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 **September 16, 2021**
103 W. SHERWOOD AVE, MCFARLAND, CA **6:00 PM**

In Person Meeting

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

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

CALL TO ORDER: Mayor Sally Gonzalez

ROLL CALL:
Mayor, 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 $1,087,800.19 from August 16, 2021, through August 31, 2021.
2. Payroll Report for $ 206,316.43 from August 1, 2021, through August 31, 2021.
3. Approval of *August 26, 2021*, Regular Meeting Minutes.
4. Approval of *August 31, 2021*, Special Meeting Minutes.
5. Approval of *September 9, 2021*, Special Meeting Minutes

PUBLIC HEARINGS:

6. Second and Final Reading of City Council Ordinance No. 0006-2021 an Uncodified Ordinance of the City of McFarland approving A Development Agreement Between the City of McFarland and LeOra, LLC., for the development of Tract 7393 and 7394, (APN 060-090-29) Southwest of Intersection Taylor Ave/Garzoli.

   Staff recommends that the City Council approve and adopt Ordinance 0006-2021:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND LEORA LLC FOR THE DEVELOPMENT OF TRACT 7393 AND 7394 LOCATED AT APN (060-090-29) SOUTHWEST OF INTERSECTION TAYLOR AVE/GARZOLI AVE

DEPARTMENTAL REPORTS

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

ADMINISTRATIVE AGENDA

1. Report, discuss, and approve Contract Change Order #4 with Superior Construction for Electric Vehicle Charging Station at 100 E. Industrial Street Project and authorize the Public Works Director to execute change order.

2. Consideration and approval of a Resolution of the City Council of the City of McFarland establishing A City Council Ad Hoc Committee to review City Ordinances and Business Development Opportunities.

3. Discuss, consider, and possible approval of the City of McFarland Facility Use Agreement for Veteran's Hall for non-profit organizations.

4. Consider and approve changing the Regular City Council Meetings for November 2021 from November 11th to the 10th and November 25th to the 24th.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

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

COUNCIL STATEMENTS AND REPORTS

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

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (§ 54956.9) - Morales v. City of McFarland, et al. United States District Court, Eastern District of California, Case No. 1:21-CV-00995-DAD-JLT

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on **September 13, 2021.**

Sarah Drake, Interim City Clerk

Kenneth Williams, Interim City Manager

Next Meeting: Regular City Council **September 30, 2021**.

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

Expense Approval Report

City of McFarland, CA

By Vendor Name

Post Dates 8/16/2021 - 8/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A Sign Factory - A Sign Factory					
A Sign Factory	INV0019451	08/19/2021	Villa Del Caribe Park Sign	25-000-52960-8080-1	146.14
			Vendor A Sign Factory - A Sign Factory Total:		**146.14**
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	128999	08/19/2021	Inv. 128999 05/14/21	01-150-52200-0000-1	41.40
Advanced Data Storage, Inc.	131661	08/19/2021	Inv. 131661 07/06/21	01-150-52200-0000-1	41.40
			Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:		**82.80**
Vendor: Aflac - Aflac					
Aflac	INV0019512	08/26/2021	Maria Moreno Life	34-22900-0000-1	32.95
			Vendor Aflac - Aflac Total:		**32.95**
Vendor: ALL AMERICAN - ALL AMERICAN UNIFORMS LLC					
ALL AMERICAN UNIFORMS LLC	228	08/19/2021	Inv. 228 Custom Patches	01-150-51800-0000-1	211.09
ALL AMERICAN UNIFORMS LLC	232	08/19/2021	Inv. 232 Kenny Liggett	01-150-51800-0000-1	1,539.57
			Vendor ALL AMERICAN - ALL AMERICAN UNIFORMS LLC Total:		**1,750.66**
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0019479	08/26/2021	American Fidelity Accident 2*	34-22800-0000-1	15.41
American Fidelity	INV0019480	08/26/2021	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0019481	08/26/2021	American Fidelity - Disability Ir	01-22700-0000-1	74.49
American Fidelity	INV0019481	08/26/2021	American Fidelity - Disability Ir	30-22700-0000-1	66.98
American Fidelity	INV0019481	08/26/2021	American Fidelity - Disability Ir	31-22700-0000-1	0.22
American Fidelity	INV0019481	08/26/2021	American Fidelity - Disability Ir	32-22700-0000-1	14.31
American Fidelity	INV0019481	08/26/2021	American Fidelity - Disability Ir	34-22700-0000-1	30.76
American Fidelity	INV0019482	08/26/2021	Health FSA	01-22600-0000-1	55.85
American Fidelity	INV0019482	08/26/2021	Health FSA	30-22600-0000-1	46.97
American Fidelity	INV0019482	08/26/2021	Health FSA	31-22600-0000-1	3.50
American Fidelity	INV0019482	08/26/2021	Health FSA	32-22600-0000-1	45.77
American Fidelity	INV0019483	08/26/2021	Life 1	01-22900-0000-1	17.02
American Fidelity	INV0019483	08/26/2021	Life 1	30-22900-0000-1	34.62
American Fidelity	INV0019483	08/26/2021	Life 1	31-22900-0000-1	8.51
American Fidelity	INV0019483	08/26/2021	Life 1	32-22900-0000-1	20.74
American Fidelity	INV0019483	08/26/2021	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0019484	08/26/2021	Life 2	01-22900-0000-1	3.49
American Fidelity	INV0019484	08/26/2021	Life 2	30-22900-0000-1	25.07
American Fidelity	INV0019484	08/26/2021	Life 2	31-22900-0000-1	0.03
American Fidelity	INV0019484	08/26/2021	Life 2	32-22900-0000-1	4.48
American Fidelity	INV0019484	08/26/2021	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0019485	08/26/2021	Life 3	01-22900-0000-1	1.97
American Fidelity	INV0019485	08/26/2021	Life 3	30-22900-0000-1	2.98
American Fidelity	INV0019485	08/26/2021	Life 3	31-22900-0000-1	0.05
American Fidelity	INV0019485	08/26/2021	Life 3	32-22900-0000-1	2.87
American Fidelity	INV0019486	08/26/2021	Life 3	01-22900-0000-1	1.25
American Fidelity	INV0019486	08/26/2021	Life 3	30-22900-0000-1	1.89
American Fidelity	INV0019486	08/26/2021	Life 3	31-22900-0000-1	0.03
American Fidelity	INV0019486	08/26/2021	Life 3	32-22900-0000-1	1.81
American Fidelity	INV0019507	08/26/2021	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0019508	08/26/2021	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0019509	08/26/2021	Cancer 2* - American Fidelity I	30-22950-0000-1	16.50
American Fidelity	INV0019510	08/26/2021	Cancer 2* - American Fidelity I	34-22950-0000-1	16.65
American Fidelity	INV0019521	08/26/2021	American Fidelity Accident 1	01-22800-0000-1	41.07
American Fidelity	INV0019521	08/26/2021	American Fidelity Accident 1	30-22800-0000-1	1.17
American Fidelity	INV0019521	08/26/2021	American Fidelity Accident 1	32-22800-0000-1	1.17
American Fidelity	INV0019522	08/26/2021	American Fidelity Accident 2*	01-22800-0000-1	8.66
American Fidelity	INV0019523	08/26/2021	Life 1	01-22900-0000-1	9.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Fidelity	INV0019524	08/26/2021	American Fidelity - Disability In	01-22700-0000-1	294.62
American Fidelity	INV0019525	08/26/2021	Health FSA	01-22600-0000-1	17.88
American Fidelity	INV0019525	08/26/2021	Health FSA	30-22600-0000-1	2.60
American Fidelity	INV0019525	08/26/2021	Health FSA	32-22600-0000-1	2.59
American Fidelity	INV0019526	08/26/2021	Life 1	01-22900-0000-1	133.82
American Fidelity	INV0019527	08/26/2021	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0019539	08/26/2021	Cancer 1 American Fidelity	01-22950-0000-1	13.53
			Vendor American Fidelity - American Fidelity Total:		**1,142.41**
Vendor: Arrowhead - Arrowhead					
Arrowhead	01M0017185869	08/19/2021	Finance Dept Inv 01M0017185	01-130-57200-0000-1	438.64
Arrowhead	01M0033594904	08/19/2021	Inv. 01M0033594904 MPD	01-150-57200-0000-1	9.42
			Vendor Arrowhead - Arrowhead Total:		**448.06**
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-105-57800-0000-1	172.27
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-105-57800-0000-1	253.71
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-110-57800-0000-1	12.27
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-110-57800-0000-1	27.14
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-115-57800-0000-1	26.67
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-115-57800-0000-1	45.81
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-140-57800-0000-1	22.72
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-140-57800-0000-1	10.69
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-155-57800-0000-1	10.69
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-155-57800-0000-1	22.72
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-160-57800-0000-1	76.50
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-160-57800-0000-1	42.69
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-165-57800-0000-1	22.72
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-165-57800-0000-1	10.69
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	01-175-57800-0000-1	22.72
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	01-175-57800-0000-1	10.69
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	20-200-57800-0000-1	12.09
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	20-200-57800-0000-1	4.27
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	30-500-57800-0000-1	73.39
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	30-500-57800-0000-1	42.67
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	31-505-57800-0000-1	7.47
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	31-505-57800-0000-1	19.81
At&t Mobility	287237972024X07112021	08/19/2021	AT&T JUNE 2021	32-510-57800-0000-1	54.92
At&t Mobility	287237972024X07112021	08/19/2021	AT&T MAY 2021	32-510-57800-0000-1	33.04
			Vendor At&t Mobility - At&t Mobility Total:		**1,038.36**
Vendor: Bc Laboratories - Bc Laboratories					
Bc Laboratories	B415203	08/19/2021	B415203 Effluent/Influent	30-500-58200-0000-1	150.00
Bc Laboratories	B415243	08/19/2021	B415243 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B416863	08/19/2021	B416863 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B417339	08/19/2021	B417339 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B418073	08/19/2021	B418073 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B419551	08/19/2021	B419551 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B419941	08/19/2021	B419941 Effluent/Influent	30-500-58200-0000-1	150.00
Bc Laboratories	B420166	08/19/2021	B420166 Effluent/Inflent	30-500-58200-0000-1	95.00
Bc Laboratories	B420763	08/19/2021	B420763 Drinking Water - EDT	32-510-58200-0000-1	37.50
Bc Laboratories	B420976	08/19/2021	B420976 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B421755	08/19/2021	B421755 Effluent/Influent	30-500-58200-0000-1	109.00
Bc Laboratories	B422510	08/19/2021	B422510 Drinking Water - EDT	32-510-58200-0000-1	740.00
Bc Laboratories	B422777	08/19/2021	B422777 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B423617	08/19/2021	B423617 Effluent/Influent	30-500-58200-0000-1	95.00
Bc Laboratories	B423830	08/19/2021	B423830 Effluent/Influent	30-500-58200-0000-1	150.00
Bc Laboratories	B424315	08/19/2021	B424315 Effluent/Influent	30-500-58200-0000-1	109.00
Bc Laboratories	B424385	08/19/2021	B424385 Drinking Water - EDT	32-510-58200-0000-1	37.50
			Vendor Bc Laboratories - Bc Laboratories Total:		**2,338.00**
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV0019456	08/19/2021	Work Performed 06/16/21 - 0(	01-180-56000-0000-1	125.00

Vendor Name **Payable Number** **Post Date** **Description (Item)** **Account Number** **Amount**

BHT Engineering, Inc.	21-0284	08/31/2021	Invoice No. 21-0284 - TPM 124	01-140-56000-8472-1	595.00
			Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:		**720.00**
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	BPI160296	08/19/2021	BPI160296	32-510-57400-0000-1	538.37
Brenntag Pacific Inc.	BPI169021	08/19/2021	BPI169021	32-510-57400-0000-1	2,171.50
			Vendor Brenntag - Brenntag Pacific Inc. Total:		**2,709.87**
Vendor: WASCO VET - Brian L. Edick					
Brian L. Edick	INV0019453	08/19/2021	Animal Care	01-155-51150-0000-1	45.00
			Vendor WASCO VET - Brian L. Edick Total:		**45.00**
Vendor: Brink's, Inc. - Brink's, Inc.					
Brink's, Inc.	4110874	08/19/2021	Inv 4110874	01-130-51200-0000-1	198.04
Brink's, Inc.	4110874	08/19/2021	Inv 4110874	30-500-51200-0000-1	198.04
Brink's, Inc.	4110874	08/19/2021	Inv 4110874	31-505-51200-0000-1	198.04
Brink's, Inc.	4110874	08/19/2021	Inv 4110874	32-510-51200-0000-1	198.04
Brink's, Inc.	4171960	08/19/2021	Inv 4171960	01-130-51200-0000-1	193.60
Brink's, Inc.	4171960	08/19/2021	Inv 4171960	30-500-51200-0000-1	193.60
Brink's, Inc.	4171960	08/19/2021	Inv 4171960	31-505-51200-0000-1	193.60
Brink's, Inc.	4171960	08/19/2021	Inv 4171960	32-510-51200-0000-1	193.58
			Vendor Brink's, Inc. - Brink's, Inc. Total:		**1,566.54**
Vendor: Business Card - Business Card					
Business Card	7550	08/19/2021	CC# 7550 - Kenny Williams	26-110-53100-8223-1	1,158.32
			Vendor Business Card - Business Card Total:		**1,158.32**
Vendor: Cannon - Cannon					
Cannon	INV0019455	08/19/2021	Professional Services through	30-500-52600-0000-1	2,064.00
Cannon	76207	08/31/2021	Invoice No. 76207	01-140-56000-8466-1	85.00
Cannon	76577B	08/31/2021	Invoice 76577	25-000-52960-8425-1	1,065.00
			Vendor Cannon - Cannon Total:		**3,214.00**
Vendor: CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc.					
CenCal Auto & Truck Parts, Inc.	806488	08/19/2021	Inv 806488	32-510-57400-0000-1	10.29
CenCal Auto & Truck Parts, Inc.	807117	08/19/2021	Inv 807117	30-500-56410-0000-1	38.06
			Vendor CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc. Total:		**48.35**
Vendor: CEN-CAL Construction - CEN-CAL Construction					
CEN-CAL Construction	804132	08/19/2021	Inv 804132	01-180-56410-0000-1	73.99
CEN-CAL Construction	804132	08/19/2021	Inv 804132	30-500-56410-0000-1	73.99
			Vendor CEN-CAL Construction - CEN-CAL Construction Total:		**147.98**
Vendor: HAN100-112 - Charles Hankins II					
Charles Hankins II	INV0019458	08/19/2021	Charles Hankins Reimburseme	01-150-54000-0000-1	47.59
			Vendor HAN100-112 - Charles Hankins II Total:		**47.59**
Vendor: Chemsearch - Chemsearch					
Chemsearch	7447546	08/19/2021	Inv 7447546	30-500-57400-0000-1	1,495.30
			Vendor Chemsearch - Chemsearch Total:		**1,495.30**
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	4089578083B	08/31/2021	INV 4089578083	01-180-51800-0000-1	65.71
Cintas Corporation No.3	4089578083B	08/31/2021	INV 4089578083	30-500-51800-0000-1	63.49
Cintas Corporation No.3	4089578083B	08/31/2021	INV 4089578083	32-510-51800-0000-1	33.61
Cintas Corporation No.3	9135285989	08/31/2021	4001Z ZOLL AED PLUS AUTOM	26-110-53100-8223-1	3,398.00
Cintas Corporation No.3	9135285989	08/31/2021	19150 DELUXE AED CABINET V	26-110-53100-8223-1	538.00
Cintas Corporation No.3	9135285989	08/31/2021	SALES TAX	26-110-53100-8223-1	295.23
Cintas Corporation No.3	9135285989	08/31/2021	99948 AED PRESCRIPTION 1YE	26-110-53100-8223-1	100.00
Cintas Corporation No.3	9135285989	08/31/2021	341810-AED V SIGN 6X9	26-110-53100-8223-1	35.90
			Vendor Cintas - Cintas Corporation No.3 Total:		**4,529.94**
Vendor: CLA - CLIFTONLARSONALLEN LLP					
CLIFTONLARSONALLEN LLP	2895298	08/31/2021	Inv 2895298	01-20400-0000-1	1,540.50
CLIFTONLARSONALLEN LLP	2895298	08/31/2021	Inv 2895298	30-20400-0000-1	1,540.50
CLIFTONLARSONALLEN LLP	2895298	08/31/2021	Inv 2895298	31-20400-0000-1	711.00
CLIFTONLARSONALLEN LLP	2895298	08/31/2021	Inv 2895298	32-20400-0000-1	1,599.75
CLIFTONLARSONALLEN LLP	2895298	08/31/2021	Inv 2895298	34-20400-0000-1	533.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CLIFTONLARSONALLEN LLP	2950002	08/31/2021	Inv 2950002	01-20400-0000-1	3,447.60

CLIFTONLARSONALLEN LLP	2950002	08/31/2021	Inv 2950002	30-20400-0000-1	3,447.60
CLIFTONLARSONALLEN LLP	2950002	08/31/2021	Inv 2950002	31-20400-0000-1	1,591.20
CLIFTONLARSONALLEN LLP	2950002	08/31/2021	Inv 2950002	32-20400-0000-1	3,580.20
CLIFTONLARSONALLEN LLP	2950002	08/31/2021	Inv 2950002	34-20400-0000-1	1,193.40
				Vendor CLA - CLIFTONLARSONALLEN LLP Total:	**19,185.00**
Vendor: Cofer & Oberlies - Cofer & Oberlies					
Cofer & Oberlies	87549	08/19/2021	Inv 87549 Repairs on East Gat	01-190-56400-0000-1	280.00
				Vendor Cofer & Oberlies - Cofer & Oberlies Total:	**280.00**
Vendor: County Clerk - County Clerk					
County Clerk	INV0019459	08/19/2021	CEQA Notice of Exemption / C	01-140-56000-8471-1	50.00
County Clerk	INV0019459-R	08/19/2021	CEQA Notice of Exemption / C	01-140-56000-8471-1	(50.00)
				Vendor County Clerk - County Clerk Total:	**-**
Vendor: Creative Financial - Creative Financial					
Creative Financial	121280206	08/19/2021	Inv 121280206	01-115-52200-0000-1	791.52
Creative Financial	121280206	08/19/2021	Inv 121280206	30-500-52200-0000-1	791.52
Creative Financial	121280206	08/19/2021	Inv 121280206	31-505-52200-0000-1	263.84
Creative Financial	121280206	08/19/2021	Inv 121280206	32-510-52200-0000-1	791.52
Creative Financial	121300219	08/19/2021	City Clerk Temp	01-105-52200-0000-1	284.24
Creative Financial	121300219	08/19/2021	Finance Department	01-115-52200-0000-1	860.37
Creative Financial	121300219	08/19/2021	City Clerk Temp	30-500-52200-0000-1	213.18
Creative Financial	121300219	08/19/2021	Finance Department	30-500-52200-0000-1	860.37
Creative Financial	121300219	08/19/2021	Finance Department	31-505-52200-0000-1	286.79
Creative Financial	121300219	08/19/2021	Finance Department	32-510-52200-0000-1	860.37
Creative Financial	121300219	08/19/2021	City Clerk Temp	32-510-52200-0000-1	213.18
Creative Financial	121290216	08/31/2021	Inv 121290216	01-115-52200-0000-1	770.10
Creative Financial	121290216	08/31/2021	Inv 121290216	30-500-52200-0000-1	770.10
Creative Financial	121290216	08/31/2021	Inv 121290216	31-505-52200-0000-1	256.70
Creative Financial	121290216	08/31/2021	Inv 121290216	32-510-52200-0000-1	770.10
				Vendor Creative Financial - Creative Financial Total:	**8,783.90**
Vendor: Dana Safety Supply - Dana Safety Supply Inc					
Dana Safety Supply Inc	736678	08/31/2021	Inv. 736678 - Protective Suppl	26-110-53100-8223-1	4,157.01
				Vendor Dana Safety Supply - Dana Safety Supply Inc Total:	**4,157.01**
Vendor: Daniels Sharpsmart - Daniels Sharpsmart					
Daniels Sharpsmart	585815	08/19/2021	Inv. 585815 - BioHazard Waste	01-150-48200-0000-1	127.30
				Vendor Daniels Sharpsmart - Daniels Sharpsmart Total:	**127.30**
Vendor: De Lage Landen - De Lage Landen					
De Lage Landen	73211767	08/19/2021	Inv. 73211767 (7/24/21) Cont	01-150-52200-0000-1	112.61
De Lage Landen	73230898	08/19/2021	Inv. 73230898 (7/24/21) Cont	01-150-52200-0000-1	151.99
De Lage Landen	73571089	08/31/2021	Inv. 73571089 (8/21/21) Cont	01-150-52200-0000-1	31.33
				Vendor De Lage Landen - De Lage Landen Total:	**295.93**
Vendor: De Lapide and Ass. I - De Lapide and Ass. Inc					
De Lapide and Ass. Inc	INV0019558	08/31/2021	Inv 4 McFarland General Plan	01-140-55500-8500-1	10,600.00
				Vendor De Lapide and Ass. I - De Lapide and Ass. Inc Total:	**10,600.00**
Vendor: Delano Veterinary - Delano Veterinary					
Delano Veterinary	53725	08/19/2021	Invoices Delano Vet ACO 5372	01-155-51150-0000-1	31.00
Delano Veterinary	53743	08/19/2021	Invoices For Animal Care Inv#	01-155-51150-0000-1	15.50
Delano Veterinary	54537	08/19/2021	Animal Care Inv# 54537	01-155-51150-0000-1	15.50
				Vendor Delano Veterinary - Delano Veterinary Total:	**62.00**
Vendor: EDD - EDD					
EDD	INV0019515	08/26/2021	State Income Tax Withholding	01-22200-0000-1	302.89
EDD	INV0019515	08/26/2021	State Income Tax Withholding	20-22200-0000-1	28.03
EDD	INV0019515	08/26/2021	State Income Tax Withholding	30-22200-0000-1	284.20
EDD	INV0019515	08/26/2021	State Income Tax Withholding	31-22200-0000-1	8.24
EDD	INV0019515	08/26/2021	State Income Tax Withholding	32-22200-0000-1	147.54
EDD	INV0019515	08/26/2021	State Income Tax Withholding	34-22200-0000-1	15.95
EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	01-22200-0000-1	148.56

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Account Number**	**Amount**
EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	20-22200-0000-1	18.93
EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	30-22200-0000-1	95.48

EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	31-22200-0000-1	15.08
EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	32-22200-0000-1	80.64
EDD	INV0019516	08/26/2021	SDI - State Disability Insurance	34-22200-0000-1	13.10
EDD	INV0019517	08/26/2021	State Unemployment Insuranc	01-22250-0000-1	98.63
EDD	INV0019517	08/26/2021	State Unemployment Insuranc	30-22250-0000-1	18.77
EDD	INV0019517	08/26/2021	State Unemployment Insuranc	31-22250-0000-1	17.81
EDD	INV0019517	08/26/2021	State Unemployment Insuranc	32-22250-0000-1	11.55
EDD	INV0019542	08/26/2021	State Income Tax Withholding	01-22200-0000-1	1,825.55
EDD	INV0019542	08/26/2021	State Income Tax Withholding	30-22200-0000-1	2.11
EDD	INV0019542	08/26/2021	State Income Tax Withholding	32-22200-0000-1	2.11
EDD	INV0019543	08/26/2021	SDI - State Disability Insurance	01-22200-0000-1	559.69
EDD	INV0019543	08/26/2021	SDI - State Disability Insurance	30-22200-0000-1	2.79
EDD	INV0019543	08/26/2021	SDI - State Disability Insurance	32-22200-0000-1	2.78
EDD	INV0019544	08/26/2021	State Unemployment Insuranc	01-22250-0000-1	13.63
EDD	INV0019550	08/30/2021	State Income Tax Withholding	01-22200-0000-1	27.78
EDD	INV0019551	08/30/2021	SDI - State Disability Insurance	01-22200-0000-1	14.06
				Vendor EDD - EDD Total:	**3,755.90**

Vendor: Edison - Edison

Edison	INV0019466	08/19/2021	700457158822	01-180-58000-0000-1	1,104.26
Edison	INV0019466	08/19/2021	700539630040	01-180-58100-0000-1	7,038.78
Edison	INV0019466	08/19/2021	700599695773	01-180-58100-0000-1	506.35
Edison	INV0019466	08/19/2021	700326486684	01-180-58100-0000-1	274.05
Edison	INV0019466	08/19/2021	700091551977	01-180-58100-0000-1	60.62
Edison	INV0019466	08/19/2021	700494850594	30-500-58000-0000-1	292.35
Edison	INV0019466	08/19/2021	700468456995	32-510-58000-0000-1	78,895.92
				Vendor Edison - Edison Total:	**88,172.33**

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	01-22050-0000-1	912.14
Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	20-22050-0000-1	32.27
Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	30-22050-0000-1	777.04
Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	31-22050-0000-1	16.45
Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	32-22050-0000-1	323.71
Electronic Federal Tax Paymen	INV0019513	08/26/2021	Federal Income Tax Withholdi	34-22050-0000-1	64.02
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	01-22100-0000-1	1,841.94
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	20-22100-0000-1	234.80
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	30-22100-0000-1	1,183.74
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	31-22100-0000-1	186.84
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	32-22100-0000-1	1,000.38
Electronic Federal Tax Paymen	INV0019514	08/26/2021	Social Security	34-22100-0000-1	162.48
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	01-22150-0000-1	430.82
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	20-22150-0000-1	54.90
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	30-22150-0000-1	276.86
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	31-22150-0000-1	43.72
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	32-22150-0000-1	233.92
Electronic Federal Tax Paymen	INV0019518	08/26/2021	Medicare	34-22150-0000-1	38.00
Electronic Federal Tax Paymen	INV0019540	08/26/2021	Federal Income Tax Withholdi	01-22050-0000-1	4,940.90
Electronic Federal Tax Paymen	INV0019540	08/26/2021	Federal Income Tax Withholdi	30-22050-0000-1	9.04
Electronic Federal Tax Paymen	INV0019540	08/26/2021	Federal Income Tax Withholdi	32-22050-0000-1	9.04
Electronic Federal Tax Paymen	INV0019541	08/26/2021	Social Security	01-22100-0000-1	6,939.94
Electronic Federal Tax Paymen	INV0019541	08/26/2021	Social Security	30-22100-0000-1	34.56
Electronic Federal Tax Paymen	INV0019541	08/26/2021	Social Security	32-22100-0000-1	34.56
Electronic Federal Tax Paymen	INV0019545	08/26/2021	Medicare	01-22150-0000-1	1,623.04
Electronic Federal Tax Paymen	INV0019545	08/26/2021	Medicare	30-22150-0000-1	8.08
Electronic Federal Tax Paymen	INV0019545	08/26/2021	Medicare	32-22150-0000-1	8.10
Electronic Federal Tax Paymen	INV0019548	08/30/2021	Federal Income Tax Withholdi	01-22050-0000-1	141.43
Electronic Federal Tax Paymen	INV0019549	08/30/2021	Social Security	01-22100-0000-1	174.38

