

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

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

**September 22, 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 \$316,580.33 from August 24, 2022, to September 06, 2022.
2. Approval of the September 12, 2022, Regular Meeting Minutes.

PUBLIC HEARINGS

3. Introduction and First Reading of Proposed Ordinance No.0007-2022, AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 13, CHAPTER 13.04.690 TO UPDATE THE APPLICATION FOR WATER SERVICE IN THE MCFARLAND MUNICIPAL CODE.
 - Staff Report
 - a. Open Public Hearing and Receive Public Testimony:
Close Public Hearing:
 - b. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance No.0007-2022, AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 13, CHAPTER 13.04.690, TO UPDATE THE APPLICATION FOR WATER SERVICE IN THE MCFARLAND MUNICIPAL CODE.
 - c. Direct Staff to Schedule Second Reading and Adoption of Ordinance No.0007-2022 For the Next Regular City Council Meeting of October 13, 2022.
4. Introduction and First Reading of Proposed Ordinance No.0008-2022, AN ORDINANCE OF THE CITY OF MCFARLAND ADDING TITLE 12, CHAPTERS 12.21.010 THROUGH 12.21.150 OF THE MCFARLAND MUNICIPAL CODE. Regarding Temporary Use Permits.
 - Staff Report
 - a. Open Public Hearing and Receive Public Testimony:
Close Public Hearing:

- b. Motion to Waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance No.0008-2022, AN ORDINANCE OF THE CITY OF MCFARLAND ADDING TITLE 12, CHAPTERS 12.21.010 THROUGH 12.21.150 OF THE MCFARLAND MUNICIPAL CODE.
 - c. Direct Staff to Schedule Second Reading and Adoption of Ordinance No. 0008-2022 For the Next Regular City Council Meeting of October 13, 2022.
5. It Is Recommended That the City Council of The City of McFarland Conduct a Public Hearing to Receive Public Input Regarding Its Intent to Consider the Annexation of Property (the “Annexation No. 2 and Annexation No. 3”) Into the City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services), Community Facilities District No. 2017-1 (Police Services) and Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the “CFDs”).
 - Staff Report
 - MAYOR: The public hearing is now open for any comments, protests, and questions from interested persons concerning the annexation of The Elmo Hwy Medical Office, The Sherwood Avenue Family Apartments, and Tract 7393, into Community Facilities District No. 2017-1 (Police Services), Community Facilities District No. 2017-2 (Landscaping and Street Maintenance), and Community Facilities District No. 2019-1 (Fire Protection Services).
 - Open Public Hearing and Take Public Testimony:
 - MAYOR: City Clerk Have any Written Protest Been Received:
 - Close Public Hearing:
 - a. Motion to Adopt Resolution NO. 2022-0104 RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3
 - b. Motion to Adopt Resolution NO. 2022-0105 RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3
 - c. Motion to Adopt Resolution NO. 2022-0106 RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF

MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2

- MAYOR: “The City Council of the City of McFarland adopted the resolutions annexing territory into CFD No. 2017-1 (Police Services), CFD No. 2017-2 (Landscaping and Street Maintenance) and CFD No. 2019-1 (Fire Protection Services) and calling a special election and submitting to the qualified electors of the CFDs a Ballot Measure regarding the annual levy of special taxes within the CFDs. The results of the election authorizing the levy of special taxes within the CFDs shall now be declared.”
 - MAYOR: City Clerk to Announce the Election Results:
- d. Motion to Adopt Resolution NO. 2022-0107 RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)
 - e. Motion to Adopt Resolution NO. 2022-0108 RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)
 - f. Motion to Adopt Resolution NO. 2022-0109 RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)

ADMINISTRATIVE AGENDA

- 6. Report, Discuss, and Possible Approval of Resolution No. 2022- 0110 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING CITY MANAGER AS AUTHORIZED REPRESENTATIVE FOR A FINANCIAL ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD
- 7. Report, Discuss, and Possible Approval of Resolution No. 2022- 0111 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND AUTHORIZING CITY MANAGER TO APPLY, BORROW AND TO GRANT SECURITY.

8. Report, Discuss, and Possible Approval of Resolution No. 2022-0112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING WITH KERN COUNCIL OF GONVERNMENTS FOR ADDITIONAL FUNDING FOR EV CHARGING STATION.

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 September 16, 2022.

