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

| | |
|---|---|
| **REGULAR MEETING** | |
| **CITY COUNCIL CHAMBERS** | **July 22, 2021** |
| **103 W. SHERWOOD AVE, MCFARLAND, CA** | **6:00 PM** |

## In Person 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.

### Americans with Disabilities Act:

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

**CALL TO ORDER:** Mayor Sally Gonzalez

**ROLL CALL:**
Mayor/Chairman, Sally Gonzalez
Mayor Pro Tem, María T. Pérez
Council Member/Board Member, Saul Ayon
Council Member/Board Member, Ricardo Cano
Council Member/ Board Member, Vacancy

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

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

**CONSENT AGENDA:** The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/Board Member removes a particular item.

1. Warrant Register For ***$98,068.60*** From July 01, 2021, Through July 15, 2021.
2. Approval Of ***March 25, 2021,*** Special Meeting Minutes.
3. Approval Of ***June 17, 2021***, Special Meeting Minutes.
4. Approval of ***July 08, 2021***, Regular Meeting Minutes.

**PUBLIC HEARINGS**

None

## DEPARTMENTAL REPORTS

a. Administration
b. Police Department- June 2021 Statistics
c. Finance Department
d. Public Works Department
e. Community Development Department

## ADMINISTRATIVE AGENDA

**5.** Report, Discussion and Possible Approval of the Audited Financial Statement for the period ending June 30, 2019, for the City of McFarland.

**6.** Report and Discussion of Surplusing Land by Wastewater Plant according to Effluent Management Report by Sewer Engineer.

**7.** Report, Discussion and Potential Direction - Ad Hoc Committee Report: Recommendation for Potential Restructuring Job Classifications/Duties- Grant Administrator, Public Works Administrative Assistant, And Part Time Code Enforcement.

**8.** Report, Discussion, and Possible Approval Accepting the Bid and Award Construction Contract to Bowman Asphalt, Inc. In The Amount Of $362,405.00 For the W. Kem Ave. Reconstruction And 6th Street Overlay Project and Authorize the Mayor to Execute Construction Agreement with Bowman Asphalt, Inc.

**9.** Report, Discussion and Possible Approval of ***Resolution No. 2021-0046*** A Resolution of the City Council of the City of McFarland Authorizing the filing of an application for Regional Surface Transportation Program (RSTP) funding and committing the necessary match and stating the assurance to complete the project

**10.** Report And Possible Approval; Awarding of A Contract with Cannon for Conducting City Sewer Improvement Standard Update for The City of McFarland.

**11.** Report And Possible Approval; Awarding of A Contract with Cannon for Conducting City Water Improvement Standard Update for The City of McFarland.

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

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

**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**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Paragraph (2) Of Subdivision (d) of Government Code Section 54956.9 (One Case)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (§ 54957(d)(2)
   One Case

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957)
   Title: City Manager

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957)
   Title: Finance Director

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957)
   Title: Community Development Director

6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957)
   Title: Public Works Director

**ADJOURNMENT**

This is to certify this agenda was posted at McFarland City Hall on July 19, 2021.

Francisca Alvarado

Francisca Alvarado, City Clerk

Next Meeting: Regular City Council August 12, 2021.

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

# Expense Approval Report

City of McFarland, CA

By Vendor Name

Post Dates 7/1/2021 - 7/15/2021

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Vendor: A Sign Factory - A Sign Factory** | | | | | |
| A Sign Factory | 8128 | 07/14/2021 | Inv 8128 Munoz Park Lettering ... | 01-180-56400-0000-1 | 4,438.88 |
| | | | **Vendor A Sign Factory - A Sign Factory Total:** | | **4,438.88** |
| **Vendor: American Office Solu - American Office Solutions, LLC** | | | | | |
| American Office Solutions, LLC | 17718 | 07/14/2021 | Inv. 17718 Annual Backup (07/... | 26-110-53100-8223-1 | 18,375.00 |
| | | | **Vendor American Office Solu - American Office Solutions, LLC Total:** | | **18,375.00** |
| **Vendor: Arrowhead - Arrowhead** | | | | | |
| Arrowhead | 01F00333594904 | 07/14/2021 | Inv 01F0033594904 | 01-150-57200-0000-1 | 18.84 |
| Arrowhead | 11F0017185869 | 07/14/2021 | Finance Dept Inv 11F00171858... | 01-130-57200-0000-1 | 767.81 |
| | | | **Vendor Arrowhead - Arrowhead Total:** | | **786.65** |
| **Vendor: At&t Mobility - At&t Mobility** | | | | | |
| At&t Mobility | 287265953941 | 07/14/2021 | Inv 287265953941X06062021 | 01-165-57800-0000-1 | 150.39 |
| | | | **Vendor At&t Mobility - At&t Mobility Total:** | | **150.39** |
| **Vendor: Bc Laboratories - Bc Laboratories** | | | | | |
| Bc Laboratories | B420230 | 07/14/2021 | INV B420230 | 30-500-58200-0000-1 | 80.00 |
| | | | **Vendor Bc Laboratories - Bc Laboratories Total:** | | **80.00** |
| **Vendor: BHT Engineering, Inc - BHT Engineering, Inc.** | | | | | |
| BHT Engineering, Inc. | 21-0184 | 07/14/2021 | INV 21-0184 CML 5343-014- EV... | 25-000-52910-8405-1 | 12,221.03 |
| BHT Engineering, Inc. | INV0019213 | 07/14/2021 | 6TH ST OVERLAY-W SHERWOOD... | 25-000-52960-8470-1 | 487.50 |
| BHT Engineering, Inc. | INV0019214 | 07/14/2021 | SB1-WEST KERN REHAB-5TH TO... | 25-000-52960-8430-1 | 487.50 |
| | | | **Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:** | | **13,196.03** |
| **Vendor: Brenntag - Brenntag Pacific Inc.** | | | | | |
| Brenntag Pacific Inc. | BPI146804 | 07/14/2021 | INV BPI146804 | 32-510-57400-0000-1 | 1,301.11 |
| Brenntag Pacific Inc. | BPI147642 | 07/14/2021 | INV BPI147642 | 32-510-57400-0000-1 | 1,111.59 |
| Brenntag Pacific Inc. | BPI156882 | 07/14/2021 | INV BPI156882 L A CHEMCHLOR... | 32-510-57400-0000-1 | 323.32 |
| Brenntag Pacific Inc. | BPI156883 | 07/14/2021 | BPI156883 L A CHEMCHLOR SO... | 32-510-57400-0000-1 | 579.25 |
| Brenntag Pacific Inc. | BPI157481 | 07/14/2021 | INV BPI157481 SUFURIC ACID- ... | 32-510-57400-0000-1 | 1,369.20 |
| Brenntag Pacific Inc. | BPI160297 | 07/14/2021 | INV BPI160297 L A CHEMCHLOR... | 32-510-57400-0000-1 | 1,230.04 |
| Brenntag Pacific Inc. | BPI47641 | 07/14/2021 | INV BPI147641 | 32-510-57400-0000-1 | 899.66 |
| Brenntag Pacific Inc. | BPI47643 | 07/14/2021 | BPI147643 | 32-510-57400-0000-1 | 370.53 |
| | | | **Vendor Brenntag - Brenntag Pacific Inc. Total:** | | **7,184.70** |
| **Vendor: WASCO VET - Brian L. Edick** | | | | | |
| Brian L. Edick | INV0019217 | 07/14/2021 | Animal Care | 01-155-51150-0000-1 | 40.00 |
| | | | **Vendor WASCO VET - Brian L. Edick Total:** | | **40.00** |
| **Vendor: Business Card - Business Card** | | | | | |
| Business Card | INV0019215 | 07/14/2021 | 5618 SUBWAY COOKIES COUNC... | 01-105-57100-0000-1 | 28.34 |
| Business Card | INV0019216 | 07/14/2021 | 5618 06/04/2021 WESTEC | 01-180-56800-0000-1 | 175.00 |
| Business Card | INV0019216 | 07/14/2021 | 5618 06/04/2021 WESTEC | 30-500-56800-0000-1 | 35.00 |
| Business Card | INV0019216 | 07/14/2021 | 5618 06/04/2021 WESTEC | 32-510-56800-0000-1 | 105.00 |
| Business Card | INV0019218 | 07/14/2021 | 6879 Ceja - Docusign Subscripti... | 01-110-53200-0000-1 | 53.19 |
| Business Card | INV0019218 | 07/14/2021 | 6879 Ceja - Docusign Subscripti... | 30-500-53200-0000-1 | 53.16 |
| Business Card | INV0019218 | 07/14/2021 | 6879 Ceja - Docusign Subscripti... | 31-505-53200-0000-1 | 53.16 |
| Business Card | INV0019218 | 07/14/2021 | 6879 Ceja - Docusign Subscripti... | 32-510-53200-0000-1 | 53.16 |
| Business Card | INV0019219 | 07/14/2021 | 5618 SUBWAY COOKIES COUNC... | 01-105-57100-0000-1 | 27.50 |
| | | | **Vendor Business Card - Business Card Total:** | | **583.51** |
| **Vendor: Cannon - Cannon** | | | | | |
| Cannon | 76552 | 07/14/2021 | INV 76552 PROFESSIONAL SERV... | 30-500-52600-0000-1 | 319.50 |
| | | | **Vendor Cannon - Cannon Total:** | | **319.50** |
| **Vendor: CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc.** | | | | | |
| CenCal Auto & Truck Parts, Inc. | 805024 | 07/14/2021 | INV 805024 STREET SWEEPER S... | 01-180-56440-0000-1 | 126.39 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| CenCal Auto & Truck Parts, Inc. | 805050 | 07/14/2021 | INV 805050 | 30-500-56600-0000-1 | 362.71 |
| | | | **Vendor CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc. Total:** | | **489.10** |
| **Vendor: Cintas - Cintas Corporation No.3** | | | | | |
| Cintas Corporation No.3 | 4087605436 | 07/14/2021 | INV 4087605436 | 01-180-51800-0000-1 | 62.81 |
| Cintas Corporation No.3 | 4087605436 | 07/14/2021 | INV 4087605436 | 30-500-51800-0000-1 | 59.00 |
| Cintas Corporation No.3 | 4087605436 | 07/14/2021 | INV 4087605436 | 32-510-51800-0000-1 | 33.98 |
| Cintas Corporation No.3 | 4089578083 | 07/14/2021 | INV 4089578083 | 01-180-51800-0000-1 | 340.01 |
| Cintas Corporation No.3 | 4089578083 | 07/14/2021 | INV 4089578083 | 30-500-51800-0000-1 | 63.48 |
| Cintas Corporation No.3 | 4089578083 | 07/14/2021 | INV 4089578083 | 32-510-51800-0000-1 | 33.61 |
| Cintas Corporation No.3 | INV0019220 | 07/14/2021 | PERLA FLORES | 01-180-51800-0000-1 | 65.73 |
| Cintas Corporation No.3 | INV0019220 | 07/14/2021 | PERLA FLORES | 30-500-51800-0000-1 | 63.48 |
| Cintas Corporation No.3 | INV0019220 | 07/14/2021 | PERLA FLORES | 32-510-51800-0000-1 | 33.60 |
| | | | **Vendor Cintas - Cintas Corporation No.3 Total:** | | **755.70** |
| **Vendor: CITY OF SHAFTER - CITY OF SHAFTER** | | | | | |
| CITY OF SHAFTER | 323 | 07/14/2021 | Inv 323 - City Share Fire Contrac… | 01-130-56000-0000-1 | 184.48 |
| | | | **Vendor CITY OF SHAFTER - CITY OF SHAFTER Total:** | | **184.48** |
| **Vendor: Core & Main LP - Core & Main LP** | | | | | |
| Core & Main LP | 0330831 | 07/14/2021 | INV O330831 | 32-510-57400-0000-1 | 135.74 |
| | | | **Vendor Core & Main LP - Core & Main LP Total:** | | **135.74** |
| **Vendor: Creative Financial - Creative Financial** | | | | | |
| Creative Financial | 121250203 | 07/14/2021 | Inv121250203 Services thru we… | 01-115-52200-0000-1 | 714.39 |
| Creative Financial | 121250203 | 07/14/2021 | Inv121250203 Services thru we… | 30-500-52200-0000-1 | 714.38 |
| Creative Financial | 121250203 | 07/14/2021 | Inv121250203 Services thru we… | 31-505-52200-0000-1 | 238.13 |
| Creative Financial | 121250203 | 07/14/2021 | Inv121250203 Services thru we… | 32-510-52200-0000-1 | 714.38 |
| Creative Financial | 121260194 | 07/14/2021 | Inv121260194Services thru wee… | 01-115-52200-0000-1 | 877.20 |
| Creative Financial | 121260194 | 07/14/2021 | Inv121260194Services thru wee… | 30-500-52200-0000-1 | 877.20 |
| Creative Financial | 121260194 | 07/14/2021 | Inv121260194Services thru wee… | 31-505-52200-0000-1 | 292.40 |
| Creative Financial | 121260194 | 07/14/2021 | Inv121260194Services thru wee… | 32-510-52200-0000-1 | 877.20 |
| | | | **Vendor Creative Financial - Creative Financial Total:** | | **5,305.28** |
| **Vendor: CSJVRMA - CSJVRMA** | | | | | |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Annual Liability FY 2021… | 01-20400-0000-1 | 67,195.24 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Liability Deposit 2021-2… | 01-20400-0000-1 | 21,644.61 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1Qtr Workers Comp FY 2021/2… | 01-20400-0000-1 | 30,498.22 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Annual Liability FY 2021… | 30-20400-0000-1 | 15,811.76 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1Qtr Workers Comp FY 2021/2… | 30-20400-0000-1 | 7,176.56 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Liability Deposit 2021-2… | 30-20400-0000-1 | 5,096.20 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Liability Deposit 2021-2… | 31-20400-0000-1 | 1,274.15 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1Qtr Workers Comp FY 2021/2… | 31-20400-0000-1 | 1,794.14 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Annual Liability FY 2021… | 31-20400-0000-1 | 3,952.94 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Annual Liability FY 2021… | 32-20400-0000-1 | 14,661.81 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Liability Deposit 2021-2… | 32-20400-0000-1 | 4,725.52 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1Qtr Workers Comp FY 2021/2… | 32-20400-0000-1 | 6,654.63 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1Qtr Workers Comp FY 2021/2… | 34-20400-0000-1 | 444.45 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Liability Deposit 2021-2… | 34-20400-0000-1 | 620.52 |
| CSJVRMA | INV0019224 | 07/14/2021 | 1st Qtr Annual Liability FY 2021… | 34-20400-0000-1 | 979.25 |
| | | | **Vendor CSJVRMA - CSJVRMA Total:** | | **182,530.00** |
| **Vendor: De Lage Landen - De Lage Landen** | | | | | |
| De Lage Landen | 72941899 | 07/14/2021 | Inv. 72941899 (6/23/21) Contr… | 01-150-52200-0000-1 | 112.61 |
| | | | **Vendor De Lage Landen - De Lage Landen Total:** | | **112.61** |
| **Vendor: EWING - Ewing Irrigation Products Inc.** | | | | | |
| Ewing Irrigation Products Inc. | 13957878 | 07/14/2021 | INV 13957878 | 01-180-57400-0000-1 | 72.61 |
| | | | **Vendor EWING - Ewing Irrigation Products Inc. Total:** | | **72.61** |
| **Vendor: Gary Wayne - Gary Wayne Engel** | | | | | |
| Gary Wayne Engel | EI2103 | 07/14/2021 | Inv. EI2103 Backkground (Lorie … | 01-150-56000-0000-1 | 850.00 |
| Gary Wayne Engel | EI2104 | 07/14/2021 | Inv. EI2104 Backkground (Migue… | 01-150-56000-0000-1 | 300.00 |
| | | | **Vendor Gary Wayne - Gary Wayne Engel Total:** | | **1,150.00** |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Vendor: HDL and Associates - Hinderliter, de Llamas & Associates** | | | | | |
| Hinderliter, de Llamas & Associa.. | SIN009262 | 07/14/2021 | Inv. SIN009262 Contract Service… | 01-130-56000-0000-1 | 1,736.98 |
| | | | **Vendor HDL and Associates - Hinderliter, de Llamas & Associates Total:** | | **1,736.98** |
| **Vendor: Hodges - Hodges Law Group** | | | | | |
| Hodges Law Group | 00343 | 07/14/2021 | Real Property | 01-130-56000-0000-1 | 1,375.00 |
| Hodges Law Group | 00343 | 07/14/2021 | City Clerk | 01-130-56000-0000-1 | 52.50 |
| Hodges Law Group | 00343 | 07/14/2021 | Litigation | 01-130-56100-0000-1 | 2,050.00 |
| Hodges Law Group | 00343 | 07/14/2021 | Community Development | 01-130-56100-0000-1 | 3,197.50 |
| Hodges Law Group | 00343 | 07/14/2021 | City Council | 01-130-56100-0000-1 | 3,842.50 |
| Hodges Law Group | 00343 | 07/14/2021 | Public Records Request | 01-130-56100-0000-1 | 685.00 |
| Hodges Law Group | 00343 | 07/14/2021 | Administrative | 01-130-56100-0000-1 | 1,037.50 |
| Hodges Law Group | 00343 | 07/14/2021 | City Manager | 01-130-56100-0000-1 | 35.00 |
| Hodges Law Group | 00343 | 07/14/2021 | Police | 01-150-56100-0000-1 | 997.50 |
| | | | **Vendor Hodges - Hodges Law Group Total:** | | **13,272.50** |
| **Vendor: Home Depot - Home Depot** | | | | | |
| Home Depot | 84260009777244 | 07/14/2021 | THE HOME DEPOT 2532 | 01-180-57400-0000-1 | 38.11 |
| Home Depot | 84260009777244 | 07/14/2021 | THE HOME DEPOT 2532 | 32-510-56500-0000-1 | 173.32 |
| | | | **Vendor Home Depot - Home Depot Total:** | | **211.43** |
| **Vendor: Visual Edge - Image Source** | | | | | |
| Image Source | 25AR1257594 | 07/14/2021 | Inv 25AR1257594 | 01-310-54800-0000-1 | 364.83 |
| Image Source | 25AR1268089 | 07/14/2021 | Inv 25AR1268089 | 01-310-54800-0000-1 | 376.44 |
| Image Source | 25AR1282207 | 07/14/2021 | Inv25AR1282207 | 01-310-54800-0000-1 | 571.17 |
| | | | **Vendor Visual Edge - Image Source Total:** | | **1,312.44** |
| **Vendor: Jefferies Bros. - Jefferies Bros.** | | | | | |
| Jefferies Bros. | 90879 | 07/14/2021 | INV 90879 PUMP OIL,HEAVY D… | 30-500-57400-0000-1 | 389.78 |
| | | | **Vendor Jefferies Bros. - Jefferies Bros. Total:** | | **389.78** |
| **Vendor: J's Automotive - J's Automotive** | | | | | |
| J's Automotive | INV0019212 | 07/14/2021 | INV 9342 | 34-520-56600-0000-1 | 65.00 |
| J's Automotive | INV0019212 | 07/14/2021 | INV 9309 | 34-520-56600-0000-1 | 65.00 |
| J's Automotive | INV0019212 | 07/14/2021 | INV 9311 | 34-520-56600-0000-1 | 65.00 |
| J's Automotive | INV0019212 | 07/14/2021 | INV 9340 | 34-520-56600-0000-1 | 65.00 |
| | | | **Vendor J's Automotive - J's Automotive Total:** | | **260.00** |
| **Vendor: Juan Alatorre - Juan Alatorre** | | | | | |
| Juan Alatorre | 195 | 07/14/2021 | Inv 195 Professional Pictures PD… | 01-115-56000-0000-1 | 425.00 |
| | | | **Vendor Juan Alatorre - Juan Alatorre Total:** | | **425.00** |
| **Vendor: Leaf - LEAF Capital Funding LLC** | | | | | |
| LEAF Capital Funding LLC | 11948009 | 07/14/2021 | Inv 11948009 Copier Lease | 01-130-52200-0000-1 | 477.27 |
| LEAF Capital Funding LLC | 12057113 | 07/14/2021 | Inv 12057113 Copier Lease | 01-130-52200-0000-1 | 525.00 |
| | | | **Vendor Leaf - LEAF Capital Funding LLC Total:** | | **1,002.27** |
| **Vendor: LeBeau - Thelen - LeBeau - Thelen** | | | | | |
| LeBeau - Thelen | INV0019210 | 07/14/2021 | 2247.005 No. 54 - | 01-130-56100-0000-1 | 350.00 |
| LeBeau - Thelen | INV0019211 | 07/14/2021 | 2247.005 No. 51 - Sign Damage… | 01-130-56100-0000-1 | 350.00 |
| | | | **Vendor LeBeau - Thelen - LeBeau - Thelen Total:** | | **700.00** |
| **Vendor: Liebert C. Whitmore - Liebert C. Whitmore** | | | | | |
| Liebert C. Whitmore | 1521795 | 07/14/2021 | MC060-00001 Inv 1521795 - PD… | 01-130-56100-0000-1 | 222.00 |
| Liebert C. Whitmore | 1521795 | 07/14/2021 | MC060-00001 Inv 1521795 - PD… | 01-150-56100-0000-1 | 127.50 |
| Liebert C. Whitmore | 1521796 | 07/14/2021 | MC060-00034 Inv 1521796 - P… | 01-150-56100-0000-1 | 629.00 |
| | | | **Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:** | | **978.50** |
| **Vendor: McFarland Tire - McFarland Tire** | | | | | |
| McFarland Tire | 21923 | 07/14/2021 | INV 21923 FIX FLAT | 01-180-56600-0000-1 | 15.00 |
| | | | **Vendor McFarland Tire - McFarland Tire Total:** | | **15.00** |
| **Vendor: Municipal Code - Municipal Code** | | | | | |
| Municipal Code | 00359208 | 07/14/2021 | Inv. 00359208 - Admin Support … | 01-105-52200-0000-1 | 29.16 |
| Municipal Code | 00359208 | 07/14/2021 | Inv. 00359208 - Admin Support … | 01-12750-0000-1 | 320.84 |
| | | | **Vendor Municipal Code - Municipal Code Total:** | | **350.00** |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Vendor: Office Depot - Office Depot** | | | | | |
| Office Depot | 177853382001 | 07/14/2021 | Inv 177853382001 | 01-130-57200-0000-1 | 92.38 |
| Office Depot | 177853382001 | 07/14/2021 | Inv 177853382001 | 30-500-57200-0000-1 | 92.40 |
| Office Depot | 177853382001 | 07/14/2021 | Inv 177853382001 | 31-505-57200-0000-1 | 92.40 |
| Office Depot | 177853382001 | 07/14/2021 | Inv 177853382001 | 32-510-57200-0000-1 | 92.40 |
| Office Depot | 177856541001 | 07/14/2021 | Inv 177856541001 | 01-130-57200-0000-1 | 5.93 |
| Office Depot | 177856541001 | 07/14/2021 | Inv 177856541001 | 30-500-57200-0000-1 | 5.94 |
| Office Depot | 177856541001 | 07/14/2021 | Inv 177856541001 | 31-505-57200-0000-1 | 5.94 |
| Office Depot | 177856541001 | 07/14/2021 | Inv 177856541001 | 32-510-57200-0000-1 | 5.94 |
| Office Depot | 177856556001 | 07/14/2021 | Finance Inv 177856556001 | 01-130-57200-0000-1 | 18.46 |
| Office Depot | 177856556001 | 07/14/2021 | Finance Inv 177856556001 | 30-500-57200-0000-1 | 18.44 |
| Office Depot | 177856556001 | 07/14/2021 | Finance Inv 177856556001 | 31-505-57200-0000-1 | 18.44 |
| Office Depot | 177856556001 | 07/14/2021 | Finance Inv 177856556001 | 32-510-57200-0000-1 | 18.44 |
| Office Depot | 181851847 | 07/14/2021 | Order #181851847-001 - Hard D.. | 01-130-57200-0000-1 | 107.24 |
| Office Depot | 181852310 | 07/14/2021 | Order #181852310-001- Office ... | 01-105-57200-0000-1 | 24.76 |
| Office Depot | 181852310 | 07/14/2021 | Order #181852310-001- Office ... | 01-110-57200-0000-1 | 24.76 |
| Office Depot | 181852310 | 07/14/2021 | Order #181852310-001- Office ... | 30-500-57200-0000-1 | 24.76 |
| Office Depot | 181852310 | 07/14/2021 | Order #181852310-001- Office ... | 31-505-57200-0000-1 | 24.76 |
| Office Depot | 181852310 | 07/14/2021 | Order #181852310-001- Office ... | 32-510-57200-0000-1 | 24.80 |
| | | | | **Vendor Office Depot - Office Depot Total:** | **698.19** |
| **Vendor: Provost & Pritchard - Provost & Pritchard** | | | | | |
| Provost & Pritchard | 84338 | 07/14/2021 | Inv 84338 2/1 to 2/28 2021 | 01-140-55500-0000-1 | 625.00 |
| | | | | **Vendor Provost & Pritchard - Provost & Pritchard Total:** | **625.00** |
| **Vendor: PTS RENTALS, INC - PTS RENTALS, INC** | | | | | |
| PTS RENTALS, INC | 32342 | 07/14/2021 | INV 32342 PM SERVICES 6/3/21 | 01-185-52200-0000-1 | 725.33 |
| | | | | **Vendor PTS RENTALS, INC - PTS RENTALS, INC Total:** | **725.33** |
| **Vendor: R&F Disposal - R&F Disposal** | | | | | |
| R&F Disposal | INV0019135 | 07/07/2021 | June 2021 R&F Recycling Fees | 31-505-52500-0000-1 | 11,359.72 |
| R&F Disposal | INV0019136 | 07/07/2021 | June 2021 R&F Garbage Fees | 01-100-41300-0000-1 | -4,117.18 |
| R&F Disposal | INV0019136 | 07/07/2021 | June 2021 R&F Garbage Fees | 31-505-42340-0000-1 | -2,167.50 |
| R&F Disposal | INV0019136 | 07/07/2021 | June 2021 R&F Garbage Fees | 31-505-52400-0000-1 | 82,343.56 |
| R&F Disposal | 337716 | 07/14/2021 | Inv 337716 Dry Run Cotainer | 01-190-58050-0000-1 | 100.00 |
| R&F Disposal | 339440 | 07/14/2021 | Inv 339440 | 01-190-58050-0000-1 | 195.00 |
| R&F Disposal | 653301 | 07/14/2021 | Inv653301Comunity Building | 01-185-58050-0000-1 | 93.72 |
| R&F Disposal | 653302 | 07/14/2021 | Inv 653302 Sewer Plant - 3yd Bin | 30-500-58050-0000-1 | 143.56 |
| R&F Disposal | 653303 | 07/14/2021 | Inv 653303 | 01-180-58050-0000-1 | 143.56 |
| | | | | **Vendor R&F Disposal - R&F Disposal Total:** | **88,094.44** |
| **Vendor: Richards, Watson & G - Richards, Watson & G** | | | | | |
| Richards, Watson & G | 232360 | 07/14/2021 | 12452-0001 Inv 232360 - Surplu... | 01-130-56100-0000-1 | 150.00 |
| | | | | **Vendor Richards, Watson & G - Richards, Watson & G Total:** | **150.00** |
| **Vendor: Roto Rooter - Roto Rooter** | | | | | |
| Roto Rooter | 639632549 | 07/14/2021 | INV 639632549 | 30-500-56410-0000-1 | 2,500.00 |
| | | | | **Vendor Roto Rooter - Roto Rooter Total:** | **2,500.00** |
| **Vendor: SECURE SYSTEMS - SECURE SYSTEMS** | | | | | |
| SECURE SYSTEMS | P65232 | 07/14/2021 | Inv P65232 103 W Sherwood | 01-185-56400-0000-1 | 9.15 |
| SECURE SYSTEMS | R231920 | 07/14/2021 | Inv R231920 103 W Sherwood | 01-180-57800-0000-1 | 300.00 |
| | | | | **Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:** | **309.15** |
| **Vendor: Smart & Final - Smart & Final** | | | | | |
| Smart & Final | 6123 | 07/14/2021 | INV 6123 TRANSIT CLEANING S... | 34-520-56600-0000-1 | 77.74 |
| | | | | **Vendor Smart & Final - Smart & Final Total:** | **77.74** |
| **Vendor: South Bay Regional - South Bay Regional** | | | | | |
| South Bay Regional | 221447B | 07/14/2021 | Inv 221447 Matthew Dewar Fie... | 01-150-56000-0000-1 | 154.00 |
| | | | | **Vendor South Bay Regional - South Bay Regional Total:** | **154.00** |
| **Vendor: Spay Neuter - Spay Neuter Imperative Project California** | | | | | |
| Spay Neuter Imperative Project... | 5212 | 07/02/2021 | Spay/Neuter Clinic July 2021 In... | 01-24600-8216-1 | 3,700.00 |
| Spay Neuter Imperative Project... | 5212 | 07/02/2021 | Spay/Neuter Clinic July 2021 In... | 26-155-53100-8560-1 | 3,500.00 |
| | | | | **Vendor Spay Neuter - Spay Neuter Imperative Project California Total:** | **7,200.00** |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Vendor: State Controller - State Controller** | | | | | |
| State Controller | INV0019225 | 07/14/2021 | Annual Street Report 19/20 | 01-130-56000-0000-1 | 2,211.12 |
| State Controller | INV0019225 | 07/14/2021 | 17/18 & 18/19 | 01-130-56000-0000-1 | 4,422.24 |
| | | | | **Vendor State Controller - State Controller Total:** | **6,633.36** |
| **Vendor: Stinson Stationers, - Stinson Stationers, Inc.** | | | | | |
| Stinson Stationers, Inc. | 110985-0 | 07/14/2021 | Inv. 110985-0 7/1/21 | 01-150-57200-0000-1 | 48.92 |
| | | | | **Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:** | **48.92** |
| **Vendor: Telstar Instruments - Telstar Instruments** | | | | | |
| Telstar Instruments | 108087 | 07/14/2021 | INV 108087 | 30-500-56410-0000-1 | 651.25 |
| Telstar Instruments | 108198 | 07/14/2021 | INV 108198 FIELD REPORT 6/3/… | 30-500-56410-0000-1 | 651.25 |
| Telstar Instruments | 108257 | 07/14/2021 | INV 108257 | 30-500-56410-0000-1 | 1,147.39 |
| | | | | **Vendor Telstar Instruments - Telstar Instruments Total:** | **2,449.89** |
| **Vendor: ADT - The ADT Security Corportation** | | | | | |
| The ADT Security Corportation | 140351376 | 07/14/2021 | Inv 140351376 120 2nd St. t | 32-510-58050-0000-1 | 49.00 |
| The ADT Security Corportation | INV0019221 | 07/14/2021 | 31407224 ) City Hall Alarm Stmt… | 01-12750-0000-1 | 696.45 |
| | | | | **Vendor ADT - The ADT Security Corportation Total:** | **745.45** |
| **Vendor: Trinity Safety Compa - Trinity Safety Company** | | | | | |
| Trinity Safety Company | 138747 | 07/14/2021 | Inv. 138747 Safety Equipment - … | 01-150-57400-0000-1 | 96.53 |
| | | | | **Vendor Trinity Safety Compa - Trinity Safety Company Total:** | **96.53** |
| **Vendor: Tulare County - Tulare County Sheriff's Office** | | | | | |
| Tulare County Sheriff's Office | 21-33 | 07/14/2021 | Inv. 21-33 - Electronic Weapons… | 01-150-52200-0000-1 | 400.00 |
| Tulare County Sheriff's Office | 21-35A | 07/14/2021 | Inv. 21-35A - Less Lethal & Purs… | 01-150-52200-0000-1 | 100.00 |
| | | | | **Vendor Tulare County - Tulare County Sheriff's Office Total:** | **500.00** |
| **Vendor: Tyler Technologies - Tyler Technologies** | | | | | |
| Tyler Technologies | INV0019222 | 07/14/2021 | Hardware Annual Fee 2021 025… | 01-310-52200-0000-1 | 863.81 |
| | | | | **Vendor Tyler Technologies - Tyler Technologies Total:** | **863.81** |
| **Vendor: United States Postal - United States Postal** | | | | | |
| United States Postal | INV0019134 | 07/01/2021 | Regular Billing Postage June 20… | 30-500-55600-0000-1 | 666.66 |
| United States Postal | INV0019134 | 07/01/2021 | Regular Billing Postage June 20… | 31-505-55600-0000-1 | 666.66 |
| United States Postal | INV0019134 | 07/01/2021 | Regular Billing Postage June 20… | 32-510-55600-0000-1 | 666.68 |
| United States Postal | INV0019057 | 07/02/2021 | YEARLY CCR REPORT POSTAGE … | 32-510-55600-0000-1 | 1,450.00 |
| | | | | **Vendor United States Postal - United States Postal Total:** | **3,450.00** |
| **Vendor: Witcher Electric - Witcher Electric** | | | | | |
| Witcher Electric | 37289 | 07/14/2021 | INV 37289AA MAINTENANCE | 32-510-56410-0000-1 | 505.83 |
| | | | | **Vendor Witcher Electric - Witcher Electric Total:** | **505.83** |
| **Vendor: Xerox Corporation - Xerox Corporation** | | | | | |
| Xerox Corporation | INV0019223 | 07/14/2021 | Meter Usage-03/01/21 - 03/30/… | 01-310-54800-0000-1 | 531.16 |
| | | | | **Vendor Xerox Corporation - Xerox Corporation Total:** | **531.16** |
| | | | | **Grand Total:** | **372,902.88** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 01 - GENERAL FUND | 160,297.39 |
| 25 - CAPITAL IMPROVEMENTS PROJECTS | 13,196.03 |
| 26 - MISCELLANEOUS GRANTS | 21,875.00 |
| 30 - SEWER | 37,003.86 |
| 31 - REFUSE/RECYCLING | 99,948.90 |
| 32 - WATER | 38,199.74 |
| 34 - PUBLIC TRANSPORTATION | 2,381.96 |
| **Grand Total:** | **372,902.88** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 01-100-41300-0000-1 | Franchise Fees | -4,117.18 |
| 01-105-52200-0000-1 | Contract Services | 29.16 |
| 01-105-57100-0000-1 | Special Activities | 55.84 |
| 01-105-57200-0000-1 | Supplies - Office | 24.76 |
| 01-110-53200-0000-1 | Dues & Subscriptions | 53.19 |
| 01-110-57200-0000-1 | Supplies - Office | 24.76 |
| 01-115-52200-0000-1 | Contract Services | 1,591.59 |
| 01-115-56000-0000-1 | Professional Services - Ot… | 425.00 |
| 01-12750-0000-1 | Prepaid Payables - Other | 1,017.29 |
| 01-130-52200-0000-1 | Contract Services | 1,002.27 |
| 01-130-56000-0000-1 | Professional Services - Ot… | 9,982.32 |
| 01-130-56100-0000-1 | Legal Services | 11,919.50 |
| 01-130-57200-0000-1 | Supplies - Office | 991.82 |
| 01-140-55500-0000-1 | Special Studies/Master Pl… | 625.00 |
| 01-150-52200-0000-1 | Contract Services | 612.61 |
| 01-150-56000-0000-1 | Professional Services - Ot… | 1,304.00 |
| 01-150-56100-0000-1 | Legal Services | 1,754.00 |
| 01-150-57200-0000-1 | Supplies - Office | 67.76 |
| 01-150-57400-0000-1 | Supplies - Operating | 96.53 |
| 01-155-51150-0000-1 | Dog Clinic | 40.00 |
| 01-165-57800-0000-1 | Telephone & Communicat… | 150.39 |
| 01-180-51800-0000-1 | Clothing Allowance | 468.55 |
| 01-180-56400-0000-1 | Repairs/Maintenance-Bui… | 4,438.88 |
| 01-180-56440-0000-1 | Repairs & Maintenance-St… | 126.39 |
| 01-180-56600-0000-1 | Repairs/Maintenance - V… | 15.00 |
| 01-180-56800-0000-1 | Safety Equipment | 175.00 |
| 01-180-57400-0000-1 | Supplies - Operating | 110.72 |
| 01-180-57800-0000-1 | Telephone & Communicat… | 300.00 |
| 01-180-58050-0000-1 | Utilities Other | 143.56 |
| 01-185-52200-0000-1 | Contract Services | 725.33 |
| 01-185-56400-0000-1 | Repairs & Maint - Build & … | 9.15 |
| 01-185-58050-0000-1 | Utilities Other | 93.72 |
| 01-190-58050-0000-1 | Utilities Other | 295.00 |
| 01-20400-0000-1 | Intergovernmental Payabl… | 119,338.07 |
| 01-24600-8216-1 | Deferred Revenue - McFar.. | 3,700.00 |
| 01-310-52200-0000-1 | Contract Services | 863.81 |
| 01-310-54800-0000-1 | Maintenance Agreements | 1,843.60 |
| 25-000-52910-8405-1 | Buildings & Improvements.. | 12,221.03 |
| 25-000-52960-8430-1 | Streets & Roads (Capital) | 487.50 |
| 25-000-52960-8470-1 | Streets & Roads (Capital) | 487.50 |
| 26-110-53100-8223-1 | Grant Expenditures- Coun… | 18,375.00 |
| 26-155-53100-8560-1 | Kern Recovers Grant | 3,500.00 |
| 30-20400-0000-1 | Intergovernmental Payabl… | 28,084.52 |
| 30-500-51800-0000-1 | Clothing Allowance | 185.96 |
| 30-500-52200-0000-1 | Contract Services | 1,591.58 |
| 30-500-52600-0000-1 | Contract Services - Sewer | 319.50 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 30-500-53200-0000-1 | Dues & Subscriptions | 53.16 |
| 30-500-55600-0000-1 | Postage | 666.66 |
| 30-500-56410-0000-1 | Repairs & Maintenance E… | 4,949.89 |
| 30-500-56600-0000-1 | Repairs & Maintenance - … | 362.71 |
| 30-500-56800-0000-1 | Safety Equipment | 35.00 |
| 30-500-57200-0000-1 | Supplies - Office | 141.54 |
| 30-500-57400-0000-1 | Supplies - Operating | 389.78 |
| 30-500-58050-0000-1 | Utilities Other | 143.56 |
| 30-500-58200-0000-1 | Water/Soil/Other Analysis | 80.00 |
| 31-20400-0000-1 | Intergovernmental Payabl… | 7,021.23 |
| 31-505-42340-0000-1 | Administration Fee | -2,167.50 |
| 31-505-52200-0000-1 | Contract Services | 530.53 |
| 31-505-52400-0000-1 | Contract Services - Refuse… | 82,343.56 |
| 31-505-52500-0000-1 | Contract Services - Recycl… | 11,359.72 |
| 31-505-53200-0000-1 | Dues & Subscriptions | 53.16 |
| 31-505-55600-0000-1 | Postage | 666.66 |
| 31-505-57200-0000-1 | Supplies - Office | 141.54 |
| 32-20400-0000-1 | Intergovernmental Payabl… | 26,041.96 |
| 32-510-51800-0000-1 | Clothing Allowance | 101.19 |
| 32-510-52200-0000-1 | Contract Services | 1,591.58 |
| 32-510-53200-0000-1 | Dues & Subscriptions | 53.16 |
| 32-510-55600-0000-1 | Postage | 2,116.68 |
| 32-510-56410-0000-1 | Repairs & Maintenance- E… | 505.83 |
| 32-510-56500-0000-1 | Repairs and Maintenance … | 173.32 |
| 32-510-56800-0000-1 | Safety Equipment | 105.00 |
| 32-510-57200-0000-1 | Supplies - Office | 141.58 |
| 32-510-57400-0000-1 | Supplies - Operating | 7,320.44 |
| 32-510-58050-0000-1 | Utilities Other | 49.00 |
| 34-20400-0000-1 | Intergovernmental Payabl… | 2,044.22 |
| 34-520-56600-0000-1 | Repairs & Maintenance - … | 337.74 |
| | **Grand Total:** | **372,902.88** |

## Project Account Summary

| Project Account Key | | Payment Amount |
|---|---|---|
| **None** | | 372,902.88 |
| | **Grand Total:** | **372,902.88** |

**SPECIAL CITY COUNCIL MINUTES**
**<u>VIA ZOOM/ IN PERSON MEETING</u>**
**March 25, 2021**

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

**CALL TO ORDER**

Mayor Gonzalez called the meeting to order at 5:16 p.m.

(*We were having technical issues with voice and internet connection at the City Council Chambers)*

**ROLL CALL**

Council Members Present: Mayor Gonzalez, Mayor Pro Tem Pérez, Councilmember Ayon, Councilmember Cano

Council Members Absent: Councilmember Rodriguez

**OFFICIALS PRESENT**

City Manager Lara, City Clerk Alvarado, Acting Community Development Director Ronk, Public Works Director Gonzales

**PUBLIC COMMENT**

Stephen McFarland- asked if council would allow a small prayer event on the Walking Bridge Saturday from 6-7 p.m. and to place a red ribbon on the bridge.

*Closed at 5:24 p.m.*

**ADMINISTRATIVE AGENDA**

1. Motion was made by: Councilmember Ayon to Approve Resolution No. 2021-0012 to Appoint Nathan M. Hodges of the Hodges Law Group as Interim City Attorney and Legal Services for the City of McFarland; $2^{ND}$ by: Councilmember Cano
   **Vote: 4/0**
   **Ayes: Ayon, Cano, Pérez, Gonzalez (Mayor)**
   **Nays: None**
   **Absent: Rodriguez**

**ADJOURNMENT**

Meeting adjourned at 5:37 p.m.

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Francisca Alvarado, City Clerk

**REGULAR CITY COUNCIL MINUTES**
**<u>IN PERSON MEETING</u>**
**July 08, 2021**

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

**CALL TO ORDER**

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

**ROLL CALL**

Council Members Present: Mayor Gonzalez, Mayor Pro-Tem Pérez, Councilmember Ayon, Councilmember Cano

Council Members Absent: None

**OFFICIALS PRESENT**

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

**INVOCATION**

Council Member Cano

**PLEDGE OF ALLEGIANCE**

Council Member Ayon

**PRESENTATIONS AND PROCLAMATIONS**

None

**PUBLIC COMMENTS**

No Public Comments. Public Comment Closed at 6:03 p.m.

**CONSENT AGENDA**

***1.*** Motion was made by: **Councilmember Ayon** to approve warrant register for $553,913.79 from June 16, 2021, through June 30, 2021*; 2nd* by: **Councilmember Pérez.**
**Vote: 3/0**
**Ayes: Ayon, Pérez, Cano**
**Nays: None**
**Absent: None**
**Abstentions: Gonzalez (Mayor)**

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

**Council Member Ayon Pulled Item #1 for Questioning*

**2.** Motion was made by: **Councilmember Ayon** to approve Payroll Report for $190,585.87 from June 1, 2021, through June 30, 2021; 2nd by: **Mayor Pro-Tem Pérez**.
**Vote: 3/0**
**Ayes: Ayon, Pérez, Cano**
**Nays: None**
**Absent: None**
**Abstentions: None**

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

**Council Member Ayon Pulled Item #2 for Questioning*

3. Motion was made by: **Councilmember Cano** to approve Regular Minutes of ***June 24, 2021***; 2nd by: **Mayor Pro Tem Pérez**.
**Vote: 4/0**
**Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**
**Abstentions: None**

4. Motion was made by: **Councilmember Cano** to approve Special Minutes of ***June 24, 2021***; 2nd by: **Mayor Pro-Tem Pérez**.
**Vote: 4/0**
**Ayes: Cano, Pérez, Ayon, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**
**Abstentions: None**

**PUBLIC HEARINGS**

5. Public Hearing was held to Receive Comments Related to Unmet Transit Needs That May Exist and Can Be Reasonably Met.

   a. Mayor Gonzalez Opened the Public Hearing to Receive Public Testimony at 6:30 p.m.

   *Q. Councilmember Cano asked if the unmet transit needs were referring to the local transit bus or the reginal transit bus?*

   *A. Public Works Director Gonzales responded to Councilmember Cano's question stating that it was regarding the local Dial a Ride Transit.*

   *Q. Maggie Martinez 212 7th Street McFarland- asked if the free rides were going to cause a burden to the transit driver and the bus since school was going to be back in session soon, and all the children were going to want to get a ride since it is free.*

   *A. Public Works Director Gonzales informed Mrs. Martinez that only children accompanied by an adult could get on the bus. He said no one under 18 is able to ride the bus alone.*

   b. Motion was Made by: Councilmember Cano to Adopt ***Resolution No. 2021-0042***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND FINDING THERE ARE NO UNMET PUBLIC TRANSIT NEEDS WHICH CAN REASONABLY BE MET IN THE CITY OF MCFARLAND (2020/2021); 2nd by: Councilmember Ayon.
   **Vote: 4/0**
   **Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)**
   **Nays: None**
   **Absent: None**
   **Abstains: None**

**DEPARTMENTAL REPORTS**

a. **Administration –** City Manager Lara- Informed Council that the audit draft would be ready by July 22, 2021, and that CLA staff would be present at the upcoming council meeting to answer any questions.

b. **Police Department –** Chief of Police Williams- Introduced McFarland Police Department new dispatcher Olivia Ayon to the Council and Community. He spoke about the rise in catalytic converter thefts in the area and asked the public to keep a closer watch to help them try to find the people responsible for these crimes.

c. **Finance Department-** Finance Director Lara- Stated that the Finance Department has been working on the budget. He informed the public that currently the city does not have a set date for the Proteus Workshop but that they had a tentative date set for July 21, 2021. This event is intended to assist McFarland residents with utility assistance and bill pay programs to people who qualify. He also informed that the city is expecting to receive ARPA grant funding by July 13, 2021.

d. **Public Works Department-** Public Works Director Gonzales- gave a brief update on all his departments and their daily routines. He informed that W Kern Ave & 6th Street project went out for bidding, and he would bring the results to Council in the upcoming regular meeting of July 22, 2021.

e. **Community Development-** Acting Community Development Director Ronk- Gave brief overview on all his departments projects and daily duties.