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen	INV0019552	08/30/2021	Medicare	01-22150-0000-1	40.78
			Vendor EFTPS - Electronic Federal Tax Payment System Total:		**21,777.88**

Vendor: Emilios Auto Sales - Emilio's Auto Sales & Tire Service

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Emilio's Auto Sales & Tire Servi	INV0019472	08/19/2021	New Tire 195-65-15 6/22/2021	01-315-56600-0165-1	75.00
			Vendor Emilios Auto Sales - Emilio's Auto Sales & Tire Service Total:		**75.00**
Vendor: Franchise Tax - Franchise Tax					
Franchise Tax	INV0019511	08/26/2021	FTB Number 1105676127	01-22350-0000-1	62.50
Franchise Tax	INV0019511	08/26/2021	FTB Number 1105676127	30-22350-0000-1	62.50
Franchise Tax	INV0019511	08/26/2021	FTB Number 1105676127	31-22350-0000-1	62.50
Franchise Tax	INV0019511	08/26/2021	FTB Number 1105676127	32-22350-0000-1	62.50
			Vendor Franchise Tax - Franchise Tax Total:		**250.00**
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	INV0019464	08/19/2021	661792016102110-5	01-150-57800-0000-1	444.34
Frontier California Inc.	INV0019464	08/19/2021	6617923437031715-5	01-185-57800-0000-1	163.35
Frontier California Inc.	INV0019464	08/19/2021	661792316483012-5	01-185-57800-0000-1	219.88
Frontier California Inc.	INV0019464	08/19/2021	6617925634111103-5	01-190-57800-0000-1	4.94
Frontier California Inc.	INV0019464	08/19/2021	6617923058040706-5	01-190-57800-0000-1	254.42
Frontier California Inc.	INV0019464	08/19/2021	6617925634111103-5	30-500-57800-0000-1	4.95
Frontier California Inc.	INV0019464	08/19/2021	6617923058040706-5	30-500-57800-0000-1	254.41
Frontier California Inc.	INV0019464	08/19/2021	6617923391070209-5	30-500-57800-0000-1	405.81
Frontier California Inc.	INV0019464	08/19/2021	6617923058040706-5	31-505-57800-0000-1	254.41
Frontier California Inc.	INV0019464	08/19/2021	6617925634111103-5	31-505-57800-0000-1	4.95
Frontier California Inc.	INV0019464	08/19/2021	530-198-2194-071304-5	32-510-57800-0000-1	203.10
Frontier California Inc.	INV0019464	08/19/2021	6617923058040706-5	32-510-57800-0000-1	254.41
Frontier California Inc.	INV0019464	08/19/2021	6617925634111103-5	32-510-57800-0000-1	4.95
Frontier California Inc.	INV0019464	08/19/2021	6617923058040706-5	34-520-57800-0000-1	113.07
			Vendor Frontier - Frontier California Inc. Total:		**2,586.99**
Vendor: GALLS - GALLS					
GALLS	018622146	08/19/2021	Inv. 018622146 - Protective Su	26-110-53100-8223-1	1,149.72
GALLS	018631434	08/19/2021	Inv. 018631434 - Protective Su	26-110-53100-8223-1	2,486.48
GALLS	018651646	08/19/2021	Inv. 018651646 - Protective Su	26-110-53100-8223-1	388.36
GALLS	018811802	08/19/2021	Inv. 018811802 - Protective Su	26-110-53100-8223-1	314.51
GALLS	018859974	08/19/2021	Inv. 018859974 - Protective Su	26-110-53100-8223-1	551.54
GALLS	018620735	08/31/2021	Inv. 018620735 - Protective Su	26-110-53100-8223-1	2,932.70
GALLS	018641950	08/31/2021	Inv. 018641950 - Protective Su	26-110-53100-8223-1	4,628.05
			Vendor GALLS - GALLS Total:		**12,451.36**
Vendor: Golden Valley Orchar - Golden Valley Orchard Supply Inc.					
Golden Valley Orchard Supply I	26221	08/19/2021	INV 26221	01-180-57400-0000-1	79.32
Golden Valley Orchard Supply I	26221	08/19/2021	INV 26221	32-510-57400-0000-1	127.59
			Vendor Golden Valley Orchar - Golden Valley Orchard Supply Inc. Total:		**206.91**
Vendor: Haaker Equipment Co. - Haaker Equipment Co.					
Haaker Equipment Co.	INV0019462	08/19/2021	ONE VACTOR 2112 PLUS SEWE	13-305-59250-8100-1	401,973.00
			Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:		**401,973.00**
Vendor: Hodges - Hodges Law Group					
Hodges Law Group	INV0019557	08/31/2021	City Council	01-130-56100-0000-1	3,348.50
Hodges Law Group	INV0019557	08/31/2021	Administration	01-130-56100-0000-1	1,784.00
Hodges Law Group	INV0019557	08/31/2021	City Manager	01-130-56100-0000-1	1,080.00
Hodges Law Group	INV0019557	08/31/2021	City Council Members	01-130-56100-0000-1	247.50
Hodges Law Group	INV0019557	08/31/2021	Litigation	01-130-56100-0000-1	490.00
Hodges Law Group	INV0019557	08/31/2021	Finance	01-130-56100-0000-1	427.50
Hodges Law Group	INV0019557	08/31/2021	Community Development	01-130-56100-0000-1	6,315.00
Hodges Law Group	INV0019557	08/31/2021	Public Records Request	01-130-56100-0000-1	377.50
Hodges Law Group	INV0019557	08/31/2021	ACLU	01-130-56100-0000-1	70.00
Hodges Law Group	INV0019557	08/31/2021	Government Tort Claims	01-130-56100-0000-1	180.00
Hodges Law Group	INV0019557	08/31/2021	Citi Council/City Manager	01-130-56100-0000-1	525.00
Hodges Law Group	INV0019557	08/31/2021	Public Works	32-510-56100-0000-1	1,365.00
			Vendor Hodges - Hodges Law Group Total:		**16,210.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Home Depot - Home Depot					
Home Depot	0061575	08/19/2021	INV 81360	01-180-57400-0000-1	24.84
Home Depot	0533308	08/19/2021	Inv - 0533308 Supplies CH	01-190-57400-0000-1	54.09
Home Depot	0533308	08/19/2021	Inv - 0533308 Supplies CH	32-510-57400-0000-1	72.63

Home Depot	3510978	08/19/2021	Safety Equipmet	01-155-56800-0000-1	205.25
Home Depot	6534015	08/19/2021	08/04/21 - Inv 6534015	32-510-57400-0000-1	107.07
Home Depot	9511219	08/19/2021	07/12/12 - Inv 9511219	32-510-57400-0000-1	14.05
Home Depot	0061575B	08/31/2021	Inv 0061575	30-500-57400-0000-1	256.49
				Vendor Home Depot - Home Depot Total:	**734.42**
Vendor: Hyatt - Hyatt Place Delano					
Hyatt Place Delano	4972	08/31/2021	Inv 4972	01-150-52000-0000-1	110.20
Hyatt Place Delano	4976	08/31/2021	Inv. 4976	01-150-52000-0000-1	396.72
Hyatt Place Delano	4987	08/31/2021	Inv. 4987	01-150-52000-0000-1	220.40
Hyatt Place Delano	5037	08/31/2021	Inv. 5037	01-150-52000-0000-1	220.40
Hyatt Place Delano	5051	08/31/2021	Inv. 5051	01-150-52000-0000-1	220.40
Hyatt Place Delano	5068	08/31/2021	Inv. 5068	01-150-52000-0000-1	304.14
Hyatt Place Delano	5097	08/31/2021	Inv. 5097	01-150-52000-0000-1	709.66
Hyatt Place Delano	5163	08/31/2021	Inv. 5163	01-150-52000-0000-1	405.52
Hyatt Place Delano	5182	08/31/2021	Inv. 5182	01-150-52000-0000-1	198.36
Hyatt Place Delano	5207	08/31/2021	Inv. 5207	01-150-52000-0000-1	405.52
				Vendor Hyatt - Hyatt Place Delano Total:	**3,191.32**
Vendor: Information Technolo - Information Technology					
Information Technology	1160-03272	08/19/2021	Inv. 1160-03272 CJIS Access Li	01-150-57800-0000-1	420.00
				Vendor Information Technolo - Information Technology Total:	**420.00**
Vendor: Jim Burke - Jim Burke					
Jim Burke	672273	08/19/2021	Inv. 672273 Vehicle Repair &	01-150-56600-0000-1	879.59
Jim Burke	676989	08/19/2021	Inv. 676989 Vehicle Repair &	01-150-56600-0000-1	1,665.66
				Vendor Jim Burke - Jim Burke Total:	**2,545.25**
Vendor: John Hancock - John Hancock					
John Hancock	INV0019468	08/19/2021	Asset Charge	01-105-50400-0000-1	25.84
John Hancock	INV0019468	08/19/2021	Asset Charge	01-110-50400-0000-1	77.53
John Hancock	INV0019468	08/19/2021	Asset Charge	01-115-50400-0000-1	77.53
John Hancock	INV0019468	08/19/2021	Asset Charge	01-140-50400-0000-1	103.37
John Hancock	INV0019468	08/19/2021	Asset Charge	01-150-50400-0000-1	930.33
John Hancock	INV0019468	08/19/2021	Asset Charge	01-155-50400-0000-1	77.53
John Hancock	INV0019468	08/19/2021	Asset Charge	01-160-50400-0000-1	25.84
John Hancock	INV0019468	08/19/2021	Asset Charge	01-165-50400-0000-1	25.84
John Hancock	INV0019468	08/19/2021	Asset Charge	01-175-50400-0000-1	77.53
John Hancock	INV0019468	08/19/2021	Asset Charge	01-180-50400-0000-1	206.74
John Hancock	INV0019468	08/19/2021	Asset Charge	30-500-50400-0000-1	439.33
John Hancock	INV0019468	08/19/2021	Asset Charge	31-505-50400-0000-1	51.69
John Hancock	INV0019468	08/19/2021	Asset Charge	32-510-50400-0000-1	465.17
John Hancock	INV0019475	08/26/2021	401K - Employer	01-20800-0000-1	616.11
John Hancock	INV0019475	08/26/2021	401K - Employer	20-20800-0000-1	183.46
John Hancock	INV0019475	08/26/2021	401K - Employer	30-20800-0000-1	285.25
John Hancock	INV0019475	08/26/2021	401K - Employer	31-20800-0000-1	101.54
John Hancock	INV0019475	08/26/2021	401K - Employer	32-20800-0000-1	285.24
John Hancock	INV0019476	08/26/2021	401K - Employee	01-20800-0000-1	124.95
John Hancock	INV0019476	08/26/2021	401K - Employee	20-20800-0000-1	15.73
John Hancock	INV0019476	08/26/2021	401K - Employee	30-20800-0000-1	16.96
John Hancock	INV0019476	08/26/2021	401K - Employee	32-20800-0000-1	84.79
John Hancock	INV0019487	08/26/2021	401K Loan 1	30-20800-0000-1	100.02
John Hancock	INV0019488	08/26/2021	401K Loan 1	01-20800-0000-1	35.80
John Hancock	INV0019488	08/26/2021	401K Loan 1	30-20800-0000-1	54.11
John Hancock	INV0019488	08/26/2021	401K Loan 1	31-20800-0000-1	0.81
John Hancock	INV0019488	08/26/2021	401K Loan 1	32-20800-0000-1	52.48
John Hancock	INV0019489	08/26/2021	401K Loan 2	01-20800-0000-1	25.00
John Hancock	INV0019489	08/26/2021	401K Loan 2	30-20800-0000-1	37.79
John Hancock	INV0019489	08/26/2021	401K Loan 2	31-20800-0000-1	0.57

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0019489	08/26/2021	401K Loan 2	32-20800-0000-1	36.64
John Hancock	INV0019490	08/26/2021	401K Loan 2	01-20800-0000-1	10.65
John Hancock	INV0019490	08/26/2021	401K Loan 2	30-20800-0000-1	12.42
John Hancock	INV0019490	08/26/2021	401K Loan 2	32-20800-0000-1	12.43
John Hancock	INV0019491	08/26/2021	401K Loan 3	32-20800-0000-1	25.60

John Hancock	INV0019492	08/26/2021	401K Loan 3	34-20800-0000-1	100.00
John Hancock	INV0019493	08/26/2021	401K Loan 3	01-20800-0000-1	34.35
John Hancock	INV0019494	08/26/2021	401K Loan 4	01-20800-0000-1	131.83
John Hancock	INV0019495	08/26/2021	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0019496	08/26/2021	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0019497	08/26/2021	401K Loan 5	32-20800-0000-1	89.08
John Hancock	INV0019498	08/26/2021	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0019498	08/26/2021	401K Loan 4	30-20800-0000-1	34.17
John Hancock	INV0019498	08/26/2021	401K Loan 4	32-20800-0000-1	34.17
John Hancock	INV0019499	08/26/2021	401k Contribution	01-20800-0000-1	194.48
John Hancock	INV0019500	08/26/2021	401k Contribution	32-20800-0000-1	134.32
John Hancock	INV0019501	08/26/2021	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0019501	08/26/2021	401k Contribution	30-20800-0000-1	157.53
John Hancock	INV0019501	08/26/2021	401k Contribution	32-20800-0000-1	157.53
John Hancock	INV0019502	08/26/2021	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0019503	08/26/2021	401k Contribution	01-20800-0000-1	184.07
John Hancock	INV0019503	08/26/2021	401k Contribution	20-20800-0000-1	5.69
John Hancock	INV0019504	08/26/2021	401k Contribution	01-20800-0000-1	25.00
John Hancock	INV0019504	08/26/2021	401k Contribution	30-20800-0000-1	37.79
John Hancock	INV0019504	08/26/2021	401k Contribution	31-20800-0000-1	0.57
John Hancock	INV0019504	08/26/2021	401k Contribution	32-20800-0000-1	36.64
John Hancock	INV0019505	08/26/2021	401k Contribution	34-20800-0000-1	131.04
John Hancock	INV0019506	08/26/2021	401k Contribution	01-20800-0000-1	131.04
John Hancock	INV0019519	08/26/2021	401K - Employer	01-20800-0000-1	2,790.09
John Hancock	INV0019519	08/26/2021	401K - Employer	30-20800-0000-1	20.51
John Hancock	INV0019519	08/26/2021	401K - Employer	32-20800-0000-1	20.51
John Hancock	INV0019520	08/26/2021	401K - Employee	01-20800-0000-1	894.32
John Hancock	INV0019520	08/26/2021	401K - Employee	30-20800-0000-1	4.10
John Hancock	INV0019520	08/26/2021	401K - Employee	32-20800-0000-1	4.10
John Hancock	INV0019529	08/26/2021	401K Loan 1	01-20800-0000-1	117.75
John Hancock	INV0019530	08/26/2021	401k Contribution	01-20800-0000-1	151.92
John Hancock	INV0019531	08/26/2021	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0019532	08/26/2021	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0019533	08/26/2021	401k Contribution	01-20800-0000-1	268.89
John Hancock	INV0019534	08/26/2021	401k Contribution	01-20800-0000-1	246.88
John Hancock	INV0019535	08/26/2021	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0019536	08/26/2021	401k Contribution	01-20800-0000-1	274.68
John Hancock	INV0019537	08/26/2021	401k Contribution	01-20800-0000-1	776.92
John Hancock	INV0019538	08/26/2021	401k Contribution	01-20800-0000-1	215.54
John Hancock	INV0019546	08/30/2021	401K - Employer	01-20800-0000-1	140.64
John Hancock	INV0019547	08/30/2021	401K - Employee	01-20800-0000-1	126.58
				Vendor John Hancock - John Hancock Total:	**13,807.56**

Vendor: J's Automotive - J's Automotive

J's Automotive	12068	08/19/2021	Inv. 12068 - Tow Services (01/	01-150-56000-0000-1	182.00
J's Automotive	12301	08/19/2021	Inv. 12301 - Tow Services (04/	01-150-56000-0000-1	185.00
J's Automotive	12313	08/19/2021	Inv. 12313 - Tow Services (05/	01-150-56000-0000-1	85.00
J's Automotive	12416	08/19/2021	Inv. 12416 - Tow Services (06/	01-150-56000-0000-1	85.00
J's Automotive	12449	08/19/2021	Inv. 12449 - Tow Services (07/	01-150-56000-0000-1	105.00
J's Automotive	12453	08/19/2021	Inv. 12453 - Tow Services (07/	01-150-56000-0000-1	85.00
J's Automotive	9315	08/19/2021	Inv. 9315 (Unit 29)	01-150-56600-0000-1	498.70
J's Automotive	9328	08/19/2021	Inv. 9328 (Unit 37)	01-150-56600-0000-1	585.17
J's Automotive	9336	08/19/2021	Inv. 9336 (Unit 26)	01-150-56600-0000-1	842.50
J's Automotive	9350	08/19/2021	Inv. 9350 (Unit 26) 07/08/21	01-150-56600-0000-1	1,681.99
J's Automotive	9353	08/19/2021	Inv. 9353 (Unit 37) 07/09/21	01-150-56600-0000-1	443.31
J's Automotive	9355	08/19/2021	Inv. 9355 (Unit 31) 07/16/21	01-150-56600-0000-1	872.36

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
J's Automotive	9356	08/19/2021	Inv. 9356 (Unit 37) 07/17/21	01-150-56600-0000-1	65.00
J's Automotive	9358	08/19/2021	Inv. 9358 (Unit 26) 07/30/21	01-150-56600-0000-1	500.45
				Vendor J's Automotive - J's Automotive Total:	**6,216.48**

Vendor: K.C. Waste - K.C. Waste

K.C. Waste	INV0019457	08/19/2021	June 2021 Gate Fees	31-505-52800-0000-1	4,336.08
				Vendor K.C. Waste - K.C. Waste Total:	**4,336.08**

Vendor: KOGA - Kelleen Emi Koga					
Kelleen Emi Koga	000351	08/19/2021	Inv. 000351 Kogawood Batons	26-110-53100-8223-1	1,555.12
				Vendor KOGA - Kelleen Emi Koga Total:	**1,555.12**
Vendor: Kern County Clerk - Kern County Clerk					
Kern County Clerk	INV0019553	08/31/2021	CEQA Notice of Determinatior	01-140-56000-0000-1	3,495.25
Kern County Clerk	INV0019554	08/31/2021	CEQA NOD - Tract 7393 & 739	01-140-56000-8472-1	2,530.25
Kern County Clerk	INV0019555	08/31/2021	CEQA Notice of Exemption	01-140-56000-8471-1	50.00
Kern County Clerk	INV0019556	08/31/2021	CEQA NOD - Elmo Medical Off	01-140-56000-0000-1	50.00
				Vendor Kern County Clerk - Kern County Clerk Total:	**6,125.50**
Vendor: Kern County Fire - Kern County Fire					
Kern County Fire	22-000010	08/19/2021	Inv.22-000010 Ageement No.(	01-130-58900-0000-1	109,424.50
				Vendor Kern County Fire - Kern County Fire Total:	**109,424.50**
Vendor: Kern County Forensic - Kern County Forensic Services, LLC					
Kern County Forensic Services,	1474	08/19/2021	Inv. 1474 Case #21-00634 (07/	01-150-56000-0000-1	1,000.00
Kern County Forensic Services,	1475	08/19/2021	Inv, 1475 Case #21-00634 (07/	01-150-56000-0000-1	1,000.00
Kern County Forensic Services,	1476	08/19/2021	Inv. 1476 Case #21-00634 (07/	01-150-56000-0000-1	1,000.00
Kern County Forensic Services,	1508	08/19/2021	Inv. 1508 Case #21-00750 (07/	01-150-56000-0000-1	1,000.00
				Vendor Kern County Forensic - Kern County Forensic Services, LLC Total:	**4,000.00**
Vendor: Knights - Knights					
Knights	INV0019452	08/19/2021	Villa Del Caribe Park Fence Re	25-000-52960-8080-1	320.82
Knights	INV0019562	08/31/2021	Villa Del Caribe Park Fence Re	25-000-52960-8080-1	360.13
Knights	INV0019563	08/31/2021	Villa Del Caribe Park Fence Re	25-000-52960-8080-1	5,849.37
				Vendor Knights - Knights Total:	**6,530.32**
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	466028	08/19/2021	Animal Disposal- Invoice 4660	01-155-51100-0000-1	220.50
				Vendor KOEFRAN - Koefran Industries, Inc. Total:	**220.50**
Vendor: Law & Associates Inv - Law & Associates Inv					
Law & Associates Inv	2095	08/19/2021	Inv. 2095 Background - Pascua	01-150-56000-0000-1	900.00
				Vendor Law & Associates Inv - Law & Associates Inv Total:	**900.00**
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	12057113B	08/19/2021	Inv 12057113B Copier Lease	01-130-52200-0000-1	396.83
				Vendor Leaf - LEAF Capital Funding LLC Total:	**396.83**
Vendor: LeBeau - Thelen - LeBeau - Thelen					
LeBeau - Thelen	INV0019473	08/19/2021	Update Audit Letter	01-130-56100-0000-1	24.00
LeBeau - Thelen	INV0019473	08/19/2021	Attend Kern Groundwater Aut	32-510-56000-0000-1	66.00
LeBeau - Thelen	INV0019474	08/19/2021	Review Draft Discovery Respo	01-130-56100-0000-1	187.50
				Vendor LeBeau - Thelen - LeBeau - Thelen Total:	**277.50**
Vendor: Golden Empire Water - Mario A. Cervantes					
Mario A. Cervantes	1184	08/19/2021	INV #1184 SERVICES FOR JUNE	32-510-50100-0000-1	1,462.00
Mario A. Cervantes	1191	08/19/2021	INV #1191 SERVICES FOR JULY	32-510-50100-0000-1	1,462.00
				Vendor Golden Empire Water - Mario A. Cervantes Total:	**2,924.00**
Vendor: Mario - Mario Gonzales					
Mario Gonzales	INV0019461	08/19/2021	Reimbursment - Cookies for c	01-105-57100-0000-1	14.17
				Vendor Mario - Mario Gonzales Total:	**14.17**
Vendor: Mass Mutual - Mass Mutual					
Mass Mutual	INV0019477	08/26/2021	457 Employer	01-20800-0000-1	102.99
Mass Mutual	INV0019477	08/26/2021	457 Employer	30-20800-0000-1	155.63
Mass Mutual	INV0019477	08/26/2021	457 Employer	31-20800-0000-1	2.33
Mass Mutual	INV0019477	08/26/2021	457 Employer	32-20800-0000-1	150.97
Mass Mutual	INV0019478	08/26/2021	457 Contribution	01-20800-0000-1	25.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Mass Mutual	INV0019478	08/26/2021	457 Contribution	30-20800-0000-1	37.79
Mass Mutual	INV0019478	08/26/2021	457 Contribution	31-20800-0000-1	0.57
Mass Mutual	INV0019478	08/26/2021	457 Contribution	32-20800-0000-1	36.64
				Vendor Mass Mutual - Mass Mutual Total:	**511.92**
Vendor: MCA Direct - MCA Direct					
MCA Direct	2021058	08/19/2021	Inv 2021058	01-105-57200-0000-1	211.66
				Vendor MCA Direct - MCA Direct Total:	**211.66**

Vendor: McFarland Tire - McFarland Tire

McFarland Tire	20655	08/19/2021	Inv. 20655 Repairs & Maint.	01-150-56600-0000-1	205.00
McFarland Tire	21218	08/19/2021	Inv. 21218 Repairs & Maint.	01-150-56600-0000-1	75.00
			Vendor McFarland Tire - McFarland Tire Total:		**280.00**

Vendor: Office Depot - Office Depot

Office Depot	178678784001	08/19/2021	Inv. 179678784001	01-150-57200-0000-1	99.80
Office Depot	181710408001	08/19/2021	Inv. 181710408001	01-150-57200-0000-1	110.99
Office Depot	181852310001	08/19/2021	INV 181852310001	01-130-57200-0000-1	123.84
Office Depot	183180573001	08/19/2021	Inv 183180573001	01-130-57200-0000-1	16.15
Office Depot	183180573001	08/19/2021	Inv 183180573001	30-500-57200-0000-1	16.15
Office Depot	183180573001	08/19/2021	Inv 183180573001	31-505-57200-0000-1	16.15
Office Depot	183180573001	08/19/2021	Inv 183180573001	32-510-57200-0000-1	16.16
Office Depot	183327424001	08/19/2021	Inv 183327424001	01-130-57200-0000-1	15.60
Office Depot	183327424001	08/19/2021	Inv 183327424001	30-500-57200-0000-1	15.60
Office Depot	183327424001	08/19/2021	Inv 183327424001	31-505-57200-0000-1	15.60
Office Depot	183327424001	08/19/2021	Inv 183327424001	32-510-57200-0000-1	15.58
Office Depot	183661109001	08/19/2021	Inv 183661109001	01-130-57200-0000-1	95.66
Office Depot	183661109001	08/19/2021	Inv 183661109001	30-500-57200-0000-1	95.66
Office Depot	183661109001	08/19/2021	Inv 183661109001	31-505-57200-0000-1	95.66
Office Depot	183661109001	08/19/2021	Inv 183661109001	32-510-57200-0000-1	95.68
Office Depot	181851847001	08/31/2021	INV 181851847001	01-130-57200-0000-1	107.24
Office Depot	184127903001	08/31/2021	Inv. 184127903001	01-150-57200-0000-1	65.86
Office Depot	184131390001	08/31/2021	Inv. 184131390001	01-150-57200-0000-1	36.03
Office Depot	184131401001	08/31/2021	Inv. 184131401001	01-150-57200-0000-1	97.92
Office Depot	184131406001	08/31/2021	Inv. 184131406001	01-150-57200-0000-1	69.70
			Vendor Office Depot - Office Depot Total:		**1,221.03**

Vendor: Personnel Concepts - Personnel Concepts

Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	01-130-57200-0000-1	108.05
Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	01-180-53200-0000-1	21.54
Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	30-500-53200-0000-1	32.65
Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	31-505-53200-0000-1	4.08
Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	32-510-53200-0000-1	36.77
Personnel Concepts	9347267686	08/19/2021	Inv. 9347267686	34-520-53200-0000-1	4.06
			Vendor Personnel Concepts - Personnel Concepts Total:		**207.15**

