

Experience:

- Minimum of two (2) years' experience dispatching in a Law Enforcement Agency of equal size or greater than the City of McFarland. OR
- Completion of the McFarland Police department's Public Safety Dispatcher training program and California Peace Officer Standards and Training (P.O.S.T) Public Safety Dispatcher academy.

Supplemental Information

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from the Communications Supervisor.
- May provide technical supervision to less experienced staff in the communication center.

All of the following should be attached to your submission for consideration:

- A completed online application
- Copy of typing certification with 35 wpm, completed with one year of application submission

Other Requirements:

General office environment; sit and/or stand for long periods of time; repetitive keyboarding; reach, squat, lift, and carry up to 25 pounds.

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and Dependents.
- Life insurance equal to 1-year base salary with a minimum of \$50,000
- Retirement: Deferred Compensation 401(k) -The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee.
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 1 Personal Day
- 12 days' vacation and 12 days sick pay accrued annually.
- 12 Days Holiday Pay
- 9/80 Work Schedule- every other Friday off

APPLICATION: To apply, please complete and application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.**

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer. In accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special accommodations during any stage of the examination process should be made in advance to the Human Resources Department.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2023-148 A Resolution of the City Council of the City of McFarland approving funds from the city's general fund for the implementation of a K9 Program for the McFarland Police Department

SUMMARY:

The McFarland Police Department retired our last Police Canine in February 2023. A well-managed and successful Police K9 Unit can be an essential asset to a department if staffed and used strategically. Police K9's assist with reducing officers' time in the searching for suspects, narcotics, explosives, or weapons. A Police K9 has been shown to reduce the need and incidents precipitating uses of force. Police K9s are routinely used as a deescalation tool by acting as a deterrent against law violators resisting arrest or fleeing from officers on foot.

The McFarland Police Department experiences a high volume of calls for service, many of which are violent in nature. A Police K9 provides a better tool to increase officer efficiency and effectiveness. Police K9s allow for quicker apprehension of criminals and better detection of illegal contraband such as narcotics.

A K9 unit for a police department is a specialized unit that assists patrol officers. Specialized units, like K9, within a police department provide opportunities for established officers to diversify their career beyond patrol duties. For a smaller department like the McFarland Police Department, adding specialized units can aid in retention of experienced Police Officers and attract high, caliber recruits.

K9 Deployment Effectiveness

Handlers typically deploy their K9 partners in a variety of situations, such as, vehicle searches for narcotics, area searches and where a violent suspect is fighting with or fleeing from officers. They are also utilized to locate suspects who may be hiding in heavy vegetation, debris or inside buildings. The K9's speed, agility and heightened sense of smell make them a powerful tool in locating and apprehending dangerous criminals.

The approval and adoption of this program will allow us to recruit and retain officers, make the MPD a more desirable agency to work for as the K9 handler position is a highly sought after and coveted position in all agencies, and add a layer of protection to the officers and apprehend subjects in a highly effective and safer way. Studies have found that the mere presence of a K9 can resolve most conflicts.

Handlers and their K9 partners are also an effective community outreach tool as they conduct demonstrations at community events, allowing the public to view first-hand K9 capabilities.

The McFarland Police Department's last K9 was involved in several demonstrations at McFarland High School, which received an overwhelming positive response.

Procurement of K9 and Required Training

The McFarland Police previously entered into an agreement with Adlerhorst International of Junupa Valley for the purchase of our Police Canine. Adlerhorst International has been in business since 1976 and has supplied police service dogs to more than 500 law enforcement agencies throughout the world. Adlerhorst International provides the option of purchasing a titled dog that has proven experience and more flexible pricing options for the initial certifying courses. Adlerhorst International is currently under contract with other agencies in Kern County, including the Kern County Sheriff's Department. With the working relationship in place already, this will help solidify a cooperative between local police canine teams in times of critical incidents and in terms of training and support. The opportunity for joint training is also possible, thereby lowering costs for maintenance, training and travel expenses.

FINANCIAL IMPACT:

Financial impact to the city is \$66,506 for the K9, police officer training and supplies.

RECOMMENDATION:

Staff recommends to discuss and possibly approve the implementation of a K9 program for the McFarland Police Department.

ATTACHMENTS:

1. Est_073641_from_ADLERHORST_INTERNATIONAL_LLC_1656
2. Vendor Adlerhorst - K9 Proposal
3. McFarland Police K-9 Equipment Cost Breakdown with Vendors

RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S GENERAL FUND FOR THE IMPLEMENTATION OF A K9 PROGRAM FOR THE MCFARLAND POLICE DEPARTMENT.

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2023-2024; and

WHEREAS, the City Council recognizes the K-9 program was not approved in the 2023-2024 budget; and

WHEREAS, the City Council recognizes the McFarland Police Department's last K9 was retired during the last fiscal year; and

WHEREAS, the McFarland Police Department is requesting that the City Council Approve the allocation of \$66,506 from the general fund to the McFarland Police Department Budget to begin a K9 program.

WHEREAS, the City Council believes the implementation of a K-9 program for the McFarland Police Department is necessary; and

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City of Mcfarland (City) desires to approve the following requests for funds from the general fund for the implementation of a K9 program.
3. The City Manager is hereby authorized and directed to make a monetary budget amendment of \$66,506 from the general fund for the K-9 program.
4. The City Clerk shall certify the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk

ADLERHORST INTERNATIONAL LLC

3951 Vernon Ave.
Jurupa Valley, CA 92509

QUOTE ONLY

Date	Quote #
11/27/2023	073641

Name / Address
McFarland Police Department 401 W. Kern Ave McFarland Ca 93250

Qty	Description	U/M	Cost	Total
1	Basic Handlers Course #	ea	6,000.00	6,000.00
1	Dual Purpose Police Service Dog. Non- Titled European import with foundation for Police Service Work. Because of our procurement methods, all of our dogs are guaranteed against all congenital issues for 12 months, and performance guaranty for 12 months if handler and dog are being trained by Adlerhorst . 6 month performance guaranty for Agencies conducting their own basic handler courses. E-Collar training attended within one year of purchasing a dog will void our warranty. • (Malinois, German Shepherd, Dutch Shepherd) (No money refund)	ea	12,300.00	12,300.00T
All merchandise subject to California sales tax.				

Quote is valid for 60 days from date of Quote

Subtotal	\$18,300.00
Sales Tax (7.75%)	\$953.25
Total	\$19,253.25



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

Proposal

Adlerhorst International LLC

3951 Vernon Ave.

Jurupa Valley, California 92509

Tel: 951 685 2430

Fax: 951 685 3630

E-mail: office@adlerhorst.com

Proposal for Police Service Dog and Training

Thank you for your interest in Adlerhorst International LLC. We are a family owned business situated on 7½ acres in Western Riverside County, California.

Our principal owner/operators are Dave & Pip Reaver and Michael & Veronique Reaver.

Since 1976, we have provided quality Police Service Dogs to over 500 law enforcement agencies in the United States and several foreign countries. We have evolved into being one of the largest private Police Dog Schools in the world. During this era, we have introduced many theories and techniques that are considered industry standard.

Instructor Staff

We offer an optimal combination of law enforcement and canine experience. All our staff has a minimum of 10 years' experience training police service dogs. Additionally, we have a continual training program for new instructors. Three of our instructors are former police canine supervisors and four are former handlers with law enforcement agencies. Our instructors are certified California P.O.S.T. evaluators, as well community college instructors.

