

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

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

**August 12, 2021
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, Vidal Santillano

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 **\$76,351.23** From July 16, 2021, through July 31, 2021.
2. Payroll Register for **\$327,246.97** for **July 2021**.
3. Approval of **July 22, 2021**, Regular Meeting Minutes.
4. Approval of **August 5, 2021**, Special Meeting Minutes.

PUBLIC HEARINGS

5. Public Hearing to Receive Comments Related to Declaration of Negative Declaration for Tract 7393 and 7394.

Staff Recommends That the City Council:

- a. Open The Public Hearing and Receive Public Testimony.

- b. Adopt *Resolution No. 2021-0047*, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING THE INITIAL STUDY AND NEGATIVE DECLARATION PREPARED TENTATIVE TRACT 7393 AND 7394.

DEPARTMENTAL REPORTS

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

ADMINISTRATIVE AGENDA

6. Report, Discussion, and Possible Approval of Vesting Tentative Tract Map 7393 to produce new housing development and provide 167 residential houses, neighborhood park, and a drainage sump.
7. Report, Discussion, and Possible Approval of Vesting Tentative Tract Map 7394 to produce new housing development and provide 183 residential houses.
8. 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.
9. Report, Discuss, and Appoint a voting delegate and up to two alternates for League of California Cities Annual Conference & Expo on September 22-24, 2021.
10. Approval to contract with Lexipol for a new city policy manual and to eliminate the employee handbook.
11. Report, Discuss and Approve Agreement for Illegal Dumping Resources Funds between County of Kern and City of McFarland.
12. Report, Discuss, and Approve the Notice of Completion for Villa Del Caribe Park.
13. Report, Discuss, and Provide Direction for the Davis Ave. Road Reconstruction Project from W. Perkins Ave. to Elmo Hwy.
14. Report, Discuss, and Consider approval of the city of McFarland facility use agreement.

15. Report, Discuss, and Potential Cancellation of the McFarland Veteran's Community Center Rental Agreement between City of McFarland and Sonrise Baptist Church of Clovis, per Council Member Saul Ayon.
16. Report, Discuss and Consider Approval of a new Real Property Lease Agreement (103 W. Sherwood Avenue, McFarland, CA 93250) between City of McFarland and Sonrise Baptist Church of Clovis.
17. Report, Discuss and Consider Approval of License Agreement for Use of Veteran's Hall for McFarland Greater Chamber of Commerce.
18. Report, Discuss and Consider Approval of License Agreement for Use of Veteran's Hall for McFarland Lions Club.
19. Report, Discuss, and Approve Awarding a construction agreement to Triple A Construction in the amount of \$22,500.00 for the Animal Shelter facility.

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

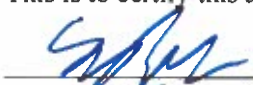
On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request 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.

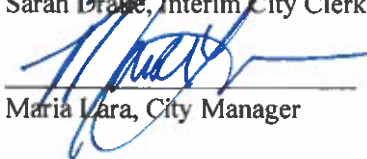
CLOSED SESSION

1. PUBLIC EMPLOYEE – APPOINTMENT/EMPLOYMENT (Pursuant to Government Code, § 54957.) Title: Acting City Manager.

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on August 9, 2021.



Sarah Drake, Interim City Clerk

Maria Lara, City Manager

Next Meeting: Regular City Council August 26, 2021.

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



City of McFarland, CA

Expense Approval Report

By Vendor Name

Post Dates 7/16/2021 - 7/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advanced Data Storage - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	130315	07/27/2021	Inv. 130315 06/14/21	01-150-52200-0000-1	41.40
Vendor Advanced Data Storage - Advanced Data Storage, Inc. Total:					41.40
Vendor: Aflac - Aflac					
Aflac	INV0019294	07/29/2021	Maria Moreno Life	34-22900-0000-1	32.95
Vendor Aflac - Aflac Total:					32.95
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0019228	07/29/2021	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0019229	07/29/2021	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0019230	07/29/2021	American Fidelity - Disability In...	01-22700-0000-1	251.24
American Fidelity	INV0019231	07/29/2021	Health FSA	01-22600-0000-1	3.84
American Fidelity	INV0019232	07/29/2021	Life 1	01-22900-0000-1	133.82
American Fidelity	INV0019233	07/29/2021	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0019244	07/29/2021	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0019255	07/29/2021	American Fidelity Accident 1	30-22800-0000-1	8.66
American Fidelity	INV0019256	07/29/2021	American Fidelity Accident 2* P...	34-22800-0000-1	15.41
American Fidelity	INV0019257	07/29/2021	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0019258	07/29/2021	American Fidelity - Disability In...	01-22700-0000-1	74.49
American Fidelity	INV0019258	07/29/2021	American Fidelity - Disability In...	30-22700-0000-1	73.85
American Fidelity	INV0019258	07/29/2021	American Fidelity - Disability In...	31-22700-0000-1	7.09
American Fidelity	INV0019258	07/29/2021	American Fidelity - Disability In...	32-22700-0000-1	21.39
American Fidelity	INV0019258	07/29/2021	American Fidelity - Disability In...	34-22700-0000-1	30.76
American Fidelity	INV0019259	07/29/2021	Health FSA	01-22600-0000-1	71.62
American Fidelity	INV0019259	07/29/2021	Health FSA	30-22600-0000-1	76.50
American Fidelity	INV0019259	07/29/2021	Health FSA	31-22600-0000-1	3.48
American Fidelity	INV0019259	07/29/2021	Health FSA	32-22600-0000-1	56.06
American Fidelity	INV0019260	07/29/2021	Life 1	01-22900-0000-1	26.93
American Fidelity	INV0019260	07/29/2021	Life 1	30-22900-0000-1	47.92
American Fidelity	INV0019260	07/29/2021	Life 1	31-22900-0000-1	15.34
American Fidelity	INV0019260	07/29/2021	Life 1	32-22900-0000-1	34.24
American Fidelity	INV0019260	07/29/2021	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0019261	07/29/2021	Life 2	01-22900-0000-1	2.88
American Fidelity	INV0019261	07/29/2021	Life 2	30-22900-0000-1	23.75
American Fidelity	INV0019261	07/29/2021	Life 2	31-22900-0000-1	0.03
American Fidelity	INV0019261	07/29/2021	Life 2	32-22900-0000-1	3.13
American Fidelity	INV0019261	07/29/2021	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0019262	07/29/2021	Life 3	01-22900-0000-1	3.36
American Fidelity	INV0019262	07/29/2021	Life 3	30-22900-0000-1	4.03
American Fidelity	INV0019262	07/29/2021	Life 3	31-22900-0000-1	0.05
American Fidelity	INV0019262	07/29/2021	Life 3	32-22900-0000-1	3.91
American Fidelity	INV0019263	07/29/2021	Life 3	01-22900-0000-1	2.88
American Fidelity	INV0019263	07/29/2021	Life 3	30-22900-0000-1	3.12
American Fidelity	INV0019263	07/29/2021	Life 3	31-22900-0000-1	0.03
American Fidelity	INV0019263	07/29/2021	Life 3	32-22900-0000-1	3.03
American Fidelity	INV0019264	07/29/2021	Life 3	01-22900-0000-1	1.35
American Fidelity	INV0019264	07/29/2021	Life 3	30-22900-0000-1	1.02
American Fidelity	INV0019264	07/29/2021	Life 3	32-22900-0000-1	1.02
American Fidelity	INV0019289	07/29/2021	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0019290	07/29/2021	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0019291	07/29/2021	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
American Fidelity	INV0019292	07/29/2021	Cancer 2* - American Fidelity Pr...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					1,183.33

Expense Approval Report

Post Dates: 7/16/2021 - 7/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	21-0223	07/27/2021	Interstate Tract - TTM 7393/ In...	01-140-56000-8472-1	3,762.50
BHT Engineering, Inc.	TPM12412	07/27/2021	TPM 12412 - plan check	01-140-56000-8472-1	1,977.50
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					5,740.00
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	BPI156578	07/27/2021	INV BPI156882 L A CHEMCHLOR...	32-510-57400-0000-1	929.30
Vendor Brenntag - Brenntag Pacific Inc. Total:					929.30
Vendor: Business Card - Business Card					
Business Card	INV0019302	07/27/2021	1734 Lara - Lunch for R. Cano &...	01-105-52000-0000-1	29.24
Business Card	INV0019303	07/27/2021	6879 Ceja - Tripod/Speakers for...	01-105-57200-0000-1	114.73
Vendor Business Card - Business Card Total:					143.97
Vendor: COVANTA - Covanta Holding Corporation					
Covanta Holding Corporation	337780	07/27/2021	Inv. 337780STANI	01-150-56000-0000-1	360.77
Vendor COVANTA - Covanta Holding Corporation Total:					360.77
Vendor: De Lage Landen - De Lage Landen					
De Lage Landen	72618296	07/27/2021	Inv. 72618296 (5/24/21) Contr...	01-150-52200-0000-1	112.61
Vendor De Lage Landen - De Lage Landen Total:					112.61
Vendor: EDD - EDD					
EDD	INV0019247	07/29/2021	State Income Tax Withholding	01-22200-0000-1	1,775.47
EDD	INV0019248	07/29/2021	SDI - State Disability Insurance	01-22200-0000-1	540.71
EDD	INV0019248	07/29/2021	SDI - State Disability Insurance	30-22200-0000-1	0.74
EDD	INV0019248	07/29/2021	SDI - State Disability Insurance	32-22200-0000-1	0.73
EDD	INV0019249	07/29/2021	State Unemployment Insurance	01-22250-0000-1	199.36
EDD	INV0019249	07/29/2021	State Unemployment Insurance	30-22250-0000-1	3.13
EDD	INV0019249	07/29/2021	State Unemployment Insurance	32-22250-0000-1	3.12
EDD	INV0019297	07/29/2021	State Income Tax Withholding	01-22200-0000-1	357.08
EDD	INV0019297	07/29/2021	State Income Tax Withholding	20-22200-0000-1	37.29
EDD	INV0019297	07/29/2021	State Income Tax Withholding	30-22200-0000-1	301.71
EDD	INV0019297	07/29/2021	State Income Tax Withholding	31-22200-0000-1	6.57
EDD	INV0019297	07/29/2021	State Income Tax Withholding	32-22200-0000-1	211.04
EDD	INV0019297	07/29/2021	State Income Tax Withholding	34-22200-0000-1	15.95
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	01-22200-0000-1	182.32
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	20-22200-0000-1	20.70
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	30-22200-0000-1	112.91
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	31-22200-0000-1	19.07
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	32-22200-0000-1	107.01
EDD	INV0019298	07/29/2021	SDI - State Disability Insurance	34-22200-0000-1	13.10
EDD	INV0019299	07/29/2021	State Unemployment Insurance	30-22250-0000-1	29.70
EDD	INV0019299	07/29/2021	State Unemployment Insurance	31-22250-0000-1	28.17
EDD	INV0019299	07/29/2021	State Unemployment Insurance	32-22250-0000-1	18.28
Vendor EDD - EDD Total:					3,984.16
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Payment ...	INV0019245	07/29/2021	Federal Income Tax Withholding	01-22050-0000-1	5,415.28
Electronic Federal Tax Payment ...	INV0019246	07/29/2021	Social Security	01-22100-0000-1	6,704.68
Electronic Federal Tax Payment ...	INV0019246	07/29/2021	Social Security	30-22100-0000-1	9.12
Electronic Federal Tax Payment ...	INV0019246	07/29/2021	Social Security	32-22100-0000-1	9.14
Electronic Federal Tax Payment ...	INV0019250	07/29/2021	Medicare	01-22150-0000-1	1,568.02
Electronic Federal Tax Payment ...	INV0019250	07/29/2021	Medicare	30-22150-0000-1	2.14
Electronic Federal Tax Payment ...	INV0019250	07/29/2021	Medicare	32-22150-0000-1	2.14
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	01-22050-0000-1	1,175.41
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	20-22050-0000-1	30.27
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	30-22050-0000-1	836.22
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	31-22050-0000-1	36.29
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	32-22050-0000-1	501.39
Electronic Federal Tax Payment ...	INV0019295	07/29/2021	Federal Income Tax Withholding	34-22050-0000-1	64.02
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	01-22100-0000-1	2,260.60
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	20-22100-0000-1	256.88
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	30-22100-0000-1	1,399.94

Expense Approval Report

Post Dates: 7/16/2021 - 7/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	31-22100-0000-1	236.46
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	32-22100-0000-1	1,327.34
Electronic Federal Tax Payment ...	INV0019296	07/29/2021	Social Security	34-22100-0000-1	162.48
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	01-22150-0000-1	528.70
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	20-22150-0000-1	60.08
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	30-22150-0000-1	327.46
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	31-22150-0000-1	55.32
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	32-22150-0000-1	310.34
Electronic Federal Tax Payment ...	INV0019300	07/29/2021	Medicare	34-22150-0000-1	38.00
Vendor EFTPS - Electronic Federal Tax Payment System Total:					23,317.72
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0019293	07/29/2021	FTB Number 1105676127	01-22350-0000-1	62.50
Franchise Tax	INV0019293	07/29/2021	FTB Number 1105676127	30-22350-0000-1	62.50
Franchise Tax	INV0019293	07/29/2021	FTB Number 1105676127	31-22350-0000-1	62.50
Franchise Tax	INV0019293	07/29/2021	FTB Number 1105676127	32-22350-0000-1	62.50
Vendor Franchise Tax - Franchise Tax Total:					250.00
Vendor: General Tree, Inc - General Tree, Inc.					
General Tree, Inc.	58940	07/27/2021	Invoice 58940-	01-165-55950-0000-1	600.00
Vendor General Tree, Inc - General Tree, Inc. Total:					600.00
Vendor: Visual Edge - Image Source					
Image Source	25AR1280997	07/27/2021	Inv25AR1282207	01-310-54800-0000-1	105.00
Vendor Visual Edge - Image Source Total:					105.00
Vendor: Jim Burke - Jim Burke					
Jim Burke	675780	07/27/2021	Invoice 675780	01-155-56600-0000-1	3,077.16
Vendor Jim Burke - Jim Burke Total:					3,077.16
Vendor: John Hancock - John Hancock					
John Hancock	INV0019226	07/29/2021	401K - Employer	01-20800-0000-1	4,537.93
John Hancock	INV0019227	07/29/2021	401K - Employee	01-20800-0000-1	942.53
John Hancock	INV0019235	07/29/2021	401k Contribution	01-20800-0000-1	151.92
John Hancock	INV0019236	07/29/2021	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0019237	07/29/2021	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0019238	07/29/2021	401k Contribution	01-20800-0000-1	268.89
John Hancock	INV0019239	07/29/2021	401k Contribution	01-20800-0000-1	246.88
John Hancock	INV0019240	07/29/2021	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0019241	07/29/2021	401k Contribution	01-20800-0000-1	274.68
John Hancock	INV0019242	07/29/2021	401k Contribution	01-20800-0000-1	776.92
John Hancock	INV0019243	07/29/2021	401k Contribution	01-20800-0000-1	277.12
John Hancock	INV0019251	07/29/2021	401K - Employer	01-20800-0000-1	849.96
John Hancock	INV0019251	07/29/2021	401K - Employer	20-20800-0000-1	201.50
John Hancock	INV0019251	07/29/2021	401K - Employer	30-20800-0000-1	458.34
John Hancock	INV0019251	07/29/2021	401K - Employer	31-20800-0000-1	142.85
John Hancock	INV0019251	07/29/2021	401K - Employer	32-20800-0000-1	367.58
John Hancock	INV0019252	07/29/2021	401K - Employee	01-20800-0000-1	356.68
John Hancock	INV0019252	07/29/2021	401K - Employee	20-20800-0000-1	14.97
John Hancock	INV0019252	07/29/2021	401K - Employee	30-20800-0000-1	72.60
John Hancock	INV0019252	07/29/2021	401K - Employee	31-20800-0000-1	12.46
John Hancock	INV0019252	07/29/2021	401K - Employee	32-20800-0000-1	147.38
John Hancock	INV0019265	07/29/2021	401K Loan 1	01-20800-0000-1	19.41
John Hancock	INV0019265	07/29/2021	401K Loan 1	30-20800-0000-1	14.55
John Hancock	INV0019265	07/29/2021	401K Loan 1	32-20800-0000-1	14.55
John Hancock	INV0019266	07/29/2021	401K Loan 1	30-20800-0000-1	100.02
John Hancock	INV0019267	07/29/2021	401K Loan 1	01-20800-0000-1	35.80
John Hancock	INV0019267	07/29/2021	401K Loan 1	30-20800-0000-1	54.11
John Hancock	INV0019267	07/29/2021	401K Loan 1	31-20800-0000-1	0.81
John Hancock	INV0019267	07/29/2021	401K Loan 1	32-20800-0000-1	52.48
John Hancock	INV0019268	07/29/2021	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0019268	07/29/2021	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0019268	07/29/2021	401K Loan 2	32-20800-0000-1	15.85
John Hancock	INV0019269	07/29/2021	401K Loan 2	01-20800-0000-1	25.00

Expense Approval Report

Post Dates: 7/16/2021 - 7/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0019269	07/29/2021	401K Loan 2	30-20800-0000-1	37.79
John Hancock	INV0019269	07/29/2021	401K Loan 2	31-20800-0000-1	0.57
John Hancock	INV0019269	07/29/2021	401K Loan 2	32-20800-0000-1	36.64
John Hancock	INV0019270	07/29/2021	401K Loan 3	01-20800-0000-1	178.00
John Hancock	INV0019271	07/29/2021	401K Loan 3	32-20800-0000-1	25.60
John Hancock	INV0019272	07/29/2021	401K Loan 3	34-20800-0000-1	100.00
John Hancock	INV0019273	07/29/2021	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0019274	07/29/2021	401K Loan 4	01-20800-0000-1	131.83
John Hancock	INV0019275	07/29/2021	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0019276	07/29/2021	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0019277	07/29/2021	401K Loan 5	32-20800-0000-1	89.08
John Hancock	INV0019278	07/29/2021	401K Loan 4	01-20800-0000-1	372.02
John Hancock	INV0019279	07/29/2021	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0019279	07/29/2021	401K Loan 4	30-20800-0000-1	34.17
John Hancock	INV0019279	07/29/2021	401K Loan 4	32-20800-0000-1	34.17
John Hancock	INV0019280	07/29/2021	401k Contribution	01-20800-0000-1	242.44
John Hancock	INV0019281	07/29/2021	401k Contribution	01-20800-0000-1	194.48
John Hancock	INV0019282	07/29/2021	401k Contribution	32-20800-0000-1	134.32
John Hancock	INV0019283	07/29/2021	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0019283	07/29/2021	401k Contribution	30-20800-0000-1	157.53
John Hancock	INV0019283	07/29/2021	401k Contribution	32-20800-0000-1	157.53
John Hancock	INV0019284	07/29/2021	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0019285	07/29/2021	401k Contribution	01-20800-0000-1	184.06
John Hancock	INV0019285	07/29/2021	401k Contribution	20-20800-0000-1	5.70
John Hancock	INV0019286	07/29/2021	401k Contribution	01-20800-0000-1	25.00
John Hancock	INV0019286	07/29/2021	401k Contribution	30-20800-0000-1	37.79
John Hancock	INV0019286	07/29/2021	401k Contribution	31-20800-0000-1	0.57
John Hancock	INV0019286	07/29/2021	401k Contribution	32-20800-0000-1	36.64
John Hancock	INV0019287	07/29/2021	401k Contribution	34-20800-0000-1	131.04
John Hancock	INV0019288	07/29/2021	401k Contribution	01-20800-0000-1	131.04
Vendor John Hancock - John Hancock Total:					14,415.34
Vendor: J's Automotive - J's Automotive					
J's Automotive	9319	07/27/2021	Inv. 9319 (Unit 31 - 2011 Ford)	01-150-56600-0000-1	1,137.03
J's Automotive	9326	07/27/2021	Inv. 9326 (Unit 33)	01-150-56600-0000-1	299.10
J's Automotive	9327	07/27/2021	Inv. 9327 (Unit 34)	01-150-56600-0000-1	75.03
J's Automotive	9330	07/27/2021	Inv. 9330 (Unit 37)	01-150-56600-0000-1	52.44
J's Automotive	9331	07/27/2021	Inv. 9331	01-150-56600-0000-1	321.64
J's Automotive	9341	07/27/2021	Inv. 9341 (Unit 34)	01-150-56600-0000-1	144.32
J's Automotive	9347	07/27/2021	Inv. 9347 (Unit 38)	01-150-56600-0000-1	49.12
Vendor J's Automotive - J's Automotive Total:					2,078.68
Vendor: Magic Touch Car Wash - Magic Touch Car Wash					
Magic Touch Car Wash	116	07/27/2021	Inv 116-Fleet Car Wash PD (Mo...	01-150-52200-0000-1	282.00
Vendor Magic Touch Car Wash - Magic Touch Car Wash Total:					282.00
Vendor: Mass Mutual - Mass Mutual					
Mass Mutual	INV0019253	07/29/2021	457 Employer	01-20800-0000-1	102.99
Mass Mutual	INV0019253	07/29/2021	457 Employer	30-20800-0000-1	155.63
Mass Mutual	INV0019253	07/29/2021	457 Employer	31-20800-0000-1	2.33
Mass Mutual	INV0019253	07/29/2021	457 Employer	32-20800-0000-1	150.97
Mass Mutual	INV0019254	07/29/2021	457 Contribution	01-20800-0000-1	25.00
Mass Mutual	INV0019254	07/29/2021	457 Contribution	30-20800-0000-1	37.79
Mass Mutual	INV0019254	07/29/2021	457 Contribution	31-20800-0000-1	0.57
Mass Mutual	INV0019254	07/29/2021	457 Contribution	32-20800-0000-1	36.64
Vendor Mass Mutual - Mass Mutual Total:					511.92
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	21960	07/27/2021	Inv 21960	30-500-56600-0000-1	15.00
Vendor McFarland Tire - McFarland Tire Total:					15.00
Vendor: Office Depot - Office Depot					
Office Depot	177856543001	07/27/2021	Finance Inv 177856541001	01-130-57200-0000-1	2.62
Office Depot	177856543001	07/27/2021	Finance Inv 177856541001	30-500-57200-0000-1	2.63

Expense Approval Report

Post Dates: 7/16/2021 - 7/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	177856543001	07/27/2021	Finance Inv 177856541001	31-505-57200-0000-1	2.63
Office Depot	177856543001	07/27/2021	Finance Inv 177856541001	32-510-57200-0000-1	2.63
Vendor Office Depot - Office Depot Total:					10.51
Vendor: Phoenix Group - Phoenix Group					
Phoenix Group	42021202	07/27/2021	Citation Processing Services - #...	01-150-52200-0000-1	285.00
Vendor Phoenix Group - Phoenix Group Total:					285.00
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0019234	07/29/2021	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					24.90
Vendor: Proffitt Constructio - Proffitt Construction Inc					
Proffitt Construction Inc	INV0019301	07/27/2021	Superior Construction Inv 10	25-000-52960-8080-1	9,148.88
Vendor Proffitt Constructio - Proffitt Construction Inc Total:					9,148.88
Vendor: Quad Knopf - Quad Knopf					
Quad Knopf	108857	07/27/2021	Invoice 108857	25-000-52960-8425-1	572.04
Vendor Quad Knopf - Quad Knopf Total:					572.04
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	653304	07/27/2021	Inv. 653304 R&F Recycling Fees	01-150-55200-0000-1	107.32
Vendor R&F Disposal - R&F Disposal Total:					107.32
Vendor: SPD - SPD					
SPD	17706	07/27/2021	Inv. 17706 White Envelopes 1,0...	01-150-57200-0000-1	143.97
Vendor SPD - SPD Total:					143.97
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	111220-0	07/27/2021	Inv. 111220-0 7/2/21	01-150-57200-0000-1	105.16
Stinson Stationers, Inc.	111220-1	07/27/2021	Inv. 111220-1 7/7/21	01-150-57200-0000-1	13.03
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					118.19
Vendor: THE BANCORP - THE BANCORP BANK					
THE BANCORP BANK	514187	07/27/2021	Inv. 514187 July-2021 Lease Py...	01-150-58900-0000-1	7,227.09
Vendor THE BANCORP - THE BANCORP BANK Total:					7,227.09
Vendor: Trinity Safety Compa - Trinity Safety Company					
Trinity Safety Company	138514	07/27/2021	Inv. 138514 Safety Equipment - ...	01-150-57400-0000-1	224.15
Vendor Trinity Safety Compa - Trinity Safety Company Total:					224.15
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	3281779	07/27/2021	Inv 3281779 Contract Services	01-150-52200-0000-1	386.87
Vendor Ultrex Business - Ultrex Business Total:					386.87
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	00458444-00	07/27/2021	Inv. 00458444 -00 Olivia Ayon	01-150-56000-0000-1	215.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					215.00
Vendor: Wild Rose Motors - Wild Rose Motors					
Wild Rose Motors	647	07/27/2021	Inv. 647 (Push Bar)	01-150-56800-0000-1	706.00
Vendor Wild Rose Motors - Wild Rose Motors Total:					706.00
Grand Total:					76,351.23

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	54,900.00
20 - LIGHTING & LANDSCAPING-DISTRICT 1	627.39
25 - CAPITAL IMPROVEMENTS PROJECTS	9,720.92
30 - SEWER	4,810.90
31 - REFUSE/RECYCLING	633.19
32 - WATER	4,907.17
34 - PUBLIC TRANSPORTATION	751.66
Grand Total:	76,351.23

Account Summary

Account Number	Account Name	Payment Amount
01-105-52000-0000-1	Conferences/Meetings/Tr...	29.24
01-105-57200-0000-1	Supplies - Office	114.73
01-130-57200-0000-1	Supplies - Office	2.62
01-140-56000-8472-1	Professional Services - Int...	5,740.00
01-150-52200-0000-1	Contract Services	1,107.88
01-150-55200-0000-1	Miscellaneous	107.32
01-150-56000-0000-1	Professional Services - Ot...	575.77
01-150-56600-0000-1	Repairs & Maintenance - ...	2,078.68
01-150-56800-0000-1	Safety Equipment	706.00
01-150-57200-0000-1	Supplies - Office	262.16
01-150-57400-0000-1	Supplies - Operating	224.15
01-150-58900-0000-1	Debt Principal	7,227.09
01-155-56600-0000-1	Repairs & Maintenance - ...	3,077.16
01-165-55950-0000-1	Abatement	600.00
01-20800-0000-1	Pension Payable	11,508.08
01-22050-0000-1	Federal Withholding Paya...	6,590.69
01-22100-0000-1	FICA Payable	8,965.28
01-22150-0000-1	Medicare Payable	2,096.72
01-22200-0000-1	State Withholding Payable	2,855.58
01-22250-0000-1	SUTA Payable	199.36
01-22350-0000-1	Garnishments	62.50
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	75.46
01-22700-0000-1	Disability LTD	325.73
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	205.03
01-22950-0000-1	Cancer-American Fidelity	13.53
01-310-54800-0000-1	Maintenance Agreements	105.00
20-20800-0000-1	Pension Payable	222.17
20-22050-0000-1	Federal Withholding Paya...	30.27
20-22100-0000-1	FICA Payable	256.88
20-22150-0000-1	Medicare Payable	60.08
20-22200-0000-1	State Withholding Payable	57.99
25-000-52960-8080-1	Streets & Roads Capital	9,148.88
25-000-52960-8425-1	Streets & Roads Capital	572.04
30-20800-0000-1	Pension Payable	1,431.38
30-22050-0000-1	Federal Withholding Paya...	836.22
30-22100-0000-1	FICA Payable	1,409.06
30-22150-0000-1	Medicare Payable	329.60
30-22200-0000-1	State Withholding Payable	415.36
30-22250-0000-1	SUTA Payable	32.83
30-22350-0000-1	Garnishments	62.50
30-22600-0000-1	Health FSA	76.50
30-22700-0000-1	Disability LTD	73.85
30-22800-0000-1	Accident	8.66
30-22900-0000-1	Life	95.27

Account Summary

Account Number	Account Name	Payment Amount
30-22950-0000-1	Cancer- American Fidelity	22.04
30-500-56600-0000-1	Repairs & Maintenance - ...	15.00
30-500-57200-0000-1	Supplies - Office	2.63
31-20800-0000-1	Pension Payable	160.16
31-22050-0000-1	Federal Withholding Paya...	36.29
31-22100-0000-1	FICA Payable	236.46
31-22150-0000-1	Medicare Payable	55.32
31-22200-0000-1	State Withholding Payable	25.64
31-22250-0000-1	SUTA Payable	28.17
31-22350-0000-1	Garnishments	62.50
31-22600-0000-1	Health FSA	3.48
31-22700-0000-1	Disability LTD	7.09
31-22900-0000-1	Life	15.45
31-505-57200-0000-1	Supplies - Office	2.63
32-20800-0000-1	Pension Payable	1,299.43
32-22050-0000-1	Federal Withholding Paya...	501.39
32-22100-0000-1	FICA Payable	1,336.48
32-22150-0000-1	Medicare Payable	312.48
32-22200-0000-1	State Withholding Payable	318.78
32-22250-0000-1	SUTA Payable	21.40
32-22350-0000-1	Garnishments	62.50
32-22600-0000-1	Health FSA	56.06
32-22700-0000-1	Disability LTD	21.39
32-22900-0000-1	Life	45.33
32-510-57200-0000-1	Supplies - Office	2.63
32-510-57400-0000-1	Supplies - Operating	929.30
34-20800-0000-1	Pension Payable	306.04
34-22050-0000-1	Federal Withholding Paya...	64.02
34-22100-0000-1	FICA Payable	162.48
34-22150-0000-1	Medicare Payable	38.00
34-22200-0000-1	State Withholding Payable	29.05
34-22700-0000-1	Disability LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	81.13
34-22950-0000-1	Cancer-American Fidelity	24.77
Grand Total:		76,351.23

Project Account Summary

Project Account Key	Payment Amount
None	76,351.23
Grand Total:	76,351.23



Pay Code Report

Summary By Department

7/1/2021 - 7/31/2021

Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Ayo100	Salary - Elected - Salary - Elected	1	-	200.00
	Ayo100 - Ayon Total:		-	200.00
Cano100	Salary - Elected - Salary - Elected	1	-	200.00
	Cano100 - Cano Total:		-	200.00
GON300	Salary - Elected - Salary - Elected	1	-	200.00
	GON300 - Gonzalez Total:		-	200.00
PER100	Salary - Elected - Salary - Elected	1	-	200.00
	PER100 - Perez Total:		-	200.00
	105 - City Council Total:		-	800.00

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CEJ100	Holiday - Holiday Pay	1	9.00	287.10
	Hourly - Hourly	3	166.00	5,295.40
	Personal - Personal Day	1	8.00	255.20
	Sick - Sick Pay	3	23.00	733.70
	Vacation - Vacation Pay	2	30.00	957.00
	CEJ100 - Ceja Total:		236.00	7,528.40
110 - City Administration Total:		236.00	7,528.40	

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	EPSL - Emergency Paid Sick Leav	1	22.00	548.21
	Holiday - Holiday Pay	1	9.00	224.27
	Hourly - Hourly	3	209.00	5,207.96
	ALV100 - Alvarado Total:		240.00	5,980.44
CHA100	Holiday - Holiday Pay	1	9.00	158.76
	Hourly - Hourly	3	219.50	3,871.98
	Personal - Personal Day	1	9.00	158.76
	Sick - Sick Pay	1	2.50	44.10
	CHA100 - Chavez Total:		240.00	4,233.60
ESP100	Comp Time Earned - Compensat	3	7.13	-
	Comp Time Taken - Compensatc	1	9.00	143.82
	Holiday - Holiday Pay	1	9.00	143.82
	Hourly - Hourly	3	204.50	3,267.91
	Personal - Personal Day	1	9.00	143.82
	Sick - Sick Pay	1	7.25	115.86
	ESP100 - Esparza Lopez Total:		245.88	3,815.23
LAR200	Holiday - Holiday Pay	1	9.00	297.18
	Hourly - Hourly	1	62.00	2,047.24
	Salary - Salary	2	160.00	5,283.20
	Sick - Sick Pay	1	9.00	297.18
	LAR200 - Lara Total:		240.00	7,924.80
Val100	Holiday - Holiday Pay	1	9.00	136.89
	Hourly - Hourly	3	222.50	3,384.23
	OT - Overtime	1	0.50	11.41
	Sick - Sick Pay	1	3.69	56.12
	Val100 - Velasco Total:		235.69	3,588.65
	115 - Finance & Accounting Total:		1,201.57	25,542.72

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	3	-	27.69
	Holiday - Holiday Pay	1	9.00	218.79
	Hourly - Hourly	1	71.00	1,726.01
	Salary - Salary	2	160.00	3,889.60
	DEL100 - DeLeon Total:		240.00	5,862.09
140 - Planning Total:			240.00	5,862.09

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
<u>ALB100-142</u>	Holiday - Reg - Holiday - Regular	1	12.00	322.08
	Hourly - Hourly	3	240.00	6,441.60
	OT - Overtime	2	5.00	201.30
	Sick - Sick Pay	1	16.00	429.44
	ALB100-142 - Alberto Total:		273.00	7,394.42
<u>ALW100-145</u>	Holiday - Holiday Pay	1	24.00	676.80
	Workers Comp - Workers Comp	3	252.00	6,877.92
	ALW100-145 - Alwaw Total:		276.00	7,554.72
<u>AYON100</u>	Holiday - Reg - Holiday - Regular	1	10.00	189.90
	Hourly - Hourly	3	240.00	4,557.60
	AYON100 - Ayon Total:		250.00	4,747.50
<u>DEW100-147</u>	Holiday - Reg - Holiday - Regular	1	12.00	373.44
	Hourly - Hourly	3	252.00	7,842.24
	OT - Overtime	3	33.50	1,563.78
	PD On-Call - PD On-Call	2	41.50	830.00
	DEW100-147 - Dewar Total:		339.00	10,609.46
<u>DIN100-96</u>	Comp Time Earned - Compensat	1	1.88	-
	Holiday - Holiday Pay	1	12.00	239.52
	Hourly - Hourly	3	224.00	4,253.76
	OT - Overtime	3	60.25	1,803.89
	Vacation - Vacation Pay	1	19.00	379.24
	DIN100-96 - Dionicio Total:		317.13	6,676.41
<u>GAL100-149</u>	Holiday - Reg - Holiday - Regular	1	12.00	355.56
	Hourly - Hourly	3	252.00	7,466.76
	OT - Overtime	3	22.50	1,000.02
	PD On-Call - PD On-Call	2	81.00	1,620.00
	GAL100-149 - Galvan Total:		367.50	10,442.34
<u>GAR100-146</u>	Holiday - Reg - Holiday - Regular	1	12.00	322.08
	Hourly - Hourly	3	252.00	6,763.68
	OT - Overtime	3	9.50	382.47
	GAR100-146 - GARCIA Total:		273.50	7,468.23
<u>IBA100</u>	Comp Time Earned - Compensat	1	21.00	-
	Holiday - Reg - Holiday - Regular	1	10.00	199.60
	Hourly - Hourly	3	232.00	4,790.40
	OT - Overtime	1	13.00	389.22
	IBA100 - Gutierrez Ibarra Total:		276.00	5,379.22

[HAN100-112](#)

Holiday - Reg - Holiday - Regular	1	12.00	402.24
Hourly - Hourly	3	252.00	8,447.04
K-9 Officer - K-9 Officer	1	-	18.46
OT - Overtime	3	39.00	1,960.92
PD On-Call - PD On-Call	3	215.50	4,310.00
Sergeant - Sergeant	1	-	20.77

HAN100-112 - Hankins II Total: 518.50 15,159.43

[HAS100-143](#)

Holiday - Reg - Holiday - Regular	1	10.00	163.80
Hourly - Hourly	3	262.50	4,535.10
OT - Overtime	3	57.50	1,412.78

HAS100-143 - Hasnain Total: 330.00 6,111.68

[HEL100-128](#)

Comp Time Taken - Compensate	1	2.00	70.39
Holiday - Reg - Holiday - Regular	1	12.00	422.64
Hourly - Hourly	3	229.00	8,061.47
OT - Overtime	3	29.00	1,531.91
PD On-Call - PD On-Call	3	279.00	5,580.00
Vacation - Vacation Pay	1	21.00	739.62

HEL100-128 - Helton Total: 572.00 16,406.03

[HER100-144](#)

Comp Time Taken - Compensate	1	12.00	322.08
Holiday - Holiday Pay	1	12.00	322.08
Hourly - Hourly	3	228.00	6,233.76
OT - Overtime	3	27.00	1,113.54
Personal - Personal Day	1	12.00	322.08

HER100-144 - Hernandez Total: 291.00 8,313.54

[HER100-130](#)

Bachelor's Degree - Bachelor's D	1	-	9.23
Holiday - Reg - Holiday - Regular	1	12.00	338.40
Hourly - Hourly	3	252.00	7,226.52
OT - Overtime	2	31.50	1,354.97
PD On-Call - PD On-Call	1	5.00	100.00
Personal - Personal Day	1	12.00	338.40

HER100-130 - Hernandez Total: 312.50 9,367.52

[LOP125](#)

Bachelor's Degree - Bachelor's D	1	-	9.23
Bilingual - Bilingual	1	-	13.84
Holiday - Reg - Holiday - Regular	1	10.00	180.80
Hourly - Hourly	3	230.00	4,158.40
OT - Overtime	3	34.50	935.64
Vacation - Vacation Pay	1	12.00	216.96

LOP125 - Lopez Total: 286.50 5,514.87

[New100-148](#)

Holiday - Reg - Holiday - Regular	1	12.00	373.44
Hourly - Hourly	3	252.00	7,842.24
OT - Overtime	3	64.50	3,010.86
PD On-Call - PD On-Call	3	197.50	3,950.00
New100-148 - Newhouse Total:		526.00	15,176.54

[NIE100-34](#)

Military - Military Leave With O	3	-	-
NIE100-34 - Nieves Total:		-	-

[Nun100](#)

Holiday - Holiday Pay	1	8.00	189.76
Hourly - Hourly	3	203.25	5,236.19
OT - Overtime	2	3.00	106.74
Sick - Sick Pay	1	7.38	175.05
Nun100 - Nunez Total:		221.63	5,707.74

[RIV100-120](#)

Holiday - Holiday Pay	1	12.00	392.40
Hourly - Hourly	3	224.00	7,324.80
Military - Military Leave With O	2	-	-
OT - Overtime	1	4.00	196.20
PD On-Call - PD On-Call	2	98.00	1,960.00
PD On-Call - Court - PD Court	1	4.00	196.20
Sick - Sick Pay	1	24.00	784.80
RIV100-120 - Rivera Total:		366.00	10,854.40

[WIL100-150](#)

Holiday - Holiday Pay	1	8.00	576.92
Hourly - Hourly	2	104.00	7,500.00
Salary - Salary	1	80.00	5,769.23
Sick - Sick Pay	2	32.00	2,307.69
Vacation - Vacation Pay	1	16.00	1,153.85
WIL100-150 - Williams Total:		240.00	17,307.69

[WIL100-45](#)

Corporal - Corporal	1	-	20.77
FTO - Field Training Officer	1	-	50.00
Holiday - Holiday Pay	1	24.00	615.84
Intermediate POST - Intermediate	1	-	13.85
Workers Comp - Workers Comp	3	252.00	6,466.32
WIL100-45 - Wilson Total:		276.00	7,166.78
150 - Police Total:		6,312.26	177,358.52

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAY100	Bachelor's Degree - Bachelor's D	1	-	9.23
	Comp Time Taken - Compensatc	1	39.62	987.33
	Holiday - Holiday Pay	1	9.00	224.28
	Hourly - Hourly	3	222.00	5,532.24
	OT - Overtime	3	16.00	598.08
	Sick - Sick Pay	1	9.00	224.28
	MAY100 - Maya Total:		295.62	7,575.44
MUN100	Holiday - Holiday Pay	1	9.00	140.31
	Hourly - Hourly	3	231.00	3,601.29
	OT - Overtime	2	9.00	210.47
	MUN100 - Munguia Elicea Total:		249.00	3,952.07
155 - Animal Control Total:		544.62	11,527.51	

Department: 160 - Building Inspection

Employee Number	Pay Code	# of Payments	Units	Pay Amount
RON100	Holiday - Holiday Pay	1	9.00	309.24
	Hourly - Hourly	3	213.00	7,318.68
	OT - Overtime	3	14.50	747.34
	Personal - Personal Day	1	9.00	309.24
	Vacation - Vacation Pay	1	9.00	309.24
	RON100 - Ronk III Total:		254.50	8,993.74
160 - Building Inspection Total:		254.50	8,993.74	

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
SHA100	Hourly - Temp - Hourly Tempora	3	73.00	1,530.81
	SHA100 - Sharp Total:		73.00	1,530.81
	165 - Code Enforcement Total:		73.00	1,530.81

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GAR200	Bilingual - Bilingual	3	-	41.52
	Holiday - Holiday Pay	1	9.00	218.79
	Hourly - Hourly	3	164.00	3,986.84
	Notary - Notary	3	-	41.55
	Sick - Sick Pay	2	27.00	656.37
	Vacation - Vacation Pay	1	40.00	972.40
	GAR200 - Garcia Total:		240.00	5,917.47
LAR100	Auto Allowance - Auto Allowanc	3	-	484.62
	Holiday - Holiday Pay	1	9.00	463.41
	Hourly - Hourly	1	71.00	3,655.82
	Salary - Salary	2	160.00	8,238.46
	LAR100 - Lara Total:		240.00	12,842.31
175 - Grants Administration Total:			480.00	18,759.78

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	Holiday - Holiday Pay	1	9.00	136.89
	Hourly - Hourly	3	222.00	3,376.62
	OT - Overtime	3	61.50	1,403.12
	Sick - Sick Pay	1	9.00	136.89
	Brau100 - Braudrick Total:		301.50	5,053.52
GON200	Auto Allowance - Auto Allowanc	3	-	484.62
	Holiday - Holiday Pay	1	9.00	443.05
	Hourly - Hourly	3	199.00	9,796.38
	Sick - Sick Pay	3	32.00	1,575.29
	GON200 - Gonzales Total:		240.00	12,299.34
GUE100	Holiday - Holiday Pay	1	9.00	213.48
	Hourly - Hourly	3	187.00	4,435.64
	OT - Overtime	1	2.00	71.16
	Sick - Sick Pay	2	44.00	1,043.68
	GUE100 - Guerra Total:		242.00	5,763.96
MAR100	Holiday - Holiday Pay	1	9.00	140.31
	Hourly - Hourly	3	195.00	3,040.05
	Sick - Sick Pay	3	18.45	287.64
	Vacation - Vacation Pay	2	17.55	273.60
	MAR100 - Martinez Total:		240.00	3,741.60
PEN300	Holiday - Holiday Pay	1	9.00	147.42
	Hourly - Hourly	3	204.00	3,341.52
	Sick - Sick Pay	3	19.14	313.51
	Vacation - Vacation Pay	1	7.86	128.75
	PEN300 - Pena Total:		240.00	3,931.20
TEL100	Bereavement - Bereavement Pa	2	26.00	405.34
	Holiday - Holiday Pay	1	9.00	140.31
	Hourly - Hourly	3	179.00	2,790.61
	Sick - Sick Pay	2	17.00	265.03
	Vacation - Vacation Pay	1	9.00	140.31
	TEL100 - Tellez Total:		240.00	3,741.60
	180 - Public Works Total:		1,503.50	34,531.22