**ADMINISTRATIVE AGENDA**

6. Motion was made by: Mayor Pro-Tem Pérez to approve ***Resolution No. 2021-0043***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFONRIA, ESTABLISHING PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION AND APPROVAL OF DEVELOPMENT AGREEMENTS; 2nd by: Councilmember Cano.
**Vote: 4/0**
**Ayes: Pérez, Cano, Ayon, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**
**Abstentions: None**

**Councilmember Ayon requested a committee be formed for future development projects and include two council members to sit on committee.*

7. Motion was made by: Councilmember Cano to **table** possible approval of Vesting Tentative Tract Map 7393 For a New Housing Development to Provide 167 New Residential Homes, Neighborhood Park, And A Drainage Sump: 2nd by: Councilmember Ayon.
**Vote: 4/0**
**Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**
**Abstentions: None**

8. Motion was made by: Councilmember Cano to **table** possible approval of Vesting Tentative Tract Map 7394 To Produce New Housing Development and Provide 183 Residential Homes: 2nd by: Councilmember Ayon.
**Vote: 4/0**
**Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**
**Abstentions: None**

9. Motion was made by: Councilmember Ayon to appoint candidates to Fill Two (2) Vacancies on The Planning Commission; 2nd by: Councilmember Cano.
**Vote: 4/0**
**Ayes: Ayon, Cano, Pérez, Gonzalez**
**Nays: None**
**Absent: None**
**Abstentions: None**

**ORAL REPORTS FROM CITY COUNCIL ON COMMITTEES**

a. Delano Mosquito Abatement District (DMAD) – Councilmember Cano- informed the community that Mosquito Abatment would start their yearly spraying for mosquito containment.

b. Kern Council of Governments (KCOG) – meeting scheduled for upcoming Thursday.

c. McFarland Tri-Agency Partners (MTAP) – None to Report

d. Kern Economic Development Corporation (KEDC) – None to Report

e. Kern County Association of Cities (KCAC) – None to Report

f. Poso Creek IRWMP- Councilmember Ayon- None to Report

**COUNCIL STATEMENTS**

Councilmember Ayon- Instructed City Staff to make sure the City's Website is kept up with correct and current information.

Mayor Pro- Tem Pérez- Thanked City staff and City Attorney Nathan Hodges for keeping them on track.

Councilmember Cano- Congratulate Luis Sarabia and Jose Hernandez on their appointments to the Planning Commission.

Mayor Gonzalez- Thanked City Staff and City Attorney Hodges. She also thanked the McFarland Recreation and Parks District for the great fire work event they held for our community.

**ADJOURNMENT**

**Meeting adjourned at 7:49 p.m.**

______________________________

Francisca Alvarado, City Clerk

**SPECIAL CITY COUNCIL MINUTES**
**<u>IN PERSON MEETING</u>**
**JUNE 17, 2021**

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

**CALL TO ORDER**

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

**ROLL CALL**

Council Members Present: Mayor Gonzalez, Mayor Pro Tem Pérez, Councilmember Ayon, Councilmember Cano (Via Zoom)

Council Members Absent: None

*Council Member Rodriguez resigned June 9, 2021.*

**OFFICIALS PRESENT**

City Manager Lara, Interim City Attorney Hodges (Via Zoom), City Clerk Alvarado, Acting Community Development Director Ronk, Finance Director Lara, Public Works Director Gonzales

**PUBLIC COMMENTS**

Russell Coker 300 Harlow Ave McFarland- asked council to verify if the next-highest-vote-getter method was the correct way and the law to fill the council vacancy. He stated that if it were, he would be happy to take the position since he was the next highest voter getter among the candidates in the election.

City Attorney Hodges replied to Mr. Coker by stating that in government code section 36512 (b) council has the discretion to fill the vacancy by appointment or call for a special election.

**Closed: 6:06 p.m.**

*(Motion was made by Councilmember Ayon to move the Administrative Agenda first before the Public Hearing; 2nd by: Mayor Pro-Tem Pérez).*

**Vote: 4/0**
**Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**

**ADMINISTRATIVE AGENDA**

1. Motion was made by: Councilmember Ayon to approve filling the vacancy on the City Council by **application and appointment method**; 2nd by: Mayor Pro-Tem Pérez

**(i) Application Method.**

Under the "application" option, the City Council would establish an application period for appointee hopefuls to submit an official City application with the City Clerk, with the intention of making an appointment at a future Council meeting after consideration of the applications.

If Council wishes to fill the vacancy under this method, Staff request the Council provide direction such as:

- Notice: How notice is to be provided (publication in paper, posting, word of mouth, etc.).
- Application content: Would the Council like to make any changes to the application?
- Deadline for Submittals: When the applications should be submitted to the City Clerk?
- Deadline for Distribution: When the applications should be provided to the Council (either prior to or concurrent with the Agenda for the meeting)?

Note: If the City Council opts to fill the vacancy by appointment, the Brown Act requires any interviews conducted by the entire City Council to be held in open session.

**Vote: 4/0**
**Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**

*Council requested that the Council Vacancy be posted for 30 days in the local newspaper, Facebook, and city website and leave open for 30 days.*

*Administrative Agenda closed at 6:15 p.m.*

**PUBLIC HEARING**

2. Public Hearing was held to order the levy of assessment within the Landscaping and Lighting Assessment District No. 1 for fiscal year 2021/2022.

***a.*** Public Hearing was opened at 6:17 p.m. closed at 6:22 p.m.

*Public Comment: Amanda Bergman 418 Merlot St McFarland- asked what is zone 1 and who are we taxing and why?*

*City Manager Lara answered: Zone 1 is the area along Garzoli walkway between Kyra and Tylor Ave*

*Finance Director Lara answered to question 2: The residents that live within that zone.*

*City Manager Lara answer to question 3: these fees are part of your property taxes if you live in that area, not new tax, these taxes were part of the development agreement with the developers.*

***b.*** Motion was made by: Councilmember Ayon to adopt ***Resolution No. 2021-0025***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2021/2022, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; 2nd by: Mayor Pro-Tem Pérez. *Opened: 6:23 p.m. Closed: 6:26 p.m.*

*Public Comment: Pam McFarland - Is the zone still the same area of Garzoli? Is this to get the legal aspect up to date?*

*City Manager Lara replied to public comment: No each zone has a different area. Every year by law the city must pass a resolution to allow the county to collect the taxes through the property taxes, if you bought a home within one of these zones it was part of your housing tract development agreement.*

**Vote: 4/0**
**Ayes: Ayon, Pérez, Cano, Gonzalez (Mayor)**
**Nays: None**

**Absent: None**

*c.* Motion was made by: Councilmember Cano to adopt ***Resolution No. 2021-0031***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2021/2022; 2nd by: Councilmember Ayon. *Opened: 6:27 p.m. Closed: 6:27 p.m. (No Comments)*
**Vote: 4/0**
**Ayes: Cano, Ayon, Pérez, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**

*d.* Motion was made by: Mayor Pro-Tem Pérez to adopt Resolution No. 2021-0032 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022; 2nd by: Councilmember Ayon. *Opened: 6:28 p.m. Closed: 6:28 p.m. (No Comments)*
**Vote: 4/0**
**Ayes: Pérez, Ayon, Cano, Gonzalez (Mayor)**
**Nays: None**
**Absent: None**

**COUNCIL STATEMENTS AND REPORTS**

Mayor Gonzalez – Thanked Former Councilmember Rodriguez and his family for their dedication.

Councilmember Ayon – Wished Former Councilmember Rodriguez and his family the best.

Councilmember Cano – Thanked Former Councilmember Rodriguez for his time.

Mayor Pro-Tem Pérez – Thanked Former Councilmember Rodriguez for his time and wished him and his family the best.

**ADJOURNMENT**

Meeting adjourned at 6:30 p.m.

_____________________________

Francisca Alvarado, City Clerk

# McFarland Police Department

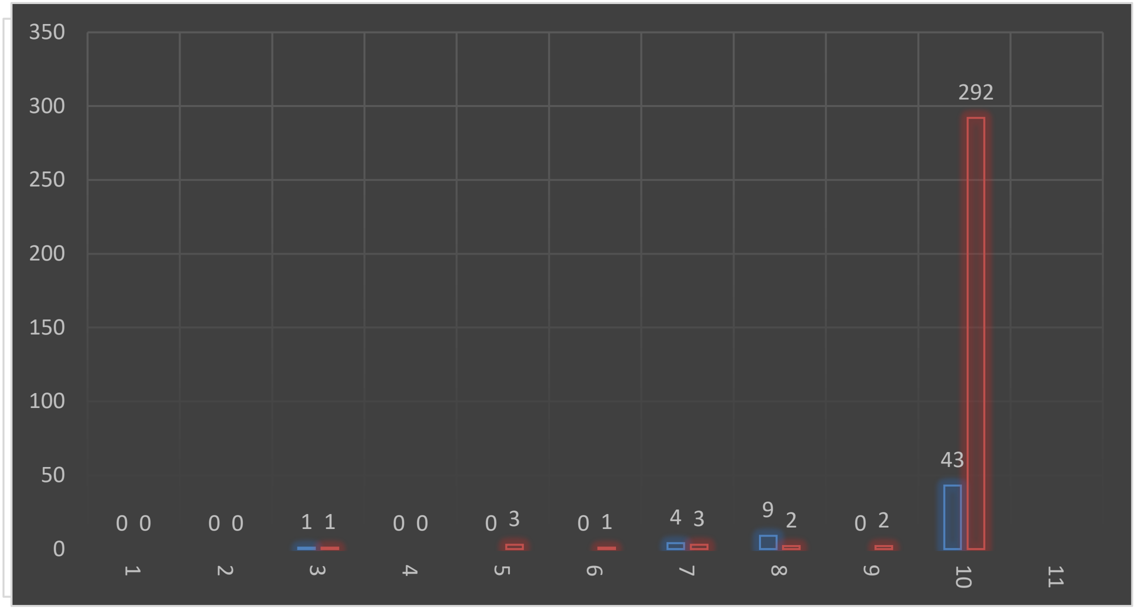
# Monthly Statistics

# June 2021


## Chief Kenny Williams

# STATISTICS

## June 2020 vs. June 2021




KEY:
Blue denotes 2020 Year
Red denotes 2021 Year

| CRIMES | June 2020 | June 2021 | % CHANGE |
|---|---|---|---|
| Total Incidents | 648 | 1016 | 56.79% |
| Calls for Service | 536 | 524 | -2.23% |
| Officer Initiated | 112 | 492 | 339.28% |
| Felony Arrests | 9 | 17 | 88-88% |
| Misdemeanor Arrests | 31 | 82 | 164.51% |
| Citations | 31 | 55 | 77.41% |
| | | | |
| Homicides (1) | 0 | 0 | 0 |
| Rapes/Sexual Assault's (2) | 0 | 0 | 0 |
| Robberies (3) | 1 | 1 | 0 |
| Assaults (4) | 0 | 0 | 0 |
| Domestic Violence (5) | 0 | 3 | 100% |
| Burglaries (6) | 0 | 1 | 100% |
| Thefts (7) | 4 | 3 | -25% |
| Vehicle Thefts (8) | 9 | 2 | -77.77% |
| Identity Thefts (9) | 0 | 2 | 100% |
| Traffic Stops (10) | 43 | 292 | 579.06% |

## TOWED VEHICLES

| Month | TOWS | ABAND VEH/EXP Registration | RECOVER STOLEN Veh | NO LICENSE | SUSP/REV LICENSE | DRUGS | DUI | WEAPONS | ARREST/ OTHER | TRAFFIC COLLISION | % of Traffic Stops |
|---|---|---|---|---|---|---|---|---|---|---|---|
| June | 23 | 7 | 1 | 5 | 2 | 3 | 7 | 0 | 11 | 1 | 7.87% |

Some tows may include two options, such as no license or suspended/revoked while committing another crime.

# TRAFFIC STOPS

Total: 292 Citations: 55 Warnings: 237 Cases Assigned: 30

# WARRANTS SERVED: 22

Felony: 3 Misdemeanor: 19

# TRAFFIC COLLISIONS: 6

400 W Perkins Ave

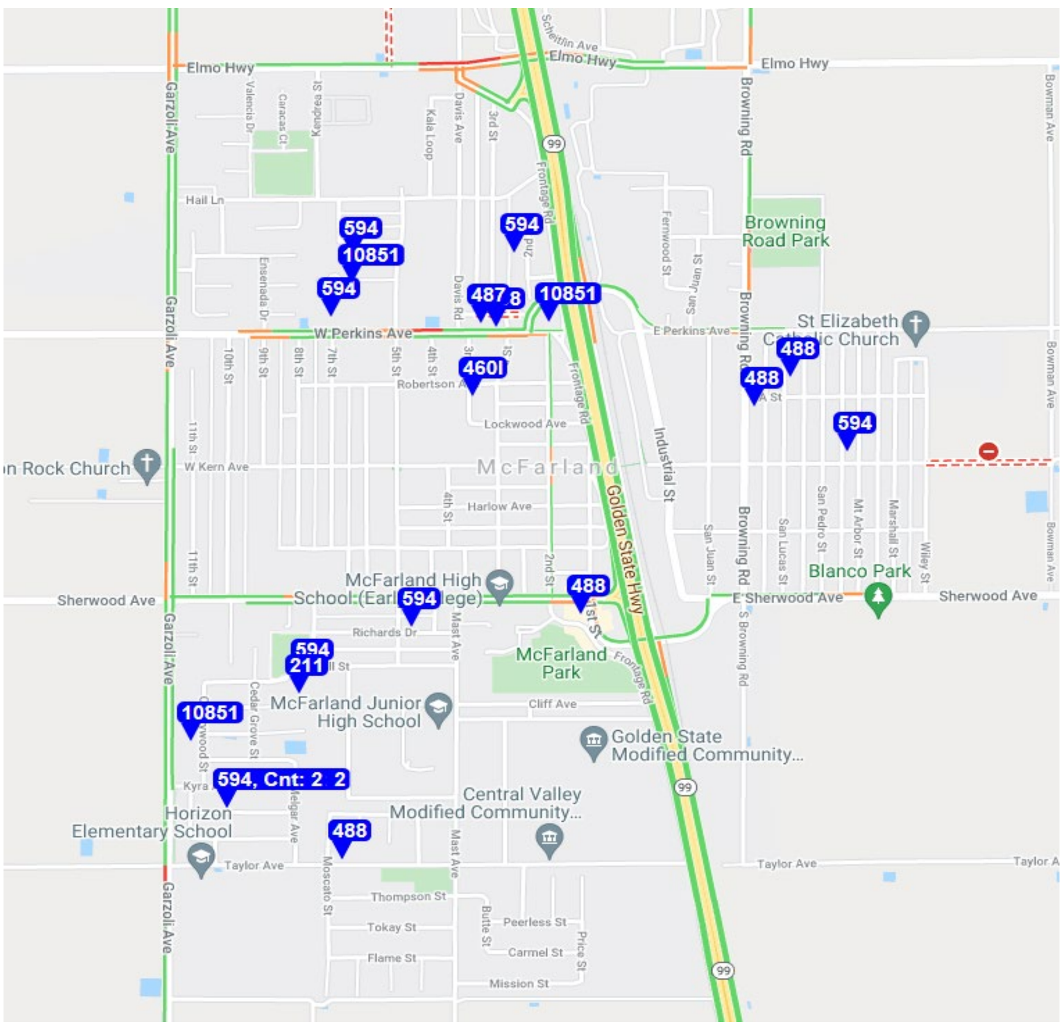
2nd St./W. Kern Ave

1St St./ W Sherwood Ave

799 5th St.

865 3rd St.

4th Pl./ W Perkins Ave.



**MEMORANDUM**

**CITY OF MCFARLAND**

**To:** Honorable Mayor and City Council

**From:** Maria Lara, City Manager
Fernando R. Lara, Finance Director

**Date:** July 22, 2021

**Subject:** Report, Discussion and Possible Approval of the Audited Financial Statement for the period ending June 30, 2019, for the City of McFarland

---

**RECOMMENDATION:**

Staff recommends City Council accept the City of McFarland's Audited Financial Statements for the period of July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

There are no fiscal impacts.

**DISCUSSION:**

CliftonLarsonAllen LLP (CLA) has prepared the Audited Financial Statements for the period ending June 30, 2019. The report has been prepared in conformity with the accounting principles generally accepted in the United States of America.

The Audited Financial Statements have been audited by CLA and presented by Mr. Richard Gonzalez, CPA, or designee. City Staff is available to answer any questions from City Council.

**ATTACHMENTS:**

- CLA letter to Council
- City of McFarland Fiscal Year 2019 Audited Financial Statements
- City of McFarland Fiscal Year 2019 Single Audit Report

CliftonLarsonAllen LLP
CLAconnect.com

Honorable Mayor and Members of the City Council
City of McFarland
McFarland, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of McFarland as of and for the year ended June 30, 2019, and have issued our report thereon dated July 15, 2021. Our report contains qualified opinions for the governmental activities, general fund, TDA-LTF fund and aggregate remaining fund information for lack of sufficient appropriate audit evidence on which to base an opinion on for receivables and related unavailable revenue and revenue account balances in governmental funds. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

## Significant audit findings

### *Qualitative aspects of accounting practices*

*Accounting policies*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of McFarland are described in Note 1 to the financial statements.

The City early adopted Governmental Accounting Standards (GASB Statement) No. 89, *Accounting for Interest Cost Incurred before the end of a Construction Period*, during the year ended June 30, 2019. Accordingly, the City is not reporting interest capitalization to capital assets of proprietary funds.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus.

*Accounting estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

*Financial statement disclosures*

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure of the prior period adjustments in Note 12 to the financial statements describes a restatement of the prior year financial statements related to long-term debt and interfund advances.

The financial statement disclosures are neutral, consistent, and clear.

***Difficulties encountered in performing the audit***

The completion of our audit was delayed for the following reason:

- Year-end balances not agreeing to the source documents due to lack of reconciliations

***Uncorrected misstatements***

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

***Corrected misstatements***

The attached schedule summarizes all misstatements (material and immaterial) detected as a result of audit procedures that were corrected by management.

***Disagreements with management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

***Management representations***

We have requested certain representations from management that are included in the management representation letter dated July 15, 2021.

***Management consultations with other independent accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Significant issues discussed with management prior to engagement***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

***Other audit findings or issues***

The following describes findings or issues arising from the audit that are, in our professional judgment, significant and relevant to your oversight of the financial reporting process:

- We issued qualified opinions for certain governmental funds described in our independent auditors' report related to receivables, unavailable revenue and revenue because we were unable to obtain sufficient appropriate audit evidence on which to base an opinion.

We have provided a separate report to you dated July 15, 2021, communicating internal control related matters identified during the audit.

**Other information in documents containing audited financial statements**

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the combining fund statements (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated July 15, 2021.

* * *

This communication is intended solely for the information and use of the Mayor and members of City Council and management of City of McFarland and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Roseville, California
July 15, 2021

# CITY OF MCFARLAND

# FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

# YEAR ENDED JUNE 30, 2019

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# CITY OF MCFARLAND
# TABLE OF CONTENTS
## YEAR ENDED JUNE 30, 2019

# FINANCIAL SECTION

# INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members
of the City Council
City of McFarland
McFarland, California

## Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of McFarland (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our unmodified and qualified audit opinions.

**Summary of Opinions**

| Opinion Unit | Type of Opinion |
|---|---|
| Governmental Activities | Qualified |
| Business-type Activities | Unmodified |
| General Fund | Qualified |
| TDA - LTF | Qualified |
| CalHOME | Unmodified |
| ICE Administration | Unmodified |
| McFarland Improvement Authority | Unmodified |
| Sewer | Unmodified |
| Refuse | Unmodified |
| Water | Unmodified |
| Aggregate Remaining Fund Information | Qualified |

**Basis for Qualified Opinion on Governmental Activities, General Fund, TDA – LTF Fund and the Aggregate Remaining Fund Information**

We were unable to obtain sufficient appropriate audit evidence on which to base an opinion on for receivables and related unavailable revenue and revenue account balances in the governmental activities, General Fund, TDA – LTF Fund and the aggregate remaining fund information of the City. Consequently, we were unable to determine whether any adjustments to the amounts included in the governmental activities, General Fund, TDA – LTF Fund and the aggregate remaining fund information are necessary. The amount by which this departure would affect the assets, fund balance, net position, and revenues of the governmental activities, General Fund, TDA – LTF Fund and the aggregate remaining fund information has not been determined.

**Qualified Opinion**

In our opinion, except for the possible effects of the matter discussed in the "Basis for Qualified Opinion on Governmental Activities, General Fund, TDA – LTF Fund and the Aggregate Remaining Fund Information" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, General Fund, TDA – LTF Fund and the aggregate remaining fund information of the City as of June 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Unmodified Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, each major governmental fund other than the General Fund and the TDA-LTF fund, and the major enterprise funds of the City of McFarland, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As described in Note 12 to the basic financial statements, prior period adjustments were recorded for the correction of errors in the prior year financial statements. Our opinions are not modified with respect to this matter.

***Other Matters***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis, that accounting principles generally accepted in the United States of America require be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion is not modified with respect to this omitted information.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining fund statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining fund statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the effects on the supplementary information of the qualified opinion on the basic financial statements as explained in the "Basis for Qualified Opinion on Governmental Activities, General Fund, TDA – LTF and the Aggregate Remaining Fund Information" paragraph, the combining fund statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated July 15, 2021 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Roseville, California
July 15, 2021

# BASIC FINANCIAL STATEMENTS

# CITY OF MCFARLAND
# GOVERNMENT-WIDE – STATEMENT OF NET POSITION
# JUNE 30, 2019

| | Primary Government | | |
|---|---|---|---|
| | Governmental Activities | Business-Type Activities | Totals |
| **ASSETS** | | | |
| Cash and Investments | $ 4,623,662 | $ 290,367 | $ 4,914,029 |
| Cash with Fiscal Agents | 3,770,486 | 657,583 | 4,428,069 |
| Receivables: | | | |
| Accounts | 321,392 | 531,507 | 852,899 |
| Intergovernmental | 4,509,842 | 83,335 | 4,593,177 |
| Interest | - | 1,816 | 1,816 |
| Deposits with Others | 411,356 | - | 411,356 |
| Internal Balances | 440,244 | (440,244) | - |
| Inventory | - | 5,098 | 5,098 |
| Loans Receivable | 3,912,334 | - | 3,912,334 |
| Land Held For Resale | 446,593 | - | 446,593 |
| Capital Assets: | | | |
| Nondepreciable | 10,871,967 | 11,214,843 | 22,086,810 |
| Depreciable, Net | 18,274,801 | 7,966,400 | 26,241,201 |
| Total Assets | 47,582,677 | 20,310,705 | 67,893,382 |
| **LIABILITIES** | | | |
| Accounts Payable | 4,266,542 | 369,789 | 4,636,331 |
| Accrued Liabilities | 84,103 | 45,455 | 129,558 |
| Interest Payable | 57,913 | 77,006 | 134,919 |
| Deposits Payable | 26,027 | 10,339 | 36,366 |
| Unearned Revenue | 127,865 | 58,158 | 186,023 |
| Long-Term Liabilities: | | | |
| Due Within One Year | 306,875 | 170,000 | 476,875 |
| Due in More than One Year | 4,865,723 | 6,088,228 | 10,953,951 |
| Total Liabilities | 9,735,048 | 6,818,975 | 16,554,023 |
| **NET POSITION** | | | |
| Net Investment in Capital Assets | 27,798,297 | 13,588,826 | 41,387,123 |
| Restricted for: | | | |
| Streets and Roads | 417,660 | - | 417,660 |
| Community Development | 5,841,538 | - | 5,841,538 |
| Capital Projects | 3,461,420 | - | 3,461,420 |
| Unrestricted | 328,714 | (97,096) | 231,618 |
| Total Net Position | $ 37,847,629 | $ 13,491,730 | $ 51,339,359 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# GOVERNMENT-WIDE – STATEMENT OF ACTIVITIES
# YEAR ENDED JUNE 30, 2019

| | | Program Revenues | | | Net (Expenses) Revenues and Changes in Net Position — Primary Government | | |
|---|---|---|---|---|---|---|---|
| Functions/Programs | Expenses | Fees, Fines, and Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Governmental Activities | Business-Type Activities | Total |
| **Primary Government** | | | | | | | |
| Governmental Activities: | | | | | | | |
| General Government | $ 1,210,914 | $ 238,452 | $ - | $ - | $ (972,462) | $ - | $ (972,462) |
| Public Safety | 2,399,653 | 226,231 | 123,719 | - | (2,049,703) | - | (2,049,703) |
| Public Works | 1,339,310 | 26,469 | 243,429 | 894,705 | (174,707) | - | (174,707) |
| Community Development | 13,127,463 | 1,095,486 | 13,157,553 | - | 1,125,576 | - | 1,125,576 |
| Interest on Long-Term Debt | 166,238 | - | - | - | (166,238) | - | (166,238) |
| Total Governmental Activities | 18,243,578 | 1,586,638 | 13,524,701 | 894,705 | (2,237,534) | - | (2,237,534) |
| Business-Type Activities: | | | | | | | |
| Sewer | 1,587,296 | 2,064,210 | - | - | - | 476,914 | 476,914 |
| Refuse | 1,450,917 | 1,363,185 | 17,042 | - | - | (70,690) | (70,690) |
| Water | 1,597,042 | 1,606,158 | - | - | - | 9,116 | 9,116 |
| Public Transportation | 174,722 | 12,106 | 46,626 | - | - | (115,990) | (115,990) |
| Total Business-Type Activities | 4,809,977 | 5,045,659 | 63,668 | - | - | 299,350 | 299,350 |
| **Total Primary Government** | $ 23,053,555 | $ 6,632,297 | $ 13,588,369 | $ 894,705 | (2,237,534) | 299,350 | (1,938,184) |
| | | General Revenues: | | | | | |
| | | Taxes: | | | | | |
| | | Property Taxes | | | 985,268 | - | 985,268 |
| | | Sales and Use Taxes | | | 347,262 | - | 347,262 |
| | | Franchise Taxes | | | 262,321 | - | 262,321 |
| | | Intergovernmental, Unrestricted: | | | | | |
| | | Motor Vehicle In-Lieu Tax | | | 1,432,603 | - | 1,432,603 |
| | | Interest and Investment Earnings | | | 79,896 | 3,437 | 83,333 |
| | | Gain on Sale of Capital Assets | | | 209,938 | - | 209,938 |
| | | Miscellaneous | | | 46,986 | 85,157 | 132,143 |
| | | Transfers | | | (208,562) | 208,562 | - |
| | | Total General Revenues and Transfers | | | 3,155,712 | 297,156 | 3,452,868 |
| | | **CHANGE IN NET POSITION** | | | 918,178 | 596,506 | 1,514,684 |
| | | Net Position - Beginning of Year, as Restated | | | 36,929,451 | 12,895,224 | 49,824,675 |
| | | Net Position - End of Year | | | $ 37,847,629 | $ 13,491,730 | $ 51,339,359 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# BALANCE SHEET – GOVERNMENTAL FUNDS
# JUNE 30, 2019

| | General Fund | TDA - LTF | CalHOME | ICE Administration |
|---|---|---|---|---|
| **ASSETS** | | | | |
| Cash and Investments | $ 686,502 | $ - | $ - | $ 1,541,000 |
| Cash with Fiscal Agent | - | - | - | - |
| Receivables: | | | | |
| Accounts | 318,009 | - | - | - |
| Intergovernmental | 794,562 | 1,383,777 | - | 2,277,688 |
| Deposits with Others | 411,356 | - | - | - |
| Due from Other Funds | 2,268,549 | - | - | - |
| Loans Receivable | - | - | 3,202,428 | - |
| Land Held for Resale | 446,593 | - | - | - |
| Total Assets | $ 4,925,571 | $ 1,383,777 | $ 3,202,428 | $ 3,818,688 |
| **LIABILITIES** | | | | |
| Accounts Payable | $ 447,363 | $ - | $ - | $ 3,818,688 |
| Accrued Liabilities | 84,103 | - | - | - |
| Deposits Payable | 26,027 | - | - | - |
| Due to Other Funds | - | 1,413,409 | 13,951 | - |
| Advances from Other Funds | 246,416 | - | - | - |
| Unearned Revenue | 83,934 | - | 10,946 | - |
| Total Liabilities | 887,843 | 1,413,409 | 24,897 | 3,818,688 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | |
| Unavailable Revenue | - | - | 3,202,428 | - |
| **FUND BALANCES** | | | | |
| Nonspendable | 446,593 | - | - | - |
| Restricted | 3,441,102 | - | - | - |
| Unassigned | 150,033 | (29,632) | (24,897) | - |
| Total Fund Balances | 4,037,728 | (29,632) | (24,897) | - |
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances | $ 4,925,571 | $ 1,383,777 | $ 3,202,428 | $ 3,818,688 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# BALANCE SHEET - GOVERNMENTAL (CONTINUED)
# JUNE 30, 2019

| McFarland Improvement Authority | Other Governmental Funds | Total |
|---|---|---|
| $ 20,318 | $ 2,375,842 | $ 4,623,662 |
| 3,770,486 | - | 3,770,486 |
| | | |
| - | 3,383 | 321,392 |
| - | 53,815 | 4,509,842 |
| - | - | 411,356 |
| - | - | 2,268,549 |
| - | 709,906 | 3,912,334 |
| - | - | 446,593 |
| $ 3,790,804 | $ 3,142,946 | $ 20,264,214 |
| | | |
| $ - | $ 491 | $ 4,266,542 |
| - | - | 84,103 |
| - | - | 26,027 |
| - | 154,529 | 1,581,889 |
| - | - | 246,416 |
| - | 32,985 | 127,865 |
| - | 188,005 | 6,332,842 |
| | | |
| - | 711,816 | 3,914,244 |
| | | |
| - | - | 446,593 |
| 3,790,804 | 2,344,954 | 9,576,860 |
| - | (101,829) | (6,325) |
| 3,790,804 | 2,243,125 | 10,017,128 |
| | | |
| $ 3,790,804 | $ 3,142,946 | $ 20,264,214 |

*See accompanying Notes to Financial Statements.*

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# CITY OF MCFARLAND
## RECONCILIATION OF GOVERNMENTAL FUNDS – BALANCE SHEET TO GOVERNMENT-WIDE STATEMENT OF NET POSITION – GOVERNMENTAL ACTIVITIES
## JUNE 30, 2019

| | | |
|---|---|---|
| **Fund Balance - Total Governmental Funds** | $ | 10,017,128 |
| Amounts reported for governmental activities in the statement of net position are different because: | | |
| Capital assets used in governmental activities are not financial resources and therefore, are not reported in the governmental funds balance sheet. | | 29,146,768 |
| Some of the City's revenue is not available to pay for current period expenditures, and therefore, are not reported in the governmental funds balance sheets. | | 3,914,244 |
| Interest on long-term debt is recognized as it accrues, regardless of when it is due. | | (57,913) |
| Long-term liabilities are not due and payable in the current period and therefore, are not reported in the governmental funds. | | |
| Bonds Payable (net of unamortized premium) | | (4,782,064) |
| Loans Payable | | (290,731) |
| Capital Leases | | (46,162) |
| Compensated Absences | | (53,641) |
| **Net Position of Governmental Activities** | $ | 37,847,629 |

*See accompanying Notes to Financial Statements.*

**CITY OF MCFARLAND**
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**
**GOVERNMENTAL FUNDS**
**YEAR ENDED JUNE 30, 2019**

| | General Fund | TDA - LTF | CalHOME | ICE Administration |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ 2,645,366 | $ - | $ - | $ - |
| Licenses and Permits | 205,893 | - | - | - |
| Fines and Forfeitures | 41,581 | - | - | - |
| Use of Money and Property | 19,599 | - | - | - |
| Intergovernmental Revenues | 1,027,259 | 35,995 | - | 12,879,361 |
| Charges for Services | 248,873 | - | - | - |
| Other Revenues | 46,986 | - | - | - |
| Total Revenues | 4,235,557 | 35,995 | - | 12,879,361 |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| General Government | 1,053,299 | - | - | - |
| Public Safety | 2,344,032 | - | - | - |
| Public Works | 533,805 | - | - | - |
| Community Development | 282,708 | - | - | 12,776,867 |
| Debt Service: | | | | |
| Principal | 285,120 | - | - | - |
| Interest and Fiscal Charges | 7,578 | - | - | - |
| Capital Outlay | 1,721,607 | - | - | - |
| Total Expenditures | 6,228,149 | - | - | 12,776,867 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (1,992,592) | 35,995 | - | 102,494 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | 1,461,845 | - | - | - |
| Transfers Out | - | (35,995) | - | - |
| USDA Loan | 50,000 | - | - | - |
| Sale of Capital Assets | 209,938 | - | - | - |
| Total Other Financing Sources (Uses) | 1,721,783 | (35,995) | - | - |
| **NET CHANGE IN FUND BALANCES** | (270,809) | - | - | 102,494 |
| Fund Balance - Beginning of Year, Restated | 4,308,537 | (29,632) | (24,897) | (102,494) |
| **FUND BALANCES - END OF YEAR** | $ 4,037,728 | $ (29,632) | $ (24,897) | $ -- |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
# GOVERNMENTAL FUNDS (CONTINUED)
# YEAR ENDED JUNE 30, 2019

| McFarland Improvement Authority | Other Governmental Funds | Total |
|---|---|---|
| $ - | $ 382,088 | $ 3,027,454 |
| - | 1,073,309 | 1,279,202 |
| - | - | 41,581 |
| 74,359 | 2,920 | 96,878 |
| - | 474,882 | 14,417,497 |
| - | - | 248,873 |
| - | - | 46,986 |
| 74,359 | 1,933,199 | 19,158,471 |
| | | |
| - | 334 | 1,053,633 |
| - | - | 2,344,032 |
| - | 64,700 | 598,505 |
| - | 10,000 | 13,069,575 |
| | | |
| - | - | 285,120 |
| 170,300 | - | 177,878 |
| - | 10,392 | 1,731,999 |
| 170,300 | 85,426 | 19,260,742 |
| | | |
| (95,941) | 1,847,773 | (102,271) |
| | | |
| - | - | 1,461,845 |
| (722,892) | (911,520) | (1,670,407) |
| - | - | 50,000 |
| - | - | 209,938 |
| | | |
| (722,892) | (911,520) | 51,376 |
| | | |
| (818,833) | 936,253 | (50,895) |
| | | |
| 4,609,637 | 1,306,872 | 10,068,023 |
| | | |
| $ 3,790,804 | $ 2,243,125 | $ 10,017,128 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS TO GOVERNMENT-WIDE STATEMENT OF ACTIVITIES – GOVERNMENTAL ACTIVITIES
## YEAR ENDED JUNE 30, 2019

| | | |
|---|---|---|
| **Net Change to Fund Balance - Total Governmental Funds** | $ | (50,895) |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. | | |
| Expenditures for Capital Outlay | | 1,731,999 |
| Less: Current Year Depreciation | | (1,021,825) |
| Some revenues reported in the statement of activities will not be collected for several months after the County's year end and do not provide current financial resources and therefore, are not reported as revenues in the governmental funds. | | 1,909 |
| Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. | | |
| Principal Payments | | 296,760 |
| Issuance of Debt | | (50,000) |
| Some expenses reported in the statement of activities, do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds. | | |
| Change in Compensated Absences | | 10,230 |
| **Change in Net Position of Governmental Activities** | $ | 918,178 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF NET POSITION
# PROPRIETARY FUNDS
# JUNE 30, 2019

| | Enterprise Funds | | | | |
|---|---|---|---|---|---|
| | | | | Nonmajor | |
| **ASSETS** | Sewer | Refuse | Water | Public Transportation | Total |
| Current Assets: | | | | | |
| Cash and Investments | $ - | $ - | $ 290,367 | $ - | $ 290,367 |
| Cash with Fiscal Agent - Restricted | 439,980 | - | 217,603 | - | 657,583 |
| Receivables: | | | | | |
| Accounts | 177,069 | 150,766 | 203,672 | - | 531,507 |
| Intergovernmental | 21,623 | 15,086 | - | 46,626 | 83,335 |
| Interest | - | - | 1,816 | - | 1,816 |
| Inventory | - | - | 5,098 | - | 5,098 |
| Notes Receivable | - | - | - | - | - |
| Total Current Assets | 638,672 | 165,852 | 718,556 | 46,626 | 1,569,706 |
| Noncurrent Assets: | | | | | |
| Advances to other Funds | 246,416 | - | - | - | 246,416 |
| Capital Assets: | | | | | |
| Nondepreciable | | | | | |
| Land | 1,120,000 | - | 160,063 | - | 1,280,063 |
| Construction in Progress | 6,245,881 | - | 3,688,899 | - | 9,934,780 |
| Depreciable: | | | | | |
| Buildings, Equipment and Infrastructure | 8,570,522 | 309,677 | 8,681,830 | 650,876 | 18,212,905 |
| Accumulated Depreciation | (4,541,709) | (283,786) | (5,063,813) | (357,197) | (10,246,505) |
| Total Noncurrent Assets | 11,641,110 | 25,891 | 7,466,979 | 293,679 | 19,427,659 |
| Total Assets | 12,279,782 | 191,743 | 8,185,535 | 340,305 | 20,997,365 |
| **LIABILITIES** | | | | | |
| Current Liabilities: | | | | | |
| Accounts Payable | 118,516 | 103,838 | 139,202 | 8,233 | 369,789 |
| Accrued Liabilities | 18,762 | 6,248 | 18,347 | 2,098 | 45,455 |
| Interest Payable | 51,594 | - | 25,412 | - | 77,006 |
| Due to Other Funds | 520,123 | 66,793 | - | 99,744 | 686,660 |
| Deposits from Others | - | - | 10,339 | - | 10,339 |
| Unearned Revenue | - | 10,000 | 20,000 | 28,158 | 58,158 |
| Bonds Payable | 113,900 | - | 56,100 | - | 170,000 |
| Total Current Liabilities | 822,895 | 186,879 | 269,400 | 138,233 | 1,417,407 |
| Noncurrent Liabilities: | | | | | |
| Compensated Absences | 5,850 | - | 1,442 | 936 | 8,228 |
| Bonds Payable | 4,052,267 | - | 2,027,733 | - | 6,080,000 |
| Total Noncurrent Liabilities | 4,058,117 | - | 2,029,175 | 936 | 6,088,228 |
| Total Liabilities | 4,881,012 | 186,879 | 2,298,575 | 139,169 | 7,505,635 |
| **NET POSITION** | | | | | |
| Net Investment in Capital Assets | 7,668,507 | 25,891 | 5,600,749 | 293,679 | 13,588,826 |
| Unrestricted | (269,737) | (21,027) | 286,211 | (92,543) | (97,096) |
| Total Net Position | $ 7,398,770 | $ 4,864 | $ 5,886,960 | $ 201,136 | $ 13,491,730 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
# PROPRIETARY FUNDS
# YEAR ENDED JUNE 30, 2019

| | Enterprise Funds | | | | |
|---|---|---|---|---|---|
| | | | | Nonmajor | |
| | Sewer | Refuse | Water | Public Transportation | Total |
| **OPERATING REVENUES** | | | | | |
| Charges for Services | $ 2,148,596 | $ 1,363,185 | $ 1,606,158 | $ 12,106 | $ 5,130,045 |
| Other Revenue | - | 180 | 404 | 187 | 771 |
| Total Operating Revenues | 2,148,596 | 1,363,365 | 1,606,562 | 12,293 | 5,130,816 |
| **OPERATING EXPENSES** | | | | | |
| Salaries and Employee Benefits | 537,768 | 198,999 | 546,918 | 97,557 | 1,381,242 |
| Services and Supplies | 254,078 | 1,234,624 | 334,923 | 28,721 | 1,852,346 |
| Utilities | 159,085 | - | 246,716 | - | 405,801 |
| Franchise Fees | 161,367 | - | 100,944 | - | 262,311 |
| Depreciation | 253,744 | 17,294 | 260,995 | 48,444 | 580,477 |
| Total Operating Expenses | 1,366,042 | 1,450,917 | 1,490,496 | 174,722 | 4,482,177 |
| **OPERATING INCOME (LOSS)** | 782,554 | (87,552) | 116,066 | (162,429) | 648,639 |
| **NONOPERATING REVENUES (EXPENSES)** | | | | | |
| Grants | - | 17,042 | - | 46,626 | 63,668 |
| Interest Income | 3,437 | - | - | - | 3,437 |
| Interest Expense | (221,254) | - | (106,546) | - | (327,800) |
| Total Nonoperating Revenues (Expenses) | (217,817) | 17,042 | (106,546) | 46,626 | (260,695) |
| **INCOME (LOSS) BEFORE TRANSFERS** | 564,737 | (70,510) | 9,520 | (115,803) | 387,944 |
| Transfers In | - | - | 267,568 | - | 267,568 |
| Transfers Out | (9,821) | (41,460) | - | (7,725) | (59,006) |
| **CHANGE NET POSITION** | 554,916 | (111,970) | 277,088 | (123,528) | 596,506 |
| Net Position - Beginning of Year | 6,843,854 | 116,834 | 5,609,872 | 324,664 | 12,895,224 |
| **NET POSITION - END OF YEAR** | $ 7,398,770 | $ 4,864 | $ 5,886,960 | $ 201,136 | $ 13,491,730 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF CASH FLOWS
# PROPRIETARY FUNDS
# YEAR ENDED JUNE 30, 2019

| | Enterprise Funds | | | | |
|---|---|---|---|---|---|
| | | | | Nonmajor | |
| | Sewer | Refuse | Water | Public Transportation | Total |
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | | | |
| Receipts from Customers | $ 2,087,301 | $ 1,349,788 | $ 1,533,116 | $ 39,409 | $ 5,009,614 |
| Payments to Suppliers | (532,717) | (1,229,434) | (619,841) | (25,688) | (2,407,680) |
| Payments to Employees | (549,181) | (204,500) | (555,987) | (98,856) | (1,408,524) |
| Net Cash Provided (Used) by Operating Activities | 1,005,403 | (84,146) | 357,288 | (85,135) | 1,193,410 |
| **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES** | | | | | |
| Grant Proceeds | - | 17,042 | - | 46,626 | 63,668 |
| Loans from Oher Funds | 43,041 | 66,793 | | 46,234 | 156,068 |
| Loan Payments to Other Funds | (718,348) | - | - | - | (718,348) |
| Transfers from Other Funds | - | - | 267,568 | - | 267,568 |
| Transfers to Other Funds | (9,821) | (41,460) | - | (7,725) | (59,006) |
| Net Cash Provided (Used) by Noncapital Financing Activities | (685,128) | 42,375 | 267,568 | 85,135 | (290,050) |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | | | | | |
| Payments related to the Acquisition of Capital Assets | (9,510) | - | (334,837) | - | (344,347) |
| Principal Repayments Related to Capital Purposes | (108,900) | - | (56,100) | - | (165,000) |
| Interest Repayments Related to Capital Purposes | (221,254) | - | (106,546) | - | (327,800) |
| Net Cash Provided (Used) by Capital Related Financing Activities | (339,664) | - | (497,483) | - | (837,147) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | | | |
| Interest Earnings | 3,437 | - | - | - | 3,437 |
| Net Cash Provided (Used) by Investing Activities | 3,437 | - | - | - | 3,437 |
| Net Increase (Decrease) in Cash and Cash Equivalents | (15,952) | (41,771) | 127,373 | - | 69,650 |
| Cash and Cash Equivalents - Beginning of Year | 455,932 | 41,771 | 380,597 | - | 878,300 |
| **CASH AND CASH EQUIVALENTS - END OF YEAR** | $ 439,980 | $ - | $ 507,970 | $ - | $ 947,950 |
| **RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES** | | | | | |
| Operating Income (Loss) | $ 782,554 | $ (87,552) | $ 116,066 | $ (162,429) | $ 648,639 |
| Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities: | | | | | |
| Depreciation | 253,744 | 17,294 | 260,995 | 48,444 | 580,477 |
| Decrease (Increase) in: | | | | | |
| Accounts Receivable | (39,672) | (13,812) | (75,500) | - | (128,984) |
| Due from Other Governments | (21,623) | 235 | - | (1,042) | (22,430) |
| Prepaid Costs | - | - | - | 16 | 16 |
| Deposits | - | - | 2,054 | - | 2,054 |
| Increase (Decrease) in: | | | | | |
| Accounts Payable and Other Liabilities | 41,813 | 5,190 | 62,742 | 3,017 | 112,762 |
| Accrued Salaries | (940) | (5,501) | (1,741) | (1,266) | (9,448) |
| Unearned Revenues | - | - | - | 28,158 | 28,158 |
| Compensated Absences | (10,473) | - | (7,328) | (33) | (17,834) |
| Net Cash Provided (Used) by Operating Activities | $ 1,005,403 | $ (84,146) | $ 357,288 | $ (85,135) | $ 1,193,410 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF NET POSITION
# FIDUCIARY FUNDS
# JUNE 30, 2019

| | RDA Successor Agency |
|---|---|
| **ASSETS** | |
| Cash and Investments | $ 6,665 |
| Total Assets | 6,665 |
| | |
| **NET POSITION** | |
| Held In Trust for Retirement of Obligations of the Former McFarland Redevelopment Agency | 6,665 |
| Total Net Position | $ 6,665 |

*See accompanying Notes to Financial Statements.*

# CITY OF MCFARLAND
# STATEMENT OF CHANGES IN NET POSITION
# FIDUCIARY FUNDS
# YEAR ENDED JUNE 30, 2019

| | RDA Successor Agency |
|---|---|
| **ADDITIONS** | |
| Property Taxes | $ - |
| Total Additions | - |
| **DEDUCTIONS** | |
| Administration | - |
| Total Deductions | - |
| **CHANGE IN NET POSITION** | - |
| Net Position - Beginning of Year, as Restated | 6,665 |
| **NET POSITION - END OF YEAR** | $ 6,665 |

*See accompanying Notes to Financial Statements.*

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### A. Reporting Entity

The City of McFarland, California was incorporated on July 18, 1957. The City is a full-service city and operates under a Council – City Administration form of government, providing the following services: general government; public safety; public works; and recreation and development. The City is located in Kern County approximately 25 miles north of Bakersfield, the County government seat.

The City has defined its reporting entity in accordance with accounting principles generally accepted in the United States of America which provide guidance for determining which governmental activities, organizations, and functions should be included in the reporting entity. The Basic Financial Statements present information on the activities of the reporting entity, including all the fund types of the City.

Generally accepted accounting principles require government financial statements to include the primary government and its component units. Component units of a governmental entity are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the combined financial statements to be misleading. The primary government is considered to be financially accountable if it appoints a majority of an organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government.

Reporting for component units on the City's financial statements can be blended or discretely presented. Blended component units are, although legally separate entities, in substance part of the City's operations and, therefore, data from these units are combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government.

Blended Component Units

*Parking Authority* – The McFarland Parking Authority of the City of McFarland (the "Parking Authority") was formed by the City on April 12, 2012, by Resolution No. 2012-069, under Part 2 of Division 18 of the California Streets and Highways Code, Section 32650. The Parking Authority's legislative body is the City Council as Board of Directors of the Parking Authority. The fundamental aim of the Parking Authority is to purchase property and construct a public parking lot on that property. Separate financial statements are not available for the Authority.