Vendor: PG&E COMPANY - PG&E COMPANY

PG&E COMPANY	INV0019465	08/19/2021	4453174177-3	01-180-58000-0000-1	905.57
PG&E COMPANY	INV0019465	08/19/2021	0664171738-1	01-180-58000-0000-1	200.69
PG&E COMPANY	INV0019465	08/19/2021	2514556883-5	01-180-58000-0000-1	407.36
PG&E COMPANY	INV0019465	08/19/2021	7576987527-1	01-180-58000-0000-1	499.17
PG&E COMPANY	INV0019465	08/19/2021	9777659623-7	01-180-58000-0000-1	19.79
PG&E COMPANY	INV0019465	08/19/2021	0891499733-6	01-180-58000-0000-1	117.34
PG&E COMPANY	INV0019465	08/19/2021	4022268837-2	01-180-58000-0000-1	187.75
PG&E COMPANY	INV0019465	08/19/2021	7663752590-8	01-180-58100-0000-1	46.35
PG&E COMPANY	INV0019465	08/19/2021	1601672325-2	01-180-58100-0000-1	459.05
PG&E COMPANY	INV0019465	08/19/2021	5568620890-5	01-180-58100-0000-1	17.22
PG&E COMPANY	INV0019465	08/19/2021	5629608181-5	01-180-58100-0000-1	45.75
PG&E COMPANY	INV0019465	08/19/2021	3877090180-9	01-180-58100-0000-1	726.22
PG&E COMPANY	INV0019465	08/19/2021	0741726506-8	01-180-58100-0000-1	879.53
PG&E COMPANY	INV0019465	08/19/2021	2012021553-6	01-180-58100-0000-1	1,446.76
PG&E COMPANY	INV0019465	08/19/2021	4483764300-4	01-180-58100-0000-1	93.98
PG&E COMPANY	INV0019465	08/19/2021	4191871709-5	01-185-58000-0000-1	1,665.96
PG&E COMPANY	INV0019465	08/19/2021	7336692458-4	20-200-58100-0000-1	2,408.17

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Account Number**	**Amount**
PG&E COMPANY	INV0019465	08/19/2021	6372122228-7	20-200-58100-0000-1	1,147.36
PG&E COMPANY	INV0019465	08/19/2021	5794429226-7	20-200-58100-0000-1	379.54
PG&E COMPANY	INV0019465	08/19/2021	0309941756-4	20-200-58100-0000-1	328.27
PG&E COMPANY	INV0019465	08/19/2021	3047362805-2	20-200-58100-0000-1	217.94
PG&E COMPANY	INV0019465	08/19/2021	0979037755-1	20-200-58100-0000-1	62.32
PG&E COMPANY	INV0019465	08/19/2021	9048125100-8	30-500-58000-0000-1	234.89
PG&E COMPANY	INV0019465	08/19/2021	5842445837-8	30-500-58000-0000-1	514.06
PG&E COMPANY	INV0019465	08/19/2021	6395880662-0	32-510-58000-0000-1	50.92

PG&E COMPANY	INV0019465	08/19/2021	0382494192-0	32-510-58000-0000-1	39.76
PG&E COMPANY	INV0019465	08/19/2021	2687153110-4	32-510-58000-0000-1	13,156.49
PG&E COMPANY	INV0019465	08/19/2021	7699604118-2	32-510-58000-0000-1	1,239.14
PG&E COMPANY	INV0019465	08/19/2021	0843084856-7	32-510-58000-0000-1	328.60
				Vendor PG&E COMPANY - PG&E COMPANY Total:	**27,825.95**
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0019528	08/26/2021	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	INV0019560	08/31/2021	EV Charging Station Invoice 4	25-000-52910-8405-1	63,555.00
Proffitt Construction Inc	INV0019561	08/31/2021	Superior Construction Inv 11	25-000-52960-8080-1	149,110.83
				Vendor Proffitt Constructio - Proffitt Construction Inc Total:	**212,665.83**
Vendor: PROFORCE LAW - PROFORCE LAW					
PROFORCE LAW	455100	08/19/2021	Inv. 455100 Safety Equipment	01-150-56800-0000-1	941.12
PROFORCE LAW	456055	08/19/2021	Inv. 456055 Safety Equipment	01-150-56800-0000-1	364.65
PROFORCE LAW	456056	08/19/2021	Inv. 456056 Safety Equipment	01-150-56800-0000-1	1,108.43
				Vendor PROFORCE LAW - PROFORCE LAW Total:	**2,414.20**
Vendor: PSTC - PSTC					
PSTC	22225	08/19/2021	Inv. 22225 PD Workshop Clas	01-150-52000-0000-1	330.00
				Vendor PSTC - PSTC Total:	**330.00**
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	123025	08/31/2021	Inv 123025	01-155-58050-0000-1	143.56
R&F Disposal	123027	08/31/2021	Inv 123027	01-185-58050-0000-1	93.72
R&F Disposal	3367615	08/31/2021	Inv 3367615	01-155-58050-0000-1	143.56
R&F Disposal	337526	08/31/2021	Inv 337526	01-190-58050-0000-1	201.50
R&F Disposal	338782B	08/31/2021	Inv 338782B	01-190-58050-0000-1	51.44
R&F Disposal	339020	08/31/2021	Inv 339020	01-190-58050-0000-1	182.00
R&F Disposal	33906613	08/31/2021	Inv 33906613	01-155-58050-0000-1	143.56
R&F Disposal	339069	08/31/2021	Inv 339069	01-190-58050-0000-1	201.50
R&F Disposal	339482	08/31/2021	Inv 339482	01-190-58050-0000-1	100.00
R&F Disposal	340941	08/31/2021	Inv 340941	01-190-58050-0000-1	260.00
R&F Disposal	52657	08/31/2021	Inv 52657	01-155-58050-0000-1	143.56
R&F Disposal	7312111	08/31/2021	Inv 7312111	01-185-58050-0000-1	93.72
R&F Disposal	7312112	08/31/2021	Inv 7312112	30-500-58050-0000-1	143.56
R&F Disposal	7312113	08/31/2021	Inv 7312113	01-180-58050-0000-1	143.56
R&F Disposal	7312115	08/31/2021	7312115	01-155-58050-0000-1	143.56
				Vendor R&F Disposal - R&F Disposal Total:	**2,188.80**
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	79043 & 79058	08/19/2021	Inv 79043 & 79058 Fernando L	01-115-57200-0000-1	22.18
Raymond's Trophy	79043 & 79058	08/19/2021	Inv 79043 & 79058 Fernando L	30-500-57200-0000-1	22.18
Raymond's Trophy	79043 & 79058	08/19/2021	Inv 79043 & 79058 Fernando L	31-505-57200-0000-1	22.17
Raymond's Trophy	79043 & 79058	08/19/2021	Inv 79043 & 79058 Fernando L	32-510-57200-0000-1	22.18
				Vendor Raymond's Trophy - Raymond's Trophy Total:	**88.71**
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	R234911	08/19/2021	Inv R234911 103 W Sherwood	01-180-57800-0000-1	300.00
				Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:	**300.00**
Vendor: Security Pro USA - Security Pro USA					
Security Pro USA	175766	08/19/2021	Inv. 175766 - Protective Suppl	26-110-53100-8223-1	598.46
				Vendor Security Pro USA - Security Pro USA Total:	**598.46**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Slater Plumbing & Me - Slater Plumbing & Mechanical, Inc.					
Slater Plumbing & Mechanical,	47362	08/19/2021	INV 47362	30-500-56410-0000-1	3,950.98
				Vendor Slater Plumbing & Me - Slater Plumbing & Mechanical, Inc. Total:	**3,950.98**
Vendor: The Gas Co. - SoCalGas					
SoCalGas	INV0019460	08/19/2021	SOCALGAS 09696221838 JULY	01-190-58000-0000-1	14.96
				Vendor The Gas Co. - SoCalGas Total:	**14.96**
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	20806788	08/19/2021	Inv 20806788 - JB9323918-00	32-510-58000-0000-1	6,805.53

Solar Energy of America 1 LLC	20806789	08/31/2021	Inv 20806789 -JB-9321941-00	30-500-58000-0000-1	16,987.08
			Vendor Solar Energy - Solar Energy of America 1 LLC Total:		**23,792.61**
Vendor: SpeakWrite - SpeakWrite					
SpeakWrite	17C49627	08/19/2021	Inv. 17c49627 - Transcription S	01-130-56000-0000-1	392.96
SpeakWrite	A7BE24FE	08/19/2021	Inv. a7be24fe - Transcription S	01-130-56000-0000-1	146.03
			Vendor SpeakWrite - SpeakWrite Total:		**538.99**
Vendor: Spectrum - Spectrum					
Spectrum	063799301063021	08/19/2021	ACCOUNT# 0050637993-01	01-185-57800-0000-1	128.26
Spectrum	092769301072621	08/19/2021	ACCOUNT# 0050927693-01	01-185-57800-0000-1	287.12
Spectrum	119560501062121	08/19/2021	ACCOUNT #119560501	01-190-57800-0000-1	793.33
Spectrum	119560501070121	08/19/2021	City Hall Internet	01-190-57800-0000-1	1,190.00
Spectrum	11956050180121	08/19/2021	Inv 11956050180121 City Hall	01-190-57800-0000-1	1,190.00
			Vendor Spectrum - Spectrum Total:		**3,588.71**
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	118415	08/19/2021	Inv. 118415-0 8/12/21	01-150-57200-0000-1	107.75
			Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:		**107.75**
Vendor: Stria - Stria LLC					
Stria LLC	15310	08/19/2021	Inv 15310	01-130-56000-0000-1	1,221.73
			Vendor Stria - Stria LLC Total:		**1,221.73**
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	12425	08/19/2021	Inv 33104	34-520-55800-0000-1	125.33
The Bakersfield Californian	33003	08/19/2021	Inv 33003	25-000-52960-8430-1	1,885.14
The Bakersfield Californian	INV0019471	08/19/2021	AD#14755399 Finance Directo	01-130-55800-0000-1	249.34
The Bakersfield Californian	INV0019471	08/19/2021	AD#14755399 Finance Directo	30-500-55800-0000-1	249.32
The Bakersfield Californian	INV0019471	08/19/2021	AD#14755399 Finance Directo	31-505-55800-0000-1	249.32
The Bakersfield Californian	INV0019471	08/19/2021	AD#14755399 Finance Directo	32-510-55800-0000-1	249.32
			Vendor Bakersfield Cal. - The Bakersfield Californian Total:		**3,007.77**
Vendor: THE BANCORP - THE BANCORP BANK					
THE BANCORP BANK	INV0019564	08/31/2021	Inv. 516895 August-2021 Lease	01-150-58900-0000-1	7,227.09
			Vendor THE BANCORP - THE BANCORP BANK Total:		**7,227.09**
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	3299326	08/19/2021	Inv 3299326 Contract Services	01-150-52200-0000-1	304.38
			Vendor Ultrex Business - Ultrex Business Total:		**304.38**
Vendor: Underground Service - Underground Service					
Underground Service	1204152021	08/19/2021	Inv 1204152021 Membership	01-180-53250-0000-1	148.70
Underground Service	1204152021	08/19/2021	Inv 1204152021 Membership	30-500-53250-0000-1	148.70
Underground Service	1204152021	08/19/2021	Inv 1204152021 Membership	32-510-53250-0000-1	148.73
			Vendor Underground Service - Underground Service Total:		**446.13**
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	9881842077	08/19/2021	VERIZON MAY 2021	01-150-57800-0000-1	1,331.61
Verizon - Police Dep	9881842077	08/19/2021	VERIZON MAY 2021	01-155-57800-0000-1	73.33
Verizon - Police Dep	9883999578	08/19/2021	VERIZON JUNE 2021	01-150-57800-0000-1	1,387.63
Verizon - Police Dep	9883999578	08/19/2021	VERIZON JUNE 2021	01-155-57800-0000-1	73.33
			Vendor Verizon - Police Dep - Verizon - Police Dep Total:		**2,865.90**
Vendor: VICTOR NUNEZ - VICTOR NUNEZ					
VICTOR NUNEZ	INV0019463	08/19/2021	Deposit reimbursement plann	01-24000-0000-1	1,196.00
			Vendor VICTOR NUNEZ - VICTOR NUNEZ Total:		**1,196.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WILLDAN - WILLDAN					
WILLDAN	010-48536	08/19/2021	Inv 010-48536	20-200-52200-0000-1	2,725.96
WILLDAN	010-48535	08/31/2021	Inv 010-48535	01-130-56000-0000-1	7,714.95
			Vendor WILLDAN - WILLDAN Total:		**10,440.91**
Vendor: Witcher Electric - Witcher Electric					
Witcher Electric	37462AA	08/19/2021	Inv 3746AA Trouble Shoot SC/	32-510-56400-0000-1	1,050.00
Witcher Electric	37463AA	08/19/2021	Inv 37463AA Well 6	32-510-56400-0000-1	1,945.34
			Vendor Witcher Electric - Witcher Electric Total:		**2,995.34**
			Grand Total:		**1,087,800.19**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	253,246.49
13 - CDBG	401,973.00
20 - LIGHTING & LANDSCAPING-DISTRICT 1	7,859.73
25 - CAPITAL IMPROVEMENTS PROJECTS	222,292.43
26 - MISCELLANEOUS GRANTS	24,287.40
30 - SEWER	41,637.17
31 - REFUSE/RECYCLING	9,047.93
32 - WATER	124,735.27
34 - PUBLIC TRANSPORTATION	2,720.77
Grand Total:	**1,087,800.19**

Account Summary

Account Number	Account Name	Payment Amount
01-105-50400-0000-1	Retirement (401K)	25.84
01-105-52200-0000-1	Contract Services	284.24
01-105-57100-0000-1	Special Activities	14.17
01-105-57200-0000-1	Supplies - Office	211.66
01-105-57800-0000-1	Telephone & Communica	425.98
01-110-50400-0000-1	Retirement (401K)	77.53
01-110-57800-0000-1	Telephone & Communica	39.41
01-115-50400-0000-1	Retirement (401K)	77.53
01-115-52200-0000-1	Contract Services	2,421.99
01-115-57200-0000-1	Supplies - Office	22.18
01-115-57800-0000-1	Telephone & Communica	72.48
01-130-51200-0000-1	Bank Charges	391.64
01-130-52200-0000-1	Contract Services	396.83
01-130-55800-0000-1	Printing & Legal Notices	249.34
01-130-56000-0000-1	Professional Services - Ot	9,475.67
01-130-56100-0000-1	Legal Services	15,056.50
01-130-57200-0000-1	Supplies - Office	905.18
01-130-58900-0000-1	Debt Principal Redeemed	109,424.50
01-140-50400-0000-1	Retirement (401K)	103.37
01-140-55500-8500-1	Special Studies/Master Pl	10,600.00
01-140-56000-0000-1	Professional Services - Ot	3,545.25
01-140-56000-8466-1	Professional Services-R&F	85.00
01-140-56000-8471-1	Professional Services - Co	50.00
01-140-56000-8472-1	Professional Services - Int	3,125.25
01-140-57800-0000-1	Telephone & Communica	33.41
01-150-48200-0000-1	Miscellaneous	127.30
01-150-50400-0000-1	Retirement (401K)	930.33
01-150-51800-0000-1	Clothing Allowance	1,750.66
01-150-52000-0000-1	Conferences/Meetings/Tr	3,521.32
01-150-52200-0000-1	Contract Services	683.11
01-150-54000-0000-1	Fuel	47.59
01-150-56000-0000-1	Professional Services - Ot	5,627.00
01-150-56600-0000-1	Repairs & Maintenance -	8,314.73
01-150-56800-0000-1	Safety Equipment	2,414.20
01-150-57200-0000-1	Supplies - Office	597.47
01-150-57800-0000-1	Telephone & Communica	3,583.58
01-150-58900-0000-1	Debt Principal	7,227.09
01-155-50400-0000-1	Retirement (401K)	77.53
01-155-51100-0000-1	Animal Disposal	220.50
01-155-51150-0000-1	Dog Clinic	107.00
01-155-56800-0000-1	Safety Equipment	205.25
01-155-57800-0000-1	Telephone & Communica	180.07
01-155-58050-0000-1	Utilities Other	717.80
01-160-50400-0000-1	Retirement (401K)	25.84

Account Summary

Account Number	Account Name	Payment Amount
01-160-57800-0000-1	Telephone & Communica	119.19
01-165-50400-0000-1	Retirement (401K)	25.84
01-165-57800-0000-1	Telephone & Communica	33.41
01-175-50400-0000-1	Retirement (401K)	77.53
01-175-57800-0000-1	Telephone & Communica	33.41
01-180-50400-0000-1	Retirement (401K)	206.74
01-180-51800-0000-1	Clothing Allowance	65.71
01-180-53200-0000-1	Dues & Subscriptions	21.54
01-180-53250-0000-1	Permits & Certificates	148.70
01-180-56000-0000-1	Professional Services - Ot	125.00
01-180-56410-0000-1	Repairs & Maintenance E	73.99
01-180-57400-0000-1	Supplies - Operating	104.16
01-180-57800-0000-1	Telephone & Communica	300.00
01-180-58000-0000-1	Utilities	3,441.93
01-180-58050-0000-1	Utilities Other	143.56
01-180-58100-0000-1	Street Lighting	11,594.66
01-185-57800-0000-1	Telephone & Communica	798.61
01-185-58000-0000-1	Utilities	1,665.96
01-185-58050-0000-1	Utilities Other	187.44
01-190-56400-0000-1	Repairs & Maint - Build &	280.00
01-190-57400-0000-1	Supplies - Operating	54.09
01-190-57800-0000-1	Telephone & Communica	3,432.69
01-190-58000-0000-1	Utilities	14.96
01-190-58050-0000-1	Utilities Other	996.44
01-20400-0000-1	Intergovernmental Payab	4,988.10
01-20800-0000-1	Pension Payable	8,747.49
01-22050-0000-1	Federal Withholding Paya	5,994.47
01-22100-0000-1	FICA Payable	8,956.26
01-22150-0000-1	Medicare Payable	2,094.64
01-22200-0000-1	State Withholding Payabl	2,878.53
01-22250-0000-1	SUTA Payable	112.26
01-22350-0000-1	Garnishments	62.50
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	73.73
01-22700-0000-1	Disablity LTD	369.11
01-22800-0000-1	Accident	49.73
01-22900-0000-1	Life	191.36
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	1,196.00
01-315-56600-0165-1	Code Enforcement - Repa	75.00
13-305-59250-8100-1	Transfer to Construction i	401,973.00
20-200-52200-0000-1	Contract Services	2,725.96
20-200-57800-0000-1	Telephone & Communica	16.36
20-200-58100-0000-1	Street Lighting	4,543.60
20-20800-0000-1	Pension Payable	204.88
20-22050-0000-1	Federal Withholding Paya	32.27
20-22100-0000-1	FICA Payable	234.80
20-22150-0000-1	Medicare Payable	54.90
20-22200-0000-1	State Withholding Payabl	46.96
25-000-52910-8405-1	Buildings & Improvement	63,555.00
25-000-52960-8080-1	Streets & Roads Capital	155,787.29
25-000-52960-8425-1	Streets & Roads Capital	1,065.00
25-000-52960-8430-1	Streets & Roads (Capital)	1,885.14
26-110-53100-8223-1	Grant Expenditures- Cour	24,287.40
30-20400-0000-1	Intergovernmental Payab	4,988.10
30-20800-0000-1	Pension Payable	1,209.27
30-22050-0000-1	Federal Withholding Paya	786.08
30-22100-0000-1	FICA Payable	1,218.30

Account Summary

Account Number	Account Name	Payment Amount
30-22150-0000-1	Medicare Payable	284.94
30-22200-0000-1	State Withholding Payabl	384.58
30-22250-0000-1	SUTA Payable	18.77
30-22350-0000-1	Garnishments	62.50
30-22600-0000-1	Health FSA	49.57
30-22700-0000-1	Disablity LTD	66.98
30-22800-0000-1	Accident	1.17
30-22900-0000-1	Life	79.99
30-22950-0000-1	Cancer- American Fidelity	22.04
30-500-50400-0000-1	Retirement (401K)	439.33
30-500-51200-0000-1	Bank Charges	391.64
30-500-51800-0000-1	Clothing Allowance	63.49
30-500-52200-0000-1	Contract Services	2,635.17
30-500-52600-0000-1	Contract Services - Sewer	2,064.00
30-500-53200-0000-1	Dues & Subscriptions	32.65
30-500-53250-0000-1	Permits & Certificates	148.70
30-500-55800-0000-1	Printing & Legal Notices	249.32
30-500-56410-0000-1	Repairs & Maintenance E	4,063.03
30-500-57200-0000-1	Supplies - Office	149.59
30-500-57400-0000-1	Supplies - Operating	1,751.79
30-500-57800-0000-1	Telephone & Communica	781.23
30-500-58000-0000-1	Utilities	18,028.38
30-500-58050-0000-1	Utilities Other	143.56
30-500-58200-0000-1	Water/Soil/Other Analysi	1,523.00
31-20400-0000-1	Intergovernmental Payab	2,302.20
31-20800-0000-1	Pension Payable	106.39
31-22050-0000-1	Federal Withholding Paya	16.45
31-22100-0000-1	FICA Payable	186.84
31-22150-0000-1	Medicare Payable	43.72
31-22200-0000-1	State Withholding Payabl	23.32
31-22250-0000-1	SUTA Payable	17.81
31-22350-0000-1	Garnishments	62.50
31-22600-0000-1	Health FSA	3.50
31-22700-0000-1	Disablity LTD	0.22
31-22900-0000-1	Life	8.62
31-505-50400-0000-1	Retirement (401K)	51.69
31-505-51200-0000-1	Bank Charges	391.64
31-505-52200-0000-1	Contract Services	807.33
31-505-52800-0000-1	County Waste Manageme	4,336.08
31-505-53200-0000-1	Dues & Subscriptions	4.08
31-505-55800-0000-1	Printing & Legal Notices	249.32
31-505-57200-0000-1	Supplies - Office	149.58
31-505-57800-0000-1	Telephone & Communica	286.64
32-20400-0000-1	Intergovernmental Payab	5,179.95
32-20800-0000-1	Pension Payable	1,161.14
32-22050-0000-1	Federal Withholding Paya	332.75
32-22100-0000-1	FICA Payable	1,034.94
32-22150-0000-1	Medicare Payable	242.02
32-22200-0000-1	State Withholding Payabl	233.07
32-22250-0000-1	SUTA Payable	11.55
32-22350-0000-1	Garnishments	62.50
32-22600-0000-1	Health FSA	48.36
32-22700-0000-1	Disablity LTD	14.31
32-22800-0000-1	Accident	1.17
32-22900-0000-1	Life	29.90
32-510-50100-0000-1	Salaries - Permanent Emp	2,924.00
32-510-50400-0000-1	Retirement (401K)	465.17
32-510-51200-0000-1	Bank Charges	391.62

Account Summary

Account Number	Account Name	Payment Amount
32-510-51800-0000-1	Clothing Allowance	33.61
32-510-52200-0000-1	Contract Services	2,635.17
32-510-53200-0000-1	Dues & Subscriptions	36.77
32-510-53250-0000-1	Permits & Certificates	148.73
32-510-55800-0000-1	Printing & Legal Notices	249.32
32-510-56000-0000-1	Professional Services - Ot	66.00
32-510-56100-0000-1	Legal Services	1,365.00
32-510-56400-0000-1	Repairs & Maint - Build &	2,995.34
32-510-57200-0000-1	Supplies - Office	149.60
32-510-57400-0000-1	Supplies - Operating	3,041.50
32-510-57800-0000-1	Telephone & Communica	550.42
32-510-58000-0000-1	Utilities	100,516.36
32-510-58200-0000-1	Water/Soil/Other Analysi	815.00
34-20400-0000-1	Intergovernmental Payab	1,726.65
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 Payabl	29.05
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	81.13
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-53200-0000-1	Dues & Subscriptions	4.06
34-520-55800-0000-1	Printing & Legal Notices	125.33
34-520-57800-0000-1	Telephone & Communica	113.07
	Grand Total:	**1,087,800.19**

Project Account Summary

Project Account Key		Payment Amount
None		1,087,800.19
	Grand Total:	**1,087,800.19**

City of McFarland, CA

Pay Code Report

Summary By Department

8/1/2021 - 8/31/2021

Payroll Set: City-City of McFarland

Department: 105 - City Council

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Ayo100	Salary - Elected - Salary - Elected	3	0	200.00
	Ayo100 - Ayon Total:		**0**	**200.00**
Cano100	Salary - Elected - Salary - Elected	3	0	200.00
	Cano100 - Cano Total:		**0**	**200.00**
GON300	Salary - Elected - Salary - Elected	3	0	200.00
	GON300 - Gonzalez Total:		**0**	**200.00**
PER100	Salary - Elected - Salary - Elected	1	0	200.00
	PER100 - Perez Total:		**0**	**200.00**
	105 - City Council Total:		**0**	**800.00**

Department: 110 - City Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALV100	EPSL - Emergency Paid Sick Leav	1	58	1,445.27
	Sick - Sick Pay	1	22	548.21
	ALV100 - Alvarado Total:		**80**	**1,993.48**
	110 - City Administration Total:		**80**	**1,993.48**

Department: 115 - Finance & Accounting

Employee Number	Pay Code	# of Payments	Units	Pay Amount
CHA100	Hourly - Hourly	2	145.3	2,563.09
	OT - Overtime	1	1	26.46
	Sick - Sick Pay	2	14.7	259.31
	CHA100 - Chavez Total:		**161**	**2,848.86**
ESP100	Comp Time Earned - Compensat	1	7.5	-
	Hourly - Hourly	1	44	703.12
	ESP100 - Esparza Lopez Total:		**51.5**	**703.12**
LAR200	Salary - Salary	2	173	5,283.20
	LAR200 - Lara Total:		**173**	**5,283.20**

	Pay Code	# of Payments	Units	Pay Amount
Val100	Hourly - Hourly	2	156	2,372.76
	OT - Overtime	2	11.75	268.08
	Sick - Sick Pay	1	1.5	22.82
	Val100 - Velasco Total:		**169.25**	**2,663.66**
	115 - Finance & Accounting Total:		**554.75**	**11,498.84**

Department: 140 - Planning

Employee Number	Pay Code	# of Payments	Units	Pay Amount
DEL100	Bachelor's Degree - Bachelor's D	2	0	18.46
	Salary - Salary	2	160	3,889.60
	DEL100 - DeLeon Total:		**160**	**3,908.06**
	140 - Planning Total:		**160**	**3,908.06**

Department: 150 - Police

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ALB100-142	Hourly - Hourly	4	168	4,509.12
	OT - Overtime	4	9	362.34
	ALB100-142 - Alberto Total:		**177**	**4,871.46**
ALW100-145	Workers Comp - Workers Comp	4	168	4,737.60
	ALW100-145 - Alwaw Total:		**168**	**4,737.60**
AYON100	Hourly - Hourly	2	160	3,038.40
	OT - Overtime	2	10.3	293.40
	AYON100 - Ayon Total:		**170.3**	**3,331.80**
DEW100-147	Hourly - Hourly	4	168	5,228.16
	OT - Overtime	4	46.5	2,170.62
	PD On-Call - PD On-Call	4	42	995.68
	DEW100-147 - Dewar Total:		**256.5**	**8,394.46**
DIN100-96	Comp Time Earned - Compensat	1	10.5	-
	Hourly - Hourly	2	127	2,411.73
	OT - Overtime	2	35.75	748.50
	Vacation - Vacation Pay	1	36	718.56
	DIN100-96 - Dionicio Total:		**209.25**	**3,878.79**
GAL100-149	Hourly - Hourly	4	108	3,200.04
	Intermediate POST - Intermediat	1	0	13.84
	OT - Overtime	1	14	414.82
	Sick - Sick Pay	3	28.59	847.12
	GAL100-149 - Galvan Total:		**150.59**	**4,475.82**