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
VAZ-100	Holiday - Holiday Pay	1	9.00	137.52
	Hourly - Hourly	3	217.00	3,606.54
	Sick - Sick Pay	3	14.00	216.71
	VAZ-100 - Vasquez Total:		240.00	3,960.77
	200 - Lighting & Landscaping Total:		240.00	3,960.77

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ESQ100	Holiday - Holiday Pay	1	9.00	143.82
	Hourly - Hourly	3	196.00	3,132.08
	OT - Overtime	1	14.00	335.58
	Vacation - Vacation Pay	2	35.00	559.30
	ESQ100 - Esquibel Total:		254.00	4,170.78
GON400	Holiday - Holiday Pay	1	9.00	287.10
	Hourly - Hourly	3	217.50	6,938.25
	PW Cert - Grade 3 - Public Work	2	-	69.24
	Sick - Sick Pay	2	13.50	430.65
	GON400 - Gonzalez Total:		240.00	7,725.24
MED100	Holiday - Holiday Pay	1	9.00	143.82
	Hourly - Hourly	3	231.00	3,691.38
	OT - Overtime	3	30.00	719.10
	MED100 - Medina Total:		270.00	4,554.30
	500 - Sewer Total:		764.00	16,450.32

Department: 510 - Water

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
GOM100		Holiday - Holiday Pay	1	9.00	151.11
		Hourly - Hourly	3	196.00	3,290.84
		OT - Overtime	3	38.50	969.63
		Sick - Sick Pay	3	20.14	338.16
		Vacation - Vacation Pay	3	14.86	249.49
		GOM100 - Gomez Total:		278.50	4,999.23
SAL100		Holiday - Holiday Pay	1	9.00	184.14
		Hourly - Hourly	3	207.00	4,235.22
		OT - Overtime	2	16.00	491.04
		PW Cert - Grade 3 - Public Work	2	-	69.22
		Sick - Sick Pay	2	24.00	491.04
		SAL100 - Salgado Total:		256.00	5,470.66
		510 - Water Total:	534.50	10,469.89	

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Holiday - Holiday Pay	1	9.00	147.42
	Hourly - Hourly	3	212.00	3,472.56
	Vacation - Vacation Pay	1	19.00	311.22
	MOR100 - Moreno Total:		240.00	3,931.20
	520 - Public Transit Total:		240.00	3,931.20
	Report Total:		12,623.95	327,246.97



Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
01-105-50100-0000-1	Salaries - Permanent Employees	96.00	2,664.17
01-110-50100-0000-1	Salaries - Permanent Employees	237.00	8,735.76
01-110-50800-0000-1	Auto Allowance	-	121.17
01-115-50100-0000-1	Salaries - Permanent Employees	179.01	4,921.69
01-140-50100-0000-1	Salaries - Permanent Employees	288.00	7,511.38
01-140-50200-0000-1	Overtime	2.90	149.47
01-150-50100-0000-1	Salaries - Permanent Employees	5,853.63	160,272.17
01-150-50150-0000-1	Wages - Temporary Employees	32.50	767.70
01-150-50200-0000-1	Overtime	403.25	16,224.80
01-150-50350-0000-1	Stipends	-	93.85
01-155-50100-0000-1	Salaries - Permanent Employees	471.70	10,520.73
01-155-50200-0000-1	Overtime	10.10	317.84
01-160-50100-0000-1	Salaries - Permanent Employees	48.00	1,649.29
01-160-50200-0000-1	Overtime	2.90	149.47
01-165-50100-0000-1	Salaries - Permanent Employees	159.92	4,094.89
01-165-50150-0000-1	Wages - Temporary Employees	53.29	1,117.49
01-165-50200-0000-1	Overtime	4.70	191.57
01-175-50100-0000-1	Salaries - Permanent Employees	288.00	7,566.71
01-175-50200-0000-1	Overtime	2.90	149.46
01-180-50100-0000-1	Salaries - Permanent Employees	904.80	17,802.73
01-180-50200-0000-1	Overtime	1.94	69.03
01-180-50800-0000-1	Auto Allowance	-	96.93
01 - GENERAL FUND Total:		9,040.54	245,188.30
20-200-50100-0000-1	Salaries/Permanent Employees	343.20	5,628.19
20-200-50200-0000-1	Overtime	0.06	2.13
20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:		343.26	5,630.32
30-500-50100-0000-1	Salaries - Permanent Employees	1,274.53	32,816.49
30-500-50150-0000-1	Wages - Temporary Employees	9.86	206.65
30-500-50200-0000-1	Overtime	44.20	1,059.13
30-500-50800-0000-1	Auto Allowance	-	411.93
30 - SEWER Total:		1,328.59	34,494.20
31-505-50100-0000-1	Salaries - Permanent Employees	297.83	6,240.10
31-505-50200-0000-1	Overtime	0.19	4.22
31-505-50800-0000-1	Auto Allowance	-	72.69
31 - REFUSE/RECYCLING Total:		298.02	6,317.01
32-510-50100-0000-1	Salaries - Permanent Employees	1,217.57	28,346.22

Account	Account Description	Units	Pay Amount
32-510-50150-0000-1	Wages - Temporary Employees	9.85	206.67
32-510-50200-0000-1	Overtime	116.11	2,866.53
32-510-50800-0000-1	Auto Allowance	-	266.52
	32 - WATER Total:	1,343.53	31,685.94
34-520-50100-0000-1	Salaries - Permanent Employees	240.00	3,931.20
	34 - PUBLIC TRANSPORTATION Total:	240.00	3,931.20
	Report Total:	12,623.95	327,246.97



Payroll Set: City-City of McFarland

Description	# of Payments	Units	Pay Amount
Auto Allowance	6	-	969.24
Bachelor's Degree	6	-	55.38
Bereavement Pay	2	26.00	405.34
Bilingual	4	-	55.36
Compensatory Time Earned	5	30.01	-
Compensatory Time Taken	4	62.62	1,523.62
Corporal	1	-	20.77
Emergency Paid Sick Leave	1	22.00	548.21
Field Training Officer	1	-	50.00
Holiday Pay	32	325.00	8,252.55
Holiday - Regular	12	136.00	3,643.98
Hourly	119	8,646.75	212,724.85
Hourly Temporary Employees	3	73.00	1,530.81
Intermediate POST Certificate	1	-	13.85
K-9 Officer	1	-	18.46
Military Leave With Out Pay	5	-	-
Notary	3	-	41.55
Overtime	60	635.75	22,521.17
PD On-Call	16	917.50	18,350.00
PD Court	1	4.00	196.20
Personal Day	6	59.00	1,527.50
Public Works Certification - Grade 3	4	-	138.46
Salary	7	560.00	23,180.49
Salary - Elected Officials	4	-	800.00
Sergeant	1	-	20.77
Sick Pay	39	372.05	10,923.19
Vacation Pay	18	250.27	6,390.98
Workers Comp Pay	6	504.00	13,344.24
Report Total:		12,623.95	327,246.97

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
July 22, 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 6:05 p.m.

ROLL CALL

Council Members Present: Mayor Gonzalez, Councilmember Ayon, Councilmember Cano

Council Members Absent: Mayor-Pro Tem Pérez

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

Jim White, 364 Cliff Ave- Stated concern whether city employees have enough sick days with pay and if they are fulfilling their daily hours.

Public Comment Closed at 6:08 p.m.

CONSENT AGENDA

- 1.** Motion was made by: **Councilmember Ayon** for change of Warrant Register amount of \$98,068.60 to be changed to \$372,902.88 and approval of Warrant Register for \$372,902.88 From July 01, 2021, through July 15, 2021; **2nd** by: **Councilmember Cano**.
Vote: 3/0
Ayes: Ayon, Cano, Gonzalez (Mayor)
Nays: None

Absent: Pérez
Abstentions: None

2. Motion was made by: **Councilmember Ayon** for Approval of March 25, 2021, Special Meeting Minutes; 2nd by: **Councilmember Cano**.
Vote: 3/0
Ayes: Ayon, Cano, Gonzalez (Mayor)
Nays: None
Absent: Pérez
Abstentions: None
3. Motion was made by: **Councilmember Ayon** for Approval of June 17, 2021, Special Meeting Minutes; 2nd by: **Councilmember Cano**.
Vote: 3/0
Ayes: Ayon, Cano, Gonzalez (Mayor)
Nays: None
Absent: Pérez
Abstentions: None
4. Motion was made by: **Councilmember Ayon** for Approval of July 08, 2021, Regular Meeting Minutes; 2nd by: **Councilmember Cano**.
Vote: 3/0
Ayes: Ayon, Cano, Gonzalez
Nays: None
Absent: Pérez
Abstentions: None

PUBLIC HEARINGS

None

DEPARTMENTAL REPORTS

- a. **Administration** – Maria Lara- Invites everyone to attend ice cream with cops on Saturday inside Rite Aid 1:00-3:00pm and addressed residents in need of a ride to call Dial-Ride for free transportation. Hirings are being made for the water department, finance department, and police department, and are posted on the city website. Second audit has been finished and will be presented.
- b. **Police Department** – Chief of Police Williams- Announced new hire. Addressed program of crime watch to help watch for city crime. July 7th, 2021, a store was robbed, a knife was pulled on the worker, and was later identified by the officer and clerk. Introduced new volunteer community service and reserve officer. There are three new AED and other safety devices. Raincoats and tasers have been distributed to more officers. Funding for city cameras came from general fund and a transportation grant. Nine more potential officers are set to take assessments. Ice cream with cops will be Saturday. Stickers will be available for young children. Addressed citizen's concern of misdemeanor theft.
- c. **Finance Department**- Finance Director Lara- Addressed finance department finalizing audit of FY 2018-2019. Acknowledged the critical workers in audit. Working to catch up to year 2021. Introduced finance department on how meters are read.

- d. **Public Works Department-** Public Works Director Gonzales- Departments are at normal operation. Streets department is working on painting curbs, and the east side has been completed. Street sweeper is not working, but it is being fixed. Landscaper is working as normal, and there is a new position open. Water department has had a couple leaks in the city and has been repaired. Transit still has free rides. Hydro-seeding is being implemented in a city park. There will be cameras at well sites. Addressed citizen concern of water in streets and notice of shutting off water.
- e. **Community Development-** Acting Community Development Director Ronk- Updated the council on the Community Development departments. New Planning Commission Chairman is Marco Martinez, and new Vice Chairman is Jose Hernandez Sr. Still working on concern of the ability to access shelter's Facebook page.

ADMINISTRATIVE AGENDA

- 5. Motion was made by: Councilman Cano to approve Report, Discussion and Possible Approval of the Audited Financial Statement for the period ending June 30, 2019, for the City of McFarland; 2nd by: Councilmember Ayon.

Vote: 3/0

Ayes: Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Pérez

Abstentions: None

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

Vote:

Ayes:

Nays:

Absent: Pérez

Abstentions: None

***No action taken or direction given by council**

- 7. Motion was made by: Councilmember Cano to **table** until next meeting the discussion of Ad Hoc Committee Report: Recommendation for Potential Restructuring Job Classifications/Duties- Grant Administrator, Public Works Administrative Assistant, And Part Time Code Enforcement.

Vote:

Ayes:

Nays:

Absent: Pérez

Abstentions:

- 8. Motion was made by: Councilmember Cano to approve 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; 2nd by: Councilmember Ayon.

Vote: 3/0

Ayes: Ayon, Cano, Gonzalez (Mayor)

Nays: None

Absent: Pérez

Abstentions: None

9. Motion was made by: Councilmember Cano for approval of 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; 2nd by: Councilmember Ayon.

Vote: 3/0

Ayes: Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Pérez

Abstentions: None

10. Motion was made by: Councilmember Ayon for approval of Report and Possible Approval; Awarding of A Contract with Cannon for Conducting City Sewer Improvement Standard Update for The City of McFarland; 2nd by: Councilmember Cano.

Vote: 3/0

Ayes: Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Pérez

Abstentions: None

11. Motion was made by: Councilmember Ayon for approval of Report and Possible Approval; Awarding of A Contract with Cannon for Conducting City Water Improvement Standard Update for The City of McFarland; 2nd by: Councilmember Cano.

Vote: 3/0

Ayes: Cano, Ayon, Gonzalez (Mayor)

Nays: None

Absent: Pérez

Abstentions: None

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Delano Mosquito Abatement District (DMAD) – Councilmember Cano- update on mosquito spraying. Kern county has had more West Nile Virus activity.
- b. Kern Council of Governments (KCOG) – None to Report.
- 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 AND REPORTS

Councilmember Canon- Thanked finance department for their work, meeting attendees, and police officers for keeping the community safe. Asked City Manager Lara about the process for timecards. Encouraged to execute a more efficient timecard program.

Councilmember Ayon- Four to six months is a long time for the new timecard system to be implemented. Inquired about billing for when people come in for payments and stated a more efficient system would get jobs done faster. Inquired about city website. Thanked community for their ideas and participation in meeting.

Mayor Gonzalez- Thanked council members and attendees for coming to meeting.

ADJOURNMENT

Meeting adjourned at 8:36 p.m.

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
August 5, 2021

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

CALL TO ORDER

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

ROLL CALL

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

Council Members Absent: None

OFFICIALS PRESENT

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

INVOCATION

Council Member Cano

PLEDGE OF ALLEGIANCE

Council Member Ayon

PUBLIC COMMENTS

None

Public Comment Closed at 6:03 p.m.

ADMINISTRATIVE AGENDA

1. Motion was made by: Councilman Ayon to appoint Vidal Santillano as City Council member until the term comes to an end in 2022; 2nd by: Councilmember Cano.

Vote: 4/0

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

Nays: None

Absent: None

Abstentions: None

2. Motion was made by: Councilmember Ayon to **table** until next meeting to report, discuss, and potential cancellation of the McFarland Veteran's Community Center Rental Agreement between City of McFarland and Sonrise Baptist Church of Clovis, per Councilmember Saul Ayon.

Vote:

Ayes:

Nays:

Absent: None

Abstentions: None

3. Motion was made by: Councilmember Ayon to **table** to table until next meeting to report, discuss, and direct staff on Veteran Hall and other city facilities rental policies and rates, per Councilmember Saul Ayon.

Vote:

Ayes:

Nays:

Absent: None

Abstentions: None

4. Report, discuss, and direct staff on the job posting for the City Manager position. An internal recruitment will take place in order to fill the position. If a City Manager has not been found in 60 days, an external organization will be considered and consulted.

Vote:

Ayes:

Nays:

Absent: None

Abstentions: None

***No action was taken. Direction was given to post the position of City Manager for 60 days before considering outside recruitment agency.**

ADJOURNMENT

Meeting adjourned at 7:57 p.m.

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

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

DATE: August 12, 2021

SUBJECT: Report, discussion, and Possible Adoption of a Resolution No. 2021-0047 to approve declaration of Negative Declaration for Tract 7393 and 7394.

RECOMMENDATION:

Staff recommends the approval of a resolution **APPROVING** the Negative Declaration that was prepared Tract 7393 and 7394.

BACKGROUND:

The City of McFarland is currently working with a housing developer to produce 350 single family residence just west of the Horizon Elementary School near Garzoli Ave and Taylor Ave. In the process conducting these homes, the City is required to conduct an initial study and declare the impact on the Environment where this development will occur.

As a part of this Development, the City, pursuant to the California Environmental Quality, the City prepared an Initial Study to determine what if any impacts the proposed project would have on the environment. As a result of this Initial Study it was determined that a Negative Declaration would be the appropriate environmental document for the housing development of Tracts 7393 and 7394.

The City of McFarland finds the project described above will not have a significant effect on the environment in that the attached initial study identifies one or more potentially significant effects on the environment for which the project applicant, before public release of this Draft Mitigated Negative Declaration, has made or agrees to make project revisions that clearly mitigate the effects to a less-than-significant level. The City of McFarland further finds that there is no substantial evidence that this project may have a significant effect on the environment.

The Initial Study/Negative Declaration went through a 30 day review period during which time the public or responsible agencies could provide comment. This comment period has concluded and any comments received were addressed by the City. After this review period the next step is for the City Council to approve the Initial Study/Negative Declaration and instruct staff to file a Notice of Determination with the Kern County Clerk.

ATTACHMENTS

Attachment A – Initial Study

MAY 1, 2021



INITIAL STUDY

TENTATIVE TRACT 7393 & TENTATIVE TRACT 7394

PREPARED BY: BRIANAHI DE LEON, CITY PLANNER
MCFARLAND, CA 93250
401 W. Kern Avenue McFarland, CA 93250

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SECTION ONE
INTRODUCTION

SECTION ONE – INTRODUCTION

CEQA Requirements

This document is the Initial Study of the potential environmental effects of the adoption of Tentative Tract 7393 and Tentative Tract 7394. The City of McFarland will act as the Lead Agency for this project pursuant to the *California Environmental Quality Act* (CEQA) and the *CEQA Guidelines*.

Section 15063 of the CEQA Guidelines requires the Lead Agency to prepare an Initial Study to determine whether a discretionary project will have a significant effect on the environment. The purposes of an Initial Study, as listed under Section 15063[c] of the CEQA Guidelines, include:

- (1) Provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR [Environmental Impact Report] or a Negative Declaration;
- (2) Enable an applicant or Lead agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Negative Declaration;
- (3) Assist in the preparation of an EIR, if one is required, by:
 - (A) Focusing the EIR on the effects determined to be significant;
 - (B) Identifying the effects determined not to be significant;
 - (C) Explaining the reasons for determining that potentially significant effects would not be significant; and
 - (D) Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the projects' environmental effects.
- (4) Facilitate environmental assessment early in the design of a project;
- (5) Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
- (6) Eliminate unnecessary EIRs; and
- (7) Determine whether a previously prepared EIR could be used with the project.

If it can be determined that there is substantial evidence that the proposed project will have a significant impact on the environment then pursuant to Section 15604 an environmental impact report (EIR) must be prepared. However, if it can be determined that the project will not have a significant impact on the environment then a negative or mitigated negative declaration may be prepared instead. According to CEQA Guidelines, Section 15070, a negative declaration or mitigated negative declaration shall be prepared for the project when either:

- (1) This initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or;
- (2) The initial study identified potentially significant effect, but:

- (A) Revisions to the project plans or proposals made by or agreed to by the applicant before the proposed negative declaration is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
- (B) There is no substantial, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.

Lead Agency

The lead agency is the public agency with primary responsibility over a proposed project. Where two (2) or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In accordance with the CEQA Guidelines Section 15051 (b)(1), “the lead agency will normally be the agency with general governmental powers, such as a city or county, rather than an agency with a single or limited purpose.” Based on these criteria, the City of McFarland will serve as lead agency for the proposed project.

Purpose and Document Organization

The purpose of this Initial Study /Negative Declaration is to evaluate the potential environmental impacts of the proposed project.

This document is divided into the following sections:

- 1.0 - Introduction
- 2.0 - Project Description
- 3.0 – Environmental Checklist

SECTION TWO
PROJECT DESCRIPTION

SECTION TWO – PROJECT DESCRIPTION

Project Location

The project location is approximately 75.95 acres gross in size and is located in the South West corner of Taylor Avenue and Garzoli Avenue. Directly East of the project is Horizon Elementary School. Found on either side of the project, to the East, are two single family residential homes. The vacant land located to the North, South, and West of the site is land currently being utilized for agricultural uses.

The legal description for the Tentative Tract 7393 is:

“A portion of Parcel B of Lot Line Adjustment No. 5-06 as evidenced by certificate of compliance recorded 10/27/2006 as document No. 0206267032 O.R. Also being a portion of the South half of Section 14 Township 26 South, Range 25 East, M.D.M, in the County of Kern, City of McFarland, State of California. “

The legal description for the Tentative Tract 7394 is:

“A portion of Parcel B of Lot Line Adjustment No. 5-06 as evidenced by certificate of compliance recorded 10/27/2006 as document No.0206267032 O.R. Also being a portion of the South half of Section 14 Township 26 South, Range 25 East, M.D.M, in the County of Kern, City of McFarland, State of California.”

Description of Project

The proposed project is to subdivide two parcels. Tentative Tract 7393 is 38.58 gross acres and will subdivide into 167 residential lots that will be built with single family dwelling units. Additionally, this tentative tract will include a drainage sump and park site. Tentative Tract 7394 is 37.38 gross acres and will subdivide into 183 residential lots that will be built with single family dwelling units. The proposed project will not only have access points to ensure circulation but as well as a pedestrian access for residents to get to school.

Figure 1 – Location Map



SECTION THREE
ENVIRONMENTAL CHECKLIST

SECTION THREE – ENVIRONMENTAL CHECKLIST

1. **Project title:** Tentative Tract 7393 & 7394
2. **Lead agency name and address:** City of McFarland, Community Development Dept.
401 W. Kern Avenue
McFarland, CA 93250
3. **Contact person and phone number:** City of McFarland
Brianahi De Leon, City Planner
401 W. Kern Avenue
McFarland, CA 93250
Phone: (661)792-3091
4. **Project location:** South West corner of Taylor Avenue and Garzoli Avenue
5. **Project sponsor's name and address:** Interstate Land Company
6501 Fruitvale Ave. Bakersfield, CA 93308
6. **General Plan designation:** Single-family Residential
7. **Zoning designation:** R-1 Single-family Residential
8. **Project Description:** The proposed 76.95 acres gross project will go through a subdivision. Parcel 1 and Parcel 2 will become Tentative Tract 7393 and Tentative Tract 7394. The subdivision will produce a total of 350 lots that will be built with single-family residential homes. The proposed project will be located across Horizon Elementary School. Tentative Tract 7393 will contain 167 lots, drainage basin, and park site. Tentative Tract 7394 will contain 183 lots.
9. **Surrounding Land Uses and Setting:** The City of McFarland is located in the northern portion of Kern County approximately 25 miles North of Bakersfield on SR-99. Kern County is in the southern portion of the San Joaquin Valley and is bounded on the South by the Tehachapi Mountains. The City of McFarland is an agriculture-based community and a prime farmland area. Directly East of the project is Horizon Elementary School. Surrounding the project is vacant farmland and single-family residential homes.

10. Other Agencies whose approval is required: The City of McFarland is the Lead Agency. No other approvals are required.

DETERMINATION

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

VALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances).

Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:

- a) the significance criteria or threshold, if any, used to evaluate each question;
and

- b) the mitigation measure identified, if any, to reduce the impact to less than significance

AESTHETICS DISCUSSION

The City of McFarland is located in the southern San Joaquin Valley and at an approximate 25 miles North of the City of Bakersfield. The project site is located in an urbanized area of McFarland that is bounded on the East by residential homes and the North, South, and West of the project are agricultural vacant lands.

DISCUSSION OF IMPACTS

- A) Would the project have a substantial adverse effect on the scenic vista?

No impact. *There are no identified scenic vistas in the McFarland General Plan*

- B) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No impact. *The project site is not located within the vicinity of a state scenic highway. The California Department of Transportation (Caltrans) designates and lists all state scenic highways within the County of Kern, the City of McFarland and the vicinity of the project site on its online database of sites (). Further the project was previously used for agricultural purposes and as a result is devoid of any scenic resources.*

- C) Would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings?

No impact. The project site was previously used for agriculture and is currently covered in almond orchards. The proposed development of the lot will be consistent with the surrounding area.

- D) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No impact. The project site would not have any impact on the light that is already present in the city. Additionally, the City of McFarland has placed development standards for the lighting accepted.

AGRICULTURE DISCUSSION

The project site has been used for primarily agriculture and/ or vacant land.

DISCUSSION OF IMPACT

- A) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No impact.

- B) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No impact. The project site is not encumbered by a Williamson Act Contract nor is it zoned for agricultural uses.

- C) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by GC section 51104(g))?

No impact. The project site is not classified as forest land nor will it have any effect on forest land.

- D) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No impact. See item (C) above.

- E) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use?

No impact. The project site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, or under a Williamson Act contract. There are also no lands zoned as forest land, timberland, or Timberland Production within the footprint. The project site is on lands zoned for residential; therefore, the proposed project would not involve other changes in the existing environment that, due to their location or nature, could result in conversion of farmland to nonagricultural use or forest land to non-forest use. There would be no impact.

AIR QUALITY DISCUSSION

The City of McFarland is located within the San Joaquin Valley Air Pollution Control District (SJVAPCD), which covers several counties. The SJVAPCD is responsible for the management of the air pollution emissions in the valley portion authority for most types of stationary emission sources.

DISCUSSION OF IMPACTS

- A) Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact.

- B) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

No Impact.

- C) Would the project expose sensitive receptors to substantial pollutant concentrations?

No Impact.

- D) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No Impact.

BIOLOGICAL RESOURCES DISCUSSION

The project site is located in the Southern San Joaquin Valley and as a result is typified as a hot, dry summers, and cool, rainy winters. The project site is currently covered in Almond trees and will go through a process of taking down the harvest, grading, tilling, and disking the site. A drainage basin/sump will be developed along with a park.

DISCUSSION OF IMPACTS

- A) Would the project have a substantial effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife Service?

No impact: however, a biological survey shall be completed by a licensed biologist.

- B) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Services?

No impact. No riparian habitat or other sensitive natural community exists on the project site.

- C) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No impact. There are no state or federally protected wetlands, as defined by Section 404 of the Clean Water Act, located on the project site.

- D) Would the project interfere substantially with the moment of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No impact. The project site was initially used for agriculture and contains no native resident or migratory fish or wildlife species and will therefore not be impeding on any native wildlife nursery sites.

- E) Would the project conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?

No impact. The city of McFarland does not have any local policies or ordinances protecting biological resources.

- F) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No impact. The project is not conflicting with any habitat conservation plans.

CULTURAL RESOURCES DISCUSSION

This environmental issue focuses on the impacts of a project on any cultural resources that may be present in or around the project site.

DISCUSSION OF IMPACTS

- A) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

No Impact.

- B) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to sections 15064.5?

No Impact.

- C) Would the project disturb any human remains, including those interred outside pf dedicated cemeteries?

No Impact.

ENERGY DISCUSSION

This environmental issue focuses on the impacts of a project on the energy distribution or consumption.

DISCUSSION OF IMPACTS

- A) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No Impact. The residential sites will also include solar panels to prevent any wasteful consumption.

- B) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact.

GEOLOGY AND SOILS DISCUSSION

DISCUSSION OF IMPACTS

- A) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
- Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact.

- Strong seismic ground shaking?

No Impact.

- Seismic-related ground failure, including liquefaction?

No Impact.

- Landslides?

No Impact.

- B) Result in substantial soil erosion or the loss of topsoil?

No Impact.

- C) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact.

- D) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

No Impact.

- E) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact.

GREENHOUSE GAS EMISSIONS DISCUSSION

Greenhouse gas emissions or GHG are known to be generated by human activities such as production of certain materials, electricity consumption transportation, and many more. These greenhouse gases have been known to accelerate global warming.

DISCUSSION OF IMPACTS

- A) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Development of the project will result in an increase in vehicle trips in the area which will lead to an increase in the generation of greenhouse gases; however, to offset this increase the project will contain a 2.38-acre park and will contain pedestrian crossing path to encourage walkability.

- B) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact.

HAZARDS AND HAZARDOUS MATERIALS DISCUSSION

This environmental issue focuses on the impacts of a project with respect to hazards. The creation of new hazardous conditions or activities that will result in people or property being exposed to existing hazards is the primary area of focus under this environmental issue.

DISCUSSION OF IMPACTS

- A) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No Impact. The project site will be developed with residential uses which are typically not associated with the routine transport, use, or disposal of hazardous materials.

- B) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. The project site will be developed with residential uses which are typically not associated with the release of hazardous materials.

- C) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The proposed project will be a residential subdivision which does not typically have hazardous emissions nor are hazardous materials, substances or waste associated with this type of development.

- D) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The project site is not located on a hazardous waste site.

- E) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project site is not located within an Airport Land Use Plan nor is it within two (2) miles of an existing airport.

- F) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No impact. There are no private airstrips in the vicinity of the airport site.

- G) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No impact. The project site is included in the City of McFarland's Emergency Response Plan.

- H) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The project site is in an area of agricultural land uses and urban development neither of which are considered wildlands.

HYDROLOGY AND WATER QUALITY DISCUSSION

This environmental issue focuses on the impacts of a project on surface and groundwater, including compliance with water quality standards and regulation, depletion of groundwater supplies, pollution or degradation of water quality. Additionally, concerns include water related hazards such as flooding, mudflows, and similar hazards. This area of environmental concern also addresses potential project impacts on area drainage, including storm water runoff.

DISCUSSION OF IMPACTS

- A) Would the project violate any water quality standards or waste discharge requirements?

No Impact.

- B) Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact.

- C) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

No Impact.

- D) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

No Impact.

- E) Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. Any storm water or runoff associated with the site will be conveyed, via underground pipes, to an existing retention basin that will allow the water to percolate into the ground.

- F) Would the project impede or redirect flood flows?

No Impact.

- G) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact.

- H) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact.

LAND USE AND PLANNING DISCUSSION

This environmental issue focuses on the impacts of a project on adopted land use, habitat conservation or natural community conservation plans. The specific focus of this area of environmental concern is the project's potential to conflict with established plans and policies or the potential for the project to physically divide a community area.

DISCUSSION OF IMPACTS

- A) Would the project physically divide an established community?

No Impact. The project site is located on the existing City limits and is directly north and west of existing residential development.

- B) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed uses are consistent with the project site's General Plan Land Use designation and Zoning Classifications.

MINERAL RESOURCES DISCUSSION

This environmental issue focuses on the impacts of a project on known mineral resources of commercial or otherwise documented economic value.

DISCUSSION OF IMPACTS

- A) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The McFarland area does not contain any identified oil or natural gas fields (Kern County Oil Fields map, California Department of Conservation, 2002)

- B) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. There are no mineral resource recovery sites located in the McFarland area.

NOISE DISCUSSION

This environmental issue focuses on the impacts of a project with respect to noise or ground-borne vibration. The creation of new noise or ground-borne vibration conditions or activities that will result in people or property being exposed to existing noise or vibrations is the primary area of focus under this environmental issue. Noise is generally defined as loud, unpleasant, unexpected, or undesired sound that is typically associated with human activity and interferes with or disrupts normal activities. Federal, state, and local regulations have been developed to avoid noise impacts.

DISCUSSION OF IMPACTS

- A) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact.

- B) Generation of excessive ground borne vibration or ground borne vibration or ground borne noise levels?

No Impact.

- C) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels

No Impact.

POPULATION AND HOUSING DISCUSSION

This environmental issue focuses on the impacts of a project on population and housing, including population growth or displacement of human population and housing.

DISCUSSION OF IMPACTS

- A) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. Future development of the site will include residential development; however, the project site is located in the City of McFarland and has been planned for urban development.

- B) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. There are no dwelling units located on the project site.

- C) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. There are no dwelling units located on the project site.

PUBLIC SERVICES DISCUSSION

This environmental issue focuses on the impacts of a project on public service facility needs and the potential environmental impacts of developing and/or expanding these facilities. Facility needs can be defined by the need to maintain acceptable levels of service such as response times or other such community service standard as may apply.

DISCUSSION OF IMPACTS

- A) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- B) Fire protection?

No Impact.

- C) Police protection?

No Impact.

D) Schools? Parks?

No Impact.

E) Other public facilities?

No Impact.

RECREATION DISCUSSION

This environmental issue focuses on the impacts of a project on public recreation service and facility needs and the potential environmental impacts of developing and/or expanding recreation facilities. Facility needs can be defined by the need to maintain acceptable levels of community recreation service in the area and region.

DISCUSSION OF IMPACTS

- A) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The developer of the proposed project will construct a 2.38-acre park on the site. This park will serve residents of the proposed development, but also be open to the city for use.

- B) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact.

TRANSPORTATION DISCUSSION

This environmental issue focuses on the impacts of a project on transportation systems including roads and highways, public transportation systems, pedestrian circulation and access, parking, and emergency access. Impacts can be in the form of new hazardous circulation or traffic conditions, conflict with existing plans or policies, or creation of an unacceptable traffic level on a transportation system or facility.

DISCUSSION OF IMPACTS

- A) Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into

account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

No Impact. The City of McFarland adopted a Circulation Element. Included in this circulation Element is a list of projects that primarily deal with new or expanded infrastructure to accommodate the increase in vehicle traffic that is generated by new development. The applicant will be required to dedicate land for right-of-way purposes to the City of McFarland. As development occurs the dedicated right-of-way will be constructed to City standards which include adequate lanes of travel, sidewalk, and pedestrian access.

- B) Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

No Impact. The city does not have a congestion management program however the City's recently adopted Circulation Element includes level of service requirements that need to be maintained. As stated under item (a) above, road improvements will be required to ensure that traffic moves at or above the projected level of service.

- C) Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. We are far from an airport.

- D) Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. City Engineer, Surveyor, and City Planner have done plan checks to ensure no hazardous features are present on-site.

- E) Would the project result in inadequate emergency access?

No Impact. Project site will have various exits and entrances in order to prevent any issues.

- F) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. The City of McFarland does not have a fixed route transit system therefore no transit facilities will need to be constructed.

TRIBAL CULTURAL RESOURCES DISCUSSION

This environmental issue focuses on the projects potential impact on any tribal or cultural resources that may be present.

DISCUSSION OF IMPACTS

- A) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resource Code Sections 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
- a. Listed or eligible for listing in the California Register of Historical resources as defined in Public Resources Code Section 5020.1(k), or

No Impact.

- b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Sections 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact.

UTILITIES AND SERVICE SYSTEM DISCUSSION

This environmental issue focuses on the impacts of a project on public utility systems or facilities such as water, wastewater, storm water drainage or other utility or service systems.

DISCUSSION OF IMPACTS

A) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact.

B) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact.

C) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact.

D) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact.

E) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact.

WILDFIRE DISCUSSION

This environmental issue focuses on the impacts of a project on a wildfire or the potential of accelerating potential wildfire.

DISCUSSION OF IMPACTS

A) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact.

B) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact.

C) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact.

D) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less Than Significant Impact. Project site is currently agriculture, site will be paved and constructed. Not a significant amount to cause a risk.

MANDATORY FINDINGS OF SIGNIFICANCE DISCUSSION

DISCUSSION OF IMPACTS

- A) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. The project site is currently agriculture land and contains no endangered plants or animals.

- B) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less Than Significant Impact. The project would not conflict with the appropriate General Plan Land Use designation and policies of the McFarland General Plan. All current and future project’s impacts would be reduced to a less than significant level by adherence to basic regulatory requirements and/or conditions of approval incorporated in the project design.

- C) Does the project have environmental effects which will cause substantial adverse on human beings, either directly or indirectly?

No Impact.

RESOLUTION NO. 2021-0047
A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MCFARLAND ADOPTING THE INITIAL STUDY AND
NEGATIVE DECLARATION FOR THE HOUSING TRACTS
7393 AND 7394

WHEREAS, LeOra LLC, as the owner of Assessor's Parcels 060-090-29 is proposing to subdivide a parcel into two vesting tracts ("Project"); and

WHEREAS, on June 15, 2020, the project application was deemed complete per Government Code Section 65920 et. seq; and

WHEREAS, the City prepared an Initial Study/Negative Declaration, dated May 1, 2021, of environmental impacts for the Project in accordance with the California Environmental Quality Act and City and County Guidelines.

WHEREAS, the Initial Study and the Negative Declaration was duly noticed and circulated for public review for a period of 20 days, from July 12, 2021 through August 1, 2021; and

WHEREAS, no comments on the Initial Study and Negative Declaration were received during the public review period; and

WHEREAS, on August 10, 2021, following notice duly and regularly given as required by law, the Planning Commission of the City of McFarland held a public hearing to consider the Initial Study and Negative Declaration. At that meeting, the Planning Commission adopted Resolutions 2021-0006-PC and 2021-0007-PC, recommending the City Council adopt the Initial Study/Negative Declaration; and

WHEREAS, on August 12, 2021, following notice duly and regularly given as required by Law, the City Council of the City of McFarland held a public hearing to consider the Project, the Initial Study, the Negative Declaration, and the recommendations of the Planning Commission. The City Council received a report from City Staff, oral and written testimony from the public, and deliberated on the project.

WHEREAS, all legal prerequisites to adoption of this resolution have occurred.

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

Section 1. That the foregoing Recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. Adoption of the Initial Study/Negative Declaration

- a. The City Council finds that the Initial Study/Negative Declaration was presented to the City Council, that the City Council has reviewed the Initial Study/Negative Declaration prepared for the Project, all staff reports pertaining to the Project, and all other pertinent documents relating to the preparation of the Initial Study/Negative Declaration and all comments received thereon, and that the initial Study/Negative Declaration has been prepared and completed in compliance with CEQA;
- b. The City Council finds that on the basis of the Initial Study/Negative Declaration, comments received, and the whole record that there is no substantial evidence that the Project will have a significant adverse impact on the environment;
- c. The City Council finds that the Initial Study/Negative Declaration reflects the City's independent judgment and analysis;
- d. The City Council hereby Adopts the Initial Study/Negative Declaration, attached hereto as Exhibit A and incorporated herein by reference, and directs that a Notice of Determination be posted with the Kern County Clerk, in compliance with the California Environmental Quality Act.

Section 3. The custodian of records for the Initial Study/Negative Declaration for the Project, and all other materials which constitute the record of proceedings upon which the City Council's decision is based is the City Clerk of the City of McFarland. Those documents are available for public review in the Office of the City Clerk, which can be reached at 661-792-3091, and is located at 401 W. Kern Avenue, McFarland, CA 93250

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

CITY OF MCFARLAND:

Sally Gonzalez, Mayor

Attachments: Initial Study and Negative Declaration

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

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

McFarland Police Department

Monthly Statistics

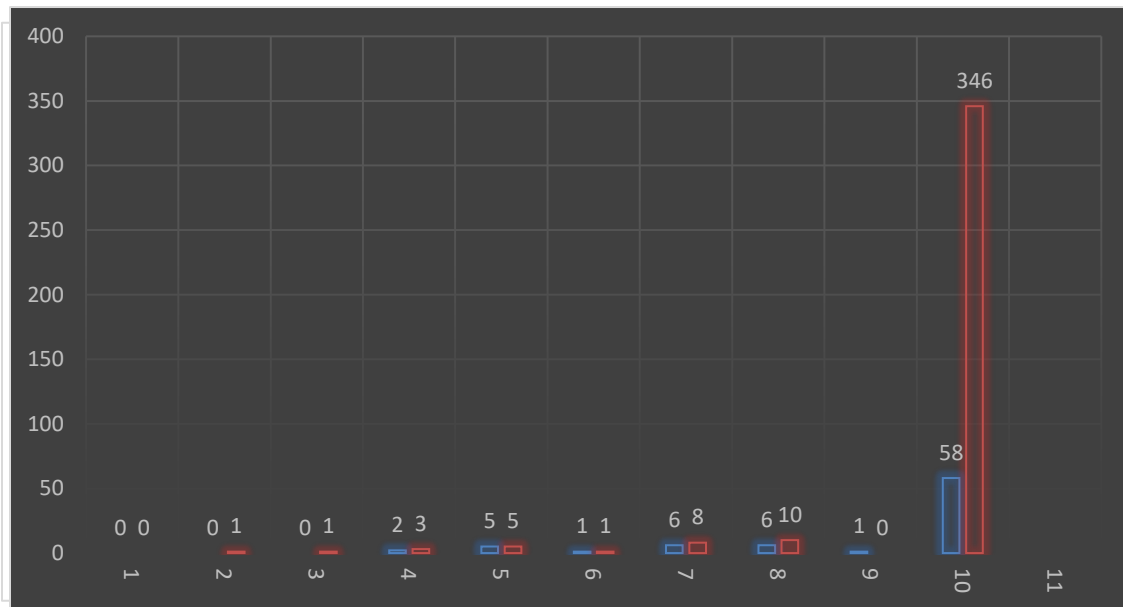
July 2021



Chief Kenny Williams

STATISTICS

July 2020 vs. July 2021



KEY:

Blue denotes 2020 Year

Red denotes 2021 Year

CRIMES	July 2020	July 2021	% CHANGE
Total Incidents	584	1331	127.9%
Calls for Service	450	599	33.1%
Officer Initiated	134	732	446.2%
Felony Arrests	8	39	387.5%
Misdemeanor Arrests	28	82	192.8%
Citations	43	49	13.9%
Homicides (1)	0	0	0
Rapes/Sexual Assault's (2)	0	1	100%
Robberies (3)	0	1	100%
Assaults (4)	2	3	50%
Domestic Violence (5)	5	5	0
Burglaries (6)	1	1	0
Thefts (7)	6	8	33.3%
Vehicle Thefts (8)	6	10	66.6%
Identity Thefts (9)	1	0	-100%
Traffic Stops (10)	58	346	496.5%

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
July	10	2	2	1	0	0	1	0	7	0	2.89%

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

TRAFFIC STOPS

Total: 346 Citations:49 Warnings: 297 Cases Assigned: 27

WARRANTS SERVED: 50

Felony: 16 Misdemeanor: 34

TRAFFIC COLLISIONS: 8

730 Browning Rd

254 Taylor St

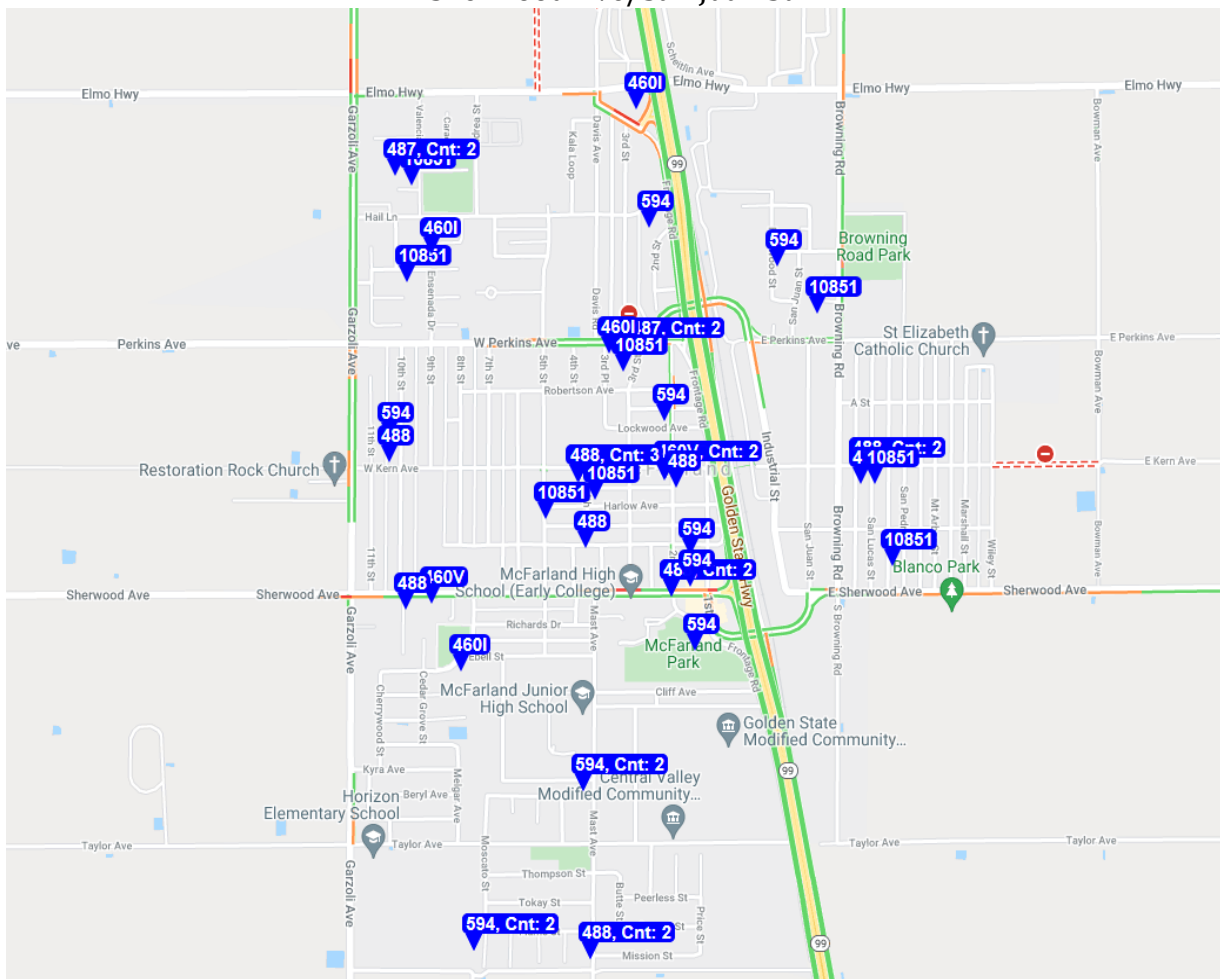
101 W Sherwood

Robertson Ave/2nd St600 2nd St

Mast Ave/Thompson St

Browning Rd/E Kern Ave

E Sherwood Ave/San Juan St



MEMORANDUM CITY OF MCFARLAND

TO: Honorable Mayor and City Council Members

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

DATE: July 8, 2021

SUBJECT: Report, Discussion, and Possible Approval of Vesting Tentative Tract Map 7393.