*Improvement Authority* – On April 12, 2012, under Resolution No., 2012-070, the Parking Authority and the City entered into a Joint Exercise of Powers Agreement to create the McFarland Improvement Authority (the "improvement Authority"). The Improvement Authority's legislative body is the City Council as Commissioners of the Improvement Authority. The fundamental aim of the Improvement Authority is to provide for the financing of capital improvements and working capital. The Improvement Authority issued bonds for the purpose of funding the purchase of land for and construction of a public parking facility. The Improvement Authority then leased the property to the City. The rent proceeds will be used by the Improvement Authority to service bond debt and maintain the parking facility. Separate financial statements are not available for the Authority.

*McFarland Public Financing Corporation* – On July 31, 2001, the City and the Successor Agency to the Former McFarland Redevelopment Agency entered into a Joint Exercise of Powers Agreement establishing the McFarland Public Financing Corporation (the "Corporation") for the purpose of issuing its bonds to be used to provide financial assistance to the City, the Agency or any other public entity of the State of California. The City Council of McFarland is the governing body for the Corporation. The funds of the component unit are reported in the Special Revenues Funds and the Agency Fund. Separate financial statements are not available for the Corporation.

Discretely Presented Component Units

There are no component units of the City which meet the criteria for discrete presentation.

## B. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information on all of the nonfiduciary activities of the City and its blended component units. These statements include the financial activities of the overall government, except fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. Interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the governmental and business-type activities of the City. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each different identifiable activity of the City's business-type activities and each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and; therefore, are clearly identifiable to a particular function. Certain indirect costs, which cannot be identified and broken down are included in the program expense reported for individual functions and activities. Program revenues include 1) charges paid by the recipients of goods and services offered by the program, 2) operating grants and contributions and 3) capital grants and contributions. Taxes and other items not properly included among program revenues are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis is placed on major funds within the governmental and proprietary categories, each is displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

- The General Fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the City that are not accounted for through other funds. For the City, the General fund includes such activities as general government, public safety, public works, and recreation and development.
- The TDA-LTF Fund is used to accout for the City's share of the Transportation Development Allocation which is legally restricted for specific purposes, primarily street construction and maintenance and related street expenses. This fund also accounts for other State and Federal grant revenues related to street maintenance or construction.
- The CalHOME Fund is used to account for a CalHome Homeownership Project Development Program award.
- The ICE Administration Fund is used to account for ICE funds received.
- The McFarland Improvement Authority Fund is used to account for the activities of the McFarland Parking Authority and the McFarland Improvement Authority.

The City reports the following major proprietary funds:

- The Sewer Fund is used to account for the provisions of sewer service to the residents of the City. All activities necessary to provide such service are accounted for in this fund.
- The Refuse Fund is used to account for the collection and disposal of refuse within the City. All activities necessary to provide such service are accounted for in this fund.
- The Water Fund is used to account for the provisions of water service to residents of the City. All activities necessary to provide such service are accounted for in this fund.

The City reports the following additional fund types:

- The RDA Successor Agency Private Purpose Trust Fund is a fiduciary fund used to account for monies received from the Kern County Auditor Controller for the repayment of the enforceable obligations of the former McFarland Redevelopment Agency. These funds are restricted for the sole purpose of payment of items on an approved Recognized Payment Obligation Schedule (ROPS).

## C. Basis of Accounting and Measurement Focus

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales tax, grants, entitlements, and donations. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property and sales taxes, interest and charges for services are considered susceptible to accrual and are accrued when their receipt occurs within 60 days after the end of the fiscal year. Certain state and federal grants are considered susceptible to accrual and are accrued when their receipt occurs within 365 days after the end of the fiscal year. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in the various functions of the governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as other financing sources.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Fiduciary funds include a private purpose trust fund which is reported using the economic resources measurement focus and the accrual basis of accounting.

## D. Cash and Investments

The City pools cash resources from all funds in order to facilitate the management of cash. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures (Amendment of GASB Statement No. 3)*, certain disclosure requirements for deposits and investment risks were made in the following areas: Interest Rate Risk, Credit Risk, Custodial Credit Risk, and Concentrations of Credit Risk.

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end, and other disclosures.

The City has implemented GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools.* Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are not readily available. Interest earned on investments is allocated using the Local Agency Fund (LAIF) factor to selected funds by the City.

The City participates in an investment pool LAIF, which has invested a portion of the pooled funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the state of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to changes in interest rates.

Cash equivalents are considered amounts in demand deposits and short-term investments with a maturity date within three months of the date acquired by the City and are presented as "Cash and Investments" in the accompanying basic financial statements.

**E. Receivables**

Receivables for governmental activities consist mainly of accounts, intergovernmental, and interest. Receivables for business-type activities consist mainly of user fees, intergovernmental, and interest earnings. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

**F. Other Assets**

Prepaid Costs

Payments made for services that will benefit future accounting periods are recorded as prepaid costs in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased. Prepaid costs do not reflect current appropriable resources and thus, an equivalent portion of fund balance is reported as nonspendable.

Inventory

Inventory recorded by proprietary funds include supplies for the Water fund. Inventories are recorded as expenses at the time the inventory is consumed.

**G. Loans Receivable**

Loans receivable represent low interest notes and related accrued interest to finance multi-family and single family construction and rehabilitation projects, homebuyer assistance for low income families, as well as business start-up costs. Loan terms are 15 to 55 years with an interest rate at 0% to 5%. The primary source of funding for these loans comes from grants from the Community Development Block Grant (CDBG) program and Home Investment Partnerships (HOME) program. The CDBG and HOME grants contain monitoring requirements to ensure grant compliance. These requirements are reflected in the loan agreements.

## H. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, traffic signals, drainage systems and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial cost of more than $1,000 ($25,000 for infrastructure) and an estimated life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Capital assets used in operations are depreciated or amortized using the straight line method over the assets estimated useful life in the government-wide financial statements. The range of estimated useful lives by type of asset is as follows:

| Depreciable Asset | Estimated Lives |
|---|---|
| Buildings | 15 to 40 Years |
| Improvements Other Than Buildings | 15 to 40 Years |
| Machinery and Equipment | 5 to 20 Years |
| Infrastructure | 20 to 50 Years |

## I. Property Tax

Secured property taxes are levied during September of each year for the fiscal year beginning with the preceding July 1 and ending the following June 30. They become a lien on real property on January 1 preceding the fiscal year for which taxes are levied. The Kern County Assessor establishes the value of the property on January 1. Taxes are payable in two installments on November 1 and February 1, and are delinquent if not paid by December 10 and April 10, respectively. In 1978, a state constitutional amendment (Proposition 13) provided that the tax rate be limited to 1% of market value, levied only by the County and shared with all other jurisdictions. Such limitation on the rate may only be increased through voter approval. The County collects property taxes and distributes them to taxing jurisdictions on the basis of the taxing jurisdiction's assessed valuations and on the tax rate for voter-approved debt.

### J. Interfund Transactions

Interfund transactions are reflected as either loans, services provided or used, reimbursements or transfers.

Loans reported as receivables and payables are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans) as appropriate and are subject to elimination upon consolidation. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as “internal balances”. Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not in spendable form.

Services provided or used, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. These services provide information on the net cost of each government function and therefore are not eliminated in the process of preparing the government-wide statement of activities.

Reimbursements occur when the funds responsible for particular expenditures or expenses repay the funds that initially paid for them. Such reimbursements are reflected as expenditures or expenses in the reimbursing fund and reductions to expenditures or expenses in the reimbursed fund.

All other interfund transactions are treated as transfers. Transfers between funds are netted as part of the reconciliation to the government-wide presentation.

### K. Unearned Revenue

Under the accrual and modified accrual basis of accounting, revenue may be recognized only when it is earned. When assets are recognized in connection with a transaction before the earnings process is complete, those assets are offset by a corresponding liability for unearned revenue.

### L. Compensated Absences

It is the City’s policy to permit employees to accumulate earned but unused vacation and sick pay benefits up to certain limits. For governmental funds, compensated absences are recorded as current and noncurrent liabilities only on the government-wide financial statements. For proprietary funds, current and noncurrent liabilities for compensated absences are recorded in both the government wide financial statements and the fund financial statements. There is no liability for unpaid sick leave since the City does not pay such amounts when employees separate from service with the City.

### M. Long-Term Obligations

In the government-wide financial statements and in the proprietary fund financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when bonds are issued.

In governmental fund financial statements, bond premiums and discounts, as well as debt issuance costs are recognized in the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are also reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds, are reported as debt service expenditures.

### N. Net Position

The government-wide and business-type activities fund financial statements utilize a net position presentation. Net position is categorized as follows:

- **Net Invested In Capital Assets** – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.
- **Restricted Net Position** – This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted Net Position** – This category represents net position of the City, not restricted for any project or other purpose.

When both restricted and unrestricted net position are available for use, it is the City's policy to use restricted net position first, and then unrestricted net position as they are needed.

### O. Fund Balance

Fund balances of the governmental funds are presented in the financial statements based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. Fund balances are classified as follows:

- **Nonspendable** – Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.
- **Restricted** – Amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- **Committed** – Amounts that are obligated to a specific purpose which are internally imposed by the government through formal action (Ordinances and Resolutions) at

the highest level of decision making authority (City Council). These commitments can only be overturned by a like action.

- **Assigned** – Amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. Undesignated excess Fund Balances may be assigned by the City Council, City Manager, or Finance Director for specific purposes through the budget process or agenda items. The assigned designation may be reversed by the City Council at any public meeting.
- **Unassigned** – Residual positive fund balances within the General Fund, which have not been classified within the other above mentioned categories. Unassigned Fund Balances may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When expenditures are incurred for purposes for which all restricted, committed, assigned, and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance to be charged: Restricted, Committed, Assigned, and Unassigned.

The City does not have a formal minimum fund balance requirement.

## P. Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## NOTE 2 CASH AND INVESTMENTS

The City maintains a cash and investment pool for all funds. Certain restricted funds, which are held and invested by independent outside custodians through contractual agreements are not pooled.

| | |
|---|---|
| Statement of Net Position: | |
| Cash and Investments | $ 4,914,029 |
| Cash with Fiscal Agents | 4,428,069 |
| Statement of Fiduciary Net Position: | |
| Cash and Investments | 6,665 |
| Total | $ 9,348,763 |

Cash and investments as of June 30, 2019 consist of the following:

| | |
|---|---|
| Deposits with Financial Institutions | $ 9,007,279 |
| Cash on Hand | 3,000 |
| Investments | 338,484 |
| Total | $ 9,348,763 |

Deposits

At year end, the carrying amount of the City's cash deposits (including amounts in checking accounts and money market accounts) was $6,307,583 and the bank balance was $6,413,797. The difference between the bank balance and the carrying amount represents outstanding warrants and wire transfers and deposits in transit.

**Custodial credit risk** – In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City has no deposit policy for custodial credit risk.

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure public agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. As of June 30, 2019, all of the City's deposits with financial institutions in excess of federal depository insurance limits were held in fully collateralized accounts, as permitted by the California Government Code.

Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an Agent of Depository has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository is considered to be held for, and in the name of, the local governmental agency.

Investments

The City had the following investments at June 30, 2019:

| Investment Type | Fair Value | Maturity Date |
| --- | --- | --- |
| State Treasurer's Investment Pool (LAIF) | $ 338,484 | N/A |
| Total Investments | $ 338,484 | |

**Interest rate risk** – The City's exposure to interest rate risk is identified by the above weighted average maturities. The City has no investment policy for interest rate risk.

**Credit rating risk** – The City is required to disclose the credit quality ratings of investments in debt securities as issued by nationally recognized statistical rating organizations (NRSROs). At June 30, 2019, the Credit ratings for the money market funds and investment in LAIF was unavailable. The City has no investment policy for credit risk.

**Concentration of credit risk** – The City is required to disclose any investment in any one issuer that represents 5% or more of total investments. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement. As such, the City has no concentration of credit risk that exceeds 5%. The City has no investment policy for concentration of credit risk.

**Custodial credit risk** – For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF). The City has no investment policy for custodial credit risk.

The table below identifies the investment types that are authorized for the City of McFarland by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that addresses investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government code or the City's investment policy.

| Authorized Investment Type | Maximum Maturity | Maximum Percentage of Portfolio | Minimum Quality Requirements |
|---|---|---|---|
| Local Agency Bonds | 5 Years | None | None |
| U.S. Treasury Obligations | 5 Years | None | None |
| State Obligations | 5 Years | None | None |
| CA Local Agency Obligations | 5 Years | None | None |
| U.S. Agency Obligations | 5 Years | None | None |
| Bankers Acceptance | 180 Days | 40% | None |
| Commercial Paper - Select Agencies | 270 Days | 25% | A-1 |
| Commercial Paper - Other Agencies | 270 Days | 40% | A-1 |
| Negotiable Certificates of Deposit | 5 Years | 30% | None |
| CD Placement Service | 5 Years | 30% | None |
| Repurchase Agreements | 1 Year | None | None |
| Reverse Repurchase Agreements | 92 Days | 20% | None |
| Medium-Term Notes | 5 Years | 30% | A |
| Mutual and Money Market Funds | N/A | 20% | Multiple |
| Collateralized Bank Deposits | 5 Years | None | None |
| Mortgage Pass-Through Securities | 5 Years | 20% | AA |
| Bank/Time Deposits | 5 Years | None | None |
| County Pooled Investment Funds | N/A | None | None |
| Joint Powers Authority Pool | N/A | None | Multiple |
| Local Ageny Investment Fund (LAIF) | N/A | None | None |

<u>Fair Value of Investments</u>

The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

Level 1: Quoted prices for identical investments in active markets;
Level 2: Observable inputs other than quoted market prices, and
Level 3: Unobservable inputs

The City's position in external investment pools is, in its self, regarded as a type of investment and looking through to the underlying investments of the pool is not appropriate. Therefore, the City's investment in external investment pools is not recognized in the three-tiered fair value hierarchy described above.

Investment in External Investment Pools

The City maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California State Code. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute. At June 30, 2019, the County's investment in LAIF valued at amortized cost was $346,162 and is the same as the value of the pool shares. There are no restrictions on withdrawal of funds. The total amount invested by all public agencies in LAIF on that day was $105.73 billion. Of that amount, 98.23% is invested in non-derivative financial products and 1.77% in structured notes and asset-backed securities.

Restricted Cash and Investments with Fiscal Agents

Cash and investments at June 30, 2019 that are restricted by legal or contractual requirements are comprised of the following:

| | |
|---|---|
| Governmental Activities: | |
| McFarland Improvement Authority | |
| Debt Service Reserves | $ 3,770,486 |
| | |
| Business-type Activities: | |
| Sewer Fund: | |
| Debt Service Reserves | 439,980 |
| | |
| Water Fund: | |
| Debt Service Reserves | 217,603 |
| | 657,583 |
| | |
| Total Restricted Cash and Investments | $ 4,428,069 |

## NOTE 3 CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2019 was as follows:

| | Balance July 01, 2018 | Additions | Retirements | Transfers/ Adjustments | Balance June 30, 2019 |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Capital Assets, Not Being Depreciated: | | | | | |
| Land | $ 993,176 | $ - | $ - | $ - | $ 993,176 |
| Construction In Progress | 8,267,636 | 1,611,155 | - | - | 9,878,791 |
| Total Capital Assets, Not Being Depreciated | 9,260,812 | 1,611,155 | - | - | 10,871,967 |
| Capital Assets, Being Depreciated: | | | | | |
| Infrastructure | 23,091,340 | 50,439 | - | - | 23,141,779 |
| Machinery and Equipment | 1,376,178 | 37,520 | - | - | 1,413,698 |
| Vehicles | 800,290 | 32,885 | - | - | 833,175 |
| Total Capital Assets, Being Depreciated | 25,267,808 | 120,844 | - | - | 25,388,652 |
| Less Accumulated Depreciation for: | | | | | |
| Infrastructure | (4,634,487) | (789,091) | - | - | (5,423,578) |
| Machinery and Equipment | (864,473) | (136,941) | - | - | (1,001,414) |
| Vehicles | (593,066) | (95,793) | - | - | (688,859) |
| Total Accumulated Depreciation | (6,092,026) | (1,021,825) | - | - | (7,113,851) |
| Total Capital Assets, Being Depreciated, Net | 19,175,782 | (900,981) | - | - | 18,274,801 |
| Governmental Activities Capital Assets, Net | $ 28,436,594 | $ 710,174 | $ - | $ - | $ 29,146,768 |

| | Balance July 01, 2018 | Additions | Retirements | Transfers/ Adjustments | Balance June 30, 2019 |
|---|---|---|---|---|---|
| **Business-Type Activities** | | | | | |
| Capital Assets, Not Being Depreciated: | | | | | |
| Land | $ 1,280,063 | $ - | $ - | $ - | $ 1,280,063 |
| Construction In Progress | 9,655,791 | 278,989 | - | - | 9,934,780 |
| Total Capital Assets, Not Being Depreciated | 10,935,854 | 278,989 | - | - | 11,214,843 |
| Capital Assets, Being Depreciated: | | | | | |
| Infrastructure | 559,361 | 30,981 | - | - | 590,342 |
| Buildings and Improvements | 4,828,308 | - | - | - | 4,828,308 |
| Machinery and Other | 11,774,282 | 34,377 | - | - | 11,808,659 |
| Vehicles | 985,596 | - | - | - | 985,596 |
| Total Capital Assets, Being Depreciated | 18,147,547 | 65,358 | - | - | 18,212,905 |
| Less Accumulated Depreciation for: | | | | | |
| Infrastructure | (195,776) | (14,759) | - | - | (210,535) |
| Buildings and Improvements | (1,976,743) | (182,105) | - | - | (2,158,848) |
| Machinery and Other | (6,805,605) | (326,250) | - | - | (7,131,855) |
| Vehicles | (687,904) | (57,363) | - | - | (745,267) |
| Total Accumulated Depreciation | (9,666,028) | (580,477) | - | - | (10,246,505) |
| Total Capital Assets, Being Depreciated, Net | 8,481,519 | (515,119) | - | - | 7,966,400 |
| Business-Type Activities Capital Assets, Net | $ 19,417,373 | $ (236,130) | $ - | $ - | $ 19,181,243 |

**Depreciation**

Depreciation expense was charged to governmental functions as follows at June 30, 2019:

| | |
|---|---|
| General Government | $ 167,511 |
| Public Safety | 55,621 |
| Public Works | 740,805 |
| Community Development | 57,888 |
| Total Depreciation Expense - Governmental Functions | $ 1,021,825 |

Depreciation expense was charged to business-type functions as follows at June 30, 2019:

| | |
|---|---|
| Solid Waste | $ 253,744 |
| Refuse | 17,294 |
| Water | 260,995 |
| Public Transit | 48,444 |
| Total Depreciation Expense - Business Type Functions | $ 580,477 |

## NOTE 4 INTERFUND TRANSACTIONS

**Due To/From Other Funds**

During the course of operations, transactions occur between funds to account for goods received or services rendered. These receivables and payables are classified as due from or due to other funds. In addition, when funds overdraw their share of pooled cash, the receivables and payables are also classified as due from or due to other funds. The following are due from and due to balances as of June 30, 2019:

| | Due From Other Funds | Due To Other Funds |
|---|---|---|
| General Fund | $ 2,268,549 | $ - |
| TDA - LTF | - | 1,413,409 |
| CalHOME | - | 13,951 |
| Sewer | - | 520,123 |
| Refuse | | 66,793 |
| Nonmajor Governmental Funds | - | 154,529 |
| Nonmajor Enterprise Fund | - | 99,744 |
| Total | $ 2,268,549 | $ 2,268,549 |

**Advances From/To Other Funds**

The amount payable to the Sewer Fund relate to a loan for capital projects, including park facilities and other public infrastructure and facilities. The loan is scheduled to be repaid in 2024:

| | Advances To Other Funds | Advances From Other Funds |
|---|---|---|
| General Fund | $ - | $ 246,416 |
| Sewer | 246,416 | - |
| Total | $ 246,416 | $ 246,416 |

**Transfers**

Transfers are indicative of funding for capital projects, lease payments or debt service and reallocations of special revenues. The following are the interfund transfer balances as of June 30, 2019:

| | Transfer In | Transfer Out |
|---|---|---|
| General Fund | $ 1,461,845 | $ - |
| McFarland Improvement Authority | - | 722,892 |
| TDA - LTF | - | 35,995 |
| Sewer | - | 9,821 |
| Refuse | - | 41,460 |
| Water | 267,568 | - |
| Nonmajor Governmental Funds | - | 911,520 |
| Nonmajor Enterprise Fund | - | 7,725 |
| Total | $ 1,729,413 | $ 1,729,413 |

## NOTE 5 UNEARNED/UNAVAILABLE REVENUE

Unearned revenue consists of moneys received where the City has not yet incurred the qualifying expenditures.

Deferred inflows of resources represents an acquisition of net position or fund balance that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has one transaction type that qualifies for reporting under this category: unavailable revenue. Unavailable revenue is only reported in the governmental funds balance sheet under the modified accrual basis of accounting.

At June 30, 2019, components of unearned and unavailable revenues were as follows:

| | Unearned Revenue | Unavailable Revenue | Total |
|---|---|---|---|
| General Fund: | | | |
| Grant Revenue | $ 83,934 | $ - | $ 83,934 |
| CalHOME: | | | |
| Grant Revenue and Loans | 10,946 | 3,202,429 | 3,213,375 |
| Nonmajor Governmental Funds: | | | |
| Grant Revenue and Loans | 32,985 | 711,816 | 744,801 |
| Total Governmental Activities | $ 127,865 | $ 3,914,245 | $ 4,042,110 |
| Refuse: | | | |
| Grant Revenue | $ 10,000 | | |
| Water: | | | |
| Grant Revenue | 20,000 | | |
| Public Transit: | | | |
| Grant Revenue | 28,158 | | |
| Total Business-type Activities | $ 58,158 | | |

## NOTE 6 LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended June 30, 2019:

| Type of Indebtedness | Restated Balance July 1, 2018 (1) | Additions | Retirements | Balance June 30, 2019 | Amounts Due Within One Year |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Revenue Bonds | $ 4,450,000 | $ - | $ - | $ 4,450,000 | $ - |
| Unamortized Premiums on Bonds | 343,923 | - | (11,859) | 332,064 | - |
| Notes Payable | 472,978 | 50,000 | (232,247) | 290,731 | 260,713 |
| Capital Leases | 98,816 | - | (52,654) | 46,162 | 46,162 |
| Compensated Absences | 63,871 | - | (10,230) | 53,641 | - |
| Total Governmental Activities | $ 5,429,588 | $ 50,000 | $ (306,990) | $ 5,172,598 | $ 306,875 |
| **Business-Type Activities** | | | | | |
| Revenue Bonds | $ 6,415,000 | $ - | $ (165,000) | $ 6,250,000 | $ 170,000 |
| Compensated Absences | 31,305 | - | (23,077) | 8,228 | - |
| Total Business-Type Activities | $ 6,446,305 | $ - | $ (188,077) | $ 6,258,228 | $ 170,000 |

(1) Restatement is described in note 12: Prior Period Adjustments

The capital lease liability is liquidated by lease payments made by the departments leasing the equipment. Compensated absences for the governmental activities are generally liquidated by the fund where the accrued liability occurred.

Individual issues of debt payable outstanding at June 30, 2019 are as follows:

**Governmental Activities**

| | |
|---|---|
| Revenue Bonds: | |
| Series 2017 Lease Revenue Bonds dated December 1, 2017 in the original amount of $4,450,000 at 3-4% interest; principal and interest payable each March 1 and September 1 until September 2, 2047 maturity. Bonds issued by the McFarland Improvement Authority. | $ 4,450,000 |
| Total Revenue Bonds | 4,450,000 |
| Notes Payable: | |
| Settlement agreement payable to the County of Kern dated November 17, 2009, in the amount of $2,059,303; principal and interest at 3.62% due each July 1 and December 1 through 2019. | 240,731 |
| Note payable to the United States Department of Agriculture in the amount of $50,000; principal and interest at 3.375% due each July 1 and December 1 through 2058. | 50,000 |
| Total Notes Payable | 290,731 |
| Capital Leases: | |
| Lease/Purchase obligation payable to Government Leasing LLC dated May 15, 2015, in the amount of $249,257; monthly payments of $4,733 including interest at 5.5% payable through 2020. Secured by street sweeper. | 46,162 |
| Total Governmental Activities | $ 5,077,624 |

**Business-type Activities**

| | |
|---|---|
| **Business-type Activities** | |
| Revenue Bonds: | |
| Revenue Bonds dated September 21, 2010, in the original amount of $7,500,000 at .65% to 5% interest; payable semi-annually commencing April 1, 2011. Principal is due annually commencing October 1, 2011, with final payment due October 1, 2040. Secured by a pledge of water and wastewater net revenues. | $ 6,250,000 |

The following are schedules of debt service requirements as of June 30, 2019:

| | Governmental Activities | | | |
|---|---|---|---|---|
| | Revenue Bonds | | Note Payable | |
| Year Ending June 30 | Principal | Interest | Principal | Interest |
| 2020 | $ - | 170,300 | $ 260,713 | $ 6,555 |
| 2021 | 100,000 | 170,300 | 30,018 | - |
| 2022 | 105,000 | 167,300 | - | - |
| 2023 | 105,000 | 164,150 | - | - |
| 2024 | 110,000 | 161,000 | - | - |
| 2025 - 2029 | 605,000 | 752,150 | - | - |
| 2030 - 2034 | 725,000 | 629,000 | - | - |
| 2035 - 2039 | 880,000 | 472,600 | - | - |
| 2040 - 2044 | 1,070,000 | 281,400 | - | - |
| 2045 - 2047 | 750,000 | 60,800 | - | - |
| Total | $ 4,450,000 | $ 3,029,000 | $ 290,731 | $ 6,555 |

| | Business-type Activities | |
|---|---|---|
| | Revenue Bonds | |
| Year Ending June 30 | Principal | Interest |
| 2020 | $ 170,000 | $ 296,440 |
| 2021 | 180,000 | 290,833 |
| 2022 | 185,000 | 284,534 |
| 2023 | 190,000 | 277,213 |
| 2024 | 200,000 | 268,925 |
| 2025 - 2029 | 1,140,000 | 1,193,213 |
| 2030 - 2034 | 1,450,000 | 872,500 |
| 2035 - 2039 | 1,855,000 | 461,375 |
| 2040 - 2043 | 880,000 | 44,500 |
| Total | $ 6,250,000 | $ 3,989,533 |

Pledged Revenues

The City has pledged certain sewer and water revenues for the repayment of long-term debt obligations.

## NOTE 7 LEASES

Capital Leases

The City has entered into certain capital lease agreements under which the related equipment will become the property of the City when all terms of the lease agreements are met.

| | Stated Interest Rate | Present Value of Remaining Payments at June 30, 2019 |
|---|---|---|
| Governmental Activities | 5.50% | $ 46,162 |

Structures, improvements, equipment, and related accumulated depreciation under capital lease are as follows at June 30, 2019:

| | Governmental Activities |
|---|---|
| Equipment | $ 249,257 |
| Less: Accumulated Depreciation | (199,406) |
| Net Value | $ 49,851 |

As of June 30, 2019, capital lease annual amortization is as follows:

| Year Ending June 30 | Governmental Activities |
|---|---|
| 2020 | $ 47,341 |
| Total Requirements | 47,341 |
| Less: Interest | (1,179) |
| Present Value of Remaining Payments | $ 46,162 |

## NOTE 8 FUND BALANCES

As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

The fund balances for all major and nonmajor governmental funds as of June 30, 2019 were distributed as follows:

| | General | TDA - LTF | CalHOME | ICE Administration | McFarland Improvement Authority | Other Governmental Funds | Total |
|---|---|---|---|---|---|---|---|
| **Nonspendable:** | | | | | | | |
| Land Held for Resale | $ 446,593 | $ - | $ - | $ - | $ - | $ - | $ 446,593 |
| Subtotal | 446,593 | - | - | - | - | - | 446,593 |
| **Restricted for:** | | | | | | | |
| Streets and Transportation | - | - | - | - | - | 417,660 | 417,660 |
| Impact Fees | - | - | - | - | - | 1,927,294 | 1,927,294 |
| Capital Projects | 3,441,102 | - | - | - | 3,790,804 | - | 7,231,906 |
| Subtotal | 3,441,102 | - | - | - | 3,790,804 | 2,344,954 | 9,576,860 |
| **Unassigned** | 150,033 | (29,632) | (24,897) | - | - | (101,829) | (6,325) |
| Total | $ 4,037,728 | $ (29,632) | $ (24,897) | $ - | $ 3,790,804 | $ 2,243,125 | $ 10,017,128 |

## NOTE 9 RETIREMENT PLAN

### A. General Information about the Pension Plan

Plan Description

The City's defined contribution plan provides for retirement benefits to plan members and beneficiaries. The Plan is administrated by John Hancock Life Insure Company.

Funding Policy

The City contributions 10% of permanent employees' salaries who have at least three years of service. Vesting is at 33% per year over three years. In the event an employee terminates service prior to retirement, the employee is entitled to a refund of the employee's contributions plus interest plus the vested portion of the City's contributions. During the current year, the City was required to make contributions to the plan in the amount of $240,707

## NOTE 10 RISK MANAGEMENT

The City is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets: errors and omissions; injuries to employees; and natural disasters.

For general liability and workers' compensation programs, the City is a member of the Central San Joaquin Valley Risk Management Authority (the RMA). The RMA is comprised of 55 member cities and special districts and is organized under a Joint Powers Agreement pursuant to the California Government Code. The purpose of the RMA is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage. Each member has a representative on the Board of Directors with officers of the RMA being elected annually by the Board Members.

General Liability – Annual deposits are paid by members and are adjusted retrospectively to cover costs. Each member has a specific self-insured retention (SIR) level. The City of McFarland's SIR is $25,000. The city is responsible for the first $25,000 of each occurrence. The City does not share or pay for losses of other members with SIRs under $25,000. Specific coverage includes general and automobile liability, personal injury, errors and omissions, and certain other coverage. Claims from $25,000 to $1,000,000 are covered by a special pre-funded self-insurance pool maintained by the RMA. Claims from $1,000,000 to $4,000,000 are self-insured by the California Affiliated Risk Management Authorities (CARMA), a joint powers authority providing excess coverage to a membership consisting of six underlying joint powers authorities, representing approximately 175 cities and special districts. Claims from $4,000,000 to $29,000,000 are covered by Excess Comprehensive General Liability Policies.

Workers' Compensation – Annual deposits are paid by members and are adjusted retrospectively to cover costs. Each member has a specific self insured retention (SIR) level. The City of McFarland's SIR is $25,000 per occurrence. The City is responsible for the first $25,000 of each occurrence. The City does not share or pay for losses of other members with SIRs under $25,000. Losses between $25,000 and $500,000 are covered by a special pre-funded self-insurance pool maintained by the RMA. Claims from $500,000 to $5,000,000 are self-insured by the Local Agency Workers' Compensation Excess Joint

Powers Authority which is a joint powers authority providing excess coverage to 36 members including cities, special districts, and joint powers authorities. Claims in excess of $5,000,000 are self-insured by the California State Association of Counties Excess Insurance Authority, another joint powers authority.

There were no settlements in excess of insurance coverage in any of the three prior fiscal years.

The audited financial information from CSJVRMA for the year ended June 30, 2019 is as follows:

| | | |
|---|---|---|
| Total Assets | $ | 128,442,162 |
| Total Liabilities | | 109,661,346 |
| Net Position | $ | 18,780,816 |
| | | |
| Total Revenues | $ | 53,699,356 |
| Total Expenses | | 52,943,942 |
| Change in Net Position | $ | 755,414 |

Complete audited financial statements can be obtained from their office at 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833.

## NOTE 11 OTHER INFORMATION

Fund Deficits

The City has accumulated fund deficits in the following individual funds:

| | | |
|---|---|---|
| Governmental Funds: | | |
| TDA-LTF | $ | 29,632 |
| CDBG | | 14,462 |
| CalHOME | | 24,897 |
| HOME | | 87,367 |

Commitments

The City has signed agreements to construct various capital improvements subsequent to June 30, 2019. The balance owed on the commitments at June 30, 2019 was approximately $ 836,890.

Contingencies

**Federal and State Government Programs** – The City participates in several federal and state grant programs. These programs are subject to audit and review by the grantor pursuant to grant provisions. Expenditures may be disallowed by the granting agencies that cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

The City is involved in several lawsuits. Due to the nature of the cases, The City's counsel is unable to estimate at this time the probability of favorable or unfavorable outcomes. Therefore, no provision has been made in the financial statements for a loss contingency.

## NOTE 12 PRIOR PERIOD ADJUSTMENTS

The impact of the restatements on the fund balances / net position as previously reported is presented below:

| | Government-Wide Statements | Governmental Fund Statements | | Fiduciary Fund Statements |
|---|---|---|---|---|
| | Governmental Activities | General | Nonmajor Governmental | RDA Successor |
| Fund Balance / Net Position, June 30, 2018 | $ 37,009,731 | $ 4,597,994 | $ 1,387,152 | $ (80,736) |
| Adjustments: | | | | |
| To reverse long-term debt which was determined to be an internal loan between the McFarland Improvement Authority and the Sewer Fund. | - | (289,457) | - | - |
| To write-off loan between the City and the Successor RDA Fund that should have been cancelled in a previous year. | (80,280) | - | (80,280) | 87,401 |
| Restated Fund Balance / Net Position, June 30, 2018 | $ 36,929,451 | $ 4,308,537 | $ 1,306,872 | $ 6,665 |

# REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

# CITY OF MCFARLAND
# BUDGETARY COMPARISON SCHEDULE
# GENERAL FUND
# YEAR ENDED JUNE 30, 2019

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ 2,767,426 | $ 2,767,426 | $ 2,645,366 | $ (122,060) |
| Licenses and Permits | 119,589 | 119,589 | 205,893 | 86,304 |
| Fines and Forfeitures | 51,000 | 51,000 | 41,581 | (9,419) |
| Use of Money and Property | 21,892 | 21,892 | 19,599 | (2,293) |
| Intergovernmental Revenues | 3,673,276 | 3,893,398 | 1,027,259 | (2,866,139) |
| Charges for Services | 315,821 | 315,821 | 248,873 | (66,948) |
| Other Revenues | 1,674,687 | 1,674,687 | 46,986 | (1,627,701) |
| Total Revenues | 8,623,691 | 8,843,813 | 4,235,557 | (4,608,256) |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| General Government | 926,132 | 926,132 | 1,053,299 | (127,167) |
| Public Safety | 2,332,995 | 2,354,250 | 2,344,032 | 10,218 |
| Public Works | 788,522 | 788,522 | 533,805 | 254,717 |
| Community Development | 476,502 | 481,363 | 282,708 | 198,655 |
| Debt Service: | | | | |
| Principal | 441,043 | 441,043 | 285,120 | 155,923 |
| Interest and Other Charges | 5,000 | 5,000 | 7,578 | (2,578) |
| Capital Outlay | 5,800,177 | 6,125,294 | 1,721,607 | 4,403,687 |
| Total Expenditures | 10,770,371 | 11,121,604 | 6,228,149 | 4,893,455 |
| Excess of Revenues Over (Under) Expenditures | (2,146,680) | (2,277,791) | (1,992,592) | 285,199 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | 2,457,617 | 2,504,833 | 1,461,845 | (1,042,988) |
| Transfers Out | (310,937) | (309,887) | - | 309,887 |
| USDA Loan | - | - | 50,000 | 50,000 |
| Sale of Capital Assets | - | - | 209,938 | 209,938 |
| Total Other Financing Sources (Uses) | 2,146,680 | 2,194,946 | 1,721,783 | (473,163) |
| **NET CHANGE IN FUND BALANCES** | - | (82,845) | (270,809) | (187,964) |
| Fund Balances - Beginning of Year | 4,308,537 | 4,308,537 | 4,308,537 | - |
| **FUND BALANCES - END OF YEAR** | $ 4,308,537 | $ 4,225,692 | $ 4,037,728 | $ (187,964) |

**CITY OF MCFARLAND**
**BUDGETARY COMPARISON SCHEDULE**
**TDA - LTF - MAJOR SPECIAL REVENUE FUND**
**YEAR ENDED JUNE 30, 2019**

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Intergovernmental Revenues | $ 474,437 | $ 474,437 | $ 35,995 | $ (438,442) |
| Total Revenues | 474,437 | 474,437 | 35,995 | (438,442) |
| Excess of Revenues Over (Under) Expenditures | 474,437 | 474,437 | 35,995 | (438,442) |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers Out | (474,437) | (474,437) | (35,995) | 438,442 |
| Total Other Financing Sources (Uses) | (474,437) | (474,437) | (35,995) | 438,442 |
| **NET CHANGE IN FUND BALANCES** | - | - | - | - |
| Fund Balances - Beginning of Year | (29,632) | (29,632) | (29,632) | - |
| **FUND BALANCES - END OF YEAR** | $ (29,632) | $ (29,632) | $ (29,632) | $ - |

# CITY OF MCFARLAND
# BUDGETARY COMPARISON SCHEDULE
# ICE ADMINISTRATION - MAJOR SPECIAL REVENUE FUND
# YEAR ENDED JUNE 30, 2019

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Intergovernmental Revenues | $ 12,000,000 | $ 12,000,000 | $ 12,879,361 | $ 879,361 |
| Other Revenues | 23,461 | 23,461 | - | (23,461) |
| Total Revenues | 12,023,461 | 12,023,461 | 12,879,361 | 855,900 |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| Community Development | 12,015,000 | 12,015,000 | 12,776,867 | (761,867) |
| Total Expenditures | 12,015,000 | 12,015,000 | 12,776,867 | (761,867) |
| **NET CHANGE IN FUND BALANCES** | 8,461 | 8,461 | 102,494 | 94,033 |
| Fund Balances - Beginning of Year | (102,494) | (102,494) | (102,494) | - |
| **FUND BALANCES - END OF YEAR** | $ (94,033) | $ (94,033) | $ - | $ 94,033 |

## NOTE 1 APPROPRIATED BUDGET AND BUDGETARY CONTROL

The City Council is required to adopt an annual budget resolution by July 1 of each fiscal year for the General, Special Revenue, Debt Service and Capital Projects funds. The budgets are presented for reporting purposes on a budgetary basis consistent with accounting principles generally accepted in the United States of America. The McFarland Public Financing Corporation and the McFarland Parking Authority do not adopt budgets for their general funds.

The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a department and make transfers of appropriations between departments as long as there is no increase or decrease to the overall budget. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the department level. Unexpended or unencumbered appropriations lapse at the end of the fiscal year. Encumbered appropriations are reappropriated in the ensuing year's budget.

The City Council adopts budgets for the Enterprise funds. However, all Proprietary fund types are accounted for on a cost of service (net income), or "capital maintenance" measurement focus. As a result, budget comparisons are impractical. Additionally, the City is not legally mandated to report the results of operations for these Proprietary fund types on a budget comparison basis; therefore, budgetary data related to these funds has not been presented.

The City did not present a budgetary schedule for the CDBG Fund since this fund did not report a budget this year.

Expenditures exceeded budgetary appropriations for the year ended June 30, 2019 as follows:

| Fund/Function | Final Budget | Actual Amount | Exceeded Budget |
|---|---|---|---|
| General Fund | | | |
| General Government | $ 926,132 | $ 1,053,299 | $ (127,167) |
| Ice Administration | | | |
| Community Development | $ 12,015,000 | $ 12,776,867 | $ (761,867) |

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# COMBINING FUND STATEMENTS

# CITY OF MCFARLAND
# COMBINING BALANCE SHEET
# NONMAJOR GOVERNMENTAL FUNDS
# JUNE 30, 2019

| | Gas Tax | CDBG | HOME | Lighting & Landscape |
|---|---|---|---|---|
| **ASSETS** | | | | |
| Cash and Investments | $ 38,254 | $ - | $ - | $ 210,529 |
| Receivables: | | | | |
| Accounts | - | - | 3,383 | - |
| Intergovernmental | - | 51,227 | - | - |
| Loans Receivable | - | - | 709,906 | - |
| Total Assets | $ 38,254 | $ 51,227 | $ 713,289 | $ 210,529 |
| **LIABILITIES** | | | | |
| Accounts Payable | $ - | $ - | $ - | $ 491 |
| Due to Other Funds | - | 65,689 | 88,840 | - |
| Unearned Revenue | - | - | - | - |
| Total Liabilities | - | 65,689 | 88,840 | 491 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | |
| Unavailable Revenue | - | - | 711,816 | - |
| **FUND BALANCES** | | | | |
| Restricted | 38,254 | - | - | 210,038 |
| Unassigned | - | (14,462) | (87,367) | |
| Total Fund Balances | 38,254 | (14,462) | (87,367) | 210,038 |
| Total Liabilities, Deferred Inflows of Resources and Fund Balances | $ 38,254 | $ 51,227 | $ 713,289 | $ 210,529 |

# CITY OF MCFARLAND
# COMBINING BALANCE SHEET
# NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
# JUNE 30, 2019

| Development Impact | Miscellaneous Grants | Road Maint & Rehab | Total |
|---|---|---|---|
| $ 1,927,294 | $ 23,017 | $ 176,748 | $ 2,375,842 |
| - | - | - | 3,383 |
| - | 2,588 | - | 53,815 |
| - | - | - | 709,906 |
| $ 1,927,294 | $ 25,605 | $ 176,748 | $ 3,142,946 |
| $ - | $ - | $ - | $ 491 |
| - | - | - | 154,529 |
| - | 25,605 | 7,380 | 32,985 |
| - | 25,605 | 7,380 | 188,005 |
| - | - | - | 711,816 |
| 1,927,294 | - | 169,368 | 2,344,954 |
| - | - | - | (101,829) |
| 1,927,294 | - | 169,368 | 2,243,125 |
| $ 1,927,294 | $ 25,605 | $ 176,748 | $ 3,142,946 |

# CITY OF MCFARLAND
## COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
## NONMAJOR GOVERNMENTAL FUNDS
## YEAD ENDED JUNE 30, 2019

| | Gas Tax | CDBG | HOME | Lighting & Landscape |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ - | $ - | $ - | $ 130,285 |
| Licenses and Permits | - | - | - | - |
| Use of Money and Property | - | - | - | - |
| Intergovernmental Revenues | 183,152 | 276,283 | - | - |
| Total Revenues | 183,152 | 276,283 | - | 130,285 |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| General Government | - | - | - | - |
| Public Works | - | - | - | 64,700 |
| Community Development | - | - | - | - |
| Capital Outlay | - | - | - | 10,392 |
| Total Expenditures | - | - | - | 75,092 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | 183,152 | 276,283 | - | 55,193 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers Out | (183,152) | (276,283) | - | - |
| Total Other Financing Sources (Uses) | (183,152) | (276,283) | - | - |
| **NET CHANGE IN FUND BALANCES** | - | - | - | 55,193 |
| Fund Balance - Beginning | 38,254 | (14,462) | (87,367) | 154,845 |
| **FUND BALANCE - END OF YEAR** | $ 38,254 | $ (14,462) | $ (87,367) | $ 210,038 |

# CITY OF MCFARLAND
# COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
# NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
# YEAR ENDED JUNE 30, 2019

| Development Impact | Miscellaneous Grants | Road Maint & Rehab | Total |
|---|---|---|---|
| $ - | $ - | $ 251,803 | $ 382,088 |
| 1,073,309 | - | - | 1,073,309 |
| 2,920 | - | - | 2,920 |
| - | 15,447 | - | 474,882 |
| 1,076,229 | 15,447 | 251,803 | 1,933,199 |
| | | | |
| - | 334 | - | 334 |
| - | - | - | 64,700 |
| - | 10,000 | - | 10,000 |
| - | - | - | 10,392 |
| - | 10,334 | - | 85,426 |
| | | | |
| 1,076,229 | 5,113 | 251,803 | 1,847,773 |
| | | | |
| (310,170) | (5,113) | (136,802) | (911,520) |
| (310,170) | (5,113) | (136,802) | (911,520) |
| | | | |
| 766,059 | - | 115,001 | 936,253 |
| | | | |
| 1,161,235 | - | 54,367 | 1,306,872 |
| | | | |
| $ 1,927,294 | $ - | $ 169,368 | $ 2,243,125 |

**CITY OF MCFARLAND**

**SINGLE AUDIT REPORT**

**YEAR ENDED JUNE 30, 2019**

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WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

**CITY OF MCFARLAND**
**SINGLE AUDIT REPORT**
**YEAR ENDED JUNE 30, 2019**

## INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable City Council
of the City of McFarland
McFarland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of McFarland (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 15, 2021. Our report contains qualified opinions for the governmental activities, general fund, TDA-LTF fund and aggregate remaining fund information for lack of sufficient appropriate audit evidence on which to base an opinion on for receivables and related unavailable revenue and revenue account balances.

### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2019-001, 2019-002, 2019-003, 2019-004 and 2019-005 that we consider to be material weaknesses.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**City's Response to Findings**

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Roseville, California
July 15, 2021

# INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

The Honorable City Council
of the City of McFarland
McFarland, California

## Report on Compliance for Each Major Federal Program

We have audited the City of McFarland's (City) compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget* (*OMB) Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2019. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

### *Management's Responsibility*

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on compliance for each of the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

### *Opinion on Each Major Federal Program*

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

## Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on it's major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated July 15, 2021, which contained qualified opinions on the governmental activities, general fund, TDA-LTF fund and the aggregate remaining fund information and unmodified opinions on the business-type activities, major enterprise funds and all major governmental funds other than the general fund and TDA-LTF fund. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Roseville, California
July 15, 2021

# CITY OF MCFARLAND
# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
# YEAR ENDED JUNE 30, 2019

| Federal Grantor/Pass-through Grantor/Program Title | Federal CFDA Number | Pass-Through Entity Identifying Number | Federal Expenditures | Expenditures to Subrecipients |
|---|---|---|---|---|
| **U.S. Department of Agriculture** | | | | |
| Direct Programs: | | | | |
| Community Facilities Direct Loan and Grant Program | 10.766 | | $ 50,000 | $ - |
| Total U.S. Department of Justice | | | 50,000 | - |
| **U.S. Department of Housing and Urban Development** | | | | |
| Passed through State of California Department of Housing and Community Development: | | | | |
| Community Development Block Grants/Entitlement Grants | 14.218 | 15-CDBG-10571 | $ 276,283 | $ - |
| Subtotal - CDBG Entitlement Grants Cluster | | | 276,283 | - |
| HOME Investment Partnership Program (Outstanding Loans) | 14.239 | | 709,906 | - |
| Total U.S. Department of Housing and Urban Development | | | 986,189 | - |
| **U.S. Department of Transportation** | | | | |
| Passed through the State Department of Transportation: | | | | |
| Highway Planning and Construction | 20.205 | | 277,889 | - |
| Highway Planning and Construction | 20.205 | | 46,626 | - |
| Subtotal - Highway Planning and Construction Cluster | | | 324,515 | - |
| Total U.S. Department of Transportation | | | 324,515 | - |
| **U.S. Department of Homeland Security** | | | | |
| Passed through the State of California Office of Emergency Services (CALOES) | | | | |
| Hazard Mitigation Grant | 97.039 | FEMA 440 DR CA | 1,249 | - |
| Total U.S. Department of Homeland Security | | | 1,249 | - |
| **Total Expenditures of Federal Awards** | | | $ 1,361,953 | $ - |

*See accompanying Note to* Schedule of Expenditures of Federal Awards.

## NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards presents the activity of all federal awards programs of the City of McFarland for the year ended June 30, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

## NOTE 3 CATALOG OF FEDERAL DOMESTIC (CFDA) NUMBERS

The program titles and CFDA numbers were obtained from the federal or pass-through grantor or the 2019 *Catalog of Federal Domestic Assistance*. When no CFDA number had been assigned to a program, the two-digit federal agency identifier and the federal contract number were used. When there was no federal contract number, the two-digit federal agency identifier and the word “unknown” were used.

## NOTE 4 INDIRECT COST RATE

The City did not elect to use the 10 percent de minimis indirect cost rate as covered in 2 CFR §200.414.

## NOTE 5 PASS-THROUGH ENTITIES’ IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the schedule of expenditures of federal awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City determined that no identifying number is assigned for the program or the City was unable to obtain an identifying number from the pass-through entity.

## NOTE 6 LOANS WITH CONTINUING COMPLIANCE REQUIREMENTS

The City offers property rehabilitation and first-time home buyer loans to eligible individuals as part of its HOME program. The loans have continuing compliance requirements and therefore the outstanding balances are reflected on the Schedule of Expenditures of Federal Awards. No new loans were issued during the fiscal year ended June 30, 2019.

| CFDA No. | Federal Program | Outstanding Loans | Loans with Continuing Compliance Requirements |
|---|---|---|---|
| 14.239 | Home Investment Partnership Program | $ 709,906 | $ 709,906 |

**CITY OF MCFARLAND**
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**
**YEAR ENDED JUNE 30, 2019**

## *Section I – Summary of Auditors' Results*

### *Financial Statements*

1. Type of auditors' report issued: Modified
2. Internal control over financial reporting:
   - Material weakness(es) identified? __x__ yes _____ no
   - Significant deficiency(ies) identified? _____ yes __x__ none reported
3. Noncompliance material to financial statements noted? _____ yes __x__ no

### *Federal Awards*

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes __x__ no
   - Significant deficiency(ies) identified? _____ yes __x__ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __x__ no

### *Identification of Major Federal Programs*

| CFDA Number(s) | Name of Federal Program or Cluster |
|---|---|
| 14.239 | HOME Investment Partnerships (Outstanding Loans) |

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes __x__ no

## *Section II – Financial Statement Findings*

**2019 – 001**

Type of Finding: Material Weakness in Internal Control over Financial Reporting

**Condition:** The City did not have adequate design of internal controls over significant processes such as performing monthly reconciliations of accounts.

Furthermore, this year's closing process was delayed because some important procedures were not performed on time while others were performed too early in the process. The results were delays in producing closing entries, trial balances, schedules, reconciliations, account analyses, and other financial reports needed by management and the auditors.

**Criteria or specific requirement:** A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations.

**Context:** Several accounts in the City's accounting system were not reconciled to supporting documentation.

**Effect:** Certain accounts were misstated at year end, requiring adjustment.

**Cause:** The City did not allocate sufficient resources to the accounting function.

**Repeat Finding:** This is a repeat finding from the prior year (2018-001).

**Recommendation:** We recommend the City establish procedures for reconciling the general ledger accounts for cash, receivables, prepaids, accounts payable, capital assets and long-term debt to supporting documentation monthly. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations.

We further recommend that the finance department prepare a year-end closing schedule and include all tasks that are necessary to close the year-end. Such a list should include, at a minimum, the following: a list of year-end tasks, due date of each task, and the responsible employee and management reviewer of each task.

**Views of responsible officials:** There is no disagreement with this finding.

**2019 – 002**

Type of Finding: Material Weakness in Internal Control over Financial Reporting

**Condition:** During our audit, we noted that the City did not properly record revenues and expenditures for ICE services performed during the period July 1, 2018 through June 30, 2019.

**Criteria or specific requirement:** Generally Accepted Accounting Principles (GAAP) requires that all revenues and expenditures be recorded in the proper accounting period.

**Context:** The revenue and expenditure accounts recorded in the City's ICE Administration Fund did not include all of the year’s activity.

**Effect:** Revenue and expenditure accounts in the ICE Administration Fund were materially misstated at year-end.

**Cause:** The City did not review the revenue and expenditure transactions recorded in the ICE Administration Fund to ensure all activity for the year was properly recognized in the fund.

**Repeat Finding:** This is a repeat finding from the prior year (2018-002).

**Recommendation:** We recommend the City estabish procedures to ensure revenues and expenditures related to ICE administration and other similiary structured programs are accurately recorded throughout the year, including reviewing all transactions for completeness prior to closing.

**Views of responsible officials:** There is no disagreement with this finding.

**2019 – 003**

Type of Finding: Material Weakness in Internal Control over Financial Reporting

**Condition:** During our audit, we noted the City did not record the activity for existing debt and new debt issued during the year, including the balance of the cash with fiscal agent at year-end and related activity such as the issance of debt and payment of interest. We further noted that in certain instances the City had classified internal advances as debt.

**Criteria or specific requirement:** All account balances of the City should be reflected in its accounting system to make financial reports generated by the system as meaningful as possible.

**Context:** Cash accounts of approximately $3.8 million at year end were excluded from the City's general ledger.

**Effect:** Several accounts related to the debt issuance were materially misstated at year-end.

**Cause:** All activity for the bonds is maintained in a separate fiscal agent account separate from the City's primary operating account.

**Repeat Finding:** This is a repeat finding from the prior year (2018-003).

**Recommendation:** We recommend the City establish procedures to capture, summarize and record all debt transactions during the year and ensure that advances are properly classified.

We further recommend the City establish procedures to summarize and record the external fiscal agent account statements at least quarterly. These procedures should include reconciling the cash balances recorded in the general ledger to the monthly bank statements.

**Views of responsible officials:** There is no disagreement with this finding.

**2019 – 004**

Type of Finding: Material Weakness in Internal Control over Financial Reporting

**Condition:** During our audit we noted the City had recorded unearned revenues for grants in which the City had met all eligibility requirements. As a result, current and prior period adjustments were necessary to recognize revenue in the proper period.

**Criteria or specific requirement:** For voluntary nonexchange transactions and government-mandated nonexchange transactions (examples: certain grants, state, and federal mandates on local governments, etc.), revenues and expenditures should be recorded in the period when all eligibility requirements have been met.

**Context:** The City recorded adjustments in excess of $2 million to correct unearned revenue balance at year end.

**Effect:** Revenue and restricted fund balance accounts were materially misstated for the year ended June 30, 2019.

**Cause:** The City appeared to be trying to match revenue with project expenditures incurred instead of recording revenue and restricted fund balance when eligibility requirements were already met. There was no requirement that the City first incur allowable costs to qualify for the resources.

**Repeat Finding:** This is a repeat finding from the prior year (2018-004).

**Recommendation:** We recommend the City review its funding agreements to determine the proper timing of recognition based on the requirements of GASB Statement No. 33, Accounting *and Financial Reporting for Nonexchange Transactions*.

Management should reconcile grant revenue and receivables with expenditures to determine proper revenue recognition monthly.

**Views of responsible officials:** There is no disagreement with this finding.

**2019 – 005**

Type of Finding: Material Weakness in Internal Control over Financial Reporting

**Condition:** During our audit we noted there was a lack of supporting documentation relating to receivable balances. It is likely that material misstatements exist within accounts receivable and due from other government accounts but CLA was unable to determine the quantitative impact to the financial statements.

**Criteria or specific requirement:** Amounts recorded in the financial statements should be supported by reconciled subsidiary records.

**Context:** CLA is unable to determine this amount resulting in a scope limitation and modified opinion. Our opinions on the governmental activities, general and TDA-LTF funds and aggregate remaining fund information were qualified for this scope limitation.

**Effect:** Receivables, unavailable revenues and revenues could be understated or overstated, but due to lack of supporting documentation CLA is unable to determine this amount resulting in a scope limitation and modified opinions.

**Cause:** The City did not have procedures in place to reconcile year-end receivable and unavailable revenue balances to supporting documentation such as reimbursement claims and subsequent receipts.

In addition, the City's lack of timely preparation and submission of cost reimbursement claims has created additional complexities in recording and tracking receivables for its various projects.

**Repeat Finding:** This is a repeat finding from the prior year (2018-005).

**Recommendation:** To make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts for receivables, unavailable revenue and revenue to supporting documentation during the year-end close.

**Views of responsible officials:** There is no disagreement with this finding.

## *Section III – Findings and Questioned Costs – Major Federal Programs*

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

**MEMORANDUM**

**CITY OF MCFARLAND**

**TO:** **Honorable Mayor and Council Members**

**FROM:** **Mario Gonzales, Public Works Director**

**DATE:** **July 22, 2021**

**SUBJECT:** Accept the Bid and Award of construction contract to Bowman Asphalt, Inc. in the amount of $362,405.00 for the W. Kern Ave. Reconstruction and 6th Street Overlay Project and authorize the Mayor to execute construction agreement with Bowman Asphalt, Inc.

**RECOMMEND:**
Staff recommends that City Council accepts the lowest responsible bid, award the contract to Bowman Asphalt, Inc. in the amount of $362,405.00 and authorize the Mayor to execute the agreement.

**Costs:**

| | |
|---|---|
| **Construction Subtotal:** | **$ 362,405.00** |
| **10% Contingency:** | **$ 36,241.00** |
| **Total Construction Cost:** | **$ 398,646.00** |

**DISCUSSION:**
The City of McFarland desires to reconstruct W. Kern Ave. from 5th St. to 6th St. and to overlay 6th Street from W. Sherwood Ave. to Robertson Ave. These road improvements will contribute to a better quality of life for the citizens of McFarland. See the attached Vicinity Map.

The Public Works Department opened sealed bids for this project, on July 01, 2021, at 2:15 p.m. There were a total of six (6) bids received as follows:

| Company | Total Bid |
|---|---|
| **Bowman Asphalt, Inc.** | **$ 362,405.00** |
| **Griffith Company** | **$ 379,735.00** |
| **RC Becker & Son, Inc.** | **$ 402,336.92** |
| **MAC General Eng.** | **$ 420,707.95** |
| **Granite Construction** | **$ 433,966.00** |
| **Cen Cal Construction** | **$ 466,956.90** |

**Attached is the Bid Summary.**

The Office of the City Engineer has reviewed and qualified the lowest bidder, Bowman Asphalt, Inc. The City is allowing 30 working days for the contractor to complete the project.

**FISCAL IMPACTS:**
Project will be funded using SB1 Funds and TDA Article 3.

| **SB1: Local Street and Road Maintenance** | |
|---|---|
| **FY 18/19** | **$ 41,808.00** |
| **FY19/20** | **$ 263,989.50** |
| **FY21/22** | **$ 14,660.50** |
| **Total SB1** | **$ 320,458.00** |
| **TDA Article 3** | |
| **FY 18/20** | **$ 78,188.00** |
| **Total SB1 Funding and TDA Article 3** | **$ 398,646.00** |

**ATTACHMENTS:**
Vicinity Map
Bid Summary
Agreement

# CITY OF McFARLAND

DEPARTMENT OF PUBLIC WORKS

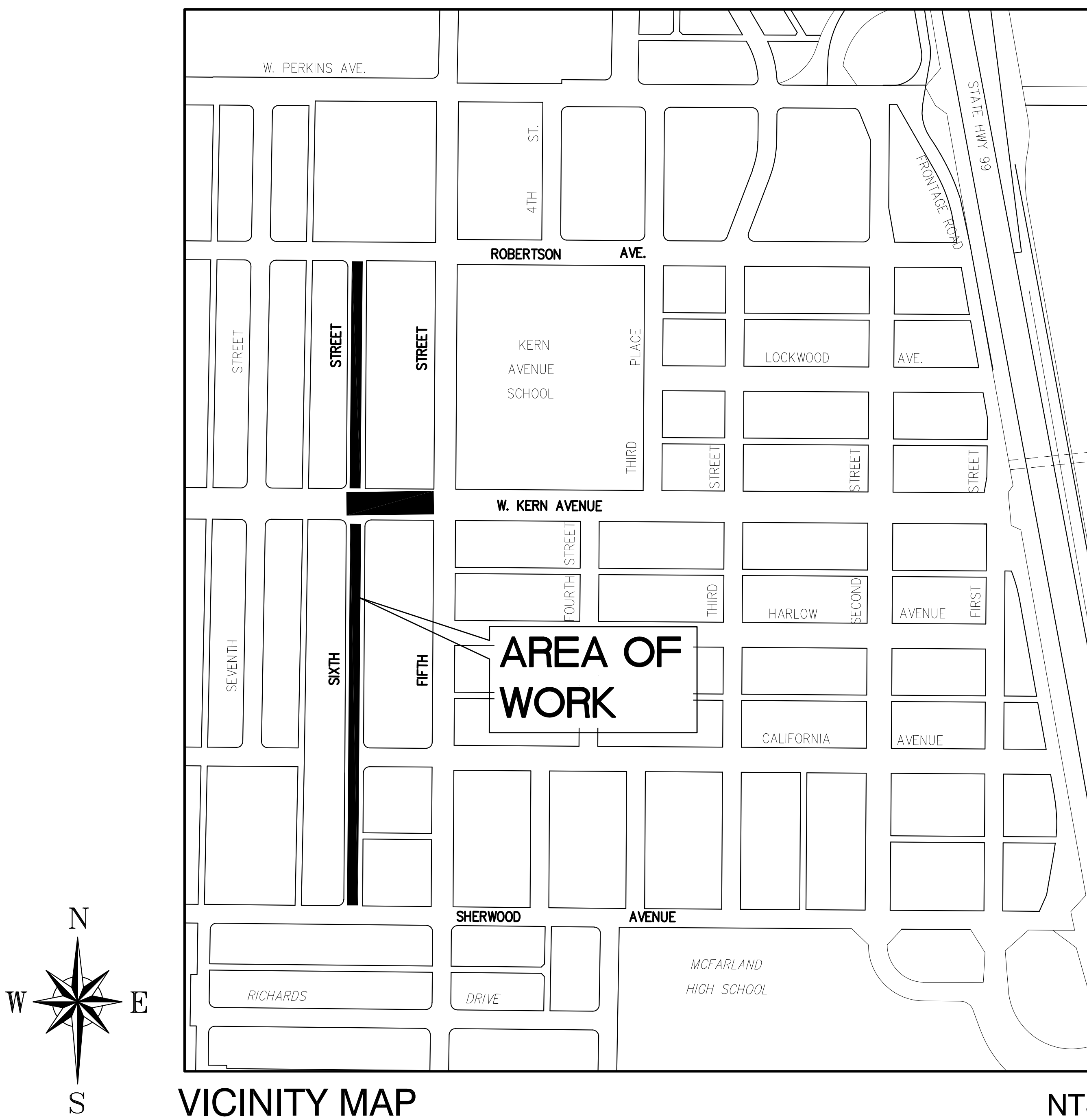
## W. Kern Ave. Reconstruction

from 6th St. to 5th St.

&

## 6th Street Overlay

from W. Sherwood Ave. to Robertson Ave.




VICINITY MAP NTS

# CITY OF MCFARLAND - BID SUMMARY
## W. KERN AVE. RECONSTRUCTION & 6th STREET OVERLAY

**BID OPENING: JULY 1, 2021 @ 2:15 PM**
**SIX (6) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown**

| | | | | | | 1 | | 2 | | 3 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Engineer's Estimate | | Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672 | | Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88 | | RC Becker & Son, Inc. Santa Clarita, CA (661) 259-4845 Lic No. 258762 | |
| ITEM NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. QNTY. | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST |
| 1 | SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE, HAUL-OFF EXCESS MATERIAL | L.S. | 1 | $ 50,000.00 | $ 50,000.00 | $ 78,533.17 | $ 78,533.17 | $ 75,068.56 | $ 75,068.56 | $ 73,019.94 | $ 73,019.94 |
| 2 | COLD PLANE EXISTING AC SURFACE AND HAUL-OFF | S.F. | 71099 | $ 0.40 | $ 28,440.00 | $ 0.17 | $ 12,086.83 | $ 0.11 | $ 7,820.89 | $ 0.45 | $ 31,994.55 |
| 3 | SCARIFY 8" NATIVE MATERIAL, GRADE, & COMPACT TO 95% FOR ROADWAY | C.Y. | 512 | $ 45.00 | $ 23,040.00 | $ 24.00 | $ 12,288.00 | $ 15.00 | $ 7,680.00 | $ 8.75 | $ 4,480.00 |
| 4 | SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90% FOR SIDEWALKS, CURB RAMPS, CURB & GUTTERS | C.Y. | 138 | $ 60.00 | $ 8,280.00 | $ 52.00 | $ 7,176.00 | $ 54.00 | $ 7,452.00 | $ 106.96 | $ 14,760.48 |
| 5 | INSTALL CURB AND GUTTER - MATCH EXISTING | L.F. | 456 | $ 45.00 | $ 20,520.00 | $ 35.00 | $ 15,960.00 | $ 26.50 | $ 12,084.00 | $ 49.10 | $ 22,389.60 |
| 6 | INSTALL 4-IN THICK CONC. SIDEWALK | S.F. | 423 | $ 10.00 | $ 4,230.00 | $ 10.00 | $ 4,230.00 | $ 7.75 | $ 3,278.25 | $ 4.93 | $ 2,085.39 |
| 7 | INSTALL ADA CURB RAMP - CASE A | EA. | 4 | $ 3,250.00 | $ 13,000.00 | $ 1,850.00 | $ 7,400.00 | $ 1,570.00 | $ 6,280.00 | $ 2,595.66 | $ 10,382.64 |
| 8 | INSTALL ADA CURB RAMP - CASE B | EA. | 1 | $ 1,850.00 | $ 1,850.00 | $ 1,790.00 | $ 1,790.00 | $ 1,430.00 | $ 1,430.00 | $ 2,312.33 | $ 2,312.33 |
| 9 | INSTALL ADA CURB RAMP - CASE C | EA. | 7 | $ 1,800.00 | $ 12,600.00 | $ 1,440.00 | $ 10,080.00 | $ 1,200.00 | $ 8,400.00 | $ 2,470.08 | $ 17,290.56 |
| 10 | CLASS 2 AGG. BASE COMPACTED TO 95% | TON | 651 | $ 60.00 | $ 39,060.00 | $ 30.00 | $ 19,530.00 | $ 42.00 | $ 27,342.00 | $ 39.47 | $ 25,694.97 |
| 11 | TYPE "B" HOT MIX ASPHALT | TON | 1642 | $ 120.00 | $ 197,040.00 | $ 94.00 | $ 154,348.00 | $ 106.00 | $ 174,052.00 | $ 88.35 | $ 145,070.70 |
| 12 | APPLY FOG SEAL ON NEW PAVEMENT | L.S. | 1 | $ 7,500.00 | $ 7,500.00 | $ 2,500.00 | $ 2,500.00 | $ 3,250.00 | $ 3,250.00 | $ 8,098.76 | $ 8,098.76 |
| 13 | INSTALL STOP MARKING - THERMOPLASTIC | EA. | 7 | $ 225.00 | $ 1,575.00 | $ 375.00 | $ 2,625.00 | $ 375.00 | $ 2,625.00 | $ 450.00 | $ 3,150.00 |
| 14 | INSTALL YELLOW CENTER LINE (DETAIL 1) - THERMOPLASTIC | L.F. | 1646 | $ 4.00 | $ 6,584.00 | $ 0.50 | $ 823.00 | $ 0.65 | $ 1,069.90 | $ 0.78 | $ 1,283.88 |
| 15 | INSTALL YELLOW CENTER LINE (DETAIL 21) - THERMOPLASTIC | L.F. | 568 | $ 6.00 | $ 3,408.00 | $ 2.00 | $ 1,136.00 | $ 2.00 | $ 1,136.00 | $ 2.40 | $ 1,363.20 |
| 16 | INSTALL 4" WHITE STRIPE - PARKING STALLS - THERMOPLASTIC | L.F. | 224 | $ 5.00 | $ 1,120.00 | $ 1.75 | $ 392.00 | $ 1.60 | $ 358.40 | $ 1.92 | $ 430.08 |
| 17 | INSTALL ADA PARKING STALL (STRIPING, MARKINGS, SIGNAGE, WHEEL BUMPER) | L.S. | 1 | $ 2,500.00 | $ 2,500.00 | $ 1,850.00 | $ 1,850.00 | $ 1,850.00 | $ 1,850.00 | $ 2,220.00 | $ 2,220.00 |
| 18 | INSTALL WHITE LIMIT LINE - THERMOPLASTIC | L.F. | 141 | $ 10.00 | $ 1,410.00 | $ 4.00 | $ 564.00 | $ 4.00 | $ 564.00 | $ 4.80 | $ 676.80 |
| 19 | REPAINT YELLOW CROSSWALK - THERMOPLASTIC | L.F. | 161 | $ 12.00 | $ 1,932.00 | $ 4.00 | $ 644.00 | $ 4.00 | $ 644.00 | $ 4.80 | $ 772.80 |
| 20 | FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36") | EA. | 1 | $ 3,500.00 | $ 3,500.00 | $ 2,850.00 | $ 2,850.00 | $ 2,850.00 | $ 2,850.00 | $ 3,420.00 | $ 3,420.00 |
| 21 | FURNISH AND INSTALL "SCHOOL AHEAD" SIGN - FYG - SW24-3(CA) - (36"x48") | EA. | 1 | $ 500.00 | $ 500.00 | $ 400.00 | $ 400.00 | $ 400.00 | $ 400.00 | $ 480.00 | $ 480.00 |
| 22 | FURNISH AND INSTALL - PROJECT FUNDING SIGN FOR SB1 - C48 (CA) (48"x30") | EA. | 2 | $ 500.00 | $ 1,000.00 | $ 750.00 | $ 1,500.00 | $ 750.00 | $ 1,500.00 | $ 900.00 | $ 1,800.00 |
| 23 | ADJUST MANHOLE TO GRADE | EA. | 2 | $ 1,750.00 | $ 3,500.00 | $ 1,220.00 | $ 2,440.00 | $ 2,000.00 | $ 4,000.00 | $ 2,669.55 | $ 5,339.10 |
| 24 | ADJUST MONUMENT/WATER VALVE TO GRADE | EA. | 3 | $ 1,500.00 | $ 4,500.00 | $ 1,150.00 | $ 3,450.00 | $ 2,000.00 | $ 6,000.00 | $ 1,693.03 | $ 5,079.09 |
| 25 | ADJUST/RELOCATE EXISTING SIGN | EA. | 5 | $ 500.00 | $ 2,500.00 | $ 250.00 | $ 1,250.00 | $ 250.00 | $ 1,250.00 | $ 300.00 | $ 1,500.00 |
| 26 | RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND | L.F. | 50 | $ 30.00 | $ 1,500.00 | $ 20.00 | $ 1,000.00 | $ 100.00 | $ 5,000.00 | $ 60.06 | $ 3,003.00 |
| 27 | PREPARE AND IMPLEMENT EROSION CONTROL PLAN | L.S. | 1 | $ 3,000.00 | $ 3,000.00 | $ 2,700.00 | $ 2,700.00 | $ 1,350.00 | $ 1,350.00 | $ 2,131.55 | $ 2,131.55 |
| 28 | TEMPORARY TRAFFIC CONTROL | L.S. | 1 | $ 10,000.00 | $ 10,000.00 | $ 12,859.00 | $ 12,859.00 | $ 15,000.00 | $ 15,000.00 | $ 12,107.50 | $ 12,107.50 |
| | | | | TOTAL BID: | $ 454,089.00 | | **$ 362,405.00** | | **$ 379,735.00** | | **$ 402,336.92** |

Date Prepared: 07/06/21. By: JMP

AGREEMENT NO. _________

# PUBLIC WORKS AGREEMENT

## By and Between

## CITY OF MCFARLAND

## and

## BOWMAN ASPHALT, INC.

**AGREEMENT NO. ___________**

**PUBLIC WORKS AGREEMENT**
**BETWEEN**
**THE CITY OF MCFARLAND**
**AND**
**BOWMAN ASPHALT, INC.**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this___ day of ______, 2021 by and between the CITY OF MCFARLAND, a municipal corporation ("**City**") and BOWMAN CONSTRUCTION, INC., a California corporation ("**Contractor**"). City and Contractor may sometimes be referred to herein as a "Party" or collectively as the "Parties."

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the City of McFarland Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. WORK OF CONTRACTOR**

**1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled **W. Kern Avenue Reconstruction & 6th Street Overlay** ("**Project**"), in accordance with the terms and conditions of this Agreement, which may be referred to as the "**services**" or "**work**" hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, "**Contract Documents**" refers to all of the documents included in the solicitation of bids for the Project and Contractor's bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions (if any), Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

**1.2 Incorporation of Caltrans Specifications.**

The provisions of the Caltrans Standard Specifications (as the same may be updated, amended, or supplemented from time to time, "Standard Specifications") are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Standard Specifications shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Standard Specifications and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Labor and Wage Laws.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the state or federal prevailing wage applicable to each laborer, whichever is higher.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Workday. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.4 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement.

Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

**1.6 Discovery of Unknown Conditions.**

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

**1.7 Unidentified Utilities.**

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**1.8 Trench Excavation.**

Pursuant to Labor Code Section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

**1.9 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City’s own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City’s consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

**1.10 Warranty.**

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**1.11 Additional Work and Change Orders.**

Change orders shall be processed as provided in the Standard Specifications, as may be amended by the Contract Documents and as follows:

The City Manager or their designee shall have authority to fully execute change orders up to any compensation or time extension constraints that may be imposed by the City Council, if any at the time of approval of this agreement.

**1.12 Grant Fund Requirements.**

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("Uniform Requirements"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. In the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

**1.13 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference.

Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of **THREE HUNDRED SIZTY TWO THOUSAND, FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS ($362,435.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.2 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

**2.3 Payment.**

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by

City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.4 Retention; Substitution of Securities.**

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

## ARTICLE 3. PERFORMANCE SCHEDULE

**3.1 Schedule of Performance.**

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Thirty (30)** consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

**3.2 Force Majeure.**

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

**3.3 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **ONE THOUSAND DOLLARS AND ZERO CENTS ($1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

**3.4 Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

## ARTICLE 4. COORDINATION OF WORK

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("**Principals**") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

| | |
|---|---|
| ______________________________ | ______________________________ |
| (Name) | (Title) |
| ______________________________ | ______________________________ |
| (Name) | (Title) |

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced, nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees, or agents of City. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Project Manager.**

The "**Project Manager**" for the City shall be the City Engineer or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

**4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

**5.1 Insurance Coverages.**

Without limiting Contractor's indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

**5.2 General Insurance Requirements.**

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non- contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or it employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Labor Bonds.**

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than **5%** of the Contract Sum.

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has be finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

**5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("**Risk Manager**") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

**6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "**books and records**"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Reports.**

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "**documents and materials**") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse, or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse, or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

**6.4 Confidentiality and Release of Information.**

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Fresno, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Fresno, State of California.

### 7.2 Termination.

The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the Specifications at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

### 7.3 Dispute Resolution Process.

(a) Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

2. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

3. Chronology of events and correspondence related to the claim.

4. Statement of grounds for the claim.

5. Analysis of the claim's cost, if any.

6. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) <u>City's Responses</u>. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute and adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) <u>Government Code Claims</u>. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(i) <u>Civil Actions for Claims of $375,000 or Less</u>. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

**7.4 Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.6 Unfair Business Practices Claims.**

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### 8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

### 9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of McFarland, 401 W Kern Ave, McFarland, CA 93250, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

### 9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Standard Specifications and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete, and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### 9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.7 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF MCFARLAND, a municipal corporation

______________________________
Sally Gonzalez, Mayor

ATTEST:

______________________________
Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

HODGES LAW GROUP

By: ___________________________
Nathan M. Hodges, City Attorney

**CONTRACTOR:**
BOWMAN ASPHALT, INC.

By: ___________________________

Name: ___________________________

By: ___________________________

Name: ___________________________

Address: ___________________________

______________________________

______________________________

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

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# EXHIBIT A

## CONTRACTOR'S BID

# EXHIBIT B

## SPECIAL REQUIREMENTS

**PERFORMANCE BOND**

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **BOWMAN ASPHALT, INC.**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **W. KERN AVENUE RECONSTRUCTION & 6TH STREET OVERLAY**;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **THREE HUNDRED SIXTY TWO THOUSAND, FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS ($362,435.00)** this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on ______________, 2021

PRINCIPAL

By: ________________________________

(Seal Of Corporation)

Name: ______________________________

Title: _______________________________

(Attach Acknowledgment of Authorized Representative of Principal)

**Any claims under this bond may be addressed to:**

Name and address of Surety:

________________________________________

________________________________________

________________________________________

Name and address of Surety's agent for service of process in California, if different from above:

________________________________________

________________________________________

________________________________________

Telephone number of Surety's Agent in California:

________________________________________

(Attach Acknowledgment) ___________________________________

SURETY

By: _______________________________

(Attorney-in-Fact)

APPROVED:

_____________________________

(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**PAYMENT BOND**
**(Labor and Material Bond)**

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **BOWMAN CONSTRUCTION, INC.**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **W. KERN AVENUE RECONSTRUCTION & 6TH STREET OVERLAY**;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **THREE HUNDRED SIZTY TWO THOUSAND, FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS ($362,435.00)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

///

///

///

Executed on _______________, 2021

PRINCIPAL

By: ___________________________________

(Seal Of Corporation)

Name: ________________________________

Title: _________________________________

(Attach Acknowledgment of Authorized Representative of Principal)

**Any claims under this bond may be addressed to:**

Name and address of Surety:

_____________________________________________

_____________________________________________

_____________________________________________

Name and address of Surety's agent for service of process in California, if different from above:

_____________________________________________

_____________________________________________

_____________________________________________

Telephone number of Surety's Agent in California:

_____________________________________________

(Attach Acknowledgment)

_______________________________________

SURETY

By: ___________________________________

(Attorney-in-Fact)

APPROVED:

________________________________

(Attorney for CITY)

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**WORKERS COMPENSATION INSURANCE CERTIFICATE**

Description of Contract: **City of McFarland**
**Project: W. KERN AVENUE RECONSTRUCTION & 6TH STREET OVERLAY**

Type of Insurance: Workers' Compensation and Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

| POLICY NUMBER | EXPIRATION DATE | LIMITS OF LIABILITY |
|---|---|---|
| | | Workers' Compensation: Statutory Limits Under the Laws of the State of California |
| | | Employers' Liability: |
| | | $__________ Each Accident |
| | | $__________ Disease - Policy Limit |
| | | $__________ Disease - Each Employee |

| Named Insured (Contractor) | Insurance Company |
|---|---|
| Street Number | Street Number |
| City and State | City and State |
| | By: __________________ (Company Representative) |

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

____________________________________
Name

____________________________________
Agency

____________________________________
Street Number

____________________________________
City and State

____________________________________
Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

<u>NOTICE</u>:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

**MEMORANDUM**
**CITY OF MCFARLAND**

**TO:** Mayor and City Council

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

**DATE:** July 22, 2021

**SUBJECT:** Report and Discussion of Surplusing Land by Wastewater Plant according to Effluent Management Report by Sewer Engineer.

**SUMMARY:**

The City of McFarland have received multiple inquiries about City land owned near the Wastewater facility. With the sale of 80 acres to a Biomass project, the City and City Council wanted to know how many more acres can the City surplus without direct effect of the facility. Cannon was given a task/agreement to conduct this report and give the City the information needed to show how it will affect the facility.

Based on the report and recommendations, there is thirty (30) acres maximum that can be designated surplus for a developer through the surplus land act if the council would like to pursue this route. There are adjustments needed to be made to the facility but will need to be done with or without designating the thirty (30) acres as surplus.

**RECOMMENDATION:**
City Staff recommend City Council to discuss this agenda item and direct staff to either designate the thirty (30) acres as surplus or for the land to remain part of the Wastewater Plant.

**FISCAL IMPACT:**
There are no fiscal impacts.

**ATTACHMENTS:**
- Effluent Management Report

Cannon

July 6, 2021

Mrs. Maria Lara, City Manager
City of McFarland
401 W. Kern Street
McFarland, CA 93250

**Subject: Revised Water Balance and Use Area Management Plan Report for the City of McFarland Wastewater Treatment Facility, Waste Discharge Requirements Order No. R5-2008-0072**

Dear Mrs. Lara:

This letter is intended to provide a revised Use Area Management Plan for the City of McFarland (City). It will address the changes in management of the effluent storage/percolation ponds and the agricultural farmland owned by the City. A Use Area Management Plan is required through the Waste Discharge Requirements (WDR) Order R5-2008-0072. We provided a revised Use Area Management Plan in August 2019 for the elimination of the north 80 acres of farmland. The north 80 acres was sold in late 2020 and is no longer being farmed as of January 2021.

This letter is also intended to further develop a revised Use Area Management Plan for the farming and effluent disposal practice, with the possibility of selling up to 60 acres of the remaining 160-acre farm owned by the City. This effort essentially addresses Provision H13 Part B. The City previously completed a Use Area Management Plan (August 2019) to address this permit provision with the elimination of the north 80 acres from effluent farming. The treated wastewater for the this Use Area Management Plan will incorporate the project planning of 2.3mgd (2.5mgd average day maximum month flow).

## Background

The City owns and operates a wastewater treatment facility (WWTF) for the treatment of domestic and commercial wastewater. The WWTF is on the northwest corner of Perkins Avenue and Melcher Avenue which is about two miles west of the City. On April 25, 2008, the RWQCB adopted WDR Order No. R5-2008-0072 to regulate the WWTF. The WWTF consists of headworks with mechanical screening, two aeration lagoons, a settling pond, and two storage ponds. In 2013, the City converted 160 acres to feed and fodder farming and the City used final effluent to irrigate approximately 240 acres on City-owned farmland. Starting in January 2021, only 160 acres of land are being used for feed and fodder effluent irrigation. The City’s current long-term plan for the upcoming upgraded plant of 2.3mgd design flow is to utilize only the 160 acres of farmland for effluent irrigation of feed and fodder crops.

The August 2019 Use Area Management Plan presents the water balance for the 160 acres of farmland irrigated with effluent and evaporation/percolation with existing Ponds 1, 2 and 3. On-site soils' percolation values support this effort. The purpose of this report is to further determine whether additional percolation can be achieved with less farmland. The August 2019 pond percolation test results were used for this study. Additional percolation tests were conducted in the remaining 160-acre south farm fields if additional ponds needed to be constructed for further effluent percolation.

The RWQCB has initiated a Central Valley Salts policy (CV-Salts) for tracking the salt loadings of WWTP. This policy is in its infancy and is not clear how it will unfold requirements of Total Dissolved Solids (TDS) and salt loading. A very brief calculation is made for the TDS loadings to the percolation ponds and farm fields in the final balance.

**Future Use of Land**

Figure 1 (attached) represents the existing land owned by the City of McFarland. The existing farmland is identified as Parcels A and B for the purpose of this report. Parcel C has been sold to a private entity and is no longer part of the City farmland. The normal practice for the contract farmer is to grow feed and fodder crops on Parcels A and B. The balance in this study presents the elimination of a portion of the 160 acres from farming operations.

This letter report presents the technical ability to further eliminate a portion of the City-owned farmland. The City's effluent disposal will continue primarily as percolation along with feed and fodder irrigation. **With more reliance on pond 3 for effluent percolation/storage, the City will need to install the necessary piping entering and existing pond 3 into pond 1.** This will allow the irrigation pump station to pull water from Pond 3. A dedicated effluent pond could also be added. The piping will be designed to allow the pond to be fully drained and dried for deep ripping or cleaning of the pond bottom (to maintain percolation).

**Future Plant Treatment Process**

The City has completed a Wastewater Master Plan dated September 2013 for improvements and expansion of the plant. The recommendations for the Master Plan are to replace the existing plant with an extended aeration activated sludge plant (Biolac Treatment process) with the ability to denitrify the wastewater prior to discharge. The projected 20-year design plant flow is calculated to be an average of 2.3mgd with a design maximum month process flow of 2.5mgd. The City has already constructed the first two phases of the project with the completion of a new headworks as well as the aeration basin conversion to Biolac blower aeration. The final phases are anticipated to be completed over the next three years with the treatment process fully installed in early 2023. Following this expansion, the City should be discharging denitrified effluent in early 2023. The effluent will be discharged to the storage ponds for percolation and/or used for effluent irrigation on feed and fodder crops as described herein.

## Water and Nitrogen Balance

A water and nitrogen balance spreadsheet for the future plant flow of 2.3mgd was previously developed and was revisited as a result of the elimination of 80 acres of farmland (north of the wastewater plant). The spreadsheet models the balance between the wastewater effluent generated, the percolated effluent from the ponds, and the applied effluent applied onto feed and fodder crops. This balance considers a 100-year rainfall event within the ponds. At times, during peak irrigation demand months, the crop water demands are met with ongoing effluent generated and supplemented with stored effluent. Effluent is typically stored during winter months when the crop water demands are lower than the effluent generated. The balances represent the intended Use Area Management Plan for the future with only 160 acres of farmland. The results of the balances are discussed below.

Once the plant is fully upgraded, the plant will be capable of denitrifying the influent wastewater prior to effluent disposal. The final plant upgrades are not estimated to be completed until approximately early 2023. With the denitrified effluent, nitrogen effluent concentrations and percolation are not a concern because the agronomic nitrogen uptake rates will never be exceeded (effluent total nitrogen content will be less than 10 mg/L).

Table 1 represents the rainfall and evaporation data used for the current and future plant flow water balances. Water balance calculations include a 100-year rainfall event and the corresponding precipitation gains, pond evaporation, and percolation losses when using Ponds 1 and 2 for storage (Pond 3 as the primary pond has similar results). A field infiltration test was conducted in September 2019 on the bottom of Pond No. 3 (while dry). Additionally, field infiltration tests were conducted in June 2020 on Parcels A and B. The 2019, and now the 2020, field infiltration test results are considered in the water balance spreadsheet calculations. To maintain long-term percolation reflecting the percolation results, the City will need to incorporate a practice of deep ripping and/or cleaning the pond bottoms on a routine schedule (possibly annually or bi-annually). The results of the infiltration tests are included as Attachment 1 of this letter report. Although the field percolation shows a value of approximately 0.8 ft/day and 1.1 ft/day, a reduced (conservative) percolation of 0.25 feet per day is used for pond percolation in this water balance.

## 2.3mgd Water, Nitrogen Loading and Total Dissolved Solids Loading

The ongoing contract farmer typically grows alfalfa on the existing farmland. Sudan grass and/or winter wheat are periodically planted as well. **Table 2 represents the water balance for the projected annual average WWTF flowrate of 2.3mgd (2.5mgd maximum design) with planted crops on 130 acres of Parcels A and B.** Parcel C is no longer used for farming with effluent irrigation. This balance used the recently explored percolation values as well as the 2019 percolation values.

The following table is a summary of the water balance (values in acre-feet) for 130 acres of farming by using existing Ponds 1, 2 and 3:

| Total Effluent (2.3mgd) | Crop Irrigation Demand | Effluent Applied to Crops | Percolation | Precipitation | Evaporation | Maximum Stored Effluent |
|---|---|---|---|---|---|---|
| 2,577 | 751 | 751 | 1,852.0 | 24.3 | 85.3 | 219 |

The total percolation, between Ponds 1, 2 and 3 (primarily Ponds 1 and 2), is approximately 1,852 acre-feet, which represents approximately 72 percent of the total effluent produced.

**Using a conservative effluent nitrogen concentration of 10 mg/L, the highest nitrogen loading that can be applied to an alfalfa field is only 160 pounds per acre, per year when the crop demand is satisfied entirely with effluent.** The agronomic nitrogen uptake rate for alfalfa is approximately 480lbs/acre. The following table presents the nitrogen loading for each field for alfalfa.

| Parcel | Crop | Nitrogen Loading via Wastewater (lbs/acre/year) | Allowable Nitrogen Loading (lbs/acre/year) |
|---|---|---|---|
| A | Alfalfa | 160 | 480 |
| B | Alfalfa | 160 | 480 |

The croplands will never be overloaded with nitrogen based on the projected effluent nitrogen concentration of 10 mg/L. Even when considering oats with a nitrogen uptake value of 115lbs/acre/year, the water demand is much lower (2.5acre feet/acre) and thus the nitrogen loading would never be exceeded.

Using the 2020 effluent TDS values (ranges from 380-570 mg/L), the average annual TDS is approximately 464mg/L. Therefore, the TDS loading per acre feet of effluent is 1,260 pounds per acre-feet in the treated effluent (or 3,869.8 lbs/per million gallons). The total TDS loading per category in pounds per year (lbs/year) is shown below:

| Total Annual Effluent TDS (2.3mgd) | TDS Applied to Crops | TDS Percolated |
|---|---|---|
| 3,247,793 | 946,485 | 2,334,076 |

**<u>1.0mgd Water and Nitrogen Balance</u>**

Under the current flow condition (1.0mgd flow), the wastewater generates approximately 1,072 acre-feet of effluent. The 130 acres of crops have an irrigation demand of approximately 751 acre-feet. Therefore, the farmer and wastewater staff should manage the flow to maximize the application of effluent (while minimizing percolation) onto 130 acres of farmland. The remaining 321 acre-feet of effluent would easily percolate in the storage/percolation Ponds 1 and 2.

**Conclusion**

As shown above and in the attached water balance spreadsheets, the City may manage the Use Area with 130 acres of feed and fodder farming with a large effluent disposal component through percolation/evaporation to the existing ponds (Ponds 1, 2 and 3). Maintaining percolation in the ponds will require diligent management of the pond bottoms by periodic cleaning or deep ripping the pond bottoms. Operations staff will have the best field observation data on when to start the deep ripping practice as flows approach daily averages of 1.5mgd.

In addition, **the City will need to install interconnection piping between Ponds 1, 2 and 3 to allow Pond 3 to function as a primary evaporation/percolation pond in alternating years. The piping should be installed in the near term while the ponds are ensured to be dry during the late summer months.** Ponds will be used more with more effluent being generated as a result of growth in the City.

The newly enacted CV-Salts policy by the RWQCB may impose salt loading requirements in the future. These loading have not yet been established.

Should you have any questions or comments feel free to contact me at 661-319-1678.

Sincerely,

Amando Garza, P.E.
Senior Civil Principal Engineer

Enclosures:
- Figure 1
- Tables 1-2
- BSK Geotech Report

1050 Southwood Drive
San Luis Obispo, CA 93401
**T** 805.544.7407
**F** 805.544.3863

**CannonCorp.us**

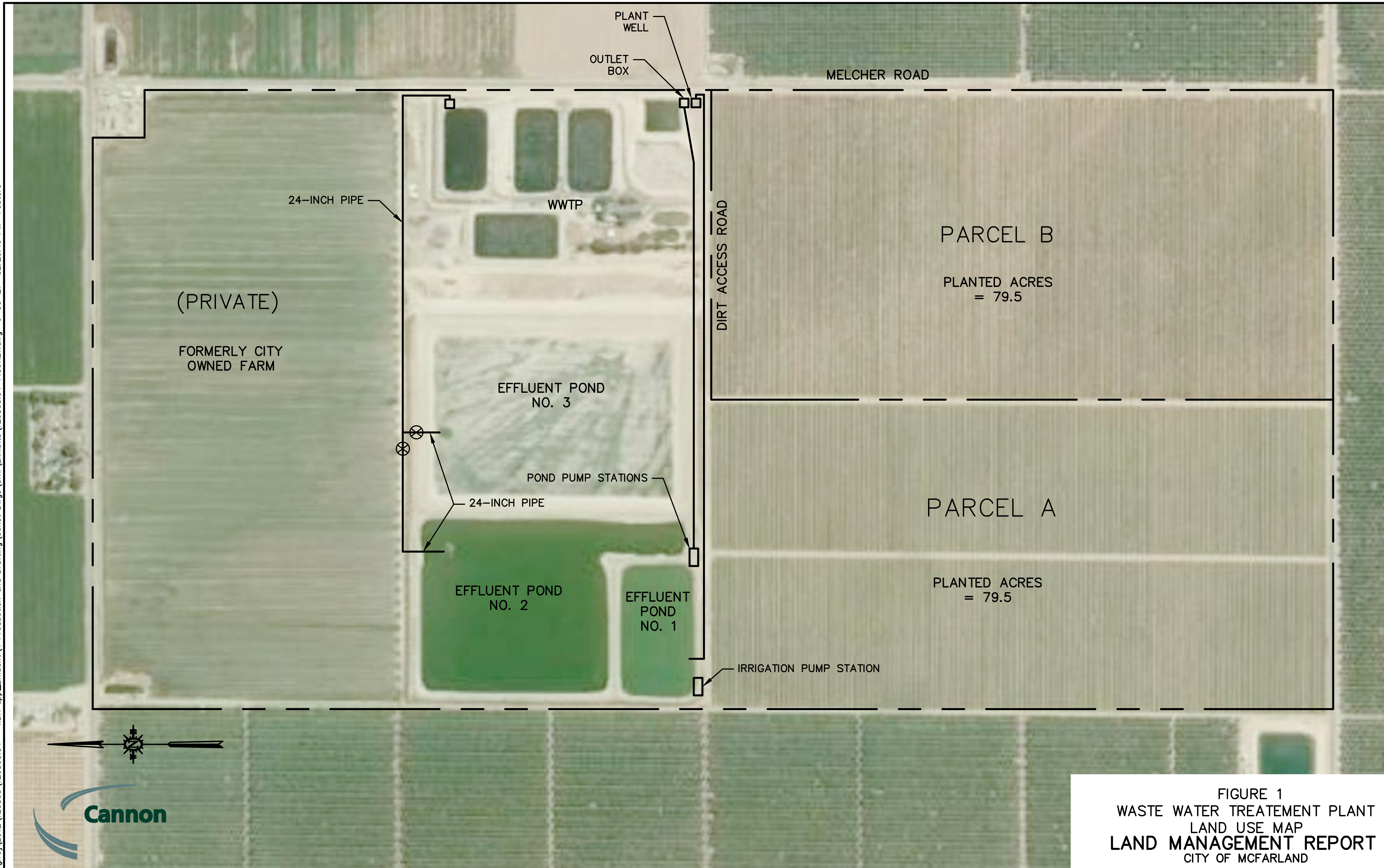


FIGURE 1
WASTE WATER TREATEMENT PLANT
LAND USE MAP
LAND MANAGEMENT REPORT
CITY OF MCFARLAND

F:\pro\2012\120805\120805.34 - WDR app_Effluent\4 Production and Drafting\Const Dwgs\Civil\Exhibits\120805.34-FIGURE1.dwg 6-30-21 02:26:19 PM FosterC

| Table 1 | Estimation of Evaporation Rate from Surface of Ponds<br>Land Management Report<br>City of McFarland | | | | |
|---|---|---|---|---|---|
| | 100 Year Precipitation (in/month) (A) | Lake Evaporation (inches) (B) | Net Gain/Loss (inches) (C) | Average Rainfall (inches) (D) | Pan Evaporation (inches) (E) |
| October | 0.64 | 0.88 | -0.36 | 0.29 | 1 |
| November | 1.90 | 1.14 | 0.60 | 0.85 | 1 |
| December | 1.83 | 2.02 | -0.47 | 0.81 | 2 |
| January | 2.95 | 3.70 | -1.25 | 1.31 | 4 |
| February | 2.77 | 5.19 | -3.13 | 1.23 | 6 |
| March | 2.99 | 7.30 | -5.31 | 1.33 | 8 |
| April | 1.71 | 8.45 | -7.89 | 0.76 | 10 |
| May | 0.59 | 8.80 | -9.41 | 0.26 | 10 |
| June | 0.14 | 7.48 | -8.36 | 0.06 | 9 |
| July | 0.00 | 5.54 | -6.30 | 0.00 | 6 |
| August | 0.04 | 3.87 | -4.36 | 0.02 | 4 |
| September | 0.45 | 1.85 | -1.65 | 0.20 | 2 |
| **Total** | **16.01** | **56.23** | **-47.89** | **7.12** | **64** |

**Notes:**

(A) Based on the City of Delano's 100 yr rain event and the City of Delano's monthly rainfall distribution.