Our training director, Michael Reaver, has over 45 years' experience both in the United States and in Europe training dogs; 35 of those years are police service dog training. He has a Lifetime Teaching Credential from the State of California with a specialty in Police Science

Service Dog Procurement

We are the innovators of procuring dogs with a strong genetic as well as a working background. From inception, we purchased dogs with a European working title, hips, backs and elbows x-rayed and a vet check done personally in Europe prior to shipping. We have a vehicle in Europe capable of transporting 17 dogs, as well as a trailer for an additional 10. We lease kennel facilities in Holland capable of holding 40 dogs.

Procurement trips are made every 6 weeks. Each dog is tested comprehensively by Michael Reaver. All European titled dogs are not equal. Our testing process is conducted on neutral turf, often in a building. Many European handlers / trainers consider our testing process the most comprehensive they have observed. The techniques and testing standards we introduced over the years have caused many European agencies to reassess their testing and procurement policies.

Because of our procurement methods, all our dogs are guaranteed against all congenital issues for 12 months, and performance guaranty for 12 months if handler and dog are being trained by Adlerhorst. 6-month performance guaranty for Agencies conducting their own basic handler courses. (No money refund)

Training

- All our classes are community college credit classes sponsored by Santa Ana Community College.
- Currently we are the only presenter of a 24-hour California P.O.S.T. certified re-certification class.
- Our 240-hour basic patrol class is based on a comprehensive published standard. The program has been tested 50+ times in court with a 100% success rate! Graduate teams are guaranteed to meet any required National or International standard.
- Our detection classes include narcotics, explosive, arson and cadaver training. All licenses are in place from DEA and ATF, as well as a CHP license to transport explosives.
- We offer a 16-hour agitator class that not only teaches proper techniques but behavior theories as well. A limited advanced agitator class is available also.
- Additionally, we offer a monthly maintenance program either on site in Riverside or off site as required. Currently we train in multiple areas in California, as well as Arizona, New Mexico and Texas. An informational brochure describing this service is on our web site.

Vendor	Item	Cost	Number	Total
Adlerhorst	Dual Purpose Titled Dog	\$ 14,500	1	\$ 27,023
Adlerhorst	Basic Handler Course	\$ 5,700	1	\$ 5,700
	Bite Suit	\$ 1,750	1	\$ 1,750
	Neoprene Gauntlet	\$ 45	1	\$ 45
	Leather Muzzle	\$ 300	1	\$ 300
	4' Leather Leash	\$ 60	1	\$ 60
	Garmin Pro 550 E-Collar	\$ 400	1	\$ 400
Zero 9	Kydex Remote Holder	\$ 47	1	\$ 47
	6' Leather Leash	\$ 70	1	\$ 70
	30' Long Line	\$ 50	1	\$ 50
	Black Fur Saver	\$ 30	1	\$ 30
	Buddy Bowl	\$ 30	1	\$ 30
	SS Bowl	\$ 19	1	\$ 19
	SS Water Buckets	\$ 23	1	\$ 23
	K9 Storm Harness	\$ 250	1	\$ 250
	Black Pinch Collar	\$ 50	1	\$ 50
	Tugs	\$ 20	3	\$ 60
	Leather Hand Protector	\$ 155	1	\$ 155
	German Arm	\$ 250	1	\$ 250
	Sleeve Covers	\$ 65	2	\$ 130
	SS Collapsible Crate	\$ 1,000	2	\$ 2,000
American Aluminum	Vehicle Kennel Insert	\$ 2,500	1	\$ 2,500
AceK9	Vehicle Heat Alarm	\$ 1,200	1	\$ 1,200
Ray Allen	Scent Boxes	\$ 600	1	\$ 600
Ray Allen	Narcotic Safe Kit	\$ 480	1	\$ 480
	E-Lusive 2.0 ID Collar	\$ 76	1	\$ 76
KongKomb	Deshedding Brush	\$ 25	1	\$ 25
Taste of the Wild	Food	\$ 59	12	\$ 708
	Pooper Scooper	\$ 25	1	\$ 25
Priefert	Home Kennel	\$ 862	1	\$ 862
	Concrete Pad for Home Kennel	\$ 750	1	\$ 750
	Tax (8.25%)			\$ 3,768
	Hotel for Basic Course (5 Weeks)	\$ 4,500	1	\$ 4,500
CNCA	Membership	\$ 45	1	\$ 45
CNCA	Cnnual Conference	\$ 1,000	1	\$ 1,000
LACPCA	Membership	\$ 25	1	\$ 25
LACPCA	Annual Conference	\$ 1,000	1	\$ 1,000
	K9 Competitions (5 Per Year)	\$ 2,000	1	\$ 2,000
	Grand Total			\$ 58,006
Stiern Vet	Veterinary Care	\$ 5,000	1	\$ 5,000
Adlerhorst	Annual Maintenance Training	\$ 3,500	1	\$ 3,500



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Adam Cabrera , Assistant Public Works Director

SUBJECT: Approval of Resolution No. 2023-146 A Resolution of the City Council of the City of McFarland, California Authorizing the Creation of the Facilities Maintenance Specialist Position and Requesting a Budget Adjustment to the Facilities Maintenance Division of the General Fund

SUMMARY:

The City employee currently serving in the capacity of Street Maintenance I have been completing most of the required repairs and maintenance work throughout all City facilities.

Some of the major accomplishments of this employee include repairing the lighting at the pedestrian walkway pergola, completing the construction of the City Hall breakroom, installation of indoor and outdoor lighting at City Hall, and installation of Council Chambers ceiling fans. The completion of these major projects have resulted in significant cost savings for the City. These functions are broad in scope and require the Street Maintenance I to carry out functions that would generally be obligated to a Facilities Maintenance position. These functions incorporate more complex and critical duties as listed in the job description.

If the position is approved, the current Street Maintenance I would assume the role of Facilities Maintenance Specialist and the position of Street Maintenance I would be vacated.

The city has evaluated the person currently assigned as the Street Maintenance I and determined that the person possesses the knowledge, skills, and abilities to fulfill the functions as the Facilities Maintenance Specialist.

FINANCIAL IMPACT:

The Street Maintenance I is currently at salary range 13, Step B (\$17.72 Hourly, \$1,417.96 Biweekly). Once the employee is reclassified to Facilities Maintenance Specialist, the employee will be at salary range 22, Step A (\$21.07 Hourly, \$1,685.52 Biweekly). The proposed changes will incur an additional financial impact of approximately \$75,000 to the Facilities Maintenance Division of the General Fund. However, most of this additional cost will be distributed among the benefiting funds such as the Wastewater Fund, Refuse Fund, Water Fund and Transit Fund. In addition, the cost to the General Fund will be offset by the street sweeping vacancy in the Streets department.

RECOMMENDATION:

Staff recommends City Council discuss and possibly approves the creation of the Facilities

Maintenance Specialist position and reclassification of the current employee from the Street Maintenance I position to the Facilities Maintenance Specialist. Staff recommends that council discuss and approve the Facilities Maintenance Specialist. This position is vital for ensuring the ongoing maintenance and operational efficiency of the City's facilities. The addition of this role will enable more prompt and effective handling of maintenance issues, thus prolonging the life and usability of city facilities and structures.

By approving this position, the City of McFarland will be better equipped to manage its facilities maintenance needs, ultimately leading to improved service for the community and enhanced preservation of city assets.