RECOMMENDATION:

Staff recommends the City of McFarland City Council to approve Vesting Tentative Tract Map 7393 to produce new housing development and provide 167 residential houses, neighborhood park, and a drainage sump.

BACKGROUND:

The parcel is located across Horizon Elementary at the Southwest corner of Taylor Avenue and Garzoli Avenue. Property is designated as single-family residential, R-1, zoning on the City General Plan Map and Zoning map. The designated zoning will remain on the Tentative Tract. The existing parcel has been divided into 2 parcels. Parcel 1 will be recorded as the Tentative Tract 7393. Parcel 1 will consist of 37.38 acres gross. If approved, the Tentative Tract 7393 would bring forth 167 residential lots, park site, and a drainage sump. The Tentative Tract 7393 Map went through a plan check from the City Planning Department, the City Engineer, and Subdivision Committee. The proposed project will include conditions of approval that are based on adopted City guidelines, vision, and policies, those determined through subdivision review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety and welfare of the community, and recommended conditions for development that are not essential to the health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

FISCAL IMPACT:

Legal Fees -Development Agreement

Attachments:

Attachment 1 – Vicinity Map
Attachment 2 – Aerial Photograph
Attachment 3 – Proposed Tentative Tract 7393 Map
Attachment 4 – Negative Declaration / Initial Study
Attachment 5 – Conditions of Approval

[illegible]

**CITY OF MCFARLAND
PLANNING DEPARTMENT**

**Vesting Tentative Tract Map 7393
Conditions of Approval
June 1, 2021 PRELIMINARY**

PART A – PROJECT INFORMATION

Assessor's Parcel Number 060-090-29

Job Address: No address assigned yet

Existing General Plan: Single Family Residential

Existing Zoning: R-1 Single Family Residential

Tract #: Tract 7393

PROJECT DESCRIPTION:

The proposed project is a proposal to construct Tract 7393. The project will consist of 167 single-family homes with various lot sizes starting at a minimum of 5000 square feet with an average lot size of 6081 square feet. This tract will be conducted with 4 phases. There will be a drainage basin and a neighborhood park with a total acreage of approximately 2.38 acres.

The existing parcel will be divided, and the Parcel Map will be recorded to create two parcels. One parcel consists of Tract 7393 and the other parcel comprises Tract 7394.

These residential units will follow all new California Building Code and require solar panels to be installed on new single-family residences. This will give homeowners the ability to conduct their own electricity.

Sanitary sewer and water will be provided by the City of McFarland, refuse services by Franchise Hauler, Police Services by the McFarland Police Department and Fire Services by Kern County Fire Department. All water run-offs will be conveyed to the City owned retention basin located at the westerly property line on Taylor Ave.

PART B – CONDITIONS OF APPROVAL

The conditions of approval are based on adopted City plans and policies, determined through site plan review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety and welfare of the community, and recommended conditions will enhance the project and its relationship to the neighborhood and environment.

Conditions of approval may be appealed within fifteen (15) calendar days from the date of the approval. However, conditions based on the City of McFarland Municipal Code are mandatory and may be modified by variance, provided findings pursuant to the McFarland Municipal Code Section 17.148 can be made. Should an appeal of a mandatory condition of approval be received, an application for a variance and the associated fee must be submitted for consideration.

GENERAL CONDITIONS AND REQUIREMENTS

- 1) The applicant(s)/subdividers(s)/developer(s) (hereinafter referred-to as "Developer"), at their sole cost and expense, shall defend, indemnify and hold harmless the City of McFarland (hereinafter referred to as "City") , its agents, legislative body, officers and employees in any legal or administrative action, claim or proceeding concerning approval of Vesting Tentative Tract Map 7393 (hereinafter referred to as VTTM-7393) or, at its election and in all alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents legislative body, officers and employees for any judgments, amounts paid in settlements, court costs and attorneys' fees which the City, its agents, legislative body, officers and employees may be required to pay at court as a result of such actions, claim, or proceeding. The City may at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve the Developer of their obligations under this condition.
- 2) The following disclosure shall be given as part of transfer to properties: "If your real property is near property used for agricultural operations, you may be subject to inconveniences or discomforts arising from such operations on any 24 hours basis. Said discomforts may include, but not be limited to equipment noises, odors from manure or other chemicals, and dust or smoke: The City has determined that the use of real property for agricultural operations is a high priority and favored use to the City and will not be considered a nuisance for those inconveniences or discomforts arising from agricultural operations, provided such operations are consistent with accepted customs, standards, and laws." Developer, or his successor, shall inform prospective homebuyers of the possible exposure to agricultural chemicals that may be used on adjacent agricultural lands.
- 3) Developer, or the general contractor shall submit a list of all contractors and/or subcontractors performing work on VTTM-7393 to the City Clerk and such contracts and subcontractors shall obtain valid business licenses to do business and/or work in the City.
- 4) Until all portions of VTTM-7393 have been completed, all vacant and undeveloped land within the boundaries of VTTM-7393 shall be maintained in a weed-free, clean or orderly manner by the Developer. Should said property not be maintained, the City shall notify property that the property is to be cleaned within thirty (30) days of receipt of said notice. If property owner does not comply within the required time frame, City may then clear the land and bill property owner for expenses incurred.

- 5) VTTM-7393 shall expire twenty (20) years from the date of final approval by the City Council consistent with the term of the Development Agreement approved for this Project, and in accordance with California Government Code, §66452.6. In the event the City enacts a moratorium on residential development for any reason whatsoever, VTTM 7393 shall be extended for the same period of time as said moratorium.
- 6) Developer shall comply with the latest Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electrical Code, Uniform Fire Code and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits.
- 7) Developer shall submit a copy of any proposed Covenants, Conditions and Restrictions (CC&R's) to the City's Community Development Director prior to - Certification of Occupancy and CCRs must also be approved by the city prior to a certificate of occupancy being issued. If the Community Development Director determines that said CC&R's result in any consistency with City Ordinance the City General Plan, or City Development standards, said CC&R's shall be amended to eliminate any such inconsistency. Once the CC&R's are accepted by the City, none of the portions thereof shall be amended, modified or changed without first obtaining written consent from the City.
- 8) Any and all applicable City fees adopted as of the effective date of the Development Agreement and for a period of twenty (20) years thereafter, including but not limited to Connection Fees, Impact Fees and Exactions, as those terms are defined in the Development Agreement, shall be paid to the City of McFarland prior to the issuance of a building permit.
- 9) Prior or concurrent with the recordation of the final map for the first phase of Tract 7393, the Developer shall convey title to the City for park site and drainage basin at the location and property size as shown on the vesting tentative tract map and developed in accordance with the Development Agreement.
- 10) Within five working days after project approval, the applicant shall pay the mandatory Notice of Determination (NOD) filing fee of \$50.00 along with the mandatory State Department of Fish and Wildlife CEQA review fee as amended or adjusted from time to time. (F&G code §713) for Kern County Clerk NOD processing. The check will be made to Kern County Recorder. If the required filing fee is not paid for the project, the project approval will not be operative, vested, or final and any local permits issued for the project will be invalid (§711.4 (c) (3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the vesting tentative tract map, it will extend the time frame for CEQA legal challenges.

PLANNING CONDITIONS:

11) All Street names shown on the final map are subject to approval of the Community Development Director after consultation with the subdivider or subdivider's representative and approved by the Planning Department. The approved street names shall be shown on the Final Map. The words "Avenue," "Boulevard," "Drive," "Place," "Way," "Street," "Road" or other designation of any such street or way shall be spelled out in full. City logo must be present on signage for all subdivision street signs.

12) **Residential Subdivision Land Use Design Criteria.** It is the intent of the General Plan and the provisions of this Title to encourage a variety of residential development types that are innovative in design and compatible with surrounding neighborhoods while being conducive to creating a balanced housing market in the City. The following represents components of design requirements for all residential subdivisions:

- a. Housing within new residential subdivisions should, where possible, be situated with recognizable variations in front and side yard building setbacks. Residential developments should, where possible, maximize a feeling of openness by orienting road axes to open space areas and areas of visual interest.
- b. The use of roof forms, including shed, gable, and hip roofs, alone or in combination shall be used to achieve a variety of roof lines for houses adjacent to public streets. All such roofs shall be of a concrete tile, approved shake, or an architectural style composition shingle with dimensional variations. All other proposed roofing materials shall be subject to review and approval by the City Building Official.
- c. To reduce architectural massing at street corners and to create congruity where a two-story structure is next to a one-story structure, the incorporation of a one-story element into the two-story structure shall be required when feasible.
- d. The minimum size for construction of a new house in the City shall be one thousand one hundred square feet.
- e. Architectural styles and themes should be compatible with the surrounding environment. However, to assure individuality among projects, each development shall vary its architectural design to avoid monotony and create interest, while remaining compatible with surrounding development.
- f. If custom homes are not proposed, the developer shall provide a minimum of five (5) floor plans and four (4) building elevations for each proposed floor plan. The required number of building elevations may be reduced by one for every two building footprints added to the required minimum number. Elevations, for the purpose of meeting this requirement, shall mean the treatment of materials, trim, roofs, or other architectural features which are considerably different than the elevations of any other house in the same

subdivision as seen from the street upon which it faces. No two identical elevations shall be placed side by side within a subdivision.

g. Color.

- i. The use of monochromatic and complementary accent and trim colors is considered to meet the intent of this Chapter.
- ii. The use of bright or garish colors (i.e., fluorescent "hot" or "day-glow" colors) shall not be permitted.
- iii. Using building materials in their natural state, such as brick or stone, is strongly recommended.
- iv. The use of colors to express individuality and identity within a cohesive and attractive framework is encouraged. Such colors should be in harmony with other colors used in the immediate area.

h. Landscaping of Model Homes. Notwithstanding the provisions of Section 20.10.410, and as to this Section only, any new single-family project or development:

- i. Consisting of eight or more lots;
- ii. In which one or more model homes are built; and
- iii. Which landscapes said model home(s), shall provide the following:
- iv. All landscaped model home shall comply with the requirements of this Chapter; and
- v. A four square foot sign shall be placed in the front yard of each said model home that contains such water efficient landscaping, such that it is clearly visible to pedestrian and vehicular traffic. Said sign shall state that the model features a water saving landscape and irrigation system; and
- vi. Within said models, there shall be located a drawing, or combination of drawings, providing a schematic and description of the landscaping and irrigation system, including a key identifying the common names of all plantings which are part of said landscaping.

13) **All Landscaping to comply with MWELQ** A landscaping and irrigation plan prepared by a licensed landscape architect shall be submitted to the City for approval by the Community Development Department. All landscaping plans shall comply with the requirements of the State Model Water Efficiency Landscape Ordinance (MWELQ). Species, sizes, and number of proposed tree and shrub species shall be shown, labeled on the required plans, and consistent with the City's Adopted Urban Forestry Guidelines. The required plans shall show irrigation facilities, automatic controller locations, and points of connection as required by local and state laws. Lawn (turfed) areas and walkways shall be shown.

14) **Front Yard Landscaping** The developer shall provide landscaping and an irrigation system for each lot of a residential subdivision prior to receiving a final

inspection for any house constructed in that subdivision, as follows: landscaping and an irrigation system for both the front yard and the street side yard, provided the street side yard is not obscured from sight from an adjacent street by fencing, of each lot shall be provided. Said landscaping shall consist of the following: (1) no less than one tree from the approved City Plant List with a minimum listed canopy width of fifteen (15) foot tree canopy; (2) ten percent of said yard area shall consist of a landscaped planter; and (3) the remaining portion of said yard area not occupied by a driveway, shall be improved with sod including one, six-station clock and two, one-inch valves. All plant materials shall be selected from the City approved Urban Forestry Guidelines. The applicant shall provide two variations of landscaping plans for each model and shall not place the same landscaping configuration on two adjacent properties.

- 15) **Side Yard Wall/Fence Requirement:** Properties with side yards abutting the public right of way may have wood fencing material but must include enhanced landscaping selected from the City Urban Forestry Guideline in order to screen the fencing material from the street. The plants shall be minimum of three feet in height and three feet wide when planted, as listed within the City Plant List. If enhanced landscaping is not installed, the fencing type along the side yards abutting the public right of way must be approved by the Community Development Department. The applicant shall notify property owners of that maintenance of these areas is their responsibility as property owner.
- 16) **Maintenance of Landscaping.** All landscaping and structural features that are required pursuant to this Chapter shall be maintained in a healthy and attractive condition. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying, and cultivating. For purposes of enforcement, the owner and the occupant of the property shall be responsible for such maintenance. In the case of a vacant building, the owner shall be responsible for such maintenance.
- 17) **CEOA Compliance:** The tract map shall comply with any adopted environmental mitigations for the project..
- 18) **Development Agreement.** If a Development Agreement is adopted for the proposed project, the Development Agreement requirements as adopted by the City Council shall supersede or modify any requirements listed within the Conditions of Approval.
- 19) **All Plant Materials.** Said plans shall be in compliance with the Municipal Code and Subdivision Design Standards. All landscaping and irrigation system plans shall be submitted to the City of McFarland for review and subsequent approval by the Community Development Department, the City's Engineer Office prior to acceptance of the Final Map.

- 20) **Screening Requirements** Prior to occupancy approval for residential units within the tract map or applicable phase thereof, Developer shall construct the following: A six-foot exterior masonry wall, or a combination of masonry and other compatible material with split block faces, columns, or other design features to provide visual relief along the wall face for the northerly boundary of Tract 7393 adjacent to Taylor Avenue; the easterly boundary of Tract 7393 adjacent to Garzoli Avenue; and the easterly and westerly boundaries of the proposed park. Said wall(s) shall meet the City's specifications and subdivision standards. The entire wall for each phase shall be completed and receive final inspection approval, prior to issuance of the first occupancy permit within the development. Exterior surrounding walls of the exterior of the Tract 7393 shall be constructed with decorative materials which include, but are not limited to split face block, slump stone, stucco block, brick, or other similar materials but specifically excluding precision cinder block construction or may be designed to match adjacent exterior walls of adjacent subdivisions. The exterior wall shall include a capstone of a minimum of one (1) inch, and pilasters at every 50'-0". Both the capstone and pilasters shall vary in shade from the rest of the block wall. The wall shall be shown on any permits required for construction of the proposed use prior to issuance of said permits. Final screening design and materials shall be submitted Community Development Department for approval prior to construction.

BUILDING CONDITIONS:

- 21) Private driveways constructed of Portland concrete/cement shall be constructed at a minimum width of sixteen (16) feet from the edger of the public right-of-way to the garage of each house.
- 22) Prior to permitting occupancy of any lot, building addresses shall be permanently installed and clearly visible from the street, in accordance with the requirements of the McFarland Municipal Code.
- 23) Prior to a Certificate of Occupancy being issued for any structure all required off-site improvements shall be installed and inspected by the City of McFarland.
- 24) **Building Permit Fees.** The Developer shall be responsible for paying all applicable building permit fees as adopted in Resolution No. 2020-0027, which shall apply throughout the entire development of Tract 7393.
- 25) **Development Impact Fees.** The Developer shall be responsible for paying all development impact fees as adopted in Resolution No. 2020-0046, which shall apply throughout the entire development of Tract 7393. All fees associated with each lot shall be paid at time of building permit.

ENGINEERING CONDITIONS:

- 26) The safety and security of the project site shall satisfy and be in compliance with all applicable Local, County, State, Special District, and Federal regulations, California Building Code, and California Occupational Safety and Health Association (CAL/OSHA).
- 27) This map is being created from Tentative Parcel Map 12412. Final Tract Map 7393 shall not be recorded until the Parcel Map has recorded in accordance with the Subdivision Map Act.
- 28) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved vesting tentative map.
- 29) The applicant to reimburse the City of McFarland for expenses of consultants work for Vesting Tentative Tract Map No. 7393 and agrees to reimburse the City within thirty (30) days of receiving an invoice from the City of McFarland for these expenses.
- 30) **Development Agreement (DA):** A Development Agreement will outline more specifics related to scope and timing of required offsite and park improvements. A Subdivision Improvement Agreement for each phase of the project will be required, in which onsite and offsite public improvement security will be addressed, along with the required landscape and lighting maintenance districts.
- 31) **Grading Permit Fee:** This fee is set by the building code, where the cost depends on the cut/fill volume, and shall be paid prior to Final Map approval. All building finish floor elevations shall be a minimum of one foot above the front street curb elevation.
- 32) **Engineering Inspection and Materials Testing:** 3.5% deposit of the engineer's estimate of the public improvements shall be paid prior to Final Map approval. Total Fee will consist of total time and material plus 15% administration fee.
- 33) **Plan-check fees:** An engineering plan-check fee deposit of \$3,000.00 of the engineer's estimate of the public improvements and grading plan shall be paid at time of plan submittal. Total Fee will consist of total time and material plus 15% administration fee.
- 34) **Encroachment Permits:** Encroachment Permits must be paid and acquired prior to any street improvement or any new utility installation within the public right-of-way.
- 35) The project site is subject to all applicable City of McFarland ordinances, regulations, standards and policies.
- 36) The applicant shall obtain necessary permits and/or approvals from all agencies having jurisdiction with respect to this project.

- 37) Provide the City of McFarland with a copy of the current Title Report
- 38) Provide the City of McFarland with a Preliminary Soils Report that addresses all improvements.
- 39) Provide the City of McFarland with an estimate of the cost of improvements for bonding or securities of improvements.
- 40) All improvements to comply with American Disabilities Act standards and regulations (ADA) including drive approach ramp(s), walk around(s), etc.
- 41) Provide an on-site Drainage Study for the 10-year 5-day storm per Kern County standards.
- 42) Developer shall provide existing sump volume verification for additional runoff capacity.
- 43) Retention basins shall be fenced and provided with gated access when the design ponding depth exceeds 18 inches. All retention basins shall be enclosed by a six (6) foot high commercial grade chain link fence with privacy slat except the northern boundary of sump. Northern boundary shall be constructed of a six (6') foot high cement block wall.
- 44) Project to satisfy National Pollution Discharge Elimination System (NPDES), State and Central Valley Regional Water Quality Control Board requirements.
- 45) The following road improvements are required:
- a. Install Curb, Sidewalk, gutter, and pavement adjacent to Tract 7393 along southside of Taylor Ave within the 45' right-of-way.
 - b. Install curb, sidewalk, gutter, and pavement adjacent to Tract 7393 along the westside of Garzoli Ave within the 45' right-of-way.
 - c. With dedication of right-of-way from property owner, Developer to install Curb, sidewalk, gutter, and pavement on the South/West corner property at the intersection of Garzoli Ave and Taylor Ave., conditioned on the following:
 - i. The cost of these improvements will turn into credit towards traffic impact fees applicable to each lot in Tract 7393 and applied until completely exhausted.
 - ii. City shall be responsible for acquiring any additional right-of-way necessary to complete this improvement.
 - iii. If dedication is not given to City by property owner, section C shall be removed and not be completed.
- 46) All new and existing utilities to be installed underground.
- 47) Developer shall use Roadway hard surface design TI-7.

- 48) Lighting for all roads surrounding and within subdivision must follow city standard lighting improvement standards.
- 49) Improvement plans to include a Dust Control Plan as required by San Joaquin Valley Air Pollution Control District (SJVAPCD).
- 50) Provide verification from Division of Oil and Gas of no conflicts.
- 51) Provide Kern County Fire Department project approval prior to any plan approvals.
- 52) Developer shall comply with requirements of the Kern County Fire Department regarding fire hydrants, and hydrant maintenance.
- 53) Verify water service capacity prior to any plan approval.
- 54) Sewer and water service shall be provided for each parcel created.
- 55) Developer shall verify wastewater plant capacity prior to any plan approval.
- 56) Developer shall verify gravity service sewer system prior to any plan approval.
- 57) All streets, alleys, access rights, drainage and/or sewer easements and other easements and parcels of land shown on the final map as intended for public use shall be offered for dedication for public use pursuant to the Subdivision Map Act.
- 58) The final map shall show the location, width and side lines of all easements to which the lots are subject. If an existing easement is not definitely located of record, a statement as to the easement shall appear on the title sheet. Easements for storm drains, sewers, utilities and other purposes shall be denoted by broken lines. Distance and bearings on the side lines of the lots which are cut by an easement shall be so shown as to indicate clearly the actual lengths of the lot lines. The width of the easement, the lengths of the bearings of the lines thereof, and sufficient ties to locate the easement shall be clearly labeled and identified, and, if already of record, proper reference to the records shall be given. Easements being dedicated shall be so indicated in the certificate of dedication.
- 59) Sufficient data shall be shown to determine readily the bearing and length of each line. Dimensions of lots shall be the net dimensions.
- 60) Improvement work shall not be commenced until plans and profiles for such work have been submitted to and approved by the city engineer. Such plans will be required before approval of the final map. All such plans and profiles shall be filed with the city engineer.
- 61) Developer shall provide copies of complete set of Civil on-site/offsite improvement plans

signed by a California Registered Civil Engineer.

- 62) Developer shall provide complete Engineer's Cost Estimate per the project's improvement plans signed by a California Registered Civil Engineer. Use current Kern County Development Standards Division Seven Sec. 701-1 to Sec. 702-9. The estimate shall include a contingency factor to compensate for the effect of inflation and any changes in construction during the life of the project.
- 63) Improvement work shall not be commenced until the city engineer and the public works director have been notified in advance, and if work has been discontinued for any reason, it shall not be begun again until the city engineer and public works director have been notified.
- 64) All required improvements shall be constructed under the inspection of, and to the approval of, the city engineer and the city public works director.
- 65) All underground utilities, sanitary sewers and storm drains installed in streets, service roads, alleys or highways shall be constructed prior to the surfacing of such street, service road, alley or highway. Service connections for all underground utilities and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street or alley improvements when connections thereto are made.
- 66) All streets and highways shall be graded and surfaced to cross sections and grades approved by the city engineer.
- 67) Structures shall be installed as required for drainage, access and/or public safety. Such structure shall be placed to grades and shall be of a design approved by the city engineer.
- 68) Vertical curbs, gutters and sidewalks shall be installed to grades and at locations approved by the city engineer prior to the issuance of an occupancy permit on building construction on any site within the subdivision. Sidewalks shall be required on all street frontages.
- 69) Sanitary sewer facilities connecting with the existing city sewer system shall be installed to serve each lot and to grades, location and design and size approved by the city sewer engineer. No septic tanks or cesspools shall be permitted. Location of house sewer laterals shall be marked on curb or sidewalk with a letter "S."
- 70) Storm drains shall be installed as required by the city engineer.
- 71) Water mains and fire hydrants of design and layout and in locations approved by the city water engineer and public works director shall be installed by the subdivider. Location of water services shall be marked on the curb or sidewalk with a letter "W." The water system shall be installed and in operation and all required fire hydrants

connected thereto prior to the commencement of building construction on any site within the subdivision.

- 72) Permanent stainless-steel storm drain markers shall be installed at all storm drain inlets. Coordinate “No dumping” legend with City.
- 73) Street signs of a type approved by the city shall be installed by the subdivider, in locations approved by the city engineer. Two street name signs shall be installed at each four-way intersection within the subdivision and one street name sign shall be installed at each two-way or three-way intersection. Any required barricades to prevent traffic access to dead-end streets shall be provided by the subdivider.
- 74) Ornamental streetlights shall be installed by the subdivider, at locations approved by the city engineer, at each four-way intersection, at each three-way intersection, at each two-way intersection, at the end of each cul-de-sac and at such other locations as necessary to provide that no point along any street within the subdivision shall be more than two hundred fifty feet from a streetlight.
- 75) Permanent monuments in accord with the standard specifications shall be set at all angle and curve points on the exterior boundaries of the subdivision, at all street intersections, at all angle points of street lines, and at all curve points, both simple and compound, of street lines. Monuments in street lines shall be set on street centerlines unless otherwise directed by the city engineer; provided, however, such permanent monuments need not be set at angle and curve points on the exterior boundaries of the subdivision when such points on the exterior boundaries of the subdivision have been previously monumented and accepted by the city.
- 76) The engineer or surveyor shall set at all corners a marker not less substantial and enduring than one-half-inch iron pipe eighteen inches long with a noncorroding material with the registered engineer's or licensed land surveyor's marker on the head thereof.
- 77) Any monument or benchmark, as required by the provisions of this title, which is disturbed or destroyed before acceptance of all improvements, shall be replaced by the subdivider.
- 78) Monuments and benchmarks shall be set before acceptance of the improvements by the council.
- 79) All improvements necessary shall conform to the proposed subdivision to the standards and policies of the city existing at the time of filing the vesting tentative map shall be installed at the cost of the subdivider.
- 80) Prior to approval by the council of the final map, the subdivider shall execute and file a Subdivision Improvement Agreement between himself and the city specifying a period

(not to exceed twelve months), within which he, or his agent or contractor, shall complete all improvement work and providing that if he fails to complete such work within such period, the city may complete the same and recover the full cost and expense thereof from the subdivider. The agreement shall provide for the inspection of all improvements by the public works department. Such agreement shall include such stipulations as may be required to assure completion of the subdivision in accord with the requirements of the city.

- 81) The subdivider shall file with the agreement required provisions to assure his full and faithful performance thereof, a bond or security for such sum as the City engineer deems sufficient to cover the cost of the improvements.
- 82) The security shall be in the manner, form and kind provided in the Subdivision Map Act. The security shall be in the amount of one hundred percent of the estimated cost of the improvements, conditioned upon the faithful performance of his agreement by the subdivider, and in the additional amount of fifty percent of such sum securing the payment by the subdivider to his contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvements.
- 83) The security provided shall guarantee maintenance and/or all defects in the required improvements for a period of one year following acceptance of the improvements by the City.
- 84) (Location) Please add the current property description to the title. (Being a Division of Parcel _ - of Parcel Map 12412)
- 85) Water Meters shall be installed to City Standard and a Master Smart Meter (Part # B16-A31-B15-0101A-1) shall be installed at each single-family dwelling.
- 86) Water conservation methods to be utilized to satisfy City & State recommendations and requirements.
- 87) Sewer service to be provided for each parcel created.
- 88) All dedications and improvements shall conform to the current City of McFarland Improvement Standards and the Americans with Disabilities Act.
- 89) All improvements shall be completed, approved by the city engineer, and accepted by the council before a certificate of occupancy for any structure can be issued and a One Year Guarantee Security shall be posted as required by City Ordinance or a Subdivision Improvement Agreement, Faithful Performance and Laborer and Materialmen Security, and Insurance Certificate shall be posted as required by the City Ordinance for Final Parcel Map recordation.

90) Provide note on Improvement Plans: “PRIOR TO ACCEPTANCE OF IMPROVEMENTS: PROVIDE INSPECTION APPROVAL BY CITY WATER ENGINEER, CITY PUBLIC WORKS DEPARTMENT, CITY POLICE DEPARTMENT AND KERN COUNTY FIRE DEPARTMENT, AND PROVIDE RECORD DRAWINGS AND ONE YEAR GUARANTEE SECURITY.

91) DEVELOPER MUST ANNEX TO THE CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICTS (CFDS) FOR: LANDSCAPING AND STREET MAINTENANCE CFD 2017-2; POLICE SERVICES CFD 2017-1; AND FIRE PROTECTION CFD2019-1.

KERN COUNTY SUPERINTENDENT OF SCHOOLS:

92) The applicant shall be required to pay school impact fees in the amount of \$4.08 per square foot of residential development and \$0.66 per square foot for commercial development. All school fees shall be paid prior to issuance of a building permit.

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT:

93) The applicant shall submit and Air Impact Assessment to the San Joaquin Valley Air Pollution Control District. The Air Impact Assessment shall be submitted and approved prior to the recordation of the Final Map.

94) Development of VTTM-7393 may be subject to additional Air District rules therefore the applicant shall contact the San Joaquin Valley Air Pollution Control District prior to construction commencing on any phase of the development.

MCFARLAND RECREATION AND PARKS DISTRICT:

95) Dedication of 2.38 acres park to cover all Quimby Fees and the development of the park in lieu of Park Impact Fees for Tracts 7393 and 7394.

RESOLUTION NO. 2021-0048
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING VESTING TENTATIVE TRACT 7393 AND 7394 AS REFLECTED IN
EXHIBIT A AND CONDITIONED IN EXHIBIT B

WHEREAS, LeOra LLC (“Applicant”), as the owner of Assessor’s Parcels 060-090-29 is proposing to subdivide a parcel into two vesting tentative tracts (VTT7393 and VTT7394); and

WHEREAS, on March 30, 2021, Applicant submitted an application requesting approval of: 1) Vesting Tract 7393, and 2) Vesting Tract 7394 to subdivide the 75.96-acres lot into 350 lots. The project site is located at Southwest property at intersection of Garzoli Ave and Taylor Ave. APN: 060-090-29. (“Project”); and

WHEREAS, on July, 2021, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the City prepared an Initial Study/Negative Declaration dated May 1, 2021, which was circula The Notice of Intent to Adopt a Negative Declaration and Initial Study/Mitigated Negative Declaration were filed with the Governor’s Office of Planning and Research State Clearinghouse and the County Clerk, on July 12, 2021; and

WHEREAS, on June 15, 2021, the City’s Planning Commission received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted Resolutions No 2021-0006PC and 2021-0007PC to approve recommendation of the Project pursuant to the conditions of approval attached to the Resolution and the Negative Declaration; and

WHEREAS, on August 12, 2021, the City Council received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

WHEREAS, these Findings are based on the City’s General Plan and the City’s Zoning Ordinance, and the information submitted to the City Council at its regular meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the “Record”).

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council of the City of McFarland makes the following additional findings in support of the approvals:

- 1) The foregoing recitals are true and correct.
- 2) The proposed project is consistent with the City of McFarland's General Plan Land Use designation;
- 3) The proposed project is consistent with the City of McFarland's Zoning classification;
- 4) The proposed project will assist the City in satisfying the required Regional Housing Needs Allocation;
- 5) The project as conditioned will not detrimentally impact the health, safety and welfare of the community.
- 6) The initial study/mitigated negative declaration has been prepared and made available for public comment, pursuant to the California Environmental Quality Act Guidelines, and mitigation measures contained therein will reduce all potentially significant impacts of the project to a less than significant level.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves of the Applicant's request for Vesting Tentative Map subject to the Conditions of Approval, a true and correct copy of which are attached hereto as Exhibit A and incorporated herein by reference.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

CITY OF MCFARLAND:

Sally Gonzalez, Mayor

Attachments: Exhibit A-Conditions of Approval.

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

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

MEMORANDUM CITY OF MCFARLAND

TO: Honorable Mayor and City Council Members

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

DATE: July 8, 2021

SUBJECT: Report, Discussion, and Possible Approval of Vesting Tentative Tract Map 7394.

RECOMMENDATION:

Staff recommends the City of McFarland City Council to approve Vesting Tentative Tract Map 7394 to produce new housing development and provide 183 residential houses.

BACKGROUND:

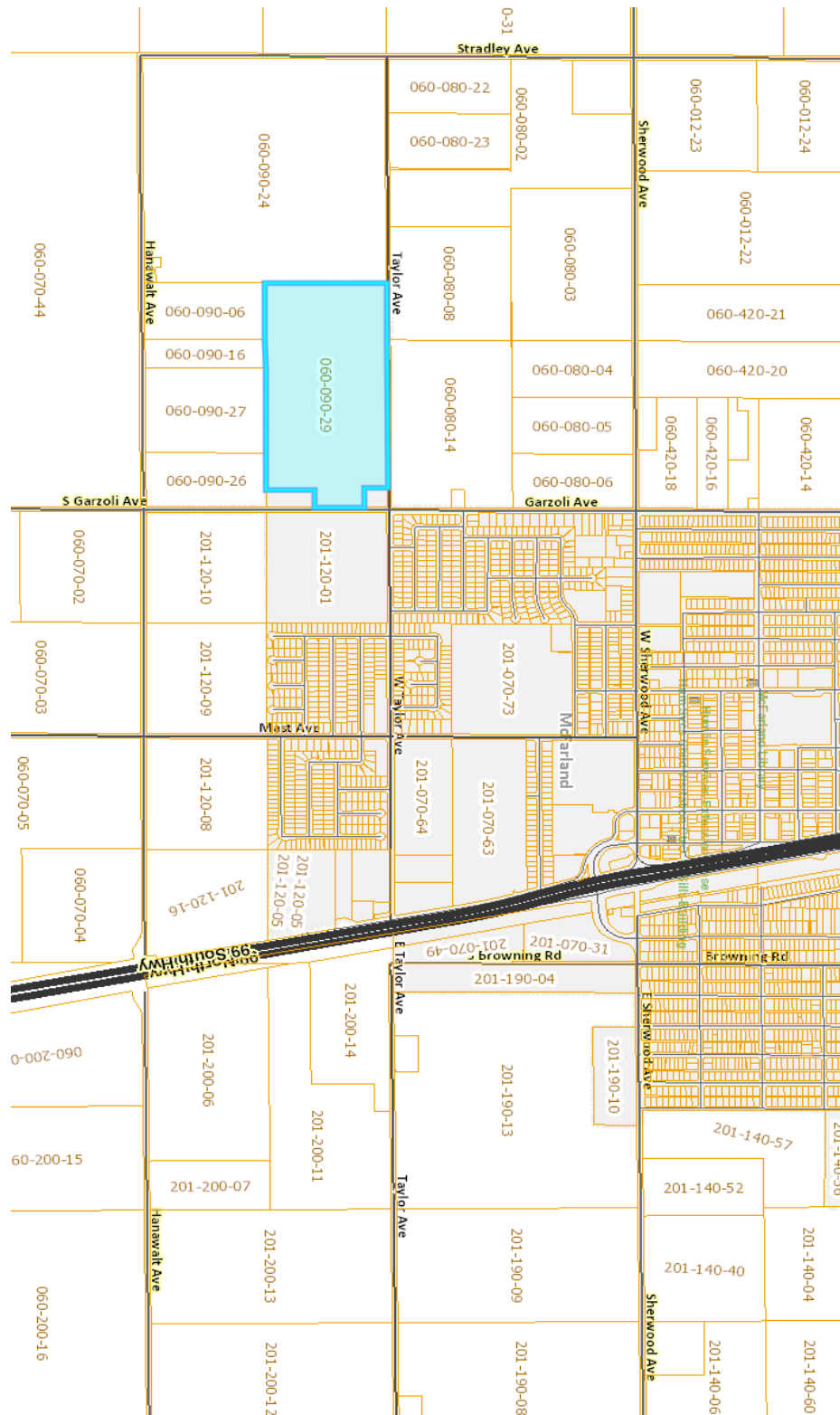
The parcel is located across Horizon Elementary at the Southwest corner of Taylor Avenue and Garzoli Avenue. Property is designated as single-family residential, R-1, zoning on the City General Plan Map and Zoning map. The designated zoning will remain on the Tentative Tract. The existing parcel has been divided, and Parcel 2 will be recorded as the Tentative Tract 7394. Parcel 2 will consist of 37.38 acres gross. If approved, the Tentative Tract 7394 would bring forth 183 residential lots. The Tentative Tract 7394 Map went through a plan check from the City Planning Department, the City Engineer, and Subdivision Committee. The proposed project will include conditions of approval that are based on adopted City guidelines, vision, and policies, those determined through subdivision review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety and welfare of the community, and recommended conditions for development that are not essential to the health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

FISCAL IMPACT:

Legal Fees -Development Agreement

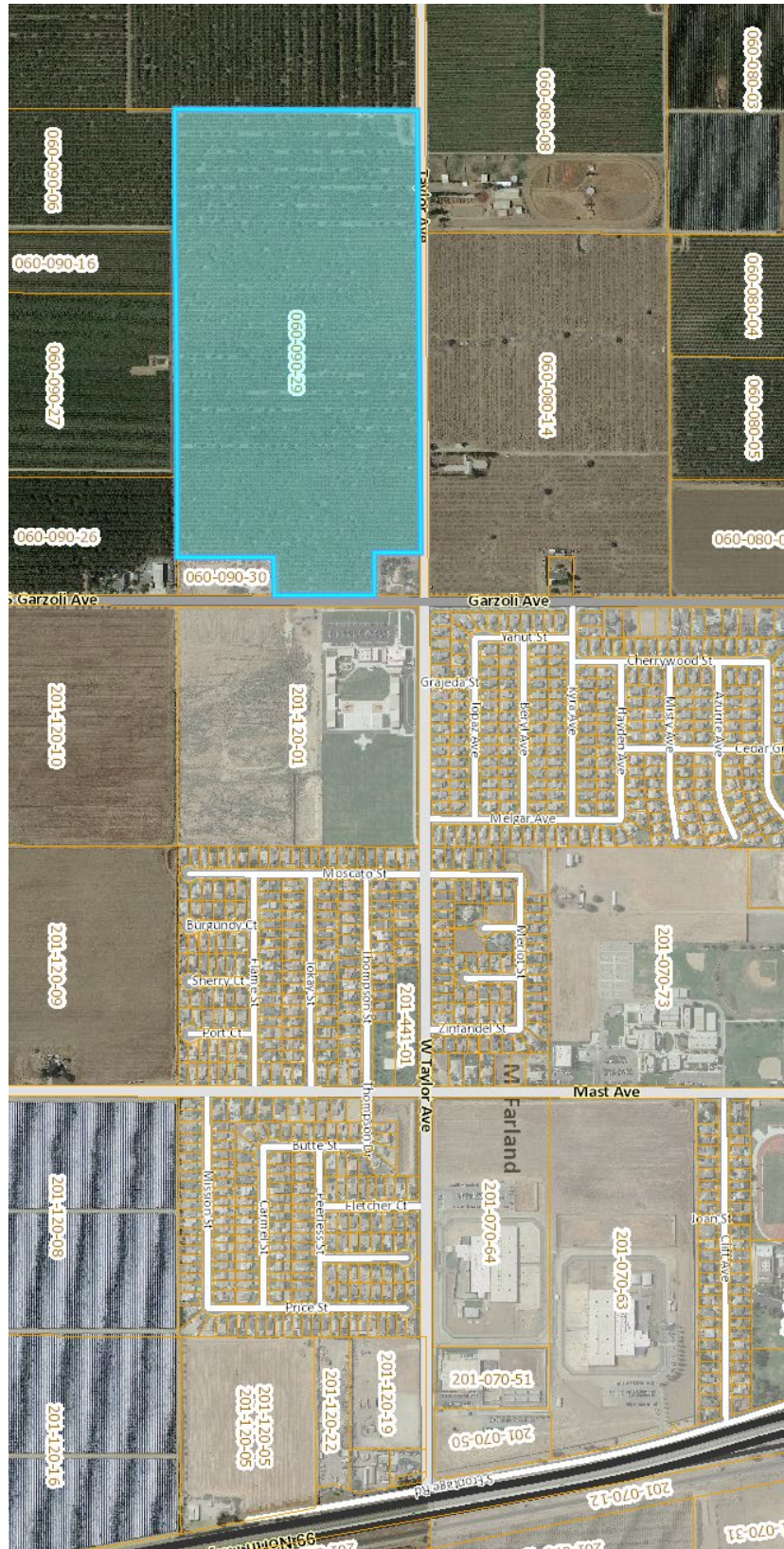
Attachments:

Attachment 1 – Vicinity Map
Attachment 2 – Aerial Photograph
Attachment 3 – Proposed Tentative Tract 7393 Map
Attachment 4 – Conditions of Approval



ATTACHMENT 2

Aerial photograph



ATTACHMENT 3
Proposed Tentative Tract 7394 Map

060-080-08 FARMLAND

060-080-14

PREPARED BY:

PCS LAND SERVICES
6501 FRUITVALE AVENUE
BAKERSFIELD, CA 93308
(661) 808-5997
RANDALL A. BERGQUIST
L.S. 5880 (EXP 12-31-22)



SUBDIVIDER:

LEORA, LLC
6501 FRUITVALE AVENUE
BAKERSFIELD, CA. 93308
ATTN: MICHAEL HAIR

OWNERS:

ARTHUR T. McINTOSH, III AND DONNA KAY McINTOSH
TRUSTEES OF McINTOSH FAMILY TRUST DATED 1/12/2000
WENDELL NICOLAUS TRUSTEE OF MIDDLEIDGE 2008 TRUST
DATED 1/3/2008
CHRISTINE COFFIN

ADDRESS:
27 ROSS COMMONS
P.O. BOX 1623
ROSS, CA 94757
ATTN: WENDELL NICOLAUS

GENERAL NOTES:

- ASSESSOR'S PARCEL NUMBER: 060-090-29 PTN.
- APPROXIMATE ACREAGE: 37.38 AC. GROSS
- PUBLIC ACCESS: TAYLOR AVE.
- NUMBER OF PARCELS: 183 SINGLE FAMILY LOTS
- WATER: CITY OF McFARLAND
- SEWER: CITY OF McFARLAND
- EXISTING GENERAL PLAN: SR (SUBURBAN RESIDENTIAL)
- EXISTING ZONING: R-1
PROPOSED ZONING: SAME
- CONTOURS: AS SHOWN
- IMPROVEMENTS: TYPE "A" ROAD IMPROVEMENTS
- TELEPHONE: FRONTIER
- CABLE TELEVISION: CHARTER COMMUNICATIONS
- GAS: SOUTHERN CALIFORNIA GAS COMPANY
- DRAINAGE: STORM DRAIN LINES TO OFFSITE SUMP
- SCHOOL DISTRICTS: McFARLAND UNIFIED SCHOOL DISTRICT
McFARLAND HIGH SCHOOL
- FIRE PROTECTION: IN CONFORMANCE WITH KERN COUNTY FIRE DEPT. STANDARDS.
- POWER: PACIFIC GAS & ELECTRIC
- STREET GRADIENT: MINIMUM 0.15%
MAXIMUM 1.0%
- MAP WILL BE PHASED. PRELIM. PHASING SHOWN & MAY BE ADJUSTED.
- EXISTING LAND USE: AGRICULTURE PROPOSED: SINGLE FAMILY RES.
- TAYLOR AVE., PROPOSED 45' 1/2 R/W 34' C/L TO F/L AND 11' F/L TO R/W.
LOCAL STREETS 60' WIDE R/W WITH 40' WIDE F/L TO F/L
- BUILDING SETBACKS PER CITY OF McFARLAND: 25' FRONT YARD,
5' REAR YARD, 5' SIDEYARD.
- STREET LIGHTING: MAST ARM LED IN PERIMETER STREETS, POLE LED INTERIOR.
- DELETED
- PROPERTY IS IN FEMA ZONE "X" (OUTSIDE FLOOD ZONE).