(B) = (E)*0.8*1.10. Evap = pan evaporation rates*Cp*K. Ep = pan evaporation rates, based on San Joaquin Valley Class A pan evaporation rates.
Source= California Department of Water Resources, "Vegetative Water use in California", April 1975, Bulletin 113-3, Table 1, pg 9. Cp = pan coefficient to correct for excess evaporation from a pan as compared to a large body of water. K = weather correction reflecting that in wetter years, evaporation is less. K = 1.10 for dry conditions.

(D) Source = City of McFarland "Wastewater Treatment Plant Report of Waste Discharge" Technical Report March 2000

**Table 2**

**Scenario 2 Water Balance for 2.3 MGD &** **130 Irrigated Acres**
**Land Management Report**
**City of McFarland**

| Month | Daily Flow (mgd) | (Days) | Monthly Flow Volume (MG) (A) | Monthly Flow Volume (ac-ft) (B) | Precipitation Gains (ac-ft) (C) | Evaporation Loss (ac-ft) (D) | Percolation Loss Pond 1&2 (ac-ft) (E) | Monthly Available Water (ac-ft) (F) | Irrigation Demand (ac-ft) (H) | Wastewater Application (ac-ft) (I) | Supplemental Water Needed (ac-ft) (J) | Effluent Remaining (ac-ft) (G) | Cum. Effluent Stored (ac-ft) | Pond 1&2 Storage (ac-ft) | Carryover to Pond 3 Storage (ac-ft) | Pond 3 Percolation Loss (ac-ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Influent Wastewater Flow** | | | | **Effluent Pond No. 1 & 2** | | | | **Reclamation** | | | **Storage** | | | | |
| Oct-10 | 2.37 | 31 | 73 | 225 | 0.97 | 1.33 | 136.50 | 88 | 47 | 47 | 0 | 41 | 41 | 41 | 0 | 0 |
| Nov-10 | 2.25 | 30 | 68 | 207 | 2.88 | 1.74 | 136.50 | 72 | 26 | 26 | 0 | 46 | 87 | 87 | 0 | 0 |
| Dec-10 | 2.25 | 31 | 70 | 214 | 2.78 | 3.07 | 136.50 | 78 | 14 | 14 | 0 | 63 | 151 | 151 | 0 | 0 |
| Jan-11 | 2.25 | 31 | 70 | 214 | 4.47 | 5.61 | 136.50 | 77 | 14 | 14 | 0 | 63 | 214 | 214 | 0 | 0 |
| Feb-11 | 2.25 | 28 | 63 | 194 | 4.20 | 7.87 | 136.50 | 53 | 25 | 25 | 0 | 29 | 242 | 219 | 24 | 24 |
| Mar-11 | 2.25 | 31 | 70 | 214 | 4.53 | 11.08 | 136.50 | 71 | 41 | 41 | 0 | 30 | 249 | 219 | 30 | 30 |
| Apr-11 | 2.25 | 30 | 68 | 207 | 2.59 | 12.81 | 136.50 | 61 | 78 | 61 | 18 | 0 | 219 | 219 | 0 | 0 |
| May-11 | 2.48 | 31 | 77 | 236 | 0.89 | 13.35 | 136.50 | 87 | 87 | 87 | 0 | 0 | 219 | 219 | 0 | 0 |
| Jun-11 | 2.25 | 30 | 68 | 207 | 0.21 | 11.34 | 136.50 | 60 | 104 | 60 | 44 | -20 | 199 | 199 | 16 | 16 |
| Jul-11 | 2.25 | 31 | 70 | 214 | 0.00 | 8.41 | 136.50 | 69 | 134 | 69 | 64 | -34 | 149 | 149 | 0 | 0 |
| Aug-11 | 2.48 | 31 | 77 | 236 | 0.06 | 5.87 | 136.50 | 93 | 93 | 93 | 0 | 1 | 150 | 150 | 0 | 0 |
| Sep-11 | 2.25 | 30 | 68 | 207 | 0.68 | 2.80 | 136.50 | 69 | 89 | 69 | 21 | 0 | 0 | 0 | 150 | 144 |
| **Total** | | | **840** | **2,577** | **24.3** | **85.3** | **1638.0** | **878** | **751** | **604** | **147** | **220** | | | | **214** |

**Notes:**

(A) Based on an AAWF of 2.3 mgd 27.8

(B) = (A)*3.069

(C) Total area of existing pond surface area (Pond 1& 2 ) = 18.2 acres

(D) Based on a existing pond 1 & 2 surface area = 18.2 acres

(E) Pond 2 monthly percolation rate = 7.50 ft/month

(F) = (B)+(C)-(D)-(E)+(G1)

(H) Irrigation Schedule from Table 1.C. Total acres of irrigation lands = 130 acres

(I) Represents the total water that can be applied to the effluent irrigation area.

(J) = (H)-(I)

| | | | | |
|---|---|---|---|---|
| Pond 3 Percolation Rate | 0.25 ft/day | | Pond 1 Percolation Rate | 0.250 ft/day |
| Pond 2 Percolation Rate | 0.250 ft/day | | Pond 3 Percolation Rate-Field | 0.8 ft/day |
| Planted Area | 231 acres | | | |
| Field A | 76 acres | | | |
| Field B | 79 acres | | | |
| Field C | 76 acres | | | |
| Pond 2 Area (acres) | 15.25 | | Pond 1 Area (acres) | 2.95 |
| Pond 3 Area (acres) | 19.25 | | Pond 1 Vol.(acre-ft) | 36 |
| Pond 2 Vol. (acre-ft) | 183 | | Pond 1&2 Vol.(AF) | 219 |
| Pond 3 Vol. (acre-ft) | 260 | | | |
| | | | Total Pond Volume | 479 Pond 1+2+3 |

# GEOTECHNICAL ENGINEERING INVESTIGATION REPORT
# MCFARLAND WWTP ADDITIONAL PERCOLATION TESTING
# MCFARLAND, KERN COUNTY, CALIFORNIA

BSK PROJECT G21-192-11B

PREPARED FOR:

CANNON
1050 SOUTHWOOD DRIVE
SAN LUIS OBISPO, CA 93401

JUNE 14, 2021

# GEOTECHNICAL ENGINEERING INVESTIGATION REPORT
# MCFARLAND WWTP ADDITIONAL PERCOLATION TESTING
# MCFARLAND, KERN COUNTY, CALIFORNIA

Prepared for:

Mr. Amando Garza
Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401

Bakersfield Project: G21-192-11B

June 14, 2021

Prepared by:

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## Tables



## Appendices

**Appendix A: Field Exploration**

## 1. INTRODUCTION

This report presents the results of a Geotechnical Engineering Investigation Report conducted by BSK Associates (BSK), for the proposed McFarland Wastewater Treatment Plant (WWTP) in McFarland, Kern County, California (Site). The Site is located at the agricultural field just south of the existing WWTP, as shown on the Site Vicinity Map, Figure A-1. The geotechnical engineering investigation was conducted in accordance with BSK Proposal GB21-21920, dated April 19, 2021.

This report provides a description of the geotechnical conditions at the Site and provides specific recommendations for earthwork and foundation design with respect to the planned improvements. In the event that changes occur in the design of the project, this report's conclusions and recommendations will not be considered valid unless the changes are reviewed with BSK and the conclusions and recommendations are modified or verified in writing. Examples of such changes would include location, size of structures, foundation loads, etc.

### 1.1. Planned Construction

BSK understands that the project consists of new percolation ponds in farmland for McFarland's Wastewater Treatment Plant (WWTP). The site is located on Melcher Road between Elmo Highway and Sherwood Avenue, west of McFarland, California. BSK previously performed a Geotechnical Engineering Investigations in 2019 at this site (*BSK Job No. G19-198-10B, McFarland WWTP Percolation Testing*).

In the event that significant changes occur in the design of the proposed improvements, this report's conclusions and recommendations will not be considered valid unless the changes are reviewed with BSK and the conclusions and recommendations are modified or verified in writing.

### 1.2. Purpose and Scope of Services

The objective of this geotechnical investigation is to evaluate the subsurface conditions and the infiltration rate. The scope of the investigation included a field exploration, laboratory testing, engineering analyses, and preparation of this report.

## 2. FIELD INVESTIGATION AND LABORATORY TESTING

### 2.1. Field Exploration

The field exploration for this investigation was conducted under the oversight of a BSK staff member. One (1) boring was drilled at the Site on June 10, 2021 using hand auger equipment. The Boring was drilled to a maximum depth of 15 feet beneath the existing ground surface (bgs). Additionally, three (3) percolation tests were conducted in the vicinity of the proposed new pond area in the agricultural fields.

The soil materials encountered in the Borings were visually classified in the field, and the logs were recorded during the sampling operations. Visual classifications of the materials encountered in the borings were made in general accordance with the Unified Soil Classification System (ASTM D 2488). A soil classification chart is presented in Appendix A.

Boring logs are presented in Appendix A and should be consulted for more details concerning subsurface conditions. Stratification lines were approximated by the field staff based on observations made at the time of drilling, while the actual boundaries between soil types may be gradual and soil conditions may vary at other locations.

### 2.2 Laboratory Testing

Laboratory tests were performed on selected soil samples to evaluate moisture content and dry density. A description of the laboratory test methods and results are presented in Appendix B.

## 3. SITE AND GEOLOGY/SEISMICITY CONDITIONS

The following sections address the Site descriptions and surface conditions, regional geology and seismic hazards, subsurface conditions, and groundwater conditions at the Site. This information is based on BSK's field exploration and published maps and reports.

### 3.1 Site Description and Surface Conditions

The Site is within the alfalfa fields located south of the wastewater treatment plant. The Site is located in the north half of the southeast quarter of Section 9, Township 26 South, and Range 25 East of the Mount Diablo Meridian. The NAD 83 GPS coordinates for the center of the Site are 35.6801 degrees North latitude and 119.2821 degrees West longitude.

### 3.2 Regional Geology and Seismic Hazards Assessment

Our Scope of services included a review of published maps and reports to assess the regional geology and potential for seismic hazards.

#### *3.2.1 Regional Geology*

The site is located in the Great Valley. The Great Valley is an alluvial plain about 50-miles wide and 400-miles long in the central part of California. Its northern part is the Sacramento Valley, drained by the Sacramento River and its southern part is the San Joaquin Valley drained by the San Joaquin River. The Great Valley is a trough in which sediments have been deposited almost continuously since the Jurassic (about 160 million years ago). Great oil fields have been found in southernmost San Joaquin Valley and along anticlinal uplifts on its southwestern margin. In the Sacramento Valley, the Sutter Buttes, the remnants of an isolated Pliocene volcano, rise above the valley floor.

#### *3.2.2 Seismic Hazards Assessment*

The types of geologic and seismic hazards assessed include surface ground fault rupture, liquefaction, seismically induced settlement, slope failure, flood hazards and inundation hazards.

The purpose of the Alquist-Priolo Geologic Hazards Zones Act, as summarized in CDMG Special Publication 42 (SP 42), is to "prohibit the location of most structures for human occupancy across the traces of active faults and to mitigate thereby the hazard of fault-rupture." As indicated by SP 42, "the State Geologist is required to delineate "earthquake fault zones" (EFZs) along known active faults in California. Cities and counties affected by the zones must regulate certain development 'projects' within the zones. They must withhold development permits for sites within the zones until geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

The site is not located in a Alquist-Priolo (A-P) Fault Hazard Zone. The closest Fault Zone is associated with the San Andreas Fault zone located approximately 40-miles southwest of the Site. The closest fault is the Pond fault located 1.2 miles northwest of the site and the New Hope and Premier faults located 12.5 miles southeast of the site.

Zones of Required Investigation referred to as "Seismic Hazard Zones" in CCR Article 10, Section 3722, are areas shown on Seismic Hazard Zone Maps where site investigations are required to determine the need for mitigation of potential liquefaction and/or earthquake-induced landslide ground displacements. There are no mapped areas that have Seismic Hazard Zones in the project area.

### 3.3 Subsurface Conditions

The subsurface material generally consists of sandy silt and silty sand in the upper 5 feet underlain by sand with silt and poorly graded sand material to the maximum depth of exploration.

The boring logs in Appendix A provide a more detailed description of the materials encountered, including the applicable Unified Soil Classification System symbols.

### 3.4 Groundwater Conditions

Groundwater was not encountered at the time of drilling on June 10, 2021. Based on the groundwater elevation data from the California Department of Water Resources (DWR), the historic high groundwater depth in the vicinity was recorded to be approximately 121 feet bgs on February 17, 1950 from well 26S25E09F001M located approximately 0.1 miles northwest of the site.

Please note that the groundwater level may fluctuate both seasonally and from year to year due to variations in rainfall, temperature, pumping from wells and possibly as the result of other factors such as irrigation, that were not evident at the time of our investigation.

## 4. CONCLUSIONS

### 4.1 Percolation

The percolation testing was conducted by a BSK staff member on June 9 and 10, 2021 in the planned reservoir pond area in the agricultural fields. The Percolation Test locations can be found on Figure A-2: Boring and Percolation Test Location Map. The results of the percolation tests are presented on Figures A-4 through A-6, and in the table below.

| Table 1: Summary of Percolation Test Results | | | |
|---|---|---|---|
| **Test Location** | **Plumbing Code Soil Type** | **Soil Description** | **Percolation Rate (minute/inch)** |
| PT-1 | 3 | Sandy Silt | 3.6 |
| PT-2 | 2 | Silty Sand | 1.4 |
| PT-3 | 4 | Silty Sand | 11.3 |

### 4.2 Infiltration Rate

Based on the upper 3 feet layer of sandy silt and silty sand, we estimate the infiltration rate by taking 10% percent of the percolation rate. Based on this method, the estimated infiltration rate is 1.1 feet/day. A safety factor of 2 should be used for design.

## 5. LIMITATIONS

The analyses and recommendations submitted in this report are based upon the data obtained from the Borings performed at the locations shown on the Boring and Percolation Test Location Map, Figure A-2. The report does not reflect variations which may occur between or beyond the Borings. The nature and extent of such variations may not become evident until construction is initiated. If variations then appear, a re-evaluation of the recommendations of this report will be necessary after performing on-Site observations during the excavation period and noting the characteristics of the variations.

The validity of the recommendations contained in this report is also dependent upon an adequate testing and observation program during the construction phase. BSK assumes no responsibility for construction compliance with the design concepts or recommendations unless it has been retained to perform the testing and observation services during construction as described above.

The findings of this report are valid as of the present. However, changes in the conditions of the Site can occur with the passage of time, whether caused by natural processes or the work of man, on this property or adjacent property. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation, governmental policy or the broadening of knowledge.

BSK has prepared this report for the exclusive use of the Client and members of the project design team. The report has been prepared in accordance with generally accepted geotechnical engineering practices which existed in Kern County at the time the report was written. No other warranties either expressed or implied are made as to the professional advice provided under the terms of BSK's agreement with Client and included in this report.

## 6. REFERENCES

Department of Water Resources. http://www.water.ca.gov/waterdatalibrary/, Water Data Library, June 2021.

Earth Point. http://earthpoint.us/townships.aspx, Public Land Survey System, Google Earth, 2021, June 2021.

Lee, Norman. California Geomorphic Provinces (2012): n. pag. California Department of Conservation. California Geological Survey. <http://www.conservation.ca.gov/cgs/information/publications/cgs_notes/note_36/Documents/note_36.pdf>. June 2021.

# APPENDIX A

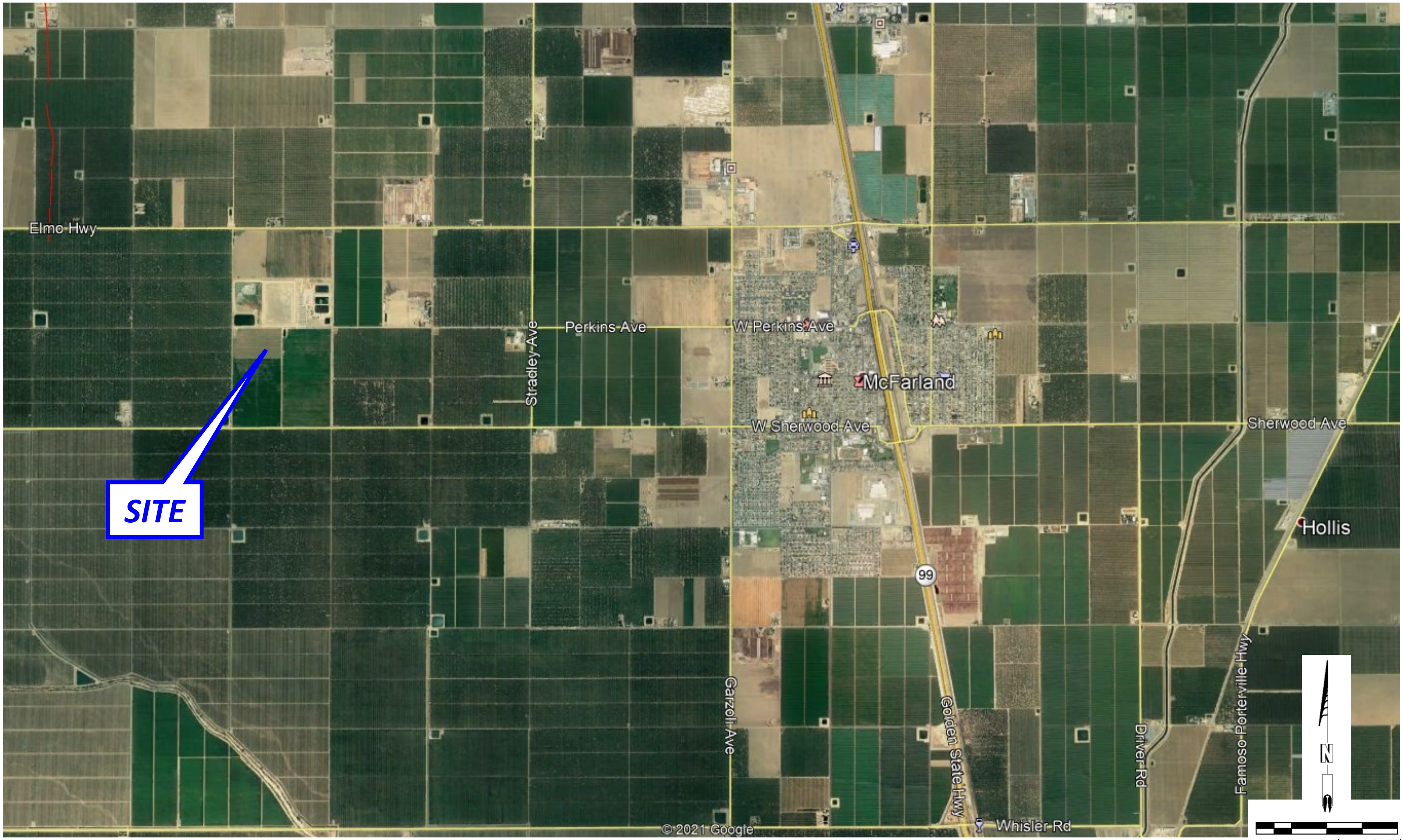
# FIELD EXPLORATION

## APPENDIX A

## FIELD EXPLORATION

The field exploration for this investigation was conducted under the oversight of a BSK staff member. One (1) boring was drilled at the Site on June 10, 2021 using hand auger equipment. The Boring was drilled to a maximum depth of 15 feet beneath the existing ground surface (bgs). Additionally, three (3) percolation tests were conducted in the vicinity of the proposed new pond area in the agricultural fields.

The soil materials encountered in the test borings were visually classified in the field, and the logs were recorded during the drilling and sampling operations. Visual classification of the materials encountered in the test borings was made in general accordance with the Unified Soil Classification System (ASTM D 2488). A soil classification chart is presented herein. Boring logs are presented herein and should be consulted for more details concerning subsurface conditions. Stratification lines were approximated by the field staff based on observations made at the time of drilling, while the actual boundaries between soil types may be gradual and soil conditions may vary at other locations.




Scale: 1" = 3,700'

(APPROXIMATE)

REFERENCE IMAGE: Google Earth 2021

BSK ASSOCIATES
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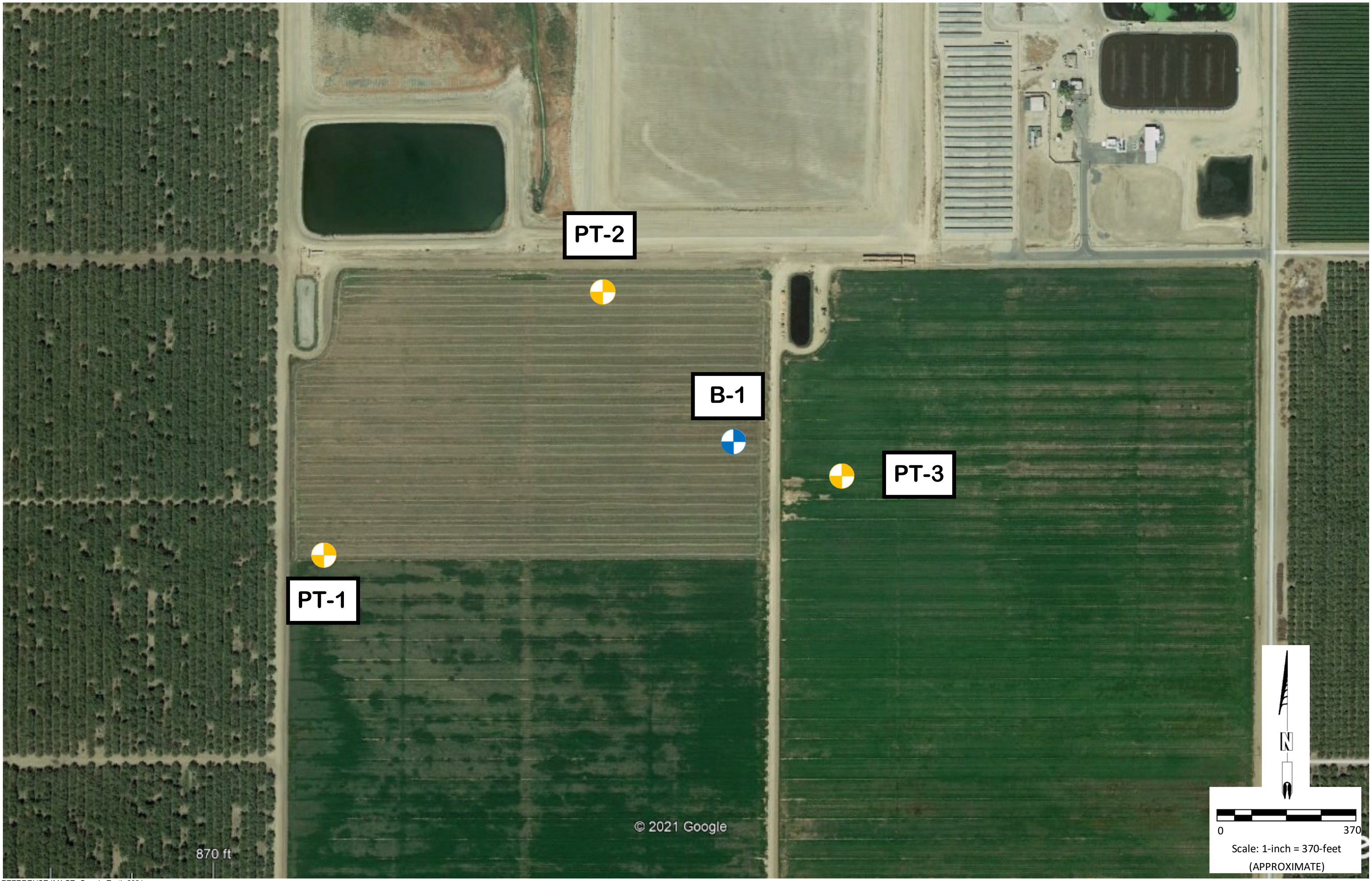
# SITE VICINITY MAP

McFarland Wastewater Treatment Plant
Additional Percolation Tests
McFarland, California

FIGURE A-1

JOB NO. G21-192-11B
DATE June 2021
DR. BY VS/YX
CH. BY OML
SCALE AS SHOWN

SHEET NO. 1
OF 1 SHEETS




REFERENCE IMAGE: Google Earth 2021

LEGEND:

APPROXIMATE BORING LOCATION B-1

APPROXIMATE PERCOLATION TEST LOCATION TP-1

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# BORING LOCATION MAP

McFarland Wastewater Treatment Plant
Additional Percolation Tests
McFarland, California

FIGURE A-2

JOB NO. G21-192-11B
DATE June 2021
DR. BY VS/YX
CH. BY OML
SCALE AS SHOWN
SHEET NO. 1
OF 1 SHEETS

| MAJOR DIVISIONS | | | | TYPICAL NAMES |
|---|---|---|---|---|
| COARSE GRAINED SOILS More than Half >#200 | GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE | CLEAN GRAVELS WITH LITTLE OR NO FINES | GW | WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES |
| | | | GP | POORLY GRADED GRAVELS, GRAVEL- SAND MIXTURES |
| | | GRAVELS WITH OVER 15% FINES | GM | SILTY GRAVELS, POORLY GRADED GRAVEL-SAND-SILT MIXTURES |
| | | | GC | CLAYEY GRAVELS, POORLY GRADED GRAVEL-SAND-CLAY MIXTURES |
| | SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE | CLEAN SANDS WITH LITTLE OR NO FINES | SW | WELL GRADED SANDS, GRAVELLY SANDS |
| | | | SP | POORLY GRADED SANDS, GRAVELLY SANDS |
| | | SANDS WITH OVER 15% FINES | SM | SILTY SANDS, POORLY GRADED SAND-SILT MIXTURES |
| | | | SC | CLAYEY SANDS, POORLY GRADED SAND-CLAY MIXTURES |
| FINE GRAINED SOILS More than Half <#200 sieve | SILTS AND CLAYS LIQUID LIMIT LESS THAN 50 | | ML | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, OR CLAYEY SILTS WITH SLIGHT PLASTICITY |
| | | | CL | INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS |
| | | | OL | ORGANIC CLAYS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY |
| | SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50 | | MH | INORGANIC SILTS , MICACEOUS OR DIATOMACIOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS |
| | | | CH | INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS |
| | | | OH | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS |
| HIGHLY ORGANIC SOILS | | | Pt | PEAT AND OTHER HIGHLY ORGANIC SOILS |

Note: Dual symbols are used to indicate borderline soil classifications.

| | | | |
|---|---|---|---|
| | Pushed Shelby Tube | RV | R-Value |
| | Standard Penetration Test | SA | Sieve Analysis |
| | Modified California | SW | Swell Test |
| | Auger Cuttings | TC | Cyclic Triaxial |
| | Grab Sample | TX | Unconsolidated Undrained Triaxial |
| | Sample Attempt with No Recovery | TV | Torvane Shear |
| CA | Chemical Analysis | UC | Unconfined Compression |
| CN | Consolidation | (1.2) | (Shear Strength, ksf) |
| CP | Compaction | WA | Wash Analysis |
| DS | Direct Shear | (20) | (with % Passing No. 200 Sieve) |
| PM | Permeability | | Water Level at Time of Drilling |
| PP | Pocket Penetrometer | | Water Level after Drilling (with date measured) |

**SOIL CLASSIFICATION CHART AND KEY TO TEST DATA**
**Unified Soil Classification System**

BSK ASSOCIATES

PLATE: Figure A-3

BSK ASSOCIATES

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# LOG OF BORING NO. B-1

Project Name: **McFarland WWTP Additional Percolation Tests**
Project Number: **G21-192-11B**
Project Location: **McFarland, CA**
Logged by: **Y. Xu**
Checked by: **O. Lau**

Surface El.:
Location:

| Depth, feet | Graphic Log | MATERIAL DESCRIPTION | Samples | Sample Number | Penetration Blows / Foot | Pocket Penetrometer, TSF | % Passing No. 200 Sieve | In-Situ Dry Weight (pcf) | In-Situ Moisture Content (%) | Liquid Limit | Plastic Limit | Plasticity Index |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Surface:** alfalfa field. | | | | | | | | | | |
| | | **SILTY SAND:** tan, dry, fine to coarse grained sand, subangular. | | | | | | | | | | |
| | | ...moist, light yellowish brown, trace clay. | | | | | | | | | | |
| | | ...no clay, decrease in silt. | | | | | | | | | | |
| | | ...slightly moist, decrease in silt. | | | | | | | | | | |
| 5 | | **SAND WITH SILT:** light yellowish brown, slightly moist, fine to coarse grained sand, trace fine gravel, subangular. | | | | | | | | | | |
| | | **SAND:** light yellowish brown, slightly moist, fine to coarse grained sand, trace fine gravel, subangular, trace silt. | | | | | | | | | | |
| | | ...moist, no trace silt, increase in medium to coarse grained sand. | | | | | | | | | | |
| | | ...increase in coarse grained sand. | | | | | | | | | | |
| 10 | | ...increase in fine gravel. | | | | | | | | | | |
| | | ...increase in fine grained sand. | | | | | | | | | | |
| | | ...trace silt, decrease in coarse grained sand, increase in fine to medium grained sand, not trace fine gravel. | | | | | | | | | | |
| | | ...increase in coarse grained sand, decrease in fine grained sand. | | | | | | | | | | |
| | | ...increase in moisture, no trace silt, fine to medium grained sand, trace coarse grained sand. | | | | | | | | | | |
| | | ...fine to coarse grained sand. | | | | | | | | | | |
| | | ...trace fine, trace fine gravel, trace clay chunks. | | | | | | | | | | |
| 15 | | ...medium to coarse grained sand, subangular, no trace clay chunks. | | | | | | | | | | |
| | | End of boring. | | | | | | | | | | |

| | | | |
|---|---|---|---|
| **Completion Depth:** | 15.0 | **Drilling Equipment:** | Hand Auger Equipment |
| **Date Started:** | 6/10/21 | **Drilling Method:** | Hand Auger Equipment |
| **Date Completed:** | 6/10/21 | **Drive Weight:** | n/a |
| **California Sampler:** | n/a | **Hole Diameter:** | 4 inches |
| **SPT Sampler:** | n/a | **Drop:** | n/a |
| | | **Remarks:** | Borings backfilled with soil cuttings and gravel. |

# LOG OF BORING NO. PT-1

BSK Associates
700 22nd Street
Bakersfield, CA 93301
Telephone: (661) 327-0671
Fax: (661) 324-4218

Project Name: **McFarland WWTP Additional Percolation Tests**
Project Number: **G21-192-11B**
Project Location: **McFarland, CA**
Logged by: **Y. Xu**
Checked by: **O. Lau**

Surface El.:
Location:

| Depth, feet | Graphic Log | MATERIAL DESCRIPTION | Samples | Sample Number | Penetration Blows / Foot | Pocket Penetro-meter, TSF | % Passing No. 200 Sieve | In-Situ Dry Weight (pcf) | In-Situ Moisture Content (%) | Liquid Limit | Plastic Limit | Plasticity Index |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Surface:** alfalfa field. | | | | | | | | | | |
| | | **ML: SANDY SILT:** light brown, dry, fine grained sand, with clay, trace roots. | | | | | | | | | | |
| | | ...decrease in clay. | | | | | | | | | | |
| | | End of boring. | | | | | | | | | | |
| 5 | | | | | | | | | | | | |

**Completion Depth:** 3.0
**Date Started:** 6/9/21
**Date Completed:** 6/9/21
**California Sampler:** n/a
**SPT Sampler:** n/a

**Drilling Equipment:** Hand Auger Equipment
**Drilling Method:** Hand Auger Equipment
**Drive Weight:** n/a
**Hole Diameter:** 4 inches
**Drop:** n/a
**Remarks:** Borings backfilled with soil cuttings and gravel.

BSK ASSOCIATES

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Fax: (661) 324-4218

# LOG OF BORING NO. PT-2

Project Name: **McFarland WWTP Additional Percolation Tests**
Project Number: **G21-192-11B**
Project Location: **McFarland, CA**
Logged by: **Y. Xu**
Checked by: **O. Lau**

Surface El.:
Location:

| Depth, feet | Graphic Log | MATERIAL DESCRIPTION | Samples | Sample Number | Penetration Blows / Foot | Pocket Penetro-meter, TSF | % Passing No. 200 Sieve | In-Situ Dry Weight (pcf) | In-Situ Moisture Content (%) | Liquid Limit | Plastic Limit | Plasticity Index |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Surface:** alfalfa field. | | | | | | | | | | |
| | | **SM: SILTY SAND:** brown, moist, fine to coarse grained sand, subangular, trace clay. | | | | | | | | | | |
| | | ...yellowish brown. | | | | | | | | | | |
| | | ...decrease in silt. | | | | | | | | | | |
| | | End of boring. | | | | | | | | | | |
| 5 | | | | | | | | | | | | |

**Completion Depth:** 3.0
**Date Started:** 6/9/21
**Date Completed:** 6/9/21
**California Sampler:** n/a
**SPT Sampler:** n/a

**Drilling Equipment:** Hand Auger Equipment
**Drilling Method:** Hand Auger Equipment
**Drive Weight:** n/a
**Hole Diameter:** 4 inches
**Drop:** n/a
**Remarks:** Borings backfilled with soil cuttings and gravel.

# LOG OF BORING NO. PT-3

BSK Associates
700 22nd Street
Bakersfield, CA 93301
Telephone: (661) 327-0671
Fax: (661) 324-4218

Project Name: **McFarland WWTP Additional Percolation Tests**
Project Number: **G21-192-11B**
Project Location: **McFarland, CA**
Logged by: **Y. Xu**
Checked by: **O. Lau**

Surface El.:
Location:

| Depth, feet | Graphic Log | MATERIAL DESCRIPTION | Samples | Sample Number | Penetration Blows / Foot | Pocket Penetro-meter, TSF | % Passing No. 200 Sieve | In-Situ Dry Weight (pcf) | In-Situ Moisture Content (%) | Liquid Limit | Plastic Limit | Plasticity Index |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Surface:** alfalfa field. | | | | | | | | | | |
| | | **SM: SILTY SAND:** light brown, dry, fine to medium grained sand, trace clay. | | | | | | | | | | |
| | | ...light yellowish brown, slightly moist, trace weakly cemented soil, fine to coarse grained sand, subangular. | | | | | | | | | | |
| | | ...moist, trace fine gravel, subangular, decrease in silt. | | | | | | | | | | |
| 5 | | End of boring. | | | | | | | | | | |

**Completion Depth:** 5.0
**Date Started:** 6/9/21
**Date Completed:** 6/9/21
**California Sampler:** n/a
**SPT Sampler:** n/a

**Drilling Equipment:** Hand Auger Equipment
**Drilling Method:** Hand Auger Equipment
**Drive Weight:** n/a
**Hole Diameter:** 4 inches
**Drop:** n/a
**Remarks:** Borings backfilled with soil cuttings and gravel.

700 22nd Street
Bakersfield, CA 93301
Ph: (661) 327-0671
Fax: (661) 324-4218

# Percolation Test

**Project Name:** McFarland WWTP Additional Percolations
**Tested By:** V. Simental/Y. Xu
**Project Number:** G21-192-11B
**Test Date:** 6/10/2021
**Test Hole No:** PT-1
**Depth of Test Hole:** 3 feet
**Time Presaturation:** 24 hours
**Diameter of Test Hole:** 4 inch
**Soil Description:** Sandy Silt

| Initial Time $T_1$ | Depth of Water $d_1$, (Inch) | Final Time $T_2$ | Final Depth $d_2$ (inch) | Time Interval ΔT (min) | Change in Depth Δd (inch) | Percolation Rate ΔT/dΔ (min/inch) |
|---|---|---|---|---|---|---|
| 12:47 | 14.25 | 12:57 | 9.5 | 10:00 | 4.75 | 2.1 |
| 12:57 | 9.5 | 13:07 | 6 | 10:00 | 3.5 | 2.9 |
| 13:07 | 6 | 13:17 | 3.5 | 10:00 | 2.5 | 4.0 |
| 13:17 | 3.5 | 13:22 | 2.25 | 05:00 | 1.25 | 4.0 |
| 13:22 | 2.25 | 13:27 | 1.1 | 05:00 | 1.15 | 4.3 |
| | | | | | | |
| 13:37 | 13.5 | 13:42 | 10.75 | 05:00 | 2.75 | 1.8 |
| 13:42 | 10.75 | 13:47 | 9 | 05:00 | 1.75 | 2.9 |
| 13:47 | 9 | 13:52 | 7 | 05:00 | 2 | 2.5 |
| 13:52 | 7 | 13:57 | 5.6 | 05:00 | 1.4 | 3.6 |
| 13:57 | 5.6 | 14:02 | 4.25 | 05:00 | 1.35 | 3.7 |
| 14:02 | 4.25 | 14:07 | 3 | 05:00 | 1.25 | 4.0 |
| 14:07 | 3 | 14:12 | 2 | 05:00 | 1 | 5.0 |
| 14:12 | 2 | 14:17 | 1.1 | 05:00 | 0.9 | 5.6 |
| | | | | | | |
| 14:19 | 13.5 | 14:24 | 10.9 | 05:00 | 2.6 | 1.9 |
| 14:24 | 10.9 | 14:29 | 8.75 | 05:00 | 2.15 | 2.3 |
| 14:29 | 8.75 | 14:34 | 7 | 05:00 | 1.75 | 2.9 |
| 14:34 | 7 | 14:39 | 5.5 | 05:00 | 1.5 | 3.3 |
| 14:39 | 5.5 | 14:44 | 4.2 | 05:00 | 1.3 | 3.8 |
| 14:44 | 4.2 | 14:49 | 3 | 05:00 | 1.2 | 4.2 |
| 14:49 | 3 | 14:54 | 2 | 05:00 | 1 | 5.0 |
| 14:54 | 2 | 14:59 | 1 | 05:00 | 1 | 5.0 |
| | | | | | | |

**Slowest Average:** **3.6**

**Figure A-4**

BSK ASSOCIATES
700 22nd Street
Bakersfield, CA 93301
Ph: (661) 327-0671
Fax: (661) 324-4218

# Percolation Test

**Project Name:** McFarland WWTP Additional Percolations
**Tested By:** V. Simental/Y. Xu
**Project Number:** G21-192-11B
**Test Date:** 6/10/2021
**Test Hole No:** PT-2
**Depth of Test Hole:** 3 feet
**Time Presaturation:** 24 hours
**Diameter of Test Hole:** 4 inch
**Soil Description:** Silty Sand

| Initial Time $T_1$ | Depth of Water $d_1$, (Inch) | Final Time $T_2$ | Final Depth $d_2$ (inch) | Time Interval ΔT (min) | Change in Depth Δd (inch) | Percolation Rate ΔT/dΔ (min/inch) |
|---|---|---|---|---|---|---|
| 15:00 | 14.5 | 15:10 | 13.5 | 10:00 | 1 | 10.0 |
| 15:10 | 13.5 | 15:20 | 12 | 10:00 | 1.5 | 6.7 |
| 15:20 | 12 | 15:30 | 10.5 | 10:00 | 1.5 | 6.7 |
| 15:30 | 10.5 | 15:40 | 9.25 | 10:00 | 1.25 | 8.0 |
| 15:40 | 9.25 | 15:50 | 8 | 10:00 | 1.25 | 8.0 |
| 15:50 | 8 | 16:00 | 7 | 10:00 | 1 | 10.0 |
| 16:00 | 7 | 16:10 | 6 | 10:00 | 1 | 10.0 |
| 16:10 | 6 | 16:20 | 5 | 10:00 | 1 | 10.0 |
| 16:20 | 5 | 16:30 | 4.25 | 10:00 | 0.75 | 13.3 |
| 16:30 | 4.25 | 16:40 | 3.5 | 10:00 | 0.75 | 13.3 |
| 16:40 | 3.5 | 16:50 | 2.75 | 10:00 | 0.75 | 13.3 |
| 16:50 | 2.75 | 17:00 | 2 | 10:00 | 0.75 | 13.3 |
| 17:00 | 2 | 17:10 | 1.5 | 10:00 | 0.5 | 20.0 |
| | | | | | | |
| 17:10 | 13.25 | 17:20 | 12.5 | 10:00 | 0.75 | 13.3 |
| 17:20 | 12.5 | 17:30 | 10.8 | 10:00 | 1.7 | 5.9 |
| 17:30 | 10.8 | 17:40 | 9.5 | 10:00 | 1.3 | 7.7 |
| 17:40 | 9.5 | 17:50 | 8.25 | 10:00 | 1.25 | 8.0 |
| 17:50 | 8.25 | 18:00 | 7 | 10:00 | 1.25 | 8.0 |
| 18:00 | 7 | 18:10 | 6 | 10:00 | 1 | 10.0 |
| 18:10 | 6 | 18:20 | 5 | 10:00 | 1 | 10.0 |
| 18:20 | 5 | 18:30 | 4.3 | 10:00 | 0.7 | 14.3 |
| 18:30 | 4.3 | 18:40 | 3.2 | 10:00 | 1.1 | 9.1 |
| 18:40 | 3.2 | 18:50 | 2.75 | 10:00 | 0.45 | 22.2 |
| 18:50 | 2.75 | 19:00 | 2 | 10:00 | 0.75 | 13.3 |
| 19:00 | 2 | 19:10 | 1.25 | 10:00 | 0.75 | 13.3 |

**Slowest Average:** **11.3**

**Figure A-5**

BSK ASSOCIATES

700 22nd Street
Bakersfield, CA 93301
Ph: (661) 327-0671
Fax: (661) 324-4218

# Percolation Test

**Project Name:** McFarland WWTP Additional Percolations
**Tested By:** V. Simental/Y. Xu
**Project Number:** G21-192-11B
**Test Date:** 6/10/2021
**Test Hole No:** PT-3
**Depth of Test Hole:** 5 feet
**Time Presaturation:** 24 hours
**Diameter of Test Hole:** 4 inch
**Soil Description:** Silty Sand

| Initial Time $T_1$ | Depth of Water $d_1$, (Inch) | Final Time $T_2$ | Final Depth $d_2$ (inch) | Time Interval ΔT (min) | Change in Depth Δd (inch) | Percolation Rate ΔT/dΔ (min/inch) |
|---|---|---|---|---|---|---|
| 11:10 | 12.5 | 11:12 | 10 | 02:00 | 2.5 | 0.8 |
| 11:12 | 10 | 11:14 | 8 | 02:00 | 2 | 1.0 |
| 11:14 | 8 | 11:16 | 6.25 | 02:00 | 1.75 | 1.1 |
| 11:16 | 6.25 | 11:18 | 4.75 | 02:00 | 1.5 | 1.3 |
| 11:18 | 4.75 | 11:20 | 3.5 | 02:00 | 1.25 | 1.6 |
| 11:20 | 3.5 | 11:22 | 2.5 | 02:00 | 1 | 2.0 |
| 11:22 | 2.5 | 11:24 | 1.5 | 02:00 | 1 | 2.0 |
| | | | | | | |
| 11:25 | 14 | 11:27 | 11.5 | 02:00 | 2.5 | 0.8 |
| 11:27 | 11.5 | 11:29 | 9 | 02:00 | 2.5 | 0.8 |
| 11:29 | 9 | 11:31 | 7.25 | 02:00 | 1.75 | 1.1 |
| 11:31 | 7.25 | 11:33 | 5.6 | 02:00 | 1.65 | 1.2 |
| 11:33 | 5.6 | 11:35 | 4.25 | 02:00 | 1.35 | 1.5 |
| 11:35 | 4.25 | 11:37 | 3 | 02:00 | 1.25 | 1.6 |
| 11:37 | 3 | 11:39 | 2 | 02:00 | 1 | 2.0 |
| 11:39 | 2 | 11:41 | 1 | 02:00 | 1 | 2.0 |
| | | | | | | |
| 11:45 | 13.5 | 11:47 | 10.5 | 02:00 | 3 | 0.7 |
| 11:47 | 10.5 | 11:49 | 8 | 02:00 | 2.5 | 0.8 |
| 11:49 | 8 | 11:51 | 6.25 | 02:00 | 1.75 | 1.1 |
| 11:51 | 6.25 | 11:53 | 5 | 02:00 | 1.25 | 1.6 |
| 11:53 | 5 | 11:55 | 3.5 | 02:00 | 1.5 | 1.3 |
| 11:55 | 3.5 | 11:57 | 2.5 | 02:00 | 1 | 2.0 |
| 11:57 | 2.5 | 11:59 | 1.5 | 02:00 | 1 | 2.0 |

**Slowest Average:** **1.4**

**Figure A-6**

**MEMORANDUM**
**CITY OF MCFARLAND**

**TO:** Mayor and City Council

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

**DATE:** July 22, 2021

**SUBJECT:** Regional Surface Transportation Program (RSTP) Application

**SUMMARY:** On March 18, 2021, the Kern Council of Government (KCOG) Board of Directors approved a Regional Surface Transportation Program (RSTP) call for projects. The RSTP program can be used to maintain and improve the existing transportation program, expand the system for reduce congestion, and to establish programs and projects that will assist the region in reducing mobile emission and help meet federal quality standards. The RSTP Timeline and Fair Share Estimates for McFarland:

| Fiscal Year | 2022/2023 | 2023/2024 | Total |
| --- | --- | --- | --- |
| | $49,399 | $346,601 | $396,000 |

The city of McFarland will be applying for a total of $396,000 from the Regional Surface Transportation Program. The application deadline is August 12, 2021, to Kern Council of Governments. As part of the application requirements, City must submit a resolution where a commitment is made to fund and implement project as described in application, road project must have a functional classification of urban collector, or major rural collector or higher and the project must comply with the Americans with Disabilities Act (ADA) requirements.