ATTACHMENTS:

1. Facilities Maintenance Specialist

RESOLUTION NO. 2023-146

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA
AUTHORIZING THE CREATION OF THE FACILITIES MAINTENANCE SPECIALIST
POSITION AND REQUESTING A BUDGET ADJUSTMENT OF \$75,000 TO THE
FACILITIES MAINTENANCE DIVISION OF THE GENERAL FUND.**

WHEREAS, the City Council of the City of McFarland has an approved budget for the 2023-2024 fiscal year budget; and

WHEREAS, the City Council believes it is necessary to create a permanent job description for the Facilities Maintenance Specialist position; and

WHEREAS, the City Council believes it is necessary to start the position at Range 22 Step A \$21.07- \$26.97 Hourly, \$1,685.52- \$2,157.58 Biweekly; and

WHEREAS, The City Council believes it is necessary to reclassify the current employee from the Street Maintenance I to Facilities Maintenance Specialist;

WHEREAS, the budgetary implications have been assessed, resulting in a required budget adjustment of \$75,000 to the facilities maintenance division of the general fund;

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The job description and pay range has been approved in its entirety.
3. The City Council approves the requested budget adjustment of \$75,000 to the facilities maintenance division in the general fund.
4. The City Manager has full approval to reclassify the current employee from Street Maintenance I to Facilities Maintenance Specialist.
5. The City Clerk shall certify to the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				

Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk



**CITY OF MCFARLAND
PUBLIC WORKS DEPARTMENT
FACILITIES MAINTENANCE SPECIALIST**

Salary Range: \$21.07 - \$26.97
Bi-weekly: \$1,685.52 - \$2,157.58
Annual Salary: \$43,823.52 - \$56,097.08

GENERAL PURPOSE: The fundamental reason this classification exists is to perform skilled and semi-skilled general construction work in the maintenance, installation, replacement and repair of various municipal buildings, facilities, and structures.

JOB DUTIES:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below, to address business needs and changing business practices:

- Perform preventative maintenance duties on City facilities, structures, and equipment, including performing carpentry, painting and paint shop, plumbing, electrical, and masonry work;
- Perform a full range of carpentry work including structural fabrication, installation, repair and maintenance tasks; design, construct, repair and install wood, countertops and cabinets;
- Install, repair and replace walls, flooring, ceilings and roofing on municipal buildings;
- Prepare surfaces for painting; mix and match paint; stain and paint structures and facilities as necessary;
- Perform routine plumbing and maintenance repairs such as unstopping toilets, sinks, or urinals; fixing water leaks, and repairing water and toilet valves;
- Troubleshoot or repair problems with electrical wiring, circuits, circuit breakers and light fixtures;

- Repair damaged plaster and concrete surfaces; lay bricks and tile; mix, pour and form concrete;
- Repair and replace doors, doorknobs, or locks, and repair door closures;
- Move and/or assemble furniture or equipment;
- Coordinate projects and oversee contractors performing work in City buildings and/or facilities;
- Assist or oversee contractors performing work in City buildings or facilities;
- Perform emergency repairs on City facilities and equipment as required;
- Fabricate and install wood signs and picture frames;
- Use and operate hand and power tools and equipment including table saws, drills, planers, routers and sanders;
- Lead and assist others in a variety of maintenance and repair work;
- Maintain accurate records of work performed, materials used, and associated costs;
- Clean and maintain the work facility and tool inventory;
- Make routine and emergency purchases as authorized and required;
- Clean up debris from parking lots, walkways, ditches, alleys, streets, beach areas, and storm drains using appropriate equipment;
- Regularly and predictably attend work; and
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles, practices, and procedures used in carpentry and facility maintenance and repair work;

Tools and equipment necessary for efficient and effective work performance;

Repair and preventative maintenance practices;

Methods and techniques used in estimating time and materials for assigned projects;

Basic building code requirements;

Customer service techniques and principals; and

Safe work practices.

Ability to:

Perform a variety of facility maintenance crafts including carpentry, plumbing, electrical, painting, appliance, and minor HVAC repairs;

Work with independence and make decisions relative to work methods, tools, and materials;

Understand and interpret oral and written directions including construction drawings, plans, blueprints, and assembly instructions;

Establish and maintain cooperative working relationships with those contacted in the course of work;

Read and work from blueprints, drawings, and work orders;

Prepare and maintain records, reports, and work estimates;

Use and care for tools and equipment used in maintenance work;

Estimate necessary materials and supplies with a reasonable degree of accuracy;

Communicate clearly and concisely, both orally and in writing;

This position may require you to work overtime hours as needed.

LICENSE/CERTIFICATE:

Due to the performance of some field duties which require the operation of a personal or City vehicle, a valid and appropriate California driver's license and an acceptable driving record are required.

EXPERIENCE & EDUCATION

A combination of experience and education that would likely provide the required knowledge and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Three years increasingly responsible work experience in facility maintenance, carpentry, painting, plumbing or related field.

Education: High school graduation or equivalent. Additional vocational training or coursework in skilled trades desirable.

The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and Dependents
- Life insurance equal to 1 yr. base salary with a minimum of \$50,000
- Retirement - Deferred Compensation 401(k)-The City of McFarland contributes an additional 10% of an employee's pay each pay period into 401(k) plan, at no cost to the employee.
- Supplemental life insurance (Optional)
- American Fidelity Insurance (Optional)
- Section 125 plan participation
- 1 Personal Day
- 12 Vacation Days, and 12 Days of Sick pay accrued annually
- 12 Days Holiday Pay
- 9/80 Schedule

APPLICATION: To apply, please complete an application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.** To be considered for this position, please submit a complete employment application and resume.

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer. In accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special accommodations during any stage of the examination process should be made in advance to the Human Resources Department.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Adam Cabrera , Assistant Public Works Director

SUBJECT: Approval of Resolution No. 2023- 147 A Resolution of the City Council of the City of McFarland, California Authorizing Title VI program update to comply with federal statutory and administrative requirements

SUMMARY:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As a recipient of FTA funding, the City of McFarland is required to implement a Title VI Program that demonstrates that no transit program or service provided by the City creates discrimination toward any demographic of the population served by that program or service. The Title VI Program is required to be updated every three years and submitted to the Federal Transportation Agency (FTA) for review and approval. The City's current Title VI Program was adopted in August 2017 by council.

Staff has prepared a Title VI Program in accordance with FTA Circular 4702.1A, date May 13, 2007 (see attached). The Title VI Program provides the City's commitment to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin. Specifically, the Title VI Program includes contents:

Title VI compliant filing procedures, forms, and records of any Title VI related investigations, complaints, or inquires

A Public Participation Plan identifying policies for public hearings, workshops and comment periods that encourage public input regarding fare increases or major service changes, and engage minority and limited English proficient populations in the public planning process

Environmental justice and service equity policies

A summary of the City's committees that are engaged in the decision-making process relevant to transit service and operations.

Efforts to ensure sub recipient compliance with Title VI requirements

Transit service standards and policies related to vehicles load, headway, on-time performance, service availability, distribution of transit amenities, and vehicle assignment

Once approve by the City Council, this Title VI Program will be submitted to the FTA for review and final approval. Failure to provide, or update this document every three years could result in the loss of future FTA funds that the City needs to provide its transit service.

FINANCIAL IMPACT:

Adopting this program will have no direct impact on the City's General Fund.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution adopting the City's Title VI Program, and authorize staff to submit the necessary documentation to the Federal Transit Administration (FTA) for review and approval.

