

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

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

**June 23, 2022
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 Tafoya

ROLL CALL:

Mayor, Sally Tafoya
Mayor Pro Tem, María T. Pérez
Council Member/Board Member, Saul Ayon
Council Member/Board Member, Ricardo Cano
Council Member/ Board Member, Amador Ayon

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

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. Approval of Expense Report in the Amount of **\$315,599.30** from June 1, 2022, to June 14, 2022.
2. Approval of **June 9, 2022**, Regular Meeting Minutes.

PUBLIC HEARINGS:

3. It Is Recommended That The City Council Conduct A Public Hearing To Receive Public Input For The Consideration And Adoption Of A Resolution Recommending The City Council Of The City Of McFarland Approve The Proposed Conditional Use Permit Request From Daiana Quintanilla With Ventura Circus For A Circus At The Property Located West Of El Buen Pastor Church On Sherwood Avenue. (APN: 200-010-36-1)
 - A. Open the Public Hearing and Receive Public Testimony:
 - B. Close Pubic Hearing:
 - C. Motion to Approve **Resolution No. 2022-0052**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RECOMMENDING APPROVAL OF THE RECORDATION OF CONDITION USE PERMIT 2022-0002.

ADMINISTRATIVE AGENDA

4. Report And Discuss The Possibility Of Establishing A Fee For The Street Sweeper Services For The City Of McFarland.
5. Report, Discuss, and Possible Approval of **Resolution No. 2022-0061**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE MCFARLAND COMMUNITY GARDEN AND TRAIL.

6. Report, Discuss, And Accept The Completed Work By Superior Construction For The Electric Vehicle Charging Station At 100 E Industrial Street – CML 5343 (014) Project And Authorize The City Clerk To File The **Notice Of Completion** With The Kern County Recorder.
7. Report, Discuss, And Accept The Base Bid And Bid Option 1. And Award A Contract To A. J. Excavation Inc. In The Amount Of \$744,654.50 For The Davis Ave. And Hail Lane Reconstruction Project And Authorize The Mayor To Execute The Agreement.
8. Report, Discuss, and Possible Approval of **Resolution No. 2022-0056**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING ALLOCATION OF FUNDS FROM THE GENERAL FUND AND ENTERPRISE FUNDS FOR THE FUNDING OF THE STAND-BY PROTOCOL AND STIPEND.
9. Report, Discuss and Possible Approval of **Resolution No. 2022-0062**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.
10. Report, Discussion, and Possible Approval of **Resolution No. 2022-0063**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: FREE TRANSIT FARES –MCFARLAND TRANSIT- \$34,450.00.
11. Report, Discuss, and Possible Approval of **Resolution No. 2022-0064**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE REMOVAL OF CLAUDIA CEJA AND ASSIGNING CITY MANAGER/CHIEF OF POLICE KENNY WILLIAMS, ASSISTANT CITY MANAGER PETER COSENTINI, AND HUMAN RESOURCES DIRECTOR, MARILYN GARZA AS THE NEW AUTHORIZED ADMINISTRATORS FOR THE BANK OF AMERICA CREDIT CARD AND THE CITY'S BANK CREDIT CARDS.
12. Report, Discuss, and Possible Approval of **Resolution No. 2022-0065**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTION TO CONTINUE FISCAL YEAR 2021-2022 BUDGET APPROPRIATIONS TO FISCAL YEAR 2022-2023.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Delano Mosquito Abatement District (DMAD) – Councilmember Ricardo Cano
- b. Kern Council of Governments (KCOG)- Mayor Tafoya or Mayor Pro-Tem Pérez
- c. Kern Economic Development Corp. (KEDC) – Mayor Tafoya or Mayor Pro-Tem Pérez
- d. Kern County Association of Cities (KCAC)
- e. Poso Creek (IRWMP)- Councilmember S. Ayon
- f. Kern Local Agency Formation Commission (LAFCO) – Councilmember S. 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

None

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on **June 20, 2022.**



Francisca Alvarado, City Clerk



Peter Cosentini, Assistant City Manager



Kenneth Williams, Interim City Manager

Next Meeting: Regular City Council **July 14, 2022.**

The City Of McFarland Does Not Discriminate Based On Disability And Complies With The Provisions Of The Americans With Disabilities Act (ADA). If You Need Special Assistance To Participate In This Meeting, Please Contact The City Clerk's Office At (661) 792-3091 At Least 48 Hours Prior To The Meeting To Make Reasonable Arrangements To Ensure Accessibility To This Meeting.



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advance Flow Measure - Advance Flow Measure					
Advance Flow Measure	0004674	06/06/2022	INV 0004674 Replace Transduce..	30-500-56410-0000-1	2,986.63
Vendor Advance Flow Measure - Advance Flow Measure Total:					2,986.63
Vendor: Auto Zone - Auto Zone					
Auto Zone	6270325050	06/02/2022	INV 3270325050 Duralast Flex	20-200-57400-0000-1	39.73
Auto Zone	6270329826	06/02/2022	INV 6270329826 Brake Fluid	01-180-56600-0000-1	6.97
Auto Zone	6270342860	06/02/2022	INV 627034860 Brake Fluid Mo...	01-180-56600-0000-1	34.29
Auto Zone	6270383206	06/02/2022	INV 6270383206 WD40 LowVoc	01-180-56600-0000-1	10.75
Auto Zone	6270383207	06/02/2022	INV6270383207 WD40	32-510-56600-0000-1	7.27
Auto Zone	6270390301	06/02/2022	INV 6270390301 Duralast Gold ...	32-510-56600-0000-1	47.19
Auto Zone	6270400480	06/02/2022	INV 6270400480 Medium Funne..	01-180-56600-0000-1	51.99
Vendor Auto Zone - Auto Zone Total:					198.19
Vendor: Berchtold Equipment - Berchtold Equipment					
Berchtold Equipment	P04728	06/06/2022	INV P04728 Mower Blade Inbo...	20-200-57400-0000-1	118.58
Vendor Berchtold Equipment - Berchtold Equipment Total:					118.58
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	22-164	06/02/2022	Inv No 22-164 - VTPM 12462	01-140-56000-8477-1	2,012.50
BHT Engineering, Inc.	22-165	06/02/2022	Inv No 22-165 - VTPM 12463	01-140-56000-8478-1	1,842.50
BHT Engineering, Inc.	22-194	06/02/2022	Inv No 22-194 - Superior Station	01-140-56000-8474-1	692.50
BHT Engineering, Inc.	22-197	06/02/2022	Inv No 22-197 - Perkins Medical	01-140-56000-8476-1	1,000.00
BHT Engineering, Inc.	21-0565	06/09/2022	EV Charging Construction INV 2...	25-000-52910-8405-1	955.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					6,502.50
Vendor: B-Line - B-Line Sales Inc.					
B-Line Sales Inc.	26495	06/06/2022	INV 26495 Pump Chem Inject Pu...	32-510-57400-0000-1	1,574.54
B-Line Sales Inc.	26428	06/09/2022	INV 26428 Diaphragm. 1.8 Fitting...	32-510-57400-0000-1	140.07
Vendor B-Line - B-Line Sales Inc. Total:					1,714.61
Vendor: SHA-100-152 - Brandon Shankle					
Brandon Shankle	INV0021492	06/09/2022	Lodging (San Luis Obispo, CA)	01-150-52000-0000-1	266.48
Brandon Shankle	INV0021492	06/09/2022	Meals & Incidental Expenses	01-150-52000-0000-1	129.50
Vendor SHA-100-152 - Brandon Shankle Total:					395.98
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	BPI241807	06/06/2022	INV BPI241807 LA Chemcmrlor S...	32-510-57400-0000-1	1,411.68
Brenntag Pacific Inc.	BPI241808	06/06/2022	INV BPI241808 LA Chemclor SO...	32-510-57400-0000-1	688.14
Vendor Brenntag - Brenntag Pacific Inc. Total:					2,099.82
Vendor: DEL100 - Brianahi DeLeon					
Brianahi DeLeon	INV0021474	06/02/2022	Recording Fee Reimbursement	01-175-55800-0000-1	10.00
Vendor DEL100 - Brianahi DeLeon Total:					10.00
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	AF00147	06/06/2022	INV AF00147 Quanti-Tray 51 Col...	32-510-58200-0000-1	100.00
BSK ASSOCIATES	AF01577	06/06/2022	INV AF01577 Quanti-Tray 51 Col...	32-510-58200-0000-1	100.00
BSK ASSOCIATES	AF01578	06/06/2022	INV AF01578 Quanti-Tray 51 Col...	32-510-58200-0000-1	75.00
BSK ASSOCIATES	AF03049	06/06/2022	INV AF3049 TCP Purge & Trap ...	32-510-58200-0000-1	450.00
BSK ASSOCIATES	AF03329	06/06/2022	INV AF03329 Quanti-Tray Colifo...	32-510-58200-0000-1	100.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					825.00
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	4120749635	06/06/2022	INV 4120749635 Cintas	01-180-51800-0000-1	91.64
Cintas Corporation No.3	4120749635	06/06/2022	INV 4120749635 Cintas	30-500-51800-0000-1	78.54
Cintas Corporation No.3	4120749635	06/06/2022	INV 4120749635 Cintas	32-510-51800-0000-1	30.03
Vendor Cintas - Cintas Corporation No.3 Total:					200.21

Expense Approval Report

Payment Dates: 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: County of San Bernar - County of San Bernardino					
County of San Bernardino	EVC54545	06/09/2022	Driver Training (EVOC/PIT) Inv....	01-150-52000-0000-1	600.00
Vendor County of San Bernar - County of San Bernardino Total:					600.00
Vendor: Edison - Edison					
Edison	INV0021481	06/06/2022	700091551977 05	01-180-58100-0000-1	36.65
Edison	INV0021481	06/06/2022	700539630040 05	01-180-58100-0000-1	5,711.66
Edison	INV0021481	06/06/2022	700457158822 05	01-180-58100-0000-1	685.61
Edison	INV0021481	06/06/2022	700326486684 05	01-180-58100-0000-1	196.12
Edison	INV0021481	06/06/2022	700599695773 05	01-180-58100-0000-1	752.38
Edison	INV0021481	06/06/2022	700494850594 05	30-500-58000-0000-1	23.50
Edison	INV0021481	06/06/2022	700468456995 05	32-510-58000-0000-1	36,902.58
Vendor Edison - Edison Total:					44,308.50
Vendor: Golden Valley Orchar - Golden Valley Orchard Supply Inc.					
Golden Valley Orchard Supply I...	36725	06/09/2022	INV INV36725 HS 56 Hedgetri...	01-180-57400-0000-1	435.42
Golden Valley Orchard Supply I...	39775	06/09/2022	INV INV39775 Bow Brake HD	01-180-57400-0000-1	85.50
Vendor Golden Valley Orchar - Golden Valley Orchard Supply Inc. Total:					520.92
Vendor: Grainger - Grainger					
Grainger	9330854127	06/06/2022	ORDER NUMBER 1448907755 T...	30-500-56410-0000-1	180.39
Grainger	9329881941	06/09/2022	INV 9329881941 Sprinkler Mun...	20-200-56700-0000-1	1,336.39
Vendor Grainger - Grainger Total:					1,516.78
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	313778	06/09/2022	313778	01-115-54000-0000-1	3,041.68
Gregs Petroleum	315167	06/09/2022	315167	01-115-54000-0000-1	7,059.92
Gregs Petroleum	316633	06/09/2022	316633	01-115-54000-0000-1	3,268.55
Gregs Petroleum	317712	06/09/2022	317712	01-115-54000-0000-1	2,918.34
Gregs Petroleum	319021	06/09/2022	319021	01-115-54000-0000-1	3,092.99
Vendor Gregs Petroleum - Gregs Petroleum Total:					19,381.48
Vendor: Haaker Equipment Co. - Haaker Equipment Co.					
Haaker Equipment Co.	W71625	06/06/2022	INV W71625 Greasing	30-500-56410-0000-1	130.56
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					130.56
Vendor: Home Depot - Home Depot					
Home Depot	0156562511576	06/06/2022	Auth Code 01565602511576 Su...	20-200-57400-0000-1	218.65
Vendor Home Depot - Home Depot Total:					218.65
Vendor: Visual Edge - Image Source					
Image Source	25AR1419398	06/06/2022	INV 25AR1419398 Xerox B/W C...	01-130-54800-0000-1	732.17
Vendor Visual Edge - Image Source Total:					732.17
Vendor: Irrigation Concepts - Irrigation Concepts					
Irrigation Concepts	46274	06/09/2022	INV 46274 Munoz Park Parts Su...	20-200-57400-0000-1	17.80
Vendor Irrigation Concepts - Irrigation Concepts Total:					17.80
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	016035	06/06/2022	INV01035 OIL CHANGE HONDA ...	01-165-56600-0000-1	70.00
Jorge's Smog & Repai	016343	06/06/2022	INV 016343 Engine Oil Asst Ma...	01-110-56600-0000-1	189.78
Jorge's Smog & Repai	016663	06/09/2022	Inv. 016663 Veh Maint & Rep (...)	01-150-56600-0000-1	70.00
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					329.78
Vendor: KCTTC - KCTTC					
KCTTC	21-1133547-00-1	06/09/2022	21-1133547-00-1	32-510-53200-0000-1	391.91
Vendor KCTTC - KCTTC Total:					391.91
Vendor: Kenneth - Kenneth Williams					
Kenneth Williams	INV0021477	06/06/2022	Reimbursement - Lodgin Jessica...	01-150-52000-0000-1	2,376.72
Kenneth Williams	INV0021477	06/06/2022	Reimbursement - Camera- Crim...	01-150-52950-0000-1	965.24
Kenneth Williams	INV0021477	06/06/2022	Reimbursement - Camera Suppl...	01-150-57400-0000-1	151.19
Vendor Kenneth - Kenneth Williams Total:					3,493.15
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	103-953809	06/06/2022	INC 103-953809 Sealing Washer...	01-180-56410-0000-1	186.27
Vendor Kern Machinery - Kern Machinery Total:					186.27