**RECOMMENDATION:**
City staff recommends approval of the resolution authorizing the City Manager to execute and file and application with Kern COG for Regional Surface Transportation Program (RSTP) funding for Intersection improvements of W. Perkins Avenue and 3rd Street.

**FISCAL IMPACT:**
The match requirement for RSTP funding is 11.47%, approximately a total of $51,307. The match source being SB1 funding FY 2022/2023 and FY 2023/2024.

**ATTACHMENTS:**
1. Resolution
2. Project Map
3. Vicinity Map
4. City of McFarland Roadway Segments

**Resolution No. 2021-0046**
**A Resolution of the City Council of the City of McFarland Authorizing the filing of an application for Regional Surface Transportation Program (RSTP) funding and committing the necessary match and stating the assurance to complete the project**

**WHEREAS**, the City of McFarland (herein referred to as APPLICANT) is submitting an application to the Kern Council of Governments (Kern COG) for $396,000 in funding from the Regional Surface Transportation Program for the Intersection of W. Perkins Avenue and 3rd Street Pedestrian Improvement (herein referred to as PROJECT); and

**WHEREAS,** the APPLICANT has the financial capacity to complete, operate and maintain the project; and

**WHEREAS,** the APPLICANT will ensure that funds required from other sources will be reasonably expected to be available on the time frame needed to carry out the project; and

**WHEREAS,** the APPLICANT is authorized to execute and file an application for funding the PROJECT under the Regional Surface Transportation Program (RSTP); and

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

1. APPLICANT will provide $51,307 in state SB1 matching funds; and
2. APPLICANT understands that the Regional Surface Transportation Program funding for the project is fixed at the approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional Regional Surface Transportation Program funding; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the FTIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in the program; and

APPLICANT authorizes its City Manager or designee to execute and file an application with Kern COG for Regional Surface Transportation Program funding for the PROJECT as referenced in this resolution.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of the City of McFarland at a meeting held on Thursday, July 22, 2021, moved by Councilmember _____ and seconded by Councilmember __________, duly adopted and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________

Sally Gonzalez., Mayor

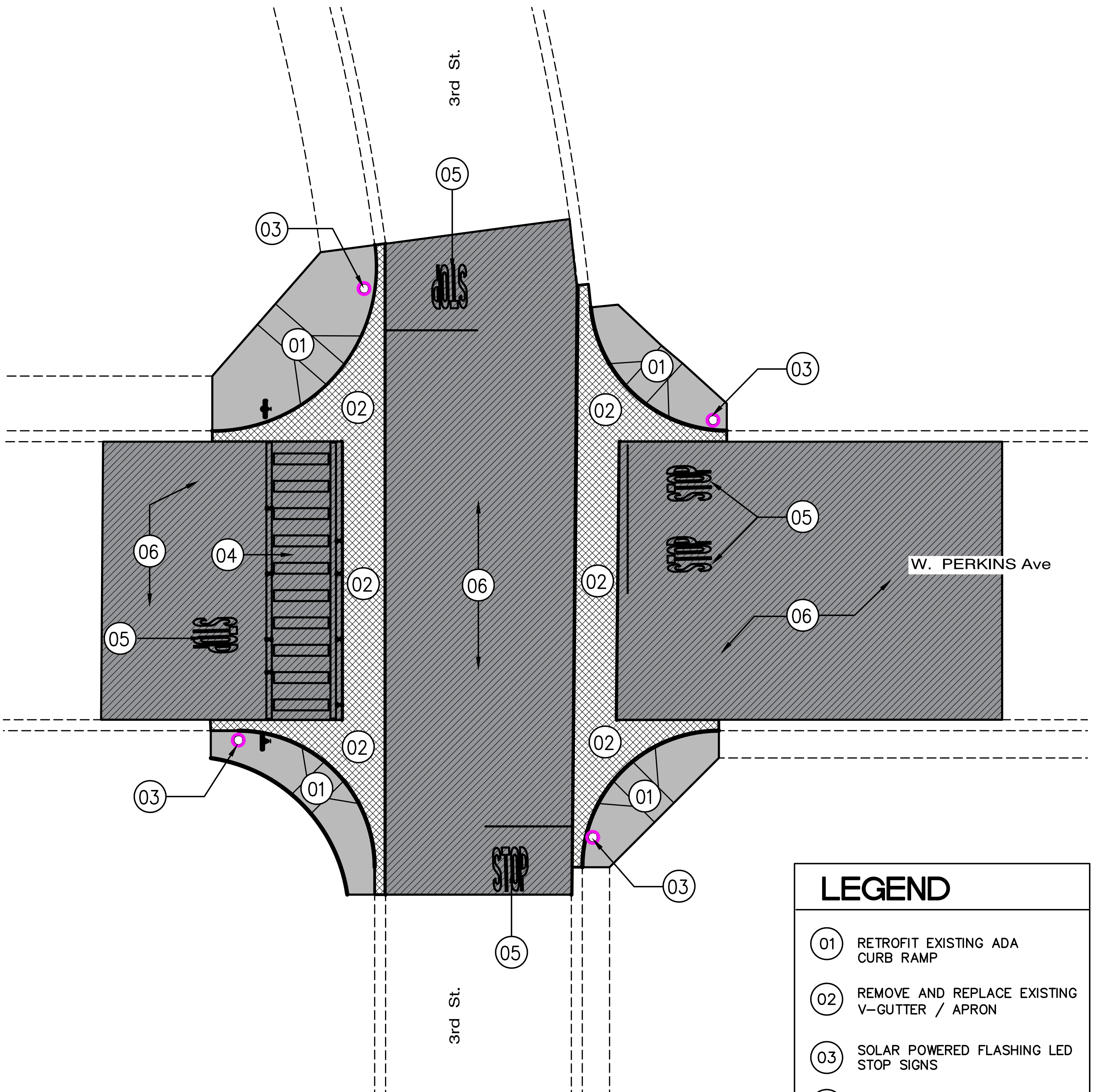
ATTEST:

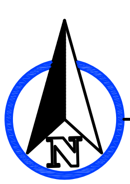
____________________________

Francisca Alvarado, City Clerk

# 2021 RSTP CALL FOR PROJECTS

## W. PERKINS AVE AND 3RD ST. - INTERSECTION IMPROVEMENTS




PROJECT LOCATION MAP

Not to Scale

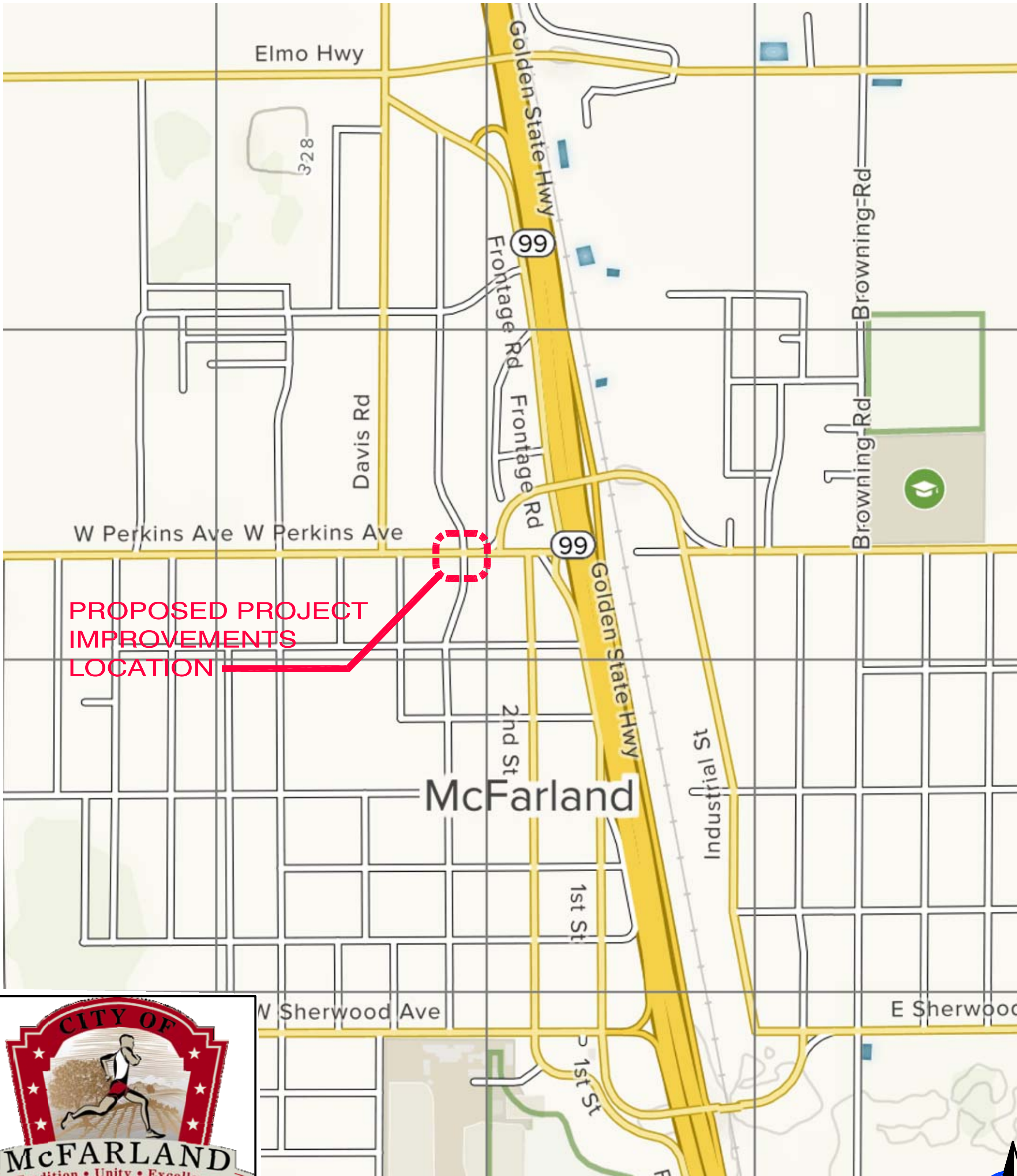
### LEGEND

| | |
|---|---|
| 01 | RETROFIT EXISTING ADA CURB RAMP |
| 02 | REMOVE AND REPLACE EXISTING V–GUTTER / APRON |
| 03 | SOLAR POWERED FLASHING LED STOP SIGNS |
| 04 | SOLAR POWERED IN–ROADWAY WARNING LIGHT CROSSWALK SYSTEM |
| 05 | PAVEMENT MARKINGS– STRIPING |
| 06 | REMOVE AND REPLACE EXISTING ASPHALT PAVING |

| SHEET | | | | JOB NO. |
|---|---|---|---|---|
| 2 | CITY OF McFARLAND<br>KERN COUNTY, CALIFORNIA<br>2021 RSTP CALL FOR PROJECTS | BHT ENGINEERING, INC.<br>218 S. H ST STE. 201, BAKERSFIELD, CA 93304<br>PHONE: (661) 558-4641 | DATE: 07-13-2021<br>SCALE: AS-SHOWN<br>DRAWN BY: MPH | 21603 |

# 2021 RSTP CALL FOR PROJECTS

## W. PERKINS AVE AND 3RD ST. - INTERSECTION IMPROVEMENTS




VICINITY MAP

| SHEET | CITY OF McFARLAND<br>KERN COUNTY, CALIFORNIA<br>2021 RSTP CALL FOR PROJECTS | BHT ENGINEERING, INC.<br>218 S. H ST STE. 201, BAKERSFIELD, CA 93304<br>PHONE: (661) 558-4641 | DATE: 07-13-2021<br>SCALE: AS-SHOWN<br>DRAWN BY: MPH | JOB NO. |
|---|---|---|---|---|
| 1 | | | | 21603 |

In McFarland, there was no traffic volume data available. To combat this lack of data, average daily traffic (ADT) counts were collected for some roadway segments. Because of this limited traffic volume data only certain roadway segments with recorded volumes could have crash rates calculated. These roadway segments are identified in the Figure 11. The roadway classifications for each segment with ADT were found in the *Complete Street 2035* Circulation Element for the City of McFarland.


*Figure 11. Analyzed Roadway Segments*

The top 20 segments from each ranking list were pulled for comparison (Appendix E). While assessing these three criteria against each other it was easy to see that there was overlap between total collisions and total cost which was expected. Overall the top 10 segments were selected from the crash cost list. The decision to focus on the total cost rather than total collisions was to ensure that the most severe collisions were being included in the final analysis of benefit cost ratios. Also,

# MEMORANDUM
# CITY OF MCFARLAND

**TO:** Honorable Mayor and City Council Members

**FROM:** Larry A Ronk III, Acting Community Development Director

**DATE:** July 22, 2021

**SUBJECT:** Report and Possible Approval; Awarding of a contract with Cannon for conducting City Sewer Improvement Standard Update for the City of McFarland.

**RECOMMENDATION:**
Staff recommends the City of McFarland City Council award the contract to Cannon, in the amount of $20,886.00 for the City Sewer Improvement Standard Update for the City of McFarland.

**BACKGROUND:**
In November 2020, the City received a Local Early Action Planning (LEAP) grant for improving planning infrastructure for future development. Through this grant, the City of McFarland is wanting to update our Water Improvement Standards for all future development that will be developed within the City. This grant allows for cities to create future planning of infrastructure for water, sewer, transit, roads, or other public facilities necessary to support new housing and new residents. The grant total awarded was in the amount of $65,000.00 and the deadline is 6/30/2024.

The City, after advertising a Request for Qualifications, received one (1) bids which are as follows:

| Bidder's Name | Total Bid |
|---|---|
| Cannon | $20,866.00 |
| | |

On the deadline for the bids, the City only received one bid to conduct this update. Through approval of the representative from the Local Early Action Planning Grant, we are given permission to award the project to Cannon. Cannon serves as the current wastewater City Engineer and meets all qualifications.

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

**FISCAL IMPACT:**
Local Early Action Planning Grant 100% funding.

**Attachments:**
Cannon Proposal
Agreement

City of

# McFarland

## Proposal to
## Update City Sewer Improvement Standards

**Cannon**

**Reliable Responsive Solutions**

# Table of Contents




Larry Ronk III, PE
Acting Community Development Director
City of McFarland City Hall
401 W. Kern Avenue
McFarland, CA 93250

June 21, 2021

## Subject: Proposal to Update City Sewer Improvement Standards

Dear Mr. Ronk:

The City of McFarland (City) has been experiencing steady development demands over the last 10 years. As one of the fastest growing communities in Kern County, the City has been promoting responsible development in the region and addressing aging infrastructure. The previous version of McFarland development standards appears to be in 2004, and the City wishes to update the Water and Sewer Standards for current code conditions and current industry standards. The City is seeking an engineering consultant to provide standard drawings and specifications for water and sewer infrastructure facilities. The City may also decide to update stormwater standards at a later date. Updated drawings and specifications will allow the City to more efficiently circulate a standard for the developers looking to build in the City.

The consultant selected to carry out this important project should be a local firm with demonstrated familiarity with the City's infrastructure and communication strategies. Additionally, the selected firm should have extensive experience with sewer and water resources projects, wastewater, potable water, and stormwater infrastructure.

Cannon's local Bakersfield office is only 26 miles from the City of McFarland City Hall. We have provided water, wastewater, structural, electrical, surveying, and instrumentation and automation engineering to public agencies in Kern County as well as the larger Southern California and Central Coast Regions. We look forward to continuing our relationship with the City of McFarland by providing civil engineering services to improve City facilities.

We have experience creating and upgrading municipality standard drawings and specifications, and we recently provided similar drawings for the City's phased wastewater treatment plant systems project.

We have also provided operations and maintenance services for development projects that have included the use of several municipalities' existing standards. Moreover, members of our proposed team are currently developing standard water drawings and specifications for the Cities of Manhattan Beach and Beverly Hills as well as Santa Ynez Community Services District.

With a history dating to 1976, Cannon has the experience and personnel to make this project a resounding success. We look forward to working with the City on this project.

Sincerely,

Amando Garza, PE
4540 California Ave., Suite 550
Bakersfield, CA 93309
☎ 661.616.6219 🗎 805.503.3863

Larry Kraemer, PE
4540 California Ave., Suite 550
Bakersfield, CA 93309
☎ 805.503.4542 🗎 805.503.4446

***Required Statements:***

As Director of Public Infrastructure for Cannon, Larry Kraemer, PE is authorized to bind the firm.

**Business Licensing:**

CA DIR ID: 1000001861

California Business License: C1475706

Cannon will not have past, ongoing, or potential conflicts of interest as a result of performing the work on this project.

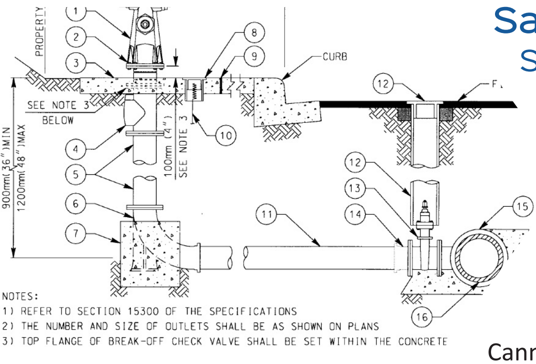
Upon award, Cannon acknowledges responsibility of the City's contract.

**Cannon Water, Sanitary Sewer, and Storm Sewer Services Performed for Southern and Central California Municipalities**

Cannon has a successful history of providing water, sanitary sewer, and storm sewer engineering services, including standard drawings and specifications, for various Southern and Central California municipalities. The success of these projects has resulted from our deep understanding of these California regions and their water resource needs. The following table lists counties, cities, and communities for which we have completed these types of projects, detailing the nature of water resources services provided for each municipality.

| Municipality | Water Details | Water Specifications | Sewer Details | Sewer Specifications | Storm Sewer Details | Storm Sewer Specifications |
|---|---|---|---|---|---|---|
| City of McFarland | ✓ | ✓ | ✓ | ✓ | | |
| County of Kern | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Bakersfield | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Lost Hills Utility District | ✓ | ✓ | ✓ | ✓ | | |
| Santa Ynez Community Services District | | | ✓ | ✓ | | |
| Santa Monica | ✓ | ✓ | | | ✓ | ✓ |
| City of Beverly Hills | ✓ | ✓ | ✓ | ✓ | | |
| City of Manhattan Beach | ✓ | ✓ | | | | |
| City of Glendale | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of South Pasadena | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Lynwood | ✓ | ✓ | | | ✓ | ✓ |
| Los Angeles County Waterworks District | ✓ | ✓ | | | | |
| Los Angeles County Sewer Maintenance District | | | ✓ | ✓ | | |
| Ventura County Waterworks District No. 8 | ✓ | ✓ | | | | |
| County of Santa Barbara | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Santa Maria | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| County of San Luis Obispo | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nipomo Community Services District | ✓ | ✓ | ✓ | ✓ | | |
| City of Arroyo Grande | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of San Luis Obispo | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Paso Robles | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

# Recent Projects




## Santa Monica Standard Plans and Specifications

### Santa Monica, California

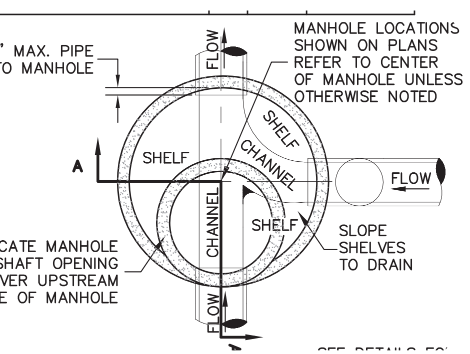
The City of Santa Monica (City) owns, manages, and operates its own water system, sewer collection system (which transports wastewater to the Hyperion Treatment Plant), and a storm water and runoff collection system (collects urban runoff and partial wet weather storms and conveys the discharge to various end-of-line BMP's) for its watershed partners, residents, thousands of businesses, and millions of annual visitors. The City needed standard drawings completed so that the civil design community in Southern California could continue to produce civil engineering features for development that met City standards during land development growth.

Cannon was selected to provide the standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Cannon met with the City's Water Resources Division and the Civil Engineering Division staff to determine the actual number of drawings and specifications to be prepared, the scope of each, and to present the first drafts of both the drawings and specifications. Preliminary drawings were prepared using the City's Civil Engineering drawing 8-1/2 x 11-inch Auto-CAD template. Preliminary specifications were prepared in MS Word using the current specification format used by the City's Civil Engineering Division.

**Client Contact/Reference**

Jessica Arden, PE, Civil Engineer for West Lake Village
2401 East Katella Ave., Ste. 450, Anaheim, CA 92806
☎ 714.978.8239 ✉ JArden@willdan.com

**Contract Amount:** $69,445
**Project Dates:** January 2013 - May 2015




## Standard Specifications Update for Santa Ynez Community Services District

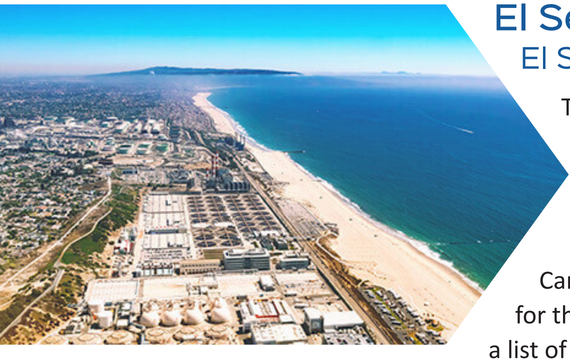
### Santa Ynez, California

Cannon has served as District Engineer for the Santa Ynez Community Services District since 2004. As part of the scope of services, Cannon updated the District's Standard Specifications, Standard Drawings, and General Conditions. The previous version dated back to the early 1980s and was not in electronic format. The update process included incorporation of information from numerous sources including Greenbook, Sewer Code, Caltrans, and nearby sister agencies and cities, and removal of ambiguous and repetitive information. The result of this effort was the creation of a new document, titled "Design and Construction Standards for Public Sewer System Improvements." This document is organized in a manner that is conducive to the public contract process. The General Conditions include Design Criteria and Plan Checking requirements. The Standard Specifications include separate sections for each type of work activity, with standard CSI formatting. Moreover, Cannon completely redrew the Standard Drawings in CAD with input from subject matter experts.

**Client Contact/Reference**

Jose Acosta, General Manager
1070 Faraday St., Santa Ynez, CA 93460
☎ 805.688.3008 ✉ jose@sycsd.com

**Contract Amount:** $337,691
**Project Dates:** July 2015 - December 2021 (estimated)



## El Segundo Standard Drawings and Atlas Maps

### El Segundo, California

The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency.

Cannon was selected to provide standard drawings and atlas maps for the City. Cannon approached the project by providing the City with a list of proposed standard drawings and an approved materials list for the City's review and comments. The updated and revised standard drawings were based on City's and other agencies' standards for drawings. The drawings were provided as a PDF, and the approved materials list was provided in an excel format with industry standard-accepted materials as a basis. Cannon orchestrated review meetings and incorporated comments at 10%, %50, 90%, and 100% completion. Upon review and approval, Cannon addressed comments and provided the final 100% version.

**Client Contact/Reference**
Anthony Esparza, Water Division Supervisor
400 Lomita Street, El Segundo, CA 90245
☎ 310.524.2746 ✉ aesparza@elsegundo.org

**Contract Amount:** $24,500
**Project Dates:** May 2019 - August 2020

## Water Main Replacements

### Various Locations, Beverly Hills, California

The City of Beverly Hills (City) had plans to replace existing aging water distribution mains ranging from 6-in to 16-inches cast iron (CI) and steel pipe. The City selected Cannon to provide complete design, engineering and construction support services for multiple pipeline lengths. Cannon's scope of work involved design and prepared calculations, plan and profile drawings for 32,185 feet of water main, and valve closure plans. This included tie-in connections and necessary related appurtenances; water meters and laterals, air/vacuum release valve assemblies, blow-off/manual drain assemblies, and fire hydrant assemblies.

**Client Contact/Reference**
Dr. Derek Nyguyen, PE, Project Manager
345 Foothills Road, Beverly Hills, CA 90210
☎ 310.285.2473 ✉ dnguyen@beverlyhills.org

**Contract Amount:** $410,893
**Project Dates:** February 2019 - June 2022 (estimated)


## Water Main Replacements

### Manhattan Beach, California

The City of Manhattan Beach wanted to improve its existing water system infrastructure by replacing aging and undersized water mains. In addition, the City planned to install six 2-inch blow off valves and one fire hydrant. The City selected Cannon to provide project management, coordination, investigations, preliminary engineering services, and engineering design services. Cannon also provided construction plans and specifications, as-built and record drawings, and construction phase support services. The scope of services included scheduling, controlling, and correspondence between the City and utility agencies. The scope also included utility research and verification, topographic survey, record drawings and specifications, construction plans, Opinion of Construction Cost (OCC), and construction survey.

**Client Contact/Reference**
Edward Kao, Senior Civil Engineer
1400 Highland Avenue, Manhattan Beach, CA 90266
☎ 310.802.5358 ✉ ekao@citymb.info

**Contract Amount:** $131,503
**Project Dates:** June 2013 - July 2017

# Professional Errors and Omissions Coverage

Please see our Professional Liability Coverage in the following document in the amount of $2,000,000.

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675
License#: 0020739

CONTACT NAME:
PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193
E-MAIL ADDRESS: certificates@dealeyrenton.com

INSURED CANNCOR-02
Cannon Corporation
1050 Southwood Drive
San Luis Obispo CA 93401

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Insurance Company | 35289 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : HARTFORD INSURANCE COMPANY | 38288 |
| INSURER D : American Casualty Company of Reading, | 20427 |
| INSURER E : Beazley Insurance Company Inc | 37540 |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 98814481 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | Y | 6079204724 | 9/1/2020 | 9/1/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $ 15,000 |
| | Included | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| D | AUTOMOBILE LIABILITY | Y | Y | 6079209373 | 9/1/2020 | 9/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY; SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | Y | Y | 6079210751 | 9/1/2020 | 9/1/2021 | EACH OCCURRENCE | $ 9,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 9,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | Y | 57WEOL6H1H | 9/1/2020 | 9/1/2021 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Professional Liability | | | V27737190102 | 9/1/2020 | 9/1/2021 | Limit<br>Aggregate | $2,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
For Informational Purposes Only!!!

Carrier AM Best Ratings:
American Casualty Company of Reading PA - A (Excellent)
Transportation Insurance Company - A (Excellent)
Continental Insurance Company - A (Excellent)
Hartford Fire Ins Co.- A+ (Superior)
See Attached...

**CERTIFICATE HOLDER**

***SAMPLE***

**CANCELLATION** 30 Day Notice of Cancellation

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE
Christine Suar



ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

## WHY CANNON?

**45+** Professional Engineers

**12** Years serving as Wastewater Engineer to the City

**10+** Wastewater development reviews for the City

**100+** Years of combined design experience

Having prepared design plans and specifications for a myriad of water, sanitary sewer, and storm sewer projects, our team brings extensive experience with pump station design; flow analysis; review of upstream and downstream facilities; and experience preparing high-quality design drawings, specifications, and preliminary engineering reports for water, sanitary sewer, and storm sewer projects.

### Our Project Manager, Amando Garza, has served as the City of McFarland's Project Manager/Wastewater Engineer for the past nine years.

Various services he has provided or managed have included water and nitrogen balances, irrigation system design, a groundwater impact analysis, plans and specification preparation, collection system upgrades, facility master planning, regulatory compliance, and topographic surveys.

Mr. Garza has served on the following projects for the City of McFarland:

- ***Wastewater Treatment Master Plan:*** Cannon has completed a Wastewater Facilities Master Plan for the City's 20-year growth projection. This plan included a phased approach to a facility plant expansion from 1.1 mgd to 2.5 mgd. The initial headworks design has been completed and is currently being advertised to contractors. The following design phase included a new aeration system with high efficiency blowers.
- ***Sewer System Management Plan:*** Prepared a 12-chapter management plan per the SWRCB requirements for an SSMP. This involved a schedule for CCTV and cleaning of the entire collection system. The plan included a critical Cast-In-Place pipe retrofit. A 2-year audit has been performed on the SSMP.
- ***McFarland SE Feasibility Sewer Study:*** Cannon was retained to complete a collection and treatment study for a proposed 2,000-acre General Plan Amendment. As project manager, Mr. Garza completed a preliminary draft report which quantified alternatives for centralized treatment with collections and partial treatment to an alternative new site. The analysis included the Class 4 level of engineering estimates, as with most feasibility level studies. The study also included costs for disposal including tertiary level treatment options.
- ***Wastewater Facilities, Collection System Integration, and SCADA Programming:*** Cannon was tasked with the development of a wastewater facilities integration and SCADA programming of both the wastewater plant and 3 collection system lift stations. Beginning with the headworks construction, Cannon developed the backbone system for the ultimate wastewater facility's phased expansion.
- ***Solar Array Engineering Services:*** Cannon assisted the City with plan checking of electrical facilities for a Power Purchase Agreement established with a premier solar firm that installs compete systems. The solar array is exclusively for servicing the wastewater facilities.

## Specialized knowledge of other team members:

Larry Kraemer, PE
Principal-in-Charge

- Water Resources Engineering
- Water and Sewer Modeling and Surge Analysis
- Capital Improvement Plan Coordination and Management
- Public Infrastructure Planning, Engineering, and Design
- Recycled Water Systems
- Feasibility Studies
- Trenchless Technology Design
- Quality Control and Reviews
- Multi-Agency and Utility Coordination
- Project Management and Scheduling
- Resource Coordination
- Hazard and Security Evaluations

Mike Kielborn, PE, LEED AP
Project Engineer

- Lift Station, Pump Station, Pipeline, Reservoir and Well Design and Replacement
- Horizontal Directional Drilling
- Construction Estimating and Monitoring
- Multi-Agency, Utility, and Subconsultant Coordination
- Specification Preparation
- Groundwater Conveyance and Storage Facilities Design
- Sewer Main and Storm Drain Design, and Sewer Feasibility Studies
- Grading and Drainage

Gary Roepke, PE
QA/QC Engineer and Constructability Review

- Municipal, Industrial, Commercial, & Military Facilities Involving Water Supply, Transmission and Distribution Systems
- Wastewater collection and Pumping Systems
- Drainage and Flood Control Systems

Gary Solsona, PE, QSD, CASQA
Plan Check Engineer

- Public Works Projects
- Drainage and Sewer Improvements
- ADA Design
- Project Study Reports
- Development Review Services

Eric Porkert, PE
Lead Engineer

- Water Resource & Wastewater Planning
- Water Transmission Mains, Distribution Mains, Pump Stations, Pressure Regulating Stations, Water Wells, Collection Mains, Forebays, Reservoirs, and Chloramination Treatment Facilities
- Project Management and Hydraulic Analysis for Large Municipal Water, Recycled Water, and Wastewater Facility Design

Andy Rowe, PE, LEED AP, QSD
LID/Stormwater Regulations Specialist

- Storm Drainage Design
- Low-Impact Development (LID)
- Impervious Paving Surfaces
- Bio-Swales and Filter Media
- Complete/Green Streets
- ADA Design Requirements for Sidewalk, Curb, and Transportation Projects
- Roadway Widening and Street Improvements
- LEED Consulting

*Cannon Corporation- Providing Reliable Responsive Solutions since 1976*

## Organizational Chart

Resumes for our qualified key personnel are provided on pages 11 - 18. View Section 5 to see the number of hours each team member will devote to the project.

### City of McFarland

**Amando Garza, PE, BCEE**
Project Manager
*No. 54148 - MS, Civil Engineering, University of California Los Angeles, CA*

**Gary Roepke, PE**
QA/QC Engineer and Constructibility Review
*No. 48693 - BS, Civil Engineering, Iowa State University, Ames, IA*

**Larry Kraemer, PE**
Principal-in-Charge
*No. 44813 - MS, Water Resources, California State University, Long Beach, CA*

**Eric Porkert, PE**
Lead Engineer
*No. 57562 - BS, Civil Engineering, California State University, Northridge, CA*

**Mike Kielborn, PE, LEED AP**
Project Engineer
*No. 70112 - BS, Civil Engineering, Loyola Marymount University, Los Angeles, CA*

**Gary Solsona, PE, QSD, CASQA**
Plan Check Engineer
*No. 68420 - BS, Civil Engineering, California State Polytechnic University, Pomona, CA*

**Andy Rowe, PE, LEED AP, QSD**
LID/Stormwater Regulations Specialist
*No. 75626 - BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, CA*

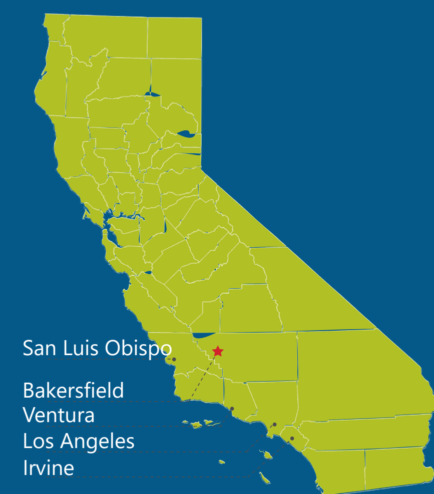
**Michelle Pittner, EIT**
Development Reviews
*BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo, CA*

### *Redundancy of Staff*

In addition to our key project team members in the orgnizational chart, Cannon is home to a comprehensive engineering design staff who are ready to commence project work immediately.

### *Cannon Office Locations*

Cannon has offices in Bakersfield, Los Angeles, Irvine, San Luis Obispo, and Ventura. Additional services for the City can be provided by Cannon staff across our offices, as well as on-site when needed.



# Amando Garza, PE, BCEE Project Manager

**Professional Registration**
- Civil Engineer, California, No. 54148
- Board Certified Environmental Engineer, California

**Education**
- Master of Science, Civil Engineering, University of California, Los Angeles, California
- Bachelor of Science, Civil Engineering, California State University, Fresno, California

**Professional Affiliations**
- California Water Environment Association
- Water Environment Federation

**Position at Cannon**
Civil Senior Principal Engineer

**Contact Information**
☎ 661.616.6219
✉ AmandoG@CannonCorp.us
805.544.3863

Mr. Garza has more than 23 years of water and wastewater design and construction management experience. His experience includes civil engineering design, Sewer System Management Plans (SSMP), wastewater treatment plants, construction management, preparation of operations manuals, grant and funding administration, and recycled water/reuse projects. Mr. Garza is familiar with state, federal, and environmental compliance and has served as Project Manager for municipal governments across California.

**Wastewater Engineer, City of McFarland, California:** Cannon was selected to be an on-call municipal wastewater engineer for the City of McFarland for a three-year term. Mr. Garza serves as the City's Project Manager/Wastewater Engineer. Various services have included water and nitrogen balances, irrigation system design, a groundwater impact analysis, plans and specification preparation, collection system upgrades, facility master planning, regulatory compliance, and topographic surveys. Specific projects have included:

- *Wastewater Treatment Master Plan:* Cannon has completed a Wastewater Facilities Master Plan for the City's 20-year growth projection. This plan included a phased approach to a facility plant expansion from 1.1 mgd to 2.5 mgd. The initial headworks design has been completed and is currently being advertised to contractors. The following design phase included a new aeration system with high efficiency blowers.
- *Sewer System Management Plan:* Prepared a 12-chapter management plan per the SWRCB requirements for an SSMP. This involved a schedule for CCTV and cleaning of the entire collection system. The plan included a critical Cast-In-Place pipe retrofit. A 2-year audit has been performed on the SSMP.
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- *Wastewater Facilities, Collection System Integration, and SCADA Programming:* Cannon was tasked with the development of a wastewater facilities integration and SCADA programming of both the wastewater plant and 3 collection system lift stations. Beginning with the headworks construction, Cannon developed the backbone system for the ultimate wastewater facility's phased expansion.
- *Solar Array Engineering Services:* Cannon assisted the City with plan checking of electrical facilities for a Power Purchase Agreement established with a premier solar firm that installs compete systems. The solar array is exclusively for servicing the wastewater facilities.

# Larry P. Kraemer, PE Principal-in-Charge

**Professional Registration**

- Registered Civil Engineer, California, No. 44813

**Education**

- Master of Science, Civil Engineering, Water Resources, California State University, Long Beach, California
- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, California
- Certified Master Modeler in Haestad Methods, WaterCad, StormCad, Pondpack software
- HEC-HMS CEU from American Society of Civil Engineers
- (ASCE) Certified Training Institute
- PSMJ Project Management Training
- University of California, Irvine (Extension), Project Management Training
- California Water Association – SSO – WDR Compliance Training

**Position at Cannon**

Director, Public Infrastructure / Secretary

**Contact Information**

☎ 805.503.4542
✉ LarryK@CannonCorp.us
🖹 805.544.4445

Since 1986, Mr. Kraemer has garnered extensive civil engineering experience throughout Central and Southern California. He has served as a senior engineer for complex civil engineering projects involving hydrologic, hydraulic and drainage analysis; flood control; groundwater management; and railroad, highway, and river crossings. His diverse experience includes coordination with multiple stakeholders and public agencies, including Caltrans. Relevant experience includes the following:

**El Segundo Standard Drawings and Atlas Maps El Segundo, California:** The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency. Cannon was selected to provide standard drawings and atlas maps for the City. Mr. Kraemer served as Principal-in-Charge.

**Santa Monica Standard Plans and Specifications, Santa Monica, California:** The City of Santa Monica owns, manages, and operates its own water system, sewer collection system, and a storm water and runoff collection system for its watershed partners, residents, thousands of businesses, and millions of annual visitors. Cannon was selected to provide standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Mr. Kraemer served as Principal-in-Charge.

## Select Project Experience Summary:

**Mr. Kraemer has served as Project Manager, Principal-in-Charge, or District Engineer on the following projects:**

- Hydrologic, Hydraulic, and Drainage Analysis at Diablo Canyon Power Plant, Avila Beach, California
- Design and Construction Management for Water Main Replacements, Santa Monica, California
- Calleguas-Las Virgenes Municipal Water District Interconnection Project, West Lake Village, California
- On-Call Utilities Engineer, Lost Hills, California
- Buena Vista Aquatic Recreation Area Wastewater Treatment Plant Rehabilitation, Kern County, California
- Sanitary Sewer Management Plan, City of Bell, California
- Santa Monica Water Main Replacement, Santa Monica, California
- Water Main Replacement, Various Locations, Beverly Hills, California
- 2013-2014 Water Main Replacement, Manhattan Beach, California
- Standard Specifications Update, Santa Ynez Community Services District, Santa Ynez, California
- Avenue I & 87th Street Utility Site, Los Angeles County Waterworks District No. 40, Lancaster, California
- Storm Sewer Realignment Improvements, Plan and Profile, SpaceX, Hawthorne, California

# Gary Roepke, PE QA/QC Engineer and Constructability Review

**Professional Registration**

- Registered Civil Engineer, California, No. 48693

**Education**

- Bachelor of Science, Civil Engineering, Iowa State University, Ames, Iowa

**Professional Affiliations**

- Association of Water Agencies of Ventura County American Water Works Association
- Southern California Water Utilities Association
- City and County Engineers Association

**Position at Cannon**

Civil Senior Principal Engineer

**Contact Information**

☎ 310.382.5129
✉ GaryR@CannonCorp.us
805.544.3863

Mr. Roepke has more than 40 years of professional experience in a wide variety of civil engineering projects. He has been the project manager for water treatment, design of site development projects for municipal, industrial, commercial, and military facilities involving water treatment, water supply, transmission, and distribution systems; drainage and flood control systems; wastewater collection and pumping systems; and construction administration, inspection, and start-up including master planning, preparation of reports and studies. These projects have consisted of new construction and upgrades to existing facilities. He has processed permits through the California State Water Resources Control Board's Division of Drinking Water, (formerly California Department of Public Health) and the California Regional Water Control Board.

**City of Santa Monica Olympic Water Transmission Main, Santa Monica, California:** The purpose of the Olympic Water Transmission Main Replacement Project and Charnock Water Transmission Main Extension Project is to install transmission mains at each site for the purpose of transporting pumped raw water from these wells to the Arcadia Water Treatment Plant (AWTP) for treatment and finished water distribution. This pipeline will consist of approximately 5,000 linear feet (LF) of new 16-inch, ductile iron pipe (DIP) main. It will connect existing Well #4, existing Well #8, and re-drilled Well #9 to the AWTP (no well work is part of this project). The estimated max flow rate in the transmission main is 2,000 GPM. An additional 500 LF and 200 LF of 12-inch main will need to be designed for the Well #8 and Well #9 sites to connect these wells to the existing transmission mains in the area. Cannon is currently providing civil engineering services for design of this main expansion project. Mr. Roepke is the project manager on the project.

## Select Project Experience Summary:

**Mr. Roepke has served as Project Manager, QA/QC Engineer, or Project Engineer on the following projects:**

- Calleguas-Las Virgenes Municipal Water District Interconnection Project, Calabasas, California
- Seaside Force Main Project, Ventura, California
- Suburban Water Systems Plant 209 – Engineering Design Services, Covina, California
- Construction Management Well 2 Quality Control Inspection Services, La Crescenta, California
- Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, California
- Shadow Pines Wastewater Lift Station, Santa Clarita, California
- Glorietta Pump Station Valving Upgrade Project, Glendale, California
- Well No. 25 Booster Pump Replacement, South Gate, California
- Pumping Facilities for Extraction Well No. 19, Compton, California
- Pump Stations Upgrades, Ventura, California
- Pumping Station and Reservoir Improvements, Glendale, California
- Pump Station Improvements, Palmdale, California
- Pump Station Modifications, Southern California Water Company, Region III, California
- Water Well Design WT0025, Tulare, California
- Water Main Replacement, Various Locations, Beverly Hills, California

# Eric Porkert, PE  Lead Engineer

**Professional Registration**

- Registered Civil Engineer, California, No. 57562

**Education**

- Bachelor of Science, Engineering, California State University, Northridge, California

**Professional Affiliations**

- American Water Works Association (AWWA)
- American Society of Civil Engineers (ASCE)
- Southern California Water Utilities Association (SCWUA)
- Association of Water Agencies of Ventura County (AWAVC)

**Position at Cannon**

Civil Senior Principal Engineer / General Manager

**Contact Information**

☎ 310.664.5121
✉ EricP@CannonCorp.us
🖹 310.382.5161

Since 1991, Mr. Porkert has developed professional engineering experience in both the public infrastructure and private development sectors. Specializing in water resource and wastewater planning, Mr. Porkert brings a long, successful history of designing major water transmission mains, water mains, pump stations, potable reservoirs, pressure regulating stations, water wells, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination. He directs project management and hydraulic analysis for large municipal water, recycled water, and wastewater facility design. Mr. Porkert's project experience includes designing energy-efficient water systems by adding off-peak equalizing storage. He has provided design for increased reservoir volume capacity by properly sizing water mains for efficient flow during off-peak pumping flows, and by increasing pump station flow capacity when feasible. Mr. Porkert is proficient at managing and solving challenging project obstacles. He is experienced in representing public agencies and serving as a liaison between owners, contractors, and subconsultants.

**El Segundo Standard Drawings and Atlas Maps El Segundo, California:** The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency. Cannon was selected to provide standard drawings and atlas maps for the City. Mr. Porkert served as Project Manager.

## Select Project Experience Summary:

**Mr. Porkert has served as Project Manager, QA/QC Engineer, Project Engineer, or Principal-in-Charge on the following projects:**

- Water Main Replacement, Various Locations, Beverly Hills, California
- K-8 Division Dual Pressure Zone Pump Station, Lancaster, California
- Elizabeth Lake Road 25th Street West Pump Station, Palmdale, California
- Shadow Pines Wastewater Lift Station, Santa Clarita, California
- Pump Station Upgrades, San Buenaventura, California
- M7W Well 4-66 and Pump Station Modifications, Lancaster, California
- Big Sky Ranch Pump Stations, Simi Valley, California
- Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California
- Ritter Ranch Pump Stations, Palmdale, California
- Golf Course Well No. 7, Ventura, California
- Mound Well Nos. 2 and 3, Ventura, California
- Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California
- West Simi Valley Recyled Water Project, Ventura County Water Works District, Simi Valley, California
- Ritter Ranch Development Pump Stations, Palmdale, California

# Mike Kielborn, PE, LEED AP Project Engineer

**Professional Registration**

- Registered Civil Engineer, California, No. 70112
- LEED Accredited Professional
- Certified Horizontal Directional Drilling (HDD) Inspector

**Education**

- Bachelor of Science, Civil Engineering, Loyola Marymount University, Los Angeles, California

**Professional Affiliations**

- Association of Water Agencies of Ventura County
- American Public Works Association
- American Water Works Association

**Position at Cannon**

Civil Senior Principal Engineer

**Contact Information**

☎ 310.382.5124
✉ MikeK@CannonCorp.us
🖹 310.382.5164

Mr. Kielborn specializes in water and wastewater management planning; water supply, storage, and distribution; and sewer system engineering. Since 1999, Mr. Kielborn has provided construction management/inspection services, primarily working in underground utility construction and infrastructure design. Since 2003, he has served as Project Manager for improvements to water supply and wastewater systems for numerous reservoirs, pump stations, wells, surge tanks, major water transmission mains, and trunk sewers. Mr. Kielborn is a certified Horizontal Directional Drilling Inspector. He has effectively translated his knowledge of construction practices into creating facility designs that are more efficiently constructible. Mr. Kielborn has developed excellent project management, cost estimation, in-field engineering management, inspection, coordination, and scheduling abilities for multi-million-dollar projects.