ATTACHMENTS:

1. Title VI Program Finished

RESOLUTION NO. 2023-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING THE CITY'S TITLE VI PROGRAM AND AUTHORIZING STAFF TO SUBMIT THE NECESSARY DOCUMENTATION TO THE FEDERAL TRANSIT ADMINISTRATION FOR REVIEW AND APPROVAL.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, as a recipient of Federal Transit Administration (FTA) funding, the City of McFarland is required to implement a Title VI Program that demonstrates that no transit program or service provided by the City creates discrimination toward any demographic of the population serviced by that program or service; and

WHEREAS, the City's current Title VI Program was adopted in August 2017, and is required to be updated every three years; and

WHEREAS, staff has prepared a new Title VI Program in accordance with FTA Circular 4702.1A, dated May 13, 2007; and

WHEREAS, the City is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin.

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

1. The City Council of the City of McFarland hereby adopts the City's Title VI Program, and authorizes staff to submit the necessary documentation to the FTA for review and approval.
2. The City Council of the City of McFarland authorizes staff to make any necessary changes, amendments, or revisions to the Title VI Program in order to ensure compliance with the FTA Circular 4702.1A dated May 13, 2007.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk

City of McFarland FTA TITLE VI COMPLIANCE REPORT

November 11, 2023



401 West Kern Ave
McFarland, CA 93250
(661) 792-3091

CITY OF MCFARLAND LEP PLAN



City of McFarland Plan for Special Language Services to Limited English Proficient (LEP) Populations

Presidential Executive Order 13166 requires federal agencies to implement measures to ensure that people who speak limited English have meaningful access to programs and activities that are conducted and/or funded by the federal government, consistent with Title VI of the Civil Rights Act of 1964. Both the U.S. Department of Transportation (US DOT) and Federal Transit Administration (FTA) have implemented guidance or directives in furtherance of executive Order 13166.

In compliance with guidance and rules issued by US DOT, and Title VI of the Civil Rights Act of 1964, City of McFarland continues to take reasonable steps to ensure that all persons have meaningful access to its programs, services, and information, at no additional cost. This document is City of McFarland's Plan for Special Language Services to Limited English Proficient (LEP) Populations, referred to as the LEP Plan. In order to prepare this LEP Plan, City of McFarland undertook the US DOT's four-factor analysis, which considers the following:

1. The number and proportion of LEP persons served or encountered in the eligible service population.
2. The frequency with which LEP persons come in contact with City of McFarland programs, activities or services.
3. The importance to LEP Persons of City of McFarland's program, activities and services.
4. The resources available to City of McFarland and overall cost to provide LEP assistance.

The City of McFarland is the local planning organization for the city of McFarland and the local service area is approximately 2 square miles, with a population of 14,388 in a rural setting. The population is increasingly diverse, with a portion speaking a language other than English.

Part 1. Determination of Need

The following tables, drawn from The U. S. Census Bureau, identify those who speak English "less than very well" as Limited English Proficient persons.

Table 1 shows, by county, the ability to speak English and languages spoken at home for persons five years of age and older. The five most frequent languages in the region other than English are Spanish (44.99% percent), Tagalog (.26%), and Arabic (.23%). However, many of these people also speak English very well. Table 2 shows that Spanish-speakers are the only population representing more than five percent of the city's population, that is identified as not speaking English very well.

Table 1 – Language spoken at Home by Ability to Speak English for the Population 5 Years and Over

	McFarland city, California	
	Estimate	Margin of Error
Total:	13, 048	+/-305
Speak only English	3,247	+/-849
Spanish or Spanish Creole:	9,698	+/-896
Speak English "very well"	3,669	+/-619
Speak English less than "very well"	6,029	+/-828
Laotian:	13	+/-25
Speak English "very well"	13	+/-25
Speak English less than "very well"	0	+/-20
Tagalog:	54	+/-68
Speak English "very well"	46	+/-66
Speak English less than "very well"	8	+/-15
Other Pacific Island languages:	81	+/-71
Speak English "very well"	64	+/-70
Speak English less than "very well"	17	+/-22
Arabic:	19	+/-18
Speak English "very well"	19	+/-18
Speak English less than "very well"	0	+/-21
African languages:	10	+/-17
Speak English "very well"	10	+/-17
Speak English less than "very well"	0	+/-20

Table 2 – Populations speaking English Less than “Very Well” Regionally

Speak English less than "very well"							Speaks English "Very Well"	Speaks Only English	Total
Spanish	Laotian:	Tagalog:	Other Pacific Island languages	Arabic	African	Total speaking English less than "very well"			
5,056	-	29	-	26	-	5,111	4,353	1,774	11,238
44.99% of McFarland population	0.00% of McFarland population	0.26% of McFarland population	0.00% of McFarland population	0.23% of McFarland population	0.00% of McFarland population	45.48% of McFarland population	38.73% of McFarland population	15.79% of McFarland population	100%

Factor 2: frequency of LEP populations' contact with programs, activities, services.

City of McFarland's experience with LEP populations has been primarily with Spanish speakers. Outreach print materials for Regional Transportation Plan (RTP) workshops, unmet transit needs hearings, and environmental justice focus groups have regularly been translated into Spanish. The City has a translator for the council meetings, which include the unmet transit needs hearings. Other meetings have been conducted with a staff member able to translate the meeting details into Spanish upon request.

Factor 3: Importance to LEP population of programs, services, activities.

City of McFarland is a direct provider of transportation services. The City of McFarland plans for transportation facilities, programs and services for the citizens of the City of McFarland. The City of McFarland encourages the citizens for their input on the LEP.

Factor 4: Resources available to City of McFarland and overall cost to provide LEP assistance.

City of McFarland provides publicity in Spanish for unmet transit needs hearings and offers translation into any language upon request to allow LEP populations to participate. City of McFarland provides translation services for community workshops to develop the City's long-range transportation plan. However, there has not been significant demand from LEP residents to participate in these discussions, unless City of McFarland actively works with community-based organizations to recruit participants from their LEP constituency and provide on-site language support. To the extent possible, City of McFarland staff also goes out to other organization's meetings or English as a Second Language (ESL) classes involving LEP persons, but unfortunately, the resources for doing this type of outreach are very limited.

City of McFarland has five staff members that speaks fluent Spanish, answers calls from the main telephone line that come in in Spanish, and has an outgoing voicemail message in both English and Spanish. However, in some cases, the cost to implement multiple language programs, especially to provide translated materials or simultaneous translation, is significant and unfunded.

Part 2. Implementation Plan on Language Assistance

1. LEP persons who need language assistance

As noted above, the most significant group requiring language assistance has been the Hispanic/Latino population, with 15.7 percent of the region's Spanish-speaking population speaking English less than very well. However, City of McFarland has also sought to identify other groups needing language assistance. City of McFarland continues to monitor the needs of LEP persons, and to determine its communications and public participation efforts to include people regardless of language barriers.

2. Providing language assistance

City of McFarland has a number of techniques or practices to provide meaningful opportunities for LEP residents to access transportation-related information and provide input that informs key decisions, including the following:

Transportation Information

- The City of McFarland's website contains local transportation information and links to transportation information, including KernCog's, 511 website and Kern Regional Transportation.
- Kern COG's 511 website for traffic, transit, rideshare and bicycling information can be accessed in all languages supported by Google translator, including Spanish and other local applicable languages.