Expense Approval Report

Payment Dates: 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: RON100 - Larry Ronk III					
Larry Ronk III	INV0021475	06/02/2022	Reimbursement Larry Ronk Kern..	01-175-55800-0000-1	10.00
Larry Ronk III	INV0021478	06/06/2022	Larry Ronk Reimbursement ICSC	01-160-52000-0000-1	78.38
Larry Ronk III	INV0021484	06/06/2022	REIMBURSEMENT -GAS CITY CA...	01-165-54000-0000-1	16.66
Vendor RON100 - Larry Ronk III Total:					105.04
Vendor: Liebert C. Whitmore - Liebert C. Whitmore					
Liebert C. Whitmore	1507407	06/09/2022	1507407	01-130-56100-0000-1	481.00
Liebert C. Whitmore	1507408	06/09/2022	1507408	01-130-56100-0000-1	999.00
Liebert C. Whitmore	1514217	06/09/2022	1514217	01-130-56100-0000-1	370.00
Liebert C. Whitmore	201572	06/09/2022	201572	01-130-56100-0000-1	407.00
Liebert C. Whitmore	201573	06/09/2022	201573	01-130-56100-0000-1	148.00
Liebert C. Whitmore	201574	06/09/2022	201574	01-130-56100-0000-1	561.00
Liebert C. Whitmore	202521	06/09/2022	202521	01-130-56100-0000-1	892.80
Liebert C. Whitmore	202522	06/09/2022	202522	01-130-56100-0000-1	76.00
Liebert C. Whitmore	202523	06/09/2022	202523	01-130-56100-0000-1	1,748.00
Liebert C. Whitmore	203728	06/09/2022	203728	01-130-56100-0000-1	7,492.50
Liebert C. Whitmore	204498	06/09/2022	204498	01-130-56100-0000-1	2,642.85
Liebert C. Whitmore	205988	06/09/2022	205988	01-130-56100-0000-1	76.00
Liebert C. Whitmore	205989	06/09/2022	205989	01-130-56100-0000-1	760.00
Liebert C. Whitmore	207044	06/09/2022	207044	01-130-56100-0000-1	342.00
Liebert C. Whitmore	207757	06/09/2022	207757	01-130-56100-0000-1	1,439.50
Liebert C. Whitmore	207789	06/09/2022	207789	01-130-56100-0000-1	1,064.00
Liebert C. Whitmore	209892	06/09/2022	209892	01-130-56100-0000-1	76.50
Liebert C. Whitmore	209893	06/09/2022	209893	01-130-56100-0000-1	4,931.00
Liebert C. Whitmore	212724	06/09/2022	212724	01-130-56100-0000-1	1,900.00
Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:					26,407.15
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	INV0021479	06/06/2022	Interpreter- Translator Services ...	01-105-56000-0000-1	300.00
Mario Sanchez	INV0021482	06/06/2022	04/14/2022 Agenda & Interpret...	01-105-56000-0000-1	300.00
Mario Sanchez	INV0021488	06/06/2022	May 31 2022 Interpreting Servi...	01-105-56000-0000-1	300.00
Vendor Mario Sanchez - Mario Sanchez Total:					900.00
Vendor: Mark Thomas & Compan - Mark Thomas & Company, Inc.					
Mark Thomas & Company, Inc.	43068	06/02/2022	Inv No. 43068 - LSRP	26-110-53100-8530-1	8,346.50
Mark Thomas & Company, Inc.	43736	06/06/2022	Inv No. 43736 - LSRP final	26-110-53100-8530-1	5,879.58
Vendor Mark Thomas & Compan - Mark Thomas & Company, Inc. Total:					14,226.08
Vendor: Car Wash Partners In - Mister Car Wash					
Mister Car Wash	73972	06/09/2022	Inv 73972-Fleet Car Wash PD (5...	01-150-52200-0000-1	480.00
Vendor Car Wash Partners In - Mister Car Wash Total:					480.00
Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.					
Nutrien Ag Solutions, Inc.	48406779	06/09/2022	INV 48406779 Roundup Power...	01-180-57400-0000-1	664.44
Nutrien Ag Solutions, Inc.	48406779	06/09/2022	INV 48406779 Roundup Power...	20-200-57400-0000-1	684.57
Nutrien Ag Solutions, Inc.	48406779	06/09/2022	INV 48406779 Roundup Power...	32-510-57400-0000-1	664.44
Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:					2,013.45
Vendor: Office Depot - Office Depot					
Office Depot	240371871001	06/09/2022	Inv. 240371871001 Office Suppl...	01-150-57200-0000-1	93.15
Office Depot	240765422001	06/09/2022	INV 240765422001 Hewlett 23...	01-180-57200-0000-1	10.80
Office Depot	240765422001	06/09/2022	INV 240765422001 Hewlett 23...	30-500-57200-0000-1	10.80
Office Depot	240765422001	06/09/2022	INV 240765422001 Hewlett 23...	32-510-57200-0000-1	11.12
Office Depot	240822878001	06/09/2022	INV 240822878001Hewlett 472...	01-180-57200-0000-1	20.84
Office Depot	240822878001	06/09/2022	INV 240822878001Hewlett 472...	30-500-57200-0000-1	21.47
Office Depot	240822878001	06/09/2022	INV 240822878001Hewlett 472...	32-510-57200-0000-1	20.84
Office Depot	241395258001	06/09/2022	Order# 241395258011	01-160-57200-0000-1	65.67
Office Depot	243447310001	06/09/2022	Inv. 243447310001 Hardware	01-150-52930-0000-1	15.11
Office Depot	243447310001	06/09/2022	Inv. 243447310001 Office Suppl...	01-150-57200-0000-1	34.51
Office Depot	243448264001	06/09/2022	Inv. 243448264001 Office Suppl...	01-150-57200-0000-1	7.39
Vendor Office Depot - Office Depot Total:					311.70

Expense Approval Report

Payment Dates: 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: PG&E CFM/PPC - PG&E CFM/PPC					
PG&E CFM/PPC	122361543	06/09/2022	PGE Street Lighting- 2nd St- Har...	25-000-52960-8290-1	5,214.60
Vendor PG&E CFM/PPC - PG&E CFM/PPC Total:					5,214.60
Vendor: PG&E COMPANY - PG&E COMPANY					
PG&E COMPANY	INV0021493	06/09/2022	4022268837-2	01-180-58000-0000-1	224.00
PG&E COMPANY	INV0021493	06/09/2022	9777659623-7	01-180-58000-0000-1	30.55
PG&E COMPANY	INV0021493	06/09/2022	2514556883-5	01-180-58000-0000-1	32.20
PG&E COMPANY	INV0021493	06/09/2022	0664171738-1	01-180-58000-0000-1	67.71
PG&E COMPANY	INV0021493	06/09/2022	0891499733-6	01-180-58000-0000-1	141.94
PG&E COMPANY	INV0021493	06/09/2022	4453174177-3	01-180-58000-0000-1	1,823.89
PG&E COMPANY	INV0021493	06/09/2022	7576987527-1	01-180-58000-0000-1	410.54
PG&E COMPANY	INV0021493	06/09/2022	1601672325-2	01-180-58100-0000-1	970.19
PG&E COMPANY	INV0021493	06/09/2022	2012021553-6	01-180-58100-0000-1	3,306.49
PG&E COMPANY	INV0021493	06/09/2022	5629608181-5	01-180-58100-0000-1	97.62
PG&E COMPANY	INV0021493	06/09/2022	7663752590-8	01-180-58100-0000-1	95.46
PG&E COMPANY	INV0021493	06/09/2022	4483764300-4	01-180-58100-0000-1	193.86
PG&E COMPANY	INV0021493	06/09/2022	5568620890-5	01-180-58100-0000-1	36.43
PG&E COMPANY	INV0021493	06/09/2022	3877090180-9	01-180-58100-0000-1	1,544.51
PG&E COMPANY	INV0021493	06/09/2022	0741726506-8	01-180-58100-0000-1	1,864.32
PG&E COMPANY	INV0021493	06/09/2022	4191871709-5	01-185-58000-0000-1	2,760.90
PG&E COMPANY	INV0021493	06/09/2022	5794429226-7	20-200-58100-0000-1	408.15
PG&E COMPANY	INV0021493	06/09/2022	0309941756-4	20-200-58100-0000-1	378.80
PG&E COMPANY	INV0021493	06/09/2022	3047362805-2	20-200-58100-0000-1	104.88
PG&E COMPANY	INV0021493	06/09/2022	0979037755-1	20-200-58100-0000-1	73.01
PG&E COMPANY	INV0021493	06/09/2022	7336692458-2	20-200-58100-0000-1	5,110.52
PG&E COMPANY	INV0021493	06/09/2022	6372122228-7	20-200-58100-0000-1	2,474.78
PG&E COMPANY	INV0021493	06/09/2022	9048125100-8	30-500-58000-0000-1	539.63
PG&E COMPANY	INV0021493	06/09/2022	5842445837-8	30-500-58000-0000-1	924.00
PG&E COMPANY	INV0021493	06/09/2022	0382494192-0	32-510-58000-0000-1	20.04
PG&E COMPANY	INV0021493	06/09/2022	7699604118-2	32-510-58000-0000-1	4,165.20
PG&E COMPANY	INV0021493	06/09/2022	0425382282-1	32-510-58000-0000-1	370.83
PG&E COMPANY	INV0021493	06/09/2022	0843084856-7	32-510-58000-0000-1	364.10
PG&E COMPANY	INV0021493	06/09/2022	7305081533-8	32-510-58000-0000-1	272.94
PG&E COMPANY	INV0021493	06/09/2022	2687153110-4	32-510-58000-0000-1	19,019.14
Vendor PG&E COMPANY - PG&E COMPANY Total:					47,826.63
Vendor: Phoenix Group - Phoenix Group					
Phoenix Group	032022202	06/10/2022	Citation Processing Services - # ...	01-150-52200-0000-1	363.50
Vendor Phoenix Group - Phoenix Group Total:					363.50
Vendor: R&F Disposal - R&F Disposal					
R&F Disposal	INV0021485	06/06/2022	May 2022 RF Disposal Recycling...	31-505-52500-0000-1	11,354.34
R&F Disposal	INV0021486	06/06/2022	May 2022 RF Disposal Garbage ...	01-100-41300-0000-1	-4,118.45
R&F Disposal	INV0021486	06/06/2022	May 2022 RF Disposal Garbage ...	31-505-42340-0000-1	-2,166.75
R&F Disposal	INV0021486	06/06/2022	May 2022 RF Disposal Garbage ...	31-505-52400-0000-1	82,368.86
R&F Disposal	INV0021487	06/06/2022	May 2022 R&F Disposal Organic...	31-505-52400-0000-1	2,126.04
R&F Disposal	032205	06/09/2022	INV032205 3YD AT KENNELS- ...	01-155-58050-0000-1	143.56
Vendor R&F Disposal - R&F Disposal Total:					89,707.60
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	83490	06/09/2022	Inv. 83490 - 6 Awards for Marat...	01-24600-8207-1	488.27
Vendor Raymond's Trophy - Raymond's Trophy Total:					488.27
Vendor: Ayo100 - Saul Ayon					
Saul Ayon	INV0021480	06/06/2022	Reimbursement for S. Ayon ICSC...	01-105-52000-0000-1	445.71
Saul Ayon	INV0021483	06/06/2022	Rezone application refund - 109...	01-140-56000-0000-1	5,200.00
Vendor Ayo100 - Saul Ayon Total:					5,645.71
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	51322	06/06/2022	INV 51322 Monthly Radio Dispa...	01-180-57800-0000-1	70.00
SC SITES Services	51322	06/06/2022	INV 51322 Monthly Radio Dispa...	32-510-57800-0000-1	70.00
SC SITES Services	51322	06/06/2022	INV 51322 Monthly Radio Dispa...	34-520-57800-0000-1	70.00
SC SITES Services	51345	06/06/2022	INV 51345 Monthly Radio Dispa...	01-180-57800-0000-1	70.00