GAR100-146	Hourly - Hourly	4	156	4,187.04
	OT - Overtime	4	7	281.82
	Vacation - Vacation Pay	1	12	322.08
	GAR100-146 - GARCIA Total:		**175**	**4,790.94**
HAN100-112	Hourly - Hourly	4	168	5,631.36
	K-9 Officer - K-9 Officer	4	0	36.92
	OT - Overtime	4	24.5	1,231.86
	PD On-Call - PD On-Call	4	135.5	2,710.00
	Sergeant - Sergeant	4	0	41.54
	HAN100-112 - Hankins II Total:		**328**	**9,651.68**
HAS100-143	Hourly - Hourly	3	164	2,728.16
	OT - Overtime	2	60	1,474.20
	HAS100-143 - Hasnain Total:		**224**	**4,202.36**
HEL100-128	Hourly - Hourly	2	168	5,916.96
	OT - Overtime	1	14	739.62
	PD On-Call - PD On-Call	2	218	4,360.00
	HEL100-128 - Helton Total:		**400**	**11,016.58**
HER100-130	Bachelor's Degree - Bachelor's D	4	0	18.46
	Comp Time Taken - Compensatc	1	24	711.12
	Hourly - Hourly	4	132	3,911.16
	OT - Overtime	4	11.5	511.12
	Sick - Sick Pay	1	12	355.56
	HER100-130 - Hernandez Total:		**179.5**	**5,507.42**
HER100-144	Comp Time Earned - Compensat	3	3	-
	Comp Time Taken - Compensatc	1	12	338.40
	Hourly - Hourly	4	156	4,399.20
	OT - Overtime	3	10.34	437.38
	HER100-144 - Hernandez Total:		**181.34**	**5,174.98**
IBA100	Comp Time Earned - Compensat	3	3	-
	EPSL - Emergency Paid Sick Leav	1	29	578.84
	Hourly - Hourly	4	132	3,193.60
	IBA100 - Gutierrez Ibarra Total:		**164**	**3,772.44**
LOP125	Bachelor's Degree - Bachelor's D	2	0	18.46
	Bilingual - Bilingual	2	0	27.68
	Hourly - Hourly	2	129	2,332.32
	OT - Overtime	2	7.5	203.40
	Sick - Sick Pay	1	22	397.76
	Vacation - Vacation Pay	1	12	216.96
	LOP125 - Lopez Total:		**170.5**	**3,196.58**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
New100-148	Hourly - Hourly	4	168	5,228.16
	OT - Overtime	4	23	1,073.64
	PD On-Call - PD On-Call	4	39	780.00
	New100-148 - Newhouse Total:		**230**	**7,081.80**
NIE100-34	Military - Military Leave With Ou	2	0	-
	NIE100-34 - Nieves Total:		**0**	**-**
Nun100	Comp Time Earned - Compensat	4	9.75	142.32
	Comp Time Taken - Compensatc	1	3.5	83.02
	Hourly - Hourly	4	156.5	3,795.20
	Nun100 - Nunez Total:		**169.75**	**4,020.54**
RIV100-120	Hourly - Hourly	2	120	3,924.00
	Military - Paid - Military - Paid Le	3	24	784.80
	OT - Overtime	1	3	147.15
	Vacation - Vacation Pay	1	24	784.80
	RIV100-120 - Rivera Total:		**171**	**5,640.75**
WIL100-150	Salary - Salary	2	160	11,538.46
	WIL100-150 - Williams Total:		**160**	**11,538.46**
WIL100-45	Corporal - Corporal	4	0	41.54
	FTO - Field Training Officer	4	0	100.00
	Intermediate POST - Intermediat	4	0	27.70
	Workers Comp - Workers Comp	4	168	4,310.88
	WIL100-45 - Wilson Total:		**168**	**4,480.12**
	150 - Police Total:		**3852.73**	**109,764.58**

Department: 155 - Animal Control

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MAY100	Bachelor's Degree - Bachelor's D	4	0	18.46
	Hourly - Hourly	4	124	3,090.08
	OT - Overtime	4	6	224.28
	Sick - Sick Pay	4	36	897.12
	MAY100 - Maya Total:		**166**	**4,229.94**
MUN100	Hourly - Hourly	2	160	2,494.40
	OT - Overtime	1	2	31.18
	MUN100 - Munguia Elicea Total:		**162**	**2,525.58**
	155 - Animal Control Total:		**328**	**6,755.52**

Department: 160 - Building Inspection

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GIL100	Hourly - Hourly	1	21	1,590.75
		GIL100 - Gillis Total:	**21**	**1,590.75**
RON100	Correction - Correction	1	0	988.92
	EPSL - Emergency Paid Sick Leav	1	9	309.24
	Hourly - Hourly	2	98	3,367.28
	OT - Overtime	1	3	154.62
	Sick - Sick Pay	3	18	1,168.24
		RON100 - Ronk III Total:	**128**	**5,988.30**
		160 - Building Inspection Total:	**149**	**7,579.05**

Department: 165 - Code Enforcement

Employee Number	Pay Code	# of Payments	Units	Pay Amount
SHA100	Hourly - Temp - Hourly Tempora	4	52	1,090.44
		SHA100 - Sharp Total:	**52**	**1,090.44**
		165 - Code Enforcement Total:	**52**	**1,090.44**

Department: 175 - Grants Administration

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GAR200	Bilingual - Bilingual	2	0	27.68
	Notary - Notary	2	0	27.70
	Salary - Salary	2	160	3,889.60
		GAR200 - Garcia Total:	**160**	**3,944.98**
LAR100	Auto Allowance - Auto Allowanc	2	0	323.08
	Salary - Salary	2	171	8,238.46
	Vacation - Vacation Pay	1	100	5,149.04
		LAR100 - Lara Total:	**271**	**13,710.58**
		175 - Grants Administration Total:	**431**	**17,655.56**

Department: 180 - Public Works

Employee Number	Pay Code	# of Payments	Units	Pay Amount
Brau100	EPSL - Emergency Paid Sick Leav	1	2	33.58
	Hourly - Hourly	2	158	2,652.82
	OT - Overtime	2	18	453.33
		Brau100 - Braudrick Total:	**178**	**3,139.73**
GON200	Auto Allowance - Auto Allowanc	2	0	323.08
	Salary - Salary	2	160	7,876.48
		GON200 - Gonzales Total:	**160**	**8,199.56**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GUE100	Hourly - Hourly	2	143	3,391.96
	OT - Overtime	1	2	71.16
	Sick - Sick Pay	2	17	403.24
	GUE100 - Guerra Total:		**162**	**3,866.36**
MAR100	Hourly - Hourly	2	133	2,178.54
	Personal - Personal Day	1	9	147.42
	Sick - Sick Pay	2	7.38	120.88
	Vacation - Vacation Pay	2	10.62	173.96
	MAR100 - Martinez Total:		**160**	**2,620.80**
PEN300	EPSL - Emergency Paid Sick Leav	1	18	294.84
	Hourly - Hourly	2	142	2,325.96
	PEN300 - Pena Total:		**160**	**2,620.80**
TEL100	Hourly - Hourly	2	133	2,178.54
	Sick - Sick Pay	1	18	294.84
	Vacation - Vacation Pay	1	9	147.42
	TEL100 - Tellez Total:		**160**	**2,620.80**
VAS200	Bilingual - Bilingual	2	0	27.68
	Hourly - Hourly	2	130.25	2,297.61
	Sick - Sick Pay	1	6	105.84
	Vacation - Vacation Pay	1	19.75	348.39
	VAS200 - Vasquez Total:		**156**	**2,779.52**
	180 - Public Works Total:		**1136**	**25,847.57**

Department: 200 - Lighting & Landscaping

Employee Number	Pay Code	# of Payments	Units	Pay Amount
VAZ-100	Hourly - Hourly	2	160	2,620.80
	VAZ-100 - Vasquez Total:		**160**	**2,620.80**
	200 - Lighting & Landscaping Total:		**160**	**2,620.80**

Department: 500 - Sewer

Employee Number	Pay Code	# of Payments	Units	Pay Amount
ESQ100	Hourly - Hourly	2	160	2,945.09
	OT - Overtime	1	12	287.64
	ESQ100 - Esquibel Total:		**172**	**3,232.73**
GON400	Comp Time Earned - Compensat	2	6	-
	Hourly - Hourly	2	151	4,816.90
	PW Cert - Grade 3 - Public Work	2	0	69.24
	Vacation - Vacation Pay	1	9	287.10
	GON400 - Gonzalez Total:		**166**	**5,173.24**

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MED100	Hourly - Hourly	2	151	2,535.29
	OT - Overtime	2	16	402.96
	Vacation - Vacation Pay	1	9	151.11
		MED100 - Medina Total:	**176**	**3,089.36**
		500 - Sewer Total:	**514**	**11,495.33**

Department: 510 - Water

Employee Number	Pay Code	# of Payments	Units	Pay Amount
GOM100	Hourly - Hourly	2	142	2,384.18
	Sick - Sick Pay	1	7.38	123.91
	Vacation - Vacation Pay	1	10.62	178.31
		GOM100 - Gomez Total:	**160**	**2,686.40**
		510 - Water Total:	**160**	**2,686.40**

Department: 520 - Public Transit

Employee Number	Pay Code	# of Payments	Units	Pay Amount
MOR100	Hourly - Hourly	2	154	2,522.52
	Sick - Sick Pay	2	6	98.28
		MOR100 - Moreno Total:	**160**	**2,620.80**
		520 - Public Transit Total:	**160**	**2,620.80**
		Report Total:	**7737.48**	**206,316.43**

City of McFarland, CA

Pay Code Report

Account Summary

8/1/2021 - 8/31/2021

Payroll Set: City-City of McFarland

Account	Account Description	Units	Pay Amount
	BENEFIT AND NON GL TRANSACTIONS	39.75	1,131.24
	- Total:	**39.75**	**1,131.24**
01-105-50100-0000-1	Salaries - Permanent Employees	32	1,069.39
01-110-50100-0000-1	Salaries - Permanent Employees	67.75	3,346.88
01-110-50800-0000-1	Auto Allowance	0	80.78
01-115-50100-0000-1	Salaries - Permanent Employees	83.26	2,026.40
01-140-50100-0000-1	Salaries - Permanent Employees	185	4,877.01
01-140-50200-0000-1	Overtime	0.6	30.92
01-150-50100-0000-1	Salaries - Permanent Employees	3599.84	100,499.26
01-150-50150-0000-1	Wages - Temporary Employees	4	107.36
01-150-50200-0000-1	Overtime	222.64	8,827.94
01-150-50350-0000-1	Stipends	0	187.70
01-155-50100-0000-1	Salaries - Permanent Employees	285.6	6,300.55
01-155-50200-0000-1	Overtime	0.6	30.92
01-160-50100-0000-1	Salaries - Permanent Employees	25	968.95
01-160-50150-0000-1	Wages - Temporary Employees	21	1,590.75
01-160-50200-0000-1	Overtime	0.6	30.92
01-165-50100-0000-1	Salaries - Permanent Employees	186.57	4,181.16
01-165-50150-0000-1	Wages - Temporary Employees	37.96	796.02
01-165-50200-0000-1	Overtime	0.6	30.92
01-175-50100-0000-1	Salaries - Permanent Employees	185	4,913.94
01-175-50200-0000-1	Overtime	0.6	30.94
01-180-50100-0000-1	Salaries - Permanent Employees	650.01	12,904.57
01-180-50200-0000-1	Overtime	1.94	69.03
01-180-50800-0000-1	Auto Allowance	0	64.62
	01 - GENERAL FUND Total:	**5590.57**	**152,966.93**
20-200-50100-0000-1	Salaries/Permanent Employees	228.8	3,782.99
20-200-50200-0000-1	Overtime	0.06	2.13
	20 - LIGHTING & LANDSCAPING-DISTRICT 1 Total:	**228.86**	**3,785.12**
30-500-50100-0000-1	Salaries - Permanent Employees	761.94	21,939.68
30-500-50150-0000-1	Wages - Temporary Employees	24.44	477.91
30-500-50200-0000-1	Overtime	32.92	803.88
30-500-50800-0000-1	Auto Allowance	0	274.62
	30 - SEWER Total:	**819.3**	**23,496.09**
31-505-50100-0000-1	Salaries - Permanent Employees	171.06	3,917.16
31-505-50200-0000-1	Overtime	4.68	107.92
31-505-50800-0000-1	Auto Allowance	0	48.46
	31 - REFUSE/RECYCLING Total:	**175.74**	**4,073.54**

Account	Account Description	Units	Pay Amount
32-510-50100-0000-1	Salaries - Permanent Employees	695.09	17,391.14
32-510-50150-0000-1	Wages - Temporary Employees	7.02	147.22
32-510-50200-0000-1	Overtime	21.15	526.67
32-510-50800-0000-1	Auto Allowance	0	177.68
	32 - WATER Total:	**723.26**	**18,242.71**
34-520-50100-0000-1	Salaries - Permanent Employees	160	2,620.80
	34 - PUBLIC TRANSPORTATION Total:	**160**	**2,620.80**
	Report Total:	**7737.48**	**206,316.43**

City of McFarland, CA

Pay Code Report

Pay Code Summary

8/1/2021 - 8/31/2021

Payroll Set: City-City of McFarland

Pay Code	Description	# of Payments	Units	Pay Amount
Auto Allowance - Auto All	Auto Allowance	4	0	646.16
Bachelor's Degree - Bache	Bachelor's Degree	12	0	73.84
Bilingual - Bilingual	Bilingual	6	0	83.04
Comp Time Earned - Com	Compensatory Time Earned	14	39.75	142.32
Comp Time Taken - Comp	Compensatory Time Taken	3	39.5	1,132.54
Corporal - Corporal	Corporal	4	0	41.54
Correction - Correction	Correction	1	0	988.92
EPSL - Emergency Paid Sic	Emergency Paid Sick Leave	5	116	2,661.77
FTO - Field Training Office	Field Training Officer	4	0	100.00
Hourly - Hourly	Hourly	91	4886.05	112,666.30
Hourly - Temp - Hourly Te	Hourly Temporary Employees	4	52	1,090.44
Intermediate POST - Inter	Intermediate POST Certificate	5	0	41.54
K-9 Officer - K-9 Officer	K-9 Officer	4	0	36.92
Military - Military Leave W	Military Leave With Out Pay	2	0	-
Military - Paid - Military -	Military - Paid Leave	3	24	784.80
Notary - Notary	Notary	2	0	27.70
OT - Overtime	Overtime	53	348.14	12,009.58
PD On-Call - PD On-Call	PD On-Call	14	434.5	8,845.68
Personal - Personal Day	Personal Day	1	9	147.42
PW Cert - Grade 3 - Public	Public Works Certification - Grade 3	2	0	69.24
Salary - Salary	Salary	12	984	40,715.80
Salary - Elected - Salary - I	Salary - Elected Officials	10	0	800.00
Sergeant - Sergeant	Sergeant	4	0	41.54
Sick - Sick Pay	Sick Pay	25	216.55	5,643.13
Vacation - Vacation Pay	Vacation Pay	12	251.99	8,477.73
Workers Comp - Workers	Workers Comp Pay	8	336	9,048.48
		Report Total:	**7737.48**	**206,316.43**

REGULAR CITY COUNCIL MINUTES
<u>IN PERSON MEETING</u>
August 26, 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, Mayor-Pro Tem Pérez, Councilmember Ayon Councilmember Cano, Councilmember Santillano

Council Members Absent: None

OFFICIALS PRESENT

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

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Councilmember Ayon

PUBLIC COMMENTS

1. Letter from Juan Munguia, President of the McFarland Greater Chamber of Commerce, for Mayor Gonzalez and Councilmember Cano expressing gratitude for volunteering during McFarland Greater Chamber of Commerce's Fourth of July TNT Fireworks fundraiser.

Public Comments closed at 6:10 p.m.

CONSENT AGENDA

2. Motion was made by: Councilmember Cano to approve warrant register for $231,440.90 from August 1, 2021, through August 15, 2021*; 2nd* by: Councilmember Ayon.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
   Nays: None
   Absent: None
   Abstentions: None.

3. Motion was made by: Councilmember Cano to approve Regular Minutes of ***August 12, 2021***; 2nd by: Councilmember Ayon.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None.

4. Motion was made by: Councilmember Cano to approve Special Minutes of ***August 18, 2021***; 2nd by: Councilmember Ayon.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None.

ADMINISTRATIVE MATTERS:

5. Motion was made by: Councilmember Santillano to approve Vesting Tentative Tract Map 7393 to produce new housing development and provide 167 residential houses, neighborhood park, and a drainage sump; 2nd by: Councilmember Cano.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

6. Motion was made by: Councilmember Santillano to approve Vesting Tentative Tract Map 7394 to produce new housing development and provide 183 residential houses; 2nd by: Councilmember Ayon.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

PUPBIC HEARINGS

7. Public Hearing to Report, Discuss, and Possible Adoption of a Resolution No. 2021-0047 to Adopt the Initial Study and approve Negative Declaration for the housing Tracts 7393 and 7394, (APN 060-090-29) Southwest of Intersection Taylor Ave/Garzoli Avenue.

   a. Mayor Gonzalez Opened the Public Hearing to Receive Public Testimony. City Planner Brianahi De Leon speaks on Negative Declaration for Tracts 7393 and 7394 and research conducted with consultants. De Leon allows for questions from the Council.

      Q. Councilmember Santillano expresses his concern with Tracts 7393 and 7394 in connection with the surrounding trees and harvesting.

      A. Community Development Director Lara informs the Council the land was given to the City and the proper steps have been taken. Michael Hair reiterates that the Williamson Acts will not be an issue with Tract 7393 and 7394.

      Q. Councilmember Santillano inquires as to whether the water infrastructure would be able to accommodate the new homes.

A. Community Development Director Lara reassures the Council that the engineers who helped formulate the plan accounted for such infrastructure.

b. Public Comments closed at 6:25 p.m.

c. Motion was made by: Councilmember Ayon to 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; 2nd by: Councilmember Cano.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

8. Public Hearing to discuss and Introduce the First Reading: of Ordinance No. 0006-2021 of the City Council of the City of McFarland, Adopting an Uncodified Ordinance, Approving A ***Development Agreement*** Between the City of McFarland and LeOra LLC for the development of Tract 7393 and 7394, (APN 060-090-29) Southwest of Intersection Taylor Ave/Garzoli.

a. Mayor Gonzalez Opened the Public Hearing to Receive Public testament. Community Development Director Lara describes fees that will be given to the City of McFarland. Lara also informs the Council on the population of McFarland predicted to grow 11%, which would increase sales tax revenue, upon approval and completion of the plans.

Q. Councilmember Ayano expresses concern over the Parks Departments receiving $2,300 upon three acres being returned to the city.

A. City Attorney Hodges addresses such concern with mentioning that this is the way it has historically been done. The City can choose where the money goes. However, if the Parks Department does not receive the payment, the three acres would stay barren.

b. Open the public hearing, take comments, if any, and introduce Ordinance No. 2021-0047 for first reading by title only. Ordinance reads as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND LEORA LLC FOR THE DEVELOPMENT OF TRACT 7393 AND 7394 LOCATED AT APN (060-090-29) SOUTHWEST OF INTERSECTION TAYLOR AVE/GARZOLI AVE

Public comments closed at 6:58pm

9. Public Hearing to report, discuss and certifying the Final Environmental Impact Report (EIR) and adopting City of McFarland Comprehensive 2040 General Plan.

a. Mayor Gonzalez Opened the Public Hearing to Receive Public Testimony. Dr. Cornelius Nuworsoo joins the Council Meeting via Zoom. Dr. Nuworsoo proceeds to inform the Council and present The General Plan and the Environmental Impact Report for revitalizing the City of McFarland. This includes new homes, new businesses, a new downtown, and new pedestrian walkways. It will lead to a revitalized city and bring more jobs to McFarland.

Q. Councilmember Santillano and Councilmember Ayon inquire as to whether the schools will be able to handle the possible influx of people and if there will be any available locations for potential new schools.

A. The Council is informed that the school board has the authority to make decisions addressing an increase of students.. Additionally, with new permits come fees the City can collect.

b. Public Comments closed at 7:27 p.m.

c. Motion was made by: Councilmember Ayon to Adopt Resolution No. 2021-0050, A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR) ADOPTING ENVIRONMENTAL FINDINGS, MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING THE COMPREHENSIVE GENERAL PLAN UPDATE THAT ENCOMPASSES THE CITY AND ITS SPHERE OF INFLUENCE; 2nd by Councilmember Cano.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

DEPARTMENT REPORTS

a. Administration – Chief of Police Williams- Hiring staff is moving forward and interviews will be starting soon. Stuff the Bus will be continuing to receive donations August 28 from 9:00am-1:00pm. On September 7th, Vaccinations will be available to those 12 and older at the McFarland Community Center. Students at CSUB are being considered to update the City Website. City Hall will be closed on Labor Day, September 6th.

b. Police Department – Chief of Police Williams- Newly recruited Officer Pascue was introduced and received a warm welcome from the Council. Cash and lotto tickets were stolen from a convenience store. On a hunch, an officer ran a license plate to which the vehicle turned out to be stolen and contained narcotics. The vehicle was later returned. Additional dispatchers are in background check and hiring a Sargent is in process. Effective September 5th, there will be a police officer patrol for twenty-four hours a day in McFarland, to which on-call officers are no longer necessary. The Halloween event that is held on Kern Avenue is in its planning process and is moving forward.

c. Finance Department – Finance Director Lara- The audit is moving forward and is on track to meet its August 31st deadline. The budget for Fiscal Year 2022 is continuing and will be ready for presentation soon. A refund will be coming back to the community. The financial department is working towards getting a CSUB student to assist in updating the City's website.

d. Public Works Department – Public Works Director Gonzales- Water meters were read and 269 were of the red. Trucks for the waste department were approved and training is taking place. McFarland's EV charge stations have two fast charging stations and three regular stations. Landscapers have been hired. Meters are still read manually and they are waiting for a grant to come through in order to set up a new system.

e. **Community Development –** Community Development Director Lara- The animal shelter is being put to good use. Some dogs have been adopted while two were returned to their owners. Currently, there is a plan for a cat neutering program. Plans with LeOra and the General Plan are moving forward, and new projects are coming in. Sewers and a water system are being worked on with the assistants of engineers. A grant for a future transit system is being set in motion.

ADMINISTRATIVE AGENDA

10. Motion was made by: Councilmember Ayon to table Ad Hoc Committee Report: Recommendation for Potential Restructuring Job Classifications/Duties- Grant Administrator, Public Works Administrative Assistant, And Part Time Code Enforcement; 2nd by: Councilmember Cano.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

11. Motion was made by: Councilmember Cano to approve the Memorandum of Understanding (MOU) among the City of McFarland and Kern Council of Governments (KERN COG): CEC Agreement GFO-20-010 for E. Industrial Electric Vehicle Charging Station; 2nd by Mayor Pro Tem Pérez.
Vote: 4/0
Ayes: Gonzalez, Pérez, Cano, Santillano
Nays: None
Absent: Ayon
Abstentions: None

12. Motion was made by: Councilmember Ayon to a new contract with Lexipol for a new city policy manual and to revise the employee handbook; 2nd by: Mayor Pro Tem Pérez.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

13. Motion was made by: Councilmember Cano to re-establish the MPD Police Activity League; 2nd by Councilmember Ayon.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

14. Motion was made by: Councilmember Ayon to the City of McFarland Facility Use Agreement for Veteran's Hall, parks, and other city owned facilities; 2nd by: Councilmember Cano.
Vote: 5/0
Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
Nays: None
Absent: None
Abstentions: None

15. A new Real Property Lease Agreement (103 W. Sherwood Avenue, McFarland, CA 93250) between City of McFarland and Sonrise Baptist Church of Clovis was discussed.

No motion. Agenda items failed for lack of motion.

16. License Agreement for Use of Veteran's Hall for McFarland Greater Chamber of Commerce was discussed.

No motion. Agenda items failed for lack of motion.

17. License Agreement for Use of Veteran's Hall for McFarland Lions Club was discussed.

No motion. Agenda items failed for lack of motion.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Delano Mosquito Abatement District (DMAD) – Council Member Ricardo Cano- None to report
b. Kern Council of Governments (KCOG) – None to report
c. McFarland Tri-Agency Partners (MTAP) – None to report
d. Kern Economic Development Corp. (KEDC) – None to report
e. Kern County Association of Cities (KCAC) – None to report
f. Poso Creek IRWMP – None to report

ADJOURNMENT
Meeting adjourned at 9:50 p.m.

____
Sarah Drake, Interim City Clerk

____
Sally Gonzalez, Mayor

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
August 31, 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 6:02 p.m.

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

Council Members Absent: None

OFFICIALS PRESENT
Chief of Police/Interim City Manager Williams, City Attorney Hodges, Community Development Director Lara, Finance Director Lara, Public Works Director Gonzales

INVOCATION
Mayor Pro Tem

PLEDGE OF ALLEGIANCE
Councilmember Santillano

PUBLIC COMMENTS

Ron woods of 13053 Garzoli Ave. speaks on the history of the Lions Club and how the club serves the community. Makes the argument that the Lions Club is a benefit to the community.

Margie Martinez of 212 7th St. addresses the Council as a representative of the Lion's Club and Leos. Informs the Council that the Leos and Lions Club often work together to serve the community. Due to the Leos being nonprofit, they use the Veteran's Hall. Having the Leos and Lions Club benefits the community, and the new rental agreement should enable and not hinder meetings.

Jose Hernandez Jr. of 602 7th St. informs the Council a veterans group meets at the Veteran's Hall. Makes the arguments that the groups who meet make the community better. Scholarships given to students for college is one of the many services that are provided, and a higher rental agreement would lessen the amount of resources that can be given to the community.

Public comments closed at 6:14 p.m.