- By dialing 511, telephone information on transportation services in the Kern region is available in Spanish.
- As part of a study of transit needs to reach “lifeline” or essential destinations, City staff interviewed local organizations working with LEP populations to identify issues and concerns with public transit services and provide more transportation information.
- City staff has distributed transportation resource sheets to agencies working with low-income and LEP populations in the city, including where to find transit information in languages than English.
- City staff has distributed to labor contractors and potential drivers and riders the availability of reduced cost vanpools for agricultural workers in the Kern region.
- The City of McFarland holds Unmet Transit Needs hearings in both English and Spanish. City staff also sends press releases to and purchases advertisements in a non-English language newspaper publicizing the hearings. Spanish-speakers with comments by phone are directed to call the city, and written or E-mail comments are accepted in any language.
- Most of the City of McFarland’s transit operators already provide transit service information in Spanish. City of McFarland Transit also has staff to answer callers in Spanish language. The City of McFarland also maintains an awareness and sensitivity to LEP needs in developing Short- Range Transit Plans for the City of McFarland, including creating on-board surveys in languages other than English as needed, and developing new transit marketing strategies and recommendations for reaching relevant LEP populations in the transit operator’s area.

Regional Transportation Planning

- City of McFarland provided opportunities for public input at several stages of development of the recently-released Draft RTP/SCS. City of McFarland publicized community workshops through fliers in English and Spanish. Staff also worked with community-based organizations that serve LEP populations to support outreach and participation in the workshops. Translation services were available at meetings.

City of McFarland plans to continue such measures to insure that those with limited English proficiency can obtain information about transportation services in the City of McFarland, provide meaningful comment on public transit services, and participate in City of McFarland transportation planning process.

3. Training staff

Many of City of McFarland’s staff has experience communicating in an ethnically diverse environment. A number come to the job with multi-lingual skills. Agency training and internal planning will continue to note the need to consider persons with limited English proficiency in communicating transportation information, and providing or partnering for language assistance for LEP persons to support and encourage their participation in the RTP/SCS planning process and other key planning activities.

Given the proliferation of smart phone and expansion of Internet access, even among low-income populations, City of McFarland is also exploring the potential to use more online community education and engagement tools that allow people to participate in the planning process without having to physically attend workshops or meetings, and whether those tools can be cost-effectively translated into Spanish or other non-English languages.

4. Providing notice to LEP persons

City of McFarland will continue to inform the public and LEP persons of their rights under Title VI in a number of ways:

- Notification of Title VI rights on City of McFarland's website in English and Spanish.
- Complaint procedures and forms translated into Spanish that are posted on City of McFarland's website and available through City of McFarland's office.
- Continuing with routine use of both English and Spanish on printed or electronic announcements for Unmet Transit Needs Hearings and public workshops on key planning efforts that alert interested individuals on how to request translation services.
- Working with community-based organizations and other stakeholders to inform LEP individuals of City of McFarland's programs and services, including the availability of language services.

5. Monitoring/updating the plan

While maintaining a basic level of access by LEP populations to City of McFarland transportation information and services, and public input opportunities into key planning decisions, City of McFarland will monitor demographic shifts and translation requests and adjust to meet demand. City of McFarland LEP Plan will be updated as needs to reflect significant changes.

City of McFarland

U.S. Department of Transportation Title VI Complaint Procedure

City of McFarland has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III and IV of the Federal Administration Circular 4702.1A, dated May 13, 2007. City of McFarland's Title VI is posted on City of McFarland's website at: www.mcfarlandcity.org and written copies are available at:

City of McFarland
401 West Kern Ave
McFarland, CA 93250

The complaint procedure has five steps outlined below:

1. Submission of Complaint: Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, age, sex, disability, religion, or low-income status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal Financial assistance through City of McFarland may file a written complaint with the City Manager. Such complaint must be filed within 60 days after the date the person believes the discrimination occurred. If language or physical disabilities limit or prevent a person from filing a written complaint with City of McFarland, City of McFarland staff will provide technical assistance to ensure the complaint can be received and acted upon.

2. Referral to Review Officer: Upon receipt of the Complaint, the City Manager shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the Complaint, in consultation with the City Council. The staff review officer(s) shall complete their review no later than 45 calendar days after the date City of McFarland received the complaint. If more times required, the City Manager shall notify the Complainant of the estimated time-frame for completing the review. Upon completion of the review, the staff review officer(s) shall make a recommendation regarding the merit of the Complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to City of McFarland processes relative to Title VI and environmental justice, as appropriate.

3. Request for Reconsideration: If the Complainant disagrees with the City Manager's response, he or she may request reconsideration by submitting the request, in writing, to the City Manager within 10 calendar days after receipt of the Executive Director's response. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the City Manager. The City Manager will notify the Complainant of his or her decision to accept or reject the request for reconsideration within 10 calendar days. In

Cases where the City Manager agrees to reconsider, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2, above.

4. Appeal: If the request for reconsideration is denied, the Complainant may appeal the City Manager's response to the Complaint by submitting written appeal to City of McFarland's City Council no later than 10 calendar days after receipt of the City Manager's written decision rejecting reconsideration.

5. Submission of Complaint to the Department of Transportation: If the Complainant is dissatisfied with City of McFarland's resolution of the complaint, he or she may submit a complaint to the Department of Transportation for investigation. In accordance with Chapters III and IV, Title VI Discrimination Complaints, of FTA Circular 4702.1A, such complaint must be submitted within 180 calendar days after the date of the Alleged discrimination. Chapters III and IV of the FTA Circular 4702.1A, which outlines the complaint process to the Department of Transportation, may be obtained by requesting a copy from City of McFarland's Public Information Officer at (661) 792-3091.

CITY OF MCFARLAND
McFarland Dial-A-Ride
Title VI Notice & Complaint Process

The City of McFarland is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with the City.

Complaints may be filed with the City in writing and may be addressed to:

City Clerk
Title VI Compliance Coordinator
City of McFarland
401 West Kern Avenue
McFarland, CA 93250

A copy of the Title VI Complaint Form (in English or Spanish) and additional information may be obtained from the City's web site at "www.mcfarlandcity.org" (under Public Works-Transit or by calling (661) 792-3091. The City will provide appropriate assistance to complainants who are limited in their ability to communicate in English. If information is needed in another language, contact (661)792-3091. Si se necesita información en español, llame al (661)792-3091

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Title VI Program Coordinator, FTA Office of Civil Rights, East Building, 5th Floor- TCR, 1200 New Jersey Ave., S.E., Washington D.C. 20590

1. **Requirement to Post Notice of Title VI.** The City is required to post a public notice of the protections against discrimination afforded by Title VI.

City of McFarland Locations Where Title VI Notice is Posted

The following is a list of locations where transit-related bilingual Title VI Public Notices are posted:

- Dial-A-Ride buses
- Dial-A-Ride bus stops/bus shelters
- City of McFarland website: www.mcfarlandcity.org
- City Hall (401 West Kern Avenue, McFarland CA 93250)

2. **Requirement to Develop Title VI Complaint Procedures and Complaint Form.**

The City is required to develop procedures for investigating and tracking Title VI complaints filed against the City and to make these procedures for filing a complaint available to the general public.

City of McFarland Title VI Complaint Procedures

Submission of Complaint: If a customer believes he/she has received discriminatory treatment by City of McFarland's transit system on the basis of race, color or national origin, the customer will have the right to file a complaint with the Transit Title VI Compliance Coordinator.

The complaint shall be in writing and signed by the complainant(s). Written complaints shall include:

- Date of the alleged discrimination.
- Date when the complainant(s) became aware of the alleged act of discrimination; or
- Date that conduct was discontinued or the latest instance of conduct.
- Detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.

The complaint can be mailed to:

City of McFarland – CityClerk
Title VI Compliance Coordinator
401 West Kern Avenue
McFarland, CA 93250

The complaint can be phoned to:

(661)792-3091

The complaint may be made in person at:

City of McFarland
401 West Kern Avenue
McFarland, CA 93250

Investigation of Complaints

Upon receipt of the complaint, the Compliance Coordinator will review it to determine if the City of McFarland has jurisdiction. As appropriate, the complaint will be investigated and a determination made. Formal investigation will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. The complainant will be notified in writing of the resolution.