Expense Approval Report

Payment Dates: 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SC SITES Services	51345	06/06/2022	INV 51345 Monthly Radio Dispa...	32-510-57800-0000-1	70.00
SC SITES Services	51345	06/06/2022	INV 51345 Monthly Radio Dispa...	34-520-57800-0000-1	70.00
Vendor SC SITES Services - SC SITES Services Total:					420.00
Vendor: SMG Painting - SMG Painting					
SMG Painting	401-M	06/02/2022	INV 401-M REPAINT DOORS AT ...	01-185-56400-0000-1	12,900.00
Vendor SMG Painting - SMG Painting Total:					12,900.00
Vendor: SpeakWrite - SpeakWrite					
SpeakWrite	33de14a6	06/09/2022	Inv. 33de14a6 - Transcription Se...	01-150-56000-0000-1	356.69
Vendor SpeakWrite - SpeakWrite Total:					356.69
Vendor: SWRCB - SWRCB					
SWRCB	INV0021490	06/09/2022	SWRCB Application Fee Commu...	25-000-52960-8425-1	704.00
Vendor SWRCB - SWRCB Total:					704.00
Vendor: THE BANCORP - THE BANCORP BANK					
THE BANCORP BANK	550842	06/09/2022	Inv. 550842 June-2022 Lease P...	01-150-58900-0000-1	7,227.09
Vendor THE BANCORP - THE BANCORP BANK Total:					7,227.09
Vendor: TGLX, Inc - Truck Gear by Line-X of Delano					
Truck Gear by Line-X of Delano	482	06/09/2022	INV 482 Meyer Part TrailFX	32-510-56600-0000-1	494.63
Vendor TGLX, Inc - Truck Gear by Line-X of Delano Total:					494.63
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	3475698	06/09/2022	Inv 3475698 Contract Services (...)	01-150-52200-0000-1	181.56
Ultrex Business	3494485	06/09/2022	Inv 3494485 Contract Services ...	01-150-52200-0000-1	159.55
Ultrex Business	3509293	06/09/2022	Inv 3509293 Contract Services (...)	01-150-52200-0000-1	285.93
Vendor Ultrex Business - Ultrex Business Total:					627.04
Vendor: USA Blue Book - USA Blue Book					
USA Blue Book	956488	06/06/2022	INV 956488 Electrode Disposab...	30-500-57400-0000-1	846.46
Vendor USA Blue Book - USA Blue Book Total:					846.46
Vendor: Vision Service Plan- - Vision Service Plan-					
Vision Service Plan-	814686837	06/09/2022	814686837	01-105-50550-0000-1	24.45
Vision Service Plan-	814686837	06/09/2022	814686837	01-110-50550-0000-1	1.60
Vision Service Plan-	814686837	06/09/2022	814686837	01-115-50550-0000-1	9.83
Vision Service Plan-	814686837	06/09/2022	814686837	01-140-50550-0000-1	16.16
Vision Service Plan-	814686837	06/09/2022	814686837	01-150-50550-0000-1	327.64
Vision Service Plan-	814686837	06/09/2022	814686837	01-155-50550-0000-1	29.15
Vision Service Plan-	814686837	06/09/2022	814686837	01-160-50550-0000-1	5.83
Vision Service Plan-	814686837	06/09/2022	814686837	01-165-50550-0000-1	32.94
Vision Service Plan-	814686837	06/09/2022	814686837	01-175-50550-0000-1	34.98
Vision Service Plan-	814686837	06/09/2022	814686837	01-180-50550-0000-1	99.05
Vision Service Plan-	814686837	06/09/2022	814686837	20-200-50550-0000-1	18.96
Vision Service Plan-	814686837	06/09/2022	814686837	30-500-50550-0000-1	100.67
Vision Service Plan-	814686837	06/09/2022	814686837	31-505-50550-0000-1	21.88
Vision Service Plan-	814686837	06/09/2022	814686837	32-510-50550-0000-1	106.31
Vision Service Plan-	814686837	06/09/2022	814686837	34-520-50550-0000-1	29.15
Vision Service Plan-	814992965	06/09/2022	814992965	01-105-50550-0000-1	33.20
Vision Service Plan-	814992965	06/09/2022	814992965	01-110-50550-0000-1	4.52
Vision Service Plan-	814992965	06/09/2022	814992965	01-115-50550-0000-1	9.83
Vision Service Plan-	814992965	06/09/2022	814992965	01-140-50550-0000-1	16.16
Vision Service Plan-	814992965	06/09/2022	814992965	01-150-50550-0000-1	306.98
Vision Service Plan-	814992965	06/09/2022	814992965	01-155-50550-0000-1	71.65
Vision Service Plan-	814992965	06/09/2022	814992965	01-160-50550-0000-1	5.83
Vision Service Plan-	814992965	06/09/2022	814992965	01-165-50550-0000-1	43.57
Vision Service Plan-	814992965	06/09/2022	814992965	01-175-50550-0000-1	34.98
Vision Service Plan-	814992965	06/09/2022	814992965	01-180-50550-0000-1	99.05
Vision Service Plan-	814992965	06/09/2022	814992965	20-200-50550-0000-1	18.95
Vision Service Plan-	814992965	06/09/2022	814992965	30-500-50550-0000-1	126.18
Vision Service Plan-	814992965	06/09/2022	814992965	31-505-50550-0000-1	31.52
Vision Service Plan-	814992965	06/09/2022	814992965	32-510-50550-0000-1	131.45
Vision Service Plan-	814992965	06/09/2022	814992965	34-520-50550-0000-1	29.15
Vision Service Plan-	815193390	06/09/2022	815193390	01-105-50550-0000-1	33.20

Expense Approval Report

Payment Dates: 6/1/2022 - 6/14/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vision Service Plan-	815193390	06/09/2022	815193390	01-110-50550-0000-1	4.52
Vision Service Plan-	815193390	06/09/2022	815193390	01-115-50550-0000-1	9.83
Vision Service Plan-	815193390	06/09/2022	815193390	01-140-50550-0000-1	16.16
Vision Service Plan-	815193390	06/09/2022	815193390	01-150-50550-0000-1	408.82
Vision Service Plan-	815193390	06/09/2022	815193390	01-155-50550-0000-1	76.37
Vision Service Plan-	815193390	06/09/2022	815193390	01-160-50550-0000-1	5.83
Vision Service Plan-	815193390	06/09/2022	815193390	01-165-50550-0000-1	44.75
Vision Service Plan-	815193390	06/09/2022	815193390	01-175-50550-0000-1	34.98
Vision Service Plan-	815193390	06/09/2022	815193390	01-180-50550-0000-1	99.05
Vision Service Plan-	815193390	06/09/2022	815193390	20-200-50550-0000-1	18.95
Vision Service Plan-	815193390	06/09/2022	815193390	30-500-50550-0000-1	114.82
Vision Service Plan-	815193390	06/09/2022	815193390	31-505-50550-0000-1	26.70
Vision Service Plan-	815193390	06/09/2022	815193390	32-510-50550-0000-1	126.23
Vision Service Plan-	815193390	06/09/2022	815193390	34-520-50550-0000-1	29.15
Vendor Vision Service Plan- - Vision Service Plan- Total:					2,870.98
Vendor: WILLDAN - WILLDAN					
WILLDAN	INV0021476	06/02/2022	INV 010-49490 CFD Admin FY 2...	01-130-56000-0000-1	7,644.85
Vendor WILLDAN - WILLDAN Total:					7,644.85
Vendor: Witcher Electric - Witcher Electric					
Witcher Electric	38269AA	06/06/2022	INV 38269AA Garzzoli Well	32-510-56400-0000-1	938.34
Vendor Witcher Electric - Witcher Electric Total:					938.34
Grand Total:					315,599.30

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	114,539.19
20 - LIGHTING & LANDSCAPING-DISTRICT 1	11,022.72
25 - CAPITAL IMPROVEMENTS PROJECTS	6,873.60
26 - MISCELLANEOUS GRANTS	14,226.08
30 - SEWER	6,083.65
31 - REFUSE/RECYCLING	93,762.59
32 - WATER	68,864.02
34 - PUBLIC TRANSPORTATION	227.45
Grand Total:	315,599.30

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-4,118.45
01-105-50550-0000-1	Dental/Vision Premiums	90.85
01-105-52000-0000-1	Conferences/Meetings/Tr...	445.71
01-105-56000-0000-1	Professional Services - Ot...	900.00
01-110-50550-0000-1	Dental/Vision Premiums	10.64
01-110-56600-0000-1	Repairs & Maintenance - ...	189.78
01-115-50550-0000-1	Dental/Vision Premiums	29.49
01-115-54000-0000-1	Fuel	19,381.48
01-130-54800-0000-1	Maintenance Agreements	732.17
01-130-56000-0000-1	Professional Services - Ot...	7,644.85
01-130-56100-0000-1	Legal Services	26,407.15
01-140-50550-0000-1	Dental/Vision Premiums	48.48
01-140-56000-0000-1	Professional Services - Ot...	5,200.00
01-140-56000-8474-1	Professional Services - Su...	692.50
01-140-56000-8476-1	Professional Services - Per...	1,000.00
01-140-56000-8477-1	Professional Services - Par...	2,012.50
01-140-56000-8478-1	Professional Services - Par...	1,842.50
01-150-50550-0000-1	Dental/Vision Premiums	1,043.44
01-150-52000-0000-1	Conferences/Meetings/Tr...	3,372.70
01-150-52200-0000-1	Contract Services	1,470.54
01-150-52930-0000-1	Computer Hardware/Soft...	15.11
01-150-52950-0000-1	Equip-Other (Capital)	965.24
01-150-56000-0000-1	Professional Services - Ot...	356.69
01-150-56600-0000-1	Repairs & Maintenance - ...	70.00
01-150-57200-0000-1	Supplies - Office	135.05
01-150-57400-0000-1	Supplies - Operating	151.19
01-150-58900-0000-1	Debt Principal	7,227.09
01-155-50550-0000-1	Dental/Vision Premiums	177.17
01-155-58050-0000-1	Utilities Other	143.56
01-160-50550-0000-1	Dental/Vision Premiums	17.49
01-160-52000-0000-1	Conferences/Meetings/Tr...	78.38
01-160-57200-0000-1	Supplies - Office	65.67
01-165-50550-0000-1	Dental/Vision Premiums	121.26
01-165-54000-0000-1	Fuel	16.66
01-165-56600-0000-1	Repairs & Maintenance - ...	70.00
01-175-50550-0000-1	Dental/Vision Premiums	104.94
01-175-55800-0000-1	Printing & Legal Notices	20.00
01-180-50550-0000-1	Dental/Vision Premiums	297.15
01-180-51800-0000-1	Clothing Allowance	91.64
01-180-56410-0000-1	Repairs & Maintenance E...	186.27
01-180-56600-0000-1	Repairs/Maintenance - V...	104.00
01-180-57200-0000-1	Supplies - Office	31.64
01-180-57400-0000-1	Supplies - Operating	1,185.36
01-180-57800-0000-1	Telephone & Communicat...	140.00
01-180-58000-0000-1	Utilities	2,730.83