EASEMENT LEGEND:

ITEM <3> EASEMENT FOR ROAD PURPOSES IN FAVOR OF THE COUNTY OF KERN PER ORDER OF B. OF S. IN VOL. 23, PG. 176 OF MINUTE BOOKS.

EASEMENT FOR PIPELINE PURPOSES IN FAVOR OF THE U.S.A. PER BK. 1978, PG. 275 O.R. CANNOT BE PLOTTED FROM RECORD.

NOTE:

TOTAL LOTS PROPOSED = 183

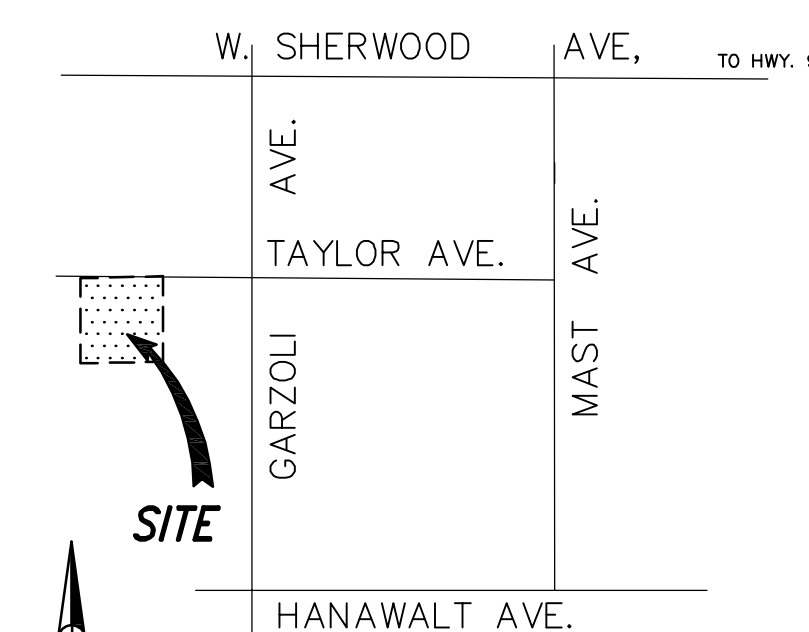
50' WIDE LOTS = 39 OR 21%

60' WIDE LOTS OR LARGER = 144 OR 79%

LOT SIZES IN TRACT: 5,000 SF TO 11,831 SF

AVERAGE LOT SIZE: 6,177 SF

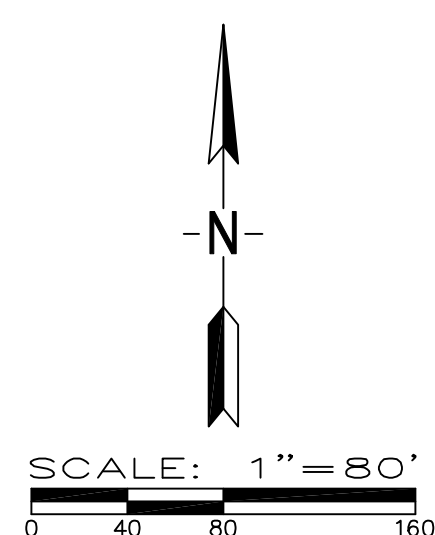
McFARLAND, CALIFORNIA



NORTH
N.T.S.

VICINITY MAP

← = DIRECTION OF DRAINAGE



PRINT DATE: 5/20/2021

VESTING TENTATIVE TRACT 7394

BEING A DIVISION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 5-06 AS EVIDENCED BY CERTIFICATE OF COMPLIANCE RECORDED 10/27/2006 AS DOC. NO.0206267032 O.R. ALSO BEING A PORTION OF PARCEL 2 OF PARCEL MAP 10234 FILED IN P.M. BK. 47, PG.134 IN THE S. HALF OF SEC. 14 T. 26 S., R. 25 E., M.D.B.AND M., IN THE COUNTY OF KERN, CITY OF McFARLAND, STATE OF CALIFORNIA.

060-080-24 FARMLAND

060-080-06

060-080-16

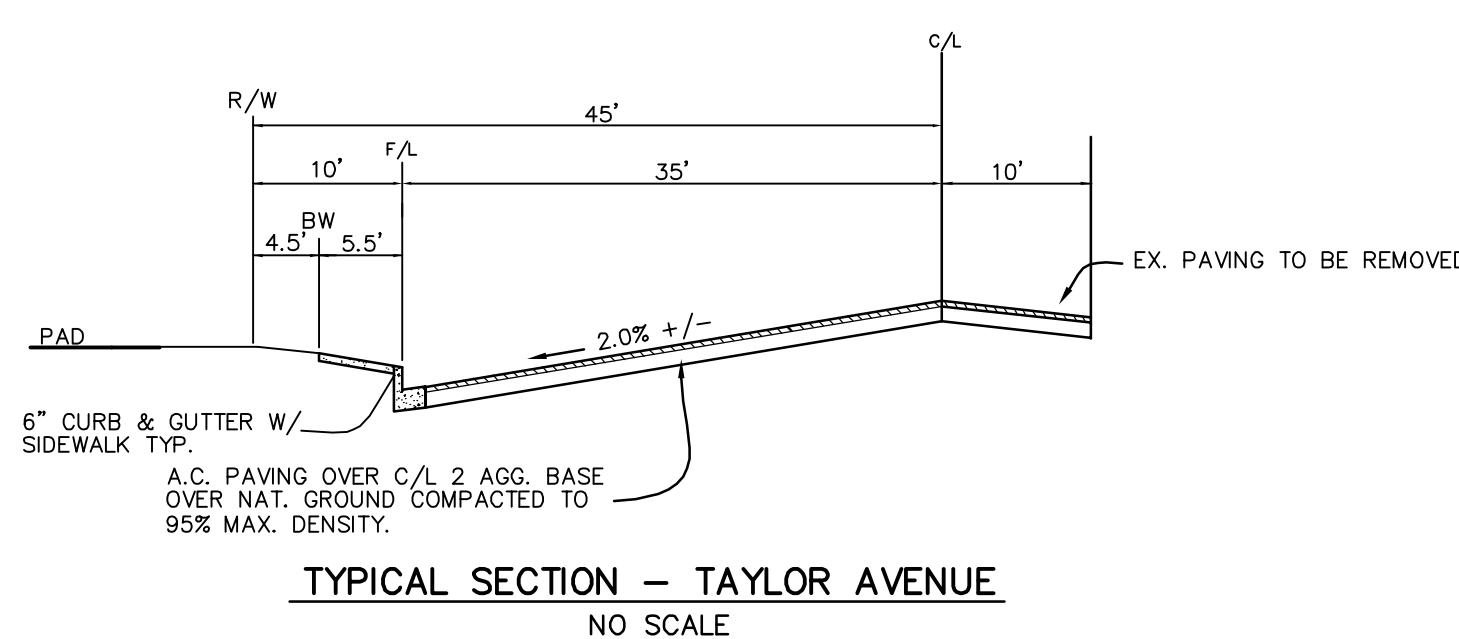
FARMLAND

060-090-27

LEGEND

- PHASE I (60 LOTS)
- PHASE II (41 LOTS)
- PHASE III (40 LOTS)
- PHASE IV (42 LOTS)

TOTAL 183 LOTS



TYPICAL SECTION - TAYLOR AVENUE
NO SCALE

**CITY OF MCFARLAND
PLANNING DEPARTMENT**

**Vesting Tentative Tract Map 7394
Conditions of Approval
June 1, 2021 PRELIMINARY**

PART A – PROJECT INFORMATION

Assessor's Parcel Number 060-090-29

Job Address: No address assigned yet

Existing General Plan: Single Family Residential

Existing Zoning: R-1 Single Family Residential

Tract #: Tract 7394

PROJECT DESCRIPTION:

The proposed project is a proposal to construct Tract 7394. The project will consist of 183 single-family homes with various lot sizes starting at a minimum of 5000 square feet with an average lot size of 6177 square feet. This tract will be conducted with 4 phases. A required drainage basin and neighborhood park will be constructed in connection with development of Tract 7393 and will satisfy the requirements for Tract 7394.

The existing parcel will be divided, and the Parcel Map will be recorded to create two parcels. One parcel consists of Tract 7393 and the other parcel comprises Tract 7394.

These residential units will follow all new California Building Code and require solar panels to be installed on new single-family residences. This will give homeowners the ability to conduct their own electricity.

Sanitary sewer and water will be provided by the City of McFarland, refuse services by Franchise Hauler, Police Services by the McFarland Police Department and Fire Services by Kern County Fire Department. All water run-offs will be conveyed to the City owned retention basin constructed as part of Tract 7393, located at the easterly property line on Taylor Ave.

PART B – CONDITIONS OF APPROVAL

The conditions of approval are based on adopted City plans and policies, determined through site plan review and environmental assessment essential to mitigate adverse effects on the environment

including the health, safety and welfare of the community, and recommended conditions will enhance the project and its relationship to the neighborhood and environment.

Conditions of approval may be appealed within fifteen (15) calendar days from the date of the approval. However, conditions based on the City of McFarland Municipal Code are mandatory and may be modified by variance, provided findings pursuant to the McFarland Municipal Code Section 17.148 can be made. Should an appeal of a mandatory condition of approval be received, an application for a variance and the associated fee must be submitted for consideration.

GENERAL CONDITIONS AND REQUIREMENTS

- 1) The applicant(s)/subdividers(s)/developer(s) (hereinafter referred-to as "Developer"), at their sole cost and expense, shall defend, indemnify and hold harmless the City of McFarland (hereinafter referred to as "City") , its agents, legislative body, officers and employees in any legal or administrative action, claim or proceeding concerning approval of Vesting Tentative Tract Map 7394 (hereinafter referred to as VTTM-7394) or, at its election and in all alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents legislative body, officers and employees for any judgments, amounts paid in settlements, court costs and attorneys' fees which the City, its agents, legislative body, officers and employees may be required to pay at court as a result of such actions, claim, or proceeding. The City may at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve the Developer of their obligations under this condition.
- 2) The following disclosure shall be given as part of transfer to properties: "If your real property is near property used for agricultural operations, you may be subject to inconveniences or discomforts arising from such operations on any 24 hours basis. Said discomforts may include, but not be limited to equipment noises, odors from manure or other chemicals, and dust or smoke: The City has determined that the use of real property for agricultural operations is a high priority and favored use to the City and will not be considered a nuisance for those inconveniences or discomforts arising from agricultural operations, provided such operations are consistent with accepted customs, standards, and laws." Developer, or his successor, shall inform prospective homebuyers of the possible exposure to agricultural chemicals that may be used on adjacent agricultural lands.
- 3) Developer, or the general contractor shall submit a list of all contractors and/or subcontractors performing work on VTTM-7394 to the City Clerk and such contracts and subcontractors shall obtain valid business licenses to do business and/or work in the City.
- 4) Until all portions of VTTM-7394 have been completed, all vacant and undeveloped land within the boundaries of VTTM-7394 shall be maintained in a weed-free, clean or orderly manner by the Developer. Should said property not be maintained, the City shall notify property that the property is to be cleaned within thirty (30) days of receipt of said notice.

If property owner does not comply within the required time frame, City may then clear the land and bill property owner for expenses incurred.

- 5) VTTM-7394 shall expire twenty (20) years from the date of final approval by the City Council consistent with the term of the Development Agreement approved for this Project, and in accordance with California Government Code, §66452.6. In the event the City enacts a moratorium on residential development for any reason whatsoever, VTTM 7394 shall be extended for the same period of time as said moratorium.
- 6) Developer shall comply with the latest Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electrical Code, Uniform Fire Code and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits.
- 7) Developer shall submit a copy of any proposed Covenants, Conditions and Restrictions (CC&R's) to the City's Community Development Director prior to - Certification of Occupancy and CCRs must also be approved by the city prior to a certificate of occupancy being issued. If the Community Development Director determines that said CC&R's result in any consistency with City Ordinance the City General Plan, or City Development standards, said CC&R's shall be amended to eliminate any such inconsistency. Once the CC&R's are accepted by the City, none of the portions thereof shall be amended, modified or changed without first obtaining written consent from the City.
- 8) Any and all applicable City fees adopted as of the effective date of the Development Agreement and for a period of twenty (20) years thereafter, including, but not limited to Connection Fees, Impact Fees and Exactions, as those terms are defined in the Development Agreement, shall be paid to the City of McFarland prior to the issuance of a building permit.
- 9) Within five working days after project approval, the applicant shall pay the mandatory Notice of Determination (NOD) filing fee of \$50.00 along with the mandatory State Department of Fish and Wildlife CEQA review fee as amended or adjusted from time to time. (F&G code §713) for Kern County Clerk NOD processing. The check will be made to Kern County Recorder. If the required filing fee is not paid for the project, the project approval will not be operative, vested, or final and any local permits issued for the project will be invalid (§711.4 (c) (3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the vesting tentative tract map, it will extend the time frame for CEQA legal challenges.

PLANNING CONDITIONS:

- 10) All Street names shown on the final map are subject to approval of the Community Development Director after consultation with the subdivider or subdivider's representative and approved by the Planning Department. The approved street names shall be shown on the Final Map. The words "Avenue," "Boulevard," "Drive," "Place," "Way," "Street,"

"Road" or other designation of any such street or way shall be spelled out in full. City logo must be present on signage for all subdivision street signs.

11) **Residential Subdivision Land Use Design Criteria**. It is the intent of the General Plan and the provisions of this Title to encourage a variety of residential development types that are innovative in design and compatible with surrounding neighborhoods while being conducive to creating a balanced housing market in the City. The following represents components of design requirements for all residential subdivisions:

- a. Housing within new residential subdivisions should, where possible, be situated with recognizable variations in front and side yard building setbacks. Residential developments should, where possible, maximize a feeling of openness by orienting road axes to open space areas and areas of visual interest.
- b. The use of roof forms, including shed, gable, and hip roofs, alone or in combination shall be used to achieve a variety of roof lines for houses adjacent to public streets. All such roofs shall be of a concrete tile, approved shake, or an architectural style composition shingle with dimensional variations. All other proposed roofing materials shall be subject to review and approval by the City Building Official.
- c. To reduce architectural massing at street corners and to create congruity where a two-story structure is next to a one-story structure, the incorporation of a one-story element into the two-story structure shall be required when feasible.
- d. The minimum size for construction of a new house in the City shall be one thousand one hundred square feet.
- e. Architectural styles and themes should be compatible with the surrounding environment. However, to assure individuality among projects, each development shall vary its architectural design to avoid monotony and create interest, while remaining compatible with surrounding development.
- f. If custom homes are not proposed, the developer shall provide a minimum of five (5) floor plans and four (4) building elevations for each proposed floor plan. The required number of building elevations may be reduced by one for every two building footprints added to the required minimum number. Elevations, for the purpose of meeting this requirement, shall mean the treatment of materials, trim, roofs, or other architectural features which are considerably different than the elevations of any other house in the same subdivision as seen from the street upon which it faces. No two identical elevations shall be placed side by side within a subdivision.

g. Color.

- i. The use of monochromatic and complementary accent and trim colors is considered to meet the intent of this Chapter.

- ii. The use of bright or garish colors (i.e., fluorescent "hot" or "day-glow" colors) shall not be permitted.
 - iii. Using building materials in their natural state, such as brick or stone, is strongly recommended.
 - iv. The use of colors to express individuality and identity within a cohesive and attractive framework is encouraged. Such colors should be in harmony with other colors used in the immediate area.
- h. **Landscaping of Model Homes**. Notwithstanding the provisions of Section 20.10.410, and as to this Section only, any new single-family project or development:
- i. Consisting of eight or more lots;
 - ii. In which one or more model homes are built; and
 - iii. Which landscapes said model home(s), shall provide the following:
 - iv. All landscaped model home shall comply with the requirements of this Chapter; and
 - v. A four square foot sign shall be placed in the front yard of each said model home that contains such water efficient landscaping, such that it is clearly visible to pedestrian and vehicular traffic. Said sign shall state that the model features a water saving landscape and irrigation system; and
 - vi. Within said models, there shall be located a drawing, or combination of drawings, providing a schematic and description of the landscaping and irrigation system, including a key identifying the common names of all plantings which are part of said landscaping.

12) **All Landscaping to comply with MWELQ** A landscaping and irrigation plan prepared by a licensed landscape architect shall be submitted to the City for approval by the Community Development Department. All landscaping plans shall comply with the requirements of the State Model Water Efficiency Landscape Ordinance (MWELQ). Species, sizes, and number of proposed tree and shrub species shall be shown, labeled on the required plans, and consistent with the City's Adopted Urban Forestry Guidelines. The required plans shall show irrigation facilities, automatic controller locations, and points of connection as required by local and state laws. Lawn (turfed) areas and walkways shall be shown.

13) **Front Yard Landscaping** The developer shall provide landscaping and an irrigation system for each lot of a residential subdivision prior to receiving a final inspection for any house constructed in that subdivision, as follows: landscaping and an irrigation system for both the front yard and the street side yard, provided the street side yard is not obscured from sight from an adjacent street by fencing, of each lot shall be provided. Said landscaping shall consist of the following: (1) no less than one tree from the approved City Plant List with a minimum listed

canopy width of fifteen (15) foot tree canopy; (2) ten percent of said yard area shall consist of a landscaped planter; and (3) the remaining portion of said yard area not occupied by a driveway, shall be improved with sod including one, six-station clock and two, one-inch valves. All plant materials shall be selected from the City approved Urban Forestry Guidelines. The applicant shall provide two variations of landscaping plans for each model and shall not place the same landscaping configuration on two adjacent properties.

- 14) **Side Yard Wall/Fence Requirement:** Properties with side yards abutting the public right of way may have wood fencing material but must include enhanced landscaping selected from the City Urban Forestry Guideline in order to screen the fencing material from the street. The plants shall be minimum of three feet in height and three feet wide when planted, as listed within the City Plant List. If enhanced landscaping is not installed, the fencing type along the side yards abutting the public right of way must be approved by the Community Development Department. The applicant shall notify property owners of that maintenance of these areas is their responsibility as property owner.
- 15) **Maintenance of Landscaping.** All landscaping and structural features that are required pursuant to this Chapter shall be maintained in a healthy and attractive condition. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying, and cultivating. For purposes of enforcement, the owner and the occupant of the property shall be responsible for such maintenance. In the case of a vacant building, the owner shall be responsible for such maintenance.
- 16) **CEOA Compliance:** The tract map shall comply with any adopted environmental mitigations for the project..
- 17) **Development Agreement.** If a Development Agreement is adopted for the proposed project, the Development Agreement requirements as adopted by the City Council shall supersede or modify any requirements listed within the Conditions of Approval.
- 18) **All Plant Materials.** Said plans shall be in compliance with the Municipal Code and Subdivision Design Standards. All landscaping and irrigation system plans shall be submitted to the City of McFarland for review and subsequent approval by the Community Development Department, the City's Engineer Office prior to acceptance of the Final Map.
- 19) **Screening Requirements** Prior to occupancy approval for residential units within the tract map or applicable phase thereof, Developer shall construct a six-foot exterior masonry wall, or a combination of masonry and other compatible material with split block faces, columns, or other design features to provide visual relief along the wall face for the northerly boundary of Tract 7394 adjacent to Taylor Avenue. Said wall(s) shall meet the City's specifications and subdivision standards. The entire wall fshall be completed and

receive final inspection approval, prior to issuance of the first occupancy permit within the development. Exterior surrounding walls of the exterior of the Tract 7394 shall be constructed with decorative materials which include, but are not limited to split face block, slump stone, stucco block, brick, or other similar materials but specifically excluding precision cinder block construction or may be designed to match adjacent exterior walls of adjacent subdivisions. The exterior wall shall include a capstone of a minimum of one (1) inch, and pilasters at every 50'-0". Both the capstone and pilasters shall vary in shade from the rest of the block wall. The wall shall be shown on any permits required for construction of the proposed use prior to issuance of said permits. Final screening design and materials shall be submitted Community Development Department for approval prior to construction.

BUILDING CONDITIONS:

- 20) Private driveways constructed of Portland concrete/cement shall be constructed at a minimum width of sixteen (16) feet from the edger of the public right-of-way to the garage of each house.
- 21) Prior to permitting occupancy of any lot, building addresses shall be permanently installed and clearly visible from the street, in accordance with the requirements of the McFarland Municipal Code.
- 22) Prior to a Certificate of Occupancy being issued for any structure all required off-site improvements shall be installed and inspected by the City of McFarland.
- 23) **Building Permit Fees.** The Developer shall be responsible for paying all applicable building permit fees as adopted in Resolution No. 2020-0027, which shall apply throughout the entire development of Tract 7394.
- 24) **Development Impact Fees.** The Developer shall be responsible for paying all development impact fees as adopted in Resolution No. 2020-0046, which shall apply throughout the entire development of Tract 7394. All fees associated with each lot shall be paid at time of building permit.

ENGINEERING CONDITIONS:

- 25) The safety and security of the project site shall satisfy and be in compliance with all applicable Local, County, State, Special District, and Federal regulations, California Building Code, and California Occupational Safety and Health Association (CAL/OSHA).
- 26) *This map is being created from Tentative Parcel Map 12412.* Final Tract Map 7394 shall not be recorded until the Parcel Map has recorded in accordance with the Subdivision Map Act.
- 27) Final subdivision map proposed to be recorded shall be in substantial conformance with

the approved vesting tentative map.

- 28) The applicant to reimburse the City of McFarland for expenses of consultants work for Vesting Tentative Tract Map No. 7394 and agrees to reimburse the City within thirty (30) days of receiving an invoice from the City of McFarland for these expenses.
- 29) **Development Agreement (DA):** A Development Agreement will outline more specifics related to scope and timing of required offsite and park improvements. A Subdivision Improvement Agreement for each phase of the project will be required, in which onsite and offsite public improvement security will be addressed, along with the required landscape and lighting maintenance districts.
- 30) **Grading Permit Fee:** This fee is set by the building code, where the cost depends on the cut/fill volume, and shall be paid prior to Final Map approval. All building finish floor elevations shall be a minimum of one foot above the front street curb elevation.
- 31) **Engineering Inspection and Materials Testing:** 3.5% deposit of the engineer's estimate of the public improvements shall be paid prior to Final Map approval. Total Fee will consist of total time and material plus 10% administration fee.
- 32) **Plan-check fees:** An engineering plan-check fee deposit of \$3,000.00 of the engineer's estimate of the public improvements and grading plan shall be paid at time of plan submittal. Total Fee will consist of total time and material plus 10% administration fee.
- 33) **Encroachment Permits:** Encroachment Permits must be paid and acquired prior to any street improvement or any new utility installation within the public right-of-way.
- 34) The project site is subject to all applicable City of McFarland ordinances, regulations, standards and policies.
- 35) The applicant shall obtain necessary permits and/or approvals from all agencies having jurisdiction with respect to this project.
- 36) Provide the City of McFarland with a copy of the current Title Report
- 37) Provide the City of McFarland with a Preliminary Soils Report that addresses all improvements.
- 38) Provide the City of McFarland with an estimate of the cost of improvements for bonding or securities of improvements.
- 39) All improvements to comply with American Disabilities Act standards and regulations (ADA) including drive approach ramp(s), walk around(s), etc.

- 40) Developer shall not be required to construct a retention basin or park as a condition of approval for Tract 7394 based on construction of said improvements in connection with development of VTTM 7393.
- 41) Project to satisfy National Pollution Discharge Elimination System (NPDES), State and Central Valley Regional Water Quality Control Board requirements.
- 42) The following road improvements are required:
- a. Install Curb, Sidewalk, gutter, and pavement adjacent to Tract 7394 along southside of Taylor Ave within the 45' right-of-way.
 - b. Install new pavement on remaining 15' non-improvement street, north of centerline on Taylor Ave between east and west boundaries of Tract 7394.
 - i. Cost of this improvement will turn into credit towards traffic impact fees applicable to each lot in Tract 7394 and applied until completely exhausted.
- 43) All new and existing utilities to be installed underground.
- 44) Developer shall use Roadway hard surface design TI-7.
- 45) Lighting for all roads surrounding and within subdivision must follow city standard lighting improvement standards.
- 46) Improvement plans to include a Dust Control Plan as required by San Joaquin Valley Air Pollution Control District (SJVAPCD).
- 47) Provide verification from Division of Oil and Gas of no conflicts.
- 48) Provide Kern County Fire Department project approval prior to any plan approvals.
- 49) Developer shall comply with requirements of the Kern County Fire Department regarding fire hydrants, and hydrant maintenance.
- 50) Verify water service capacity prior to any plan approval.
- 51) Sewer and water service shall be provided for each parcel created.
- 52) Developer shall verify wastewater plant capacity prior to any plan approval.
- 53) Developer shall verify gravity service sewer system prior to any plan approval.
- 54) All streets, alleys, access rights, drainage and/or sewer easements and other easements and parcels of land shown on the final map as intended for public use shall be offered for dedication for public use pursuant to the Subdivision Map Act.

- 55) The final map shall show the location, width and side lines of all easements to which the lots are subject. If an existing easement is not definitely located of record, a statement as to the easement shall appear on the title sheet. Easements for storm drains, sewers, utilities and other purposes shall be denoted by broken lines. Distance and bearings on the side lines of the lots which are cut by an easement shall be so shown as to indicate clearly the actual lengths of the lot lines. The width of the easement, the lengths of the bearings of the lines thereof, and sufficient ties to locate the easement shall be clearly labeled and identified, and, if already of record, proper reference to the records shall be given. Easements being dedicated shall be so indicated in the certificate of dedication.
- 56) Sufficient data shall be shown to determine readily the bearing and length of each line. Dimensions of lots shall be the net dimensions.
- 57) Improvement work shall not be commenced until plans and profiles for such work have been submitted to and approved by the city engineer. Such plans will be required before approval of the final map. All such plans and profiles shall be filed with the city engineer.
- 58) Developer shall provide copies of complete set of Civil on-site/offsite improvement plans signed by a California Registered Civil Engineer.
- 59) Developer shall provide complete Engineer's Cost Estimate per the project's improvement plans signed by a California Registered Civil Engineer. Use current Kern County Development Standards Division Seven Sec. 701-1 to Sec. 702-9. The estimate shall include a contingency factor to compensate for the effect of inflation and any changes in construction during the life of the project.
- 60) Improvement work shall not be commenced until the city engineer and the public works director have been notified in advance, and if work has been discontinued for any reason, it shall not be begun again until the city engineer and public works director have been notified.
- 61) All required improvements shall be constructed under the inspection of, and to the approval of, the city engineer and the city public works director.
- 62) All underground utilities, sanitary sewers and storm drains installed in streets, service roads, alleys or highways shall be constructed prior to the surfacing of such street, service road, alley or highway. Service connections for all underground utilities and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street or alley improvements when connections thereto are made.
- 63) All streets and highways shall be graded and surfaced to cross sections and grades approved by the city engineer.

- 64) Structures shall be installed as required for drainage, access and/or public safety. Such structure shall be placed to grades and shall be of a design approved by the city engineer.
- 65) Vertical curbs, gutters and sidewalks shall be installed to grades and at locations approved by the city engineer prior to the issuance of an occupancy permit on building construction on any site within the subdivision. Sidewalks shall be required on all street frontages.
- 66) Sanitary sewer facilities connecting with the existing city sewer system shall be installed to serve each lot and to grades, location and design and size approved by the city sewer engineer. No septic tanks or cesspools shall be permitted. Location of house sewer laterals shall be marked on curb or sidewalk with a letter "S."
- 67) Storm drains shall be installed as required by the city engineer.
- 68) Water mains and fire hydrants of design and layout and in locations approved by the city water engineer and public works director shall be installed by the subdivider. Location of water services shall be marked on the curb or sidewalk with a letter "W." The water system shall be installed and in operation and all required fire hydrants connected thereto prior to the commencement of building construction on any site within the subdivision.
- 69) Permanent stainless-steel storm drain markers shall be installed at all storm drain inlets. Coordinate "No dumping" legend with City.
- 70) Street signs of a type approved by the city shall be installed by the subdivider, in locations approved by the city engineer. Two street name signs shall be installed at each four-way intersection within the subdivision and one street name sign shall be installed at each two-way or three-way intersection. Any required barricades to prevent traffic access to dead-end streets shall be provided by the subdivider.
- 71) Ornamental streetlights shall be installed by the subdivider, at locations approved by the city engineer, at each four- way intersection, at each three-way intersection, at each two-way intersection, at the end of each cul-de-sac and at such other locations as necessary to provide that no point along any street within the subdivision shall be more than two hundred fifty feet from a streetlight.
- 72) Permanent monuments in accord with the standard specifications shall be set at all angle and curve points on the exterior boundaries of the subdivision, at all street intersections, at all angle points of street lines, and at all curve points, both simple and compound, of street lines. Monuments in street lines shall be set on street centerlines unless otherwise directed by the city engineer; provided, however, such permanent monuments need not be set at angle and curve points on the exterior boundaries of the subdivision when such points on the exterior boundaries of the subdivision have been

previously monumented and accepted by the city.

- 73) The engineer or surveyor shall set at all corners a marker not less substantial and enduring than one-half-inch iron pipe eighteen inches long with a noncorroding material with the registered engineer's or licensed land surveyor's marker on the head thereof.
- 74) Any monument or benchmark, as required by the provisions of this title, which is disturbed or destroyed before acceptance of all improvements, shall be replaced by the subdivider.
- 75) Monuments and benchmarks shall be set before acceptance of the improvements by the council.
- 76) All improvements necessary shall conform to the proposed subdivision to the standards and policies of the city existing at the time of filing the vesting tentative map shall be installed at the cost of the subdivider.
- 77) Prior to approval by the council of the final map, the subdivider shall execute and file a Subdivision Improvement Agreement between himself and the city specifying a period (not to exceed twelve months), within which he, or his agent or contractor, shall complete all improvement work and providing that if he fails to complete such work within such period, the city may complete the same and recover the full cost and expense thereof from the subdivider. The agreement shall provide for the inspection of all improvements by the public works department. Such agreement shall include such stipulations as may be required to assure completion of the subdivision in accord with the requirements of the city.
- 78) The subdivider shall file with the agreement required provisions to assure his full and faithful performance thereof, a bond or security for such sum as the City engineer deems sufficient to cover the cost of the improvements.
- 79) The security shall be in the manner, form and kind provided in the Subdivision Map Act. The security shall be in the amount of one hundred percent of the estimated cost of the improvements, conditioned upon the faithful performance of his agreement by the subdivider, and in the additional amount of fifty percent of such sum securing the payment by the subdivider to his contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvements.
- 80) The security provided shall guarantee maintenance and/or all defects in the required improvements for a period of one year following acceptance of the improvements by the City.
- 81) (Location) Please add the current property description to the title. (Being a Division of Parcel _ - of Parcel Map 12412)

- 82) Water Meters shall be installed to City Standard and a Master Smart Meter (Part # B16-A31-B15-0101A-1) shall be installed at each single-family dwelling.
- 83) Water conservation methods to be utilized to satisfy City & State recommendations and requirements.
- 84) Sewer service to be provided for each parcel created.
- 85) All dedications and improvements shall conform to the current City of McFarland Improvement Standards and the Americans with Disabilities Act.
- 86) All improvements shall be completed, approved by the city engineer, and accepted by the council before a certificate of occupancy for any structure can be issued and a One Year Guarantee Security shall be posted as required by City Ordinance or a Subdivision Improvement Agreement, Faithful Performance and Laborer and Materialmen Security, and Insurance Certificate shall be posted as required by the City Ordinance for Final Parcel Map recordation.
- 87) Provide note on Improvement Plans: “PRIOR TO ACCEPTANCE OF IMPROVEMENTS: PROVIDE INSPECTION APPROVAL BY CITY WATER ENGINEER, CITY PUBLIC WORKS DEPARTMENT, CITY POLICE DEPARTMENT AND KERN COUNTY FIRE DEPARTMENT, AND PROVIDE RECORD DRAWINGS AND ONE YEAR GUARANTEE SECURITY.
- 88) DEVELOPER MUST ANNEX TO THE CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICTS (CFDS) FOR: LANDSCAPING AND STREET MAINTENANCE CFD 2017-2; POLICE SERVICES CFD 2017-1; AND FIRE PROTECTION CFD 2019-1.

KERN COUNTY SUPERINTENDENT OF SCHOOLS:

- 89) The applicant shall be required to pay school impact fees in the amount of \$4.08 per square foot of residential development and \$0.66 per square foot for commercial development. All school fees shall be paid prior to issuance of a building permit.

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT:

- 90) The applicant shall submit and Air Impact Assessment to the San Joaquin Valley Air Pollution Control District. The Air Impact Assessment shall be submitted and approved prior to the recordation of the Final Map.

91) Development of TTM-7394 may be subject to additional Air District rules therefore the applicant shall contact the San Joaquin Valley Air Pollution Control District prior to construction commencing on any phase of the development.

MCFARLAND RECREATION AND PARKS DISTRICT:

92) The dedication and development of the community park in connection with the completion of Tract 7393 satisfies all Quimby Fees and in-lieu Park Impact Fees for Tract 7394.

RESOLUTION NO. 2021-0049
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING VESTING TENTATIVE TRACT 7393 AND 7394 AS REFLECTED IN
EXHIBIT A AND CONDITIONED IN EXHIBIT B

WHEREAS, LeOra LLC (“Applicant”), as the owner of Assessor’s Parcels 060-090-29 is proposing to subdivide a parcel into two vesting tentative tracts (VTT7393 and VTT7394); and

WHEREAS, on March 30, 2021, Applicant submitted an application requesting approval of: 1) Vesting Tract 7393, and 2) Vesting Tract 7394 to subdivide the 75.96-acres lot into 350 lots. The project site is located at Southwest property at intersection of Garzoli Ave and Taylor Ave. APN: 060-090-29. (“Project”); and

WHEREAS, on July, 2021, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the City prepared an Initial Study/Negative Declaration dated May 1, 2021, which was circula The Notice of Intent to Adopt a Negative Declaration and Initial Study/Mitigated Negative Declaration were filed with the Governor’s Office of Planning and Research State Clearinghouse and the County Clerk, on July 12, 2021; and

WHEREAS, on June 15, 2021, the City’s Planning Commission received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted Resolutions No 2021-0006PC and 2021-0007PC to approve recommendation of the Project pursuant to the conditions of approval attached to the Resolution and the Negative Declaration; and

WHEREAS, on August 12, 2021, the City Council received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

WHEREAS, these Findings are based on the City’s General Plan and the City’s Zoning Ordinance, and the information submitted to the City Council at its regular meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the “Record”).

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council of the City of McFarland makes the following additional findings in support of the approvals:

- 1) The foregoing recitals are true and correct.
- 2) The proposed project is consistent with the City of McFarland's General Plan Land Use designation;
- 3) The proposed project is consistent with the City of McFarland's Zoning classification;
- 4) The proposed project will assist the City in satisfying the required Regional Housing Needs Allocation;
- 5) The project as conditioned will not detrimentally impact the health, safety and welfare of the community.
- 6) The initial study/mitigated negative declaration has been prepared and made available for public comment, pursuant to the California Environmental Quality Act Guidelines, and mitigation measures contained therein will reduce all potentially significant impacts of the project to a less than significant level.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves of the Applicant's request for Vesting Tentative Map subject to the Conditions of Approval, a true and correct copy of which are attached hereto as Exhibit A and incorporated herein by reference.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Sarah Drake, Interim City Clerk

Maria Lara, City Manager

CITY OF MCFARLAND:

Sally Gonzalez, Mayor

Attachments: Exhibit A-Conditions of Approval.

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

Sarah Drake, Interim City Clerk

Maria Lara, City Manager



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m. – 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254

**MEMORANDUM
CITY OF MCFARLAND**

TO: Mayor and City Council

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

DATE: July 16, 2021

SUBJECT: Approval to contract with Lexipol for a new city policy manual and to eliminate the employee handbook.

RECOMMENDATION:

Staff recommends the City Council approve contracting with Lexipol for the development and maintenance of a new policy and procedures manual for the city of McFarland (City). The new policy would replace the employee handbook and be used as the main source of reference for staff and managers regarding the city's operational functions.

Lexipol provides a full library of customizable local government policies that are updated in response to state laws, federal laws, and best practices. This solution will help the city enhance compliance, professionalism, and transparency.

BACKGROUND:

The City currently has an employee handbook as the guiding reference for managers and staff regarding the operational methods of the city. The handbook is lacking in details and consistent updates and is costly to develop and maintain. In addition, any inconsistencies in employee policies and training can expose the city to significant risks.

Lexipol provides a full library of customizable local government policies that are updated in response to new state and federal laws and court decisions. They provide an online training platform to deliver courses and videos designed to meet employee training mandates. They also connect municipalities to grant assistance to make budgets go further and provide wellness resources to protect employees.

The benefits of adding a Lexipol Policy manual to the City will include:

- 47 policies developed by attorneys and subject matter experts with document management tools optimized for policy management and accountability.
- Thousands of online training courses, with the ability to easily manage, assign and track training.
- A comprehensive resource for grant research, grant alerts, application help and custom grant writing services.
- A trusted online source of local government news, expert analysis, and research—all available for free to members.

The Lexipol policy manual will greatly increase the City's ability to effectively and efficiently provide a consistently updated resource for all managers and employees. In addition, the policy will provide the City an avenue to assure best practices and a method of meeting its legal obligations regarding the operations of the City.

The McFarland Police Department (MPD) currently contracts with Lexipol for their policy needs. A Lexipol contract with the City would help align the city policies with those of the MPD and decrease confusion and conflicting information.

Currently the city uses the employee handbook to provide managers and employees information about the policy and procedures of the city. Unfortunately, the handbook is absent of some important topics and often lack in-depth information to help guide decisions. An example would be the process for employee discipline. Employee conduct often requires cities to use a disciplinary process as a means of correcting and guiding performance. Although the handbook provides definitions of inappropriate conduct it provides no details on progressive discipline or processes for personnel investigations. The lack of this important information leaves this process open to interpretation and requires frequent consultation with city attorneys costing the city unnecessary expenses.

PROBLEMS:

Contracting with Lexipol will have an impact on the annual budget. The Lexipol agreement begins with a one-time implementation fee of \$15,391.90. This fee includes an orientation with Lexipol to describe the needs of the city followed by the delivery of a policy manual capable of modifications during implementation.

The Lexipol agreement has an annual cost of \$3591.90. This cost is a direct annual impact to the city's general budget for the duration of the contract which is typically two years. Provided with the annual costs is support services to allow for assistance with updates and training modules as they come online.

The Lexipol policy requires a staff member to oversee the implementation phase and the management of updates to assure compliance with new case laws and best practices. The workload to the affected staff members is not expected to exceed ten hours per month.

SOLUTIONS:

Although the implantation fee and annual cost for the Lexipol policy is expensive, the existence of the manual will decrease the costs of consultation with attorneys and has the potential to decrease the likelihood of litigation.

Currently the city contracts with Liberty, Cassidy, and Whitmore for the development and upkeep of the employee handbook. The expense incurred by the city for the last handbook was approximately \$12,000. Contracting with Lexipol will eliminate the need for an employee handbook and will eliminate the associated costs for the development and implementation of the employee handbook.

As to the required staff time, the City is in the process of hiring a Human Resource Analyst (HRA) which could provide the needed staff time for the implementation and updates required by Lexipol. The HRA is the appropriate position to oversee the policy as much of the policy are in direct correlation with duties handled by the position of an HRA.

The contract with Lexipol includes assistance from there company on a one-on-one basis. Their assistance provides for help in designing and developing a policy manual which is uniquely constructed for the needs of the City. This includes the coordination and implementation of the policy manual through training with all managers and employees.

FISCAL IMPACT:

The proposed contract would impact the budget in the amount of \$15,391.90 for the first year and \$3591.90 for the second year. The subsequent years could have an increase of up to three percent for each year.

ATTACHMENT:

Lexipol proposed contract.



SOLUTIONS PROPOSAL



PREPARED FOR:

City of McFarland
Chief Kenny Williams
kwilliams@mcfarlandcity.org
000 000 0000

PREPARED BY:

Rosemarie Curran
rcurran@lexipol.com
(949) 272-5818

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with City of McFarland to address your unique challenges.

Scope of Services

Local Government Administration Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Local Government Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents 50% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Local Government Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents 50% of the manual, including policies that relate to common day-to-day operations that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Proposal

Prepared By: Rosemarie Curran
Phone: (949) 272-5818
Email: rcurran@lexipol.com

Quote #: Q-23490-1
Date: 7/19/2021
Valid Through: 10/17/2021

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Year One

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 3,991.00	10%	USD 399.10	USD 3,591.90
	Subscription Line Items Total			USD 399.10	USD 3,591.90
1	Local Government Tier I Implementation	USD 5,000.00		USD 0.00	USD 5,000.00
1	Local Government Tier II Implementation	USD 5,000.00		USD 0.00	USD 5,000.00
1	Local Government Administration Content Extraction	USD 1,800.00		USD 0.00	USD 1,800.00
	One-Time Line Items Total			USD 0.00	USD 11,800.00
				USD 399.10	USD 15,391.90
Year One Discount:					USD 399.10
Year One TOTAL:					USD 15,391.90

Year Two

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 3,991.00	10%	USD 399.10	USD 3,591.90
	Subscription Line Items Total			USD 399.10	USD 3,591.90
				USD 399.10	USD 3,591.90
Year Two Discount:					USD 399.10
Year Two TOTAL:					USD 3,591.90

*Government Policy pricing is based on 25 Government Users.

Discount Notes

Multi Manual Discount

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

FROM: Maria Lara, City Manager

DATE: July 27, 2021

SUBJECT: Report, Discuss and Approve Agreement for Illegal Dumping Resources Funds between County of Kern and City of McFarland

RECOMMENDATION:

Staff recommends the City Council authorize the mayor to execute the agreement for Illegal Dumping Resources Funds between County of Kern and City of McFarland.

BACKGROUND:

On February 1, 2021, the Kern County Public Works Department brought forth a proposal to increase the Land Use Fee to provide additional funding to be used to improved illegal dumping situations throughout Kern County. A portion of the increased fee was to be portioned out to the incorporated cities based on maintained mileage. **The City of McFarland maintains approximately 34 miles, and for FY 2021-2022 the city's share is \$38,177.20.**

Eligible use of funds provided by this agreement shall only be used for illegal dumping mitigation program. Those programs shall be in the following categories of the following:

- **Education:** Any education or advertising program designed to mitigate or prevent illegal dumping.
- **Eradication:** Any program which physically removes illegal dumping or littering from the areas of the jurisdiction.
- **Enforcement:** Any program designed to provide evidence of illegal dumping activities or to pursue enforcement actions against those persons responsible for illegal dumping.

These funds will help mitigate illegal dumping and littering throughout the city improving the quality of life for residents.