The complainant has ten business days from the date of the letter to send requested information to the Compliance Coordinator. If the Coordinator is not contacted by the complainant or does not receive the additional information within ten (10) business days, the City of McFarland can administratively close the case.

Upon completion of the review, the Compliance Coordinator shall make a recommendation regarding the merit of the complaint, whether remedial actions are available to provide redress, and whether improvements to the City's Title VI process are needed.

A case can be administratively closed if the complainant no longer wishes to pursue their case. Following the investigation, the Title VI Compliance Coordinator will issue one of two letters to the complainant: (1) a closure letter, or (2) a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of finding summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

- Appeals Process

If the complainant is not satisfied with the resolution, he or she may appeal it to:

City of McFarland
City Manager
401 West Kern Avenue
McFarland, CA 93250
Phone: (661) 792-3091
Fax: (661) 792-3093

- Submission of Complaint to the Department of Transportation The complainant may also file a complaint directly to:

FTA Office of Civil Rights
Title VI Program
Coordinator
East Building, 5th Floor – TCR, 1200
New Jersey Avenue, S.E.
Washington, D.C. 20590.

In accordance with FTA Circular 4702.1B, Chapter 9, Complaints, such a complaint must be filed within 180 calendar days after the date of the alleged discrimination.



**CITY OF MCFARLAND DIAL-A-RIDE
TITLE VI COMPLAINT FORM**

Section I: (Please write legibly)

1. Name: _____
2. Address: _____
3. Telephone: _____ 3.a. Secondary Phone (Optional): _____
4. Email Address: _____
5. Accessible Format Requirements?
☐ Large Print ☐ Audio Tape ☐ TDD ☐ Other

Section II:

6. Are you filing this complaint on your own behalf? Yes* _____ No _____
*If you answered "yes" to #6, go to Section III.
7. If you answered "no" to #6, what is the name of the person for whom you are filing this complaint?
Name: _____
8. What is your relationship with this individual: _____
9. Please explain why you have filed for a third party: _____
10. Please confirm that you have obtained permission of the aggrieved party to file on their behalf. Yes _____ No _____

Section III:

11. I believe the discrimination I experienced was based on (check all that apply):
☐ Race ☐ Color ☐ National Origin
12. Date of alleged discrimination: (mm/dd/yyyy) _____
13. Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV:

14. Have you previously filed a Title VI complaint with the City of McFarland?
Yes _____ No _____

Section V:

15. Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes _____ No _____

If yes, check all that apply:

[] Federal Agency [] State Agency _____

_____ [] Local Agency _____

[] Federal Court _____

[] State Court _____

16. If you answered "yes" to #15, provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____ Email: _____

Section VI:

Name of Transit Agency complaint is against: _____

Contact Person: _____

Telephone: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date are required below to complete form:

Signature _____ Date _____

Please submit this form in person or mail this form to either address below:

City of McFarland – City Clerk
Title VI Compliance Coordinator
401 West Kern Avenue
McFarland, CA 93250

Federal Transit Administration
Title VI Program Coordinator,
FTA Office of Civil Rights,
East Building , 5th Floor-TCR 1200
New Jersey Ave, S.E. Washington DC 20590

**LA CIUDAD DE MCFARLAND
DIAL-A-RIDE
Título VI Noticia y Proceso de Quejas**

La Ciudad de McFarland, se compromete a garantizar que ninguna persona sea excluida de participar o denegar los beneficios de servicios basado por raza, color, linaje, u origen nacional, según lo dispuesto en el Título VI de la Ley de Derechos Civiles de 1964. Cualquier persona que cree que él o ella ha sido objeto de discriminación en virtud del Título VI basado por raza, color u origen nacional puede

Las quejas pueden ser presentadas en la Ciudad por escrito y pueden ser dirigidas a:

City Clerk
Coordinador de Conformidad Título VI
Ciudad de McFarland
401 West Kern Avenue
McFarland, CA 93250

Una copia del Título VI Formulario de Queja (en Inglés o Español) y la información adicional se puede obtener desde el sitio web de la Ciudad en "www.mcfarlandcity.org" (en "Transportación") o llamando al (661) 792-3091. La Ciudad proveerá asistencia apropiada para los denunciantes que sean limitados en su capacidad de comunicarse en inglés. Si se necesita información en español, llame al (661)792-3091

Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito mediante la presentación de una queja ante Title VI Program Coordinator, FTA Office of Civil Rights, East Building, 5th Floor- TCR, 1200 New Jersey Ave., S.E., Washington D.C. 20590

1. **Obligación de Publicar Aviso del Título VI.** La Ciudad tiene la obligación de publicar un aviso público de las protecciones contra la discriminación que ofrece el Título VI .

Lugares donde la Ciudad de McFarland publica el aviso del Título VI.

La siguiente es una lista de los lugares en los que se publican noticias publicas relacionadas con el tránsito

- Autobuses del Dial-A-Ride
- Paradas/marquesinas del autobus Dial-A-Ride
- La pagina del la Ciudad de McFarland www.mcfarlandcity.org
- City Hall (401 West Kern Avenue, McFarland CA 93250)

2. **Requisito para el Desarrollo de Procedimientos de Quejas del Título VI y Formulario de Queja.** La Ciudad tiene la obligación de desarrollar los procedimientos para la investigación y el seguimiento de las denuncias presentadas en contra del Título VI de la ciudad y para hacer estos procedimientos para presentar una queja a disposición del público en general .

Procedimientos de Quejas Título VI de la Ciudad de McFarland

Presentación de Queja: Si un cliente cree que él / ella ha recibido un trato discriminatorio por parte de la Ciudad de sistema de tránsito de McFarland sobre la base de raza, color u origen nacional , el cliente tendrá el derecho de presentar una queja con el Coordinador de Tránsito Título VI.

La denuncia se hará por escrito y firmada por el denunciante (s) . Las quejas por escrito deben incluir :

- Fecha de la supuesta discriminación .
- Fecha en la que el denunciante(s) se dio cuenta del presunto acto de discriminación; o
- Fechas que la conducta fue descontinuado o el más reciente ejemplo de conducta.
- Detallada descripción de los problemas, incluidos los nombres y cargos de las personas que se perciben como partes en la queja.

La queja puede ser enviada correo:

City of McFarland – CityClerk
Title VI Compliance Coordinator
401 West Kern Avenue
McFarland, CA 93250

Para quejarse por teléfono:

(661)792-3091

Para quejarse en persona:

City of McFarland
401 West Kern Avenue
McFarland, CA 93250

Investigación de Quejas

Tras la recepción de la queja, el Coordinador de Cumplimiento la revisará para determinar si la Ciudad de McFarland tiene jurisdicción. En su caso, la queja será investigada y una determinación hecha. Investigación formal será confidencial e incluirá, pero no se limitan a, los detalles del incidente, la frecuencia específica y las fechas de los sucesos y los nombres de los testigos. El denunciante será notificado por escrito de la resolución.

El demandante tiene diez días hábiles a partir de la fecha de la carta a enviar la información solicitada a la Coordinadora de Cumplimiento. Si el coordinador no está en contacto con el reclamante o no recibe la información adicional dentro de los diez (10) días hábiles, la ciudad de McFarland puede cerrar administrativamente el caso..