CONSENT AGENDA

None

PUPBIC HEARINGS

None

DEPARTMENT REPORTS

None

ADMINISTRATIVE AGENDA

1. Motion was made by: Councilmember Ayon to authorize the continuance of operations into Fiscal Year 2021-2022 at Fiscal Year 2020-2021 appropriation levels.; 2nd by: Councilmember Cano.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
   Nays: None
   Absent: None
   Abstentions: None

2. Motion was made by: Councilmember Ayon to approve the City of McFarland Facility Use Agreement for Veteran's Hall, parks, and other city owned facilities; 2nd by: Councilmember Cano.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano
   Nays: Santillano
   Absent: None
   Abstentions: None

3. Motion made by: Mayor Pro Tem Pérez to change the Regular City Council Meetings for September 2021 from September 9th to the 16th and from the 23rd to the 30th; 2nd by: Councilmember Cano.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
   Nays: None
   Absent: None
   Abstentions: None

4. Motion made by: Councilmember Cano to change the job posting for the City Manager position from October 10, 2021 to September 10, 2021; 2nd Councilmember Ayon.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
   Nays: None
   Absent: None
   Abstentions: None

ADJOURNMENT
Meeting adjourned at 6:57 p.m.

_______________________	_______________________
Sarah Drake, Interim City Clerk	Sally Gonzalez, Mayor

SPECIAL CITY COUNCIL MINUTES
IN PERSON MEETING
September 9, 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 4:00 p.m.

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

Council Members Absent: None

OFFICIALS PRESENT
Chief of Police/Interim City Manager Williams, Finance Director Lara, Public Works Director Gonzales, Interim City Clerk Drake

PLEDGE OF ALLEGIANCE
Mayor Pro Tem

INVOCATION
Mayor Pro Tem

PUBLIC COMMENTS

Public comments closed at 4:02 p.m.

ADMINISTRATIVE AGENDA

1. Motion was made by: Councilmember Ayon to approve a consultant agreement between the City of McFarland and William C. Statler, Independent Consultant for FY 2021-2022 Budget Presentation Assessment; 2nd by: Councilmember Cano.
   Vote: 5/0
   Ayes: Gonzalez, Pérez, Ayon, Cano, Santillano
   Nays: None
   Absent: None
   Abstentions: None

ADJOURNMENT
Meeting adjourned at 4:35 p.m.

__________________________ __________________________
Sarah Drake, Interim City Clerk Sally Gonzalez, Mayor

MEMORANDUM
CITY OF MCFARLAND

TO: Honorable Mayor and City Council Members

FROM: Kenny Williams, Interim City Manager/Chief of Police
Maria Lara, Community Development Director

DATE: August 30, 2021

SUBJECT: Second and Final Reading of City Council Ordinance No. 0006-2021- an Uncodified Ordinance of the City of McFarland approving A Development Agreement Between the City of McFarland and LeOra, LLC., for the development of Tract 7393 and 7394, (APN 060-090-29) Southwest of Intersection Taylor Ave/Garzoli.

RECOMMENDATION:
Read by Title Only Second and Final Reading of City Council Ordinance 0006-2021- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND LEORA LLC FOR THE DEVELOPMENT OF TRACT 7393 AND 7394 LOCATED AT APN (060-090-29) SOUTHWEST OF INTERSECTION TAYLOR AVE/GARZOLI AVE

DISCUSSION:
This is the second reading of the ordinance for the Development Agreement for Tentative Tract Map 7393 and 7394. On August 26, 2021, the City Council approved the Tract Map 7393 and 7394 for the subdivisions with project conditions and mitigation measures.

Attachments:
Development Agreement
Ordinance No. 0006-2021

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of McFarland
401 W Kern Ave
Delano, CA 93250 Attention: City Clerk

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §27383

Space Above Line Reserved For Recorder's Use

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**"), dated as of ___________, is made and entered into by and between the City of McFarland, a California municipal corporation ("**City**"), and LeOra, LLC, a California limited liability company ("**Developer**"). Developer and City are referred to individually in this Agreement as a "**Party**" and collectively as the "**Parties**."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties. The following recitals are a substantive part of and incorporated in this Agreement; the Recitals refer to and utilize certain capitalized terms which are defined in this Agreement. The parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code ("**Development Agreement Statute**") which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

B. Developer has contractual right to purchase all rights, title and interest in and to that certain real property located at Taylor Avenue and South Garzoli Avenue in the City of McFarland, Kern County, California, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Initial Property**"). Additionally, Developer has the option to purchase all rights, title, and interest to the immediately adjacent property to the west, also described in Exhibit A attached hereto and incorporated herein (the "**Option Property**"). The Initial Property and Option Property shall collectively be referred to herein as the "**Property.**"

C. **Developer** desires to develop the **Property** in accordance with the provisions of this Agreement, and as more particularly set forth in Vesting Tentative Tract Map 7393 and 7394.

D. Developer has applied to the City for approvals to develop a large-scale, phased, master planned residential development on the Property consisting of up to 350 single-family homes, related amenities, and certain on-site and perimeter improvements (the "**Project**").

E. Development of the Property and the potential environmental impacts related to the Project, if any, has been analyzed in compliance with the California Environmental Quality Act

("CEQA").

F. Prior to or concurrently with approval of this Agreement, the City has taken or will take several actions to review and plan for the future development of the Property and the Project ("**Existing Approvals**"). These include:

Approval of Vesting Tentative Tract Maps 7393 and 7394

G. It is the intent of City and Developer to establish certain conditions and requirements related to review and development of the Project, which may be the subject of subsequent development applications and land use entitlements.

H. The City has determined that the Agreement will promote orderly growth and quality development in accordance with the objectives, policies, general land uses and programs specified in the General Plan; is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the Property is located; will promote the public convenience, general welfare, and good land use practice; will not be detrimental to the health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property values; and will promote and encourage the development of the Project.

I. The City has determined that the orderly development of the Project in accordance with this Agreement will provide many public benefits, including, without limitation, the following, as more particularly described in the Conditions of Approval for Vesting Tentative Tract Map 7393 and 7394, which are attached hereto as <u>Exhibit B</u> and incorporated herein by reference:

- The promotion of a balance between jobs and residential needs within the City and the region.

- An increase in City sales and property tax revenue.

- The installation of off-site, perimeter public street improvements, including street paving, curb and gutter.

- The construction of beneficial urban in-fill adjacent to already developed properties at a location well-serviced by local thoroughfares and transportation systems.

- The resolution of inadequate traffic circulation problems.

- Assistance in meeting the City's housing needs through development of a variety of affordable housing types, including small, medium and large single- family residential homes.

- The maintenance of landscaping in lands dedicated to the City for twelve months after subdivision dedication.

- The creation of job opportunities through the construction and development of the Project.

J. The City and Developer have reached mutual agreement and desire to enter into this Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein.

K. City has given the required notice of its intention to adopt this Agreement pursuant to Government Code Sections 65090 and 65091 and has conducted public hearings thereon pursuant to Government Code Section 65867. The City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and has determined that the provisions of this Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards, and land use designations specified in the General Plan.

L. On ______________, 2021, the City Council introduced Ordinance No. ___________ approving this Agreement and authorizing its execution, and the City Council adopted such Ordinance on _____________, 2021. The Ordinance became effective on _____________, 2021 (the "**Approval Date**").

M. In consideration of the substantial public improvements and benefits to be provided by D**eveloper** and the **Project**, and in order to strengthen the public financing and planning process and reduce the economic costs of development, by this Agreement, **City** intends to give **Developer** assurance that **Developer** can proceed with the development of the **Project** for the Term of this Agreement pursuant to the terms and conditions of this Agreement and in accordance with **City's** General Plan, ordinances, policies, rules and regulations existing as of the Effective Date. In reliance on **City's** covenants in this Agreement concerning the Development of the **Property**, **Developer** has and will in the future incur substantial costs in site preparation and the construction and installation of major infrastructure and facilities in order to make the **Project** feasible.

N. Pursuant to Section 65867.5 of the **Development Agreement Statute**, the City Council has found and determined that: (i) this Agreement and the Existing Project Approvals implement the goals and policies of **City's** General Plan, provide balanced and diversified land uses and impose appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within **City**, (ii) this Agreement is in the best interests of and not detrimental to the public health, safety and general welfare of **City** and its residents; (iii) adopting this Agreement is consistent with **City's** General Plan and constitutes a present exercise of the **City's** police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute, and Chapter 17.154.060 of the McFarland Municipal Code.

O. **City** and **Developer** agree that it may be beneficial to enter into additional agreements or to modify this Agreement with respect to the implementation of the separate components of the **Project** when more information concerning the details of each component is available, and that this Agreement should expressly allow for such contemplated additional agreements or modifications to this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants and promises of the parties herein contained, and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions**. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Additional terms are defined in the Recitals and the text of this Agreement.

"Applicable Law" is defined in Section 3.2.

"CEQA" means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq*., as amended from time to time.

"City" means the City of McFarland, a municipal corporation.

"City Council" means the City Council of the City of McFarland.

"City Manager" means the City Manager of the City of McFarland.

"*Claims*" is defined in Section 5.1.

"Conditions of Approval" are the conditions required by the City in connection with the Existing Approvals. The Conditions of Approval are listed in Exhibit B hereto.

"Connection Fees" means those fees charged by City on a citywide basis or by a utility provider to utility users as of the Approval Date as a cost for connecting water, sanitary sewer, and other applicable utilities, except for any such fee or portion thereof that constitutes an Impact Fee, as defined below. A list of the Connection Fees is set forth in Exhibit C hereto.

"Developer" means LeOra, LLC, a California limited liability company, and its permitted successors and assigns.

"Development Agreement Law" is defined in Recital B.

"Development Agreement Statute" is defined in Recital A.

"Effective Date" means the date that this Agreement becomes effective as determined under Section 2.3.

"Enacting Ordinance" means the Ordinance identified in Recital L.

"Exactions" means all exactions that may be imposed by the City as of the Approval Date as a condition of developing or occupying the Property, including the payment of money, the dedication or reservation of property, and obligations to construct on-site or perimeter improvements or public improvement facilities or services, whether such exactions constitute subdivision improvements, or impositions made under applicable City regulations. For purposes of this Agreement, Exactions do not include Impact Fees, Connection Fees, or Processing Fees. All Exactions for the Project are stated among the Conditions of Approval set forth in Exhibit B hereto.

"Existing Approvals" means and includes those permits and approvals for the Project granted by City to Developer as of the Approval Date as set forth in Recital F.

"Event of Default" is defined in Section 8.1.

"General Plan" means the City of McFarland's General Plan, as amended from time to time.

"Impact Fees" means the monetary amount charged by City as of the Approval Date in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including, any "fee" as that term is defined by Government Code Section 66000(b). A list of the Impact Fees applicable to the Project are set forth in Exhibit C hereto.

"Indemnitees" is defined in Section 5.1.

"Major Amendment" is defined in Section 11.2.

"Minor Amendment" is defined in Section 11.2.

"Mortgage" means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property or any of the Developer's rights under this Agreement.

"Municipal Code" means the City of McFarland's Municipal Code, as amended from time to time.

"New City Laws" means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines, or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Approval Date.

"Notice of Default" is defined in Section 8.1.

"Official Records" means the Official Records of Kern County.

"Permitted Delay" is defined in Section 7.1.

"Planning Commission" means the City of McFarland City Planning Commission.

"Planning Director" means the Community Development Director of the City of McFarland**.**

"Processing Fees" means all fees charged by the City as of the Approval Date for processing development project applications, including any required supplemental or other further environmental review, plan checking and inspection and monitoring for land use approvals, design review, grading and building permits, and other permits and entitlements required to implement the Project. A list of the Processing Fees is set forth in Exhibit C hereto.

"Project Approvals" means the Existing Approvals and all Subsequent Approvals.

"Project" is defined in Recital D.

"Property" is defined in Recital C.

"Subdivision Map Act" means California Government Code Sections 66410 through 66499.58, as it may be amended from time to time.

"*Subsequent Approvals*" is defined in Section 3.4.

"Term" is defined in Section 2.2.

ARTICLE 2
GENERAL PROVISIONS

2.1 Binding Covenants. The provisions of this Agreement to the extent permitted by law shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the parties and all successors in interest to the parties hereto. The City Clerk of **City** shall cause this Agreement to be recorded with the County Recorder, County of Kern, within ten (10) days after the Effective Date.

2.2 Condition Precedent. The parties' respective obligations under this Agreement and the resulting covenants running with the Property shall become effective if, and only if, the Developer becomes the legal vested owner of said Property. In the event Developer does not close on the purchase of the Initial Property and/or Option Property and become the vested owner thereof, this Agreement shall not become effective as it relates any or all of the Property, as the case may be. .

2.3 Effective Date. The Effective Date of this Agreement shall be the later of (a) the date that the Developer takes title to and becomes the vested owner of the Initial Property and/or Option Property, or (b) the date this Agreement is fully executed by the Parties. The Parties acknowledge that Section 65868.5 of the Government Code requires this Agreement to be recorded in the Official Records no later than ten (10) days after the City enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

2.4 Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the twentieth (20^{th}) anniversary of the Effective Date, on ___________, 2041, unless sooner terminated or extended as hereinafter provided.

2.5 Developer Representations and Warranties. Developer represents and warrants to City that, as of the Effective Date:

2.5.1 Developer is duly organized and validly existing under the laws of the State of California and is in good standing and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

2.5.2 The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary company action and all necessary member and/or manager approvals have been obtained.

2.5.3 This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

2.5.4 Developer has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; or (v) admitted in writing its inability to pay its debts as they come due.

2.5.5 As of the Effective Date, Developer is the owner of the Property and is authorized to enter into this Agreement.

During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.5 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

3.1 **Project**. During the Term of this Agreement, Developer shall have the vested right to implement the Development pursuant to this Agreement and the Project Approvals and City shall have the right to control the Development of the Project in accordance with the terms and conditions of this Agreement. Except as otherwise specified in this Agreement, the Project Approvals and the Existing Regulations shall control the design and Development of the Project and all On-Site Improvements and Off-Site Improvements and appurtenances in connection therewith. The permitted uses of the property, the density and intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes shall be as set forth in the Existing Regulations and Project Approvals. So long as Developer is not in default under this Agreement and provided the Project is being developed in accordance with the Project Approvals, Developer has a vested right to construct, in accordance with the terms of this Agreement, a maximum of 350 residential units.

3.2 **Applicable Law.** City and Developer acknowledge and agree that City is restricted in its authority to limit its police power by contract, and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the foregoing reservation, it is the intent of City and Developer that this Agreement be construed to provide Developer with rights afforded by law, including but not limited to, the Development Agreement Statute. Therefore, the ordinances, resolutions, codes, laws, rules, regulations, official policies, standards and specifications of City applicable to the development of the Property and/or the Project shall be the following (collectively, "**Applicable Law**"):

(a) The rules, regulations, official policies, standards and specifications of the City set forth in the Project Approvals and this Agreement;

(b) With respect to matters not addressed by and not otherwise inconsistent with the Project Approvals and this Agreement, the laws, rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, land use designations, design, improvement and construction standards and specifications pertaining to the location of buildings, structures or other improvements, the timing and manner of construction, the rate, timing, phasing or sequencing of construction or development, densities, intensities of uses, floor area ratios, heights and sizes, requirements for the approval and recording of final condominium maps, and requirements for on- and off-site infrastructure and public improvements (including without limitation, the General Plan, the City's Zoning Ordinance, and the City's Subdivision Ordinance) each as in force and effect on the Approval Date;

(c) New City Laws that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time shall apply, provided such New City Laws are uniformly applied on a City- wide basis to all substantially similar types of development projects and properties;

(d) New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance shall apply, provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

(e) New City Laws that constitute an exercise of the City's police powers that cannot legally be abrogated by contract and that are necessary to protect the physical health and safety of the public shall apply, provided, that such New City Laws are uniformly applied on a City- wide basis to all substantially similar types of development projects and properties.

3.3 Reserved Authority.

<u>3.3.1</u> Uniform Codes. This Agreement shall not prevent City from applying new rules, regulations and policies relating to uniform codes (such as the Uniform Building Code, National Electrical Code, Uniform Mechanical Code or Uniform Fire Code, as amended) adopted by the State of California, which new rules and regulations are necessary to preserve the health and safety of the residents of City or which the City is required by state law to apply.

<u>3.3.2</u> State and Federal Laws and Regulations. In the event that State or Federal laws or regulations prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

<u>3.3.3</u> Regulation for Health and Safety. Notwithstanding anything to the contrary in this Agreement, City shall have the right to apply regulations (including amendments to the Existing Regulations) adopted by the City after the Approval Date, in connection with any Project Approvals, or deny, or impose conditions of approval on, any Project Approvals provided that such application to the Development is required to protect the physical health and safety of existing or future residents or occupants of the Property, or any portion thereof or any lands adjacent thereto. Developer may protest the imposition of any such emergency regulations or conditions to the City Council or as otherwise provided by City rules or regulations while continuing to construct the Development.

<u>3.3.4</u> Procedure For Application of New Regulations. The City shall not apply to the Project any regulation, law, program, ordinance or action under Section 3.3.1, 3.3.2, or 3.3.3 (except for emergency ordinances adopted to protect health and welfare as set forth therein) which is not an Existing Regulation ("New Regulation") without providing at least thirty (30) days prior written notice to Developer of the City's intent to apply such New Regulation to the Project. Developer shall have thirty (30) days from the date of such notice to review and evaluate the New Regulation and to serve City with a written protest (Protest) against the application of the New Regulation to the Project. If the Developer timely provides the Protest to City, then City will not apply the New Regulation to the Project until the City Council of City makes a finding, after a duly noticed public hearing, that such New Regulation does not conflict with the Existing Regulations as applied to the Project and is required (as opposed to permitted) to comply with State or Federal laws or regulations after taking into consideration all reasonable alternatives.

3.4 Developer's Election to Comply with New City Laws.

(a) If any New City Laws are enacted or revised after the Effective Date with the result that Developer believes that the Project would benefit by being subject to the New City Laws, including, if applicable, in lieu of being subject to requirements of the Applicable Law, Developer may elect to have the Project governed by the New City Laws.

(b) If the Developer elects to have the Project governed by a New City Law that is not otherwise applicable pursuant to Section 3.2 and the New City Law is of a nature that would require an amendment to the Tentative Tract Approval or other Project Approvals, then Developer shall file an amendment application and the Parties shall proceed in accordance with Sections 3.4 and 3.4.1 below. If the Developer elects to have the Project governed by a New City Law and the New City Law is of a nature that can be implemented without amendment to the Existing Approvals, the Parties shall proceed in accordance with this Agreement. In either case, if the Developer elects to have the Project governed by New City Laws, the New City Laws shall thereafter apply to the Project as if they were part of the Project Approvals.

(c) Notwithstanding the foregoing, at no time shall the City be required to make any refund or concession or relinquish the grant of any item or interest received from Developer because of the election by the Developer to have the Project governed by a New City Law pursuant to this Section. The election by the Developer shall be only prospective in its application and will not be given retroactive effect under any circumstances. Further, the election shall be effective only if Developer gives the Planning Director written notice of such election. The effective date upon which such New City Law shall apply shall be thirty (30) days after receipt of the notice by the Planning Director unless the notice states that Developer agrees to have the New City Law apply as of the date of the notice.

3.5 **Project Phasing.** The Parties acknowledge that Developer cannot at this time predict when or the order in which Project phases will be developed. Such decisions with respect to phasing of the Project will depend upon a number of circumstances not within the control of the Developer, including, without limitation, market orientation and demand for the use or uses within the Project, the condition of capital markets and availability of appropriate financing for the development of the Project (such as construction or interim and permanent loans, and/or equity capital) and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. The City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, Developer shall have the right to develop the Project in such order, phases, sequence and at such rate and at such times and with such modifications of the size and components of each phase as Developer deems appropriate within the exercise of Developer's discretion subject to the terms, requirements and conditions of the Project Approvals and this Agreement, provided that the Project is constructed as an integrated development as contemplated by the Existing Approvals and this Agreement.

3.6 **Subsequent Approvals.** Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, will be necessary or desirable for implementation of the Project ("**Subsequent Approvals**"). The Subsequent Approvals may include, without limitation, the following: amendments of the Existing Approvals, grading permits, building permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps, and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein or permitted pursuant to this Agreement, the City shall not impose requirements or conditions upon the development and construction of the Project that are inconsistent with, or in addition to, the requirements and conditions set forth in the Existing Approvals and the terms and conditions of this Agreement.

3.7 **Parcelization of Property.** Developer shall have the right, from time to time or at any time, to reconfigure the parcels comprising the Property as may be necessary in order to develop a particular phase of the Project, or to lease or finance a portion of the Property in connection with the development of the Project to achieve the allowed density of 350 residential units provided that such reconfiguration complies with the City's subdivision regulations in effect as of the Approval Date. Developer shall initiate such reconfiguration through an application for a lot line adjustment, a parcel map, or a tentative tract amendment of a final map (each, a "**Parcelization**") in accordance with the requirements of Applicable Law.

The City, acting through the Planning Director, shall approve any such application, in accordance with the procedures specified therefor in Applicable Law; provided however, unless otherwise required by Applicable Law, the Planning Director shall process such applications without a public hearing, if the Planning Director determines that the requested Parcelization is consistent with this Agreement, the Project Approvals, and Applicable Law.

The Parties acknowledge that the Parcelizations are an appropriate means to accomplish the purposes herein specified because the Existing Approvals provide for all necessary on-site or perimeter improvements to service the Project, imposed in accordance with the requirements of Applicable Law. Nothing contained herein shall be interpreted to exempt any proposed Parcelization and resulting effects of such Parcelization, including, without limitation, changes in use or density, from analysis under, and compliance with, CEQA.

3.7.1 ***Processing of Parcelizations.*** Each phase of the Project shall be carried out pursuant to an appropriate Parcelization filed under Applicable Law. Provided that the Parcelization is in compliance with the standards of this Agreement and the Project Approvals, City shall accept and process it in accordance with the procedures specified therefor in Applicable Law. If such Parcelization conforms to the standards, terms and conditions contained in this Agreement and Applicable Law, then City shall approve it. City shall accept applications for Parcelizations without a certificate of consent or other signature by any persons owning mineral interests or leases, rights-of- way, easements or other interests that cannot ripen into a fee if such consents are permitted to be excluded pursuant to Government Code Section 66436.

3.8 **Term of Project Approvals.** The Existing Approvals and all Subsequent Approvals shall have a term that expires upon the expiration of the Term of this Agreement, unless this Agreement is earlier terminated or canceled pursuant to the provisions hereof, in which event utilization of the Existing Approvals shall be governed by the applicable provisions of this Agreement with respect to entitlements after cancellation or termination.

3.9 **Modifications.** To the extent permitted by law and provided that the changes sought by the Developer do not in any way conflict (with the exception of changes within the scope of the Existing Approvals) with the City's General Plan as in effect as of the Approval Date, then prior to submitting Parcelizations hereunder, and in order further to refine and effectuate the development of the Project, Developer may from time to time apply to the Planning Director to amend or modify plans including without limitation, lot sizes, lot locations, and circulation design approved under the Existing Approvals. Provided that the proposed modification is in compliance with the standards of this Agreement, the Project Approvals, and Applicable Law, City shall accept and process it in accordance with the procedures specified therefor in Applicable Law.

3.10 **Building Permits and Other Approvals.** Upon attainment of an appropriate Parcelization, and subject to any necessary reconfiguration of the boundary lines of the parcels comprising the Property, Developer shall have the right to apply for any necessary permits and approvals under the City Building and Fire Codes in effect as of the date of the application for such permits. Following review and approval of such applications, and Developer's payment of City's

Processing Fees, Connection Fees, Impact Fees, and application and inspection fees and charges as the same are in force and effect as of the Approval Date as listed in Exhibit C attached hereto, City shall issue building permits, occupancy certificates, and other applicable permits for the construction, use, and occupancy of the Project, subject to Developer's compliance with Building and Fire Code requirements as in effect on the date of permit issuance. Nothing contained in this Agreement shall constitute a representation or obligation on the part of the City concerning fees that may be owed to or regulated by third parties.

3.11 **Exactions.** All further applications for permits or approvals for development of the Project shall be processed in accordance with Applicable Law and the standards, terms and conditions of this Agreement, except that City shall not impose any Exactions other than those called for under the Existing Approvals. Subject to adjustment at Developer's election pursuant to Section 3.4 above, the Exactions applicable to the Project are as stated in Exhibit B hereto. The Parties acknowledge that the provisions contained in this Section 3.11 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such development without interdicting the right of City to act in accordance with its powers, duties and obligations.

3.12 **Review and Processing of Approvals.** City shall process, review, and take action upon all applications for Subsequent Approvals within the time periods specified by City's adopted procedures and Applicable Law, including without limitation, Government Code Sections 65940 *et seq.* Upon request from Developer, City shall promptly inform Developer of all necessary information and submission requirements in connection with each application hereunder, and shall review any such application for completeness within the time required by Government Code Section 65943. Specification by City of the necessary requirements and information hereunder shall be conclusive and binding on City, and City shall not have the right to require any additional information or impose any additional requirements with respect to such application except as permitted under Applicable Law, including Government Code Sections 65940 *et seq.*

ARTICLE 4
SPECIFIC CRITERIA APPLICABLE TO DEVELOPMENT OF THE PROJECT

4.1 **Applicable Ordinances and Approvals.** The Project Approvals and Applicable Law shall govern the development of the Property. Except as otherwise specified in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, provisions regarding design, improvement and construction standards, and other terms and conditions of development applicable to the Property shall be those set forth in the Project Approvals and Applicable Law.

4.2 **Subdivision Improvements.** City shall accept dedication of subdivision improvements and easements within each Parcelization area consistent with the Project Approvals upon certification by the City Engineer that the same have been completed to City standards and in accordance with this Agreement, the Project Approvals, and any applicable Subdivision Improvement Agreement. City shall assume responsibility for maintenance of the public improvements through the City of McFarland Community Facilities District ("**CFD**") or directly, twelve (12) months following

City's acceptance of dedication, and Developer shall retain responsibility for maintenance until such time. Notwithstanding the foregoing, City and Developer agree that it is their intent not to compel Developer to relocate utilities or infrastructure ("**Relocation Work**") until such a time as the needs of the Project require said work. In the event the City requires Relocation Work prior to the time when the same may be scheduled by Developer, City shall cause the Relocation Work to be performed at the cost of City and/or the applicable property owners, and at no cost to Developer. Alternatively, City may defer the Relocation Work until it is necessary for the Project, in which case it shall be at the sole cost of Developer.

4.3 Mitigation Measures. All mitigations, improvements and requirements imposed as mitigation measures pursuant to the Existing Approvals in accordance with CEQA shall be made and installed as each phase of the Project is developed. The determination of the improvements and requirements to be implemented shall be made with each Parcelization for a phase of the Project, pursuant to Section 3.7 above. Such improvements and requirements shall be implemented as the impacts of the Project giving rise to the need for such improvements or requirements comes about as a result of a phase of development of the Project in order to ameliorate any adverse impacts of the development of the Project.