Account Summary

Account Number	Account Name	Payment Amount
01-180-58100-0000-1	Street Lighting	15,491.30
01-185-56400-0000-1	Repairs & Maint - Build & ...	12,900.00
01-185-58000-0000-1	Utilities	2,760.90
01-24600-8207-1	Deferred Revenue - McFar..	488.27
20-200-50550-0000-1	Dental/Vision Premiums	56.86
20-200-56700-0000-1	Repairs & Maintenance - ...	1,336.39
20-200-57400-0000-1	Supplies - Operating	1,079.33
20-200-58100-0000-1	Street Lighting	8,550.14
25-000-52910-8405-1	Buildings & Improvements..	955.00
25-000-52960-8290-1	RSTP/HIP West Side - Harl...	5,214.60
25-000-52960-8425-1	Streets & Roads Capital	704.00
26-110-53100-8530-1	Grant Expenditures LSRP	14,226.08
30-500-50550-0000-1	Dental/Vision Premiums	341.67
30-500-51800-0000-1	Clothing Allowance	78.54
30-500-56410-0000-1	Repairs & Maintenance E...	3,297.58
30-500-57200-0000-1	Supplies - Office	32.27
30-500-57400-0000-1	Supplies - Operating	846.46
30-500-58000-0000-1	Utilities	1,487.13
31-505-42340-0000-1	Administration Fee	-2,166.75
31-505-50550-0000-1	Dental/Vision Premiums	80.10
31-505-52400-0000-1	Contract Services - Refuse...	84,494.90
31-505-52500-0000-1	Contract Services - Recycl...	11,354.34
32-510-50550-0000-1	Dental/Vision Premiums	363.99
32-510-51800-0000-1	Clothing Allowance	30.03
32-510-53200-0000-1	Dues & Subscriptions	391.91
32-510-56400-0000-1	Repairs & Maint - Build & ...	938.34
32-510-56600-0000-1	Repairs & Maintenance - ...	549.09
32-510-57200-0000-1	Supplies - Office	31.96
32-510-57400-0000-1	Supplies - Operating	4,478.87
32-510-57800-0000-1	Telephone & Communicat...	140.00
32-510-58000-0000-1	Utilities	61,114.83
32-510-58200-0000-1	Water/Soil/Other Analysis	825.00
34-520-50550-0000-1	Dental/Vision Premiums	87.45
34-520-57800-0000-1	Telephone & Communicat...	140.00
Grand Total:		315,599.30

Project Account Summary

Project Account Key	Payment Amount
None	315,599.30
Grand Total:	315,599.30

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
JUNE 9, 2022

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Mayor Pro-Tem Pérez, Councilmember S. Ayon, Councilmember Cano (via zoom), S. Tafoya (Mayor)

Councilmembers Absent: Councilmember A. Ayon

OFFICIALS PRESENT

Chief of Police/City Manager Williams, Assistant City Manager Cosentini, Human Resources Director Garza, Interim City Attorney Hodges, Accounting Supervisor Lara, City Clerk Alvarado

Officials Absent: Interim Community Development Director L. Ronk III.

INVOCATION

Mayor Pro-Tem Pérez

PLEDGE OF ALLEGIANCE

Councilmember S. Ayon

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

PUBLIC COMMENTS

1. Octavio Gonzalez – Item # 5 & other comments.
2. Daniel Sanchez- 512 10th Street- Not Agenda Related
3. Annika Fernandez- 11103 Efada Dr. Bakersfield, Ca – Kern County Library
4. Phil Corr- 117 5th Street- Library

Public comment closed at 6:14 p.m.

CONSENT AGENDA

1. Motion was made by Councilmember S. Ayon to approve Expense Report of **\$418,626.73** from May 17, 2022 to May 31, 2022; 2nd by Mayor Pro-Tem Pérez.
Vote: 4/0
Ayes: S. Ayon, Pérez, Cano, Tafoya (Mayor)

Nays: None

Absent: A. Ayon

Abstentions: None

2. Motion was made by Councilmember S. Ayon to Approve the Payroll Report in the Amount of \$233,078.31; 2nd by: Mayor Pro-Tem Pérez.

Vote: 4/0

Ayes: Cano, S. Ayon, Pérez, Tafoya (Mayor)

Nays: None

Absent: A. Ayon

Abstentions: None

3. Motion was made by Councilmember S. Ayon to Approve the *May 31, 2022*, Special Meeting Minutes 2nd by: Mayor Pro-Tem Pérez.

Vote: 4/0

Ayes: S. Ayon, Cano, Pérez, Tafoya (Mayor)

Nays: None

Absent: A. Ayon

Abstentions: None

PUBLIC HEARINGS:

None

ADMINISTRATIVE AGENDA

4. Motion was made by: Councilmember S. Ayon to approve *Resolution No. 2022-0053*, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A BUDGET INCREASE FOR THE COMMUNITY DEVELOPMENT DIRECTORS CONTRACT; 2nd by: Councilmember Cano.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

5. Motion was made by: Councilmember S. Ayon to approve Employment Agreement with Larry Ronk III for Community Development Director; 2nd by: Mayor Pro Tem Pérez.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

6. Motion was made by: Mayor Pro Tem Pérez to approve a Building Inspector Stipend for Community Development Director Ronk; 2nd by: Councilmember S. Ayon.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

7. Motion was made by: Councilmember S. Ayon to approve ***Resolution No. 2022-0055***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS TO THE CODE ENFORCEMENT DEPARTMENT FROM THE GENERAL FUND FOR TRAINING AND TRAVEL; 2nd by: Councilmember Cano.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

8. Report, Discuss, and Possible Approval of ***Resolution No. 2022-0057***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM ARPA FOR THE PAVEMENT MANAGEMENT SERVICES PROPOSAL FOR STREETS.

*This item was moved to be the first item under administrative agenda. Item was scheduled to come back to council pending in person presentation by Pavement Management Group scheduled for July 14, 2022.

9. Motion was made by: Councilmember S. Ayon to approve ***Resolution No. 2022-0058***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING ITS INTENTION TO ANNEX TERRITORY (ANNEXATION NO. 3) TO COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES), ESTABLISHING A DATE FOR THE PUBLIC HEARING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN; 2nd by: Mayor Pro Tem Pérez.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

10. Motion was made by: Councilmember S. Ayon to approve ***Resolution No. 2022-0059***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING ITS INTENTION TO ANNEX TERRITORY (ANNEXATION NO. 3) TO COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE), ESTABLISHING A DATE FOR THE PUBLIC HEARING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN; 2nd by: Councilmember Cano.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye

Mayor Pro Tem Maria T. Pérez- Aye

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Absent

11. Motion was made by: Mayor Pro Tem Pérez to approve ***Resolution No. 2022-0060***, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND DECLARING ITS INTENTION TO ANNEX TERRITORY (ANNEXATION NO. 2) TO COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES), ESTABLISHING A DATE FOR THE PUBLIC HEARING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN; 2nd by: Councilmember S. Ayon.

Vote: 4/0- by roll call vote

Mayor Sally Tafoya- Aye
Mayor Pro Tem Maria T. Pérez- Aye
Councilmember Saul Ayon- Aye
Councilmember Ricardo Cano- Aye
Councilmember Amador Ayon- Absent

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a.** Delano Mosquito Abatement District (DMAD) – Ricardo Cano
- b.** Kern Council of Governments (KCOG)- Mayor Tafoya or Mayor Pro-Tem Pérez
- c.** Kern Economic Development Corp. (KEDC) – Mayor Tafoya or Mayor Pro-Tem Pérez
- d.** Kern County Association of Cities (KCAC)
- e.** Poso Creek (IRWMP)- Councilmember S. Ayon
- f.** Kern Local Agency Formation Commission (LAFCO) – Councilmember S. Ayon

COUNCIL STATEMENTS AND REPORTS

ADJOURNMENT

Meeting adjourned at 7:00 p.m.

Francisca Alvarado, City Clerk

MEMORANDUM CITY OF MCFARLAND

TO: Honorable Mayor and City Council

FROM: Larry A Ronk III, Interim Community Development Director
Brianahi De Leon, City Planner

DATE: June 23, 2022

SUBJECT: Report, discussion, and Possible Adoption of a Resolution No. 2022-0052 to approve Conditional Use Permit 2022-0002.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-0052 **APPROVING** the recordation of Conditional Use 2022-0002.

PROJECT DESCRIPTION:

The temporary Conditional Use 2022-0002 is to allow for Ventura Circus to host a circus on a vacant lot on Sherwood Avenue. The property is currently vacant land and will return to vacant land after the circus timeframe. The Assessor's Parcel Number (APN) is 200-010-36-1.

BACKGROUND:

The proposed temporary Conditional Use Permit is for Ventura Circus. The project site is located West of El Buen Pastor Church on Sherwood Avenue. A letter was obtained from property owner, El Buen Pastor, giving Daiana Quintanilla permission to host circus on the property. The property is designated as R-4 residential. Per ordinance 17.152.020, a circus or carnival is permitted in any zone upon the granting of a Conditional Use Permit. The project is currently a vacant lot and will return to a vacant lot after event. The Conditional Use Permit will only be good for the use of Thursday August 4th, 2022 through Monday August 8, 2022. The hours of operation will be 2pm to 9:30pm. The expected number of attendees is 400 per day.

Environmental DETERMINATION:

The proposed Site Plan is categorically exempt from the requirements of the California Environmental Quality Act subject to Section 15304. This project meets all of these conditions.

Section 15304 therefore it is categorically exempt in the Minor Alterations to the Land which states "Class 4 Section 15304 (e) of the CEQA Guidelines allows for minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, etc."

ACTION

The staff recommends consideration & adoption of Resolution No. 2022-0052 approving the proposed Conditional Use Permit request.

ATTACHMENTS

Attachment 1 – Resolution

RESOLUTION NO. 2022-0052
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RECOMMENDING
APPROVAL OF THE RECORDATION OF CONDITIONAL USE PERMIT 2022-0002.

WHEREAS, Daiana Quintanilla has filed an application for Conditional Use Permit to operate a proposed circus.; and

WHEREAS, the project location is generally located West of El Buen Pastor Church on Sherwood Avenue and West of the railroad and hwy-99 referenced in exhibit B; and

WHEREAS, the project site is located on Assessor's Parcel Number 200-010-36-1; and

WHEREAS, letter was obtained from property owner, El Buen Pastor, giving Daiana Quintanilla permission to host circus on the property; and

WHEREAS, it has been determined that Conditional Use Permit 2022-0002 is exempt from the California Environmental Quality Act (CEQA) per Section 15304(e) the Minor Alterations to the Land; and

WHEREAS, the City Council, through its clerk, did set Thursday, June 23, 2022, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for approval of the recordation of Resolution No. 2022-0052 and Conditional Use Permit 2022-0002; and

WHEREAS, the City Council considered all written and oral testimony on Conditional Use permit 2022-0002; and

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

- 1) The foregoing recitals are true and correct.
- 2) The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304(e) the Minor Alterations to the Land.
 - a. The Conditional Use Permit granted shall be subject to conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the subject property is located.
 - b. The granting of the Conditional Use Permit will not be detrimental to the public health, safety, convenience, and welfare or injurious to property improvements in the vicinity where the property is located.
 - c. The Conditional Use Permit does not allow a use or activity which is not expressly authorized by the regulations governing the subject parcel. The proposed Ventura Circus is allowed if granted along with a business license and Conditional Use Permit.
- 3) Conditional Use Permit 2022-0002 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density, and intensity standards of the General Plan Residential land use designation.
- 4) Conditional Use Permit 2022-0002 is hereby approved, subject to the conditions in exhibit C.
- 5) Conditional Use Permit 2022-0002 will not be detrimental to the health, safety and welfare of the

citizens of McFarland.

- 6) Any decision by the Planning Commission shall be final unless within fifteen (15) days of the date of the decision unless the applicant or any other person appeals the Planning Commission decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of the City of McFarland at a special meeting held on Thursday, June 23, 2022 moved by _____ and seconded by _____ duly adopted and passed by the following

Vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MCFARLAND.