FISCAL IMPACT:

None. These funds will be allocated to Public Works Department to perform the above eligible activities.

ATTACHMENTS:

- Agreement for Illegal Dumping Resources Funds (County of Kern – City of McFarland)

AGREEMENT FOR ILLEGAL DUMPING RESOURCES FUNDS (COUNTY – CITY OF McFARLAND)

THIS AGREEMENT, made and entered into this _____, is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "County") and the **CITY OF McFARLAND**, a municipal corporation of the State of California (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the County currently charges a Solid Waste Management Program Service Charge (hereinafter referred to as "Land Use Fee") for the use of County solid waste facilities for waste generated from all residential parcels in the County and which is collected in the same time and the same manner as property taxes for such parcels; and

WHEREAS, County Ordinance G-9009 was enacted in May of 2021 and provides for a portion of the Land Use Fee to be used expressly for illegal dumping resources; and

WHEREAS, that portion of the Land Use Fee will be apportioned between the County and the incorporated Cities based on maintained mileage as reported to the State of California; and

WHEREAS, the County and the City have determined that the execution of this Agreement will serve the public's health, safety and welfare by providing funding for additional resources to aid in the effort to improve the illegal dumping situation throughout the entire County.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Term.** This Agreement shall commence upon the date first herein above written and shall continue in full force unless terminated under the provisions of Paragraph 7.
2. **Use of the Funds.** Funds provided by this Agreement shall only be used for illegal dumping mitigation programs. Those programs shall be in the categories of the following:
 - A. Education – any educational or advertising program designed to mitigate or prevent illegal dumping.
 - B. Eradication – any program which physically removes illegal dumping or littering from the areas of the jurisdiction.
 - C. Enforcement – any program designed to provide evidence of illegal dumping activities or to pursue enforcement actions against those persons responsible for illegal dumping.
3. **Annual Reports Required.** The City will provide the County an annual report by September 15 of each year detailing the use of the funds for the prior Fiscal

Year (FY). This report will be combined with all other jurisdiction reports and will be presented annually to the Board of Supervisors by the Kern County Public Works Department.

4. **Amount of the Funds to be Transferred.** The amount of the funds to be transferred to the City were calculated as detailed in the written report, "Solid Waste Management Program Service Charges (Land Use Fees) for Fiscal Year 2021-2022". The report details that a total fund of \$6,362,867.38 is to be used to provide expanded resources for illegal dumping programs throughout all of Kern County for FY 2021-2022. Each jurisdiction's share of that fund was determined based on current maintained mileage as per Exhibit A and a total of 297,019 residential properties that are subject to the Land Use Fee. The City will receive \$38,177.20 for FY 2021-2022 to be used for illegal dumping programs as set forth in Paragraph 2. The maintained mileage percentage and number of residential properties that are subject to the Land Use Fee may be updated on an annual basis in June of each year to determine payments for the following fiscal year. The County will notify the City of any such changes prior to making payment of funds.
5. **Payment of the Funds.** The County will send payment to the City in two (2) equal installments. The first installment will be paid on January 15 and the second installment will be paid on June 15 of each year, commencing on January 15, 2022.
6. **Landfill Gate Fee Waivers.** To further benefit the City's illegal dumping programs, the County will issue Gate Fee Waivers for any illegal dumping that has been collected and that the City transports to any of the County Landfills for disposal.
7. **Termination.** This Agreement may be terminated by the County with thirty (30) days written notice if the funding for illegal dumping programs is removed from the Land Use Fee by an action of the Board of Supervisors. This Agreement may be terminated by the City with sixty (60) days written notice to the County. If the City chooses to terminate, no additional funding will be provided to the City at the end of the sixty (60) days written notice and all claims to further funding for illegal dumping programs will be waived and will be to the benefit of the County's illegal dumping programs.
8. **Indemnification.**
 - a. To the extent provided by law, the City shall indemnify, defend and save harmless the County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to the negligence or willful misconduct by the City, its officers, employees, servants and agents in connection with this Agreement.

- b. To the extent provided by law, the County shall indemnify the City, its officers, employees, servants and agents and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any negligence or willful misconduct by Kern County in connection with this Agreement.

9. **Transfer and Assignment.** No rights or duties arising from this Agreement shall be transferred by either the County or the City without the consent of the other party.

10. **Notices.** Notice to either party shall be mailed, addressed as follows:

To the City: City of McFarland
 401 W. Kern Avenue
 McFarland, California 93250

To the County: Kern County Public Works Department
 2700 M Street, Suite 400
 Bakersfield, CA 93301

11. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those reflected in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

12. **Modification of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

13. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

14. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

APPROVED AND RECOMMENDED:
Public Works Department

COUNTY OF KERN

By: _____
Craig M. Pope
Director

By: _____
Chairman
Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

CITY of McFARLAND

By: _____
Phillip W. Hall
Deputy County Counsel

By: _____
Name:
Title:

Exhibit "A"

Jurisdiction	Maintained Mileage	Percentage	FY 21-22 Share
Uninc Kern County	3313	59.50%	\$3,785,906.09
Arvin	37	0.70%	\$44,540.07
Bakersfield	1316	23.70%	\$1,507,999.57
California City	296	5.30%	\$337,231.97
Delano	117	2.10%	\$133,620.21
Maricopa	10	0.20%	\$12,725.73
McFarland	34	0.60%	\$38,177.20
Ridgecrest	175	3.20%	\$203,611.76
Shafter	98	1.80%	\$114,531.61
Taft	39	0.70%	\$44,540.07
Techachapi	51	0.90%	\$57,265.81
Wasco	73	1.30%	\$82,717.28
	5559	100.00%	\$6,362,867.37

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director

DATE: August 12, 2021

SUBJECT: NOTICE OF COMPLETION – Villa Del Caribe Park

Recommend:

Staff recommends that the City Council accept the completed work by the contractor, Superior Construction and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder's Office after Mayor Gonzalez signs the notice.

Discussion:

This is a Notice of Completion for the work under contract with Superior Construction for the construction of Villa Del Caribe Park.

Construction was completed on August 05, 2021, and the completed work substantially conforms to the plans and specifications and was inspected by Public Works Staff and is being recommended for Council acceptance.

Fiscal Impact:

None

Attachments:

Notice of Completion

Recording Requested By:

CITY OF MCFARLAND

When Recorded Mail to:

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

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of McFarland

3. The **FULL ADDRESS** of the **OWNER** is 401 W. Kern Ave. McFarland, CA 93250

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(If other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** August 05, 2021

8. The work of improvement completed is described as follows: Villa Del Caribe Park

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Superior Construction

10. The street address of said property is: 911 Kendrea Street McFarland Ca. 93250

11. The property on which said work of improvement was completed is in the City of McFarland, County of Kern, State of California,

and is described as follows:

Construct park to include playground equipment, restroom, parking lot, basketball court, volleyball court, Softball field, soccer field, exercise equipment, walking trail, lighting and landscape.

Date

Sally Gonzalez – City Mayor

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

- City of McFarland

Date and Place

Sally Gonzalez – City Mayor

SUBSCRIBED AND SWORN TO before me on _____

Francisca Alvarado, City Clerk
City of McFarland

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director

DATE: August 12, 2021

SUBJECT: Report and discuss Davis Ave. Reconstruction from W. Perkins Ave. to Elmo Hwy

BACKGROUND:

The City of McFarland has identified Davis Ave. from W. Perkins Ave. to Elmo Hwy. as needing major reconstruction. Davis Ave. exhibits a paved surface and structure that is in extremely poor condition, consisting of alligator cracking, block cracking, and numerous patches creating a hazardous surface that is well beyond its useful life.

DISCUSSION:

The Project construction plans, and specifications are about 95% complete. Current project construction plans include the reconstruction of existing roadway, cross gutters, pavement striping and markings, retrofit of curb ramps at the intersections and alleys and limited curb & gutter reconstruction. The City's consultant engineer contracted BSK Associates to conduct a pavement recommendation report, BSK sampled the existing roadway at various locations to determine existing conditions, the sampled materials were tested, and several pavement section recommendations have been provided.

The recommended roadway reconstruction method is the following: Grind and remove existing roadway asphalt to a depth of 3 inches and then pulverize the exposed material to a depth of 12 inches and then uniformly mix the pulverized material with 3% cement, moisture condition it to the optimum moisture content, and compact it to 95% relative compaction and finally install 4 inches of hot mix asphalt. This structural section would provide a design life of 20 years. This is Option #1 on the attached Preliminary Engineer's Cost Estimates.

FISCAL IMPACT:

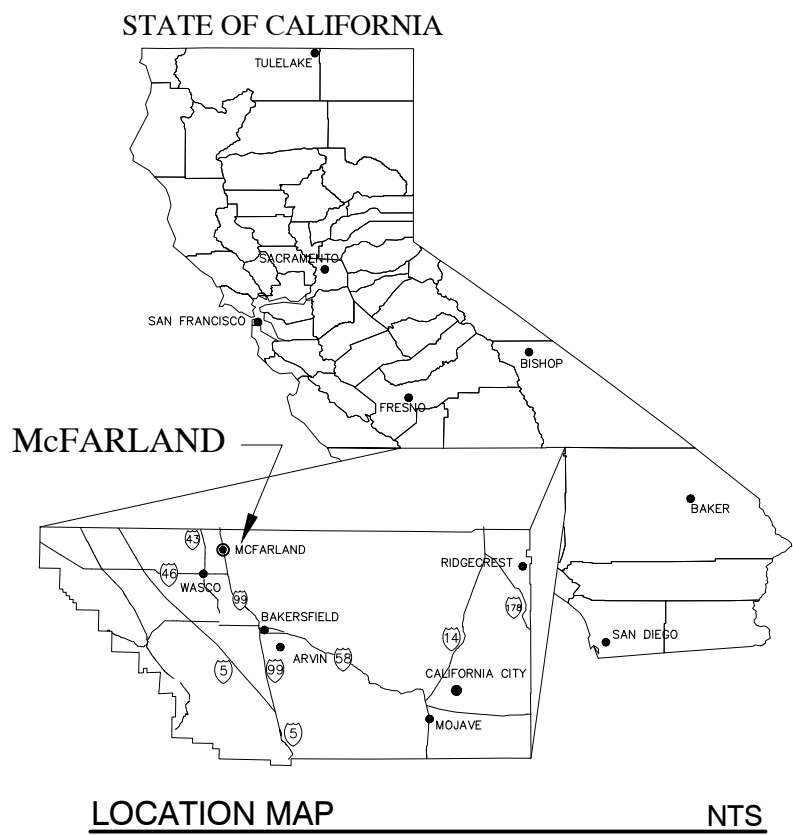
The City's consultant engineer has prepared several preliminary cost estimates on three different reconstruction methods, including options to reconstruct existing curb & gutters, for the City's review and consideration.

RECOMMENDATION: Staff is requesting City council provide direction to engineer and public works director on which reconstruction option is desired, to finalize the construction documents and put the project out to bid.

See attached Preliminary Engineer's Cost Estimates of the costs break-down.

ATTACHMENTS:

95% Project Plans
Preliminary Cost Estimates



CITY OF McFARLAND

DEPARTMENT OF PUBLIC WORKS

PROJECT PLANS FOR

DAVIS AVE. RECONSTRUCTION

W. Perkins Ave. to Elmo Hwy.

APPROVED BY: MARIO GONZALEZ
PUBLIC WORKS DIRECTOR

DATE

DESIGNED BY: JUAN M. PANTOJA
RCE 64740

DATE

BHT
ENGINEERING, INC.
218 S. H St., Ste. 201
BAKERSFIELD, CA. 93304
(661) 558-4641



These drawings are instruments of service and are the property of BHT Engineering, Inc. All information on the drawings are for the use on the specified project and shall not be used otherwise without the expressed written permission of BHT Engineering, Inc. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office shall be notified of any variations from the dimensions and conditions shown by these drawings. Shop details shall be submitted to this office for approval before proceeding with fabrication.
COPYRIGHT 2021

CITY OF McFARLAND
KERN COUNTY, CA
DEPARTMENT OF
PUBLIC WORKS

DAVIS AVE RECONSTRUCTION
W. PERKINS AVE. TO ELMO HWY.
95% REVIEW SET -- NOT FOR CONSTRUCTION --
COVER SHEET

DATE: 07/31/21
DRAWN: MPH/JMP
CK'D BY: ---
DATE CK'D: ---
REV:
Job No.
20601
SHEET
01
OF 11 SHEETS

SHEET INDEX

NO.	TITLE
01	COVER SHEET
02	PLAN & PROFILE 1
03	PLAN & PROFILE 2
04	PLAN & PROFILE 3
05	ADA RAMPS 1
06	ADA RAMPS 2
07	ADA RAMPS 3
08	ADA RAMPS 4
09	ADA RAMPS 5
10	ADA RAMPS 6
11	ADA RAMPS 7

CONTACT INFORMATION

BHT ENGINEERING, INC.	(661) 558-4641
McFARLAND POLICE DEPT.	(661) 792-2121
PUBLIC WORKS DEPT. (STREET, WATER, SEWER) MARIO GONZALES	(661) 792-3091

CONVENTIONAL SYMBOLS

---	RIGHT OF WAY LINE	---	FENCE & GATE
---	EXISTING EDGE OF PAVEMENT	---	WALL
---	TREE (ALL TYPES)	---	PULLBOX
---	SIGN		

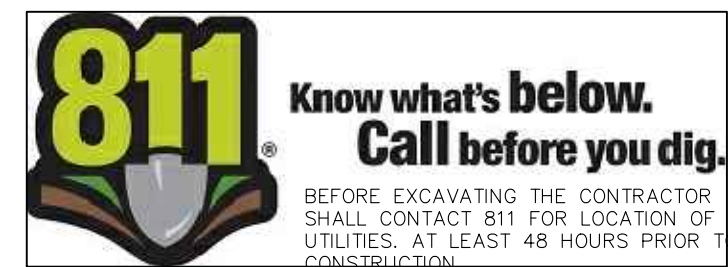
UTILITY SYMBOLS

---	WATER LINE EXISTING	---	WATER VALVE
---	GAS LINE EXISTING	---	FIRE HYDRANT
---	SEWER LINE EXISTING	---	MANHOLE
---	STORMDRAIN LINE EXISTING	---	STREET LIGHT
---	BURIED FIBER OPTIC	---	POWER POLE
---	BURIED TELEPHONE CABLE		
---	BURIED POWER CABLE		
---	BURIED TV CABLE		



VICINITY MAP

NTS



GENERAL NOTES

- THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE, AS SPECIFIED IN THE "NOTICE TO BIDDERS".
- THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, FABRICATIONS, EQUIPMENT, APPLIANCES, TRANSPORTATION, AND SERVICES REQUIRED FOR CONSTRUCTION, ERECTION, AND INSTALLATION OF ALL THE VARIOUS WORK INDICATED ON THE DRAWINGS AND/OR SPECIFIED UNDER EACH OF THE SPECIFICATIONS SECTIONS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN THESE DRAWINGS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN FOR THE DURATION OF THE WORK, AS REQUIRED, ALL LAWFUL OR NECESSARY BARRICADES AND RAILINGS, LIGHTS, WARNING SIGNS, AND SIGNALS, AND SHALL TAKE ALL OTHER PRECAUTIONS AS MAY BE REQUIRED TO SAFEGUARD PERSONS, THE SITE AND ADJOINING PROPERTY, INCLUDING IMPROVEMENTS THEREON, AGAINST INJURIES AND DAMAGES OF EVERY NATURE WHATSOEVER.
- THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL GIVE THEIR PERSONAL ATTENTION TO THE WORK; BE RESPONSIBLE FOR THE LAYOUT AND CORRECTNESS OF THEIR WORK AND COOPERATE WITH EACH OF THE VARIOUS TRADES TO OBTAIN A NEAT FINISHED AND WORKMANLIKE JOB.
- EXISTING A.C., CONCRETE AND EXCESS DIRT SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY AND/OR KERN COUNTY HAZ/MAT.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, CONSULTANTS AND VOLUNTEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, CONSULTANTS AND VOLUNTEERS.
- THE CONTRACTOR SHALL NOT BEGIN EXCAVATION UNTIL ALL EXISTING UNDERGROUND FACILITIES WITHIN THE AREA TO BE EXCAVATED HAVE BEEN MARKED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL POT HOLE AND VERIFY THE DEPTH OF ALL UTILITIES WITHIN THE CONSTRUCTION ZONE BEFORE TRENCHING. AT LEAST (2) TWO DAYS PRIOR TO THE PERFORMING ANY EXCAVATION WORK, THE FOLLOWING SHALL BE COMPLIED WITH: THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 811. UNDERGROUND SERVICE ALERT SHALL COORDINATE WITH UTILITY PROVIDERS IN THE AREA TO MARK THE LOCATIONS OF ANY BURIED UTILITY-OWNED LINES.
- THE CITY WILL PROVIDE CONSTRUCTION SURVEY FOR CONCRETE WORK ONLY.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THIS PLAN BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
- DO NOT SCALE DRAWINGS. IF UNABLE TO LOCATE DIMENSIONS FOR ANY ITEM OF WORK, CONSULT ENGINEER FOR DIRECTION BEFORE PROCEEDING.
- DETAILS SHOWN ON CONSTRUCTION DOCUMENTS SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS WHETHER SPECIFICALLY REFERENCED AT EACH LOCATION OR NOT.
- CONTRACTOR SHALL REPAIR ALL CONSTRUCTION DAMAGE NOT LIMITED TO GRASS, PAVED AREAS AND OTHER ITEMS TO PRECONSTRUCTION CONDITION FROM DAMAGE DURING CONSTRUCTION. PROVIDE PHOTOGRAPHS PRIOR TO STARTING WORK TO PROJECT INSPECTOR.
- CHANGES TO THE APPROVED DRAWINGS SHALL BE MADE BY AN ADDENDA OR A CHANGE ORDER SIGNED BY OWNER, AND APPROVED BY PUBLIC WORKS / ENGINEERING OFFICIALS.
- ALL EARTHWORK TO BE DONE PER REQUIREMENTS OF THE CITY STANDARDS AND GEOTECHNICAL REPORT BY BSK ASSOCIATES #G21-029-11B, DATED 05/28/21.
- DUST AND DEBRIS CONTROL MEASURES SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT. -DISTRICT REGULATION VIII - FUGITIVE DUST RULES.
- THE PROJECT SHALL COMPLY WITH STANDARD DUST SUPPRESSION METHODS. DUST GENERATED ONSITE SHALL BE CONTROLLED BY WATERING ALL EXPOSED AREAS AT LEAST TWICE DAILY DURING EXCAVATION, AND ESPECIALLY DURING CLEARING AND GRADING OPERATIONS. ADDITIONAL WATERING ON WINDY OR HOT DAYS IS REQUIRED TO REDUCE DUST EMISSIONS. COVER ANY STOCKPILES OF SAND, SOIL OR SIMILAR MATERIALS WITH A TARP. COVER TRUCKS HAULING DIRT OR DEBRIS TO AVOID SPILLAGE. IN AREAS WHERE CONSTRUCTION IS DELAYED FOR AN EXTENDED PERIOD OF TIME, GROUND SHALL BE RESURFACED OR COVERED TO MINIMIZE THE GENERATION OF AIRBORNE DUST EMISSIONS.
- TO REDUCE TEMPORARY NOISE IMPACTS, CONSTRUCTION ACTIVITIES SHALL OCCUR DURING THE DAY-TIME HOURS ONLY (7:00AM TO 3:30PM MONDAY THROUGH FRIDAY).
- IF ARCHAEOLOGICAL, PALEONTOLOGICAL, HISTORICAL, OR CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION, ALL WORK SHALL HALT IN THE AREA OF THE FIND AND THE CITY SHALL PROVIDE A QUALIFIED CULTURAL RESOURCES SPECIALIST TO EVALUATE THE FINDINGS AND MAKE APPROPRIATE MITIGATION RECOMMENDATIONS TO ADDRESS THE FIND. THE RECOMMENDATIONS SHALL BE INCORPORATED INTO THE PROJECT AGREEMENT, AS PROJECT MODIFICATIONS, AND SHALL BE INCLUDED IN CONSTRUCTION SPECIFICATIONS AND COMPLIED WITH AT ALL TIMES BY THE CONTRACTOR.



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PLAN & PROFILE 1

DATE: 07/31/21
DRAWN: MPH/JMP
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DATE CK'D: ---
REV:

Job No.
20601

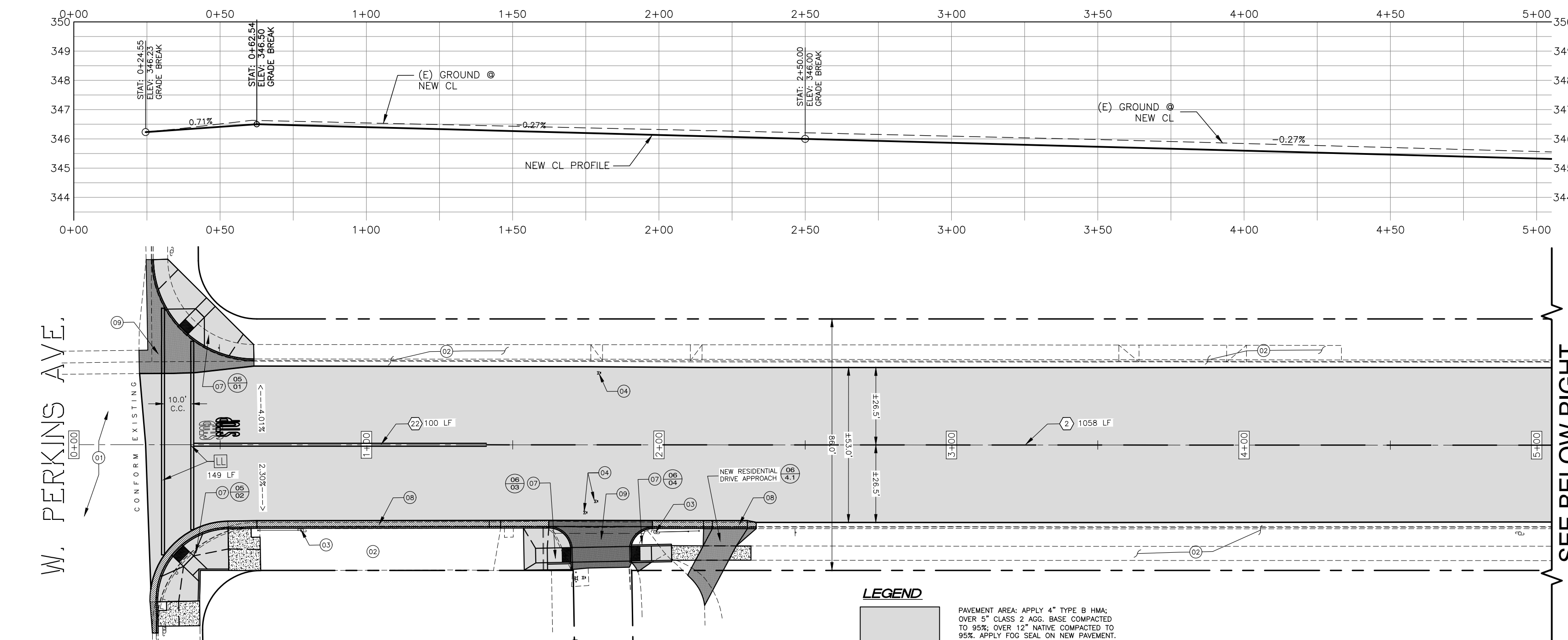
SHEET
02
OF 11 SHEETS

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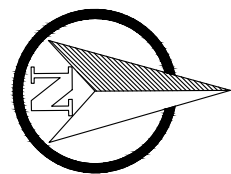
SEE BELOW RIGHT

SEE SHEET 3

SEE SHEET 3



SCALE:
PLAN: 1" = 30'
PROFILE: 1" = 30'
HORIZ: 1" = 30'
VERT: 1" = 3'



0' 15' 30' 60'
1" = 30'

DAVIS AVENUE

LEGEND

PAVEMENT AREA: APPLY 4" TYPE B HMA;
OVER 5" CLASS 2 AGG. BASE COMPACTED
TO 95%; OVER 12" NATIVE COMPACTED TO
95%. APPLY FOG SEAL ON NEW PAVEMENT.

KEY NOTES

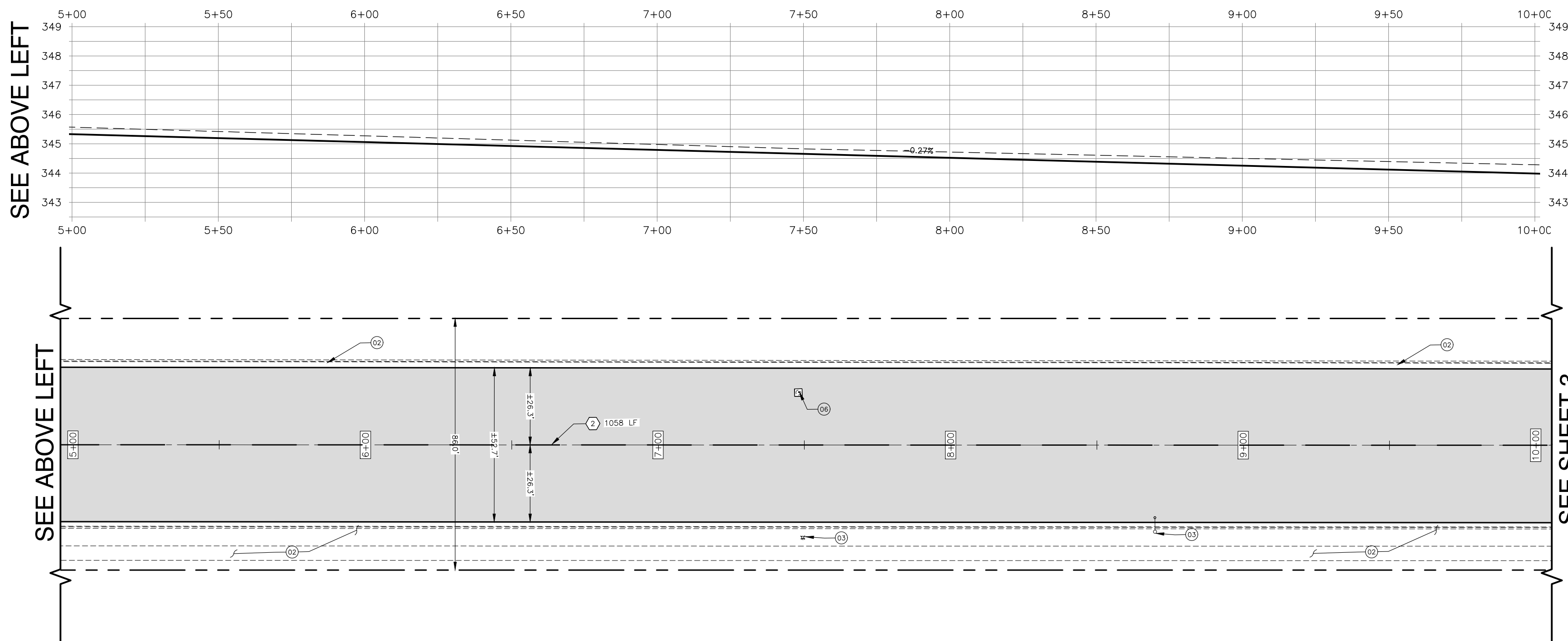
- EXISTING AC PAVEMENT TO REMAIN/PROTECT
- EXISTING CONCRETE CURB/GUTTER/SIDEWALK TO REMAIN/PROTECT
- EXISTING FIRE HYDRANT/SIGN/POLE TO REMAIN/PROTECT
- EXISTING WATER VALVE ADJUST TO GRADE
- EXISTING MONUMENT TO ADJUST TO GRADE
- EXISTING MANHOLE TO ADJUST TO GRADE
- NEW ADA CURB RAMP
- NEW CURB & GUTTER - MATCH EXISTING CURB HEIGHT
- NEW CROSS GUTTER/APPRON - 8" THICK REINFORCE CONCRETE.

PAVEMENT DELINEATION NOTES

- ALL ROADSIDE SIGN AND PAVEMENT DELINEATION WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALTRANS 2018 STANDARD SPECIFICATIONS AND 2018 STANDARD PLANS, AND THE CALIFORNIA MUTCD CURRENT EDITION, AND THE CONTRACT SPECIAL PROVISIONS.
- LANE WIDTHS SHOWN ON THE PLANS ARE DIMENSIONED FROM FLOWLINE/EDGE OF PAVEMENT TO CENTER OF STRIPE, OR BETWEEN CENTERS OF STRIPES.
- THE EXACT LOCATION OF SIGNS AND POSTS TO BE APPROVED BY THE ENGINEER.
- ALL NEW STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.

PAVEMENT DELINEATION LEGEND

- INSTALL TRAFFIC STRIPE PER CALTRANS STANDARD PLAN NOS. A20A, A20B, A20C, AND A20D. NUMBERS IN CIRCLE INDICATE DETAIL NUMBERS ON STANDARD PLANS.
- INSTALL 12-INCH YELLOW LIMIT/CROSSWALK LINE PER CALTRANS STD. A24E AND A24F AS APPLICABLE.
- FURNISH AND INSTALL TWO-WAY BLUE RETROREFLECTIVE FIRE HYDRANT MARKER.
- INSTALL "STOP" PAVEMENT MARKING CENTERED IN LANE, PER CALTRANS STD. PLAN A24D.



SEE ABOVE LEFT

SEE ABOVE LEFT

SEE SHEET 3

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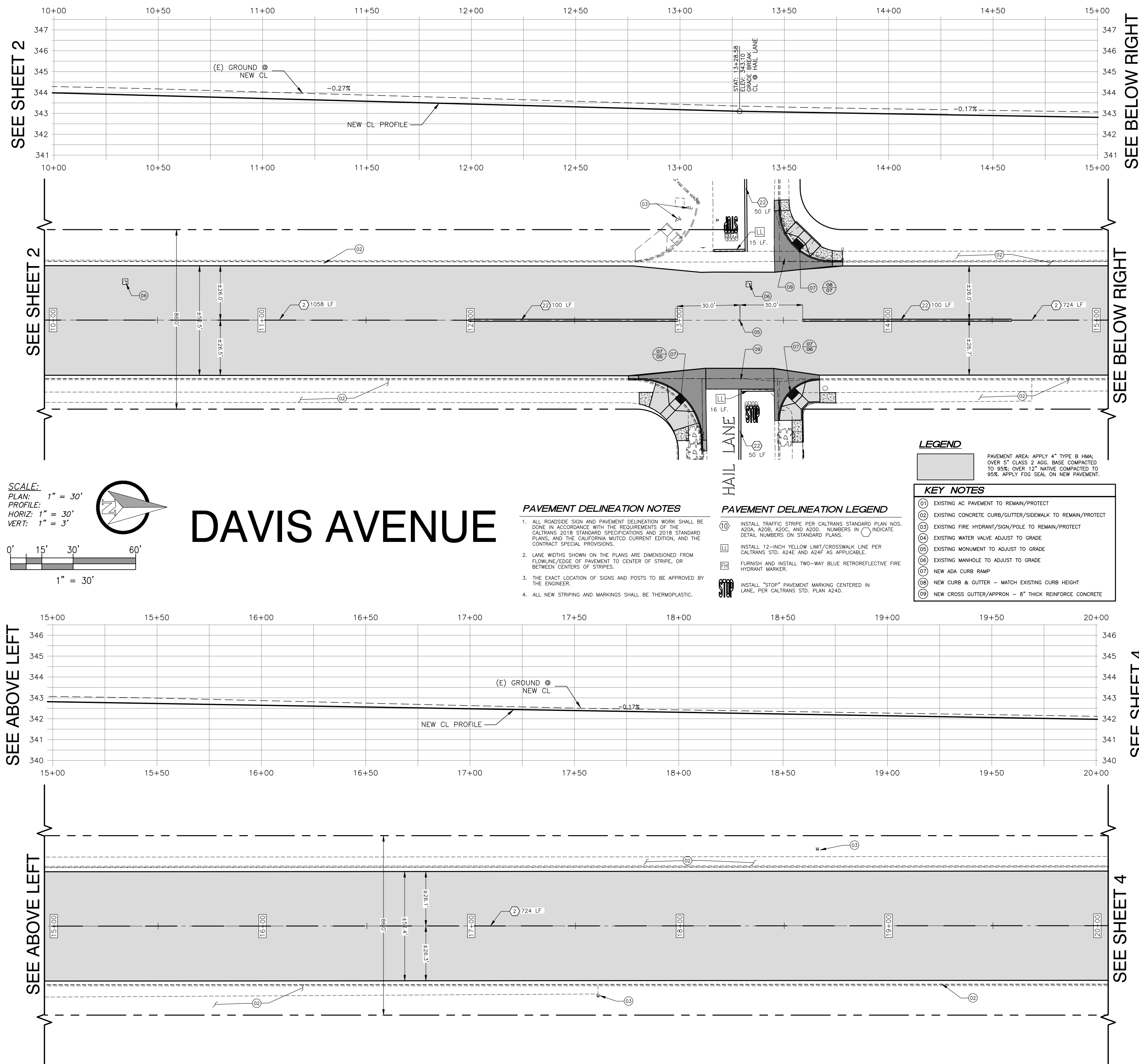
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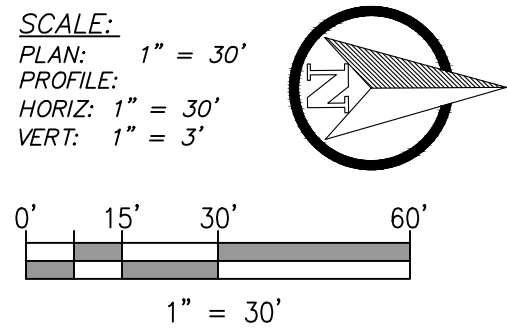
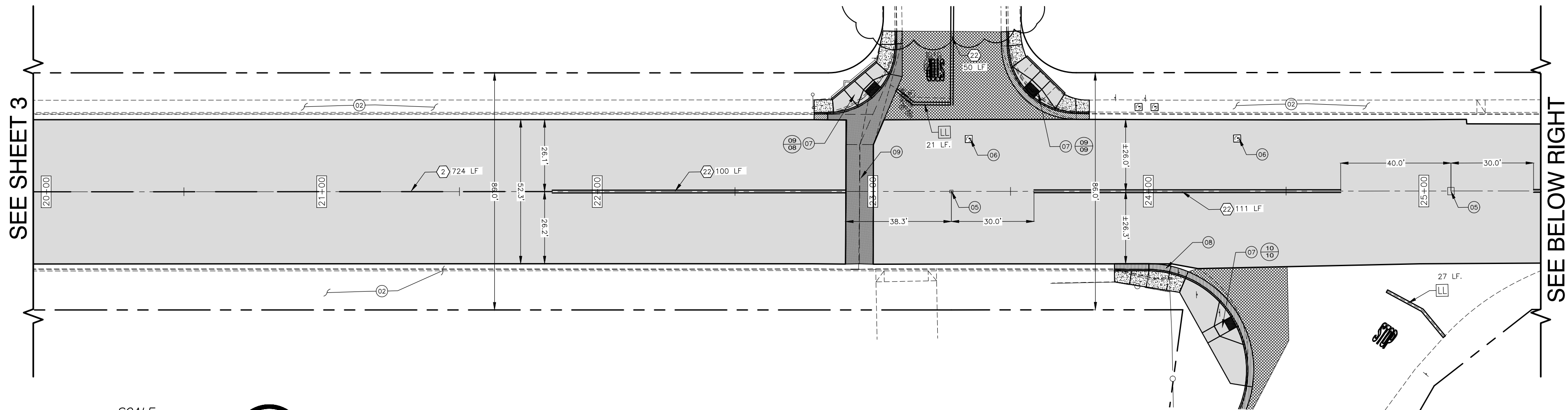
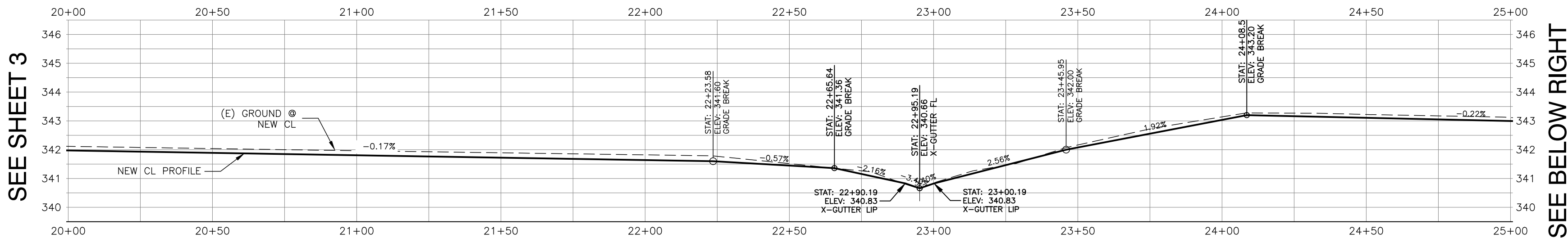
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PLAN & PROFILE 2

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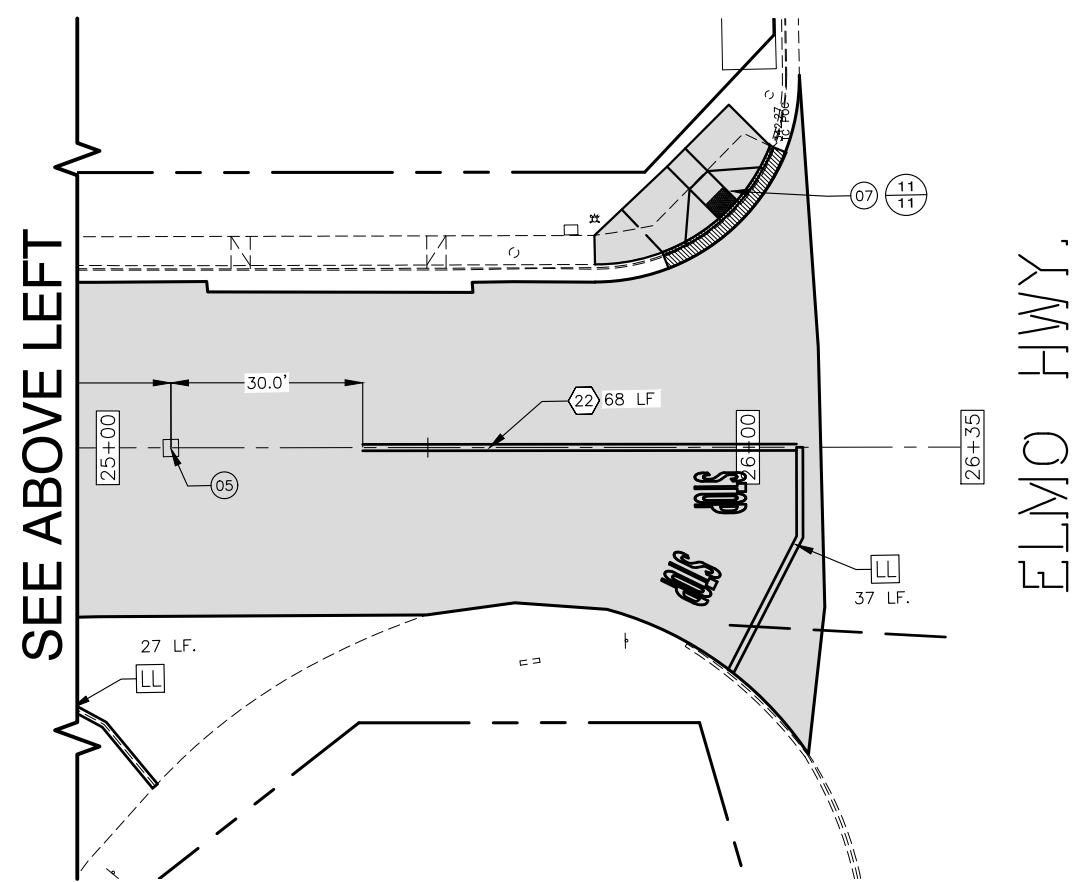
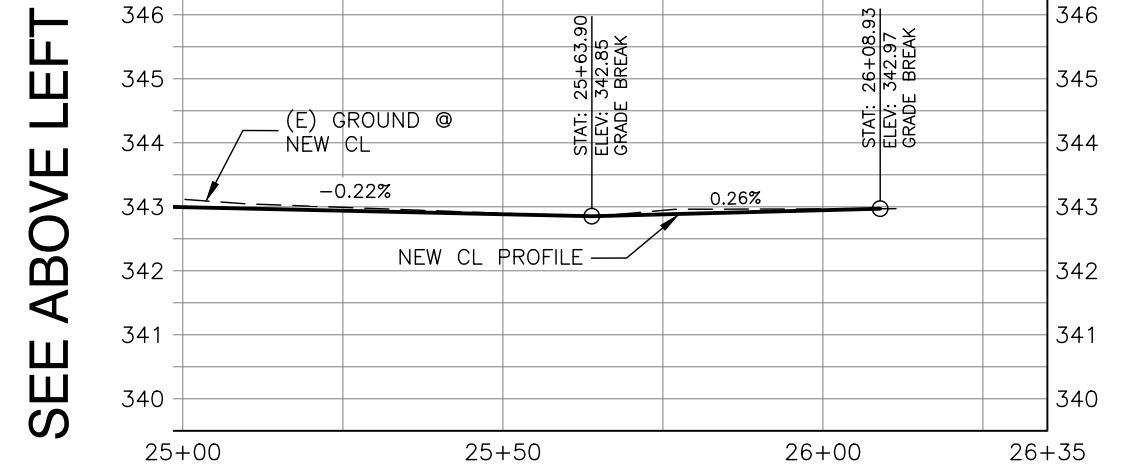
SHEET
03
OF 11 SHEETS





DAVIS AVENUE

- LEGEND**
- PAVEMENT AREA: APPLY 4" TYPE B HMA; OVER 5" CLASS 2 AGG. BASE COMPACTED TO 95%; OVER 12" NATIVE COMPACTED TO 95%; APPLY FOG SEAL ON NEW PAVEMENT.
- KEY NOTES**
- 01 EXISTING AC PAVEMENT TO REMAIN/PROTECT
 - 02 EXISTING CONCRETE CURB/GUTTER/SIDWALK TO REMAIN/PROTECT
 - 03 EXISTING FIRE HYDRANT/SIGN/POLE TO REMAIN/PROTECT
 - 04 EXISTING WATER VALVE ADJUST TO GRADE
 - 05 EXISTING MONUMENT TO ADJUST TO GRADE
 - 06 EXISTING MANHOLE TO ADJUST TO GRADE
 - 07 NEW ADA CURB RAMP
 - 08 NEW CURB & GUTTER - MATCH EXISTING CURB HEIGHT
 - 09 NEW CROSS GUTTER/APPRON - 8" THICK REINFORCE CONCRETE



- PAVEMENT DELINEATION NOTES**
- ALL ROADSIDE SIGN AND PAVEMENT DELINEATION WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALTRANS 2018 STANDARD SPECIFICATIONS AND 2018 STANDARD PLANS, AND THE CALIFORNIA MUTCD CURRENT EDITION, AND THE CONTRACT SPECIAL PROVISIONS.
 - LANE WIDTHS SHOWN ON THE PLANS ARE DIMENSIONED FROM FLOWLINE/EDGE OF PAVEMENT TO CENTER OF STRIPE, OR BETWEEN CENTERS OF STRIPES.
 - THE EXACT LOCATION OF SIGNS AND POSTS TO BE APPROVED BY THE ENGINEER.
 - ALL NEW STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.
- PAVEMENT DELINEATION LEGEND**
- 10 INSTALL TRAFFIC STRIPE PER CALTRANS STANDARD PLAN NOS. A20A, A20B, A20C, AND A20D. NUMBERS IN 10 INDICATE DETAIL NUMBERS ON STANDARD PLANS.
 - LL INSTALL 12-INCH YELLOW LIMIT/CROSSWALK LINE PER CALTRANS STD. A24E AND A24F AS APPLICABLE.
 - FH FURNISH AND INSTALL TWO-WAY BLUE RETROREFLECTIVE FIRE HYDRANT MARKER.
 - STOP INSTALL "STOP" PAVEMENT MARKING CENTERED IN LANE, PER CALTRANS STD. PLAN A24D.