Al terminar la revisión, el Coordinador de Cumplimiento deberá hacer una recomendación sobre el mérito de la queja, si las acciones correctivas se encuentran disponibles para proporcionar un reparción, y si se necesitan mejoras en proceso el título VI de la Ciudad.

Un caso puede ser administrativamente cerrado si el demandante ya no desea seguir su caso. Tras la investigación, el Coordinador del Título VI Cumplimiento emitirá una de las dos cartas a la denunciante: (1) una carta de cierre, o (2) una carta de hallazgo. Una carta de cierre resume las acusaciones y afirma que no había una violación del Título VI y que el caso se cerrará. Una carta de hallazgo resume las alegaciones y las entrevistas sobre el supuesto incidente, y explica si alguna acción disciplinaria, la formación adicional del funcionario u otra acción.

- Proceso de Apelaciones

Si el demandante no está satisfecho con la resolución, él o ella puede apelar a:

City of McFarland
City Manager
401 West Kern Avenue
McFarland, CA 93250
Phone: (661) 792-3091
Fax: (661) 792-3093

- Presentación de Queja al Departamento de Transporte El demandante también puede presentar una queja directamente a:

FTA Office of Civil Rights
Title VI Program
Coordinator
East Building, 5th Floor – TCR, 1200
New Jersey Avenue, S.E.
Washington, D.C. 20590.

De conformidad con el acuerdo de libre comercio Circular 4702.1B, el Capítulo 9, Quejas, dicha queja se debe presentar dentro de los 180 días naturales después de la fecha de la supuesta discriminación.

Sección I: (Favor de escribir en forma legible)

1. Nombre: _____
2. Dirección: _____
3. Teléfono: _____ 3.a. Teléfono Secundario (Opcional): _____
4. Correo Electrónico: _____
5. Requisitos en formato accesible?
☐ Letra Grande ☐ Cinta de Audio ☐ TDD ☐ Otra Forma

Sección II:

6. Esta presentando esta queja en su propio nombre? Si* _____ No _____
*Si contesto "sí" al #6, baje a la Sección III.
7. Si contesto "no" al #6, cual es el nombre de la persona por cual usted esta representando la queja? Nombre: _____
8. Cual es la relación con este individuo: _____
Favor de explicar porque usted esta representando a una tercera persona: _____
9. Favor de confirmar que usted obtuvo permiso de someter una queja con la persona afectada. Si _____ No _____

Sección III:

10. Yo creo que la discriminación por la que pase fue basada por (Marque la que pertenezca):
☐ Raza ☐ Color ☐ Origen Nacional
11. Fecha de la presunta discriminación: (mm/dd/aaaa) _____
12. Explique lo mas claro posible lo que paso y porque cree que fue discriminado. Describe todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la persona(s) que lo discrimino (si se conoce), así como los nombres y la información de los testigos en contacto. Si se necesita mas espacio, por favor use el reverso de este formulario.

Sección IV:

13. Ha presentado anteriormente una queja del Título VI con la Ciudad de McFarland?

Si _____ No _____

Sección V:

14. Ha presentado esta queja con cualquier otra agencia federal, estatal o local, o ante cualquier tribunal federal o estatal?

Si _____ No _____

Si contesto si, marque el que aplique:

[] Agencia Federal _____ [] Agencia Estatal _____
[] Corte Federal _____ [] Agencia Local _____
[] Corte Estatal _____

15. Si contesto "si" al #15, favor de proveer información de una persona con la que usted tubo contacto con la agencia/corte donde se sometió la queja.

Nombre: _____
Título: _____
Agencia: _____
Dirección: _____
Teléfono: _____ Email: _____

Sección VI:

Nombre de la Agencia de Tránsito con la que se inició su queja: _____
Persona de Contacto: _____
Teléfono: _____

Usted puede adjuntar cualquier material escrito u otra información que crea que es relevante para su queja.

Firma y fecha es requerida para someter esta forma:

Firma _____ Fecha _____

Favor de someter esta forma en persona o por correo una de las siguientes direcciones:

City of McFarland – City Clerk
Title VI Compliance Coordinator
401 West Kern Avenue
McFarland, CA 93250

Federal Transit Administration
Title VI Program Coordinator,
FTA Office of Civil Rights,
East Building , 5th Floor-TCR 1200
New Jersey Ave, S.E. Washington DC 20590

Locations of Postings

List of Locations Where Title VI Notice is Posted

City of McFarland's Title VI Notice to the public is currently posted at the following locations:

Location	Address	City
McFarland City Hall	401 W. Kern Ave.	McFarland, CA 93250
McFarland Veterans Community Center	103 W Sherwood Ave	McFarland, CA 93250
McFarland City Website	www.mcfarlandcity.org/269/Transportation	
McFarland Transit Van	661-792-3091	

Investigations, Complaints, or Inquiries

McFarland Transit maintains a list of active investigations conducted by FTA and entries other than FTA, including lawsuits and complaints naming McFarland Transit that allege discrimination on the basis of race, color, or national origin. This list includes a date that the transit-related Title VI investigation, lawsuit, or complaint was filed; and actions taken by McFarland Transit in response, or final findings related to the investigation, lawsuit, or complaint. Below is the Title VI Investigations, Complaints, or Lawsuit Log.

File #	Incident Date	Summary of Complaint	Status	Action(s) Taken
None	N/A	N/A	N/A	N/A

As of the writing of this program, McFarland Transit has no complaints, investigations, or lawsuits which allege discrimination on the grounds of race, color or national or origins, or any other form of discrimination.

Public Participation Plan

McFarland advertises with flyers and school announcements.

Safe Harbor Provision

The Federal Transit Authority Circular 4702.1B states:

"DOT has adopted DOJ's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. A recipient may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures. For example, a recipient may determine that a large number of persons in that language group have low literacy skills in their native language and therefore require oral interpretation. In such cases, background documentation regarding the determination shall be provided to FTA in the Title VI Program."

Membership of Non-Elected Committees and Councils

City of McFarland does not have a non-elected transit related advisory council at this time.

Title VI Equity Analysis

City of McFarland does not have transit related facilities



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 17.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

SUBJECT: Approval of Resolution No. 2023-139 A Resolution of the City Council of the City of McFarland, California Authorizing the City Manager to Enter into Agreement with Hinderliter, de Llamas, and Associates for Measure M Services

SUMMARY:

Measure M, a voter-approved 1% transaction and use tax, is a pivotal revenue measure for the City of McFarland. Implemented as a local tax initiative, Measure M was designed to bolster the City's general fund, enabling it to address various essential community needs. The funds generated from this tax are critical in supporting a range of municipal services, including but not limited to public safety, infrastructure improvements, community services, and other vital city operations.

Given its significance, the administration and optimization of Measure M revenue are of utmost importance. The City must ensure that these funds are managed efficiently, and all potential revenues are accurately collected and allocated. This requires specialized expertise in tax law, revenue forecasting, and financial analysis, which is where the services of Hinderliter, de Llamas and Associates become invaluable.

Hinderliter, de Llamas and Associates, with their extensive experience in financial analysis and tax revenue optimization for municipal governments, are well-suited to manage the complexities of Measure M. Their services will include detailed analysis, forecasting of tax revenues, database management, and regular reporting to the City.

The agreement with Hinderliter, de Llamas, and Associates is a strategic move towards the effective management of Measure M revenues, crucial for supporting various city services and initiatives.

FINANCIAL IMPACT:

The annual cost for these services is approximately \$6,000, which is included in the City's Fiscal Year 2023-24 budget. As such, no budget adjustment is necessary.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution authorizing the City Manager to enter into an agreement with Hinderliter, de Llamas and Associates for services related to the

City's 1% transaction and use tax (Measure M).