Attest:

Approved:

Francisca Alvarado, City Clerk

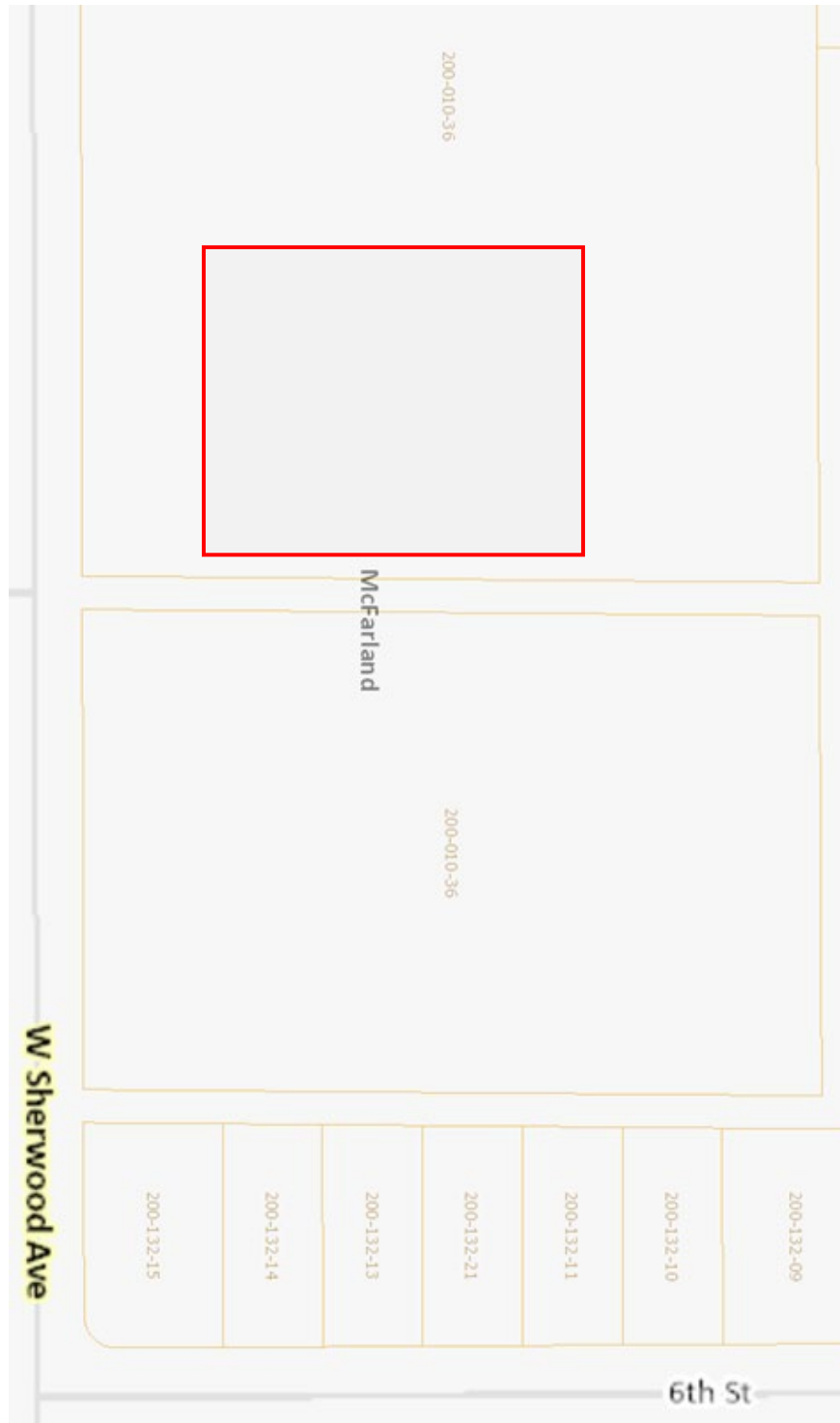
Sally Tafoya, Mayor

Exhibits:

- A. Vicinity Map
- B. Aerial Photograph
- C. Conditions of Approval

ATTACHMENT A

Vicinity Map



ATTACHMENT B

Aerial photograph



ATTACHMENT C

Conditions of approval

PART A – PROJECT INFORMATION

1. Assessor's Parcel Number 200-010-36-1

2. Job Address: Sherwood Avenue
3. Existing General Plan: R-4, Residential

4. Existing Zoning: R-4 / Church

5. Project Description: Allow for the operation of Ventura Circus at the property located above.

PART B – CONDITIONS OF APPROVAL

The conditions of approval are based on adopted City plans and policies, those 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 for development that are not essential to the health, safety and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

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) No uses of land, buildings, or structures other than those specifically approved pursuant to this special permit or previously approved permits shall be submitted.

- 2) Prior to the start of operation, the applicant shall provide the City of McFarland with an approved Kern County Health Permit.
- 3) Any proposed changes to the operation of the proposed business shall require review by the City of McFarland Planning Commission.
- 4) Circus shall be required to have trash cans throughout the site.
- 5) The project is currently a vacant lot and will return to a vacant lot after event.
- 6) Th circus shall have business hours from 2pm to 9:30 pm.
- 7) The circus shall commence operations no sooner than Thursday August 4th, 2022 and shall cease operations through Monday August 8th, 2022.
- 8) The Circus will use August 3rd, 2022 for set up and August 9th, 2022 for take down.
- 9) The expected number of attendees is 400.
- 10) A public restroom shall be provided to the employees of the Circus.
- 11) Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises.
- 12) Use shall not create or cause vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.
- 13) No business license shall be issued until a conditional use permit is obtained, pursuant to the municipal code.
- 14) Business license is required upon permit approval.

15) A conditional use permit is not transferable.

16) If the Circus is to be conducted on rental property, the property owner's written authorization for the proposed use shall be obtained prior to the submittal of the Conditional Use Permit.

17) Parking for event shall not cause traffic congestion along Sherwood Avenue.

18) Traffic control will be enforced to ensure traffic flow is consistent.

NOTICE OF PUBLIC HEARING

Conditional Use Permit for APN: 200-010-36-1 at City Council Chambers (103 Sherwood Ave, McFarland)

Notice is hereby given that the Planning Commission of the City of McFarland will conduct a public hearing, at which time you may be heard to consider the following:

- Consideration and Adoption of a Resolution Recommending the City Council of the City of McFarland Approve the proposed Conditional Use Permit request for Ventura Circus for property located West of El Buen Pastor Church on Sherwood Avenue. (APN: 200-010-36-1). Applicant Daiana Quintanilla.

Regular McFarland Planning Commission Public Hearing Information

Date: June 21, 2022

Time: 6:00 PM

Place: City of McFarland Council Chambers, 103 W. Sherwood Avenue, McFarland, CA 93250

Join on-line: Facebook Webpage at:

<https://www.facebook.com/cityofmcfarland/>

Notice is further given that the City Council of the City of McFarland, California, will conduct a public hearing, at which time you may be heard to consider the following:

- Consideration and Adoption of a resolution of the City Council of the City of McFarland Approving a proposed Conditional Use Permit request for Ventura Circus for property located West of El Buen Pastor Church on Sherwood Avenue. (APN: 200-010-36-1). Applicant Daiana Quintanilla.

Regular McFarland City Council Public Hearing Information

Date: June 23, 2022

Time: 6:00 PM

Place: City of McFarland Council Chambers, 103 W. Sherwood Avenue, McFarland, CA 93250

Join on-line: Facebook Webpage at:

<https://www.facebook.com/cityofmcfarland/>

These meetings shall be held in person at the City of McFarland Council Chambers, located at 103 W. Sherwood Avenue, McFarland, CA 93250. Additionally, these meetings shall be broadcasted for listening and/or viewing purposes only via Facebook. To access the meetings for viewing or listening purposes only, please use the following information:

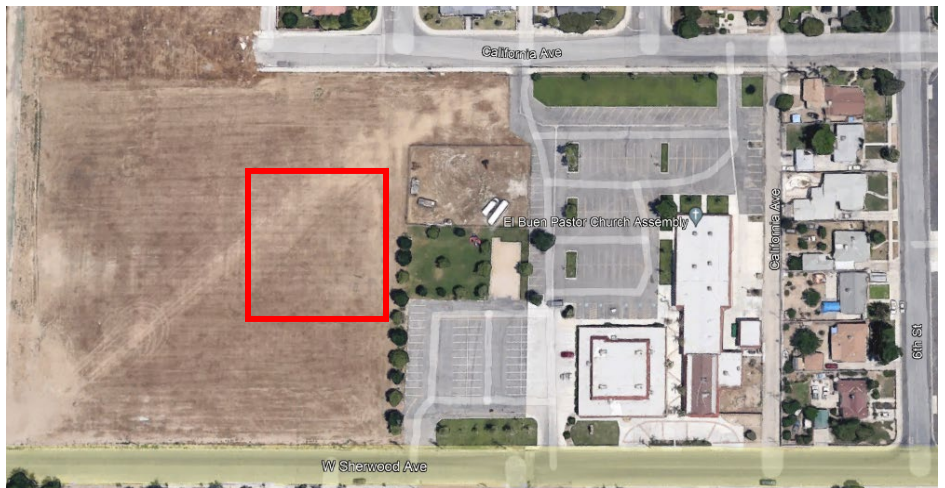
(via web for listening purposes only)

Join on-line: Facebook webpage

<https://www.facebook.com/cityofmcfarland/>

Members of the public are encouraged to participate by providing public comment at the meetings. The agenda of the Regular McFarland Planning Commission Meeting will be posted at least 72 hours prior to the meeting. The agenda of the Regular City Council Meeting will be posted at least 72 hours prior to the meeting. The meeting the agendas will be posted at <https://www.mcfarlandcity.org/AgendaCenter>. Please check the agendas for any modifications to how the meetings may be conducted and for ways in which the public can participate.

Description of the Project: The purpose of the public hearings is to consider approval of a Conditional Use Permit for Ventura Circus. This would consist of applying a Conditional Use Permit for the property on Sherwood Avenue. The parcel is located West of El Buen Pastor Church on Sherwood Avenue. The existing zone for the parcel is R-4 Residential. The project is currently a vacant lot and will return to a vacant lot after event. The proposed circus will commence operations Thursday August 4th, 2022 through Monday August 8th, 2022. The circus will run from 2 pm to 9:30 pm. The expected number of attendees is 400.



Additional information on the proposed project and proposed environmental finding may be obtained from the City of McFarland, City Hall, 401 W. Kern Avenue, McFarland, CA 93250, or the City's web site at www.mcfarlandcity.org.

Environmental Determination: This project has already been environmentally assessed pursuant to the California Environmental Quality Act (CEQA), and the City has adopted a finding. This project is subject to Categorical exemption pursuant to Section 15304 Class 4 Minor Alterations to the Land. Class 4 Section 15304 (e) of the CEQA Guidelines allows for minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, etc. As such, no further assessment is required.

All persons interested in this topic who have questions, would like to provide feedback, or who have comments are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Francisca Alvarado, City Clerk, at 401 W. Kern Avenue, McFarland, CA 93250, (661) 792-3091, falvarado@mcfarlandcity.org



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

TO: Mayor and City Council

FROM: Kenny Williams Chief of Police/ City Manager

DATE: June 23 , 2022

SUBJECT: Street Sweeper fee

RECOMMENDATION:

Staff recommends council discuss the possibility of establishing a fee for the street sweeper services for the McFarland community.

DISCUSSION:

The city currently provides a street sweeper service for the community nine days per month. This service is funded entirely by the city general fund and has no method to sustain these services without instituting a fee for such services.

Currently the costs of the street sweeper vehicle maintenance and the cost of the salary and benefits for the street sweeper position are funded solely by the city through its general fund account. The city expends approximately \$66,000 -\$80,000 annually to provide this service to the community.

Other municipalities including Delano have recognize the burden of supporting this function and have instituted a fee for this service.

In the event council decides to implement fees for these services the fess would be included into the current utility fee and would be billed along with the water, wastewater and refuse bills. Staff believes the fee would be minimal however a complete analysis would need to be conducted to determine the true costs for the service.

Staff is recommending council discuss the idea of creating a fee for this service and provide direction to staff concerning further exanimation of such a fee or discontinue examining this fee as an option.

FINANCIAL IMPACT:

The impact for the budget would change the current deficit to the city, to a service that would pay for itself and therefore not having a negative effect to the budget.

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Kenny Williams, City Manager
Larry Ronk, Community Development Director

DATE: June 23, 2022

SUBJECT: Resolution to authorize City Manager or designee to execute the Clean California Local Grant Program Restricted Grant Agreement with the Department of Transportation

Discussion: An application to the Clean California Local Grant Program was submitted in January of 2022 requesting additional funding for the McFarland Community Garden and Trail. The City of McFarland was selected as an awardee to construct the McFarland Community Garden and Trail.

A board resolution approving the project and authorizing the City Manager or designee to execute the restricted grant agreement with the State of California, Department of Transportation is required in order for the Restricted Grant Agreement (RGA) to be fully executed by Caltrans. The Clean California Local Grant Program is a reimbursement program and reimbursable work cannot commence on a project until the RGA is fully executed.