BHT
ENGINEERING, INC.
218 S. H St., Ste. 201
BAKERSFIELD, CA. 93304
(661) 558-4641

03/10/20

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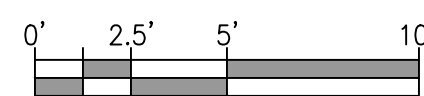
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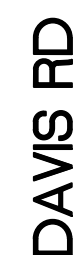
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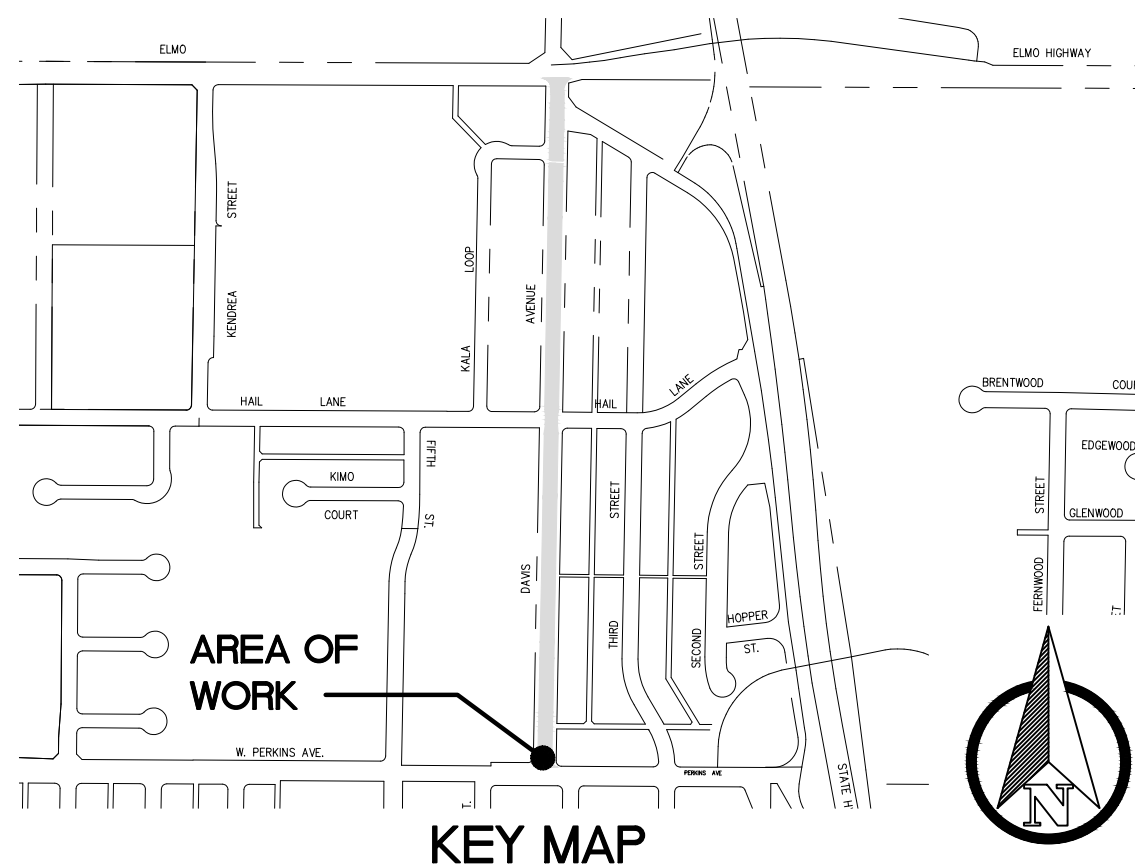
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W PERKINS AVE



- ① SAWCUT & MATCH EXISTING AC/CG/SIDEWALK/V-GUTTER.
- ② EXISTING FENCE/CMU WALL/POWER POLE/STREET LIGHT/CONC CURB/UTIL BOX/ FH/BOLLARDS TO REMAIN/PROTECT.
- ③ INSTALL RETAINING CURB. W=6". HEIGHT AS NECESSARY TO MATCH EXISTING/NEW FIELD CONDITIONS.
- ④ SALVAGE AND/OR RELOCATE EXT. SIGN AS DIRECTED BY FIELD ENGINEER. PROVIDE NEW STEEL POLE/FOOTING SEE DETAIL ON SHEET #
- ⑤ INSTALL CAST-IN-PLACE, RAISED TRUNCATED DOME (IN-LINE PATTERN) DETECTABLE WARNING SURFACE, BY ARMOR-TILE (WWW.ARMOR-TILE.COM), OR BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR SAFETY STEP TD (WWW.SAFETYSTEPTD.COM), OR APPROVED EQUAL. COLOR: YELLOW CONFORMING TO FEDERAL COLOR NO. 33538.
- ⑥ 1.5% MAX SLOPE IN ANY DIRECTION AT LANDINGS
- ⑦ EXISTING LANDSCAPING/IRRIG. SYSTEM TO REMAIN/PROTECT-MODIFY/REPAIR IN KIND AS REQUIRED TO ALLOW FOR NEW WORK-SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS
- ⑧ EXISTING WATER/UTIL BOX TO BE ADJUST TO NEW GRADES

AC	ASPHALT CONCRETE		DETECTABLE WARNING PATTERN: IN-LINE
BC	BACK OF CURB		
BCR	BEGIN CURB RETURN		
CLF	CHAIN LINK FENCE		
C&G	CURB AND GUTTER		NEW CONCRETE: CURB RAMP 4" THICK
CJ	CONTROL JOINT		
EP	EDGE OF PAVEMENT		NEW 4" THICK CONCRETE SIDEWALK.
ECR	END CURB RETURN		
EJ	EXPANSION JOINT		
EX	EXISTING		
FL	FLOW LINE		
FV	FIELD VERIFY		
MAX	MAXIMUM		NEW 8" THICK CONCRETE REINFORCED APRON/CURB V-GUTTER
MIN	MINIMUM		
R/W	RIGHT OF WAY		
SW	SIDEWALK		
TC	TOP OF CURB		NEW CONCRETE: CURB

1. SIDEWALK AND RAMP THICKNESS SHALL BE 4"—MIN.
2. PORTLAND CEMENT CONCRETE PAVING & CONCRETE FINISHES:
PORTLAND CEMENT CONCRETE PAVING SHALL HAVE A MEDIUM BROOM FINISH ON ALL SURFACES LESS THAN 6% AND A HEAVY BROOM FINISH ON ALL SURFACES GREATER THAN 6%.
3. CONTRACTOR SHALL REPLACE IN KIND ANY LANDSCAPING, IRRIGATION, CONCRETE, FENCING, ETC. THAT IS REMOVED OR DAMAGED DURING CONSTRUCTION. ALSO, CONTRACTOR SHALL SET TO GRADE EXISTING UTILITY BOXES, WHETHER OR NOT SHOWN ON THE PLANS. COMPENSATION SHALL BE INCLUDED IN THE CONTRACT PRICE AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.
4. THE COST FOR PAVEMENT TIE-IN SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK, AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.

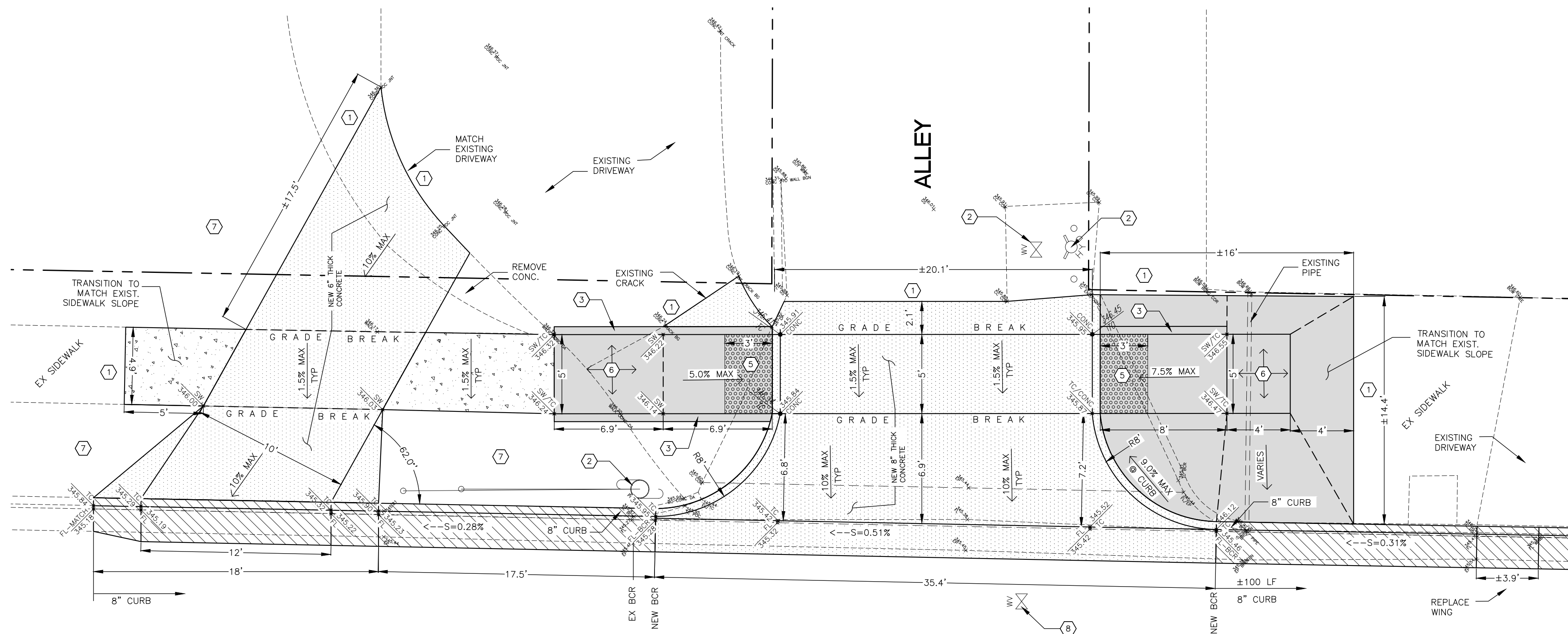


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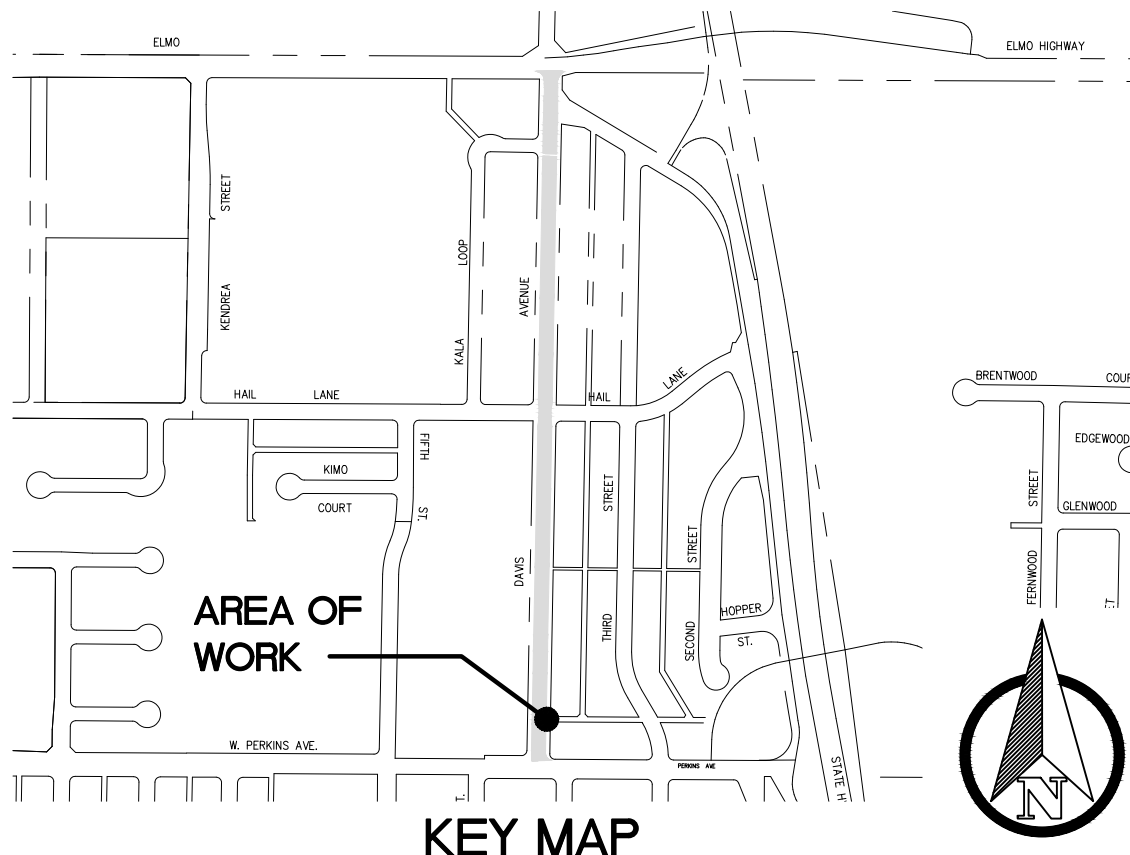
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06
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**4.1 RESIDENTIAL
DRIVE APPROACH**

**04 ADA CURB RAMP
CASE "F"**

**03 ADA CURB RAMP
CASE "G"**



CONSTRUCTION KEY NOTES

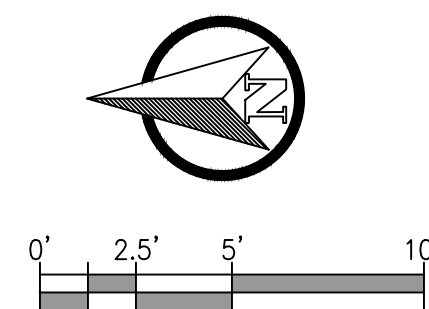
- 1 SAWCUT & MATCH EXISTING AC/C&G/SIDEWALK/V-GUTTER.
- 2 EXISTING FENCE/CMU WALL/POWER POLE/STREET LIGHT/CONC CURB/UTIL BOX/ FH/BOLLARDS TO REMAIN/PROTECT.
- 3 INSTALL RETAINING CURB. W=6". HEIGHT AS NECESSARY TO MATCH EXISTING/NEW FIELD CONDITIONS.
- 4 SALVAGE AND/OR RELOCATE EXT. SIGN AS DIRECTED BY FIELD ENGINEER. PROVIDE NEW STEEL POLE/FOOTING SEE DETAIL ON SHEET #
- 5 INSTALL CAST-IN-PLACE, RAISED TRUNCATED DOME (IN-LINE PATTERN), DETECTABLE WARNING SURFACE, BY ARMOR-TILE (WWW.ARMOR-TILE.COM), OR BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR SAFETY STEP TD (WWW.SAFETYSTEPTD.COM), OR APPROVED EQUAL. COLOR: YELLOW CONFORMING TO FEDERAL COLOR NO. 33538.
- 6 1.5% MAX SLOPE IN ANY DIRECTION AT LANDINGS
- 7 EXISTING LANDSCAPING/IRRIG. SYSTEM TO REMAIN/PROTECT-MODIFY/REPAIR IN KIND AS REQUIRED TO ALLOW FOR NEW WORK-SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS
- 8 EXISTING WATER/UTIL BOX TO BE ADJUST TO NEW GRADES

LEGEND

AC	ASPHALT CONCRETE		DETECTABLE WARNING PATTERN: IN-LINE
BC	BACK OF CURB		NEW CONCRETE: CURB RAMP 4" THICK
BCR	BEGIN CURB RETURN		NEW 4" THICK CONCRETE SIDEWALK.
CLF	CHAIN LINK FENCE		NEW 8" THICK CONCRETE REINFORCED APRON/CURB, V-GUTTER
C&G	CURB AND GUTTER		NEW CONCRETE: CURB & GUTTER
CJ	CONTROL JOINT		AC PAVEMENT TIE-IN
EP	EDGE OF PAVEMENT		
ECR	END CURB RETURN		
EJ	EXPANSION JOINT		
EX	EXISTING		
FL	FLOW LINE		
FV	FIELD VERIFY		
MAX	MAXIMUM		
MIN	MINIMUM		
R/W	RIGHT OF WAY		
SW	SIDEWALK		
TC	TOP OF CURB		

GENERAL NOTES

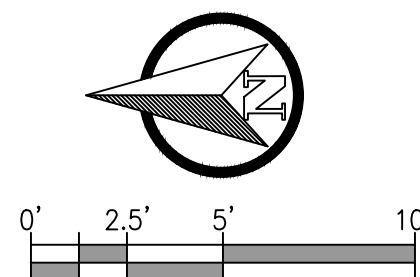
1. SIDEWALK AND RAMP THICKNESS SHALL BE 4"-MIN.
2. PORTLAND CEMENT CONCRETE PAVING & CONCRETE FINISHES: PORTLAND CEMENT CONCRETE PAVING SHALL HAVE A MEDIUM BROOM FINISH ON ALL SURFACES LESS THAN 6% AND A HEAVY BROOM FINISH ON ALL SURFACES GREATER THAN 6%.
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4. THE COST FOR PAVEMENT TIE-IN SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK, AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.



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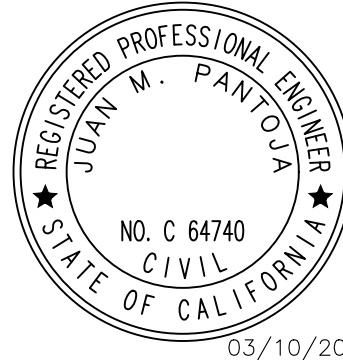
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- ① SAWCUT & MATCH EXISTING AC/C&G/SIDEWALK/V-GUTTER.
- ② EXISTING FENCE/CMU WALL/POWER POLE/STREET LIGHT/CONC CURB/UTIL BOX/ FH/BOLLARDS TO REMAIN/PROTECT.
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- ⑥ 1.5% MAX SLOPE IN ANY DIRECTION AT LANDINGS
- ⑦ EXISTING LANDSCAPING/IRRIG. SYSTEM TO REMAIN/PROTECT-MODIFY/REPAIR IN KIND AS REQUIRED TO ALLOW FOR NEW WORK-SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS
- ⑧ EXISTING WATER/UTIL BOX TO BE ADJUST TO NEW GRADES

AC	ASPHALT CONCRETE		DETECTABLE WARNING PATTERN: IN-LINE
BC	BACK OF CURB		
BCR	BEGIN CURB RETURN		
CLF	CHAIN LINK FENCE		
C&G	CURB AND GUTTER		
CJ	CONTROL JOINT		NEW CONCRETE: CURB RAMP 4" THICK
EP	EDGE OF PAVEMENT		NEW 4" THICK CONCRETE SIDEWALK.
ECR	END CURB RETURN		
EJ	EXPANSION JOINT		
EX	EXISTING		
FL	FLOW LINE		
FV	FIELD VERIFY		
MAX	MAXIMUM		NEW 8" THICK CONCRETE REINFORCED APRON/CURB V-GUTTER
MIN	MINIMUM		
R/W	RIGHT OF WAY		
SW	SIDEWALK		
TC	TOP OF CURB		NEW CONCRETE: CURB

1. SIDEWALK AND RAMP THICKNESS SHALL BE 4"-MIN.
2. PORTLAND CEMENT CONCRETE PAVING & CONCRETE FINISHES:
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4. THE COST FOR PAVEMENT TIE-IN SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK, AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.



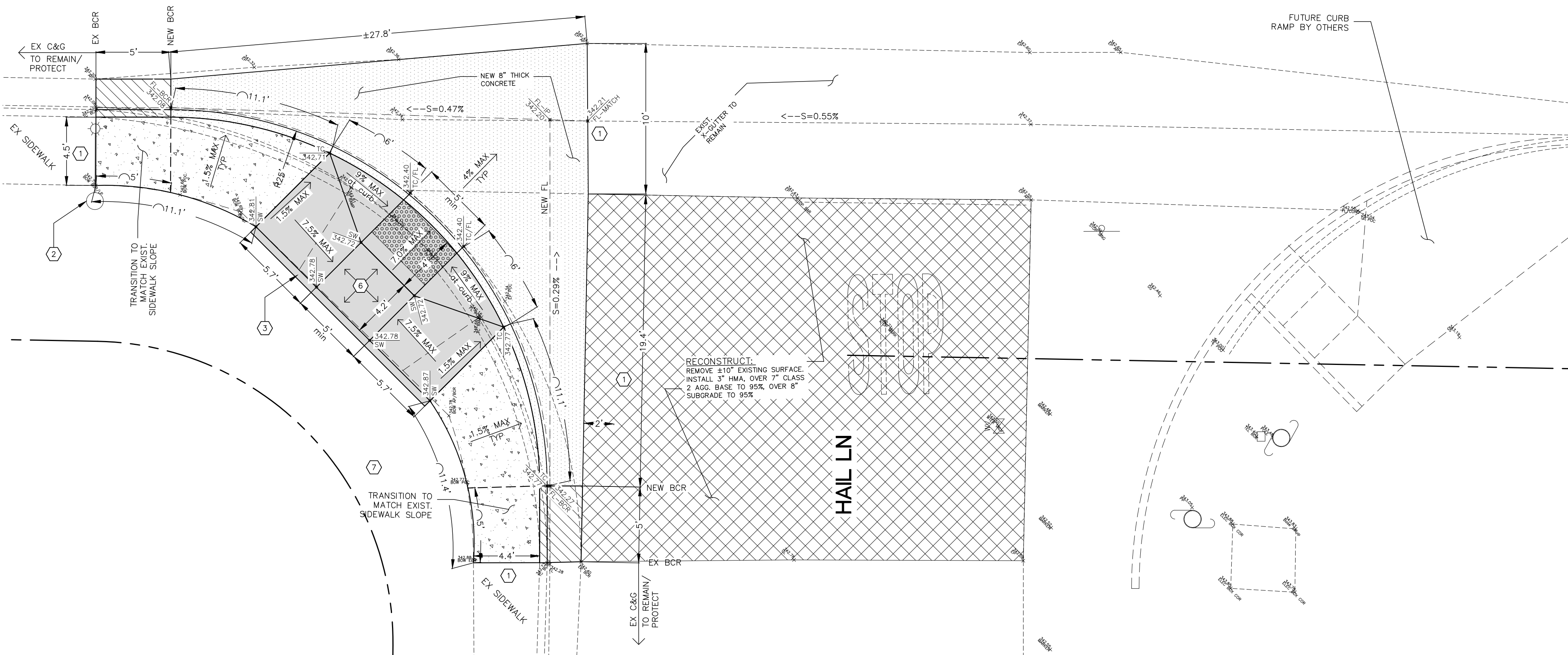
These drawings are instruments of service and are the property of BHT Engineering, Inc. All information on the drawings are for the use on the specified project and shall not be used otherwise without the expressed written permission of BHT Engineering, Inc. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office shall be notified of any variations from the dimensions and conditions shown by these drawings. Shop details shall be submitted to this office for approval before proceeding with fabrication.
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CITY OF MCFARLAND
KERN COUNTY, CA
DEPARTMENT OF
PUBLIC WORKS

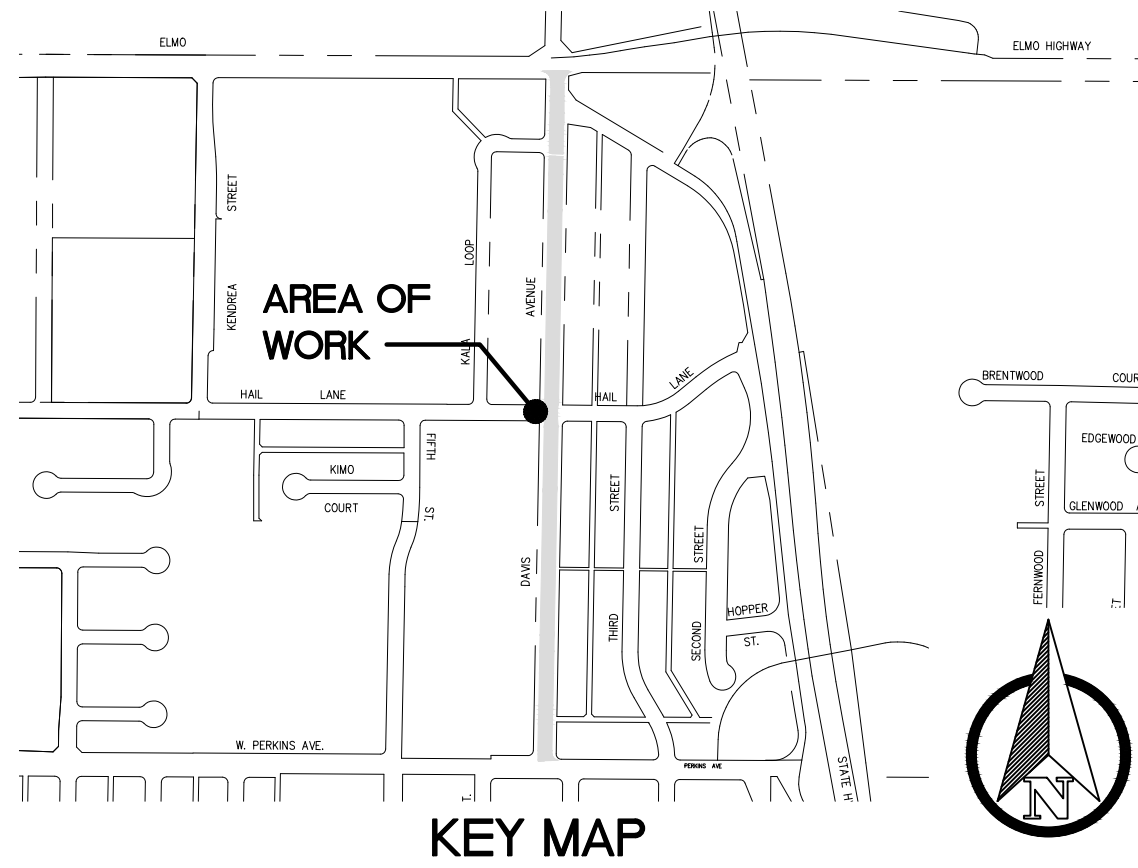
DAVIS AVE RECONSTRUCTION
W. PERKINS AVE. TO ELMO HWY.
95% REVIEW SET -- NOT FOR CONSTRUCTION --
ADA RAMPS 4

DATE: 07/31/21
DRAWN: MPH/JMP
CK'D BY: ---
DATE CK'D: ---
REV:
Job No.
20601
SHEET
08
OF 11 SHEETS

DAVIS RD



07 ADA CURB RAMP CASE "B"



CONSTRUCTION KEY NOTES

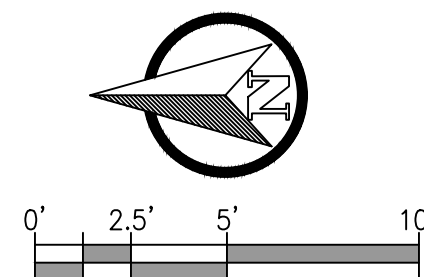
- SAWCUT & MATCH EXISTING AC/C&G/SIDEWALK/V-GUTTER.
- EXISTING FENCE/CMU WALL/POWER POLE/STREET LIGHT/CONC CURB/UTIL BOX/ FH/BOLLARDS TO REMAIN/PROTECT.
- INSTALL RETAINING CURB. W=6". HEIGHT AS NECESSARY TO MATCH EXISTING/NEW FIELD CONDITIONS.
- SALVAGE AND/OR RELOCATE EXT. SIGN AS DIRECTED BY FIELD ENGINEER. PROVIDE NEW STEEL POLE/FOOTING SEE DETAIL ON SHEET #
- INSTALL CAST-IN-PLACE, RAISED TRUNCATED DOME (IN-LINE PATTERN), DETECTABLE WARNING SURFACE, BY ARMOR-TILE (WWW.ARMOR-TILE.COM), OR BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR SAFETY STEP TD (WWW.SAFETYSTEPTD.COM), OR APPROVED EQUAL. COLOR: YELLOW CONFORMING TO FEDERAL COLOR NO. 33538.
- 1.5% MAX SLOPE IN ANY DIRECTION AT LANDINGS
- EXISTING LANDSCAPING/IRRIG. SYSTEM TO REMAIN/PROTECT--MODIFY/REPAIR IN KIND AS REQUIRED TO ALLOW FOR NEW WORK--SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS
- EXISTING WATER/UTIL BOX TO BE ADJUST TO NEW GRADES

LEGEND

AC	ASPHALT CONCRETE		DETECTABLE WARNING PATTERN: IN-LINE
BC	BACK OF CURB		NEW CONCRETE: CURB RAMP 4" THICK
BCR	BEGIN CURB RETURN		NEW 4" THICK CONCRETE SIDEWALK.
CLF	CHAIN LINK FENCE		NEW 8" THICK CONCRETE REINFORCED APRON/CURB, V-GUTTER
C&G	CURB AND GUTTER		NEW CONCRETE: CURB & GUTTER
CJ	CONTROL JOINT		AC PAVEMENT TIE-IN
EP	EDGE OF PAVEMENT		
ECR	END CURB RETURN		
EJ	EXPANSION JOINT		
EX	EXISTING		
FL	FLOW LINE		
FV	FIELD VERIFY		
MAX	MAXIMUM		
MIN	MINIMUM		
R/W	RIGHT OF WAY		
SW	RIGHT OF SIDEWALK		
TC	TOP OF CURB		

GENERAL NOTES

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- ① SAWCUT & MATCH EXISTING AC/C&G/SIDEWALK/V-GUTTER.
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LEGEND

AC	ASPHALT CONCRETE		DETECTABLE WARNING PATTERN: IN-LINE
BC	BEGIN OF CURB		
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CONSTRUCTION KEY NOTES

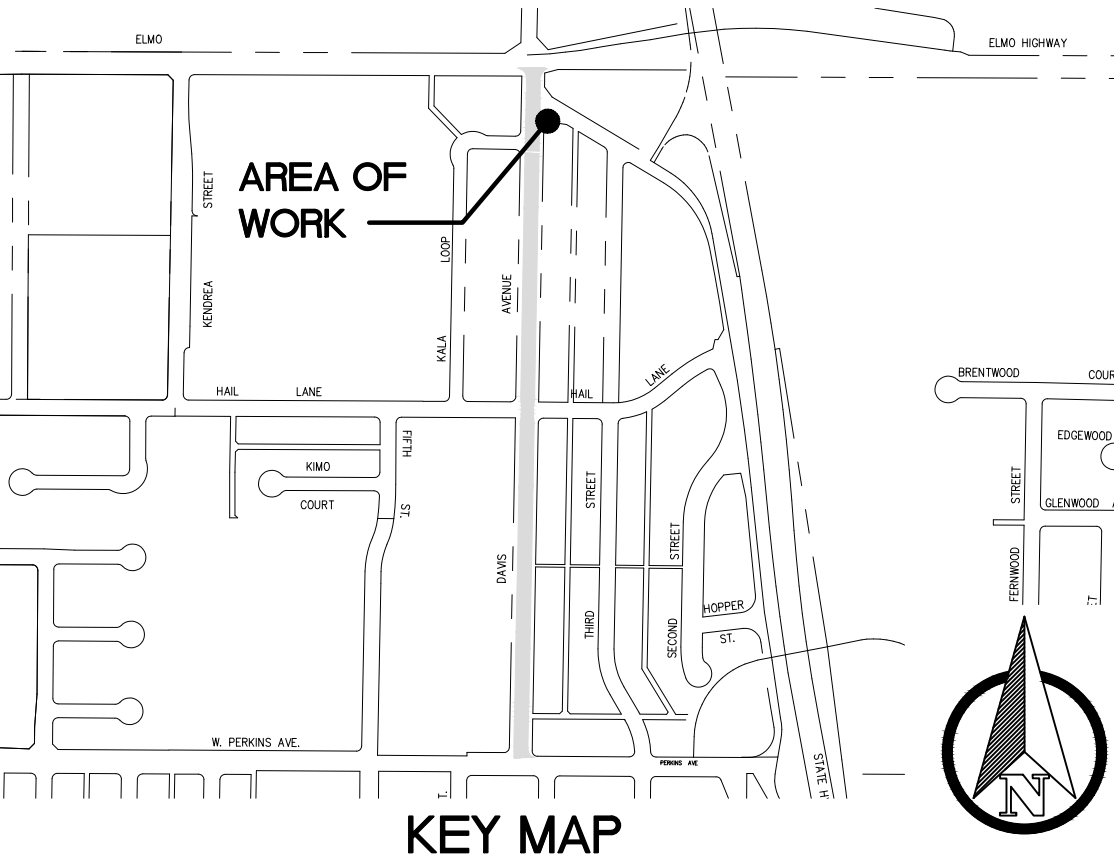
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LEGEND

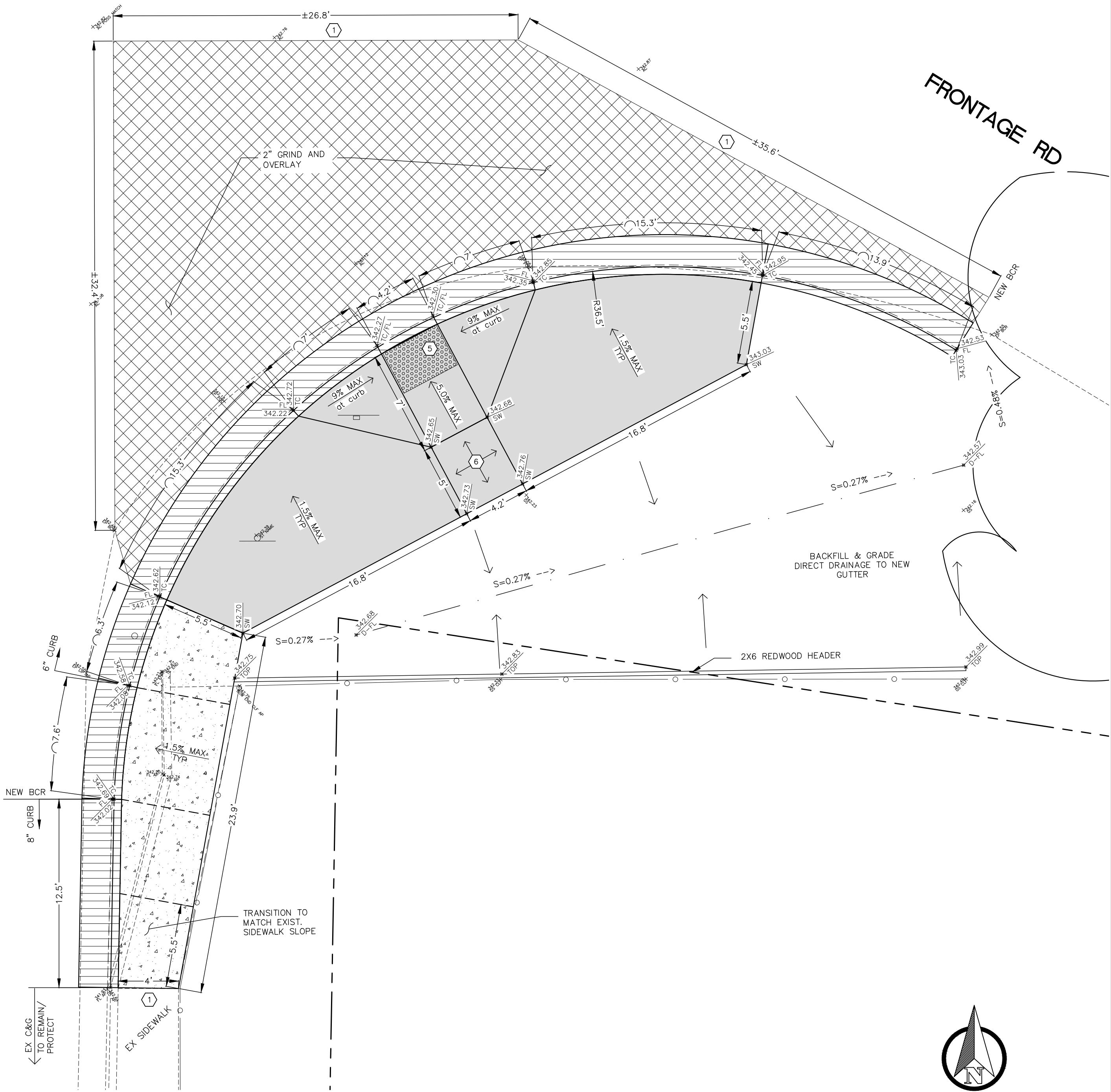
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DAVIS RD



10 ADA CURB RAMP CASE "A"

BHT
ENGINEERING, INC.
218 S. H St., Ste. 201
BAKERSFIELD, CA. 93304
(661) 558-4641



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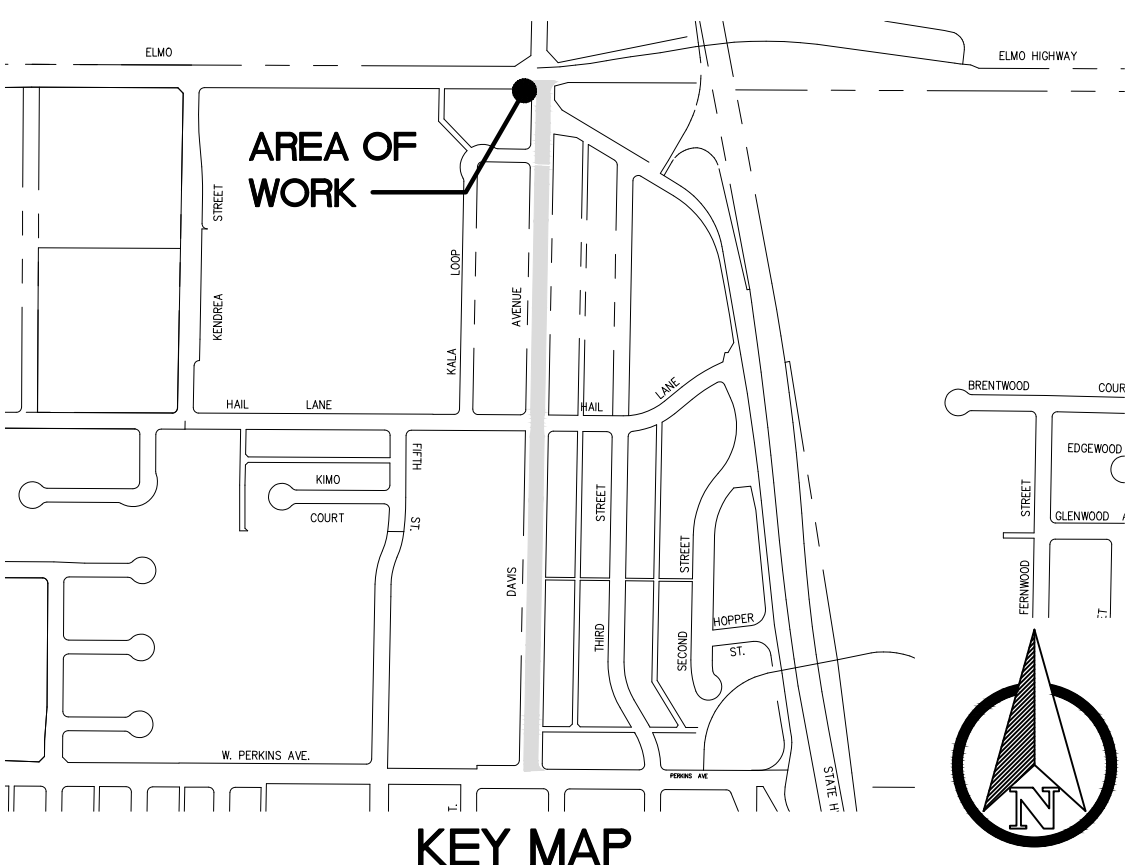
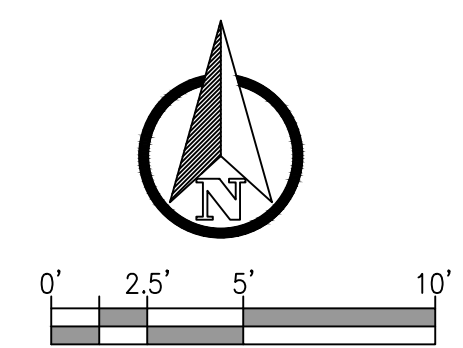
CITY OF MCFARLAND
KERN COUNTY, CA
DEPARTMENT OF
PUBLIC WORKS

DAVIS AVE RECONSTRUCTION
W. PERKINS AVE. TO ELMO HWY.
95% REVIEW SET -- NOT FOR CONSTRUCTION --
ADA RAMPS 6

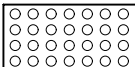
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20601

SHEET
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OF 11 SHEETS



- 1 SAWCUT & MATCH EXISTING AC/C&G/SIDEWALK/V-GUTTER.
- 2 EXISTING FENCE/CMU WALL/POWER POLE/STREET LIGHT/CONC CURB/UTIL BOX/ FH/BOLLARDS TO REMAIN/PROTECT.
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- | LEGEND | | | |
|--------|-------------------|---|---|
| AC | ASPHALT CONCRETE |  | DETECTABLE WARNING
PATTERN: IN-LINE |
| BC | BACK OF CURB | | |
| BCR | BEGIN CURB RETURN | | |
| CLF | CHAIN LINK FENCE | | |
| C&G | CURB AND GUTTER | | |
| CJ | CONTROL JOINT | | |
| EP | EDGE OF PAVEMENT | | |
| ECR | END CURB RETURN | | |
| EJ | EXPANSION JOINT | | |
| EX | EXISTING | | |
| FL | FLOW LINE | | |
| FV | FIELD VERIFY | | |
| MAX | MAXIMUM | | |
| MIN | MINIMUM | | |
| R/W | RIGHT OF WAY | | |
| SW | SIDEWALK | | |
| TC | TOP OF CURB | | |
| | |  | NEW CONCRETE: CURB
RAMP 4" THICK |
| | |  | NEW 4" THICK CONCRETE
SIDEWALK. |
| | |  | NEW 8" THICK CONCRETE
REINFORCED APRON/CURB,
V-GUTTER |
| | |  | NEW CONCRETE: CURB
& GUTTER |
| | |  | AC PAVEMENT TIE-IN |

- ## **GENERAL NOTES**
1. SIDEWALK AND RAMP THICKNESS SHALL BE 4"—MIN.
 2. PORTLAND CEMENT CONCRETE PAVING & CONCRETE FINISHES:
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CITY OF McFARLAND

DAVIS AVE. REHABILITATION from W Perkins Ave. to Elmo Hwy.