ATTACHMENTS:

1. Draft Contract
2. Schedule A - Statement of Work

RESOLUTION NO. 2023-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HINDERLITER, DE LLAMAS, AND ASSOCIATES FOR SERVICES RELATED TO THE CITY'S 1% TRANSACTION AND USE TAX (MEASURE M)

WHEREAS, the City of McFarland (the "City") has established a 1% transaction and use tax (Measure M) as a critical source of revenue for the City; and

WHEREAS, the City recognizes the need for specialized services to effectively administer, analyze, forecast, and optimize the revenues generated from Measure M; and

WHEREAS, Hinderliter, de Llamas and Associates (the "Consultant") is a firm with expertise in providing such services to municipal governments, including transactions tax analysis, economic forecasting, database management, reporting, and recovery services; and

WHEREAS, the City desires to enter into an agreement with the Consultant for these services as outlined in the attached Statement of Work (Schedule A) and the draft contract;

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

1. **Authorization:** The City Council hereby authorizes the City Manager to enter into and execute the agreement with Hinderliter, de Llamas, and Associates for the provision of services related to the City's 1% transaction and use tax (Measure M) as detailed in the attached Statement of Work (Schedule A) and the draft contract.
2. **Compliance and Confidentiality:** The City Manager shall ensure that the agreement with the Consultant is in compliance with all applicable laws and regulations, especially in regards to the confidentiality and security of taxpayer information.
3. **Oversight and Implementation:** City staff are directed to oversee the implementation of this agreement and ensure that the services provided align with the City's financial management objectives and the needs of the community.
4. **Effective Date:** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Amador Ayon				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2023 (the “Agreement Date”) by and between Hinderliter de Llamas and Associates (“Consultant”), and CITY OF MCFARLAND (“Client”), which is located within the state of California (the “State”).

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the

Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide the Services or any services similar to the Services.

2. Fees. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. Invoices; Payment.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. Insurance. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. Client Support.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe

to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any rights of Client or any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software’s documentation, nor modify (or allow the modification of) the Software or the Software’s documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or the Software’s documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client’s access to such software (including, without limitation, by Consultant, such software’s owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant’s or such third parties’ exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three

(3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification

8.1 Consultant, on behalf of itself and its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group"), agrees to fully and promptly protect, indemnify, reimburse and hold harmless Client, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Client Group"), from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Consultant under this Agreement, or (b) any gross negligence or willful misconduct on the part of any one or more of Consultant Group.

8.2 Client, on behalf of itself and the other members of Client Group, agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant and the other members of

Consultant Group from and against any and all Liabilities which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission by any one or more Client Group. In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.3 Promptly after any member of Client Group or any member of Consultant Group (in each case, the "Indemnified Group") receives notice of the commencement of any proceeding for which Client or Consultant (as the case may be) intends to make a claim for indemnification under this Agreement, it should notify the other party (the "Indemnifying Party"), but the failure to so notify will not result in the loss of any rights of any of the Indemnified Group to indemnification hereunder except to the extent that the Indemnifying Party does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. The Indemnifying Party will assume the defense of the Indemnified Group (including the employment of legal counsel reasonably satisfactory to the Indemnified Group) and payment of such counsel's fees and disbursements (including retainers). Should the Indemnified Group reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if the Indemnifying Party has not assumed the defense, then any of the Indemnified Group may employ separate legal counsel, and the Indemnifying Party will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of the Indemnified Group.

8.4 Neither Consultant nor Client shall, without the other party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of the other party or any other member of the Indemnified Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of the other party and any other member of the Indemnified Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of the other party and any other member of the Indemnified Group.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or gross negligence.

9.1.5 No claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than one year after the date on which such claim arose (regardless of the date when Client may have discovered a basis for the claim).

9.1.6 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary, Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter de Llamas and Associates Attn: Maria Soto-Sanchez, Email: msoto-sanchez@hdlcompanies.com; and Client: CITY OF MCFARLAND, Attn: Kenneth Williams, Email: kwilliams@mcfarlandcity.org.

10.7 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.8 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.9 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

Hinderliter de Llamas and Associates

By: _____
Andrew Nickerson, President/CEO

CLIENT:

CITY OF MCFARLAND

By: _____
Its: _____

By: _____
Its: _____

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE A
Transactions Tax Audit Services
Economic Analysis/Forecasting and Related Services

SERVICES

1. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “M” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 1.2. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
- 1.4. Consultant shall make available to CITY the HdL proprietary software program and Measure “M” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2. Deficiency/Allocation Reviews and Recovery

- 2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
 - 2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “M” City boundaries, and therefore subject to transactions tax.
 - 2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
 - 2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - 2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “M” Transactions Tax District.
- 2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.

SCHEDULE A
Transactions Tax Audit Services
Economic Analysis/Forecasting and Related Services

- 2.3. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

FEES

3. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 3.1. Fees shall be paid \$200 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 3.2. Consultant may change the non-hourly Fees established above once a year. Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

4. Allocation and Audit Recovery Services

- 4.1 Fees shall be paid 25% of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

5. Consulting and Other Optional Services

- 5.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 5.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

6. General Provisions Relating to Fees

- 6.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by City.
- 6.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

7. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section

SCHEDULE A
Transactions Tax Audit Services
Economic Analysis/Forecasting and Related Services

7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 7.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 7.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 7.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 7.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 18.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: November 30,
2023

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Diego Viramontes, Finance Director

SUBJECT: Approval of Resolution No. 2023-140 A Resolution of the City Council of the City of McFarland, California Authorizing Examination of Records by Hinderliter, de Llamas and Associates

SUMMARY:

Measure M, a voter-approved 1% transaction and use tax, is a pivotal revenue measure for the City of McFarland. Implemented as a local tax initiative, Measure M was designed to bolster the City's general fund, enabling it to address various essential community needs. The funds generated from this tax are critical in supporting a range of municipal services, including but not limited to public safety, infrastructure improvements, community services, and other vital city operations.

The effective management and oversight of Measure M revenues require direct examination and analysis of tax records. Designating a firm with specialized expertise in this area is essential for ensuring accuracy and compliance in revenue collection and allocation.

By designating Hinderliter, de Llamas and Associates as an authorized designee, the City will enable them to directly access and examine tax records. This is crucial for accurate revenue forecasting, identifying potential revenue recovery areas, and ensuring that all tax revenues are properly allocated and managed.

Authorizing this designation is a key step in enhancing the City's ability to manage Measure M revenues effectively, ensuring the maximization of these funds for the benefit of the McFarland community.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution authorizing Hinderliter, de Llamas, and Associates as a designee with the California Department of Tax and Fee Administration to examine transactions and use tax records related to Measure M

ATTACHMENTS:

None

RESOLUTION NO. 2023-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 0005-2022 of City of McFarland (District), and Revenue and Taxation Code section 7270, the District entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the District deems it desirable and necessary for authorized officers, employees and representatives of the District to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

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

Section 1. That the Finance Director or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the District with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department pursuant to the contract between the District and the Department.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to the contract between the District and the Department

Section 2. That Hinderliter, De Llamas & Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribution of sales or transactions and use taxes that was filed by Hinderliter, De Llamas & Associates on behalf of the City pursuant to the contract between the Hinderliter, De Llamas & Associates and the City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter, De Llamas & Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 3. That this resolution supersedes all prior resolutions of the Board of the District adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on November 30, 2023 by the following vote:

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

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Francisca Alvarado, City Clerk

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

Francisca Alvarado, City Clerk