Recommend: Staff recommends adoption of Resolution No. 2022-0061

Fiscal Impact: None

Attachments:
Resolution No. 2022-0061

RESOLUTION NO. 2022-0061

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING CITY MANAGER OR
DESIGNEE TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR
THE MCFARLAND COMMUNITY GARDEN AND TRAIL**

WHEREAS, the City of McFarland is eligible to receive State funding for certain transportation related work through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program;

WHEREAS, the City of McFarland wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council, authorize the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

ADOPTED, SIGNED AND APPROVED THIS 23th DAY OF JUNE 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sally Tafoya, Mayor
City of McFarland, CA

Attest:

Francisca Alvarado, City Clerk

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director

DATE: June 23 ,2022

SUBJECT: Accept the completed work by Superior Construction for the Electric Vehicle Charging Station at 100 E Industrial Street – CML 5343 (014) project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder.

Discussion:

This is a Notice of Completion for the work under contract agreement with Superior Construction for the Electric Vehicle Charging Station at 100 E. Industrial Street – CML 5343 (014). The work consisted in the construction of a new public electric vehicle charging station.

Recommend:

Staff recommends the acceptance of work completed by Superior Construction for the Electric Vehicle Charging Station at 100 E. Industrial Street – CML 5343 (014) Project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder.

The Engineering Department has inspected the work and confirmed to Public Works that the work is in conformance with the plans and specifications as of April 01, 2022.

Fiscal Impact:

None

Attachments:

Notice of Acceptance

Notice of Completion



City of McFarland
Public Works Department
401 West Kern Ave.
McFarland, CA 93250
(661) 792-3091

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of McFarland, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of McFarland
2. Contractor: Proffitt Construction Inc. dba
Superior Construction
3. Engineer of Record: Juan M. Pantoja, P.E.
4. Surety of Faithful Performance
and Labor and Material Bond: Travelers Casualty and Surety Company of
America
5. Contract For: EV CHARGING STATION at 100 E. Industrial St. CML
5343 (014)
6. Date of Contract: January 28, 2021
7. Date of Completion: April 01, 2022

I, Mario Gonzales, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on April 01, 2022.

Mario Gonzales
Public Works Director

Recording Requested By:

FBO

CITY OF McFARLAND

When Recorded Mail to:

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

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

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

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

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

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** April 01, 2022

8. The work of improvement completed is described as follows: EV Charging Station at 100 E. Industrial St. CML 5343 (014)

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

10. The street address of said property is: 100 E. Industrial St.

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

Construction of a public Electric Vehicle Charging Station at 100 E. Industrial Street

Date

Sally Tafoya – City Mayor

(Mayor)

Verification for **INDIVIDUAL** owner

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

Date and Place

Signature of Owner named in paragraph 2

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

Date and Place

Sally Tafoya – City Mayor

*- City of McFarland**(Mayor)*

SUBSCRIBED AND SWORN TO before me on _____

Francisca Alvarado, City Clerk
City of McFarland

Revised 9/22/2007

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director

DATE: June 23, 2022

SUBJECT: Accept the Base Bid and Bid Option 1 and Award of a contract to A.J. Excavation, Inc. in the amount of \$744,654.50 for the Davis Ave. Reconstruction and Hail Lane Reconstruction Project and authorize the Mayor to execute the agreement.

Recommend:

Staff recommends that City Council accepts the lowest responsible base bid and bid option 1, and awards the contract to A.J. Excavation, Inc. the amount of \$744,654.50 and authorize the Mayor to execute the agreement.

Fiscal Impact:

Costs:	Base Bid:	\$ 705,324.50
	Bid Option 1:	\$ 39,330.00
	Construction Subtotal:	\$ 744,654.50
	10% Contingency:	\$ 74,465.00
	Total Construction Cost:	\$ 779,789.50

Discussion:

The City of McFarland desires to reconstruct Davis Ave. from W. Perkins Ave. to Elmo Hwy. and Hail Lane from 3rd Street to approximately 130-ft east of 5th St. These road improvements will contribute to a better quality of life for the citizens of McFarland. See the attached Vicinity Map.

The Public Works Department opened sealed bids for this project, on June 16, 2022, at 2:15 p.m. There were seven (7) bids received as follows:

Company	Base Bid	Bid Option 1
A.J. Excavation, Inc.	\$ 705,324.50	\$ 39,330.00
Burtch Construction	\$ 747,783.00	\$ 24,343.00
Bowman Asphalt, Inc.	\$ 762,929.00	\$ 20,156.00
MAC General Eng.	\$ 836,556.41	\$ 21,337.40
Cen Cal Construction	\$ 873,594.55	\$ 21,601.40
Griffith Company	\$ 906,735.00	\$ 19,347.80
Granite Construction	\$ 920,911.00	\$ 26,146.00

Attached is the Bid Summary with the 3 lowest bids.

The Office of the City Engineer has reviewed and qualified the lowest bidder, A.J. Excavation, Inc.. The City is allowing 35 working days for the contractor to complete the project.

Attachments:

Vicinity Map
Bid Summary
Agreement



VICINITY MAP

NTS

CITY OF MCFARLAND - BID SUMMARY

DAVIS AVE. & HAIL LANE RECONSTRUCTION

BID OPENING: JUNE 16, 2022 @ 2:15 PM

SEVEN (7) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

				1		2		3			
				Engineer's Estimate		A.J. Excavation, Inc. Fresno, CA (559) 408-5908 Lic No. 935662		Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	SITE DEMOLITION, GRADING, BALANCE ROADWAY/SITE TO NEW GRADE, CUT & HAUL-OFF EXCESS MATERIALS	L.S.	1	\$ 55,000.00	\$ 55,000.00	\$ 21,000.00	\$ 21,000.00	\$ 20,500.75	\$ 20,500.75	\$ 89,500.00	\$ 89,500.00
2	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE	S.F.	148130	\$ 0.35	\$ 51,846.00	\$ 0.20	\$ 29,626.00	\$ 0.20	\$ 29,626.00	\$ 0.35	\$ 51,845.50
3	PULVERIZE EXISTING SECTION TO A DEPTH OF 8 INCHES, GRADE AND COMPACT TO 95%	S.F.	8563	\$ 2.00	\$ 17,126.00	\$ 1.50	\$ 12,844.50	\$ 1.75	\$ 14,985.25	\$ 1.50	\$ 12,844.50
4	TYPE "A" HOT MIX ASPHALT	TON	3056	\$ 99.00	\$ 302,544.00	\$ 104.00	\$ 317,824.00	\$ 117.50	\$ 359,080.00	\$ 111.00	\$ 339,216.00
5	APPLY FOG SEAL ON NEW PAVEMENT	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 9,950.00	\$ 9,950.00	\$ 5,358.00	\$ 5,358.00	\$ 5,000.00	\$ 5,000.00
6	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	15	\$ 3,000.00	\$ 45,000.00	\$ 4,230.00	\$ 63,450.00	\$ 4,751.00	\$ 71,265.00	\$ 3,900.00	\$ 58,500.00
7	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	767	\$ 55.00	\$ 42,185.00	\$ 58.00	\$ 44,486.00	\$ 65.00	\$ 49,855.00	\$ 51.00	\$ 39,117.00
8	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	1694	\$ 11.00	\$ 18,634.00	\$ 10.00	\$ 16,940.00	\$ 11.25	\$ 19,057.50	\$ 9.00	\$ 15,246.00
9	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	262	\$ 14.00	\$ 3,668.00	\$ 22.00	\$ 5,764.00	\$ 23.85	\$ 6,248.70	\$ 15.00	\$ 3,930.00
10	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	4070	\$ 16.00	\$ 65,120.00	\$ 24.00	\$ 97,680.00	\$ 26.00	\$ 105,820.00	\$ 16.00	\$ 65,120.00
11	ADJUST SEWER MANHOLE TO GRADE	EA.	7	\$ 1,900.00	\$ 13,300.00	\$ 1,300.00	\$ 9,100.00	\$ 1,825.00	\$ 12,775.00	\$ 2,000.00	\$ 14,000.00
12	ADJUST UTIL BOX/ MONUMENT TO GRADE	EA.	10	\$ 1,600.00	\$ 16,000.00	\$ 900.00	\$ 9,000.00	\$ 1,825.00	\$ 18,250.00	\$ 1,400.00	\$ 14,000.00
13	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	284	\$ 5.00	\$ 1,420.00	\$ 3.00	\$ 852.00	\$ 2.80	\$ 795.20	\$ 5.50	\$ 1,562.00
14	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 22	L.F.	928	\$ 3.25	\$ 3,016.00	\$ 3.40	\$ 3,155.20	\$ 3.75	\$ 3,480.00	\$ 5.00	\$ 4,640.00
15	INSTALL 6" YELLOW CENTERLINE - THERMOPLASTIC - DETAIL 2	L.F.	2024	\$ 1.50	\$ 3,036.00	\$ 1.70	\$ 3,440.80	\$ 1.90	\$ 3,845.60	\$ 2.00	\$ 4,048.00
16	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	176	\$ 25.00	\$ 4,400.00	\$ 4.50	\$ 792.00	\$ 5.00	\$ 880.00	\$ 10.00	\$ 1,760.00
17	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (36"x36")	EA.	3	\$ 3,250.00	\$ 9,750.00	\$ 2,100.00	\$ 6,300.00	\$ 2,308.00	\$ 6,924.00	\$ 3,200.00	\$ 9,600.00
18	ADJUST/RELOCATE EXISTING SIGN, FINISH AND INSTALL NEW POLE	EA.	4	\$ 275.00	\$ 1,100.00	\$ 600.00	\$ 2,400.00	\$ 660.00	\$ 2,640.00	\$ 250.00	\$ 1,000.00
19	FURNISH AND INSTALL - PROJECT FUNDING SIGN FOR SB1 - C48 (CA) (48"x30")	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 510.00	\$ 1,020.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00

CITY OF MCFARLAND - BID SUMMARY
DAVIS AVE. & HAIL LANE RECONSTRUCTION

				1		2		3			
BID OPENING: JUNE 16, 2022 @ 2:15 PM SEVEN (7) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown				Engineer's Estimate		A.J. Excavation, Inc. Fresno, CA (559) 408-5908 Lic No. 935662		Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20	PREPARE AND IMPLEMENT SWPPP	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 4,700.00	\$ 4,700.00	\$ 3,147.00	\$ 3,147.00	\$ 5,000.00	\$ 5,000.00
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 11,250.00	\$ 11,250.00	\$ 25,000.00	\$ 25,000.00
				TOTAL BASE BID: \$ 713,145.00		\$ 705,324.50		\$ 747,783.00		\$ 762,929.00	

Date Prepared: 06/16/22. By: JMP

Note: Bidder 1 has a math error of \$3.00 in item 2 and a math error of \$0.50 in the bid total. The amounts shown are the correct amounts.

BID OPTION 1

21	INSTALL 6" WHITE BIKE LANE LINE - THERMOPLASTIC - DETAIL 39 & 39A	L.F.	9,228	\$ 1.00	\$ 9,228.00	\$ 2.50	\$ 23,070.00	\$ 1.85	\$ 17,071.80	\$ 1.00	\$ 9,228.00
22	INSTALL BIKE LANE MARKINGS - THERMOPLASTIC	S.F.	168	\$ 15.00	\$ 2,520.00	\$ 7.50	\$ 1,260.00	\$ 5.40	\$ 907.20	\$ 21.00	\$ 3,528.00
23	FURNISH AND INSTALL "BIKE LANE" SIGN - R81(CA). 12"X8"	EA.	16	\$ 300.00	\$ 4,800.00	\$ 750.00	\$ 12,000.00	\$ 386.00	\$ 6,176.00	\$ 400.00	\$ 6,400.00
24	FURNISH AND INSTALL "BEGIN" SIGN - R81A(CA). 12"X5"	EA.	2	\$ 100.00	\$ 200.00	\$ 750.00	\$ 1,500.00	\$ 47.00	\$ 94.00	\$ 250.00	\$ 500.00
25	FURNISH AND INSTALL "END" SIGN - R81B(CA). 8"X5"	EA.	2	\$ 100.00	\$ 200.00	\$ 750.00	\$ 1,500.00	\$ 47.00	\$ 94.00	\$ 250.00	\$ 500.00

Date Prepared: 06/16/22. By: JMP

TOTAL BID OPTION 1: \$ 16,948.00 \$ 39,330.00 \$ 24,343.00 \$ 20,156.00

AGREEMENT

DAVIS AVE. & HAIL LANE RECONSTRUCTION

THIS Agreement, made and entered into this 23rd day of June 2022, by and between the City of McFarland, hereinafter called "City", and A.J. Excavation, Inc. hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CITY OF McFARLAND, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the 2018 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2018 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The 2014 California Manual On Uniform Traffic Control Devices (CA MUTCD), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished. Hot Mix Asphalt shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications and these special provisions.