Summary of Preliminary Engineer's Cost Estimate

Option #	OPTION #1 (A)	OPTION #1 (B)	OPTION #2 (A)	OPTION #2 (B)	OPTION #3 (A)	OPTION #3 (B)
Design Life (years)	20	20	20	20	8 to 10	8 to 10
C&G Reconstruction	Limited C&G Reconstruction	C&G Reconstruction on East Side from W. Perkins Ave. to Frontage Rd	Limited C&G Reconstruction	C&G Reconstruction on East Side from W. Perkins Ave. to Frontage Rd	Limited C&G Reconstruction	C&G Reconstruction on East Side from W. Perkins Ave. to Frontage Rd
Structural Section (Traffic Index= 8)	4" HMA over 12" Soil-Cement	4" HMA over 12" Soil-Cement	5" HMA over 12" Agg. Base over 8" Compacted Native	5" HMA over 12" Agg. Base over 8" Compacted Native	4" HMA Overlay	4" HMA Overlay
Total Section Thickness (inches)	16	16	17	17	4	4
C&G to be Reconstructed (ft)	367	2,465	367	2,465	367	2,465
Estimated Construction Cost	\$ 877,811.00	\$ 969,297.00	\$ 1,059,873.00	\$ 1,151,359.00	\$ 729,241.00	\$ 820,727.00

C&G = Curb and Gutter

HMA = Hot Mix Asphalt

Structural Section based on Pavement Recommendation Report G21-029-11B by BSK Associates

Estimate based on 95% completed Plans

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #1 (A) - 20-Year Design Life
TI = 8; 4" HMA over 12" SOIL CEMENT
LIMITED C&G REPLACEMENT

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 75,000.00	\$ 75,000.00
2	HAUL OFF SITE EXCESS BASE MATERIAL	C.Y.	205	\$ 30.00	\$ 6,150.00
3	COLD PLANE EXISTING AC SURFACE AND HAUL OFF SITE	S.F.	135,699	\$ 0.33	\$ 44,781.00
4	CEMENT TREATED SUBGRADE - PULVERIZE 12" EXIST. MATERIAL & MIX WITH 3% CEMENT, WATER, AND COMPACT TO 95%	S.F.	135,699	\$ 1.00	\$ 135,699.00
5	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	132	\$ 70.00	\$ 9,240.00
6	TYPE "A" HOT MIX ASPHALT	TON	3,606	\$ 90.00	\$ 324,540.00
7	INSTALL CASE A CURB RAMP	EA.	5	\$ 2,500.00	\$ 12,500.00
8	INSTALL CASE B CURB RAMP	EA.	6	\$ 2,500.00	\$ 15,000.00
9	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	367	\$ 43.00	\$ 15,781.00
10	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
11	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	2,880	\$ 15.00	\$ 43,200.00
12	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	251	\$ 11.00	\$ 2,761.00
13	ADJUST SEWER MANHOLE TO GRADE	EA.	5	\$ 1,750.00	\$ 8,750.00
14	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	6	\$ 1,500.00	\$ 9,000.00
15	INSTALL 12" SOLID YELLOW STRIPE (CROSS WALK & ISLAND) - THERMOPLASTIC	L.F.	155	\$ 5.00	\$ 775.00
16	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	150	\$ 5.00	\$ 750.00
17	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	450	\$ 3.25	\$ 1,463.00
18	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
19	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
20	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
21	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
22	QUALITY CONTROL PROGRAM	L.S.	1	\$ 15,000.00	\$ 15,000.00
23	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
24	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 798,010.00

Contingency (10%): \$ 79,801.00

Construction Total: \$ 877,811.00

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #1 (B) - 20-Year Design Life
TI = 8; 4" HMA over 12" SOIL CEMENT

C&G REPLACEMENT on East Side from W. Perkins Ave. to Frontage Rd

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 100,000.00	\$ 100,000.00
2	HAUL OFF SITE EXCESS BASE MATERIAL	C.Y.	205	\$ 30.00	\$ 6,150.00
3	COLD PLANE EXISTING AC SURFACE AND HAUL OFF SITE	S.F.	135,699	\$ 0.33	\$ 44,781.00
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10	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
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18	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
19	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
20	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
21	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
22	QUALITY CONTROL PROGRAM	L.S.	1	\$ 15,000.00	\$ 15,000.00
23	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
24	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 881,179.00

Contingency (10%): \$ 88,118.00

Construction Total: \$ 969,297.00

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #2 (A) - 20-Year Design Life
TI = 8; 5" HMA over 12" AGGREGATE BASE over 8" COMPACTED NATIVE
LIMITED C&G REPLACEMENT

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 75,000.00	\$ 75,000.00
2	HAUL OFF SITE EXCESS BASE MATERIAL	C.Y.	430	\$ 30.00	\$ 12,900.00
3	COLD PLANE EXISTING AC SURFACE AND HAUL-OFF SITE	S.F.	135,699	\$ 0.33	\$ 44,781.00
4	SCARIFY 8" NATIVE MATERIAL, GRADE, & COMPACT TO 95% FOR ROADWAY	C.Y.	3,425	\$ 12.00	\$ 41,100.00
5	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	10,098	\$ 20.00	\$ 201,960.00
6	TYPE "A" HOT MIX ASPHALT	TON	4,508	\$ 85.00	\$ 383,180.00
7	INSTALL CASE A CURB RAMP	EA.	5	\$ 2,500.00	\$ 12,500.00
8	INSTALL CASE B CURB RAMP	EA.	6	\$ 2,500.00	\$ 15,000.00
9	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	367	\$ 43.00	\$ 15,781.00
10	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
11	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	2,880	\$ 15.00	\$ 43,200.00
12	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	251	\$ 11.00	\$ 2,761.00
13	ADJUST SEWER MANHOLE TO GRADE	EA.	5	\$ 1,750.00	\$ 8,750.00
14	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	6	\$ 1,500.00	\$ 9,000.00
15	INSTALL 12" SOLID YELLOW STRIPE (CROSS WALK & ISLAND) - THERMOPLASTIC	L.F.	155	\$ 5.00	\$ 775.00
16	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	150	\$ 5.00	\$ 750.00
17	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	450	\$ 3.25	\$ 1,463.00
18	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
19	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
20	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
21	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
22	QUALITY CONTROL PROGRAM	L.S.	1	\$ 17,000.00	\$ 17,000.00
23	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
24	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 963,521.00

Contingency (10%): \$ 96,352.00

Construction Total: \$ 1,059,873.00

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #2 (B) - 20-Year Design Life

TI = 8; 5" HMA over 12" AGGREGATE BASE over 8" COMPACTED NATIVE
C&G REPLACEMENT on East Side from W. Perkins Ave. to Frontage Rd

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 100,000.00	\$ 100,000.00
2	HAUL OFF SITE EXCESS BASE MATERIAL	C.Y.	430	\$ 30.00	\$ 12,900.00
3	COLD PLANE EXISTING AC SURFACE AND HAUL OFF SITE	S.F.	135,699	\$ 0.33	\$ 44,781.00
4	SCARIFY 8" NATIVE MATERIAL, GRADE, & COMPACT TO 95% FOR ROADWAY	C.Y.	3,425	\$ 12.00	\$ 41,100.00
5	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	10,098	\$ 20.00	\$ 201,960.00
6	TYPE "A" HOT MIX ASPHALT	TON	4,508	\$ 85.00	\$ 383,180.00
7	INSTALL CASE A CURB RAMP	EA.	5	\$ 2,500.00	\$ 12,500.00
8	INSTALL CASE B CURB RAMP	EA.	6	\$ 2,500.00	\$ 15,000.00
9	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	2,465	\$ 30.00	\$ 73,950.00
10	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
11	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	2,880	\$ 15.00	\$ 43,200.00
12	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	251	\$ 11.00	\$ 2,761.00
13	ADJUST SEWER MANHOLE TO GRADE	EA.	5	\$ 1,750.00	\$ 8,750.00
14	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	6	\$ 1,500.00	\$ 9,000.00
15	INSTALL 12" SOLID YELLOW STRIPE (CROSS WALK & ISLAND) - THERMOPLASTIC	L.F.	155	\$ 5.00	\$ 775.00
16	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	150	\$ 5.00	\$ 750.00
17	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	450	\$ 3.25	\$ 1,463.00
18	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
19	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
20	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
21	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
22	QUALITY CONTROL PROGRAM	L.S.	1	\$ 17,000.00	\$ 17,000.00
23	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
24	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 1,046,690.00

Contingency (10%): \$ 104,669.00

Construction Total: \$ 1,151,359.00

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #3 (A) - 10-Year Design Life
TI = 8; 4" HMA Overlay
LIMITED C&G REPLACEMENT

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 75,000.00	\$ 75,000.00
2	COLD PLANE 3" EXISTING AC SURFACE AND HAUL OFF SITE, PROOF ROLL SUBGRADE	S.F.	135,699	\$ 0.38	\$ 51,566.00
3	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	132	\$ 70.00	\$ 9,240.00
4	TYPE "A" HOT MIX ASPHALT	TON	3,606	\$ 90.00	\$ 324,540.00
5	INSTALL CASE A CURB RAMP	EA.	5	\$ 2,500.00	\$ 12,500.00
6	INSTALL CASE B CURB RAMP	EA.	6	\$ 2,500.00	\$ 15,000.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	367	\$ 43.00	\$ 15,781.00
8	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
9	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	2,880	\$ 15.00	\$ 43,200.00
10	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	251	\$ 11.00	\$ 2,761.00
11	ADJUST SEWER MANHOLE TO GRADE	EA.	5	\$ 1,750.00	\$ 8,750.00
12	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	6	\$ 1,500.00	\$ 9,000.00
13	INSTALL 12" SOLID YELLOW STRIPE (CROSS WALK & ISLAND) - THERMOPLASTIC	L.F.	155	\$ 5.00	\$ 775.00
14	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	150	\$ 5.00	\$ 750.00
15	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	450	\$ 3.25	\$ 1,463.00
16	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
17	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
18	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
19	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
20	QUALITY CONTROL PROGRAM	L.S.	1	\$ 15,000.00	\$ 15,000.00
21	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
22	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 662,946.00

Contingency (10%): \$ 66,295.00

Construction Total: \$ 729,241.00

CITY OF McFARLAND
DAVIS AVE. REHABILITATION
W. KERN PERKINS AVE. TO ELMO HWY.
OPTION #3 (B) - 10-Year Design Life
TI = 8; 4" HMA Overlay

C&G REPLACEMENT on East Side from W. Perkins Ave. to Frontage Rd

ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QUANTITY	COST PER UNIT	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE	L.S.	1	\$ 100,000.00	\$ 100,000.00
2	COLD PLANE 3" EXISTING AC SURFACE AND HAUL OFF SITE, PROOF ROLL SUBGRADE	S.F.	135,699	\$ 0.38	\$ 51,566.00
3	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	132	\$ 70.00	\$ 9,240.00
4	TYPE "A" HOT MIX ASPHALT	TON	3,606	\$ 90.00	\$ 324,540.00
5	INSTALL CASE A CURB RAMP	EA.	5	\$ 2,500.00	\$ 12,500.00
6	INSTALL CASE B CURB RAMP	EA.	6	\$ 2,500.00	\$ 15,000.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	2,465	\$ 30.00	\$ 73,950.00
8	INSTALL 4" THICK SIDEWALK (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	977	\$ 10.00	\$ 9,770.00
9	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	2,880	\$ 15.00	\$ 43,200.00
10	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	251	\$ 11.00	\$ 2,761.00
11	ADJUST SEWER MANHOLE TO GRADE	EA.	5	\$ 1,750.00	\$ 8,750.00
12	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	6	\$ 1,500.00	\$ 9,000.00
13	INSTALL 12" SOLID YELLOW STRIPE (CROSS WALK & ISLAND) - THERMOPLASTIC	L.F.	155	\$ 5.00	\$ 775.00
14	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	150	\$ 5.00	\$ 750.00
15	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	450	\$ 3.25	\$ 1,463.00
16	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2,300	\$ 1.50	\$ 3,450.00
17	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	132	\$ 25.00	\$ 3,300.00
18	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"X36")	EA.	4	\$ 3,000.00	\$ 12,000.00
19	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00
20	QUALITY CONTROL PROGRAM	L.S.	1	\$ 15,000.00	\$ 15,000.00
21	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00
22	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00

UPDATED: 08/04/21

BY: JMP

Construction Subtotal: \$ 746,115.00

Contingency (10%): \$ 74,612.00

Construction Total: \$ 820,727.00

MEMORANDUM
CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: August 12, 2021

SUBJECT: Report, Discuss and Consider Approval of City of McFarland Facility Use Agreement, Policies and Rates, Per Councilmember Ayon

RECOMMEND:

Staff recommends that City Council approve the City of McFarland Facility Use Agreement, Policies and Rates.

DISCUSSION:

The City of McFarland owns and operates the following public facilities: Veteran's Hall, Jim White Blanco Park, Munoz Park and Kern Ave Gazebo.

The current rental charges for the Veteran's Hall are listed below and include a total of four (4) hours free of charge for the set up and clean up; tables and chairs are available for use free of charge.

Veterans Hall (Pricing Now) (Capacity 350 Assembly and 150 Dinning)		
	McFarland Resident	Non-Resident
Deposit – (Refundable 10 days after event, only if hall was left clean and no damages)	\$350.00	\$350.00
Renter's Fee (Minimum of 2hrs)		
Hourly- (First 6 hrs.)	\$50.00	\$50.00
Hourly (After 6hrs.)	\$30.00	\$30.00
Kitchen Deposit	\$150.00	\$150.00 Non-refundable
Insurance	\$1 Million	\$1 Million
Insurance w/Alcohol	\$2 Million	\$2 Million
Security per 50 people (only serving alcohol)	\$20.61	\$20.61

Staff recommends that city council to remove all security options provided by the city. City recommends renter to provide third party license/insured security. In addition, staff recommends a flat fee for the hall. Staff also recommends the pricing below for renters.

Veterans Hall (Pricing Recommendation) (Capacity 350 Assembly and 150 Dinning)		
	McFarland Resident	Non-Resident
Deposit – (Refundable 10 days after event, only if hall was left clean, no damages, and inspected by City Staff)	\$350.00	\$450.00
Renter's Fee		
First six (6) hrs.	\$300.00	\$400.00
Hourly (After 6hrs.)	\$30.00	\$40.00
Kitchen Fee	\$150.00	\$150.00 Non-refundable
Insurance	\$1 Million	\$1 Million
Insurance w/Alcohol	\$2 Million	\$2 Million
Security per 50 people (only serving alcohol). Security per 100 people (non-alcohol).	Licensed Security must be provided by Renter.	Licensed Security must be provided by Renter

On September 1, 2021, the city will be taking over the maintenance and operations of Jim White Blanco Park and Munoz Park. The staff is seeking direction from council on possibly adopting the proposed fees below to be consistent with McFarland Recreation and Park District and surrounding areas.

City of McFarland			
Jim White Park, Muñoz Park, Gazebos	FEE	Deposit	Insurance Required
Sport Field - 2 Hour Minimum Soccer and/or Softball Field	\$30 1 st hour/\$15 additional per hour	\$100.00	Yes
Parking Lot Event	\$150.00 Per Day	\$100.00	Yes
Tournaments	\$200.00 Per Day	\$100.00	Yes
Shelter/Gazebo Rental	\$30.00 Per Day	\$100.00	Yes

FISCAL IMPACTS:

Approving the Facility Use Agreement and Rental Fees will have an impact on the operating budget for the city owned facilities.

ATTACHMENTS:

- City of McFarland Facility Use Agreement



CITY OF MCFARLAND FACILITY USE AGREEMENT

It is the City of McFarland's desire that all patrons who periodically use a City of McFarland building, room, land, field, area, or other City property (the "FACILITY") are able to enjoy the facility. This AGREEMENT has been set in place to achieve that goal.

The person signing this AGREEMENT and the organization on whose behalf the Facility rental is being made (collectively the "RENTER") are responsible for compliance with this AGREEMENT. All RENTERS are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out FACILITY, RENTER, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION – please circle facility requesting:

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

Veteran's Hall Kitchen
103 W. Sherwood Ave
McFarland, CA 93250

Kern Avenue Gazebo
W. Kern Avenue
McFarland, CA 93250

Jim White Blanco Park
East Sherwood Avenue
McFarland, CA 93250

Soccer Field

Picnic Table

Gazebo

Baseball Field

Softball Field

2. RENTER INFORMATION

Contact Name: _____

Organization: _____

Main phone: _____ Other phone: _____

Address, City, State, Zip: _____

Email: _____

Security Deposit/Refund made payable to: _____

Address, City, State, Zip: _____

3. EVENT INFORMATION

Date of event: _____

Open to the public? Yes No

Set Up Begin: ____a.m. / p.m.

Will minors be present? Yes No

Time event begins: ____a.m. / p.m.

Admission fee charged? Yes No

Time event ends: _____a.m. / p.m.

Will there be music? Yes No

Clean Up Time: _____a.m. / p.m.

Type of music: _____

Description of Event:

Will food be served? Yes No

Will food be sold? Yes No

Will alcohol be served? Yes No

Will alcohol be sold? Yes No

Estimated attendance: _____

Name of representative: _____

[CONDITIONS OF USE FOLLOW]

CONDITIONS OF USE

A. GROUP PRIORITY RATING

- I. An individual or group seeking permission to utilize the Facilities will be classified in one of the following priority groups. These classifications are used to establish 1) priority of use, 2) applicability of a fee, and 3) amount of the fee, if any.

The priority groups are as follows:

- Group A - Activities conducted and or sponsored by the City
- Group B - Activities conducted by governmental agencies
- Group C - Non-profit service organizations or organizations sponsoring a public forum or candidate's night
- Group D - Private events, i.e.: wedding, anniversary, birthday, work parties, and faith-based organizations.

Priority for use of the facility will be in alphabetical sequence, with Group A applicants receiving highest priority and Group D applicants the lowest priority.

RENTER shall be classified and assigned a Group in accordance with the definition and priority rankings set forth in the section titled Group Priority Rating.

B. RESERVATIONS

- I. RENTER desirous of a FACILITY should make reservations well in advance of the intended date of use because demand for facilities may be high and dates may fill quickly. Reservation made within 30 days of the rental date must be paid in full by cash or credit card; check will not be accepted.
- II. A FACILITY is not considered rented until (1) RENTER submits the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of McFarland; and (2) the City of McFarland, in its sole discretion, approves such rental in writing.
- III. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this AGREEMENT.
- IV. RENTER shall provide the City of McFarland Manager or his/her designee with a single contact who is to serve as the representative for RENTER's activities.
- V. RENTER shall be responsible for securing all required permits and licenses.
- VI. The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted
- VII. RENTER shall not use the City of McFarland's name to suggest endorsement or sponsorship of the event without prior written approval of the City of McFarland's Manager or his/her designee. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring

organization or individual.

- VIII.** RENTER shall permit any City of McFarland officers, employees, or agents to visit the event described in this AGREEMENT.
- IX.** RENTER shall be responsible for picking up the keys to the FACILITY, if any, from the City of McFarland prior to the event. RENTER shall return keys immediately following the event to the City of McFarland.
- X.** Under no circumstances shall RENTER sublease or allow any other organization or individual to use the FACILITY for the period for which RENTER has contracted. RENTER is an independent contractor and not the agent or employee of the City of McFarland.
- XI.** The City Manager shall have the authority to cancel or postpone use of the FACILITY if such action is deemed necessary by the City of McFarland. Whenever possible, a twenty-four-hour notice will be given to the RENTER.
- XII.** Cancellations or changes to the AGREEMENT must be submitted in writing from the RENTER.
- XIII.** Refunds are not available for early departure from a scheduled event.
- XIV.** Cancellation refunds will be processed within forty-eight (48) hours upon submission of the written cancellation. Please allow four to six weeks for the Finance Department to process and mail.
- XV.** Reservation cancellation charges are processed as follows:
 - a.** 61 days or more before the event will result in City's retention of 50% of the security deposit rental fee
 - b.** 31 to 60 days before the event will result in City's retention of 50% of the required rental fee
 - c.** 30 days before the event will result in retention of the full amount of the room rental

C. FEES/CANCELLATIONS/REFUNDS

- I.** The City of McFarland requires 50% of the rental fee and/or a deposit from RENTER. If the rental is 30 days or less from the date the Application is submitted to the City, the rental fees are due in cash or credit only.
- II.** Any person or agency holding a reservation for the use of City of McFarland facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the FACILITY.
- III.** The City of McFarland may charge an additional rental rate for any event continuing past the ending time stated in this AGREEMENT.
- IV.** RENTER is responsible for any lost keys, and any costs that the City of McFarland might incur to replace and/or re-key the FACILITY.
- V.** In the event the FACILITY is left damaged, RENTER shall be charged for any and all

janitorial and/or repair fees incurred by the City of McFarland as a result of same and these fees shall be billed to RENTER.

- VI. Activities other than meetings require a \$100 security/cleaning deposit that must be paid at the time of reservation.

D. INDEMNIFICATION AND INSURANCE

- I. RENTER shall indemnify, defend, and hold harmless the City of McFarland, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of McFarland, its officers, employees, or agents.

- II. **General liability insurance.** RENTER 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 \$1,000,000 per occurrence, \$2,000,000 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of McFarland, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FA. RENTER shall file certificates of such insurance with the City of McFarland, which shall be endorsed to provide thirty (30) days notice to the City of McFarland of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of McFarland may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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 RENTER maintains higher limits than the minimums shown above, the City of McFarland requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of McFarland.

- III. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the City of McFarland's facilities and adjoining property to the City of McFarland Manager or his/her designee, in writing and as soon as practicable.

- IV. RENTER waives any right of recovery against the City of McFarland, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of “acts of God” to the City of McFarland, its officers, employees, or agents.
- V. RENTER waives any right of recovery against the City of McFarland, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER’s use or occupancy of the FACILITY and adjoining property, even if the City of McFarland, its officers, employees, or agents seek recovery against RENTER.

E. ALCOHOLIC BEVERAGE USE AND SERVICE

- I. The use of alcohol in the Facility is exclusively by written permission in advance and must comply with applicable law and provisions of this Policy. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the facility use permit for any event.
 - a. “Alcohol use” refers to any beverage that contains any amount of alcohol.
 - b. Security is required to be present at all events at which alcohol is served. Cost of the security is the responsibility of the user.
 - c. Alcohol shall not be served to minors. The user’s failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees.
 - d. Permission to serve alcohol shall not be granted for any event where a majority (50% plus one) of guests in attendance will be under the age of 21.
 - e. Alcohol may not be served or consumed in the parking lot.
- II. License Requirements (when alcohol is to be sold)
 - a. No sales or requests for donations for alcohol are permitted without a license from the State Alcoholic Beverage Control Board (ABC).
 - State Alcoholic Beverage Control Board is located at 4800 Stockdale Highway, Suite 213, Bakersfield, CA 93309. Their telephone number is (661) 395-2731.
 - b. A copy of your contract must be furnished to ABC when applying for this license.
 - c. A copy of the ABC license must be furnished to the City a minimum of seven (7) working days prior to the event and posted in plain view near the bar or where alcohol is being served.
 - d. A one-day alcoholic beverage permit can only be issued to a non-profit organization and only if the proceeds are going back to the non-profit organization.
- III. Private parties shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License (Type 47 or 48), which enables the caterer to sell beer, wine and/or distilled spirits (hard liquor). If the caterer does not have this license the private party cannot sell alcohol, NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.
- IV. The service of alcohol at any event is limited to a maximum of five (5) consecutive hours. Serving of any alcoholic beverage must end one (1) hour before the close of the event.
- V. All alcohol must be distributed by a server from behind a table or bar, which must be monitored by the server at all times. The server(s) must be an adult, over the age of 21 who is to be

responsible for ensuring that no minors are served and that no guests are over-served. The server may not consume alcohol while on duty.

- VI.** The service of alcohol requires an additional deposit of \$.

F. SECURITY

- I.** The City of McFarland, at its sole discretion, may require a certain number of security officers for the event. RENTER shall be responsible for procuring and paying for security officers through the City of McFarland or a private security agency.
- II.** RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The City of McFarland is not responsible for providing this supervision. However, the City of McFarland may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

G. SET UP / CLEAN UP / DECORATIONS

- I.** RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the FACILITY prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit of the FACILITY.
- II.** RENTER shall not prepare or decorate the FACILITY prior to the rental start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- III.** RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
- IV.** RENTER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. RENTER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. RENTER shall also leave all fixtures, if any, in good working condition.
- V.** RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the City of McFarland Manager or his/her designee.
- VI.** RENTER shall be responsible for any and all damage to the FACILITY and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of McFarland as a result. Any damage or breakage to the building or equipment must be reported immediately to the City of McFarland.

- VII.** If applicant chooses to rent equipment (tables, chairs, etc.) site Staff are not responsible for set-up or tear down of rented equipment.

H. EQUIPMENT / ACCESSORIES

- I.** RENTER shall not remove, relocate, or take City of McFarland property outside of the FACILITY for any reason without the prior written approval of the City of McFarland Manager or his/her designee.
- II.** RENTER shall not use City of McFarland equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the City of McFarland Manager or his/her designee.
- III.** RENTER shall not drive motorized vehicles on field or green space.
- IV.** The City of McFarland does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the FACILITY for their use.
- V.** RENTER shall secure the approval of the City of McFarland before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of McFarland Manager or his/her designee.

I. MISCELLANEOUS

- I.** RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
- II.** RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
- III.** Gambling of any kind is not permitted at the FACILITY.
- IV.** Smoking is not permitted at all FACILITIES.
- V.** No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
- VI.** If RENTER violates any part of this AGREEMENT or reports false information to the City of McFarland, we may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.
- VII.** The City of McFarland may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

- VIII.** Any person aggrieved by the City of McFarland's decision with respect to this AGREEMENT may appeal to the City of McFarland Manager or his/her designee in writing no later than five (5) days after the City of McFarland's decision has been communicated to the aggrieved party.
- IX.** If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- X.** The Police Chief, City Manager, or Community Development Director may close the FACILITY and or cancel rental reservations in the event of hazardous weather conditions, fire hazards, and fire in the area. Whenever possible, a 24-hour notice will be given. Please observe and obey all posted fire closings.
- XI.** All applications by McFarland Schools, groups and or clubs must be approved by the McFarland Unified School District Superintendent.

[SIGNATURE PAGE FOLLOWS]

IMPORTANT

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and the attached specific facility regulations and agree to all of the aforementioned rules, regulations, and conditions of use.

Date: _____ Signature: _____

Print name: _____

Organization: _____

----- **CITY OF MCFARLAND USE ONLY** -----

Date Application Received: _____ Permit # _____ Date Distributed: _____

TYPE OF USER GROUP: Priority A: _____ Priority B: _____ Priority C: _____ Priority D: _____

Tax ID Number / Business License Number: _____

Facility Fee (1)	_____	\$	_____		
Facility Fee (2)	_____	\$	_____		
Additional Hours	_____	\$	_____		
Event Staff Recovery Fee	_____	\$	_____	_____ Staff X \$ _____ per hour X _____ hours	
Security Guard(s)	_____	\$	_____	_____ Guard(s) X \$ _____ per hour X _____ hours	
Kitchen	_____	\$	_____		
Maintenance Fee	_____	\$	_____		
Electricity/Other	_____	\$	_____		
Total Facility Fees	_____	\$	_____		
Security Deposit	_____	\$	_____		
Total Amount Due	_____	\$	_____	Due By: _____	

Payment 1: _____ Balance: _____ Receipt #: _____

Payment 2: _____ Balance: _____ Receipt #: _____

City Approval

Date

**Send Payment to: City of McFarland
401 W Kern Ave
McFarland, CA 93250**

**Checks payable to the
City of McFarland**

HALL RENTAL

	MCFARLAND	DELANO/CIVIC	DELANO/JEFFERSON	WASCO	SHAFTER
DEPOSIT	\$ 350.00	\$ 150.00	\$ 500.00	\$ 400.00	\$ 350.00
RENTER'S FEE	\$50 1st 4 hrs ~~300~~ 430	\$ 200.00	\$ 650.00	\$ 550.00	\$ 300.00
HOURLY	\$ 50.00	\$ 30		\$ 50.00	\$ 50.00
KITCHEN	\$ 150.00			\$ 50.00	\$ 50.00
INSURANCE	\$ 1 million	\$ 1 million	\$ 1 million	\$ 1 million	\$ 1 million
INSURANCE W/ALCOHOL	\$ 2 million	\$ 2 million	\$ 2 million	\$ 2 million	\$ 2 million
SECURITY	\$20.61			\$ 25.00	\$26.63

McFarland Parks & Rec District		
Sports Field	In District	Out of District
Browning Road	30.00 1 st hour/ 15.00 additional per hour	35.00 1 st hour
Browning Road (Field Only)	20.00 per game	30.00 per game
Mouser Ballfield	30.00 1 st hour/15.00 additional hour	35.00 1 st hour/20.00 additional hour
TOURNAMENTS		
Mouser Field / Browning Road Field	150.00 Daily	185.00 Daily
Park Shelter/Gazebo	25.00 /200.00 deposit	30.00/200.00 deposit

Delano Park & Recreation			
Soccer Park 2 Hour Minimum	FEE	Deposit	Insurance Required
Adult Per Hour	20.00	100.00	Yes
Youth Per Hour	10.00	100.00	Yes
Tournament Per Event		100.00	Yes
Parking lot per vehicle	2.00		
Softball Fields			
Chavez Per Hour	20.00	N/A	Yes
Morningside Per Hour	20.00	N/A	Yes
Jefferson Per Hour	20.00	N/A	Yes
Chavez + Lights Per Hour	50.00	N/A	Yes
Jefferson + Lights Per Hour	50.00	N/A	Yes
Park Shelter Rental			
Shelter/Gazebo	50.00	N/A	N/A
Cecil Park Stage & Electricity	75.00	N/A	N/A

Wasco Recreation and Parks		
	FEE	Deposit
Park Shelter	40.00 Per Day	40.00
Sports Field	50.00 Per 3 Hours	

Shafter Parks & Recreation		
	Shafter Residents	Non-Shafter Residents
Covered Spaces/Gazebo	30.00 2 Hour Minimum Rental Fee 25.00 3 Hours 30.00 4 Hour Maximum	40.00 2 Hour Minimum Rental Fee 50.00 3 Hours 60.00 4 Hour Maximum
Open/Non-Covered Spaces	20.00 2 Hour Minimum Rental Fee 25.00 3 Hours 30.00 4 Hour Maximum	40.00 2 Hour Minimum Rental Fee 50.00 3 Hours 60.00 4 Hour Maximum
Sports Field	20.00 4 Hour Minimum Rental Fee 5.00 Additional Hour 40.00 8 Hour Maximum 10.00 Light Fee Per Hour	40.00 4 Hour Minimum Rental Fee 10.00 Additional Hour 80.00 8 Hour Maximum 20.00 Lighting Fee Per Hour

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

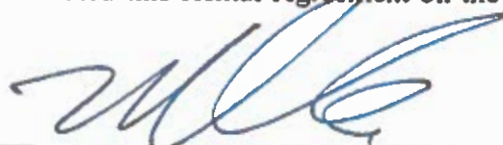
14. If any provision of this Rental Agreement shall be determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Rental Agreement and all such other provisions shall remain in full force and effect.

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

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

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

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



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

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

By: _____
Name:
Its:

MEMORANDUM
CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: August 12, 2021

SUBJECT: Report, Discuss and Consider Approval of License Agreement for Use of Veteran's Hall for McFarland Greater Chamber of Commerce

RECOMMEND:

Staff recommends that City Council grant McFarland Greater Chamber of Commerce (MGCC) a non-exclusive license agreement to occupy a portion of the Veteran's Hall premises and authorize the Mayor to execute.

DISCUSSION:

The McFarland Greater Chamber of Commerce contributions with respect to the community, including, but not limited to serving our local businesses by providing free small business financial/resources workshops, grants, awarding scholarships to the youth, food drive-thru events, Christmas food baskets, festivals, and other events.

The MGCC mission is to create and promote a climate where businesses can operate in a productive and profitable manner. MGCC primary goal is to assist local businesses grow, guide positive economic growth and focused on the needs of the business community. The Chamber is non-profit 501 (c) (3), that is ran by a group of dedicated volunteers who are residents and business owners that are giving of their time and talent to help local businesses prosper in our community.

During the COVID 19 Pandemic, the McFarland Greater Chamber of Commerce provided approximately \$10,000 dollars in grant/financial assistance to our local businesses that have been severely impacted by COVID-19 such as Barbershops, Beauty Salons, flower shops and Restaurants. The goal was to mitigate/prevent the closure of any local businesses, which is a major component of the wider issue of our city's revenue as well afflicting our community.

The approval of this agreement will ensure the McFarland Greater Chamber of Commerce has an office, where it can continue to operate, grow, and provide the resources needed by our local business community.

FISCAL IMPACTS:

Approving the license agreement will have an impact on the operating budget for the Veteran's Hall.

ATTACHMENTS:

License Agreement



LICENSE AGREEMENT CONCERNING THE VETERAN'S COMMUNITY HALL IN THE CITY OF MCFARLAND, CALIFORNIA

This agreement ("Agreement") is made by and between the City of McFarland, a municipal corporation in the County of Kern, State of California (hereinafter "City" or "Licensor") and the *McFarland Greater Chamber of Commerce* (hereinafter "MGCC" or "Licensee").

RECITALS

WHEREAS, the City is the owner of real property located at 103 W. Sherwood Avenue, McFarland, CA 93250, more commonly known as the McFarland Veteran's Community Center (the "Premises"); and

WHEREAS, the City desires to grant MGCC a non-exclusive license to occupy a portion of the Premises, which is more particularly described as: Northside Office, which is illustrated and designated on the "Premises Map" attached to this Lease as Attachment No. 1, and incorporated herein by reference, subject to the terms and conditions stated herein; and

WHEREAS, the City recognizes MGCC's past contribution with respect to the community, including, but not limited to serving the local businesses by providing free small business financial workshops, grants, awarding scholarships to the youth, food drive-thru events, Christmas food baskets, festivals, and parades.

NOW, THEREFORE, in consideration of the foregoing and of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1.

Recitals. The foregoing recitals are incorporated into this Agreement.

SECTION 2

Non-Exclusive Use. The City hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and, conditions herein, for the purpose of holding membership meetings and related activities (fund raising) on the second Tuesday of each month from 12 noon to 1:30pm or at 5pm to 7pm.

NOTWITHSTANDING THIS PROVISION, THE CITY CAN SCHEDULE USE OF THE PREMISES FOR ITS OWN USE AT TIMES OTHER THAN THE REGULARLY SCHEDULED MEETING DATES OF LICENSEE.

Any and all prior understandings and agreements, whether written or oral, between the City and Licensee with respect to the Premises are hereby superseded by this Agreement.

SECTION 3

Term. This license shall commence when this Agreement is executed by both parties hereto ("Effective Date") and shall continue until December 31, 2023. The license shall automatically renew for one (1) year periods unless written notice is provided by either party 30 days prior to expiration of the term.

Notwithstanding the forgoing, the City may terminate this License at any time by giving thirty (30) days' written notice to Licensee. At the expiration, or upon earlier termination of this License, Licensee shall immediately cease use of the Premises.

SECTION 4

Consideration. As consideration for the License to use the Premises pursuant to the terms and conditions of this Agreement, Licensee agrees to provide the following services to the City:

- a. Appoint a member(s) of Licensee to assist with cleaning and maintaining (i.e., restrooms, windows, emptying trash) the Premises once a month. The city will provide the Licensee the cleaning supplies and tools.

SECTION 5

Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, Agreements, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

SECTION 6

Transfer or Assignment. This License is personal to Licensee and not subject to unilateral transfer by Licensee. Any attempt to transfer or assign this license without the express written consent of Licensor shall result in the immediate termination of the License Agreement.

SECTION 7

Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations in its use of the Premises.

SECTION 8

No Interference. Licensee shall not interfere with the normal operation and activities of the City at the Premises. Licensee shall conduct its activities on the Premises so as to minimize damage to the Premises and inconvenience to the City, its agents, employees and invitees.

SECTION 9

Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to the City's infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall at its sole cost and expense repair and restore the Premises and Property to their original condition as existed prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform any and all such repairs and restoration required hereunder by the City within 10 days of written demand to complete or effectuate such repairs. In the event that repair and restoration is performed following the termination of this License, the Licensee's Indemnity and Insurance obligations in paragraphs 11 and 12 shall continue until those obligations are satisfied.

SECTION 10

Alteration in Writing. No alteration or variation of this License shall be valid unless made in writing and signed by the City and Licensee. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License.

SECTION 11

Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

TO CITY: City of McFarland
 401 West Kern Avenue
 McFarland, CA 93250
 Attention: City Manager

TO LICENSEE: McFarland Greater Chamber of Commerce
 P.O. Box 355
 McFarland, CA 93250

Attn: President

or to such other further address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the second business day after mailing by United States certified mail, return receipt requested, postage prepaid,, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with federal Express or other similar overnight courier system, (iv) 24 hours after facsimile transmittal with confirmation of receipt, or (v) email.

SECTION 12

Insurance. Without limiting the Licensee's indemnification of the City, the Licensee shall provide and maintain at its own expense insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the City and evidence of such programs satisfactory to the City shall be delivered to the City on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any notification or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by the City, and shall name the City as an additional insured, and shall include, but not be limited to: Comprehensive General Liability insurance endorsed for Premises-Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

SECTION 13

Indemnification. Licensee shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, costs, expenses, or liabilities (collectively "claims") arising out of or in any way connected with this license, including, without limitation, claims for loss of damage to property, or for death or injuries to any person or persons.

SECTION 14

Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against the City's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed and shall not unreasonably delay in its efforts to remove and/or satisfy such liens.

SECTION 15

Operational Responsibilities. During the term of this license, in addition to the terms and conditions stated elsewhere in this Agreement, Licensee shall be responsible to:

1. Use the Premises for the purpose of holding meetings on the second (2nd) Tuesday each month between the hours of 12:00 noon to 1:30pm or 5:00 pm to 7:00pm;
2. Use the Premises for the purpose of holding Special Meetings, fundraiser and events (i.e. National Day of Prayer; Business Gala Award Ceremony; and Small Business Workshops) with prior city approval;
3. Comply with the terms and conditions set forth in this Agreement;
4. Comply with and abide by all applicable rules and regulations required by the City;

5. Comply with all applicable local, state and federal ordinances, laws and regulations and, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities on the Premises;
6. Maintain the Premises in a clean and sanitary condition;
7. Conduct the activities permitted herein in a courteous and non-profane manner and remove any agent, servant or employee who fails to do so;
8. Assume the risk of loss, damage or destruction due to theft, fire and casualty of any and all fixtures and personal property belonging to the Licensee that are installed or placed upon or within the Premises;
9. Repair any and all damage to the Premises caused by or arising out of the Licensee's use of the Premises;
10. Permit the City and/or its authorized representatives to enter the Premises at any time during business hours for the purpose of determining whether the Licensee is in compliance with the terms and conditions of this Agreement;
11. Prohibit permanent signs or matter to be displayed upon or within the Premises. Temporary banners to be display for a function.
12. Permit the MGCC to use the Veteran's Marquee Sign to promote community functions.

SECTION 16

Utilities and Services. The City shall be responsible for all utilities and services in connection with the Premises to include electricity, water, sewer and solid waste service.

SECTION 17

Taxes. Licensee shall be responsible for any and all taxes associated with the Premises to include (if applicable) real estate taxes as well as any personal property taxes or other charges which may be levied against the Premises which are attributable to Licensee's use of the Premises or personal property kept at the Premises.

SECTION 18

Access by City to the Premises. In addition to the City's general rights to use the Premises as stated in Section 2 above. Licensee shall permit the City or its agents to enter the Premises at all reasonable hours to inspect the Premises or make repairs.

SECTION 19

Dangerous Materials. Licensee shall not keep or have on the Premises any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of first on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the City is obtained, and proof of adequate insurance protection is provided by Licensee to the City.

SECTION 20

Compliance with Regulations. Licensee shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the first insurance underwriters. However, Licensee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

SECTION 21

Governing Law This Agreement shall be construed in accordance with the laws of the State of California.

SECTION 22

Entire Agreement/Amendment This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 23

Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

SECTION 24

Waiver. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 25

Binding Effect. The provision of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SECTION 26

Attorney Fees. In the event any party to this Agreement incurs attorney fees as the result of a default of the other party, the non-defaulting party shall be entitled to recover from the defaulting party, all of its reasonable costs to include reasonable attorney fees as a result of such default.

SECTION 27

Covenants And Conditions; Construction of Agreement. All provisions of this Agreement to be observed or performed by Licensee are both covenants and conditions. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

SECTION 28

Waiver Of Jury Trial; Binding Arbitration. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ANY AND ALL PAST, PRESENT AND FUTURE ACCOUNTS, ACTIONS, AGREEMENTS, CAUSES OF ACTION, CLAIMS, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND DISBURSEMENTS), DAMAGES, DEBTS, DEMANDS, LIABILITIES, LOSSES, OBLIGATIONS, OR RECKONINGS OF ANY KIND OR NATURE WHATSOEVER, FOR COMPENSATORY OR EXEMPLARY AND PUNITIVE DAMAGES, OR DECLARATORY, EQUITABLE OR INJUNCTIVE RELIEF, WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORIES OF RECOVERY PROVIDED FOR BY THE COMMON OR STATUTORY LAW, ASCERTAINED OR UNASCERTAINED, KNOWN OR UNKNOWN, PATENT OR LATENT, SUSPECTED OR CLAIMED, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PREMISES.

BINDING ARBITRATION. THE PARTIES HERETO EXPRESSLY AGREE AND CONSENT TO BINDING ARBITRATION. THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND CLAIMS OF ANY TYPE INCLUDING DAMAGES, SHALL BE RESOLVED IN BAKERSFIELD, CALIFORNIA BY BINDING ARBITRATION PURSUANT TO THE CALIFORNIA ARBITRATION ACT, CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1280, ET SEQ., INCLUDING THE DISCOVERY RIGHTS OF SECTION 1283.05. THE PARTIES SHALL JOINTLY SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS FOLLOWING SERVICE OF "NOTICE OF CLAIM" BY ANY PARTY TO THIS AGREEMENT. IF AGREEMENT ON THE ARBITRATOR IS NOT REACHED WITHIN SAID PERIOD, THEN SUCH ARBITRATOR SHALL BE APPOINTED BY THE PRESIDING JUDGE FOR THE KERN COUNTY SUPERIOR COURT.

City Initials: _____

Licensee Initials: _____

SECTION 29

AMERICANS WITH DISABILITIES ACT. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Licensee's specific use of the Premises, City makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation as those requirements relate to the Licensee's specific use of the Premises. In the event that Licensee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Licensee agrees to make any such necessary modifications and/or additions at Licensee's expense.

CITY AND LICENSEE HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND LICENSEE WITH RESPECT TO THE PREMISES.

ATTENTION: THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE.**

[Signature Page Follows]

The parties hereto have executed this License Agreement at the place and on the dates specified above their respective signatures.