4.4 Additional Development Requirements. Developer shall provide all of the following, all in accordance with the provisions of the Conditions of Approval:

A. Public Park and Park Fees. Developer shall dedicate to the McFarland Recreation and Parks District a park site, the size of which shall be at least 2.38 gross acres in size, in satisfaction of the Quimby Act (Govt. Code, §66477.). Developer shall be responsible for improving the perimeter streets surrounding the park by installing curb and gutters, sidewalk with compliance of ADA requirements, prior to recordation of the final map for Phase I of Tract 7393.

B. Curbs and Gutters: Developer shall construct curbs and gutters with 4.5 foot-wide sidewalks along all interior streets of the Project with compliance of ADA requirements.

C. Front Yard Setbacks: Front Yard setbacks of 25 feet.

D. Fencing: Developer to construct six (6) foot tall cement block wall adjacent to any single-family dwelling around park described in paragraph A above.

E. Signs: Developer to construct project identity signs on corner wall at street entrances; and Developer shall install street signs with City Logo with street names spelled complete.

F. Walls: Developer shall install cement block wall on north side of drainage basin on Taylor Ave and shall install commercial grade chain link fence with commercial privacy "slats" and provide gate for entrance off of Taylor Ave.

G. Lighting: Developer shall install City Standard Lighting along all major city streets. Developer shall install Ornamental City Standard Lighting within subdivision.

H. Signage: Street signs must show street names spelling in full and contain City Logo on sign. All traffic signs must be located and installed in accordance to City standards and approved by the City Engineer.

ARTICLE 5
INDEMNITY AND INSURANCE;
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

5.1 Indemnity. To the greatest extent permitted by law, Developer shall indemnify, defend (with counsel acceptable to City) and hold City, and its elected and appointed officers, officials, boards, commissioners, agents, contractors, employees, and representatives (all of the foregoing, "**Indemnitees**") harmless from and against any and all claims, liabilities, obligations, orders, fines, penalties, causes of action, actions, suits, judicial or administrative proceedings, demands, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) (all of the foregoing, "**Claims**") directly or indirectly caused by or arising out or in connection with: the approval of this Agreement; the development, construction, improvement, or operation of the Project or the Property or any part thereof by Developer or Developer's contractors, subcontractors, agents or employees or any other party acting for or on behalf of Developer; or otherwise arising out of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of applicable law in connection with the development, operation, or management of the Project; and/or any other acts or omissions of Developer, or Developer's contractors, subcontractors, agents or employees relating to the performance of this Agreement, including, without limitation, Claims relating to bodily injury, death, or property damage, except to the extent any such Claim arises from the gross negligence or willful misconduct of the Indemnitees. The provisions of this Section 5.1 shall survive the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Developer that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

5.2 Relationship of Parties. The contractual relationship between City and Developer is such that Developer is not the agent or employee of City. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Project shall be construed as making City and Developer joint venturers or partners.

5.3 Commercial General Liability Insurance. Developer shall, at all times during the Term of this Agreement, maintain or cause to be maintained a commercial general liability policy including coverage for bodily injury, property damage, products, completed operations, and contractual liability with coverage limits in the amount of not less than Two Million ($2,000,000) per occurrence, Five Million ($5,000,000) annual aggregate. Each policy of insurance required hereunder: (i) shall be written on an occurrence basis, (ii) shall name the Indemnitees as additional insured, (iii) shall be placed with insurers licensed to do business in the State of California, and with a current A.M. Best's rating of no less than A:VII, and (iv) shall comply with the requirements set forth in Section 5.4 below.

5.4 Workers' Compensation Insurance. Developer shall also provide, or cause to be provided, Workers' Compensation insurance as required by law, together with Employer's Liability insurance in a minimum amount of One Million ($1,000,000) per accident, covering employees of Developer and employees of any contractor, subcontractor, agent or representative of Developer.

5.5 **Evidence of Insurance; Endorsements; Policies.** Prior to commencement of construction of the Project, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required hereunder, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements required hereunder pertaining to such coverage. All insurance certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal. In addition, Developer shall promptly provide written notice to City in the event of any such material change, cancellation, termination, or nonrenewal. Upon City's request, Developer shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

Any insurance required to be maintained by Developer hereunder may be maintained under a so-called "blanket policy", insuring other parties and other locations, so long as the amount of insurance required to be provided hereunder is not thereby diminished.

5.6 **Reinstatement.** If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

5.7 **Primary Coverage; Waiver of Subrogation; Annual Aggregate Limits.** All coverage required hereunder shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and each policy shall contain such an endorsement. Each insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. If any of the required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

5.8 **Adjustments.** The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after commencement of construction of the Project nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Developer of any such adjustments, and Developer shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

5.9 **Additional Insured Coverage; Liability Limits.** For all liability insurance required by this

Agreement, Developer (and Developer's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Developer (and Developer's contractors) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Developer (or Developer's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Developer (or Developer's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

5.10 Defense and Cooperation in the Event of a Litigation Challenge. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge: (a) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (b) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice in any such action or proceeding with the reasonable costs of such representation to be paid by Developer; (c) Developer shall reimburse City, within ten (10) business days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's administrative, legal, and court costs and City Attorney oversight expenses; and (d) Developer shall indemnify, defend, and hold harmless the Indemnitees from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to City's approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so. Developer's obligations under this Section 5.9 shall survive the termination of this Agreement.

ARTICLE 6
ANNUAL REVIEW

6.1 Annual Review. As required by California Government Code Section 65865.1, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement.

6.2 Conduct of Annual Review. The annual review shall be conducted as provided in this Article 6.

By December 1st of each year, Developer shall provide documentation of its good faith compliance with this Agreement during the calendar year, and such other information as may reasonably be requested by the Planning Director. The Planning Director shall review the Developer's submission to ascertain whether Developer has complied in good faith with the terms of this Agreement. Upon request of the Planning Director, Developer shall furnish such additional documents or information as may be reasonably required and available to Developer to enable to Planning Director to complete the annual review. At least ten (10) days prior to making his determination hereunder, the Planning Director shall provide Developer with copies of staff reports, documents, exhibits and other information concerning Developer's compliance with the terms of this Agreement, including the determination proposed by the Planning Director, and Developer may supplement the record or otherwise respond thereto prior to the Planning Director's decision.

6.3 **Finding of Compliance or Noncompliance.** If the Planning Director finds good faith compliance by Developer with the terms of this Agreement, the Planning Director shall issue a certificate of compliance certifying Developer's good faith compliance with the terms of this Agreement through the period of the applicable annual review. If the Planning Director, on the basis of substantial evidence, finds that the Developer has not complied in good faith with the terms of this Agreement, the Planning Director shall prepare a written report describing why the Developer is not in compliance with this Agreement. If Developer does not cure the noncompliance within ninety (90) days following the date of delivery of the Planning Director's report, then this Agreement shall be subject to modification or termination pursuant to this Agreement.

6.4 **Referral to Planning Commission.** The Planning Director may refer any review to be conducted hereunder to the Planning Commission (or such commission or body as may assume the responsibilities of the Planning Commission if it ceases to function during the Term of this Agreement). Such referral shall be made by the Planning Director, together with a staff report on the Planning Director's preliminary findings, a copy of which, together with any supporting material, shall be provided to Developer at least ten (10) days prior to the hearing date. Upon such referral, the Planning Commission shall conduct a noticed public hearing to determine if Developer has demonstrated good faith compliance with the terms of this Agreement, in accordance with the provisions of this Article 6.

6.5 **Appeals to City Council.** If Developer appeals a determination of noncompliance hereunder to the City Council, then the City Council shall schedule a hearing thereon not earlier than thirty (30) days after Developer files its notice of appeal. At such hearing, Developer shall be entitled to submit evidence and address all the issues raised in the notice of noncompliance or on appeal. Developer's evidence may be in writing or may be taken orally at the hearing before the City Council, or both. If, after receipt of any written response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms and conditions of this Agreement, then the City Council shall specify to Developer the respect in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days and shall be reasonably related to the time necessary to adequately bring Developer's performance into good faith compliance with the terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the specified time limits, then the City Council may by noticed hearing terminate or modify this Agreement. A notice of determination hereunder of noncompliance by Developer shall specify in detail the grounds therefor and all facts demonstrating such noncompliance, so that Developer may address the issues raised in the notice of noncompliance on a point-by-point basis on any appeal taken to the City Council hereunder.

6.6 Miscellaneous Requirements in Connection with Annual Review. The Planning Director's determination shall be made within thirty (30) days after the submission by Developer of the required material hereunder, and, if the Planning Director refers the matter to the Planning Commission, then the determination by the Planning Commission shall be made within thirty (30) days after such referral. Developer shall be permitted an opportunity to be heard orally or in writing before the Planning Director regarding such performance and before the Planning Director makes a determination or referral hereunder. The issuance of a certificate of compliance by the Planning Director (or the Planning Commission on referral) and the expiration of the applicable appeal period without appeal, or the direction of or the confirmation by, the City Council of the issuance of a certificate of compliance on appeal, shall conclude the review for the applicable period, and such determination shall be final and conclusive for the applicable review period.

6.7 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

ARTICLE 7
PERMITTED DELAYS; SUPERSEDURE BY SUBSEQUENT STATE OR FEDERAL LAWS.

7.1 Permitted Delays. Performance by either Party of its obligations hereunder shall be excused during any period of Permitted Delay. "**Permitted Delay"** shall mean delay beyond the reasonable control of a Party caused by acts of God, civil commotion, riots, pandemics, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties, or any other cause beyond the reasonable control of a Party. A Party's financial inability to perform or obtain financing or adverse economic conditions generally shall not be grounds for claiming a Permitted Delay. The Party claiming a Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay, the specific grounds of the same and the anticipated period of the Permitted Delay within thirty (30) business days after the occurrence of the conditions which establish the grounds for the claim. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. The period of Permitted Delay shall last no longer than the conditions preventing performance. In no event shall any Permitted Delay extend the Term of this Agreement.

7.2 Supersedure by Subsequent State or Federal Laws. If any law or regulation enacted by the State of California or the federal government after the Approval Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such State or federal laws or regulations. Immediately after enactment of any such new State or federal law or regulation, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Developer's reasonable business judgment, then Developer shall have the right to terminate this Agreement by written notice to City. In addition, at Developer's election, the Term of this Agreement may be extended pursuant to Section 7.1 above for the duration of the period during which such new State or federal law or regulation precludes compliance with the provisions of this Agreement. In addition, Developer shall have the right to challenge the new State or federal law or regulation preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended by the period of actual delay in Project construction resulting from the enactment of, and challenge to, such new State or federal law or regulation.

ARTICLE 8
EVENTS OF DEFAULT; REMEDIES; TERMINATION

8.1 **Events of Default.** Subject to any extensions of time agreed upon by the Parties in writing, and subject to the provisions of Section 7.1 regarding Permitted Delays, any failure by either Party to perform any term, condition, or obligation of this Agreement shall constitute a default. In the event of any alleged breach of, or default under, any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which the default may be satisfactorily cured ("**Notice of Default**"). An "**Event of Default**" shall arise hereunder if (i) the defaulting Party does not cure the default within thirty (30) days following receipt of Notice of Default from the other Party if the default is of a nature that can be cured within such thirty (30) day period, or (ii) if the default is not of a nature which cannot be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure the default, or thereafter does not prosecute to completion with diligence and continuity the curing of such default within not more than ninety (90) days from the date of delivery of the Notice of Default.

Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance which the noticing Party claims constitutes the default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of defaults, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto.

8.2 **Withholding of Permits.** Following delivery of Notice of Default to Developer pursuant to Section 8.1 above, and during the cure period provided therein, upon a finding by the Planning Director that Developer is in breach under this Agreement, City shall have the right to refuse to issue any permit or other Subsequent Approvals to which Developer would otherwise have been entitled pursuant to this Agreement until such default or breach is cured. This provision is in addition to, and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

8.3 **Termination**. Upon the occurrence of an Event of Default and the failure to cure within the time permitted under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code Section 65868 and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging default by the other Party may give written notice of termination of this Agreement to the other Party. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except as expressly set forth in this Agreement.

8.4 Legal Action.

8.4.1 ***Institution of Legal Actions***. In addition to any other rights or remedies and subject to the limitation set forth in Section 8.4.4, a Party may institute legal action to cure, correct or remedy any Event of Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for Kern County, California, except for actions that include claims in which the Federal District Court for the Eastern District of the State of California has original jurisdiction, in which case the Eastern District of the State of California shall be the proper venue.

8.4.2 ***Acceptance of Service of Process.*** In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

8.4.3 ***Rights and Remedies Are Cumulative.*** Subject to the limitations set forth in Sections 8.4.4 and 8.4.6, the rights and remedies of the Parties hereunder are cumulative, and the exercise by a 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, except as otherwise expressly provided herein.

8.4.4 ***No Damages.*** In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages, including without limitation, actual, consequential or punitive damages, for any default under this Agreement. It is expressly understood and agreed that the sole legal remedies available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, and/or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payment of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to pay fees, advance monies, or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

8.4.5 ***Resolution of Disputes.*** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, before instituting any court action or proceeding. The mediation shall be conducted by a mediator mutually selected by the Parties and mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party commences a court action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to such Party. If, and only if, the dispute is not resolved by mediation, may a Party proceed to initiate a court action.

8.4.6 ***Event of Default Arising Out of Annual Review.*** If the City determines that the Developer is in default under this Agreement as a result of an annual review pursuant to Article 6, then City shall give notice and an opportunity to cure in accordance with the provisions of Article 6. Notwithstanding anything to the contrary contained in this Agreement, if City elects to modify or terminate this Agreement as a result of its annual review under Article 6 after a finding of noncompliance by the Developer with this Agreement, such proceeding of termination or modification shall constitute City's exclusive and sole remedy, and City hereby waives, releases and relinquishes any other right or remedy otherwise available under this Agreement or at law or in equity; provided however, nothing in this Section 8.4.6 shall operate to limit City’s ability to recover fees payable by Developer as of the date of the finding of noncompliance or to seek an order of specific performance if Developer has failed to build public improvements that Developer was required to construct or install as of the date of the finding of noncompliance.

8.4.7 ***Waiver.*** No failure or delay by a Party in asserting any of its rights and remedies under this Agreement, and no failure to insist upon the strict performance of any of the provisions of this Agreement, shall constitute a waiver of any such rights or remedies or a waiver of such Party's right to demand strict compliance in the future, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. No waiver shall be effective or binding unless made in writing, and no waiver of any default or breach hereunder shall be implied from any omission by a Party to take any action with respect thereto. No waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Consent by a Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

8.4.8 ***Effect of Termination.*** If this Agreement is terminated on account of an Event of Default, such termination shall not affect any rights or obligations emanating from Existing Approvals or Subsequent Approvals issued prior to the date of termination, but the rights, duties, and obligations of the Parties hereunder shall otherwise cease as of the date of such termination except as expressly stated herein. If Developer is the defaulting party, then any and all benefits, including money or land received by City, shall be retained by City. If City is the defaulting party, then Developer shall be entitled to all of the benefits arising out of any Exactions paid, given or dedicated to, or received by, City under this Agreement. Notwithstanding the foregoing provisions, no termination of this Agreement shall prevent

Developer from completing and occupying buildings or other improvements authorized pursuant to valid building permits issued by City prior to the date of termination.

<u>8.4.9</u> ***Cooperation.*** If any action or proceeding is instituted by any third person challenging the validity of any provision of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding; provided however, nothing in this Section is intended or shall be interpreted to modify or reduce Developer's obligations to indemnify and defend City pursuant to <u>Section 5.1 and 5.9</u> or to pay City's attorneys' fees in connection therewith.

<u>8.4.10</u> ***Effect of Court Action.*** If any court action or proceeding is brought by any third party to challenge any Project Approval, this Agreement, or any other permit or approval required from City, or any other governmental entity, for development or construction of the Project, or any portion thereof, then (i) Developer shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within thirty (30) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (ii) any such action shall constitute a Permitted Delay.

8.5 **Non-Liability of City Officials, Employees and Agents.** No officer, official, employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

8.6 **Estoppel Certificate.** Developer or its lender may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that, to the knowledge of the City: (i) this Agreement is in full force and effect, (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications, and (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and extent of any such defaults. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs expended by the City Attorney's office in connection therewith. City shall execute and return such certificate within sixty (60) days following the receipt of request therefor. The Planning Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

8.7 **Release of Obligation.** Provided that Developer has (i) completed all conditions set forth in the subdivision map for the Property to the satisfaction of City, (ii) paid all fees and monetary obligations required by this Agreement with respect to a particular phase of the Project, and (iii) completed all non-monetary obligations under this Agreement for such phase or has completed or provided bonds or other security for completion of such obligations in a form and from a surety approved by City, City shall provide Developer with an instrument so certifying and releasing the lots within such phase from this Agreement. The release shall constitute conclusive determination that the obligations of Developer under this Agreement have been met or secured with respect to the phase of the Project for which the release is issued. The release shall be in such form as will enable it to be recorded in the Official Records and as will enable the lots within such phase to be conveyed free and clear of any encumbrance resulting from this Agreement.

ARTICLE 9
TRANSFERS AND ASSIGNMENTS

9.1 **Assignment.** Because of the necessity to coordinate development of the entirety of the Property pursuant to plans for the Project, particularly with respect to the provision of on- and off-site public improvements and public services and benefits, certain restrictions on the right of Developer to assign or transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement. Developer agrees to and accepts the restrictions set forth in this Article 9 as reasonable and as a material inducement to City to enter into this Agreement.

9.2 **Assignment Provisions Before Completion of Public Improvements and Acceptance by the City.** Developer shall have the right to sell, transfer or assign its fee interest, or ground lease its interests in the Property, in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to any person, partnership, joint venture, firm, company, corporation or other entity (any of the foregoing, an "**Assignee**") subject to the written consent of City, which consent shall not be unreasonably withheld provided that such Assignee demonstrates to the reasonable satisfaction of City that it has the experience and financial capacity to undertake and complete development of the Property in accordance with the requirements of this Agreement. Notwithstanding the foregoing, Developer may assign its rights under this Agreement without the consent of City to any corporation, limited liability company, partnership or other entity which controls, is controlled by, or is under common control with Developer, and provided further, that Subject to Article 10 below, Developer may assign this Agreement as security to a Mortgagee and such Mortgagee may foreclose its interest in this Agreement and be deemed a permitted Assignee. For the purposes of this Section, "control" means effective management and control of the other entity.

9.3 **Assignment Provisions After Completion of Public Improvements and Acceptance by the City.** Notwithstanding the conditions to Developer's right to assign provided for in Sections 9.2 above, Developer shall have the absolute right to sell, transfer or assign its fee interest, or ground lease its interest in the Property, in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to any Assignee after Developer's completion and the City's acceptance of the public improvements required of the Project as to that portion of the Property subject to the assignment.

9.4 **Notice of Assignment; Recordation of Assignment and Assumption Agreement.** Developer shall provide the City with written notice of any proposed transfer or assignment of Developer's rights or obligations hereunder (each, an "**Assignment**") at least thirty (30) days prior to such Assignment. Each such notice of proposed Assignment shall be accompanied by evidence of Assignee's agreement to assume Developer's obligations hereunder. Developer shall pay the actual costs borne by City in connection with its review of the proposed Assignment, including the costs incurred by the City Attorney's Office. If City consents to such Assignment, a written assignment and assumption agreement, in a form approved by City, shall be recorded in the Official Records. Assignee shall succeed to the rights, duties and obligations of Developer only with respect to the parcel or parcels, or portion of the Property so purchased, transferred, ground leased or assigned, and Developer shall continue to be obligated under this Agreement with respect to any remaining portions of the Property retained by Developer and not assigned.

9.5 Successive Assignment. In the event there is more than one Assignment under the provisions of this Article 9, the provisions of this Article 9 shall apply to each successive Assignment and Assignee.

9.6 Covenants Run with the Land. Except as expressly provided in this Agreement, this Agreement and all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns until such time as lots within a particular phase of the Project are released from this Agreement as contemplated by Section 8.7 above, from which point the covenants of this Agreement no longer shall bind any lot so released.

ARTICLE 10
MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

10.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. City agrees to amend this Agreement from time to time to address any revision reasonably requested by a proposed Mortgagee for the purpose of implementing mortgagee protections and allowing the Mortgagee reasonable means to protect or preserve the lien of its Mortgage upon the occurrence of a default under the terms of this Agreement; provided that any such amendment shall not in any way affect the Term of this Agreement, subordinate the City's superior and senior position noted above, increase the burdens or obligations of City under this Agreement, reduce the rights and benefits of City hereunder, or otherwise in any material respect adversely affect any rights of City under this Agreement.

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon except in full compliance with this Agreement and the Existing Approvals, nor to construct any improvements thereon or institute any other uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Existing Approvals. Except as otherwise provided in this Section 10.2, all of the terms and conditions contained in this Agreement and the Existing Approvals shall be binding upon and effective against and shall run to the benefit of any person or entity, including any Mortgagee, who acquires title or possession to the Property, or any portion thereof.

10.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default given to Developer, and if City makes a determination of noncompliance under Article 6 above, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period provided to Developer hereunder to cure or remedy, or to commence to cure or remedy, the default claimed or the areas of noncompliance set forth in City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within ninety (90) days after obtaining possession. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake or continue construction or completion of any improvements comprising the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed Developer's obligation hereunder in the manner specified in Article 10.

10.4 No Supersedure. Nothing in this Article 10 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 10 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 10.3.

ARTICLE 11
AMENDMENT AND TERMINATION

11.1 Initiation of Amendment. Either party may propose an amendment to this Agreement and both parties agree that it may be beneficial to enter into additional agreements or modification of this Agreement in connection with the implementation of separate components of the Project.

11.2 Amendment by Written Consent. Except as otherwise expressly provided herein (including Article 6 relating to City's annual review and Article 8 relating to termination upon the occurrence of an Event of a Default), this Agreement may be terminated, modified or amended only by mutual written consent of the Parties or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65867, 65867.5 and 65868.

11.3 Operating Memoranda. The parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project Development and with respect to those items covered in general terms under this Agreement. If and when the parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement as specified in the Project Approvals or through operating memoranda mutually approved by the parties, which, after execution, shall be attached hereto as addenda and become a part hereof and may be further changed and amended from time to time as necessary, with further approval by City Manager, on behalf of the City and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of Developer. Unless otherwise required by law or by the Project

Approvals, no such changes, adjustments, or clarifications shall require prior notice or hearing. The Parties agree that the maximum number of 350 single family detached units may not be increased through an Operating Memoranda.

11.4 Major Amendments to Agreement. Any amendment to this Agreement that affects or relates to (a) the Term; (b) permitted uses of the Property; (c) the density or intensity of the use of the Property; (d) the maximum height or size of proposed buildings; (e) provisions for the reservation or dedication of land; (f) conditions, terms, restrictions or requirements for subsequent discretionary actions; (g) the location and maintenance of on-site or off-site public improvements, or (g) monetary contributions by Developer, shall be deemed a "**Major Amendment**" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a "**Minor Amendment**" and shall not, except to the extent otherwise required by Applicable Law, require notice of public hearing before the Parties may execute an amendment hereto. Such Minor Amendments shall be subject to Section 11.4 of this Agreement. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Amendment or a Minor Amendment.

11.5 Requirement for Writing; Recordation. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors in interest. Any amendment to, or cancellation of, this Agreement shall be recorded in the Official Records not later than ten (10) days after the effective date of the action effecting such amendment or cancellation.

11.6 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, at Developer's expense, shall conduct such additional CEQA review as expeditiously as possible.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice to either Party shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, or overnight delivery service, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:

City of McFarland
401 W Kern Avenue
McFarland, California 93250
Attn.: City Manager

Developer:

LeOra LLC
6501 Fruitvale Avenue
Bakersfield, CA 93308
Attn: Michael Hair

Either Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date shown on the return receipt.

12.2 Negation of Partnership; No Third-Party Beneficiaries. The Parties specifically acknowledge that the Project is a private development, neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity, unless expressly otherwise provided herein.

12.3 Not a Public Dedication. Except as expressly provided herein, nothing in this Agreement shall be deemed to be a gift or dedication of the Property, or of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever.

12.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, entity, or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

12.5 Entire Agreement. This Agreement, together with <u>Exhibits A through C</u> attached hereto and incorporated herein by this reference contains the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise expressly specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded by this Agreement.

12.6 Captions; Interpretation. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement. The use in this Agreement of the words "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of nonlimitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. All

Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

12.8 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California. Unless otherwise specified, throughout this Agreement the word "days" shall refer to calendar days.

12.9 Governing Law, Venue. This Agreement shall be construed in accordance with the laws of the State of California, without reference to its choice of law provisions. Any action to interpret or enforce this Agreement shall be filed and heard in state or federal courts with jurisdiction in Kern County, California.

12.10 Survival. Developer's obligations pursuant to Section 5.1 and Section 5.9, and all other provisions that expressly so state, shall survive the expiration or termination of this Agreement.

12.11 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

12.12 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

- Exhibit A: Legal Description of the Property
- Exhibit B: Conditions of Approval and Exactions
- Exhibit C: Existing Impact Fees, Connection Fees and Processing Fees

[*SIGNATURES ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Dated: ________________

City of McFarland,
a California municipal corporation

By: ________________________________
Sally Gonzalez,
Mayor

Attest:

____
Sarah Drake, Interim City Clerk

Dated: ________________

LeOra LLC,
a California limited liability company

By: ________________________________
Michael Hair,
Managing Member

SIGNATURES MUST BE NOTARIZED

Approved as to form:

____
Nathan Hodges, City Attorney

EXHIBIT B
CITY OF MCFARLAND
PLANNING DEPARTMENT

Vesting Tentative Tract Map 7393
Conditions of Approval

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 VestingTentative 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 to the City fee title tothe drainage basin and to the McFarland Recreation and Parks District fee title to the park 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.

<u>PLANNING CONDITIONS:</u>

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 MWELO*** 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 (MWELO). 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) ***CEQA 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.

<u>BUILDING CONDITIONS:</u>

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) ***<u>Building Permit Fees</u>.*** 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) ***<u>Development Impact Fees</u>.*** 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.

<u>ENGINEERING CONDITIONS:</u>

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 construct 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 improvement 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 storms 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) The applicant shall dedicate land for park purposes and/or pay a fee in lieu thereof to the McFarland Recreation and Parks District, in accordance with the Quimby Act (Govt. Code, §66477).

EXHIBIT B CONTINUED
CITY OF MCFARLAND
PLANNING DEPARTMENT

Vesting Tentative Tract Map 7394
Conditions of Approval

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 VestingTentative 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.

<u>PLANNING CONDITIONS:</u>

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 MWELO*** 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 (MWELO). 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) ***CEQA 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 storms 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 CFD2017-2; 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 applicant shall dedicate land for park purposes and/or pay a fee in lieu thereof to the McFarland Recreation and Parks District, in accordance with the Quimby Act (Govt. Code, §66477).