**Standard Specifications Update, Santa Ynez Community Services District, Santa Ynez, California**: Cannon has served as District Engineer for the Santa Ynez Community Services District since 2004. As part of the scope of services, Cannon updated the District's Standard Specifications, Standard Drawings, and General Conditions. The previous version dated back to the early 1980s and was not in electronic format. The update process included incorporation of information from numerous sources including Greenbook, Sewer Code, Caltrans, and nearby sister agencies and cities, and removal of ambiguous and repetitive information. Mr. Kielborn served as Project Manager.

## Select Project Experience Summary:

**Mr. Kielborn has served as Project Manager, QA/QC Engineer, or Project Engineer on the following projects:**

- San Juan Water Main Replacement and Street Reconstruction Project, Fullerton, California
- Seaside Force Main Project, Ventura, California
- Sewer System Replacement Project, Norwalk, California
- Huntington Drive Sewer Capacity Improvements, Arcadia, California
- K-8 Division Dual Pressure Zone Pump Station, Lancaster, California
- Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California
- Elizabeth Lake Road Trunk Sewer, Section 2, Anaverde Development, Palmdale, California
- Vintage Communities Sewage Lift Station, Malibu, California
- Preliminary Design Report – Sewer Collection System, Paso Robles, California
- Golden Valley Road Sewage Lift Station, Santa Clarita, California
- Salinas Dam Booster Pump Station – Engineering and Construction Engineering, San Luis Obispo, California
- On-Call Utilities Engineer, Lost Hills, California
- Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, California
- Ventura Street Water Main Replacement, Ojai, California
- Norswing Water Main Replacement, Oceano, California
- Groves Booster Pump Station, Golden State Water Company, Orcutt, California

# Gary Solsona, PE, QSD, CASQA Plan Check Engineer

**Professional Registration**
- Civil Engineer, California, No. 68420
- Qualified SWPPP Developer – Practitioner #234666

**Education**
- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona, California

**Professional Affiliations**
- Member – ASCE and APWA
- Past Board Member – Filipino American Society of Architects and Engineers

**Position at Cannon**
Public Works Manager

**Contact Information**
☎ 949.777.1580
✉ GaryS@CannonCorp.us
🗎 310.382.5164

Mr. Solsona is a Registered Civil Engineer with more than 19 years of experience managing and designing a wide range of public works projects consisting of roadway improvements, drainage, sewer, ADA design, sound wall and retaining wall design projects as well as preparation of Project Study Reports. Mr. Solsona is a recognized expert in ADA design and has provided ADA presentations for several local agencies in Southern California.

**City of Chino Plan Check Services, Chico, California:** Cannon was selected to provide general plan check services and review various improvement plans, documents, and technical studies. These included rough and precise grading plans, wet utility plans (e.g. sewer, water, storm drain), street improvement plans, street light plans and voltage drop calculations, hydrology studies and hydraulic calculations, water quality management plans (WQMPs), easements and right-of-way dedications, lot line adjustments, soils and geotechnical reports, tract and parcel maps, title and closure reports, and engineering cost estimates. Mr. Solsona served as Project Manager for this project.

**City of Santa Ana On-Call Plan Check Services, Santa Ana, California:** Cannon was selected to provide numerous broad-based plan checking duties for the City of Santa Ana. Typical Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments. Mr. Solsona served as Project Manager.

**City of Diamond Bar Plan Check Services, Diamond Bar, California:** Cannon was selected to provide plan checking duties for the City of Diamond Bar (City). Project types include mostly single-family residential as the City is an almost completely built out community. Standards utilized include the City's, the County of Los Angeles, and the American Public Works Association's, where applicable. Cannon is one of three outside plan checking consultants and has been able to provide quick turnaround times and responses to the City's needs. Mr. Solsona served as Project Manager.

**City of Menifee Civil Plan Check Services, Riverside County, California:** Cannon provided quick turnaround times in response to city needs including off-site/on-site street improvements, precise grading, on-site storm drains, signing/striping, and street lighting plans. Mr. Solsona served as Project Manager. He was responsible for overseeing civil plan check services utilizing standards established by the city, County of Riverside, and the American Public Works Association.

**City of El Monte As Needed Plan Check Services, El Monte, California:** Cannon was selected to provide broad based plan checking duties for the City of El Monte. Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments. Mr. Solsona served as Project Manager

# Andy Rowe, PE, LEED AP, QSD LID / Stormwater Regulations Specialist

**Professional Registration**
- Civil Engineer in Training, California, No. 75626

**Education**
- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California
- PSMJ Project Management Bootcamp
- Certified Erosion and Sediment Control Lead Course, Washington State Department of Ecology

**Presentations & Publications**
- Case Study: City of Paso Robles 21st Street Green/Complete Street, AWWA Sustainable Water Management Conference, Portland, Oregon, March 2012

**Position at Cannon**
Civil Senior Associate Engineer

**Contact Information**
☎ 805.544.4515
✉ andyr@CannonCorp.us
🗎 805.544.3863

Mr. Rowe's expertise includes engineering design services for both public and private developments since 2004. He is knowledgeable in ADA design requirements for sidewalks, curb, and transportation projects. He is also knowledgeable in roundabout designs as well as roadway widening and street improvements. His storm drainage design experience includes extensive work with the treatment of runoff from the development of new impervious surfaces with the use of bio-swales and filter media. As a LEED Accredited Professional, he looks forward to the challenge of finding a balance between development cost and environmentally responsible design. He has provided LEED consulting services for a variety of institutional projects.

**Santa Monica Standard Plans and Specifications, Santa Monica, California:** The City of Santa Monica owns, manages, and operates its own water system, sewer collection system, and a storm water and runoff collection system for its watershed partners, residents, thousands of businesses, and millions of annual visitors. Cannon was selected to provide standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Mr. Rowe served as LID/Stormwater Regulations Specialist.

**Sherwood Road Maintenance, Paso Robles, California:** The City of Paso Robles had been assigned funding for Sherwood Road, located along the eastern city limits, for street repairs as part of the half cent sales tax measure. Sherwood Road was designated as a Tier 2 street, which required more than a simple overlay for repair. The City desired to design the roadway to reduce future maintenance cost, create a gateway corridor for vehicular and pedestrian traffic, and reduce stormwater flow. The City selected Cannon to provide engineering and design services. Mr. Rowe served as Project Engineer.

## Select Project Experience Summary:

**Mr. Rowe has served as Project Engineer or LID/Stormwater Regulations Specialist on the following projects:**

- 21st Street: Complete Street Design and Stormwater Improvements, Paso Robles, California
- NCSD Standpipe Tank Modifications, Nipomo, California
- Santa Margarita Water Tank SWPPP, Santa Margarita, California
- Hutton Road Widening, San Luis Obispo, California
- College & Boone Intersection, Santa Maria, California
- Ashwood Place Culvert Replacement Construction Support Services, Paso Robles, California
- San Gabriel Road, Safe Routes, Atascadero, California
- South County Transit Hub, Grover Beach, California
- Longbranch Avenue West Design – CIP 2295-4, Grover Beach, California
- Veteran's Park Parking Lot and Drainage Design, Brighton, Colorado
- Youth Sports Complex Parking Lot and Drainage Design, Brighton, Colorado

# Michelle Pittner, EIT Development Reviews

**Education**

- Bachelor of Science, Environmental Engineering, California Polytechnic University, San Luis Obispo, California

**Certifications**

- 40 Hour HAZWOPER Certified #1912281310211
- CPR Certified

**Professional Affiliations**

- Society of Environmental Engineers, Cal Poly
- Leadership: Chi Epsilon Honor Society- 2018 Pledge Class Vice President

**Skills**

- AutoCAD: drafting parts, floor plans, and road infrastructure
- Excel and VBA Basic programming
- Data Analysis: Analyzed water quality data in PSWC Competition Team
- Language: Conversational in Spanish

Ms. Pittner brings 3 years of experience as an assistant engineer for projects that include design services for the Corona Del Mar Wastewater Treatment Plant, Oceano Community Services District Waste Reduction and Recycling Plan, and Morro Bay Wastewater Collection Systems. Ms. Pittner has also assisted with McFarland and Lost Hills Utility District development reviews. In addition, Ms. Pittner also designed a recommendation report for the Atascadero Water Reclamation Facility. She has provided services that include researching wastewater treatment technologies; creating decision matrices; and detailing the functionality, advantages, disadvantages, cost, and sustainability for the technologies.

**Wastewater Collections System Upgrade: Beachcomber, Morro Bay, California:** As the City of Morro Bay continues to grow and redevelop, higher system demands have been placed on their infrastructure. With this increasing need to efficiently manage and conserve the City's water resources, Morro Bay adopted an integrated approach to its water, wastewater, and stormwater master planning called, "OneWater Morro Bay". This plan for the City's water systems included construction of a new wastewater treatment facility capable of producing purified water for injection into the Lower Morro Groundwater Basin. The purified water would strengthen and diversify Morro Bay's water supply portfolio, the majority of which had previously been imported from the State Water Project. The goal of the wastewater collection system upgrade was to decrease inflow and infiltration while increasing capacity for deficient segments of the system. Cannon provided engineering analysis and preliminary design, geotechnical engineering services, surveying, and easement/right of way acquisitions. We also prepared plans, specifications, and cost estimates during final design. We assisted with the bidding phase and provided engineering support during construction. Ms. Pittner served as Civil Engineering Assistant.

**Phase I LCSD Wastewater Treatment Plant Upgrade (WWTP) - Laguna County Sanitation District (District), Santa Maria, California:** The District is embarking on a two-phase program to upgrade and expand the WWTP. The Phase 1 overall scope of work includes the design of a 3.7 MGD conventional activated sludge plant, including new headworks/influent pump station, grit removal, aeration basin splitter box, aeration basins, secondary clarifiers, and RAS/WAS pump station. Cannon's scope of work includes the Structural, Mechanical, and Electrical/Instrumentation designs for the headworks/influent pump station, vortex grit chamber, aeration basin splitter box, and several new pump stations and pump station upgrades, as well as hydraulic profile calculations. Cannon is also responsible for the site civil work, including paving and grading and yard piping for the entire project. Ms. Pittner served as Civil Engineering Assistant.

**Atascadero Water Reclamation Facility Recommendation Report, Atascadero, California:** Ms. Pittner managed a team of seven peers to complete a recommendation report for the redesign of the Atascadero Water Reclamation Facility. She researched wastewater treatment technologies; created decision matrices; and detailed the functionality, advantages, disadvantages, cost, and sustainability for the technologies. Ms. Pittner organized and lead team meetings, delegated tasks, and reviewed and edited member contributions.

## Select Project Experience Summary:

**Ms. Pittner has served as Engineering Assistant or Design Engineer on the following projects:**

- Corona Del Mar Wastewater Treatment Plant Updates, Corona Del Mar, California
- Hwy. 46 Pipeline Relocation, Lost Hills, California
- Oceano Community Services District Waste Reduction and Recycling Plan, Oceano, California

**Position at Cannon**
Civil Engineering Assistant I

**Contact Information**
☎ 805.544.4533
✉ MichelleP@CannonCorp.us
🗎 805.544.3863

## City of McFarland
## Update City Sewer Improvement Standards

| | | Sr. Principal Engineer | | Principal QA/QC Engineer | | Project Engineer | | Project CADD Designer | | Project Coordinator II | | Direct Costs | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Hourly Rate** | $208 | | $208 | | $165 | | $135 | | $87 | | Misc | | |
| | **Design Tasks** | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Cost | Hrs | Cost |
| Task | **Task 1-Obtain Initial Information and Coordination with City** | | | | | | | | | | | | | |
| 1.1 | Kickoff Meeting with City Staff | 6 | $1,248 | | | 8 | $1,320 | | | 1 | $87 | $120 | 15 | $2,775 |
| 1.2 | Gather/Review Relevant Data | 1 | $208 | | | 1 | $165 | | | | | | | $373 |
| | **Sub Total** | 7 | $1,456 | | | 9 | $1,485 | | | 1 | $87 | $120 | 15 | $3,148 |
| Task | **Task II-Prepare Data and Information** | | | | | | | | | | | | | |
| 2.1 | Prepare Information Regarding City's Sewer Systems | 1 | $208 | | | 2 | $330 | 2 | $270 | | | $140 | 5 | $948 |
| 2.2 | Gather Information to improve standards | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 3 | $495 | 2 | $270 | | | $140 | 7 | $1,321 |
| Task | **Task III- Consult with City Staff regarding Improvement Standard changes** | | | | | | | | | | | | | |
| 3.1 | Prepare Information for City staff consideration - Benefits | 1 | $208 | | | 2 | $330 | 2 | $270 | | | $140 | 5 | $948 |
| 3.2 | Discuss benefits of Standard improvements with staff | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 3 | $495 | 2 | $270 | | | $140 | 7 | $1,321 |
| Task | **Task IV- Prepare Data and Information gathered from Consultanting with City Staff** | | | | | | | | | | | | | |
| 4.1 | Prepare information with information gathered | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Sub Total** | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Task V-Prepare Draft and Final Standard Standard Drawings** | | | | | | | | | | | | | |
| 5.1 | Prepare 75% Sewer Standard Drawings | 4 | $832 | 1 | $208 | 6 | $990 | 32 | $4,320 | 1 | $87 | | 44 | $6,437 |
| 5.2 | 100% Approved Material List | 4 | $832 | 1 | $208 | 6 | $990 | 20 | $2,700 | 1 | $87 | | 32 | $4,817 |
| | **Sub Total** | 8 | $1,664 | 2 | $416 | 12 | $1,980 | 52 | $7,020 | 2 | $174 | | 76 | $11,254 |
| | **Task VI-Public Hearin Adoption and Submission Assistance** | | | | | | | | | | | | | |
| 6.1 | City Council Presentation | 8 | $1,664 | | | 6 | $990 | | | | | $85 | | $2,739 |
| | | | | | | | | | | | | | | |
| | **Sub Total** | 8 | $1,664 | | | 6 | $990 | | | | | $85 | | $2,739 |
| | **Sub Total** | 28 | $5,824 | 3 | $624 | 35 | $5,775 | 58 | $7,830 | 4 | $348 | $485 | 112 | $20,886 |

Sample Submittals List

| | Proposed and Future<br>Final<br>Sewer Standard Drawings | Estimated Drawing Type |
|---|---|---|
| S-1 | Standard Sewer Notes | PDF |
| S-2 | Sewer Pipe Bedding and Backfill Details | PDF |
| S-3 | Typical Sewer Lateral | PDF |
| S-4 | Typical House Connection | PDF |
| S-5 | Standard Cleanout | PDF |
| S-6 | Lateral Sewer Installation | PDF |
| S-7 | Standard Wye Branch Installation | PDF |
| S-8 | 48-inch I.D. Standard Sewer Manhole with Precast Base | PDF |
| S-9 | 48-inch I.D. Standard Sewer Manhole with Cast-in-Place Base | PDF |
| S-10 | 60-inch I.D. Standard Manhole | PDF |
| S-11 | Manhole – Frame and Cover | PDF |
| S-12 | Manhole Drop Inlet Connection | PDF |
| S-13 | Steel Casing for Sewer Pipe | PDF |

**Anticipated Project Schedule:**

| | |
|---|---|
| Tasks I thru IV (Kickoff and Information Reviews | July 16, 2021 thru September 30,2021 2021 |
| Task V – Draft Standard Details | August 17, 2021 |
| Task V – Final Standards Details | September 15, 2021 |
| Task VI – Council Meeting Presentation | September 23, 2021 |

# Description of Tasks

## Scope of Services*

We will be responsible for the following tasks:

**I – Obtain information and Coordination from City**

Our initial task is to meet with City Staff and review and obtain necessary information to prepare a draft of Sewer City Improvement Standards. The City shall provide Cannon with the existing City Improvement Standard along with relevant and available information concerning the project.

**II – Prepare Data and Information**

We will prepare information regarding the City's sewer/wastewater system. As part of this task, we will gather information pertaining to the improvements that may influence and create a more efficient standard.

**III – Consult with City Staff regarding Improvement Standard changes.**

We will prepare information to provide to City staff to review to see benefits and perks that proposed changes may acquire. We will also discuss with staff the benefits and cost-effective of all changes.

**IV – Prepare Data and Information gathered from Consulting with City Staff**

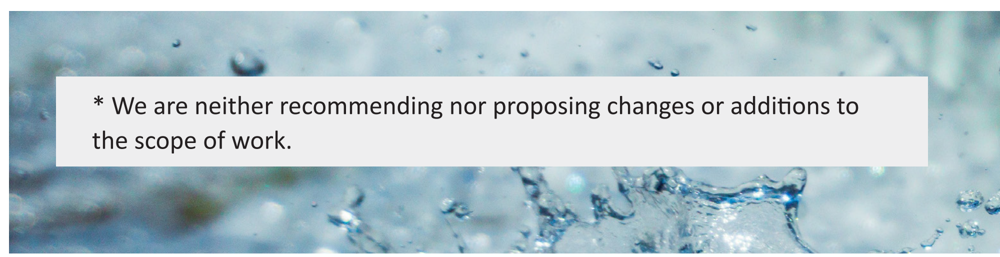
We will prepare information with information gathered from City Staff.

**V – Prepare Draft Water/Sewer City Improvement Standards**

Based on initial review and discussion with City Staff, we will prepare the Sewer City Improvement Standard Update Draft and Final, as well as 75% and Final Drawings, for approval with a presentation to the public.

**VI – Public Hearing, Adoption and Submission Assistance**

Assist with the presentation of completed Sewer City Improvement Standard Update to the public and City Council for the Public Hearing and Adoption.



* We are neither recommending nor proposing changes or additions to the scope of work.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Bakersfield, CA 93309
661.328.6280

**AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF MCFARLAND, CALIFORNIA,**
**AND**
**CANNON**

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

**RECITALS**

The City requires outside assistance to provide the following services:

**City Sewer Improvement Standards Update 2021**

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

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

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

**AGREEMENT**

**1. TERM OF AGREEMENT**

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

**1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than May 1, 2022, unless an extension of time is mutually agreed to by both parties in writing.

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

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

**2.2.** Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.

**2.3.** Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.

**2.4.** Consultant shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

**2.5.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

**2.6.** If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**2.7.** Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

## 3. PAYMENT FOR SERVICES (ATTACHMENT B)

**3.1.** Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.

**3.2.** Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:

- a description of services performed;
- the date the services were performed;
- the number of hours spent and by whom;
- a description of all costs incurred, and the Consultant's signature.

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

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

4. **SUBCONTRACTING**

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

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

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

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

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

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

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

8. **TERMINATION OF AGREEMENT**

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

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

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

## 11. INDEPENDENT CONTRACTOR

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

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

## 12. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

**14. INSURANCE**

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

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

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

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

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

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

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

**i.** Be from an insurance company authorized to be in business in the State of California;

**ii.** Be in an insurable amount of not less than $1,000,000 for each occurrence; and

**iii.** Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

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

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

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

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

**i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

**ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

**iii.** Terminate this Agreement.

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

## 15. DISPUTES

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

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

**B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

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

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

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

**17. CONSULTANT'S BOOKS AND RECORDS.**

**17.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three

(3) years, or for any longer period required by law, from the date of final payment to Consultant.

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

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

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

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

| | |
|---|---|
| If to City: | Maria Lara,<br>City Manager,<br>401 West Kem Avenue,<br>McFarland, California 93250,<br>Fax: 661-792-3093<br>Email: mlara@mcfarlandcity.org |
| If to Consultant: | Cannon<br>Amando Garza<br>4540 California Ave., Suite 550<br>Bakersfield Ca 93309 |

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

## 19. GENERAL PROVISIONS

**19.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**19.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**19.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

**19.4.** Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

**19.5.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

**19.6.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

**19.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

**19.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

**19.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

**19.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

21. **<u>CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT</u>.** Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC § 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

Date: ______________

CITY OF MCFARLAND

By: ___________________________________
Sally Gonzalez
Mayor

Date: ______________

Cannon

By: ___________________________________

Name: ________________________________

Its: ___________________________________

**ATTACHMENT "A"**
**Scope of Work**

Cannon

Sample Submittals List

| | Proposed and Future<br>Final<br>Sewer Standard Drawings | Estimated Drawing Type |
|---|---|---|
| S-1 | Standard Sewer Notes | PDF |
| S-2 | Sewer Pipe Bedding and Backfill Details | PDF |
| S-3 | Typical Sewer Lateral | PDF |
| S-4 | Typical House Connection | PDF |
| S-5 | Standard Cleanout | PDF |
| S-6 | Lateral Sewer Installation | PDF |
| S-7 | Standard Wye Branch Installation | PDF |
| S-8 | 48-inch I.D. Standard Sewer Manhole with Precast Base | PDF |
| S-9 | 48-inch I.D. Standard Sewer Manhole with Cast-in-Place Base | PDF |
| S-10 | 60-inch I.D. Standard Manhole | PDF |
| S-11 | Manhole – Frame and Cover | PDF |
| S-12 | Manhole Drop Inlet Connection | PDF |
| S-13 | Steel Casing for Sewer Pipe | PDF |

**Anticipated Project Schedule:**

| | |
|---|---|
| Tasks I thru IV (Kickoff and Information Reviews | July 16, 2021 thru September 30,2021 2021 |
| Task V – Draft Standard Details | August 17, 2021 |
| Task V – Final Standards Details | September 15, 2021 |
| Task VI – Council Meeting Presentation | September 23, 2021 |

## Scope of Services*

We will be responsible for the following tasks:

**I – Obtain information and Coordination from City**

Our initial task is to meet with City Staff and review and obtain necessary information to prepare a draft of Sewer City Improvement Standards. The City shall provide Cannon with the existing City Improvement Standard along with relevant and available information concerning the project.

**II – Prepare Data and Information**

We will prepare information regarding the City's sewer/wastewater system. As part of this task, we will gather information pertaining to the improvements that may influence and create a more efficient standard.

**III – Consult with City Staff regarding Improvement Standard changes.**

We will prepare information to provide to City staff to review to see benefits and perks that proposed changes may acquire. We will also discuss with staff the benefits and cost-effective of all changes.

**IV – Prepare Data and Information gathered from Consulting with City Staff**

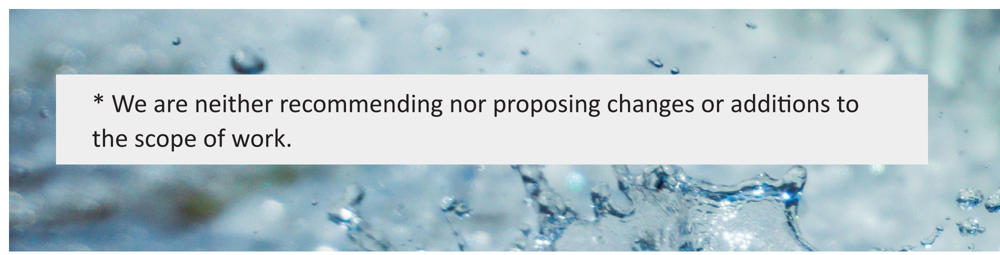
We will prepare information with information gathered from City Staff.

**V – Prepare Draft Water/Sewer City Improvement Standards**

Based on initial review and discussion with City Staff, we will prepare the Sewer City Improvement Standard Update Draft and Final, as well as 75% and Final Drawings, for approval with a presentation to the public.

**VI – Public Hearing, Adoption and Submission Assistance**

Assist with the presentation of completed Sewer City Improvement Standard Update to the public and City Council for the Public Hearing and Adoption.



* We are neither recommending nor proposing changes or additions to the scope of work.

**ATTACHMENT "B"**
**Payment for Services**

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

## City of McFarland
## Update City Sewer Improvement Standards

| | | Sr. Principal Engineer | | Principal QA/QC Engineer | | Project Engineer | | Project CADD Designer | | Project Coordinator II | | Direct Costs | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate | $208 | | $208 | | $165 | | $135 | | $87 | | Misc | | |
| | Design Tasks | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Cost | Hrs | Cost |
| Task | **Task 1-Obtain Initial Information and Coordination with City** | | | | | | | | | | | | | |
| 1.1 | Kickoff Meeting with City Staff | 6 | $1,248 | | | 8 | $1,320 | | | 1 | $87 | $120 | 15 | $2,775 |
| 1.2 | Gather/Review Relevant Data | 1 | $208 | | | 1 | $165 | | | | | | | $373 |
| | **Sub Total** | 7 | $1,456 | | | 9 | $1,485 | | | 1 | $87 | $120 | 15 | $3,148 |
| Task | **Task II-Prepare Data and Information** | | | | | | | | | | | | | |
| 2.1 | Prepare Information Regarding City's Sewer Systems | 1 | $208 | | | 2 | $330 | 2 | $270 | | | $140 | 5 | $948 |
| 2.2 | Gather Information to improve standards | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 3 | $495 | 2 | $270 | | | $140 | 7 | $1,321 |
| Task | **Task III- Consult with City Staff regarding Improvement Standard changes** | | | | | | | | | | | | | |
| 3.1 | Prepare Information for City staff consideration - Benefits | 1 | $208 | | | 2 | $330 | 2 | $270 | | | $140 | 5 | $948 |
| 3.2 | Discuss benefits of Standard improvements with staff | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 3 | $495 | 2 | $270 | | | $140 | 7 | $1,321 |
| Task | **Task IV- Prepare Data and Information gathered from Consultanting with City Staff** | | | | | | | | | | | | | |
| 4.1 | Prepare information with information gathered | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Sub Total** | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Task V-Prepare Draft and Final Standard Standard Drawings** | | | | | | | | | | | | | |
| 5.1 | Prepare 75% Sewer Standard Drawings | 4 | $832 | 1 | $208 | 6 | $990 | 32 | $4,320 | 1 | $87 | | 44 | $6,437 |
| 5.2 | 100% Approved Material List | 4 | $832 | 1 | $208 | 6 | $990 | 20 | $2,700 | 1 | $87 | | 32 | $4,817 |
| | **Sub Total** | 8 | $1,664 | 2 | $416 | 12 | $1,980 | 52 | $7,020 | 2 | $174 | | 76 | $11,254 |
| | **Task VI-Public Hearin Adoption and Submission Assistance** | | | | | | | | | | | | | |
| 6.1 | City Council Presentation | 8 | $1,664 | | | 6 | $990 | | | | | $85 | | $2,739 |
| | | | | | | | | | | | | | | |
| | **Sub Total** | 8 | $1,664 | | | 6 | $990 | | | | | $85 | | $2,739 |
| | **Sub Total** | 28 | $5,824 | 3 | $624 | 35 | $5,775 | 58 | $7,830 | 4 | $348 | $485 | 112 | $20,886 |

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

# Description of Tasks

Sample Submittals List

| | Proposed and Future<br>Final<br>Sewer Standard Drawings | Estimated Drawing Type |
|---|---|---|
| S-1 | Standard Sewer Notes | PDF |
| S-2 | Sewer Pipe Bedding and Backfill Details | PDF |
| S-3 | Typical Sewer Lateral | PDF |
| S-4 | Typical House Connection | PDF |
| S-5 | Standard Cleanout | PDF |
| S-6 | Lateral Sewer Installation | PDF |
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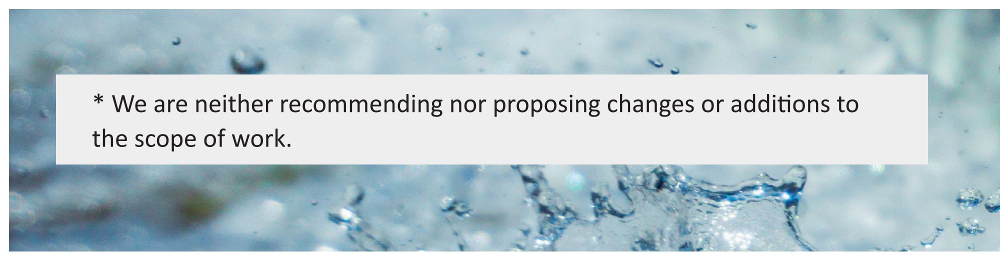


* We are neither recommending nor proposing changes or additions to the scope of work.

# MEMORANDUM
# CITY OF MCFARLAND

**TO:** Honorable Mayor and City Council Members

**FROM:** Larry A Ronk III, Acting Community Development Director

**DATE:** July 22, 2021

**SUBJECT:** Report and Possible Approval; Awarding of a contract with Cannon for conducting City Water Improvement Standard Update for the City of McFarland.

**RECOMMENDATION:**
Staff recommends the City of McFarland City Council award the contract to Cannon, in the amount of $36,473.00 for the City Water Improvement Standard Update for the City of McFarland.

**BACKGROUND:**
In November 2020, the City received a Local Early Action Planning (LEAP) grant for improving planning infrastructure for future development. Through this grant, the City of McFarland is wanting to update our Water Improvement Standards for all future development that will be developed within the City. This grant allows for cities to create future planning of infrastructure for water, sewer, transit, roads, or other public facilities necessary to support new housing and new residents. The grant total awarded was in the amount of $65,000.00 and the deadline is 6/30/2024.

The City, after advertising a Request for Qualifications, received one (1) bids which are as follows:

| Bidder's Name | Total Bid |
|---|---|
| Cannon | $36,473.00 |
| | |

On the deadline for the bids, the City only received one bid to conduct this update. Through approval of the representative from the Local Early Action Planning Grant, we are given permission to award the project to Cannon. Cannon serves as the current wastewater City Engineer and meets all qualifications.

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

**FISCAL IMPACT:**
Local Early Action Planning Grant 100% funding.

**Attachments:**
Cannon Proposal
Agreement

# City of McFarland

## Proposal to Update City Water Improvement Standards

**Cannon**

**Reliable Responsive Solutions**

# Table of Contents




Larry Ronk III, PE
Acting Community Development Director
City of McFarland City Hall
401 W. Kern Avenue
McFarland, CA 93250

June 21, 2021

## Subject: Proposal to Update City Water Improvement Standards

Dear Mr. Ronk:

The City of McFarland (City) has been experiencing steady development demands over the last 10 years. As one of the fastest growing communities in Kern County, the City has been promoting responsible development in the region and addressing aging infrastructure. The previous version of McFarland development standards appears to be in 2004, and the City wishes to update the Water and Sewer Standards for current code conditions and current industry standards. The City is seeking an engineering consultant to provide standard drawings and specifications for water and sewer infrastructure facilities. The City may also decide to update stormwater standards at a later date. Updated drawings and specifications will allow the City to more efficiently circulate a standard for the developers looking to build in the City.

The consultant selected to carry out this important project should be a local firm with demonstrated familiarity with the City's infrastructure and communication strategies. Additionally, the selected firm should have extensive experience with sewer and water resources projects, wastewater, potable water, and stormwater infrastructure.

Cannon's local Bakersfield office is only 26 miles from the City of McFarland City Hall. We have provided water, wastewater, structural, electrical, surveying, and instrumentation and automation engineering to public agencies in Kern County as well as the larger Southern California and Central Coast Regions. We look forward to continuing our relationship with the City of McFarland by providing civil engineering services to improve City facilities.

We have experience creating and upgrading municipality standard drawings and specifications, and we recently provided similar drawings for the City's phased wastewater treatment plant systems project.

We have also provided operations and maintenance services for development projects that have included the use of several municipalities' existing standards. Moreover, members of our proposed team are currently developing standard water drawings and specifications for the Cities of Manhattan Beach and Beverly Hills as well as Santa Ynez Community Services District.

With a history dating to 1976, Cannon has the experience and personnel to make this project a resounding success. We look forward to working with the City on this project.

Sincerely,

Amando Garza, PE
4540 California Ave., Suite 550
Bakersfield, CA 93309
☎ 661.616.6219 🖹 805.503.3863

Larry Kraemer, PE
4540 California Ave., Suite 550
Bakersfield, CA 93309
☎ 805.503.4542 🖹 805.503.4446

***Required Statements:***

As Director of Public Infrastructure for Cannon, Larry Kraemer, PE is authorized to bind the firm.

**Business Licensing:**

CA DIR ID: 1000001861

California Business License: C1475706

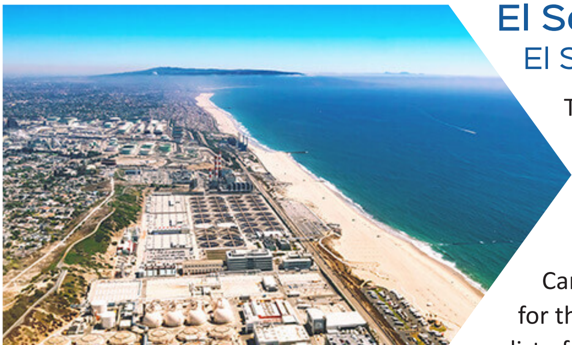
Cannon will not have past, ongoing, or potential conflicts of interest as a result of performing the work on this project.

Upon award, Cannon acknowledges responsibility of the City's contract.

### Cannon Water, Sanitary Sewer, and Storm Sewer Services Performed for Southern and Central California Municipalities

Cannon has a successful history of providing water, sanitary sewer, and storm sewer engineering services, including standard drawings and specifications, for various Southern and Central California municipalities. The success of these projects has resulted from our deep understanding of these California regions and their water resource needs. The following table lists counties, cities, and communities for which we have completed these types of projects, detailing the nature of water resources services provided for each municipality.

| Municipality | Water Details | Water Specifications | Sewer Details | Sewer Specifications | Storm Sewer Details | Storm Sewer Specifications |
|---|---|---|---|---|---|---|
| City of McFarland | ✓ | ✓ | ✓ | ✓ | | |
| County of Kern | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Bakersfield | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Lost Hills Utility District | ✓ | ✓ | ✓ | ✓ | | |
| Santa Ynez Community Services District | | | ✓ | ✓ | | |
| Santa Monica | ✓ | ✓ | | | ✓ | ✓ |
| City of Beverly Hills | ✓ | ✓ | ✓ | ✓ | | |
| City of Manhattan Beach | ✓ | ✓ | | | | |
| City of Glendale | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of South Pasadena | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Lynwood | ✓ | ✓ | | | ✓ | ✓ |
| Los Angeles County Waterworks District | ✓ | ✓ | | | | |
| Los Angeles County Sewer Maintenance District | | | ✓ | ✓ | | |
| Ventura County Waterworks District No. 8 | ✓ | ✓ | | | | |
| County of Santa Barbara | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Santa Maria | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| County of San Luis Obispo | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nipomo Community Services District | ✓ | ✓ | ✓ | ✓ | | |
| City of Arroyo Grande | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of San Luis Obispo | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| City of Paso Robles | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |



## El Segundo Standard Drawings and Atlas Maps

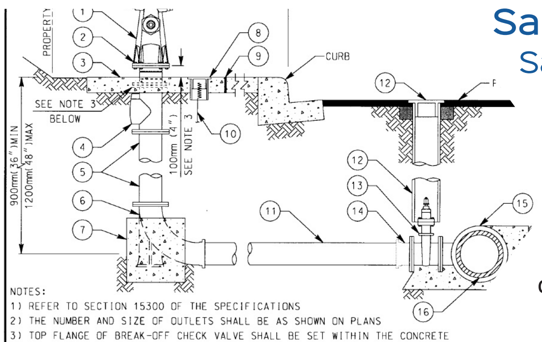
### El Segundo, California

The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency.

Cannon was selected to provide standard drawings and atlas maps for the City. Cannon approached the project by providing the City with a list of proposed standard drawings and an approved materials list for the City's review and comments. The updated and revised standard drawings were based on City's and other agencies' standards for drawings. The drawings were provided as a PDF, and the approved materials list was provided in an excel format with industry standard-accepted materials as a basis. Cannon orchestrated review meetings and incorporated comments at 10%, %50, 90%, and 100% completion. Upon review and approval, Cannon addressed comments and provided the final 100% version.

**Client Contact/Reference**
Anthony Esparza, Water Division Supervisor
400 Lomita Street, El Segundo, CA 90245
☎ 310.524.2746 ✉ aesparza@elsegundo.org

**Contract Amount:** $24,500
**Project Dates:** May 2019 - August 2020




## Santa Monica Standard Plans and Specifications

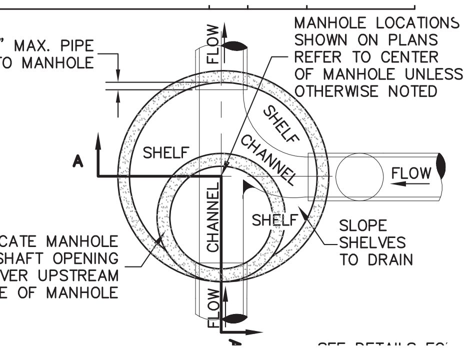
### Santa Monica, California

The City of Santa Monica (City) owns, manages, and operates its own water system, sewer collection system (which transports wastewater to the Hyperion Treatment Plant), and a storm water and runoff collection system (collects urban runoff and partial wet weather storms and conveys the discharge to various end-of-line BMP's) for its watershed partners, residents, thousands of businesses, and millions of annual visitors. The City needed standard drawings completed so that the civil design community in Southern California could continue to produce civil engineering features for development that met City standards during land development growth.

Cannon was selected to provide the standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Cannon met with the City's Water Resources Division and the Civil Engineering Division staff to determine the actual number of drawings and specifications to be prepared, the scope of each, and to present the first drafts of both the drawings and specifications. Preliminary drawings were prepared using the City's Civil Engineering drawing 8-1/2 x 11-inch Auto-CAD template. Preliminary specifications were prepared in MS Word using the current specification format used by the City's Civil Engineering Division.

**Client Contact/Reference**
Jessica Arden, PE, Civil Engineer for West Lake Village
2401 East Katella Ave., Ste. 450, Anaheim, CA 92806
☎ 714.978.8239 ✉ JArden@willdan.com

**Contract Amount:** $69,445
**Project Dates:** January 2013 - May 2015




## Standard Specifications Update for Santa Ynez Community Services District

### Santa Ynez, California

Cannon has served as District Engineer for the Santa Ynez Community Services District since 2004. As part of the scope of services, Cannon updated the District's Standard Specifications, Standard Drawings, and General Conditions. The previous version dated back to the early 1980s and was not in electronic format. The update process included incorporation of information from numerous sources including Greenbook, Sewer Code, Caltrans, and nearby sister agencies and cities, and removal of ambiguous and repetitive information. The result of this effort was the creation of a new document, titled "Design and Construction Standards for Public Sewer System Improvements." This document is organized in a manner that is conducive to the public contract process. The General Conditions include Design Criteria and Plan Checking requirements. The Standard Specifications include separate sections for each type of work activity, with standard CSI formatting. Moreover, Cannon completely redrew the Standard Drawings in CAD with input from subject matter experts.

**Client Contact/Reference**
Jose Acosta, General Manager
1070 Faraday St., Santa Ynez, CA 93460
☎ 805.688.3008 ✉ jose@sycsd.com

**Contract Amount:** $337,691
**Project Dates:** July 2015 - December 2021 (estimated)

## Water Main Replacements

### Various Locations, Beverly Hills, California

The City of Beverly Hills (City) had plans to replace existing aging water distribution mains ranging from 6-in to 16-inches cast iron (CI) and steel pipe. The City selected Cannon to provide complete design, engineering and construction support services for multiple pipeline lengths. Cannon's scope of work involved design and prepared calculations, plan and profile drawings for 32,185 feet of water main, and valve closure plans. This included tie-in connections and necessary related appurtenances; water meters and laterals, air/vacuum release valve assemblies, blow-off/manual drain assemblies, and fire hydrant assemblies.

**Client Contact/Reference**
Dr. Derek Nyguyen, PE, Project Manager
345 Foothills Road, Beverly Hills, CA 90210
☎ 310.285.2473 ✉ dnguyen@beverlyhills.org

**Contract Amount:** $410,893
**Project Dates:** February 2019 - June 2022 (estimated)


## Water Main Replacements

### Manhattan Beach, California

The City of Manhattan Beach wanted to improve its existing water system infrastructure by replacing aging and undersized water mains. In addition, the City planned to install six 2-inch blow off valves and one fire hydrant. The City selected Cannon to provide project management, coordination, investigations, preliminary engineering services, and engineering design services. Cannon also provided construction plans and specifications, as-built and record drawings, and construction phase support services. The scope of services included scheduling, controlling, and correspondence between the City and utility agencies. The scope also included utility research and verification, topographic survey, record drawings and specifications, construction plans, Opinion of Construction Cost (OCC), and construction survey.

**Client Contact/Reference**
Edward Kao, Senior Civil Engineer
1400 Highland Avenue, Manhattan Beach, CA 90266
☎ 310.802.5358 ✉ ekao@citymb.info

**Contract Amount:** $131,503
**Project Dates:** June 2013 - July 2017

# Professional Errors and Omissions Coverage

Please see our Professional Liability Coverage in the following document in the amount of $2,000,000.

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675
License#: 0020739

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 510-465-3090 **FAX (A/C, No):** 510-452-2193
**E-MAIL ADDRESS:** certificates@dealeyrenton.com

**INSURED** CANNCOR-02
Cannon Corporation
1050 Southwood Drive
San Luis Obispo CA 93401

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Insurance Company | 35289 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : HARTFORD INSURANCE COMPANY | 38288 |
| INSURER D : American Casualty Company of Reading, | 20427 |
| INSURER E : Beazley Insurance Company Inc | 37540 |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 98814481 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | Y | 6079204724 | 9/1/2020 | 9/1/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $ 15,000 |
| | Included | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| D | AUTOMOBILE LIABILITY | Y | Y | 6079209373 | 9/1/2020 | 9/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | Y | Y | 6079210751 | 9/1/2020 | 9/1/2021 | EACH OCCURRENCE | $ 9,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 9,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | 57WEOL6H1H | 9/1/2020 | 9/1/2021 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Professional Liability | | | V27737190102 | 9/1/2020 | 9/1/2021 | Limit<br>Aggregate | $2,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
For Informational Purposes Only!!!

Carrier AM Best Ratings:
American Casualty Company of Reading PA - A (Excellent)
Transportation Insurance Company - A (Excellent)
Continental Insurance Company - A (Excellent)
Hartford Fire Ins Co.- A+ (Superior)
See Attached...

**CERTIFICATE HOLDER**

***SAMPLE***

**CANCELLATION** 30 Day Notice of Cancellation

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Christine Sua



ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

## WHY CANNON?

**45+** Professional Engineers

**12** Years serving as Wastewater Engineer to the City

**10+** Wastewater development reviews for the City

**100+** Years of combined design experience

Having prepared design plans and specifications for a myriad of water, sanitary sewer, and storm sewer projects, our team brings extensive experience with pump station design; flow analysis; review of upstream and downstream facilities; and experience preparing high-quality design drawings, specifications, and preliminary engineering reports for water, sanitary sewer, and storm sewer projects.

### Our Project Manager, Amando Garza, has served as the City of McFarland's Project Manager/Wastewater Engineer for the past nine years.

Various services he has provided or managed have included water and nitrogen balances, irrigation system design, a groundwater impact analysis, plans and specification preparation, collection system upgrades, facility master planning, regulatory compliance, and topographic surveys.

Mr. Garza has served on the following projects for the City of McFarland:

- ***Wastewater Treatment Master Plan:*** Cannon has completed a Wastewater Facilities Master Plan for the City's 20-year growth projection. This plan included a phased approach to a facility plant expansion from 1.1 mgd to 2.5 mgd. The initial headworks design has been completed and is currently being advertised to contractors. The following design phase included a new aeration system with high efficiency blowers.
- ***Sewer System Management Plan:*** Prepared a 12-chapter management plan per the SWRCB requirements for an SSMP. This involved a schedule for CCTV and cleaning of the entire collection system. The plan included a critical Cast-In-Place pipe retrofit. A 2-year audit has been performed on the SSMP.
- ***McFarland SE Feasibility Sewer Study:*** Cannon was retained to complete a collection and treatment study for a proposed 2,000-acre General Plan Amendment. As project manager, Mr. Garza completed a preliminary draft report which quantified alternatives for centralized treatment with collections and partial treatment to an alternative new site. The analysis included the Class 4 level of engineering estimates, as with most feasibility level studies. The study also included costs for disposal including tertiary level treatment options.
- ***Wastewater Facilities, Collection System Integration, and SCADA Programming:*** Cannon was tasked with the development of a wastewater facilities integration and SCADA programming of both the wastewater plant and 3 collection system lift stations. Beginning with the headworks construction, Cannon developed the backbone system for the ultimate wastewater facility's phased expansion.
- ***Solar Array Engineering Services:*** Cannon assisted the City with plan checking of electrical facilities for a Power Purchase Agreement established with a premier solar firm that installs compete systems. The solar array is exclusively for servicing the wastewater facilities.

## Specialized knowledge of other team members:

**Larry Kraemer, PE**
Principal-in-Charge

- Water Resources Engineering
- Water and Sewer Modeling and Surge Analysis
- Capital Improvement Plan Coordination and Management
- Public Infrastructure Planning, Engineering, and Design
- Recycled Water Systems
- Feasibility Studies
- Trenchless Technology Design
- Quality Control and Reviews
- Multi-Agency and Utility Coordination
- Project Management and Scheduling
- Resource Coordination
- Hazard and Security Evaluations

**Mike Kielborn, PE, LEED AP**
Project Engineer

- Lift Station, Pump Station, Pipeline, Reservoir and Well Design and Replacement
- Horizontal Directional Drilling
- Construction Estimating and Monitoring
- Multi-Agency, Utility, and Subconsultant Coordination
- Specification Preparation
- Groundwater Conveyance and Storage Facilities Design
- Sewer Main and Storm Drain Design, and Sewer Feasibility Studies
- Grading and Drainage

**Gary Roepke, PE**
QA/QC Engineer and Constructability Review

- Municipal, Industrial, Commercial, & Military Facilities Involving Water Supply, Transmission and Distribution Systems
- Wastewater collection and Pumping Systems
- Drainage and Flood Control Systems

**Gary Solsona, PE, QSD, CASQA**
Plan Check Engineer

- Public Works Projects
- Drainage and Sewer Improvements
- ADA Design
- Project Study Reports
- Development Review Services

**Eric Porkert, PE**
Lead Engineer

- Water Resource & Wastewater Planning
- Water Transmission Mains, Distribution Mains, Pump Stations, Pressure Regulating Stations, Water Wells, Collection Mains, Forebays, Reservoirs, and Chloramination Treatment Facilities
- Project Management and Hydraulic Analysis for Large Municipal Water, Recycled Water, and Wastewater Facility Design

**Andy Rowe, PE, LEED AP, QSD**
LID/Stormwater Regulations Specialist

- Storm Drainage Design
- Low-Impact Development (LID)
- Impervious Paving Surfaces
- Bio-Swales and Filter Media
- Complete/Green Streets
- ADA Design Requirements for Sidewalk, Curb, and Transportation Projects
- Roadway Widening and Street Improvements
- LEED Consulting

*Cannon Corporation- Providing Reliable Responsive Solutions since 1976*

## Organizational Chart

Resumes for our qualified key personnel are provided on pages 11 - 18. View Section 5 to see the number of hours each team member will devote to the project.