The Special Provisions and Project Plans for the work to be done are entitled:

CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS

DAVIS AVE. & HAIL LANE RECONSTRUCTION

Contractor shall, in accordance with the SPECIFICATIONS and drawings, therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

ARTICLE II. The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor's BID (hereinafter "Proposal"), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The minimum wage rates as predetermined by the Director of the California Department of Industrial Relations are hereby made a part of this contract. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control, and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

ARTICLE IV. The Contractor agrees to receive and accept the prices as bid in the Bidding Schedule as full and complete compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY OF McFARLAND, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit.

ARTICLE V. BLANK

ARTICLE VI. Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

ARTICLE VII. Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

ARTICLE VIII. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

ARTICLE IX. In addition to any other Indemnification requirements in the SPECIFICATIONS, the Contractor agrees to indemnify, defend and save harmless the City, its officers, agents, employees and consultants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City.

ARTICLE X. In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits [1, 1-A, 2, 3, 4, 6, 11].

ARTICLE XI. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

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

ARTICLE XIII. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

ARTICLE XIV. Time is of the essence in this Agreement.

ARTICLE XV. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE XVI. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE XVII. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its

acceptance by the CITY OF McFARLAND, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer, said City will pay and said Contractor shall receive the total sum of \$744,654.50 in full compensation; per price(s) named in Contractor's bid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF McFARLAND, CALIFORNIA

BY _____
Francisca Alvarado
City Clerk, City of McFarland

Sally Gonzalez
Mayor, City of McFarland

CONTRACTOR – A.J. Excavation, Inc.

BY _____

(Title)

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification

Number _____

Attachments: Workers' Compensation Certificate
 Labor and Material Payment Bond
 Performance Bond
 Guarantee
 Insurance Documents

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

DAVIS AVE. & HAIL LANE RECONSTRUCTION

WORKERS' COMPENSATION CERTIFICATE

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

Signature

Date: _____

Printed Name / Title

Company

Contractor's License Number / Expiration Date

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships. If the Contractor is an individual, the name of the firm shall be set forth together with the signature.

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The CITY OF McFARLAND, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor A.J. Excavation, Inc., hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of **Seven Hundred Forty-four Thousand Six Hundred Fifty-four and fifty cents (\$744,654.50)**, lawful money of the United States of America, one hundred percent (100%) of the Agreement amount for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

Contractor

Name of Surety **(SEAL)**

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____ SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the CITY OF **McFARLAND**, acting by and through the Department of Public Works, has awarded to Contractor **A.J. Excavation, Inc.**, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the **CITY OF McFARLAND** in the sum of **Seven Hundred Forty-four Thousand Six Hundred Fifty-four and fifty cents (\$744,654.50)**, lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the **CITY OF McFARLAND**, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20__.

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this ____ day of _____ in the year 20__ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

GUARANTEE

CITY OF McFARLAND, Department of Public Works, McFARLAND, California:

In accordance with the terms of the Contract for the **DAVIS AVE. & HAIL LANE RECONSTRUCTION** project, between the **City of McFarland** (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Signature

Date: _____

Printed Name / Title

Company

Contractor's License Number / Expiration Date

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

GENERAL LIABILITY SPECIAL ENDORSEMENT (Exhibit 1)

GENERAL LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____	
NAMED INSURED: 		APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE TM Commercial General Policy TM Business General Policy TM Other _____		OTHER PROVISIONS: 	
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits		Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, <i>consultants</i> and volunteers are included as insured. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (a) be primary insurance as respects the City, its officers, officials, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250		AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____	

COMMERCIAL GENERAL LIABILITY INSURANCE (Exhibit 1-A)

INSURER:
POLICY NUMBER:
INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

-----Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT (Exhibit 2)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		Endorsement No.	Effective:
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy Number: Policy Period: TM Deductible TM Self-Insured (check which) of \$		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operations of automobiles owned by or on behalf of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$_____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone:		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from the ownership, operation, maintenance, use loading or unloading of any auto owned, leased, hired, or borrowed by the Named insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, <i>consultants</i> and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____		

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY FOR THE CITY OF McFarland		Endorsement No. Effective Date
PRODUCER Telephone:	POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: Policy Number: Policy Period:	
NAMED INSURED	OTHER PROVISIONS	
Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone:	EMPLOYERS LIABILITY LIMITS \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee	
In consideration of the premium charged and not withstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, <i>consultants</i> and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE ™ Broker/Agent ™ Underwriter ™ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____	

CERTIFICATE OF INSURANCE (Exhibit 4)

CERTIFICATE OF INSURANCE					Issue Date:	
PRODUCER			This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below. Companies Company Letter A _____ Company Letter B _____ Company Letter C _____ Best's Rating _____ _____ _____			
INSURED						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability ☐ Commercial General Liability ☐ Claims Made ☐ Occur. ☐ Owners & Contractor's ☐ Other				General Aggregate	\$
					Products-Comp/Op Agg	\$
					Personal & Adv. Injury	\$
					Each Occurrence	\$
					Fire Damage (any one fire)	\$
					Med. Exp. (any one person)	\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Utility				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability ☐ Umbrella Form ☐ Other Than Umbrella				Each Occurrence	\$
					Aggregate	\$
	Worker's Compensation and Employer's Liability				Statutory	\$
					Each Accident	\$
					Disease Policy Limit	\$
					Disease Each Employee	\$
	Other				Amount of Insurance	\$
Description of operations/locations/vehicles/restrictions/special items:						
THE FOLLOWING PROVISIONS APPLY: CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. - The City, its officials, officers, employees, <i>consultants</i> and volunteers are added as insured on all liability insurance policies listed above. - It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above. - The City is named a loss payee on the property insurance policies described above, if any. - All rights of subrogation under the property insurance policy listed above have been waived against the City. - The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.						
CERTIFICATE HOLDER/ADDITIONAL INSURED: City of McFarland 401 West Kern Ave. McFarland, CA 93250				AUTHORIZED REPRESENTATIVE Signature _____ Title _____ Phone No. _____		

INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(with Construction Risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, lease, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **CANCELLATION NOTICE.** The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

UNDERWRITER/BROKER CERTIFICATION (Exhibit 11)

City: _____

City project identification: _____

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification: _____

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverage's provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A: -VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

The coverage's provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

Signature

Date

Name of Company

Business Address and Phone Number



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

TO: Mayor and City Council

FROM: Marilyn Garza, Human Resources Director

DATE: June 23, 2022

SUBJECT: Stand-by

RECOMMENDATION:

Staff recommends council approve the Resolution No. 2022- 0056 A resolution of the City Council of the City of McFarland approving an allocation of funds from the General Fund and Enterprise Funds for the funding of the Stand-by policy and Stipend.

Discussion:

The city currently does not have a stand-by policy for the employees who are on stand-by after work hours nor emergency circumstances. Currently three employees are on call after hours: one for the water department, one for the wastewater, and one for the animal control department. These employees are required to be within a one-hour response time from the city. Currently employees on stand-by, only receive compensation for the time in which they respond to the city.

Staff is recommending that we implement a stand-by policy in which the employee is compensated for the hours on stand-by with the amount of \$100.00 per week. The stipend would be given to the designated water, wastewater, and animal control personnel who are placed on stand-by. The Stipend is to compensate employees only for stand by duty. Employees who are called back to work will be paid accordance to the handbook (time and half).

Staff believes by implementing this stand-by protocol, it will greatly improve moral, employee retention, and provide appreciation to employees placed stand-by.

Financial impact:

The total impact to the Enterprise Funds is \$600.00 and the total impact to the General Funds is \$300.00 as defined below and will be funded in the new fiscal year 2022-2023.

- Water Department \$300.00 for the end of fiscal year (1 month)
- Wastewater Department \$300.00 for the end of fiscal year (1 month)
- Animal Control Department \$300.00 for the end of fiscal year (1 month)

Exhibit A

City of McFarland Memorandum

To: All Non-Exempt Employees

From: Human Resources

Date: June 23, 2022

Subject: Standby Time Policy

Employees of the City of McFarland may be required to serve in a standby capacity to respond to an unforeseen circumstance and/or emergency. If such circumstance arises, to report to work after the end of the employees' regular shifts and before the beginning of their next scheduled shifts.

Employees must be so assigned to stand-by duty by their department head and shall be compensated and governed by the following:

1. Compensation shall be a stipend of \$100.00 per week for stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
2. The employee must remain within a specific distance or respond within a one-hour travel time to their workstation for all calls for services.
3. The employee must be reachable by company telephone device.
4. Refrain from activities which might impair their ability to perform their assigned duties.
5. The employee's compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at their normal rate of pay and at time and one half. Work time for employees called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work. A minimum of (2) hours at the time and one-half rate shall be paid in those cases when an employee on stand-by status is required to report to a job site.

RESOLUTION NO. 2022-0056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING ALLOCATION OF FUNDS FROM THE GENERAL FUND AND ENTERPRISE FUNDS FOR THE FUNDING OF THE STAND-BY PROTOCOL AND STIPEND.

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2021/2022; and

WHEREAS, the City Council believes it is necessary to approve the implementation of a stand-by policy; and

WHEREAS, human resource director has created the stand-by policy; and

WHEREAS, the total funds needed for this appropriation to fund the stand-by stipend as described above is **\$900.00**;

WHEREAS, the protocol is attached within exhibit A.

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) The City Manager is hereby authorized and directed to adopt the stand-by policy and stipend.
- 3) An additional **\$900.00** shall be allocated to the budget of the City's General Fund and Enterprise Fund
- 4) The City Manager is hereby authorized and directed to utilize funds for the stand-by policy
- 5) The City Clerk shall certify to the passage and adoption of this resolution.
- 6) This resolution is effective immediately.

PASSED AND ADOPTED at a special meeting of the City Council of the City of McFarland on the 23rd day of June 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

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

Francisca Alvarado, City Clerk

Exhibit A

City of McFarland Memorandum

To: All Non-Exempt Employees

From: Human Resources

Date: June 9, 2022

Subject: Standby Time Policy

Employees of the City of McFarland may be required to serve in a standby capacity to respond to an unforeseen circumstance and/or emergency. If such circumstance arises, to report to work after the end of the employees' regular shifts and before the beginning of their next scheduled shifts.

Employees must be so assigned to stand-by duty by their department head and shall be compensated and governed by the following:

1. Compensation shall be a stipend of \$100.00 per week for stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
2. The employee must remain within a specific distance or respond within a one-hour travel time to their workstation for all calls for services.
3. The employee must be reachable by company telephone device.
4. Refrain from activities which might impair their ability to perform their assigned duties.
5. The employee's compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at their normal rate of pay and at time and one half. Work time for employees called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work. A minimum of (2) hours at the time and one-half rate shall be paid in those cases when an employee on stand-by status is required to report to a job site.

**MEMORANDUM
CITY OF MCFARLAND**

TO: Mayor and City Council

FROM: Kenny Williams, City Manager
Mario Gonzales, Public Works Director

DATE: June 23, 2022

SUBJECT: FY 2022-2023 Project List for Road Maintenance and Rehabilitation Account Revenues (RMRA) under SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

SUMMARY:

The passage of the Road Maintenance and Rehabilitation Act of 2017 (SB 1) created a new permanent funding sources for road maintenance and rehabilitation projects for cities and counties. Each year, cities and counties must adopt via resolution a project list comprised of projects they would like to spend SB 1 funds on. These project lists must be submitted to the California Transportation Commission (CTC) by no later than July 2022, in order to be eligible for SB 1 funding for fiscal year 2022/2023.

City of McFarland local streets and roads projected revenues are estimate of **\$374,977.00** for Fiscal Year 2022-2023 from SB 1 funds (www.californiacityfinance.com, May 2022). Pursuant to SHC Section 2030(a), RMRA funds shall be prioritized for expenditure on basic road maintenance and rehabilitation projects and on critical safety projects. SHC Section 2030(b) (2) states that funds may also be used to satisfy a match requirement to obtain state or federal funds for projects.

Staff is recommending for FY 2022-23 the following projects based on safety and road conditions to be funded with Road Maintenance and Rehabilitation Account revenues include:

- **W. Kern Ave from 6th Street to Garzoli Rd:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Hail Lane from 3rd to 5th Street:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **Ebell Street- from Mast Ave. to Woodruff Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.