EXHIBIT C

City of McFarland

Development Impact Fee Schedule

Land Use	General Government	Law Enforcement	Parks	Fire Protection	Water	Sewer	Storm Drain	Traffic	Total
Residential - per Dwelling Unit									
Single Family	$ 1,957	$ 1,163	$2,300	$ 289	$4,101	$1,499	$ 648	$ 5,700	$17,657
Multifamily	1,747	1,037	2,053	258	3,651	1,334	395	3,800	14,275
Nonresidential - per 1,000 Square Feet									
Commercial	$ 346	$ 205		$ 100	$ 984	$ 210	$ 661	$ 7,149	$ 9,655
Office	440	260		128	1,189	210	642	9,099	11,968
Industrial	171	102		50	1,477	180	939	5,399	8,318

Source: City of McFarland Development Impact Fee Update, 11-16-20 RESOLUTION No. 2020-0046

EXHIBIT C CONTINUED

RESOLUTION 2020-0046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA ADOPTING THE CITY OF MCFARLAND DEVELOPMENT IMPACT FEE UPDATE STUDY; MAKING CERTAIN FINDINGS; AND APPROVING NEW DEVELOPMENT IMPACT FEES FOR THE CITY OF MCFARLAND, EFFECTIVE ON December 10, 2020

WHEREAS, the City has a development impact fee (DIF) schedule that is charged to developers to mitigate the impacts of development upon public facilities, and

WHEREAS, present and future development within the City shall cause adverse financial impact upon the City to provide adequate public facilities; and

WHEREAS, unless an impact fee program to fund new or expanded facilities to serve new development is imposed upon parcels at the time of development in order to mitigate the increased burden placed by such development on general welfare, the City will be adversely affected; and

WHEREAS, by reason of new and expanded development of parcels within the City, a new and cumulatively overwhelming burden on city facilities will be created, and therefore such developers should offset the additional responsibilities required and imposed upon the City by the payment of fees to mitigate the adverse financial impact upon the City so as to provide for construction of expanded capital facilities to properly handle such new and increased development; and

WHEREAS, construction within the City continues and it is deemed necessary and desirable to impose such fee prior to issuance of a building permit or permits to developers in order to establish funding at the earliest possible time and to apprise developers of the fee imposition upon respective parcels prior to issuance of building permits; and

WHEREAS, all parcels within the City and its sphere of influence will be benefited by the imposition of a fee to construct needed facilities and acquire equipment as recommended; and

WHEREAS, the City conducted a comprehensive update of the DIF schedule, selecting Willdan Financial Services (Willdan) to complete the DIF update through a competitive Request for Proposals process, and Willdan worked with City staff to gather data about the city and determine various methods to update the DIF schedule; and

WHEREAS, the City Council held a Public Hearing on December 10, 2020 to receive input on the proposed Study (hereinafter described) and DIF schedule attached hereto as Exhibit A and incorporated herein by this reference (the "DIF Schedule").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of McFarland hereby finds and resolves that:

1. Findings.
A. The purpose of the proposed DIFs is to raise capital revenues necessary to mitigate the cost of various City infrastructure and facilities required because of additional demands from continued development.

B. The DIFs will be used only to pay for the portion of the various City infrastructure that supports new development within those land-uses and infrastructure categories.

C. There is a reasonable relationship between the use of the DIFs, and the developments on which the fee is imposed as identified in the study (the "Study") attached hereto as Exhibit B and the staff report attached hereto as Exhibit C (the "Staff Report"). The fees will be used only to pay for the portion of the various City facilities that support new development within the City of McFarland.

D. There is a reasonable relationship between the need for the development identified in the Study and Staff Report for which the impact fee schedule is calculated, and the types of development on which these fees are imposed. The relationships between various types of development and the demand for additional facilities from new development are specified in the Study and Staff Report.

E. There is a reasonable relationship between the amounts of the fees, and the facility costs needed to support the development projects on which the fee is imposed.

F. After review and consideration of the Study and Staff Report and the testimony received at the Public Hearing, the City Council hereby approves the Study, and incorporates the same into this resolution.

2. Service Areas. The service areas for the DIF Schedule based on the Study and Staff Report are uniform throughout the City and any potential annexation areas within its sphere of influence.

3. Amount of the Impact Fees. The amounts of the new DIFs are set forth in the DIF Schedule. The number and type of units of development to be used as a basis for charging impact fees to a development project will be determined by the Director of Community Development or the Public Works Director/City Engineer as needed.

4. Annual Adjustments. The City Council will consider the adjustment of the DIF Schedule to keep pace with inflation on or after January 1 of each year (the "DIF Adjustment Date") (starting with January 1, 2021) by the percent change over 12 months in the California Department of General Services California Construction Cost Index (CCCI), for the twelve months immediately preceding the DIF Adjustment Date.

5. Changes in Estimated Costs. If the actual or estimated costs of the needed facility change substantially from the proposed project, the Public Works Director shall review the impact fee to determine whether the changes in costs have a meaningful effect on the amounts of the impact fees needed. If so, the Public Works Director shall promptly recommend to the City Council a revised impact fee.

6. Separate Accounts. The Public Works Director shall deposit fees collected pursuant to this resolution in separate accounts for the facility types for which these impact fees are collected. Within 180 days of the close of each fiscal year, the Public Works Director shall make available to the public an accounting of the funds as provided for in Section 66006(b) of the Government Code, and the City Council shall review that information at its next regular public meeting.

7. Effective Date. This resolution shall become effective upon adoption. The fees imposed by this resolution shall be effective on February 10, 2021 in compliance with the Government Code Section 66017 requirement that the new fee become effective not less than 60 days after its adoption.

8. Savings and Interpretation Clause. This resolution shall not be interpreted in any manner to conflict with controlling provisions of state law, including, without limitation, the Constitution of the State of California. If any section, subsection or clause of this resolution shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. If this resolution, or any section, subsection or clause of this resolution shall be deemed unconstitutional or invalid as applied to a particular appeal, the validity of this resolution and its sections, subsections and clauses in regards to other contracts shall not be affected.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland held on December 10th, 2020 by the following vote:

AYES: Perez, Ayon, Rodriguez, Cano, Gonzalez (Mayor)

NOES: None

ABSENT: None

ABSTAIN: None

SALLY GONZALEZ, Mayor
of the City of McFarland

ATTEST:

FRANCISCA ALVARADO, City Clerk
of the City of McFarland

CITY OF McFARLAND
INCORPORATED
JULY 18, 1957
CALIFORNIA

EXHIBIT A

Proposed Development Impact Fee Schedule

Land Use	General Government	Law Enforcement	Parks	Fire Protection	Water	Sewer	Storm Drain	Traffic	Total
Residential - per Dwelling Unit									
Single Family	$ 1,957	$ 1,163	$2,300	$ 289	$4,101	$1,499	$ 648	$ 5,700	$17,657
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Office	440	260		128	1,189	210	642	9,099	11,968
Industrial	171	102		50	1,477	180	939	5,399	8,318

Source: City of McFarland Development Impact Fee Update, 11-16-20

EXHIBIT "B"
[Study]

EXHIBIT "C"
[Staff Report]

ORDINANCE NO. _0006-2021__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, ADOPTING AN UNCODIFIED ORDINANCE, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCFARLAND AND LEORA LLC FOR THE DEVELOPMENT OF TRACT 7393 AND 7394 LOCATED AT APN(060-090-29) SOUTHWEST OF INTERSECTION TAYLOR AVE/GARZOLI AVE

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City of McFarland ("City") to enter into development agreements and requires the planning agency of the City to find the proposed development agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property; and

WHEREAS, LeOra LLC ("Developer") has filed a development agreement application with the City for development of Tract 7393 and 7394, in McFarland, CA, APN: 060-090-29, which is generally located Southwest of intersection Taylor Ave/Garzoli Ave. (the "Project Area" or "Property") for the development of 350 single family homes, to be completed in 8 phases (the "Project"). The various entitlements are collectively referred to as "Project Approvals;" and

WHEREAS, on August 24th, 2021, the Planning Commission held a duly and properly noticed public hearing, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed development agreement and associated entitlements. In this meeting the Planning Commission recommended to the City Council of the City of McFarland to adopt this Ordinance related to the Development Agreement between the City of McFarland and LeOra LLC for the development of Tract 7393 and 7394; and

WHEREAS, the City Council conducted a duly noticed public hearing on August 26, 2021, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed development agreement and associated project entitlements, and after which this Ordinance was introduced by the City Council; and

WHEREAS, the City Council considered this matter on September 9, 2021, at which time all interested parties were given another opportunity to be heard and present evidence regarding the proposed development agreement; and

WHEREAS, the City Council now desires to approve the proposed Development Agreement by adoption of this uncodified ordinance.

NOW, THEREFORE, the City Council of the City of McFarland does ordain as follows:

Section 1. The above recitals are true, correct and hereby incorporated by reference.

Section 2. The City Council determines that this project has already been environmentally assessed pursuant to the California Environmental Quality Act (CEQA) along with the approval of Tentative Parcel Map No. 12412. The city has adopted a Negative Declaration for the vesting tentative tract maps 7393 and 7394 along with finding the Tentative Parcel Map No. 12412 categorically exempt under CEQA Guidelines Sections 15315. As such, no further assessment is required.

Section 2. Pursuant to Government Code Sections 65864 through 65869.5 and in light of the record before it, including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the CEQA hearings, and consistent with the findings and recommendations of the Planning Commission, the City Council makes the following findings regarding Development Agreement No. 2021-0001 (the "Development Agreement"):

a. Finding 1: The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

   Evidence: The Council has reviewed the analysis and determined that the proposed Development Agreement is consistent with the planned land use for the General Plan. The proposed land use and the density are also compliant per this requirement. Additionally, the Development Agreement represents a productive use of site that is compatible with surrounding uses, and offers McFarland residents new residential opportunities. As such, the Development Agreement is therefore consistent with the General Plan.

b. Finding 2: A water supply assessment is not required, and the Development Agreement does not include a subdivision as defined in Section 66473.7 of the Government Code.

   Evidence: Government Code section 66473.7 requires a water supply assessment for subdivisions with more than 500 dwelling units, etc. Not only is this project not a "subdivision" for the purposes of the section, but an adequate water supply is available for the project.

c. Finding 3: The project has adequate flood protection.

   Evidence: The City has imposed conditions on development that will protect the property to the urban level of flood protection. As such, the site has adequate flood protection.

Section 3. The City Council finds the Development Agreement establishes mutual beneficial obligations and benefits for LeOra LLC, and the City.

Section 4. The City Council finds the Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5.

Section 5. The City Council finds the Development Agreement will not be detrimental, or cause adverse effects, to adjacent property owners, residents, or the general public, since the Project will be developed in accordance with the City's ordinances, laws, regulations, and entitlements for the Project.

Section 6. For the foregoing reasons, and based on the information contained in any staff report, supporting documentation, minutes and other records of the proceedings, including any and all public comments received related to the Development Agreement, all of which are incorporated herein by this reference, the City Council hereby adopts this Ordinance and approves the proposed Development Agreement By And Between The City Of McFarland, A Municipal Corporation, And LeOra LLC, which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Development Agreement will not become effective or recorded until Final Map for Tentative Parcel Map (TPM) 12412 is approved by the City Council and recorded with the Kern County Recorder.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.

Section 9. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

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I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council of the City of McFarland after waiving reading, except by Title, at a regular meeting thereof held on the 26 day of August 2021, and adopted the Ordinance after the second reading at a regular meeting held on the 9 day of September, 2021, by the following roll call vote:

AYES: ____

NOES: ____

ABSTAIN: ____

ABSENT: ____

ATTEST:

____
Sarah Drake, Interim City Clerk

CITY OF MCFARLAND:

____
Sally Gonzalez, Mayor

Attachments: Development Agreement by and Between the City of McFarland, a Municipal Corporation, and LeOra LLC.

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

Schedule of User and Regulatory Fees

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

A. Fees for Commonly Requested Building Permit Types (Fees Shown In This Section (Section A.) Include All Applicable Permit Issuance, Inspection, and Internal Plan Check). If third party plan review is required, additional fees apply. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California).

	Activity Description	Fee	Charge Basis	Note
1	HVAC Change-Out - Residential	$129	per permit	
2	HVAC Change-Out - Commercial (per unit)	$173	per permit	
3	Residential Solar < 10 kW	$259	per permit	
5	Service Panel Upgrade - Residential	$129	per permit	
6	Service Panel Upgrade - Commercial	$173	per permit	
7	Water Heater Change-Out	$129	per permit	
8	Line Repair - Sewer / Water / Gas	$129	per permit	
9	Residential Re-Roof			
	a) Up to 2,000 SF	$288	per permit	
	b) Each Add'l 1,000 SF or fraction thereof	$58	per permit	
10	Block Wall			
	a) First 100 LF	$173	per permit	
	b) Each Add'l 50 LF or fraction thereof	$58	per permit	
11	Commercial Tenant Improvement			
	a) Non-Structural			
	i) Up to 500 SF	$460	per permit	
	ii) Each Add'l 250 SF up to 5,000 SF	$86	per permit	
	iii) Each Add'l 250 SF after 5,000 SF	$37	per permit	
	b) Structural			
	i) Up to 500 SF	$690	per permit	
	ii) Each Add'l 250 SF up to 5,000 SF	$108	per permit	
	iii) Each Add'l 250 SF after 5,000 SF	$45	per permit	
12	Residential Remodel			
	a) Non-Structural			
	i) Up to 500 SF	$345	per permit	
	ii) Each Add'l 100 SF	$43	per permit	
	b) Structural			
	i) Up to 500 SF	$37	per permit	
	ii) Each Add'l 100 SF	$47	per permit	
13	Residential Addition			
	a) Up to 500 SF	$575		
	b) Each Add'l 100 SF	$47		
14	Demolition	$173	per permit	
15	Temporary Power Pole	$129	per permit	

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

A. Fees for Commonly Requested Building Permit Types (Fees Shown In This Section (Section A.) Include All Applicable Permit Issuance, Inspection, and Internal Plan Check). If third party plan review is required, additional fees apply. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California).

Activity Description	Fee	Charge Basis	Note
16 Swimming Pool/Spa			
a) Swimming Pool / Spa	$403	per permit	
b) Detached Spa / Water Feature	$230	per permit	
c) Gunite Alteration	$345	per permit	
d) Equipment Change-out Alone	$201	per permit	
17 Patio			
a) Standard (Wood/Metal Frame)			
i) Up to 200 SF	$201	per permit	
ii) Greater than 200 SF	$259	per permit	
b) Upgraded (with electrical, stucco, fans, etc.)			
i) Up to 200 SF	$345	per permit	
ii) Greater than 200 SF	$403	per permit	
18 Window / Sliding Glass Door			
a) Retrofit / Repair			
i) Up to 5	$173	per permit	
ii) Each additional 5	$29	per permit	
b) New / Alteration			
i) Up to 5	$230	per permit	
ii) Each additional 5	$43	per permit	
19 Business License Inspection	$58		
20 Construction and Demolition Materials Management Plan Fee - Application Plan Review & Deposit Administration Fee	$95		
21 Third-Party Plan Review (if applicable)	100% pass-through of actual cost		

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

Building Permit Fees

Determination of Valuation for Fee-Setting Purposes

● Project valuations for new construction shall be based on data published by the International Code Council (ICC) (building valuation data table, typically updated in February and August of each year).

● Project valuations for tenant improvements, remodels, and additions shall be determined using 50% of the ICC building valuation data table when available. Project valuations for general construction shall be based on the total value of all construction work, including all finish work, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official. The final building permit valuation shall be set at an amount that allows the City to recover its costs of applicant plan check, permit and inspection activities.

Note: For construction projects with permit fees calculated using Section B, C, D, or E, additional fees apply for permit issuance. Additional fees may apply for services provided by other City Departments (e.g. Planning Review), Technology Enhancement Fees, and Fees Collected on Behalf of Other Agencies (e.g. State of California). Additional fees apply for plan review, when applicable.

B. Permit Fee for New Buildings, Additions, Tenant Improvements, Residential Remodels, and Combined Mechanical, Electrical, and/or Plumbing Permits

Total Valuation			Permit Fee				
$1	to	$4,000	$115.05				
$4,001	to	$10,000	$115.05	for the first $4,000	plus	$28.77	for each add'l $1,000 or fraction thereof, to and including $10,000
$10,001	to	$50,000	$287.64	for the first $10,000	plus	$10.07	for each add'l $1,000 or fraction thereof, to and including $50,000
$50,001	to	$100,000	$690.33	for the first $50,000	plus	$9.20	for each add'l $1,000 or fraction thereof, to and including $100,000
$100,001	to	$500,000	$1,150.55	for the first $100,000	plus	$7.48	for each add'l $1,000 or fraction thereof, to and including $500,000
$500,001	to	$1,000,000	$4,141.98	for the first $500,000	plus	$2.76	for each add'l $1,000 or fraction thereof, to and including $1,000,000
$1,000,001	and	up	$5,522.64	for the first $1,000,000	plus	$2.21	for each additional $1,000 or fraction thereof over $1,000,000

For permits requiring plumbing, electric, or mechanical review, the following percentages shall be added to the base permit fee

Plumbing inspection fees = Base permit fee x .12

Electrical inspection fees = Base permit fee x .12

Mechanical inspection fees = Base permit fee x .12

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

Building Permit Fees

C. Permit Fee for Stand-Alone Mechanical Permit

Total Valuation			Permit Fee				
Up	to	$2,000	$57.53				
$2,001	to	$4,000	$115.05				
$4,001	to	$10,000	$115.05	for the first $4,000	plus	$19.18	for each add'l $1,000 or fraction thereof, to and including $10,000
$10,000	and	up	$230.11	for the first $10,000	plus	$7.67	for each additional $1,000 or fraction thereof over $10,000

D. Permit Fee for Stand-Alone Plumbing Permit

Total Valuation			Permit Fee				
Up	to	$2,000	$57.53				
$2,001	to	$4,000	$115.05				
$4,001	to	$10,000	$115.05	for the first $4,000	plus	$19.18	for each add'l $1,000 or fraction thereof, to and including $10,000
$10,000	and	up	$230.11	for the first $10,000	plus	$7.67	for each additional $1,000 or fraction thereof over $10,000

E. Permit Fee for Stand-Alone Electrical Permit

Total Valuation			Permit Fee				
Up	to	$2,000	$57.53				
$2,001	to	$4,000	$115.05				
$4,001	to	$10,000	$115.05	for the first $4,000	plus	$19.18	for each add'l $1,000 or fraction thereof, to and including $10,000
$10,000	and	up	$230.11	for the first $10,000	plus	$7.67	for each additional $1,000 or fraction thereof over $10,000

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

F. Building Plan Review Fees

	Fee Description	Fee	Charge Basis	Note
1	**Plan Check Fees**			
	a) Plan Review Fee, if applicable	75%	% of building permit fee	[a]
	b) Energy Review Fee, if applicable	5%	% of building permit fee	
	c) Phased Plan Check (when applicable)	1.5x full plan check fee for entire bldg	% of full plan check fee for entire building	
	d) Master Plan			
	i) Master Plan	100% of standard plan check fee		
	ii) Production Phase Units / Identical Buildings	25% of standard plan check fee		[b]
	e) Alternate Materials and Materials Review (per hour)	$115	per hour	
	f) Excess Plan Review Fee (3rd and subsequent) (per hour)	$115	per hour	
	OR			
	g) Alternative Calculation for Plan Review Fee	100% pass through of actual cost	per hour	

When applicable, plan check fees shall be paid at the time of application for a building permit.
The plan checking fee is in addition to the building permit fee

[a] Includes up to three plan checks. The City will bill hourly for additional plan review required.

[b] For identical buildings built by the same builder on the same lot or in the same tract and for which building permits are issued at the same time.

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - BUILDING FEES

Building Fees

G. Other Fees

	Fee Description	Fee	Charge Basis	Note
1	Permit Issuance Fee	$58	per permit	
2	General Plan Maintenance Fee (percent of permit fee)	5%	per permit	[a]
3	Technology Fee (percent of permit fee)	5%	per permit	
4	Training Fee (percent of permit fee)	5%	per permit	
5	Strong Motion Instrumentation (SMI)			
	a) Residential	$0.50 or valuation x .00013		
	b) Commercial	$0.50 or valuation x .00028		
6	Building Standards (SB 1473) Fee Calculation (Valuation)			
	a) $1 - $25,000	$1		
	b) $25,001 - $50,000	$2		
	c) $50,001 - $75,000	$3		
	d) $75,001 - $100,000	$4		
	e) Each Add'l $25,000 or fraction thereof	Add $1		
7	Certificate of Occupancy			
	a) Temporary Certificate of Occupancy (per 30 Days)	$173		
	b) Certificate of Occupancy	$86		
8	Damaged Building Survey (Fire, Flood, Vehicle Damage, Etc.)	$345		
	Copies, Re-Print, Change Of Contractor			
9	Printing Scanned / Archived Drawings	$8		
10	Job Card / Permit Re-Print	$38		
11	Change Of Contractor	$58		
	Violation Fees			
12	Investigation Fee For Work Done Without Permits	2x Permit Fee		
	Other Fees			
1	Phased Inspection Fee (per inspection)	$58	per inspection	
2	After Hours Inspection (per hour) (2-hour minimum)	$138	per hour; 2-hr minimum	
3	Re-inspection Fee (3rd Time or More) (each)	$58	per inspection	[b]
4	Missed inspection Fee	$58	per inspection	
5	Fees for Services Not Listed in this Fee Schedule (per hour)	$115	per hour	

[a] Fee only applies to permits for new construction and additions.

[b] Reinspection fee applies after second re-inspection.

City of McFarland

SCHEDULE OF USER AND REGULATORY FEES - PLANNING FEES

	Activity Description	Minimum Fee	Initial Deposit	Charge Basis	Note
1	Annexation and Prezoning	$6,500	$9,750	deposit	
2	Appeal to Commission or City Council (each)	$1,000	$1,000	deposit	[a]
3	Conditional Use Permit				
	a) CUP Minor - within residential and open space zones	$520	$520	deposit	
	b) CUP Major - within all other zones	$1,560	$4,680	deposit	
	c) CUP Minor - Amendment	$520	$520	deposit	
	d) CUP Major - Amendment	$780	$1,560	deposit	
4	Continued Public Hearing/Commission Item (applicant requested)	$500		fixed fee	
5	Development Agreement / Amendment / Annual Review		$3,900	deposit	
6	Environmental Review				
	a) Categorical Exemption	$200		fixed fee	
	b) Negative Declaration / Initial Study	$1,300	$5,460	deposit	
	c) Mitigated Negative Declaration / Initial Study	$4,160	$7,410	deposit	[b]
	d) EIR / Amendment / Addendum	$5,200	$8,775	deposit	[b]
7	Façade Change Review	$195		fixed fee	
8	General Plan Text/Map Amendment	$4,500	$5,200	deposit	
9	Home Occupation Permit	$65		fixed fee	[c]
10	Land Use Contracts				
	a) Create Preserve / New Contract (e.g. Williamson Act)	$1,040	$2,000	deposit	
	b) Cancellation	$1,560	$2,000	deposit	
	c) Non-Renewal	$250		fixed fee	
11	Large Family Day Care Facility Permit	$195	$195	deposit	
12	Limited Term Permit	$195	$195	deposit	
13	Map				
	a) Tentative Parcel Map	$3,120	$3,500	deposit	
	b) Tentative Tract Map	$4,160	$4,500	deposit	
	c) Final Parcel Map	$2,080	$2,500	deposit	
	d) Final Tract Map	$2,600	$3,000	deposit	
	e) Lot Line Adjustment	$1,040	$1,040	deposit	
	f) Parcel Merger	$1,040	$1,040	deposit	
	g) Parcel Map Waiver	$1,040	$2,000	deposit	
	h) Revised Parcel Map	$1,040	$1,500	deposit	
	i) Revised Tract Map	$2,080	$2,500	deposit	
	j) Extension	$520	$520	deposit	

City of McFarland

SCHEDULE OF USER AND REGULATORY FEES - PLANNING FEES

	Activity Description	Minimum Fee	Initial Deposit	Charge Basis	Note
14	Massage Operator's Permit	$195	$195	deposit	
15	Pre-Application Review	$520	$520	deposit	
16	Precise Development		$5,000	deposit	
17	Second Dwelling Unit Review	$390	$390	deposit	
18	Sign Review				
	a) Staff	$260	$260	deposit	
	b) Planning Commission / City Council	$600	$600	deposit	
19	Site Plan Review / Architectural Review / Design Review				
	a) Administrative	$1,040	$2,340	deposit	
	b) Planning Commission / City Council	$3,120	$5,850	deposit	
20	Special Event / Temporary Use Permit / Limited Term Permit				
	a) Staff	$130	$130	deposit	
	b) Planning Commission / City Council	$260	$260	deposit	
21	Specific Plan / Master Plan / Development Plan				
	a) New		$9,750	deposit	
	b) Amendment	$3,900	$3,900	deposit	
22	Street and Address Assignment / Change	$130		fixed fee	
23	Substantial Conformance Review / Determinations /				
	a) Staff	$520	$780	deposit	
	b) Planning Commission / City Council	$1,040	$1,300	deposit	
24	Time Extension	$520	$1,040	deposit	
25	Variance	$1,040	$3,120	deposit	
26	Zone Change	$4,500	$5,200	deposit	
27	Zoning Verification Letter				
	a) Single Family Verification Letter	$100		fixed fee	
	b) Verification Letter for Other Uses	$260	$260	deposit	
28	Technology Fee (% of fixed fee or % of minimum fee)	5%		fixed fee	
29	Training Fee (% of fixed fee or % of minimum fee)	5%		fixed fee	
30	Zoning Clearance - Planning Plan Check				
	a) Alterations/Additions - Residential	$65		fixed fee	
	b) New Construction - Single Family Residential	$130		fixed fee	
	c) New Construction - 2-4 Residential Units	$195		fixed fee	
	d) New Construction - 5+ Residential Units	$520		fixed fee	
	e) New Construction - Non-Residential	$260		fixed fee	
	f) Alterations/Additions - Non-Residential	$130		fixed fee	

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - PLANNING FEES

	Activity Description	Minimum Fee	Initial Deposit	Charge Basis	Note
	Hourly Rate for Deposit Based Billings or Services Not Listed in this Schedule				
31	Planning In-House Staff (per hour)	$130		per hour	
32	Planning Contract Service Provider - Planning (per hour)	Actual Cost plus 15%		per hour	
33	Building In-House Staff (per hour)	$115		per hour	
34	Building Contract Service Provider - Building (per hour)	Actual Cost plus 15%		per hour	
35	Engineering Contract Service Engineering (per hour)	Actual Cost plus 15%		per hour	
36	Attorney / Other Professional Services	Actual Cost plus 15%		per hour	
37	Peer Review	Actual Cost plus 15%		per hour	

* The City will pass through to the applicant all costs of required mailings, noticing, and amounts payable to other agencies (e.g. County Recorder, Department of Fish and Wildlife).
[a] Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the City Manager, Planning Commission, other Commission or Board, or City Council.