CITY OF McFARLAND Tradition • Unity • Excellence 1957

**City of McFarland**

**Gary Roepke, PE**
QA/QC Engineer
and Constructibility Review
*No. 48693 - BS, Civil Engineering, Iowa State University, Ames, IA*

**Amando Garza, PE, BCEE**
Project Manager
*No. 54148 - MS, Civil Engineering, University of California Los Angeles, CA*

**Larry Kraemer, PE**
Principal-in-Charge
*No. 44813 - MS, Water Resources, California State University, Long Beach, CA*

**Eric Porkert, PE**
Lead Engineer
*No. 57562 - BS, Civil Engineering, California State University, Northridge, CA*

**Mike Kielborn, PE, LEED AP**
Project Engineer
*No. 70112 - BS, Civil Engineering, Loyola Marymount University, Los Angeles, CA*

**Gary Solsona, PE, QSD, CASQA**
Plan Check Engineer
*No. 68420 - BS, Civil Engineering, California State Polytechnic University, Pomona, CA*

**Andy Rowe, PE, LEED AP, QSD**
LID/Stormwater Regulations Specialist
*No. 75626 - BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, CA*

**Michelle Pittner, EIT**
Development Reviews
*BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo, CA*

### *Redundancy of Staff*

In addition to our key project team members in the orgnizational chart, Cannon is home to a comprehensive engineering design staff who are ready to commence project work immediately.

### *Cannon Office Locations*

Cannon has offices in Bakersfield, Los Angeles, Irvine, San Luis Obispo, and Ventura. Additional services for the City can be provided by Cannon staff across our offices, as well as on-site when needed.

# Amando Garza, PE, BCEE Project Manager

**Professional Registration**

- Civil Engineer, California, No. 54148
- Board Certified Environmental Engineer, California

**Education**

- Master of Science, Civil Engineering, University of California, Los Angeles, California
- Bachelor of Science, Civil Engineering, California State University, Fresno, California

**Professional Affiliations**

- California Water Environment Association
- Water Environment Federation

**Position at Cannon**

Civil Senior Principal Engineer

**Contact Information**

☎ 661.616.6219
✉ AmandoG@CannonCorp.us
805.544.3863

Mr. Garza has more than 23 years of water and wastewater design and construction management experience. His experience includes civil engineering design, Sewer System Management Plans (SSMP), wastewater treatment plants, construction management, preparation of operations manuals, grant and funding administration, and recycled water/reuse projects. Mr. Garza is familiar with state, federal, and environmental compliance and has served as Project Manager for municipal governments across California.

**Wastewater Engineer, City of McFarland, California:** Cannon was selected to be an on-call municipal wastewater engineer for the City of McFarland for a three-year term. Mr. Garza serves as the City's Project Manager/Wastewater Engineer. Various services have included water and nitrogen balances, irrigation system design, a groundwater impact analysis, plans and specification preparation, collection system upgrades, facility master planning, regulatory compliance, and topographic surveys. Specific projects have included:

- *Wastewater Treatment Master Plan:* Cannon completed a Wastewater Facilities Master Plan for the City's 20-year growth projection. This plan included a phased approach to a facility plant expansion from 1.1 mgd to 2.5 mgd. The initial headworks design has been completed and is currently being advertised to contractors. The following design phase included a new aeration system with high efficiency blowers.
- *Sewer System Management Plan:* Prepared a 12-chapter management plan per the SWRCB requirements for an SSMP. This involved a schedule for CCTV and cleaning of the entire collection system. The plan included a critical Cast-In-Place pipe retrofit. A 2-year audit has been performed on the SSMP.
- *McFarland SE Feasibility Sewer Study:* Cannon was retained to complete a collection and treatment study for a proposed 2,000-acre General Plan Amendment. As project manager, Mr. Garza completed a preliminary draft report which quantifies alternatives for centralized treatment with collections and partial treatment to an alternative new site. The is analysis included the Class 4 level of engineering estimates as with most feasibility level studies. The study also included costs for disposal including tertiary level treatment options.

**Hwy 46 East Water Main Relocations, Lost Hill Utility District (LHUD), Lost Hills, California:** The widening of Caltrans Highway 46, at the interchange with Interstate 5, required the relocation of several LHUD pipeline segments, out of Caltrans right-of-way, to accommodate the highway construction. The pipeline relocations consisted of moving approximately 2,100 linear feet of 12-inch C900 PVC pipe approximately 150 north of the previous pipe's location, and approximately 550 linear feet of 8-inch C900 PVC pipe approximately 20 feet south of the pipe's current location in future Lawton Drive. Two segments of the pipe were constructed using trenchless technology, specifically horizontal directional drilling (HDD). One of these segments went underneath a large un-lined, active irrigation ditch, which required significant dewatering for connections to the existing mains, at elevations below the water table. Mr. Garza served as Project Manager.

# Larry P. Kraemer, PE Principal-in-Charge

**Professional Registration**

- Registered Civil Engineer, California, No. 44813

**Education**

- Master of Science, Civil Engineering, Water Resources, California State University, Long Beach, California
- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, California
- Certified Master Modeler in Haestad Methods, WaterCad, StormCad, Pondpack software
- HEC-HMS CEU from American Society of Civil Engineers
- (ASCE) Certified Training Institute
- PSMJ Project Management Training
- University of California, Irvine (Extension), Project Management Training
- California Water Association – SSO – WDR Compliance Training

**Position at Cannon**

Director, Public Infrastructure / Secretary

**Contact Information**

☎ 805.503.4542
✉ LarryK@CannonCorp.us
805.544.4445

Since 1986, Mr. Kraemer has garnered extensive civil engineering experience throughout Central and Southern California. He has served as a senior engineer for complex civil engineering projects involving hydrologic, hydraulic and drainage analysis; flood control; groundwater management; and railroad, highway, and river crossings. His diverse experience includes coordination with multiple stakeholders and public agencies, including Caltrans. Relevant experience includes the following:

**El Segundo Standard Drawings and Atlas Maps El Segundo, California:** The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency. Cannon was selected to provide standard drawings and atlas maps for the City. Mr. Kraemer served as Principal-in-Charge.

**Santa Monica Standard Plans and Specifications, Santa Monica, California:** The City of Santa Monica owns, manages, and operates its own water system, sewer collection system, and a storm water and runoff collection system for its watershed partners, residents, thousands of businesses, and millions of annual visitors. Cannon was selected to provide standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Mr. Kraemer served as Principal-in-Charge.

## Select Project Experience Summary:

**Mr. Kraemer has served as Project Manager, Principal-in-Charge, or District Engineer on the following projects:**

- Hydrologic, Hydraulic, and Drainage Analysis at Diablo Canyon Power Plant, Avila Beach, California
- Design and Construction Management for Water Main Replacements, Santa Monica, California
- Calleguas-Las Virgenes Municipal Water District Interconnection Project, West Lake Village, California
- On-Call Utilities Engineer, Lost Hills, California
- Buena Vista Aquatic Recreation Area Wastewater Treatment Plant Rehabilitation, Kern County, California
- Sanitary Sewer Management Plan, City of Bell, California
- Santa Monica Water Main Replacement, Santa Monica, California
- Water Main Replacement, Various Locations, Beverly Hills, California
- 2013-2014 Water Main Replacement, Manhattan Beach, California
- Standard Specifications Update, Santa Ynez Community Services District, Santa Ynez, California
- Avenue I & 87th Street Utility Site, Los Angeles County Waterworks District No. 40, Lancaster, California
- Storm Sewer Realignment Improvements, Plan and Profile, SpaceX, Hawthorne, California

# Gary Roepke, PE QA/QC Engineer and Constructability Review

**Professional Registration**

- Registered Civil Engineer, California, No. 48693

**Education**

- Bachelor of Science, Civil Engineering, Iowa State University, Ames, Iowa

**Professional Affiliations**

- Association of Water Agencies of Ventura County American Water Works Association
- Southern California Water Utilities Association
- City and County Engineers Association

**Position at Cannon**

Civil Senior Principal Engineer

**Contact Information**

☎ 310.382.5129
✉ GaryR@CannonCorp.us
805.544.3863

Mr. Roepke has more than 40 years of professional experience in a wide variety of civil engineering projects. He has been the project manager for water treatment, design of site development projects for municipal, industrial, commercial, and military facilities involving water treatment, water supply, transmission, and distribution systems; drainage and flood control systems; wastewater collection and pumping systems; and construction administration, inspection, and start-up including master planning, preparation of reports and studies. These projects have consisted of new construction and upgrades to existing facilities. He has processed permits through the California State Water Resources Control Board's Division of Drinking Water, (formerly California Department of Public Health) and the California Regional Water Control Board.

**City of Santa Monica Olympic Water Transmission Main, Santa Monica, California:** The purpose of the Olympic Water Transmission Main Replacement Project and Charnock Water Transmission Main Extension Project is to install transmission mains at each site for the purpose of transporting pumped raw water from these wells to the Arcadia Water Treatment Plant (AWTP) for treatment and finished water distribution. This pipeline will consist of approximately 5,000 linear feet (LF) of new 16-inch, ductile iron pipe (DIP) main. It will connect existing Well #4, existing Well #8, and re-drilled Well #9 to the AWTP (no well work is part of this project). The estimated max flow rate in the transmission main is 2,000 GPM. An additional 500 LF and 200 LF of 12-inch main will need to be designed for the Well #8 and Well #9 sites to connect these wells to the existing transmission mains in the area. Cannon is currently providing civil engineering services for design of this main expansion project. Mr. Roepke is the project manager on the project.

## Select Project Experience Summary:

**Mr. Roepke has served as Project Manager, QA/QC Engineer, or Project Engineer on the following projects:**

- Calleguas-Las Virgenes Municipal Water District Interconnection Project, Calabasas, California
- Seaside Force Main Project, Ventura, California
- Suburban Water Systems Plant 209 – Engineering Design Services, Covina, California
- Construction Management Well 2 Quality Control Inspection Services, La Crescenta, California
- Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, California
- Shadow Pines Wastewater Lift Station, Santa Clarita, California
- Glorietta Pump Station Valving Upgrade Project, Glendale, California
- Well No. 25 Booster Pump Replacement, South Gate, California
- Pumping Facilities for Extraction Well No. 19, Compton, California
- Pump Stations Upgrades, Ventura, California
- Pumping Station and Reservoir Improvements, Glendale, California
- Pump Station Improvements, Palmdale, California
- Pump Station Modifications, Southern California Water Company, Region III, California
- Water Well Design WT0025, Tulare, California
- Water Main Replacement, Various Locations, Beverly Hills, California

# Eric Porkert, PE Lead Engineer

**Professional Registration**

- Registered Civil Engineer, California, No. 57562

**Education**

- Bachelor of Science, Engineering, California State University, Northridge, California

**Professional Affiliations**

- American Water Works Association (AWWA)
- American Society of Civil Engineers (ASCE)
- Southern California Water Utilities Association (SCWUA)
- Association of Water Agencies of Ventura County (AWAVC)

**Position at Cannon**

Civil Senior Principal Engineer / General Manager


**Contact Information**

☎ 310.664.5121

✉ EricP@CannonCorp.us

🖹 310.382.5161


Since 1991, Mr. Porkert has developed professional engineering experience in both the public infrastructure and private development sectors. Specializing in water resource and wastewater planning, Mr. Porkert brings a long, successful history of designing major water transmission mains, water mains, pump stations, potable reservoirs, pressure regulating stations, water wells, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination. He directs project management and hydraulic analysis for large municipal water, recycled water, and wastewater facility design. Mr. Porkert's project experience includes designing energy-efficient water systems by adding off-peak equalizing storage. He has provided design for increased reservoir volume capacity by properly sizing water mains for efficient flow during off-peak pumping flows, and by increasing pump station flow capacity when feasible. Mr. Porkert is proficient at managing and solving challenging project obstacles. He is experienced in representing public agencies and serving as a liaison between owners, contractors, and subconsultants.

**El Segundo Standard Drawings and Atlas Maps El Segundo, California:** The City of El Segundo (City) has been committed to updating their standard water drawings and streamlining the acquisition of water system materials with an approved materials list. With a wealth of information collected by staff over many decades, the City was determined to capture and record this information to make it accessible to City staff members and contractors with the goal of standardization and efficiency. Cannon was selected to provide standard drawings and atlas maps for the City. Mr. Porkert served as Project Manager.

## Select Project Experience Summary:

**Mr. Porkert has served as Project Manager, QA/QC Engineer, Project Engineer, or Principal-in-Charge on the following projects:**

- Water Main Replacement, Various Locations, Beverly Hills, California
- K-8 Division Dual Pressure Zone Pump Station, Lancaster, California
- Elizabeth Lake Road 25th Street West Pump Station, Palmdale, California
- Shadow Pines Wastewater Lift Station, Santa Clarita, California
- Pump Station Upgrades, San Buenaventura, California
- M7W Well 4-66 and Pump Station Modifications, Lancaster, California
- Big Sky Ranch Pump Stations, Simi Valley, California
- Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California
- Ritter Ranch Pump Stations, Palmdale, California
- Golf Course Well No. 7, Ventura, California
- Mound Well Nos. 2 and 3, Ventura, California
- Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California
- West Simi Valley Recyled Water Project, Ventura County Water Works District, Simi Valley, California
- Ritter Ranch Development Pump Stations, Palmdale, California

# Mike Kielborn, PE, LEED AP  Project Engineer

**Professional Registration**

- Registered Civil Engineer, California, No. 70112
- LEED Accredited Professional
- Certified Horizontal Directional Drilling (HDD) Inspector

**Education**

- Bachelor of Science, Civil Engineering, Loyola Marymount University, Los Angeles, California

**Professional Affiliations**

- Association of Water Agencies of Ventura County
- American Public Works Association
- American Water Works Association

**Position at Cannon**

Civil Senior Principal Engineer

**Contact Information**

☎ 310.382.5124

✉ MikeK@CannonCorp.us

🖹 310.382.5164

Mr. Kielborn specializes in water and wastewater management planning; water supply, storage, and distribution; and sewer system engineering. Since 1999, Mr. Kielborn has provided construction management/inspection services, primarily working in underground utility construction and infrastructure design. Since 2003, he has served as Project Manager for improvements to water supply and wastewater systems for numerous reservoirs, pump stations, wells, surge tanks, major water transmission mains, and trunk sewers. Mr. Kielborn is a certified Horizontal Directional Drilling Inspector. He has effectively translated his knowledge of construction practices into creating facility designs that are more efficiently constructible. Mr. Kielborn has developed excellent project management, cost estimation, in-field engineering management, inspection, coordination, and scheduling abilities for multi-million-dollar projects.

**Standard Specifications Update, Santa Ynez Community Services District, Santa Ynez, California**: Cannon has served as District Engineer for the Santa Ynez Community Services District since 2004. As part of the scope of services, Cannon updated the District's Standard Specifications, Standard Drawings, and General Conditions. The previous version dated back to the early 1980s and was not in electronic format. The update process included incorporation of information from numerous sources including Greenbook, Sewer Code, Caltrans, and nearby sister agencies and cities, and removal of ambiguous and repetitive information.  Mr. Kielborn served as Project Manager.

## Select Project Experience Summary:

**Mr. Kielborn has served as Project Manager, QA/QC Engineer, or Project Engineer on the following projects:**

- San Juan Water Main Replacement and Street Reconstruction Project, Fullerton, California
- Seaside Force Main Project, Ventura, California
- Sewer System Replacement Project, Norwalk, California
- Huntington Drive Sewer Capacity Improvements, Arcadia, California
- K-8 Division Dual Pressure Zone Pump Station, Lancaster, California
- Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California
- Elizabeth Lake Road Trunk Sewer, Section 2, Anaverde Development, Palmdale, California
- Vintage Communities Sewage Lift Station, Malibu, California
- Preliminary Design Report – Sewer Collection System, Paso Robles, California
- Golden Valley Road Sewage Lift Station, Santa Clarita, California
- Salinas Dam Booster Pump Station – Engineering and Construction Engineering, San Luis Obispo, California
- On-Call Utilities Engineer, Lost Hills, California
- Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, California
- Ventura Street Water Main Replacement, Ojai, California
- Norswing Water Main Replacement, Oceano, California
- Groves Booster Pump Station, Golden State Water Company, Orcutt, California

# Gary Solsona, PE, QSD, CASQA Plan Check Engineer

**Professional Registration**
- Civil Engineer, California, No. 68420
- Qualified SWPPP Developer – Practitioner #234666

**Education**
- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona, California

**Professional Affiliations**
- Member – ASCE and APWA
- Past Board Member – Filipino American Society of Architects and Engineers

**Position at Cannon**
Public Works Manager

**Contact Information**
☎ 949.777.1580
✉ GaryS@CannonCorp.us
310.382.5164

Mr. Solsona is a Registered Civil Engineer with more than 19 years of experience managing and designing a wide range of public works projects consisting of roadway improvements, drainage, sewer, ADA design, sound wall and retaining wall design projects as well as preparation of Project Study Reports. Mr. Solsona is a recognized expert in ADA design and has provided ADA presentations for several local agencies in Southern California.

**City of Chino Plan Check Services, Chico, California:** Cannon was selected to provide general plan check services and review various improvement plans, documents, and technical studies. These included rough and precise grading plans, wet utility plans (e.g. sewer, water, storm drain), street improvement plans, street light plans and voltage drop calculations, hydrology studies and hydraulic calculations, water quality management plans (WQMPs), easements and right-of-way dedications, lot line adjustments, soils and geotechnical reports, tract and parcel maps, title and closure reports, and engineering cost estimates. Mr. Solsona served as Project Manager for this project.

**City of Santa Ana On-Call Plan Check Services, Santa Ana, California:** Cannon was selected to provide numerous broad-based plan checking duties for the City of Santa Ana. Typical Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments. Mr. Solsona served as Project Manager.

**City of Diamond Bar Plan Check Services, Diamond Bar, California:** Cannon was selected to provide plan checking duties for the City of Diamond Bar (City). Project types include mostly single-family residential as the City is an almost completely built out community. Standards utilized include the City's, the County of Los Angeles, and the American Public Works Association's, where applicable. Cannon is one of three outside plan checking consultants and has been able to provide quick turnaround times and responses to the City's needs. Mr. Solsona served as Project Manager.

**City of Menifee Civil Plan Check Services, Riverside County, California:** Cannon provided quick turnaround times in response to city needs including off-site/on-site street improvements, precise grading, on-site storm drains, signing/striping, and street lighting plans. Mr. Solsona served as Project Manager. He was responsible for overseeing civil plan check services utilizing standards established by the city, County of Riverside, and the American Public Works Association.

**City of El Monte As Needed Plan Check Services, El Monte, California:** Cannon was selected to provide broad based plan checking duties for the City of El Monte. Plan Check services include grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPP's, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments. Mr. Solsona served as Project Manager

# Andy Rowe, PE, LEED AP, QSD LID / Stormwater Regulations Specialist

**Professional Registration**

- Civil Engineer in Training, California, No. 75626

**Education**

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California
- PSMJ Project Management Bootcamp
- Certified Erosion and Sediment Control Lead Course, Washington State Department of Ecology

**Presentations & Publications**

- Case Study: City of Paso Robles 21st Street Green/Complete Street, AWWA Sustainable Water Management Conference, Portland, Oregon, March 2012

**Position at Cannon**
Civil Senior Associate Engineer

**Contact Information**
☎ 805.544.4515
✉ andyr@CannonCorp.us
805.544.3863

Mr. Rowe's expertise includes engineering design services for both public and private developments since 2004. He is knowledgeable in ADA design requirements for sidewalks, curb, and transportation projects. He is also knowledgeable in roundabout designs as well as roadway widening and street improvements. His storm drainage design experience includes extensive work with the treatment of runoff from the development of new impervious surfaces with the use of bio-swales and filter media. As a LEED Accredited Professional, he looks forward to the challenge of finding a balance between development cost and environmentally responsible design. He has provided LEED consulting services for a variety of institutional projects.

**Santa Monica Standard Plans and Specifications, Santa Monica, California:** The City of Santa Monica owns, manages, and operates its own water system, sewer collection system, and a storm water and runoff collection system for its watershed partners, residents, thousands of businesses, and millions of annual visitors. Cannon was selected to provide standard plans and specifications that included apparatus or equipment type and description, drawing number, design layout, installation instructions, elevation, dimensions, material schedule, fittings, and associated parts. Mr. Rowe served as LID/Stormwater Regulations Specialist.

**Sherwood Road Maintenance, Paso Robles, California:** The City of Paso Robles had been assigned funding for Sherwood Road, located along the eastern city limits, for street repairs as part of the half cent sales tax measure. Sherwood Road was designated as a Tier 2 street, which required more than a simple overlay for repair. The City desired to design the roadway to reduce future maintenance cost, create a gateway corridor for vehicular and pedestrian traffic, and reduce stormwater flow. The City selected Cannon to provide engineering and design services. Mr. Rowe served as Project Engineer.

## Select Project Experience Summary:

**Mr. Rowe has served as Project Engineer or LID/Stormwater Regulations Specialist on the following projects:**

- 21st Street: Complete Street Design and Stormwater Improvements, Paso Robles, California
- NCSD Standpipe Tank Modifications, Nipomo, California
- Santa Margarita Water Tank SWPPP, Santa Margarita, California
- Hutton Road Widening, San Luis Obispo, California
- College & Boone Intersection, Santa Maria, California
- Ashwood Place Culvert Replacement Construction Support Services, Paso Robles, California
- San Gabriel Road, Safe Routes, Atascadero, California
- South County Transit Hub, Grover Beach, California
- Longbranch Avenue West Design – CIP 2295-4, Grover Beach, California
- Veteran's Park Parking Lot and Drainage Design, Brighton, Colorado
- Youth Sports Complex Parking Lot and Drainage Design, Brighton, Colorado

# Michelle Pittner, EIT  Development Reviews

**Education**

- Bachelor of Science, Environmental Engineering, California Polytechnic University, San Luis Obispo, California

**Certifications**

- 40 Hour HAZWOPER Certified #1912281310211
- CPR Certified

**Professional Affiliations**

- Society of Environmental Engineers, Cal Poly
- Leadership: Chi Epsilon Honor Society- 2018 Pledge Class Vice President

**Skills**

- AutoCAD: drafting parts, floor plans, and road infrastructure
- Excel and VBA Basic programming
- Data Analysis: Analyzed water quality data in PSWC Competition Team
- Language: Conversational in Spanish

Ms. Pittner brings 3 years of experience as an assistant engineer for projects that include design services for the Corona Del Mar Wastewater Treatment Plant, Oceano Community Services District Waste Reduction and Recycling Plan, and Morro Bay Wastewater Collection Systems. Ms. Pittner has also assisted with McFarland and Lost Hills Utility District  development reviews. In addition, Ms. Pittner also designed a recommendation report for the Atascadero Water Reclamation Facility. She has provided services that include researching wastewater treatment technologies; creating decision matrices; and detailing the functionality, advantages, disadvantages, cost, and sustainability for the technologies.

**Wastewater Collections System Upgrade: Beachcomber, Morro Bay, California:** As the City of Morro Bay continues to grow and redevelop, higher system demands have been placed on their infrastructure. With this increasing need to efficiently manage and conserve the City's water resources, Morro Bay adopted an integrated approach to its water, wastewater, and stormwater master planning called, "OneWater Morro Bay".  This plan for the City's water systems included construction of a new wastewater treatment facility capable of producing purified water for injection into the Lower Morro Groundwater Basin. The purified water would strengthen and diversify Morro Bay's water supply portfolio, the majority of which had previously been imported from the State Water Project. The goal of the wastewater collection system upgrade was to decrease inflow and infiltration while increasing capacity for deficient segments of the system. Cannon provided engineering analysis and preliminary design, geotechnical engineering services, surveying, and easement/right of way acquisitions. We also prepared plans, specifications, and cost estimates during final design. We assisted with the bidding phase and provided engineering support during construction. Ms. Pittner served as Civil Engineering Assistant.

**Phase I LCSD Wastewater Treatment Plant Upgrade (WWTP) - Laguna County Sanitation District (District), Santa Maria, California:** The District is embarking on a two-phase program to upgrade and expand the WWTP. The Phase 1 overall scope of work includes the design of a 3.7 MGD conventional activated sludge plant, including new headworks/influent pump station, grit removal, aeration basin splitter box, aeration basins, secondary clarifiers, and RAS/WAS pump station. Cannon's scope of work includes the Structural, Mechanical, and Electrical/Instrumentation designs for the headworks/influent pump station, vortex grit chamber, aeration basin splitter box, and several new pump stations and pump station upgrades, as well as hydraulic profile calculations. Cannon is also responsible for the site civil work, including paving and grading and yard piping for the entire project. Ms. Pittner served as Civil Engineering Assistant.

**Atascadero Water Reclamation Facility Recommendation Report, Atascadero, California:**  Ms. Pittner managed a team of seven peers to complete a recommendation report for the redesign of the Atascadero Water Reclamation Facility. She researched wastewater treatment technologies; created decision matrices; and detailed the functionality, advantages, disadvantages, cost, and sustainability for the technologies. Ms. Pittner organized and lead team meetings, delegated tasks, and reviewed and edited member contributions.

## Select Project Experience Summary:

**Ms. Pittner has served as Engineering Assistant or Design Engineer on the following projects:**

- Corona Del Mar Wastewater Treatment Plant Updates, Corona Del Mar, California
- Hwy. 46 Pipeline Relocation, Lost Hills, California
- Oceano Community Services District Waste Reduction and Recycling Plan, Oceano, California

**Position at Cannon**

Civil Engineering Assistant I

**Contact Information**

☎ 805.544.4533

MichelleP@CannonCorp.us

805.544.3863

## City of McFarland
## Update City Water Improvement Standards

| | | Sr. Principal Engineer | | Principal QA/QC Engineer | | Project Engineer | | Project CADD Designer | | Project Coordinator II | | Direct Costs | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate | $208 | | $208 | | $165 | | $135 | | $87 | | Misc | | |
| | Design Tasks | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Cost | Hrs | Cost |
| Task | **Task 1-Obtain Initial Information and Coordination with City** | | | | | | | | | | | | | |
| 1.1 | Kickoff Meeting with City Staff | 8 | $1,664 | | | 10 | $1,650 | | | 1 | $87 | $120 | 19 | $3,521 |
| 1.2 | Gather/Review Relevant Data | 2 | $416 | | | 2 | $330 | | | | | | | $746 |
| | **Sub Total** | 10 | $2,080 | | | 12 | $1,980 | | | 1 | $87 | $120 | 19 | $4,267 |
| Task | **Task II-Prepare Data and Information** | | | | | | | | | | | | | |
| 2.1 | Prepare Information Regarding City's Sewer Systems | 1 | $208 | | | 3 | $495 | 3 | $405 | | | $140 | 7 | $1,248 |
| 2.2 | Gather Information to improve standards | 1.5 | $312 | | | 1.5 | $248 | | | | | | 3 | $560 |
| | **Sub Total** | 2.5 | $520 | | | 4.5 | $743 | 3 | $405 | | | $140 | 10 | $1,808 |
| Task | **Task III- Consult with City Staff regarding Improvement Standard changes** | | | | | | | | | | | | | |
| 3.1 | Prepare Information for City staff consideration - Benefits | 1 | $208 | | | 3 | $495 | 3 | $405 | | | $140 | 7 | $1,248 |
| 3.2 | Discuss benefits of Standard improvements with staff | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 4 | $660 | 3 | $405 | | | $140 | 9 | $1,621 |
| Task | **Task IV- Prepare Data and Information gathered from Consultanting with City Staff** | | | | | | | | | | | | | |
| 4.1 | Prepare information with information gathered | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Sub Total** | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Task V-Prepare Draft and Final Standard Standard Drawings** | | | | | | | | | | | | | |
| 5.1 | Prepare 75% Sewer Standard Drawings | 12 | $2,496 | 2 | $416 | 16 | $2,640 | 68 | $9,180 | 2 | $174 | | 100 | $14,906 |
| 5.2 | 100% Approved Material List | 8 | $1,664 | 2 | $416 | 12 | $1,980 | 40 | $5,400 | 2 | $174 | | 64 | $9,634 |
| | **Sub Total** | 20 | $4,160 | 4 | $832 | 28 | $4,620 | 108 | $14,580 | 4 | $348 | | 164 | $24,540 |
| | **Task VI-Public Hearin Adoption and Submission Assistance** | | | | | | | | | | | | | |
| 6.1 | City Council Presentation | 8 | $1,664 | | | 8 | $1,320 | | | | | $150 | | $3,134 |
| | | | | | | | | | | | | | | |
| | **Sub Total** | 8 | $1,664 | | | 8 | $1,320 | | | | | $150 | | $3,134 |
| | **Sub Total** | 43.5 | $9,048 | 5 | $1,040 | 58.5 | $9,653 | 116 | $15,660 | 6 | $522 | $550 | 209 | $36,473 |

# Description of Tasks

Cannon

| | Proposed<br>Water Standard Drawings | Estimated<br>Drawing Type |
|---|---|---|
| 1 | Water System General Notes | PDF |
| 2 | Water Supply Requirement Chart | PDF |
| 3 | Water Main Trench Detail- bedding and backfill | PDF |
| 4 | Design Requirements - Water Mains in the Vicinity of Sanitary Sewers | PDF |
| 5 | Cut-In Tee for Ductile Iron Pipe | PDF |
| 6 | Gate Valve Installation and Cut-In | PDF |
| 7 | 3/4”– 2” Copper Branch Service | PDF |
| 8 | New 3” – 8” Water Service Installation With Backflow Preventer | PDF |
| 9 | Restrained Length Table (if required) | PDF |
| 10 | Adjustable Valve Box With Cap | PDF |
| 11 | Meter Box Detail | PDF |
| 12 | Cutting and Plugging Water Mains | PDF |
| 13 | Fire Hydrant Assembly behind the sidewalk | PDF |
| 14 | Fire Hydrant Assembly in the street | PDF |
| 15 | 1” or 2” Air and Vacuum Release | PDF |
| 16 | 2” Permanent Blow off Assembly | PDF |
| 17 | 2” Temporary Blow off Assembly | PDF |
| 18 | Tracer Wire for PVC and Tracer Wire Test Ports | PDF |
| 19 | 2” through 4” Manifold Assembly | PDF |
| 20 | 3”-8” and Above Meter Installations with Back Flow Device | PDF |
| 21 | 3” and Above Water Service | PDF |
| 22 | New Fire Service Installation | PDF |
| 23 | Water Main Encasement Detail | PDF |
| 24 | Temporary Connections for the Initial Filling of New Water Mains | PDF |
| 25 | Meter and Backflow Device – Landscape Only | PDF |
| 26 | Hot Tapping Water Main - Details | PDF |
| 27 | Water Main crossing Storm Drains | PDF |
| 28 | Water Sampling Station | PDF |
| 29 | Butterfly valve installation Details | PDF |

**Anticipated Project Schedule:**

| | |
|---|---|
| Tasks I thru IV (Kickoff and Information Reviews | July 16, 2021 thru September 30,2021 2021 |
| Task V – Draft Standard Details | August 17, 2021 |
| Task V – Final Standards Details | September 15, 2021 |
| Task VI – Council Meeting Presentation | September 23, 2021 |

## Scope of Services*

We will be responsible for the following tasks:

**I – Obtain information and Coordination from City**

Our initial task is to meet with City Staff and review and obtain necessary information to prepare a draft of Sewer City Improvement Standards. The City shall provide Cannon with the existing City Improvement Standard along with relevant and available information concerning the project.

**II – Prepare Data and Information**

We will prepare information regarding the City’s sewer/wastewater system. As part of this task, we will gather information pertaining to the improvements that may influence and create a more efficient standard.

**III – Consult with City Staff regarding Improvement Standard changes.**

We will prepare information to provide to City staff to review to see benefits and perks that proposed changes may acquire. We will also discuss with staff the benefits and cost-effective of all changes.

**IV – Prepare Data and Information gathered from Consulting with City Staff**

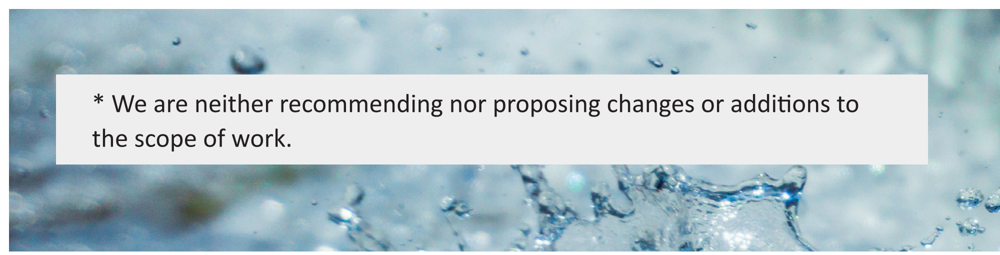
We will prepare information with information gathered from City Staff.

**V – Prepare Draft Water/Sewer City Improvement Standards**

Based on initial review and discussion with City Staff, we will prepare the Sewer City Improvement Standard Update Draft and Final, as well as 75% and Final Drawings, for approval with a presentation to the public.

**VI – Public Hearing, Adoption and Submission Assistance**

Assist with the presentation of completed Sewer City Improvement Standard Update to the public and City Council for the Public Hearing and Adoption.



* We are neither recommending nor proposing changes or additions to the scope of work.

# Reliable Responsive Solutions


**Cannon**

**4540 California Ave., Suite 550**
**Bakersfield, CA 93309**
**661.328.6280**

**AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF MCFARLAND, CALIFORNIA,**
**AND**
**CANNON**

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

**RECITALS**

The City requires outside assistance to provide the following services:

**City Water Improvement Standards Update 2021**

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

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

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

**AGREEMENT**

1. **<u>TERM OF AGREEMENT</u>**

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

   **1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than May 1, 2022, unless an extension of time is mutually agreed to by both parties in writing.

2. **<u>CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A)</u>**

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

**2.2.** Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.

**2.3.** Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.

**2.4.** Consultant shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

**2.5.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

**2.6.** If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**2.7.** Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

## 3. PAYMENT FOR SERVICES (ATTACHMENT B)

**3.1.** Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.

**3.2.** Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:

- a description of services performed;
- the date the services were performed;
- the number of hours spent and by whom;
- a description of all costs incurred, and the Consultant's signature.

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

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

## 4. SUBCONTRACTING

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

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

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

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

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

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

8. **TERMINATION OF AGREEMENT**

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

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

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

## 11. INDEPENDENT CONTRACTOR

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

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

## 12. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

**14. INSURANCE**

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

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

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

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

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

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

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

**i.** Be from an insurance company authorized to be in business in the State of California;

**ii.** Be in an insurable amount of not less than $1,000,000 for each occurrence; and

**iii.** Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

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

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

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

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

**i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

**ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

**iii.** Terminate this Agreement.

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

**15. DISPUTES**

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

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

**B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

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

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

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

**17. <u>CONSULTANT'S BOOKS AND RECORDS.</u>**

**17.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three

(3) years, or for any longer period required by law, from the date of final payment to Consultant.

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

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

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

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

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

If to Consultant:
Cannon
Amando Garza
4540 California Ave., Suite 550
Bakersfield Ca 93309

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

## 19. GENERAL PROVISIONS

**19.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**19.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**19.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

**19.4.** Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

**19.5.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

**19.6.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

**19.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

**19.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

**19.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

**19.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

21. **CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.** Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC § 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

Date: ______________

CITY OF MCFARLAND

By: ___________________________________

Sally Gonzalez
Mayor

Date: ______________

Cannon

By: ___________________________________

Name: ________________________________

Its: ___________________________________

**ATTACHMENT "A"**
**Scope of Work**

# Description of Tasks

| | Proposed Water Standard Drawings | Estimated Drawing Type |
|---|---|---|
| 1 | Water System General Notes | PDF |
| 2 | Water Supply Requirement Chart | PDF |
| 3 | Water Main Trench Detail- bedding and backfill | PDF |
| 4 | Design Requirements - Water Mains in the Vicinity of Sanitary Sewers | PDF |
| 5 | Cut-In Tee for Ductile Iron Pipe | PDF |
| 6 | Gate Valve Installation and Cut-In | PDF |
| 7 | 3/4"– 2" Copper Branch Service | PDF |
| 8 | New 3" – 8" Water Service Installation With Backflow Preventer | PDF |
| 9 | Restrained Length Table (if required) | PDF |
| 10 | Adjustable Valve Box With Cap | PDF |
| 11 | Meter Box Detail | PDF |
| 12 | Cutting and Plugging Water Mains | PDF |
| 13 | Fire Hydrant Assembly behind the sidewalk | PDF |
| 14 | Fire Hydrant Assembly in the street | PDF |
| 15 | 1" or 2" Air and Vacuum Release | PDF |
| 16 | 2" Permanent Blow off Assembly | PDF |
| 17 | 2" Temporary Blow off Assembly | PDF |
| 18 | Tracer Wire for PVC and Tracer Wire Test Ports | PDF |
| 19 | 2" through 4" Manifold Assembly | PDF |
| 20 | 3"-8" and Above Meter Installations with Back Flow Device | PDF |
| 21 | 3" and Above Water Service | PDF |
| 22 | New Fire Service Installation | PDF |
| 23 | Water Main Encasement Detail | PDF |
| 24 | Temporary Connections for the Initial Filling of New Water Mains | PDF |
| 25 | Meter and Backflow Device – Landscape Only | PDF |
| 26 | Hot Tapping Water Main - Details | PDF |
| 27 | Water Main crossing Storm Drains | PDF |
| 28 | Water Sampling Station | PDF |
| 29 | Butterfly valve installation Details | PDF |

**Anticipated Project Schedule:**

| | |
|---|---|
| Tasks I thru IV (Kickoff and Information Reviews | July 16, 2021 thru September 30,2021 2021 |
| Task V – Draft Standard Details | August 17, 2021 |
| Task V – Final Standards Details | September 15, 2021 |
| Task VI – Council Meeting Presentation | September 23, 2021 |

## Scope of Services*

We will be responsible for the following tasks:

**I – Obtain information and Coordination from City**

Our initial task is to meet with City Staff and review and obtain necessary information to prepare a draft of Sewer City Improvement Standards. The City shall provide Cannon with the existing City Improvement Standard along with relevant and available information concerning the project.

**II – Prepare Data and Information**

We will prepare information regarding the City's sewer/wastewater system. As part of this task, we will gather information pertaining to the improvements that may influence and create a more efficient standard.

**III – Consult with City Staff regarding Improvement Standard changes.**

We will prepare information to provide to City staff to review to see benefits and perks that proposed changes may acquire. We will also discuss with staff the benefits and cost-effective of all changes.

**IV – Prepare Data and Information gathered from Consulting with City Staff**

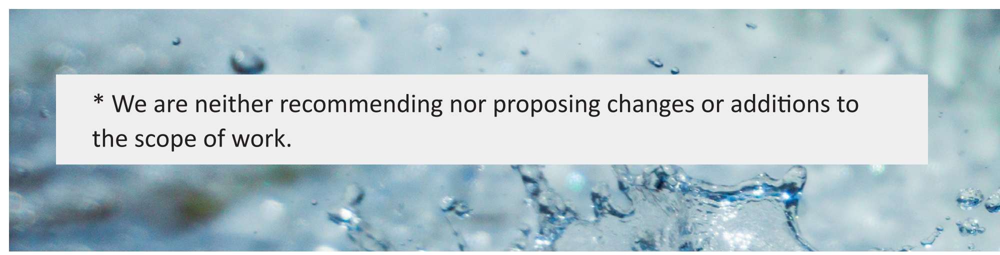
We will prepare information with information gathered from City Staff.

**V – Prepare Draft Water/Sewer City Improvement Standards**

Based on initial review and discussion with City Staff, we will prepare the Sewer City Improvement Standard Update Draft and Final, as well as 75% and Final Drawings, for approval with a presentation to the public.

**VI – Public Hearing, Adoption and Submission Assistance**

Assist with the presentation of completed Sewer City Improvement Standard Update to the public and City Council for the Public Hearing and Adoption.



* We are neither recommending nor proposing changes or additions to the scope of work.

**ATTACHMENT "B"**
**Payment for Services**

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

## City of McFarland
## Update City Water Improvement Standards

| | | Sr. Principal Engineer | | Principal QA/QC Engineer | | Project Engineer | | Project CADD Designer | | Project Coordinator II | | Direct Costs | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate | $208 | | $208 | | $165 | | $135 | | $87 | | Misc | | |
| | Design Tasks | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Cost | Hrs | Cost |
| Task | **Task 1-Obtain Initial Information and Coordination with City** | | | | | | | | | | | | | |
| 1.1 | Kickoff Meeting with City Staff | 8 | $1,664 | | | 10 | $1,650 | | | 1 | $87 | $120 | 19 | $3,521 |
| 1.2 | Gather/Review Relevant Data | 2 | $416 | | | 2 | $330 | | | | | | | $746 |
| | **Sub Total** | 10 | $2,080 | | | 12 | $1,980 | | | 1 | $87 | $120 | 19 | $4,267 |
| Task | **Task II-Prepare Data and Information** | | | | | | | | | | | | | |
| 2.1 | Prepare Information Regarding City's Sewer Systems | 1 | $208 | | | 3 | $495 | 3 | $405 | | | $140 | 7 | $1,248 |
| 2.2 | Gather Information to improve standards | 1.5 | $312 | | | 1.5 | $248 | | | | | | 3 | $560 |
| | **Sub Total** | 2.5 | $520 | | | 4.5 | $743 | 3 | $405 | | | $140 | 10 | $1,808 |
| Task | **Task III- Consult with City Staff regarding Improvement Standard changes** | | | | | | | | | | | | | |
| 3.1 | Prepare Information for City staff consideration - Benefits | 1 | $208 | | | 3 | $495 | 3 | $405 | | | $140 | 7 | $1,248 |
| 3.2 | Discuss benefits of Standard improvements with staff | 1 | $208 | | | 1 | $165 | | | | | | 2 | $373 |
| | **Sub Total** | 2 | $416 | | | 4 | $660 | 3 | $405 | | | $140 | 9 | $1,621 |
| Task | **Task IV- Prepare Data and Information gathered from Consultanting with City Staff** | | | | | | | | | | | | | |
| 4.1 | Prepare information with information gathered | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Sub Total** | 1 | $208 | 1 | $208 | 2 | $330 | 2 | $270 | 1 | $87 | | 7 | $1,103 |
| | **Task V-Prepare Draft and Final Standard Standard Drawings** | | | | | | | | | | | | | |
| 5.1 | Prepare 75% Sewer Standard Drawings | 12 | $2,496 | 2 | $416 | 16 | $2,640 | 68 | $9,180 | 2 | $174 | | 100 | $14,906 |
| 5.2 | 100% Approved Material List | 8 | $1,664 | 2 | $416 | 12 | $1,980 | 40 | $5,400 | 2 | $174 | | 64 | $9,634 |
| | **Sub Total** | 20 | $4,160 | 4 | $832 | 28 | $4,620 | 108 | $14,580 | 4 | $348 | | 164 | $24,540 |
| | **Task VI-Public Hearin Adoption and Submission Assistance** | | | | | | | | | | | | | |
| 6.1 | City Council Presentation | 8 | $1,664 | | | 8 | $1,320 | | | | | $150 | | $3,134 |
| | | | | | | | | | | | | | | |
| | **Sub Total** | 8 | $1,664 | | | 8 | $1,320 | | | | | $150 | | $3,134 |
| | **Sub Total** | 43.5 | $9,048 | 5 | $1,040 | 58.5 | $9,653 | 116 | $15,660 | 6 | $522 | $550 | 209 | $36,473 |

**ATTACHMENT "C"**
**Project Schedule and Completion Date**

# Description of Tasks

| | Proposed<br>**Water Standard Drawings** | Estimated<br>Drawing Type |
|---|---|---|
| 1 | Water System General Notes | PDF |
| 2 | Water Supply Requirement Chart | PDF |
| 3 | Water Main Trench Detail- bedding and backfill | PDF |
| 4 | Design Requirements - Water Mains in the Vicinity of Sanitary Sewers | PDF |
| 5 | Cut-In Tee for Ductile Iron Pipe | PDF |
| 6 | Gate Valve Installation and Cut-In | PDF |
| 7 | 3/4”– 2” Copper Branch Service | PDF |
| 8 | New 3” – 8” Water Service Installation With Backflow Preventer | PDF |
| 9 | Restrained Length Table (if required) | PDF |
| 10 | Adjustable Valve Box With Cap | PDF |
| 11 | Meter Box Detail | PDF |
| 12 | Cutting and Plugging Water Mains | PDF |
| 13 | Fire Hydrant Assembly behind the sidewalk | PDF |
| 14 | Fire Hydrant Assembly in the street | PDF |
| 15 | 1” or 2” Air and Vacuum Release | PDF |
| 16 | 2” Permanent Blow off Assembly | PDF |
| 17 | 2” Temporary Blow off Assembly | PDF |
| 18 | Tracer Wire for PVC and Tracer Wire Test Ports | PDF |
| 19 | 2” through 4” Manifold Assembly | PDF |
| 20 | 3”-8” and Above Meter Installations with Back Flow Device | PDF |
| 21 | 3” and Above Water Service | PDF |
| 22 | New Fire Service Installation | PDF |
| 23 | Water Main Encasement Detail | PDF |
| 24 | Temporary Connections for the Initial Filling of New Water Mains | PDF |
| 25 | Meter and Backflow Device – Landscape Only | PDF |
| 26 | Hot Tapping Water Main - Details | PDF |
| 27 | Water Main crossing Storm Drains | PDF |
| 28 | Water Sampling Station | PDF |
| 29 | Butterfly valve installation Details | PDF |

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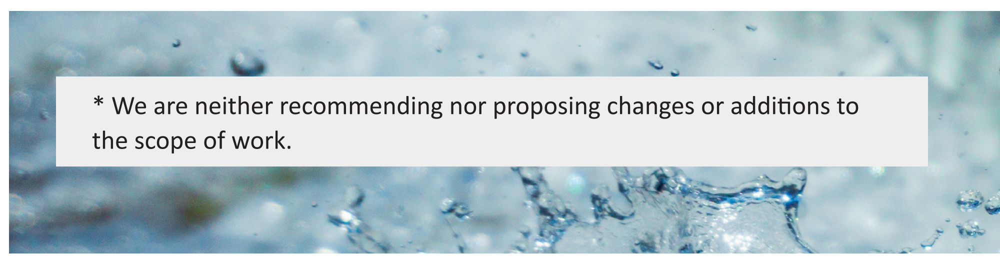

* We are neither recommending nor proposing changes or additions to the scope of work.