Executed at: _____

Executed at: _____

on: _____

on: _____

By **CITY:**

By **LICENSEE:**

City of McFarland

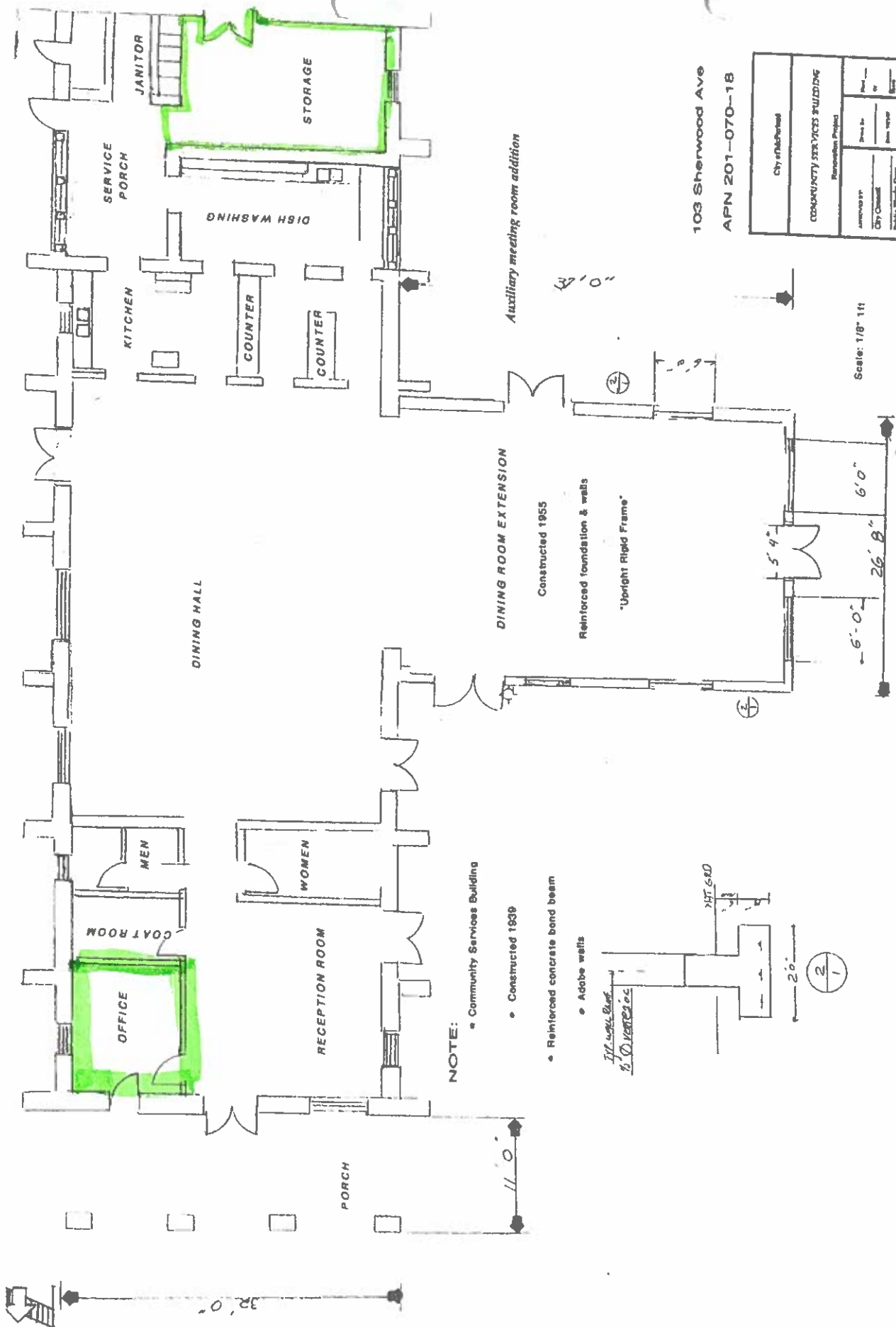
**McFarland Greater Chamber of
Commerce**

By: _____
Sally Gonzalez, Mayor

By: _____
Its: President

By: _____
Its: Secretary

ATTACHMENT NO. 1



MEMORANDUM
CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: August 12, 2021

SUBJECT: Report, Discuss and Consider Approval of License Agreement for Use of Veteran's Hall for McFarland Lions Club

RECOMMEND:

Staff recommends that City Council grant McFarland Lions Club a non-exclusive license agreement to occupy a portion of the Veteran's Hall premises and authorize the Mayor to execute.

DISCUSSION:

The McFarland Lions Club is a non-profit community service club that has been part of our community since 1945; its contributions with respect to the community, include, but not limited to serving the community's youth, awarding scholarships, assisting the McFarland Police Department, Annual Veterans Celebration dinner, city beautification program, community festivals and other events.

These community projects support our environment, local children, senior residents, and schools through scholarships, recreation, and mentoring. The Leo Program provides McFarland youth an opportunity for personal development through volunteering.

The approval of this agreement will ensure the McFarland Lions has a meeting/storage location, where they can continue to "SERVE" and meet the needs that challenge our local community.

FISCAL IMPACTS:

Approving the license agreement will have an impact on the operating budget for the Veteran's Hall.

ATTACHMENTS:

- License Agreement



LICENSE AGREEMENT CONCERNING THE VETERAN'S COMMUNITY HALL IN THE CITY OF MCFARLAND, CALIFORNIA

This agreement ("Agreement") is made by and between the City of McFarland, a municipal corporation in the County of Kern, State of California (hereinafter "City" or "Licensor") and the Mc (hereinafter "MLC" or "Licensee").

RECITALS

WHEREAS, the City is the owner of real property located at 103 W Sherwood Avenue, McFarland, CA 93250, more commonly known as the McFarland Veteran's Community Center (the "Premises"); and

WHEREAS, the City desires to grant MLC a non-exclusive license to occupy a portion of the Premises, which is more particularly described as: Storage Room, which is illustrated and designated on the "Premises Map" attached to this License as Attachment No. 1, and incorporated herein by reference, subject to the terms and conditions stated herein; and

WHEREAS the City recognizes MLC's past contribution with respect to the community, including, but not limited to serving the community's youth, awarding scholarships, city beautification program, community festivals and other events.

NOW, THEREFORE, in consideration of the foregoing and of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1.

Recitals. The foregoing recitals are incorporated into this Agreement.

SECTION 2

Non-Exclusive Use. The City hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and, conditions herein, for the purpose of holding membership meetings and related activities (fund raising) on the first (1st) and third (3rd) Thursday of each month from 5:00 pm – 9:00 pm; Tri-tip 1st Saturday of every month (call on Holiday weekend); Special Meetings with approval of City calendar; Pending Leo's Club Meetings Date-Time, School Early Days Off. Various times when needed.

- a. MLC Club has the authority and/or option to repair appliances/facility at Lion's expense without city approval. Such authority is limited to repairs of \$250.00 or less.
- b. MLC will have access to use electronic equipment including Marquee, Wi-Fi, and TV's.

NOTWITHSTANDING THIS PROVISION, THE CITY CAN SCHEDULE USE OF THE PREMISES FOR ITS OWN USE AT TIMES OTHER THAN THE REGULARLY SCHEDULED MEETING DATES OF LICENSEE.

Any and all prior understandings and agreements, whether written or oral, between the City and Licensee with respect to the Premises are hereby superseded by this Agreement.

SECTION 3

Term. This license shall commence when this Agreement is executed by both parties hereto ("Effective Date") and shall continue until December 31, 2023. The license shall automatically renew for one (1) year periods unless written notice is provided by either party 30 days prior to expiration of the term.

Notwithstanding the forgoing, the City may terminate this License at any time by giving thirty (30) days' written notice to Licensee. At the expiration, or upon earlier termination of this License, Licensee shall immediately cease use of the Premises.

SECTION 4

Consideration. As consideration for the License to use the Premises pursuant to the terms and conditions of this Agreement, Licensee agrees to provide the following services to the City:

- c. Appoint member(s) of Licensee to open the Premises and Close the Premises for third parties who have rented the Premises. The City will provide the Licensee with sufficient notice (at least 48 hours) to allow Licensee to coordinate with its appointed member(s) to provide this service. Checklist and training will be provided by the city for private rentals. Subject to Lion's Availability.
- d. Appoint member(s) of Licensee to open the Premises and Close the Premises for the Emergency Cooling Center. The City will provide the Licensee with sufficient notice (at least 24 hours) to allow Licensee to coordinate with its appointed members to provide this service.
- e. Appoint member (s) of Licensee to assist with cleaning of the Premises indoor and outdoor (i.e. emptying trash containers and cleaning windows) at least once a month.

SECTION 5

Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, Agreements, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

SECTION 6

Transfer or Assignment. This License is personal to Licensee and not subject to unilateral transfer by Licensee. Any attempt to transfer or assign this license without the express written consent of Licensor shall result in the immediate termination of the License Agreement.

SECTION 7

Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations in its use of the Premises.

SECTION 8

No Interference. Licensee shall not interfere with the normal operation and activities of the City at the Premises. Licensee shall conduct its activities on the Premises so as to minimize damage to the Premises and inconvenience to the City, its agents, employees and invitees.

SECTION 9

Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to the City's infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall at its sole cost and expense repair and restore the Premises and Property to their original condition as existed prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform any and all such repairs and restoration required hereunder by the City within 10 days of written demand to complete or effectuate such repairs. In the event that repair and restoration is performed following the termination of this License, the Licensee's Indemnity and Insurance obligations in paragraphs 11 and 12 shall continue until those obligations are satisfied.

SECTION 10

Alteration in Writing. No alteration or variation of this License shall be valid unless made in writing and signed by the City and Licensee. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License.

SECTION 11

Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

TO CITY: City of McFarland
 401 West Kern Avenue
 McFarland, CA 93250
 Attention: City Manager

TO LICENSEE: McFarland Lions Club
 P.O. Box 333
 McFarland, CA 93250
 Attn: Club Secretary

or to such other further address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the second business day after mailing by United States certified mail, return receipt requested, postage prepaid,, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with federal Express or other similar overnight courier system, (iv) 24 hours after facsimile transmittal with confirmation of receipt, or (v) email.

SECTION 12

Insurance. Without limiting the Licensee's indemnification of the City, the Licensee shall provide and maintain at its own expense insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the City and evidence of such programs satisfactory to the City shall be delivered to the City on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any notification or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by the City, and shall name the City as an additional insured, and shall include, but not be limited to: Comprehensive General Liability insurance endorsed for Premises-Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

SECTION 13

Indemnification. Licensee shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, costs, expenses, or liabilities (collectively "claims") arising out of or in any way connected with this license, including, without limitation, claims for loss of damage to property, or for death or injuries to any person or persons.

SECTION 14

Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against the City's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed and shall not unreasonably delay in its efforts to remove and/or satisfy such liens.

SECTION 15

Operational Responsibilities. During the term of this license, in addition to the terms and conditions stated elsewhere in this Agreement, Licensee shall be responsible to:

1. Use the Premises for the purpose of holding meetings on the first (1st) and third (3rd) Thursday of each month between the hours of 5:00 pm and 9:00pm; and 1st Saturday of the month, various other activities.

2. Comply with the terms and conditions set forth in this Agreement;
3. Comply with and abide by all applicable rules and regulations required by the City;
4. Comply with all applicable local, state and federal ordinances, laws and regulations and, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities on the Premises;
5. Maintain the Premises in a clean and sanitary condition;
6. Conduct the activities permitted herein in a courteous and non-profane manner and remove any agent, servant or employee who fails to do so;
7. Assume the risk of loss, damage or destruction due to theft, fire and casualty of any and all fixtures and personal property belonging to the Licensee that are installed or placed upon or within the Premises;
8. Repair any and all damage to the Premises caused by or arising out of the Licensee's use of the Premises;
9. Permit the City and/or its authorized representatives to enter the Premises at any time during business hours for the purpose of determining whether the Licensee is in compliance with the terms and conditions of this Agreement;
10. Prohibit permanent signs or matter to be displayed upon or within the Premises.

SECTION 16

Utilities and Services. The City shall be responsible for all utilities and services in connection with the Premises to include electricity, internet, water, sewer, and solid waste service.

SECTION 17

Taxes. Licensee shall be responsible for any and all taxes associated with the Premises to include (if applicable) real estate taxes as well as any personal property taxes or other charges which may be levied against the Premises which are attributable to Licensee's use of the Premises or personal property kept at the Premises.

SECTION 18

Access by City to the Premises. In addition to the City's general rights to use the Premises as stated in Section 2 above. Licensee shall permit the City or its agents to enter the Premises at all reasonable hours to inspect the Premises or make repairs.

SECTION 19

Dangerous Materials. Licensee shall not keep or have on the Premises any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of first on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the City is obtained, and proof of adequate insurance protection is provided by Licensee to the City.

SECTION 20

Compliance with Regulations. Licensee shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the first insurance underwriters. However, Licensee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

SECTION 21

Governing Law This Agreement shall be construed in accordance with the laws of the State of California.

SECTION 22

Entire Agreement/Amendment This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 23

Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

SECTION 24

Waiver. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 25

Binding Effect. The provision of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SECTION 26

Attorney Fees. In the event any party to this Agreement incurs attorney fees as the result of a default of the other party, the non-defaulting party shall be entitled to recover from the defaulting party, all of its reasonable costs to include reasonable attorney fees as a result of such default.

SECTION 27

Covenants And Conditions; Construction of Agreement. All provisions of this Agreement to be observed or performed by Licensee are both covenants and conditions. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

SECTION 28

Waiver Of Jury Trial; Binding Arbitration. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ANY AND ALL PAST, PRESENT AND FUTURE ACCOUNTS, ACTIONS, AGREEMENTS, CAUSES OF ACTION, CLAIMS, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND DISBURSEMENTS), DAMAGES, DEBTS, DEMANDS, LIABILITIES, LOSSES, OBLIGATIONS, OR RECKONINGS OF ANY KIND OR NATURE WHATSOEVER, FOR COMPENSATORY OR EXEMPLARY AND PUNITIVE DAMAGES, OR DECLARATORY, EQUITABLE OR INJUNCTIVE RELIEF, WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORIES OF RECOVERY PROVIDED FOR BY THE COMMON OR STATUTORY LAW, ASCERTAINED OR UNASCERTAINED, KNOWN OR UNKNOWN, PATENT OR LATENT, SUSPECTED OR CLAIMED, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PREMISES.

BINDING ARBITRATION. THE PARTIES HERETO EXPRESSLY AGREE AND CONSENT TO BINDING ARBITRATION. THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND CLAIMS OF ANY TYPE INCLUDING DAMAGES, SHALL BE RESOLVED IN BAKERSFIELD, CALIFORNIA BY BINDING ARBITRATION PURSUANT TO THE CALIFORNIA ARBITRATION ACT, CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1280, ET SEQ., INCLUDING THE DISCOVERY RIGHTS OF SECTION 1283.05. THE PARTIES SHALL JOINTLY SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS FOLLOWING SERVICE OF "NOTICE OF CLAIM" BY ANY PARTY TO THIS AGREEMENT. IF AGREEMENT ON THE ARBITRATOR IS NOT REACHED WITHIN SAID PERIOD, THEN SUCH ARBITRATOR SHALL BE APPOINTED BY THE PRESIDING JUDGE FOR THE KERN COUNTY SUPERIOR COURT.

City Initials: _____

Licensee Initials: _____

SECTION 29

AMERICANS WITH DISABILITIES ACT. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Licensee's specific use of the Premises, City makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation as those requirements relate to the Licensee's specific use of the Premises. In the event that Licensee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Licensee agrees to make any such necessary modifications and/or additions at Licensee's expense.

CITY AND LICENSEE HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND LICENSEE WITH RESPECT TO THE PREMISES.

ATTENTION: THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE.**

[Signature Page Follows]

The parties hereto have executed this License Agreement at the place and on the dates specified above their respective signatures.

Executed at: _____

Executed at: _____

on: _____

on: _____

By **CITY:**

By **LICENSEE:**

City of McFarland

McFarland Lions Club

By: _____

Sally Gonzalez, Mayor

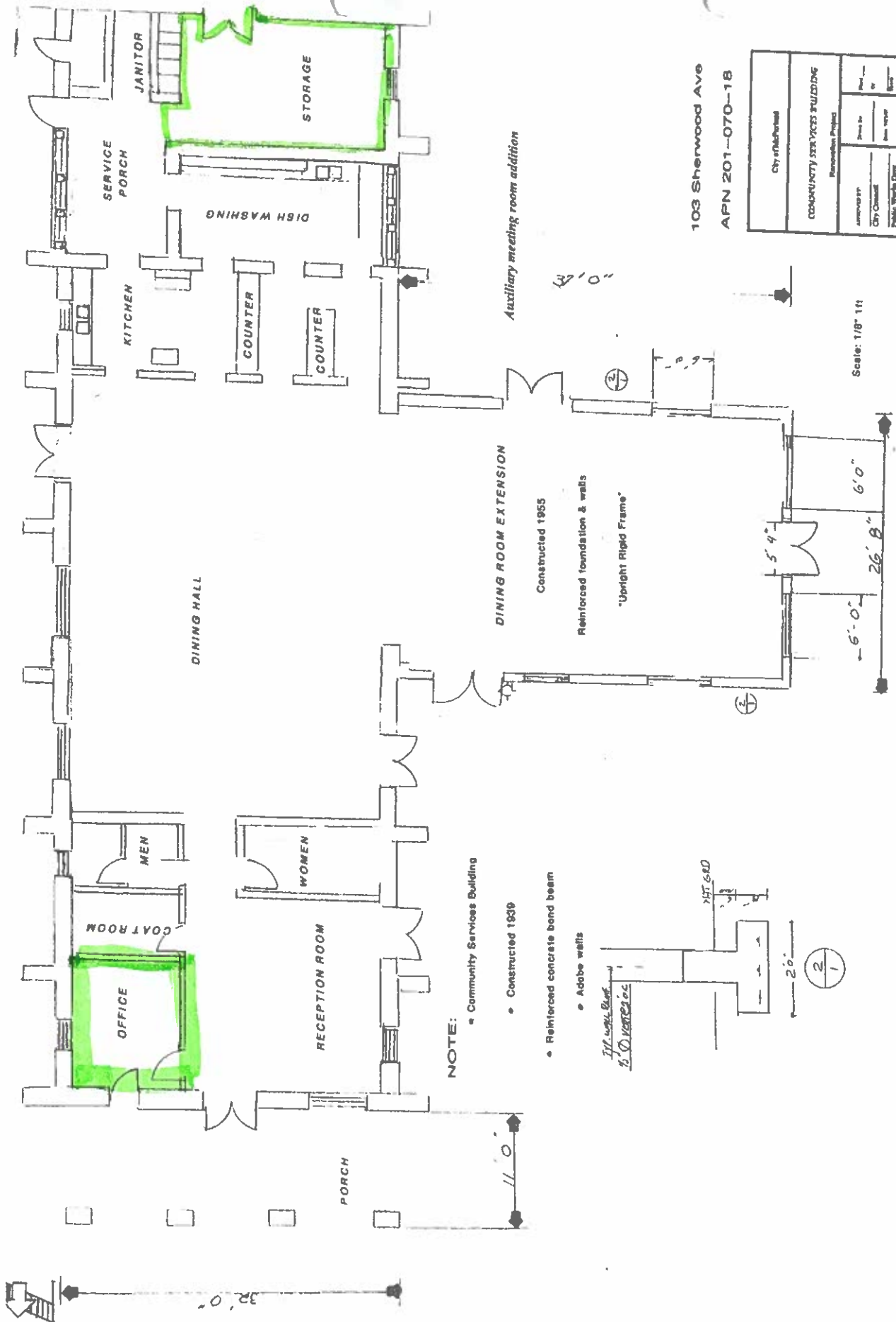
By: _____

Its: Club President

By: _____

Its: Club Secretary

ATTACHMENT NO. 1



MEMORANDUM
CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: August 12, 2021

SUBJECT: Report, Discuss and Consider Approval of Real Property Lease Agreement (103 W. Sherwood Avenue, McFarland, CA 93250) between City of McFarland and Sonrise Baptist Church of Clovis

RECOMMEND:

Staff recommends that City Council provide direction on the monthly rent amount and approve the Lease Agreement between the City of McFarland and Sonrise Baptist Church of Clovis, a California non-profit corporation and authorize the Mayor to execute.

DISCUSSION:

Sonrise Baptist Church of Clovis (CrossPointe) has been part of this community since 2015, its contributions with respect to the community, include, but not limited to serving the community's youth, assisting the McFarland Police Department with community events, back to school events, community festivals and other family events. These community projects support our local children, residents, and schools through financial assistance, recreation, and mentoring.

FISCAL IMPACTS:

Approving the Real Property Lease agreement will have an impact on the operating budget for the Veteran's Hall.

ATTACHMENTS:

Real Property Lease Agreement



REAL PROPERTY LEASE AGREEMENT
(LOCATION: 103 W. Sherwood Avenue, McFarland, CA 93250)

THIS LEASE AGREEMENT (this “Lease”), is made and entered into this ____ day of _____, 2021 (the “Date of this Lease”), by and between the CITY OF MCFARLAND (the “City” or the “Lessor”) and the SONRISE BAPTIST CHURCH OF CLOVIS, a California non-profit corporation (the “Church” or “Lessee”).

WHEREAS, the Lessor owns that real property (the “Premises”), which is illustrated and designated on the “Premises Map” attached to this Lease as Attachment No. 1, and incorporated herein by reference, and is more particularly described in the “Legal Description of the Premises”, attached to this Lease as Attachment No. 2, and incorporated herein by reference; and

WHEREAS, pursuant and subject to the terms and conditions set forth herein, the Lessee shall lease the premises from the Lessor and the Lessor shall lease the Premises to the Lessee in order to accommodate the Lessee’s continued use of the Premises.

NOW, THEREFORE, in consideration of the foregoing and of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

- 1. LEASE OF PREMISES.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the Premises in in an “as-is” condition, in accordance with the following terms and conditions.

The Lease is non-exclusive and is subject to all existing easements, servitudes, licenses and rights-of-way for roads, highways, telephone, and electric power lines and other purposes, whether recorded or not, deed restrictions, and the rights of other lessees and/or authorized users of the Premises.

- 2. USE OF PREMISES.** During the term hereof, the Premises shall be used by Lessee solely for the purpose(s) and at the times described on Attachment No. 3 to this Lease and incorporated herein by reference.
- 3. TERM OF LEASE.** The term of this Lease shall commence on the Date of this Lease (the “Effective Date”) and shall terminate one (1) year thereafter (the “Initial Term”); provided, however, that the Lessor’s City Manager, or his or her designee, shall have the authority to grant extensions in addition to the Initial Term of the Lease in one (1) year increments upon the Lessee first providing a written request to the Lessor.

Upon any extension of the Initial Term, the Lessor and Lessee shall complete the “Schedule of Extensions to the Initial Term” that is attached hereto as Attachment No. 4 and incorporated herein by reference, by indicating:

- a. The effective date of such extension;
- b. The new expiration/termination date of this Lease; and
- c. Signatures of each party

The Lessee's request for an extension of the Initial Term shall be submitted to the Lessor no later than thirty (30) days prior to the end of the Initial Term, or, if applicable, any previous extension thereof. At Lessee's sole discretion, the Lease may be terminated sooner upon thirty (30) days written notice to the Lessor, or as otherwise provided herein.

- 4. **HOLDING OVER.** In the event Lessee holds over beyond the end of the term with the implied or express consent of Lessor, such holding over shall be at the monthly rent established in Paragraph 5 of this Lease and subject to all other terms and conditions of the Lease. Lessee may not hold over without the express consent of Lessor.
- 5. **RENT.** The Lessee agrees to and shall pay the Lessor monthly rent in the amount of _____ (\$_____.00) (the "Rent") during the Initial Term. The Rent shall be payable on or before the Effective Date and on or before the ____ day of each month of this Lease. In the event the Lessee extends the Initial Term by providing written notice to the Lessor as set forth in Section 3, the amount of rent to be paid by the Lessee to the Lessor during such extension period shall be negotiated and agreed to in writing prior to the commencement of such extension period.

a. Other Monies Paid Upon Execution:

i. Security Deposit: \$_____

The Security Deposit shall act as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated due to termination of the Lease, and Lessee has performed all obligations under this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

- b. **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount

of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 20% of each such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Rent, then notwithstanding any provision of this Lease to the contrary, Rent shall, at Lessor's option, become due and payable quarterly in advance.

- c. Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the greater of 10% per annum or the maximum rate of interest allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 2(b).
- 6. TENANT IMPROVEMENTS.** Lessee shall be solely responsible for tenant improvements required to utilize the Premises as permitted and contemplated by this Lease. Prior to any tenant improvements, Lessee shall be required to obtain written approval from Lessee. Lessee may deny such approval at its discretion.
- 7. REPAIR AND MAINTENANCE.** During the term of this Lease, including both the Initial Term and any extension thereof, the Lessor shall be responsible for all minor repairs and day-to-day maintenance of the Premises. Additionally, the Lessor shall be responsible for those repairs and maintenance pertaining to HVAC systems, existing electrical and mechanical equipment, plumbing (excluding minor fixture repair), and structural repairs and maintenance to the building.
- 8. UTILITIES AND SERVICES.** The Lessor shall be solely responsible for payment of all utilities and services furnished to, or used by the Lessee at the Premises, including without limitations, gas, electricity, water, sewer, telephone, cable, janitorial service, waste refuse and all pertinent taxes, levies, connection charges, fees, and surcharges, if applicable.
- 9. ALTERATIONS AND REPAIRS.** The Lessee acknowledges that it accepts the Premises in an "as-is, and with all faults" condition and agrees to make no demands upon the Lessor for any alterations or improvements, unless agreed to by the Lessor. The Lessee shall have the right to make alterations or improvements only upon receipt of written approval thereof from the Lessor, which will not be unreasonably denied.

10. INDEMNIFICATION The Lessee agrees to indemnify, defend and save harmless the Lessor, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the Lessee by any person pursuant to this Lease.

11. INSURANCE. Without limiting the Lessee's indemnification of the Lessor, the Lessee shall provide and maintain at its own expense insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Lessor and evidence of such programs satisfactory to the Lessor shall be delivered to the Lessor on or before the Effective Date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the Lessor is to be given written notice at least thirty (30) days in advance of any notification or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by the Lessor, and shall name the Lessor as an additional insured, and shall include, but not be limited to: Comprehensive General Liability insurance endorsed for Premises-Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

12. FAILURE TO PROCURE INSURANCE. Failure on the part of the Lessee to procure or maintain required insurance shall constitute a material breach of this Lease upon which the Lessor may immediately terminate this Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Lessor shall be repaid by the Lessee to the Lessor upon demand, or the Lessor may offset the cost of the premiums against any monies due to the Lessee from the Lessor.

13. DEFAULT. The Lessee agrees that if a default is made in any of the covenants and agreements herein contained to be kept by the Lessee, the Lessor may forthwith revoke and terminate this Lease.

14. ASSIGNMENT. This Lease is personal to the Lessee, and in the event the Lessee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately cease and come to an end.

15. OPERATIONAL RESPONSIBILITIES. During the term of this Lease, including both the Initial Term and any extension thereof, the Lessee shall:

- a. Use the Premises for the purpose of operating a church on Wednesday between the hours of 3pm and 8pm, and Sundays between the hours of 7am and 12pm;
- b. Comply with the terms and conditions set forth in this Lease;

- c. Comply with and abide by all applicable rules and regulations required by the Lessor;
- d. Comply with all applicable local, state and federal ordinances, laws and regulations and, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities on the Premises;
- e. Maintain the Premises in a clean and sanitary condition;
- f. Conduct the activities permitted herein in a courteous and non-profane manner and remove any agent, servant or employee who fails to do so;
- g. Assume the risk of loss, damage or destruction due to theft, fire and casualty of any and all fixtures and personal property belonging to the Lessee that are installed or placed upon or within the Premises;
- h. Repair any and all damage to the Premises caused by or arising out of the Lessee's use of the Premises;
- i. Permit the Lessor and/or its authorized representatives to enter the Premises at any time during business hours for the purpose of determining whether the Lessee is in compliance with the terms and conditions of this Lease;
- j. Prohibit signs or matter to be displayed upon or within the Premises.

16. NOTICES. Notices to be given by this Lease or by any law now or hereafter in effect may be given by personal service or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Lessee as follows:

City of McFarland
401 West Kern Avenue
McFarland, CA 93250
Attention: City Manager

or such other place as may hereinafter be designated in writing by the Lessee and the notices and envelopes containing the same to Lessor shall be addressed to:

Sonrise Baptist Church of Clovis
3105 Locan Avenue
Clovis, California 93619
Attn: Bobby A. Sharp

17. WARRANT OF AUTHORITY. Each of the undersigned signatories for the Lessee hereby personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessor from all damages, costs, and expenses, which result from a breach of this material representation.

18. TERMINATION OF LEASE. Termination of this Lease for any reason whatsoever shall not release either party from liability or obligation hereunder resulting from an event which may have occurred before such termination, or thereafter in case by the terms of this Lease

it is provided that certain things shall or may have to be done after such termination (including, but not limited to, removal of fixtures and equipment placed on the Premises by the Lessee)

- a. Default; Breach.** A “Default” is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A “Breach” is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:
- i.** The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described above is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
 - ii.** The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.
 - iii.** The failure by Lessee to provide any documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
 - iv.** A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee’s Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
 - v.** The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a “debtor” as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or of Lessee’s interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises or of Lessee’s interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e)

is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

- vi. The discovery that any financial statement of Lessee given to Lessor was materially false.

b. Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- i. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under the terms of this Lease. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period

required under terms of this Lease was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required under the terms of this Lease. In such case, the applicable grace period required under the terms of this Lease and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

- ii. Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.
- iii. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

19. LIENS. The Lessee shall have no power to do any act or make any contract which may be created or be the foundation for any lien, mortgage or other encumbrance upon the Premises or in the buildings or improvements thereon; it being agreed that should the Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Premises, or labor performed or material furnished therein, thereon or thereto, neither the Lessor nor the Premises under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, and repairs, and labor and material, shall be made, furnished and performed at the Lessee's expense, and the Lessee shall be solely and wholly responsible to the contractors, laborers and materialmen furnishing and performing such labor and material.

If, because of any act or omission (or alleged act or omission) of the Lessee, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised Premises or any buildings or improvements thereon, or against the Lessor (whether or not such lien, charge or order is valid or enforceable as such), the Lessee shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to the Lessee of the filing thereof, and the Lessee shall indemnify and save harmless the Lessor against and from all 5 costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

20. LESSEE ADMINISTRATION OF LEASE. The Lessor's Executive Director, or his or her designee shall have the authority to administer the Lessor's responsibilities under this Lease in accordance with its terms.

21. ATTORNEYS FEES. If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$450 is a reasonable minimum per occurrence for such services and consultation).

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

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

24. AMENDMENTS. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by the Lessor.

25. WAIVER. No waiver by Lessor of the Default or Breach of any term, covenant, or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant, or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor,

notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

26. COVENANTS AND CONDITIONS; CONSTRUCTION OF AGREEMENT. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27. WAIVER OF JURY TRIAL; BINDING ARBITRATION. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ANY AND ALL PAST, PRESENT AND FUTURE ACCOUNTS, ACTIONS, AGREEMENTS, CAUSES OF ACTION, CLAIMS, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND DISBURSEMENTS), DAMAGES, DEBTS, DEMANDS, LIABILITIES, LOSSES, OBLIGATIONS, OR RECKONINGS OF ANY KIND OR NATURE WHATSOEVER, FOR COMPENSATORY OR EXEMPLARY AND PUNITIVE DAMAGES, OR DECLARATORY, EQUITABLE OR INJUNCTIVE RELIEF, WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORIES OF RECOVERY PROVIDED FOR BY THE COMMON OR STATUTORY LAW, ASCERTAINED OR UNASCERTAINED, KNOWN OR UNKNOWN, PATENT OR LATENT, SUSPECTED OR CLAIMED, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PREMISES.

BINDING ARBITRATION. THE PARTIES HERETO EXPRESSLY AGREE AND CONSENT TO BINDING ARBITRATION. THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND CLAIMS OF ANY TYPE INCLUDING DAMAGES, SHALL BE RESOLVED IN BAKERSFIELD, CALIFORNIA BY BINDING ARBITRATION PURSUANT TO THE CALIFORNIA ARBITRATION ACT, CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1280, ET SEQ., INCLUDING THE DISCOVERY RIGHTS OF SECTION 1283.05. THE PARTIES SHALL JOINTLY SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS FOLLOWING SERVICE OF "NOTICE OF CLAIM" BY ANY PARTY TO THIS AGREEMENT. IF AGREEMENT ON THE ARBITRATOR IS NOT REACHED WITHIN SAID PERIOD, THEN SUCH ARBITRATOR SHALL BE APPOINTED BY THE PRESIDING JUDGE FOR THE KERN COUNTY SUPERIOR COURT.

Lessor Initials: _____

Lessee Initials: _____

28. AMERICANS WITH DISABILITIES ACT. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation as those requirements relate to the Lessee's specific use of the Premises. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

29. BINDING EFFECT; CHOICE OF LAW. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in Kern County, California, the principal place of business of Lessor and the place at which this Agreement is made, entered into and to be performed.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

[Signature Page Follows]

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____

Executed at: _____

on: _____

on: _____

By **LESSOR:**

By **LESSEE:**

City of McFarland

Sonrise Baptist Church of Clovis

By: _____

By: _____

Sally Gonzalez

Its: Mayor

Its: _____

Attachment No. 1
Premises Map

Attachment No. 2
Legal Description

Attachment No. 3
Use of Premises

The Lessee shall use the Premises to meet its operational objective of providing facilities for church activities and instruction on Sundays between _____ and _____, and Wednesdays between _____ and _____.

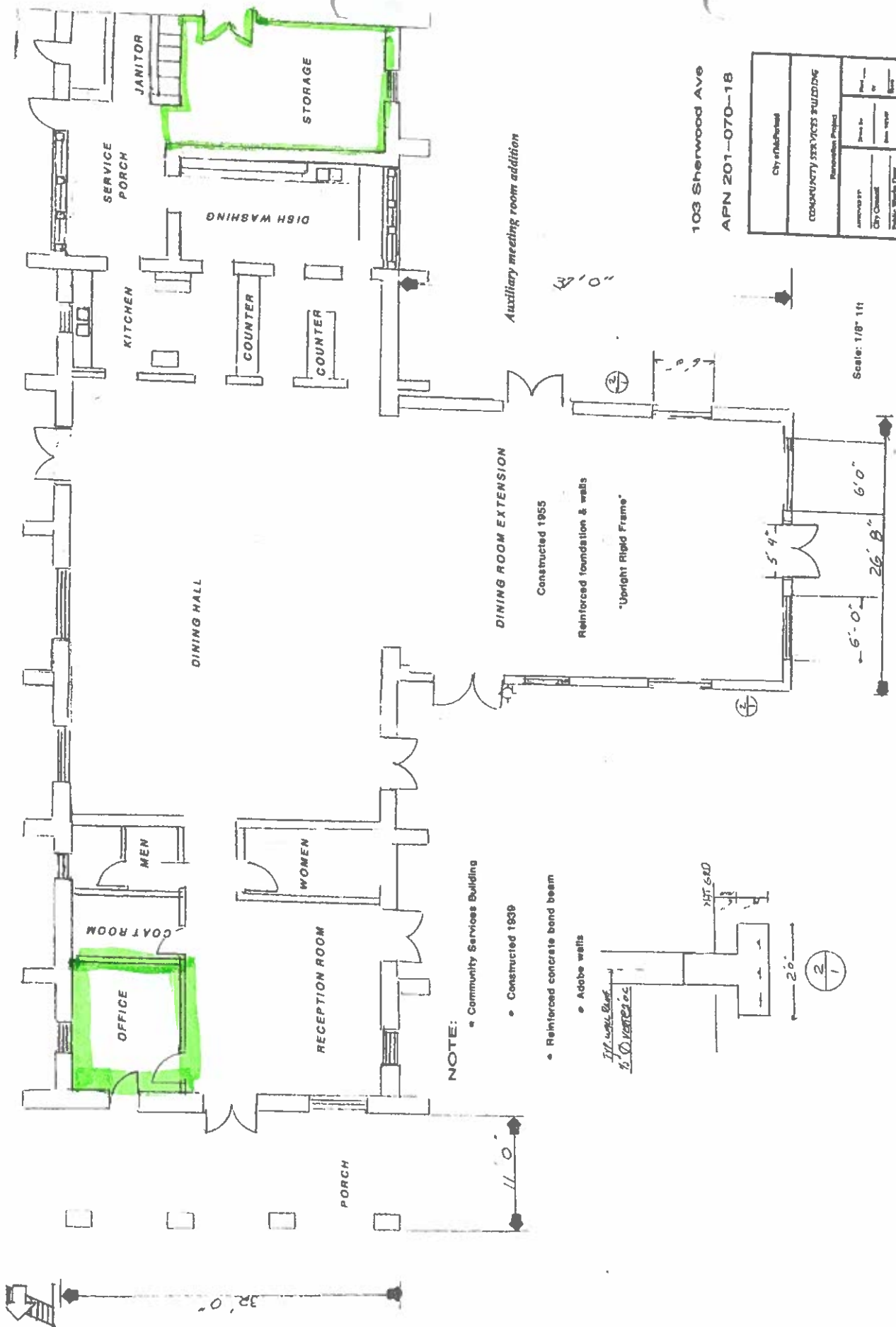
The Lessee shall return the Premises to its condition existing prior to each use by Lessee, including, without limitation, removing any food, equipment, or other materials after each day's use, and shall sweep and clean the Premises as needed and to the reasonable satisfaction of the Lessor.

Upon the expiration or earlier termination of this Lease, including any extension(s), Lessee shall remove all materials and equipment that it placed upon or within the Premises, or shall transfer ownership of such property to the Lessor. The Premises shall at all times be open to inspection by all local, state and federal governmental authorities. In the event the Lessor determines that the Lessee's use of the Premises creates an unnecessary and/or unreasonable risk to the Premises or to public health, safety or welfare, the Lessor may require that the Lessee cease using the Premises until such risk no longer exists.

Attachment No. 4
Schedule of Extensions to the Initial Term

Effective Date of Extension	New Expiration Date	New Monthly Rent	Lessor's Signature	Lessee's Signature

ATTACHMENT NO. 1



MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: August 12, 2021

SUBJECT: Accept the Quote and Award of construction contract to Triple A Construction. in the amount of \$22,500.00 for the Animal Shelter.

RECOMMEND:

Staff recommends that City Council accepts the lowest responsible bid, award the contract to Triple A Construction in the amount of \$22,500.00 and authorize the Mayor to execute.

DISCUSSION:

The City of McFarland desires to construct an interior wall with all infrastructure for a dog bath, sub panel, sink, and to fully construct the infrastructure for a commercial washer and dryer for the shelter.

Below are the 3 quotes and companies that have given pricing for the work proposed.

Company	Total Bid
Triple A Construction	\$ 22,500.00
Crosswhite Construction Inc	\$ 23,856.00
EJ Construction	\$ 38,400.00

FISCAL IMPACTS:

Project will be funded using USDA Grant funding that was left over from the construction of the Animal Shelter.

ATTACHMENTS:

Agreement

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

Triple A Construction.

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
TRIPLE A CONSTRUCTION**

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 Triple A Construction, 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 **Animal Shelter Infrastructure** (“**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 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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 **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)** ("**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 **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** 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 its 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 been 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) City's Responses. 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 an 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) Government Code Claims. 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 resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. 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:

Maria Lara, City Manager

APPROVED AS TO FORM:

HODGES LAW GROUP

By: _____
Nathan M. Hodges, City Attorney

CONTRACTOR:
TRIPLE A CONSTRUCTION

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

Triple A Construction Inc. LIC#1058766

602 H St #140

Bakersfield, CA 93304

6613707630

repairs@triplea.business

Estimate

ADDRESS

CITY OF MCFARLAND

ESTIMATE # 1054

DATE 08/04/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Carpentry	40 feet of 2x6 wall drywall	1	4,000.00	4,000.00
	Electrical	Install 100 amp electrical panel	1	8,500.00	8,500.00
		Run power over the top			
		Feet conduit 3 gfi plugs			
	plumbing	Install electric water heater	1	7,500.00	7,500.00
		1 hand sink			
		Install plumbing for 2 washer			
		machines			
		1 dog shower			
		And plumbing fixtures			
	Labor	Prep wall	1	2,500.00	2,500.00
		Add FRP board over drywall			
		leave finished chalking			
		Add anchors			

Dog

TOTAL

\$22,500.00

Accepted By

Accepted Date

EXHIBIT B

SPECIAL REQUIREMENTS

Larry Ronk

From: Ignacio Ayon <repairs@triplea.business>
Sent: Friday, August 6, 2021 2:56 PM
To: Larry Ronk
Subject: Re: Estimate 1054 from Triple A Construtrion Inc. LIC#1058766

I can start the 17th of August and finish by 27th of August latest!

Sent from my iPhone

On Aug 5, 2021, at 3:59 PM, Larry Ronk <lronk@mcfarlandcity.org> wrote:

Can you send me a timeline and start date if project is accepted?

From: Triple A Construtrion Inc. LIC#1058766 <quickbooks@notification.intuit.com>
Sent: Thursday, August 5, 2021 2:52 PM
To: Larry Ronk <lronk@mcfarlandcity.org>
Subject: Estimate 1054 from Triple A Construtrion Inc. LIC#1058766

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Triple A Construtrion Inc. LIC#1058766



----- Estimate -----

602 H St #140
Bakersfield, CA 93304 US
6613707630

Estimate #: 1054
Date: 08/04/2021
Exp. Date: \$22,500.00

Address:

CITY OF MCFARLAND

Date	Activity	Description	Qty	Rate	Amount
08/04/2021	Carpentry	40 feet of 2x6	1	4,000.00	4,000.00

08/04/2021 Electrical	wall drywall Install 100 amp electrical panel Run power over the top Feet conduit 3 gfi plugs	1	8,500.00	8,500.00
08/04/2021 plumbing	Install electric water heater 1 hand sink Install plumbing for 2 washer machines	1	7,500.00	7,500.00
08/04/2021 Labor	1 dog shower And plumbing fixtures Prep wall Add FRP board over drywall leave finished chalking Add anchors	1	2,500.00	2,500.00
Total:				\$22,500.00

Dog



Contractor's License Detail for License # 1058766

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17)
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/9/2021 8:47:46 AM

Business Information

TRIPLE A CONSTRUCTION
2014 ROUNDS ST
DELANO, CA 93215
Business Phone Number: (661) 370-7630

Entity Sole Ownership
Issue Date 10/01/2019
Expire Date 10/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HARTFORD INSURANCE COMPANY OF THE MIDWEST.
Bond Number: 57BSBK8417
Bond Amount: \$15,000
Effective Date: 07/22/2021
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the OHIO SECURITY INSURANCE COMPANY
Policy Number: XWS61752001
Effective Date: 07/23/2020
Expire Date: 07/23/2021
Workers' Compensation History

PERFORMANCE BOND

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to TRIPLE A CONSTRUCTION, as Contractor ("Principal"), a Contract for the work entitled and described as follows: ANIMAL SHELTER INFRASTRUCTURE;

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 **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$22,500.00)** 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 **TRIPLE A CONSTRUCTION**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **ANIMAL SHELTER INFRASTRUCTURE**;

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 **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$22,500.00)**, 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: **ANIMAL SHELTER INFRASTRUCTURE**

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.

NOTICE:

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.