[b] Monitoring program time will be billed against deposit.

[c] If public hearing is required, a deposit will be collected and the City will bill hourly for services.

Full Cost Deposits and Deposit Replenishment
Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.
Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.
When more than one full cost application is submitted, the sum total of the initial full cost deposit amount can be reduced by 20%.
Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. The deposit account will be held open for 90 days after project approval for City to complete any miscellaneous clean up items and to account for all project related costs. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).
As may be required by the Community Development Department or Public Works Department for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy
Application fees are not refundable except as follows: A. Refund of 100% shall be made if a determination is made by the Community Development Director or Public Works Director that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution. B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be refunded. C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Structure of City Planning Fees
City Planning fees may be either fixed fees or deposit-based with a minimum amount due. When a fee is deposit-based, the City will collect the intial depost and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - LAND DEVELOPMENT AND ENCROACHMENT PERMIT FEES

	Activity Description	Minimum Fee	Initial Deposit	Charge Basis	Note
1	Improvement - Plan Check & Inspection				
	a) Up to 20 Lots	T&M, plus 15% admin fee	5% of improvement cost	deposit	[a]
	b) More than 20 Lots	T&M, plus 15% admin fee	3.5% of improvement cost	deposit	[a]
2	Grading Plan Check				
	a) Up to Five Acres	T&M, plus 15% admin fee	$1,500 deposit	deposit	
	b) More than Five Acres	T&M, plus 15% admin fee	$3,000 deposit	deposit	
3	Map Review	See Planning Fees	See Planning Fees	deposit	
4	Certificate of Compliance	T&M, plus 15% admin fee	$1,000 deposit	deposit	
5	Special Study Review	T&M, plus 15% admin fee	$1,500 deposit	deposit	
6	Encroachment Permit				
	a) Permit Processing / Application Intake Fee (applies to all permits)				
	i) Blanket Permit	$200		fixed fee	
	ii) Non-Blanket Permit	$58		fixed fee	
	b) Minor Encroachment				
	i) Plan Review, if required	$58		fixed fee	
	ii) Inspection, if required	$115		fixed fee	
	c) Major Encroachment				[b]
	i) Plan Review	$230		fixed fee	[b]
	ii) Inspection	$460		fixed fee	[b]
	d) Expedited Requests (< 24 hours)	1.5x standard fee		fixed fee	
	e) Projects lasting more than 3 days or excavation of more than 100 LF or 400 SF / non-standard projects				
	i) Plan Review & Inspection	T&M, plus 15% admin fee	$1,500 deposit	T&M	
	ii) City Staff Hourly Billing, if required	$115		per hour	
7	Oversize Load Permit				
	a) One Day	$16		fixed fee	
	b) Annual	$90		fixed fee	
	Other Fees				
8	Technology Fee (% of fixed fee or % of minimum fee)	5%		fixed fee	
9	Training Fee (% of fixed fee or % of minimum fee)	5%		fixed fee	
10	Extension of Time	$86		fixed fee	

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - LAND DEVELOPMENT AND ENCROACHMENT PERMIT FEES

Activity Description		Minimum Fee	Initial Deposit	Charge Basis	Note
11	Revisions				
	a) Reviewed/Inspected by Outside Service Provider	T&M, plus 15% admin fee		T&M	
	b) Reviewed/Inspected by City Staff	$115		per hour	
12	Excessive Resubmittals				
	a) Reviewed/Inspected by Outside Service Provider	T&M, plus 15% admin fee		T&M	
	b) Reviewed/Inspected by City Staff	$115		per hour	
13	After Hours Inspections (In-House Staff)	$144		per hr; 2-hr minimum	
14	Re-Inspection (3rd time or more) and missed inspection	$115		each	
	Hourly Rate for Deposit Based Billings or Services Not Listed in this Schedule	$110			
15	Planning In-House Staff (per hour)	$130		per hour	
16	Land Dev / Encroachment Permits In-House Staff (per hour)	$115		per hour	
17	Planning Contract Service Provider - Planning (per hour)	Actual Cost plus 15%		per hour	
18	Engin'rg/Encroachments Contract Services (per hour)	Actual Cost plus 15%		per hour	
19	Attorney / Other Professional Services	Actual Cost plus 15%		per hour	
20	Peer Review	Actual Cost plus 15%		per hour	

* All fees include up to three plan checks and inspection and re-inspection. The City will bill hourly for additional plan review and inspections required.

[a] Improvement cost based on engineer's estimate.

[b] Major encroachments are for projects requiring road closure, detour or significant traffic disruption, including temporary stops, putting City signals on flashing reds, work with flagging required, etc.

City of McFarland

SCHEDULE OF USER AND REGULATORY FEES - LAND DEVELOPMENT AND ENCROACHMENT PERMIT FEES

Activity Description	Minimum Fee	Initial Deposit	Charge Basis	Note

Full Cost Deposits and Deposit Replenishment
Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule will be subject to a full cost reimbursement agreement to be approved by the City Manager and/or City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.
Initial deposits will be collected and held by the City in a deposit account at the time the application is submitted. Project billing amounts will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.
When more than one full cost application is submitted, the sum total of the initial full cost deposit amount can be reduced by 20%.
Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. The deposit account will be held open for 90 days after project approval for City to complete any miscellaneous clean up items and to account for all project related costs. Any deposit amounts remaining after final project close out will be returned to applicant (less bond amounts held by the City).
As may be required by the Community Development Department or Public Works Department for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

Refund Policy
Application fees are not refundable except as follows: A. Refund of 100% shall be made if a determination is made by the Community Development Director or Public Works Director that the permit and associated fee are not required by the City's Municipal Code or adopted City Resolution. B. If an applicant requests to withdraw a fixed fee application prior to project evaluation, refund of 50% of the applicable fee shall be refunded. C. No refund of application fees shall be made after initial project evaluation has commenced, unless a fee waiver is approved by the City Council.

Structure of City Land Development and Encroachment Permit Fees
City Land Development and Encroachment Permit fees may be either fixed fees or deposit-based with a minimum amount due. When a fee is deposit-based, the City will collect the intial depost and bill against that deposit. The minimum total amount charged for deposit-based fees shall be the amount shown in the minimum fee column.

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - ANIMAL LICENSING AND REGULATION FEES

	Activity Description	Fee	Charge Basis	Note
	DOG LICENSE FEES			
1	Spay/Neuter Dogs			
	a) One Year	$20	per animal	[a]
	b) Three Year	$40	per animal	[a]
	c) Senior Discount	$5 off base fee	per animal	[a]
2	Unaltered Dogs			
	a) One Year	$60	per animal	[a]
	b) Three Year	$120	per animal	[a]
	c) Senior Discount	$5 off base fee	per animal	[a]
3	Lost Tags/Replacement	$5	per tag	
	PERMIT FEE			
4	Dangerous Animal Permit	$100	per year	
	IMPOUND FEES			
5	Licensed Dogs			
	a) 1st Impound	$25		
	b) 2nd Impound	$50		
	c) 3rd Impound	$100		
	d) Female Dog In Season	Add $20 to base fee		
6	Unlicensed Dogs			
	a) 1st Impound	$40		
	b) 2nd Impound	$60		
	c) 3rd Impound	$100		
	d) Female Dog In Season	Add $20 to base fee		
7	Dangerous Animal			
	a) 1st Impound	$100		
	b) 2nd Impound	$150		
	c) 3rd Impound	$200		
	d) Female Dog In Season	Add $20 to base fee		
	BOARD AND CARE FEES			
8	Board and Care			
	a) < 100lbs	$15		
	b) > 100lbs	$25		
	ADOPTION FEES			
9	Adoption Fee			
	a) < 3 Months	$75	per animal	
	b) 3 Months or More	$85	per animal	

City of McFarland
SCHEDULE OF USER AND REGULATORY FEES - ANIMAL LICENSING AND REGULATION FEES

	Activity Description	Fee	Charge Basis	Note
	OWNER SURRENDER			
10	Owner Surrender			
	a) Healthy Delivery to Shelter/City Hall	$25		
	b) Sick/Injury	$50		
	c) Pick Up/Dead Animal	$50		
	d) Sick/Injury and Pick Up	$75		
	MISCELLANEOUS			
11	DHPP Vaccine	$10		
12	Quarantine (Per Day)	$10		
13	Other Miscellaneous	$35		
	AFTER HOURS SERVICE			
14	After Hours Support	$100	1 hr minimum	
	ADMINISTRATIVE VIOLATION FEES			
15	Failure to License Dog/Wear License Tag	$50		6.04.040 A
16	Failure to Vaccinate for Rabies	$50		6.04.040 B
17	Impound Enforcement (At Large)	$50		6.04.050
18	Leashing and Tethering (Animal Cruelty)	$100		6.04.070
19	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animal	$500		6.04.808
20	Failure to Quarantine/Produce the Animal/Concealing Information	$100		6.04.090
21	Animal Neglect and Mistreatment	$100		6.04.110
22	Improper Vehicle Transportation of Animal	$100		6.04.120
23	Improper Care of Animal (Animal Cruelty)	$100		6.04.130
24	Improper Sanitation of Animal Waste	$50		6.04.140
25	Failure to Comply with Public Nuisance Remedial Requirement	$100		6.04.150

[a] License fees are waived for: service dog owned by a person with a need for assistance; dog used by any law enforcement personnel; dog owned by any government entity or political subdivision.

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director

DATE: September 16, 2021

SUBJECT: Contract Change Order #4 with Superior Construction for the Electric Vehicle Charging Station at 100 E. Industrial Street – CML 5343 (014) Project and authorize the Public Works Director to execute change order.

Recommend:
Staff recommends that City Council approved Contract Change Order (CCO) #4, in the amount of $181,973.58 and authorize the Public Works Director to execute change order.

Fiscal Impact:
Costs:

Original Bid Option 1 at bid date (Dec. 2020):	$ 176,040.00
Electrical Materials cost increase since bid date:	$ 11,073.43
CCO #1 Credit:	$ -5,139.85
Total CCO #4 Cost:	**$ 181,973.58**

Funding:

EV Charging Station Remaining Funds	$49,000
TDA – Transit	$132,973.58
Total Funds:	**$181,973.58**

Discussion:
The City of McFarland is currently under construction of the EV Charging Station, CML 5343-014. The project's original scope of work included a Solar shade structure, the project was bided out with a Base Bid and a Bid Option 1, which is the solar structure. On January 14, 2021, due to budget constraints, the project was awarded to Superior Construction for the base bid only in the amount of $459,691.09. At this time the City has identified additional funds and wishes to execute a contract change order to proceed with Bid Option 1.

The City reached out to the Contractor for an estimate to complete this bid option 1. The Contractor has submitted an estimate totaling $181,973.58, which includes a price increase of $5,933.58 due to electrical materials costs increase, since bid opening, associated with the solar system. This change includes a credit of $5,139.85 as part of CCO #1 (install a 3" conduit from the switchgear to future solar PV System Location. This work was part of Bid option 1, the change was needed at that time to facilitated future installation of the PV system). In addition, the Contractor is requesting 80 calendar days (approx. 57 working days) from approval to acquire, fabricate and install the solar and carport systems.

It shall be noted, that the contractor, Superior Construction, has express that steel prices have increased close to 40%, however Superior Construction has appreciated the working relationship they have had with the City of McFarland and has agreed not to request an add for any of the steel pricing.

The City's contract Engineer (BHT Engineering, Inc.) has completed an independent cost estimate (ICE) for this proposed CCO #4 and has determined that the materials cost increase is adequate for the work being performed. Also, BHT consulted with Caltrans Construction Oversight Engineer, who made a few comments on the CCO #4, but because no federal funds are being used in this change Caltrans will not need to approve the change.

The solar PV system will maximize the cost efficiency of the site's electric power consumption and will accommodate additional power demand from the electric vehicle charging stations at the site. Constructing a public EV station in McFarland will encourage local public agencies and businesses in the valley to purchase electric vehicles. These chargers will support existing EV owners and encourage the growth of the clean technology in the valley.

Attachments:
CCO#4
Contractor’s cost estimate
Independent cost estimate

CONTRACT CHANGE ORDER NO. 4

OWNER City of McFarland **DATE:** August 23, 2021

PROJECT EV CHARGING STATION at 100 E. Industrial St. – CML 5343 (014)

Change Requested by: ☒ Owner ☐ Contractor

TO Superior Construction Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the City.***

Perform additional work related to the PV Solar System (Bid Option 1) as shown on attached Sheet E-1 and S-1 and other applicable sheets/sections of project plans and special provisions, as directed by the Engineer, and as described hereon:

Payment Adjustment at Agreed Lump Sum Price: $176,040.00

- Bid Option 1: SOLAR SYSTEM: DESIGN-BUILT. PROVIDE COMPLETE DESIGN W/ CALCULATIONS PER 2019 CBC; FURNISH AND INSTALL SOLAR SYSTEM COMPLETE IN PLACE.

Payment Adjustment at Agreed Lump Sum Price: $5,933.58

- Increase in price for the PV solar materials. Original Bid Option 1 price for the solar design and carport was provided in December 2020. Since that time materials have substantially increased. In addition different PV panels have been specified due to the original being discontinued. This change includes a credit of $5,139.85 as part of CCO #1.

Sub-Contractor cost: Material Increase: $9,008.83 - $5,139.85 (CCO 1 Credit) = $3,868.98 x 1.15 (markup) = $4,449.33. Prime's markup = $1,484.25. Cost to City = $4,449.33 + $1,484.25 = $5,933.58.

The total cost constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

Estimated Cost: ☐ Decrease ☒ Increase **$ 181,973.58**

By reason of this order the time of completion will be adjusted as follows: **57 working days**

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE) Juan M. Pantoja, Project Engineer/Manager	DATE

APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE) Mario Gonzales, Public Works Dir.	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE

Superior Construction
4241 E. Brundage Lane
Bakersfield, CA 93307

Change Order Request

(661) 588-0552, (661) 588-0264 Fax

Owner:	Project:		
City of McFarland	**P2102-006**	Created By:	Hernandez, V
401 West Kern Avenue	EV Charging Station CML 5343 (014)	Reviewed By:	Ward. D
McFarland, Ca 93250			

Ph # PCO # 04a 8/12/21 Description: Acceptance of Alternate - Solar & Carports

Category	Reason	Reference
Change Order	User Request	

Comments: The owner has elected to accept the alternate pricing for the Solar and Carport. This is for the original alternate amount: NOTE PCO 4b will follow which include the material price increase for the solar as well as credit back the underground portion.

Change Order Type

- Customer ☑
- Internal ☐
- Back-Charge ☐
- Subcontract Only ☐

Summary: **Requested Days:** **Proposed Amount** **$ 176,040.00**

Itemized Details

Item #	Name:	Description	Quan	Unit	Unit Cost	Total Amount
1	Superior Construction	Original Alternate Price - Solar and Carport	1	LS	##########	$ 176,040.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						$ -
				SUBTOTAL		$ 176,040.00
				PROPOSED AMOUNT		**$ 176,040.00**

INTERNAL ACCOUNTING

PH	Cost Code	Amount

City of McFarland **Superior Construction**

Owner Approval	Date	Subcontractor Approval	Date	Superior Const. Approval	Date

Delivery Options

	✓	Date
Mail		
Email		
Fax		
Hand		
Other		

Change Order Request

Superior Construction
4241 E. Brundage Lane
Bakersfield, CA 93307

(661) 588-0552, (661) 588-0264 Fax

Owner:
City of McFarland
401 West Kern Avenue
McFarland, Ca 93250

Project:
P2102-006
EV Charging Station CML 5343 (014)

Created By: Hernandez, V
Reviewed By: Ward. D

Ph # PCO # 04b 8/12/21 Description: Material increase for Solar equipment

Category	Reason	Reference
Change Order	User Request	

Comments: Original Alternate price for the solar design and carports provided in December 2020. Since that time materials have substantially increased. In addition a different panel has been specified due to the original being discontinued. I have informed the City staff that I will hold firm on the steel increase, however we have been presented with an increase in price for the solar equipment. This change order will include that increase.

Delay: It will take aprox 80 days from approval to procure, fabricate and install steel and solar.

Summary: Requested Days: 80 Days Proposed Amount $ 5,933.58

Change Order Type

- Customer ☑
- Internal ☐
- Back-Charge ☐
- Subcontract Only ☐

Itemized Details

Item #	Name:	Description	Quan	Unit	Unit Cost	Total Amount
1	Bronco	Material Increase in Solar Panels & Equip,	1	LS	$ 8,422.51	$ 8,422.51
2		Material Tax	1	LS	$ 586.32	$ 586.32
3		Less Underground C/O #1				$ -
4		Material	-1	LS	$ 604.85	$ (604.85)
5		Trenching Contractor	-1	LS	$ 2,000.00	$ (2,000.00)
6		Equipment	-1	LS	$ 500.00	$ (500.00)
7		Labor	-1	LS	$ 1,900.00	$ (1,900.00)
8		Travel	-1	LS	$ 135.00	$ (135.00)
9		SUBTOTAL Bronco			$ 3,868.98	
10		Bronco O%P @ 15%	3869	$	15%	$ 580.35
11						
12						
13						
14						$ -

SUBTOTAL		$ 4,449.33
General Conditions	3 Months	$ 660.00
Supervision	0.00%	$ -
Bond / Insurance	1.50%	$118.50
GC Overhead	6.50%	$339.81
GC Profit	7.00%	$365.95
PROPOSED AMOUNT		**$ 5,933.58**

INTERNAL ACCOUNTING

PH	Cost Code	Amount

City of McFarland **Superior Construction**

Owner Approval **Date** **Subcontractor Approval** **Date** **Superior Const. Approval** **Date**

Delivery Options ✓ **Date**

Mail
Email
Fax
Hand
Other

INDEPENDENT COST ESTIMATE (ICE) - CCO #4

DATE: **8/19/21**

PROJECT: **EV CHARGING STATION At 100 E. Industrial St. - CML 5343 (014)**

The project's original scope of work included a Solar shade structure, the project was bided out with a Base Bid and a Bid Option 1, which is the solar structure. On January 14, 2021, due to budget constraints, the project was awarded to low bidder for the base bid only. At this time the City has identified additional funds and wishes to execute a contract change order # 4 to proceed with Bid Option 1.

Since bid date materials have substantially increased. In addition different PV panels have been specified due to the original being discontinued.

Estimate electrical materials cost change from bid date: December 2020 to August 2021.

Electrical Subcontractor Bid to Prime at Bid date (December 2020):	$	57,000.00
Assume 50% Electrical Materials:	$	28,500.00

Assume 50% Labor
Assume 50% Materials
Assume Labor Costs Remain Unchanged

Estimate for major electrical material components only. Prices obtained from various internet sources.

		Average Cost		**Qnty.**		**Total**
Solar Panels:	$	208.74	x	57	$	11,898.37
Fusible Safety Switch 600V w/ Nema3R	$	5,732.27	x	1	$	5,732.27
Power Distribution Panel - 480V 3PH w/Nema 3R	$	4,210.67	x	1	$	4,210.67
Inverter - 480V - 20KW	$	4,407.11	x	1	$	4,407.11
CT - Meter Enclosure	$	1,974.71	x	1	$	1,974.71
				Subtotal:	**$**	**28,223.12**
			Tax:	7.25%	$	2,046.18
				Credit from CCO #1:	$	(5,139.85)
				Sub Contractor - Subtotal:	**$**	**25,129.45**
			Sub Contractor Markup:	15%	$	3,769.42
				Sub Contractor - Total:	**$**	**28,898.87**
			Prime's Markup:	15%	$	4,334.83
			Prime's Markup for General Conditions:	15%	$	4,334.83
				Total Cost:	**$**	**37,568.52**
Total Cost to City:	**$**	**37,568.52**	**-**	**$ 28,500.00**	**$**	**9,068.52**

Calculated by: Juan M. Pantoja 8/19/21

Reviewed by: Miguel H. Pantoja 8/19/21

CITY OF MCFARLAND
MEMORANDUM

TO: THE HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: Nathan M. Hodges, City Attorney;
Kenny Williams, Interim City Manager/Chief of Police

DATE: September 13, 2021

SUBJECT: A Resolution of The City of McFarland, California, Establishing A City Council Ad Hoc Committee to Review City Ordinances and Business Development Opportunities

BACKGROUND:

The proposed Resolution is presented to Council following review of the City's Municipal Code by the City Attorney. Based on previous discussion, various issues, such as the age of certain City ordinances and unfavorable impacts on business development, a general review of City's ordinances is in order. This proposed Resolution would, if adopted, authorize the formation of an Ad Hoc Committee to review the City's current ordinances with an ultimate goal of revising said ordinances to ensure compliance with state and federal law, while also improving business development opportunities in the City.

The Proposed Committee would be tasked with a review of each City Ordinance, along with discussing the impact of the Ordinance on business development within the City. After such review, the Committee would prepare recommendations regarding each of the Committee matters for the Full City Council to discuss and potentially act on.

Due to the numerous ordinances of the City, it will be more efficient for a Committee to undertake the proposed review, as a review by the Full Council would be significantly delayed by the quorum requirement of the Brown Act.

Due to the various concerns from the public and local businesses, it is important for the City to understand all the facts underlying the City's ordinances and how they relate to business development.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Resolution establishing an Ad Hoc Committee to Review City Ordinances and Business Development Opportunities.

FINANCIAL IMPACT:

This resolution does not involve budgetary impacts.

RESOLUTION NO. 2021-0053

A RESOLUTION OF THE CITY OF MCFARLAND, CALIFORNIA, ESTABLISHING A CITY COUNCIL COMMITTEE TO REVIEW CITY ORDINANCES

WHEREAS, the City Council approved Resolution No. 2021-0019, establishing a City Council Committee Policy Governing Council Committees;

WHEREAS, the City Council wishes to establish an Ad Hoc Committee to assist the Council with a review of City Ordinances and business development opportunities related to those ordinances;

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

1. SECTION 1. Committee Established.
    a. The following Ad Hoc Committee is hereby established:
        i. City Ordinance Review Committee.

2. SECTION 2. General Powers and Duties.
    a. The Committee shall have the general power and duty to render advice and made recommendations to the City Council regarding:
        i. The Current State of City Ordinances
        ii. Updating and/or Amending/Creating New Ordinances
        iii. Business Development Opportunities based on Ordinance Creation and/or Amendment

    b. Other than requesting information be provided to assist the Committee in determining and understanding (1) the current state of the City Ordinances, (2) the advantages/disadvantages to updates/amendments/creation of City Ordinances, and (3) new business development opportunities for the City based on amendments to or creation of City's Ordinances, the Committee shall not have the power to direct City staff toward action.

    c. The Committee shall make regular oral reports to the Council, in addition to any specific reports and recommendations requested by the City Council

3. SECTION 3. Meetings. The Committee shall meet at least monthly, at times and places to be determined by the Committee and shall hold additional meetings as it deems necessary to perform it functions.

4. SECTION 4. The Mayor of the City of McFarland Shall appoint two City Council Members to serve on the Committee. Each appointee shall serve at the pleasure of the Mayor.

5. SECTION 5. The Committee shall not remain in existence for more than one calendar year after its formation unless specifically extended by resolution of the City Council.

6. SECTION 6. 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 September, 2021 by the following vote:

AYES: ____

NOES: ____

ABSTAIN: ____

ABSENT: ____

ATTEST:___________________________
Sara Drake,
Interim City Clerk

____
Sally Gonzalez, Mayor

I, ______________________________, Interim City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing 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.

THE CITY OF McFarland
TRADITION • UNITY • EXCELLENCE

LICENSE AGREEMENT CONCERNING THE VETERAN'S COMMUNITY HALL IN THE CITY OF MCRFARLAND, 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 ______________________ (hereinafter the "Non-Profit" 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 the Non-Profit a non-exclusive license to occupy a portion of the Premises, which is more particularly described as: ________________________________, which is illustrated and designated on the "Premises Map" attached to this Lease as Attachment "A", and incorporated herein by reference, subject to the terms and conditions stated herein; and

WHEREAS the City recognizes the Non-Profit's past contribution with respect to the community, including, but not limited to serving the community's youth, awarding grants, ___________, ___________, ______________, _____________;

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 ______________ and ____________________ of each month from ____(am/pm) – _____ (am/pm);

Upon conclusion of each use, Licensee shall that it shall return the Premises to the condition it was in prior to the Use. Accordingly, Licensee understands and agrees that Licensee cannot keep the Premises "setup" for its use.

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 for one year. 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. The City of McFarland understands that non-profit corporations bring significant value to the community and contribute significantly to the citizens of McFarland. Therefore, in order to allow the non-profits of the community to continue to provide benefit to the community, as consideration for the Licensee to use the Premises pursuant to the terms and conditions of this Agreement for up to 10 hours of use of the Premises per month, Licensee agrees to either (1) pay the license fee or (2) provide services to the city in lieu of payment, as promulgated in Attachment "B" to this Agreement. Should Licensee choose to pay the license fee, said fee shall be due and payable on or before the fifth day of each use month. Should Licensee choose to provide services to the City in lieu of payment, Licensee shall provide evidence on a monthly basis to the City Manager, or designee, that such services have been provided. Additionally, those persons Licensee designates to provide such service shall complete a volunteer waiver with the City prior to providing any volunteer services.

Should the non-profit contract to use the Premises for more than 10 hours per month, Licensee shall pay the Fee as designated in Attachment "B." Providing services to the City in lieu of fees shall not be permitted for any contract exceeding more than 10 hours of use per month.

Should the City determine that Licensee has utilized the Premises in excess of the time allotted based on payment or services provided, City reserves the right to immediately terminate the Agreement or require Licensee to pay additional License Fees or Provide additional services based on Attachment "B" within five days of providing the Licensee notice.

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' 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:	______________________ Address City, State, Zip Attn: ______________

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 _______ (__) and ________ (___) _______ of each month between the hours of ____am/pm and ____am/pm;

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 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, 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 require to make alterations to the exterior of the building or alterations of a structural nature.

SECTION 20

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

SECTION 21

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 22

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 a so limited.

SECTION 23

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 24

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 25

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 26

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 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.

City Initials: ______ **Licensee Initials: ______**

SECTION 28

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 COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND LICENSEE WITH RESPECT TO THE PREMISES.

[*Signature Page Follows*]

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.**

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	**(NON-PROFIT NAME)**
By:___________________________________ Sally Gonzalez, Mayor	By:___________________________________ Its: ___________________________________

ATTACHMENT "A"
("Premises Map")

ATTACHMENT “B”

Hours of Use (Per Month)	License Fee (Per Month)	Number of Hours of Service in Lieu of Fee (Per Month)
1-5	$250	5
5-10	$500	10
10-15	$750	
15-20	$1,000	
20-25	$1,250	

Services Approved by City to Offset License Fee (Insert Approved Services Below):

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-
-
-
-
-
-

ATTACHMENT NO. 1