- **Wiley Street- from E. Sherwood Ave. to Robertson Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **E. Kern Ave-from Industrial to San Pedro Street:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **San Juan Street- from E. Sherwood to E. Perkins Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022
- **Sherwood Ave Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Perkins Ave Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Elmo Hwy Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.

RECOMMENDATION:

City staff recommends approval of **RESOLUTION 2022- ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution 2022-0062

RESOLUTION NO. 2022-0062

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of McFarland must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of McFarland, will receive and estimated \$374,977 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the third year in which the City of McFarland is receiving SB 1 funding and will enable the City of McFarland to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of McFarland conducted Public Workshops to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of McFarland, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2022-2023 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

- **W. Kern Ave- from 6th Street to Garzoli Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Hail Lane- from 3rd to 5th Street:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **Wiley Street- from E. Sherwood Ave. to Robertson Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **Ebell Street- from Mast Ave. to Woodruff Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **E. Kern Ave-from Industrial to San Pedro Street:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022.
- **San Juan Street- from E. Sherwood to E. Perkins Ave:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2022
- **Sherwood Ave Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Perkins Ave Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.
- **Elmo Hwy Overpass:** Road Maintenance and Rehabilitation, Estimated Useful Life minimum 10 years to 20 years maximum, Anticipated Year of Construction 2023.

PASSED AND ADOPTED by the City Council of the City of McFarland, State of California this 23rd day of June, 2022, by the following vote:

Local Streets and Roads - Projected FY2022-23 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2022

Estimated May 2022	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
KERN COUNTY								
ARVIN	197,874	137,089	58,287	187,102	5,000	585,351	487,481	1,072,832
BAKERSFIELD	3,571,970	2,474,695	970,336	3,377,518	10,000	10,404,520	8,799,898	19,204,418
CALIFORNIA CITY	126,918	87,930	39,107	120,009	3,000	376,964	312,675	689,639
DELANO	476,761	330,304	133,673	450,807	7,500	1,399,044	1,174,546	2,573,591
MARICOPA	10,373	7,186	7,604	9,808	1,000	35,971	25,554	61,525
MCFARLAND	126,235	87,457	38,922	119,363	3,000	374,977	310,992	685,969
RIDGECREST	265,980	184,273	76,697	251,500	6,000	784,450	655,267	1,439,716
SHAFTER	183,797	127,337	54,482	173,792	5,000	544,408	452,803	997,211
TAFT	83,836	58,082	27,462	79,272	2,000	250,652	206,538	457,190
TEHACHAPI	129,561	89,761	39,821	122,508	3,000	384,651	319,185	703,836
WASCO	241,027	166,986	69,952	227,906	6,000	711,872	593,795	1,305,667
KINGS COUNTY								
AVENAL	139,367	96,555	43,497	131,780	4,000	415,199	343,345	758,544
CORCORAN	223,032	154,519	66,727	210,891	5,000	660,169	549,462	1,209,632
HANFORD	539,141	373,522	154,498	509,791	7,500	1,584,452	1,328,227	2,912,679
LEMOORE	240,974	166,949	71,709	227,855	6,000	713,486	593,662	1,307,148
LAKE COUNTY								
CLEARLAKE	137,075	94,967	50,380	129,613	4,000	416,035	337,698	753,732
LAKEPORT	42,911	29,729	19,069	40,575	1,000	133,284	105,716	239,000
LASSEN COUNTY								
SUSANVILLE	161,317	111,762	49,223	235,122	4,000	561,425	397,421	958,846
LOS ANGELES COUNTY								
AGOURA HILLS	183,878	127,393	75,652	173,868	5,000	565,791	453,002	1,018,793
ALHAMBRA	775,333	537,158	303,550	733,125	7,500	2,356,666	1,910,108	4,266,773
ARCADIA	518,279	359,068	204,502	490,064	7,500	1,579,414	1,276,830	2,856,244
ARTESIA	148,509	102,888	62,023	140,424	4,000	457,844	365,865	823,709
AVALON	35,711	24,741	18,560	33,767	1,000	113,780	87,979	201,759
AZUSA	445,714	308,795	176,542	421,450	6,000	1,358,502	1,098,061	2,456,562
BALDWIN PARK	682,544	472,873	267,797	645,387	7,500	2,076,102	1,681,514	3,757,616
BELL	326,454	226,171	130,589	308,683	6,000	997,897	804,252	1,802,149
BELLFLOWER	696,234	482,357	273,072	658,332	7,500	2,117,494	1,715,240	3,832,734
BELL GARDENS	379,613	262,999	151,072	358,947	6,000	1,158,631	935,213	2,093,844
BEVERLY HILLS	306,590	212,408	122,935	289,900	6,000	937,832	755,314	1,693,146
BRADBURY	9,420	6,526	8,430	8,907	1,000	34,283	23,207	57,490
BURBANK	934,529	647,450	364,891	883,654	10,000	2,840,524	2,302,302	5,142,827
CALABASAS	218,790	151,580	89,104	206,879	5,000	671,353	539,010	1,210,363
CARSON	824,374	571,134	322,447	779,497	7,500	2,504,952	2,030,926	4,535,878
CERRITOS	449,858	311,666	178,139	425,368	6,000	1,371,031	1,108,269	2,479,300
CLAREMONT	320,953	222,360	128,469	303,481	6,000	981,264	790,700	1,771,964
COMMERCE	115,260	79,853	49,212	108,985	3,000	356,310	283,954	640,264

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Kenny Williams
Larry Ronk, Community Development Director

DATE: June 23, 2022

SUBJECT: Adoption of Revised Resolution 2022-0021; FY 2021-2022 Low Carbon Transit Operations Program (LCTOP) Application and Resolution

RECOMMENDATION:

City Council to authorize the following individual(s) Kenny Williams, City Manager to execute for and on behalf of the City of McFarland, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, and approve submission of application and adopt resolution titled "AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: Free Ridership for McFarland City Transit - \$34,450.00.

SUMMARY:

The California Department of Transportation, Division of Rail and Mass Transportation (CALTRANS) issued a Notice of Funding Availability for Low Carbon Transit Operations Program (LCTOP) funds. This grant awards funds for operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.

This grant will allow the city to provide approximately 14,000 free rides to McFarland residents and promote the Dial Ride Transit. The goal is to increase ridership by 5,000 rides more annually.

FISCAL IMPACT:

No match required; no fiscal impact.

ATTACHMENTS:

Resolution

RESOLUTION 2022-0063

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT:
FREE TRANSIT FARES –MCFARLAND TRANSIT-\$34,450.00

WHEREAS, the City of McFarland is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

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

WHEREAS, the City of McFarland wishes to implement the following LCTOP project listed above,

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

NOW THEREFORE, BE IT FURTHER RESOLVED that City Manager or designee is authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McFarland that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2021-2022 LCTOP funds:

Project Name: Free Ridership For McFarland City Transit
Amount of LCTOP funds requested: \$34,450.00
Short Description: Provide Free Transit Fares
Benefit to a Priority Population: Toxin Emissions Reduction
Amount to benefit Priority Population: \$34,450.00

PASSED AND ADOPTED this 23 Day of June, 2022, by the following vote:

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the City Council of the City of McFarland adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

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

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kenny Williams, City Manager
Peter Cosentini, Assistant City Manager
Marilyn Garza, HR Director

DATE: **June 23, 2022**

SUBJECT: Report, Discuss, and Possible Approval of resolution number 2022-0064 A resolution of the City Council of the City of McFarland approving the authorization of the administration for the Bank of America Credit Card and the City's Bank Credit Cards.

Discussion:

Staff is recommending the city council approve the removal of Claudia Ceja and assign Kenny Williams, City Manager, Peter Cosentini, Assistant City Manager and Marilyn Garza, HR Director as the authorized administrators for the Bank of America Credit Card and City's Bank Credit Card. This action only deals with the administration of the credit cards. The Finance Department will deal with the financial aspects of the card payment, etc.

Fiscal Impact:

None.

Recommendation:

The city is recommending the City Council approve resolution number 2022-0064 for the removal of the previous authorized administrator, Claudia Ceja and assign Kenny Williams, City Manager, Peter Cosentini, Assistant City Manager, Marilyn Garza, the Human Resources Director as the authorized administrator for the Bank of America Credit Card and the City's Bank Credit Cards.

Attachment:

Exhibit Bank Credit Card Letter

June 23, 2022

SUBJECT: Bank of America Credit Card: [REDACTED]

To whom it may concern,

The City of McFarland would like to remove Marilyn Garza, Human Resources Director as an authorized administrator on the Bank of America credit card as the authorized signer, user, and administrator with the credit limit of \$5,000. Marilyn Garza date of birth [REDACTED]

If you have any questions, please contact the City at (661) 792-3091.

Sincerely,

Sally Tafoya
City of McFarland Mayor

RESOLUTION NO. 2022-0064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE REMOVAL OF CLAUDIA CEJA AND ASSIGNING CITY MANAGER/CHIEF OF POLICE KENNY WILLIAMS, ASSISTANT CITY MANAGER PETER COSENTINI, AND HUMAN RESOURCES DIRECTOR, MARILYN GARZA AS THE NEW AUTHORIZED ADMINISTRATOR FOR THE BANK OF AMERICA CREDIT CARD AND THE CITY'S BANK CREDIT CARDS.

WHEREAS, the City Council believes it is necessary to remove Claudia Ceja and assign Marilyn Garza, Human Resources Director as the authorized administrator for the Bank of America Credit Card and the City's Bank Credit Card; and

WHEREAS, Human Resource Director has created the letter requesting such change; and

WHEREAS, the letter is attached within as exhibit A.

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

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) The City Manager Kenny Williams, Assistant City Manager Peter Cosentini, and Human Resources Director Marilyn Garza, are hereby authorized and assigned to be the new authorized administrators for the Bank of America Credit Card and City's Bank Credit Card.
- 3) The City Clerk shall certify to the passage and adoption of this resolution.
- 4) This resolution is effective immediately.

PASSED AND ADOPTED at a special meeting of the City Council of the City of McFarland on the 23th day of June 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

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

Francisca Alvarado, City Clerk

CITY OF MCFARLAND

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Peter Cosentini, Assistant City Manager

DATE: June 23, 2022

SUBJECT: Continuing Budget Resolution

Recommendation:

Report, Discuss, and Possible Approval of Resolution NO. 2022 - 0065 A Resolution of the City Council of the City of McFarland to Continue Fiscal Year 2021-2022 Budget Appropriations to Fiscal Year 2022-2023.

Discussion:

As the Council is aware we are running late on the budget. Our spending authority from the City Council runs out June 30, 2022. To legally spend money without a Council adopted budget, the City Council needs to adopt a continuing budget resolution. The resolution allows the staff to continue spending to operate the City at the spending levels currently in place for the 2021-2022 fiscal year budget. No new capital projects or capital outlay spending is authorized until the Council approves the fiscal year 2022-2023 budget. We currently anticipate delivering the budget to the Council in late August and adoption in early September.

Fiscal Impact:

The staff is allowed operate the City at the spending limits of the 2021-2022 budget. No new capital projects or capital outlay spending is authorized by this action.

Attachments:

Resolution 2022-0065

RESOLUTION NO. 2022-0065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING FISCAL YEAR 2022-2023 OPERATING BUDGET APPROPRIATIONS, AND CERTAIN CAPITAL IMPROVEMENTS APPROPRIATIONS, TO CONTINUE AT FISCAL YEAR 2021-2022 LEVELS AND AMOUNTS UNTIL SEPTEMBER 30, 2022

WHEREAS, the City of McFarland's fiscal year begins on July 1 of each year and terminates on June 30 of the next year; and

WHEREAS, the City wishes to authorize the fiscal year 2022-2023 operating budget appropriations, and certain capital improvements appropriations at fiscal year 2021-2022 levels until September 30, 2022;

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

SECTION 1. The City shall continue the adopted Fiscal Year 2021-2022 operational spending until September 30, 2022.

SECTION 2. The City shall continue capital project and capital acquisitions spending into Fiscal Year 2022-2023 for projects and acquisitions commenced before June 30, 2022. No new capital project or capital acquisitions spending is permitted until after the City Council adopts the Fiscal Year 2022-2023 capital improvements budget.

SECTION 3. This Resolution shall be included and elaborated upon in the City's published Fiscal Year 2022-2023 budget document.

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

PASSED, APPROVED AND ADOPTED this 23th day of June 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

SALLY TAFOYA, Mayor
of the City of McFarland

ATTEST:

Francisca Alvarado, City Clerk
of the City of McFarland