Francisca Alvarado
Francisca Alvarado, City Clerk

Peter Cosentini, Assistant City Manager

Kenneth Williams, City Manager/ Chief of Police

Next Meeting: Regular City Council October 13, 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 8/24/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advanced Data Storage - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	0151829	08/23/2022	Inv. 151829 07/31/22	01-150-52200-0000-1	75.90
Vendor Advanced Data Storage - Advanced Data Storage, Inc. Total:					75.90
Vendor: Alliance Printing As - Alliance Printing Associates, Inc					
Alliance Printing Associates, Inc	7356001	08/23/2022	Inv. 7356001 - Community Outr...	01-150-57400-0000-1	872.47
Vendor Alliance Printing As - Alliance Printing Associates, Inc Total:					872.47
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0021950	08/25/2022	American Fidelity Accident 2* P...	30-22800-0000-1	15.41
American Fidelity	INV0021951	08/25/2022	Life 1	30-22900-0000-1	15.43
American Fidelity	INV0021952	08/25/2022	American Fidelity - Disability In...	01-22700-0000-1	74.14
American Fidelity	INV0021952	08/25/2022	American Fidelity - Disability In...	30-22700-0000-1	82.15
American Fidelity	INV0021952	08/25/2022	American Fidelity - Disability In...	31-22700-0000-1	8.59
American Fidelity	INV0021952	08/25/2022	American Fidelity - Disability In...	32-22700-0000-1	39.61
American Fidelity	INV0021953	08/25/2022	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0021953	08/25/2022	Health FSA	32-22600-0000-1	25.00
American Fidelity	INV0021954	08/25/2022	Life 1	01-22900-0000-1	42.28
American Fidelity	INV0021954	08/25/2022	Life 1	30-22900-0000-1	58.34
American Fidelity	INV0021954	08/25/2022	Life 1	31-22900-0000-1	9.14
American Fidelity	INV0021954	08/25/2022	Life 1	32-22900-0000-1	27.97
American Fidelity	INV0021955	08/25/2022	Life 2	01-22900-0000-1	1.52
American Fidelity	INV0021955	08/25/2022	Life 2	30-22900-0000-1	21.68
American Fidelity	INV0021955	08/25/2022	Life 2	32-22900-0000-1	1.14
American Fidelity	INV0021956	08/25/2022	Life 3	01-22900-0000-1	1.39
American Fidelity	INV0021956	08/25/2022	Life 3	30-22900-0000-1	1.05
American Fidelity	INV0021956	08/25/2022	Life 3	32-22900-0000-1	1.04
American Fidelity	INV0021957	08/25/2022	Life 3	01-22900-0000-1	1.63
American Fidelity	INV0021957	08/25/2022	Life 3	30-22900-0000-1	1.22
American Fidelity	INV0021957	08/25/2022	Life 3	32-22900-0000-1	1.23
American Fidelity	INV0021958	08/25/2022	Life 3	01-22900-0000-1	1.36
American Fidelity	INV0021958	08/25/2022	Life 3	30-22900-0000-1	1.02
American Fidelity	INV0021958	08/25/2022	Life 3	32-22900-0000-1	1.01
American Fidelity	INV0021974	08/25/2022	Cancer 1 American Fidelity	30-22950-0000-1	5.54
American Fidelity	INV0021975	08/25/2022	Cancer 2* - American Fidelity Pr...	30-22950-0000-1	16.50
American Fidelity	INV0021993	08/25/2022	American Fidelity Accident 1	01-22800-0000-1	34.75
American Fidelity	INV0021994	08/25/2022	American Fidelity Accident 2* P...	01-22800-0000-1	8.66
American Fidelity	INV0021995	08/25/2022	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0021996	08/25/2022	American Fidelity - Disability In...	01-22700-0000-1	296.35
American Fidelity	INV0021997	08/25/2022	Health FSA	01-22600-0000-1	14.04
American Fidelity	INV0021997	08/25/2022	Health FSA	30-22600-0000-1	2.60
American Fidelity	INV0021997	08/25/2022	Health FSA	32-22600-0000-1	2.59
American Fidelity	INV0021998	08/25/2022	Life 1	01-22900-0000-1	133.82
American Fidelity	INV0021999	08/25/2022	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0022011	08/25/2022	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					1,014.77
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	19527	08/23/2022	19527	01-310-52200-0000-1	100.00
American Office Solutions, LLC	19528	08/23/2022	19528	01-310-52200-0000-1	200.00
American Office Solutions, LLC	19529	08/23/2022	19529	01-310-52200-0000-1	100.00
American Office Solutions, LLC	19530	08/23/2022	19530	01-310-52200-0000-1	800.00
American Office Solutions, LLC	19441	08/30/2022	19441	01-310-52200-0000-1	128.55
American Office Solutions, LLC	19526	08/30/2022	19526	01-310-52200-0000-1	800.00
American Office Solutions, LLC	19419	08/31/2022	19419	01-310-52200-0000-1	73.07
American Office Solutions, LLC	19472	08/31/2022	19472	01-310-52200-0000-1	76.58

Expense Approval Report

Payment Dates: 8/24/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Office Solutions, LLC	19481	08/31/2022	19481	01-310-52200-0000-1	3,600.00
American Office Solutions, LLC	19546	08/31/2022	19546	01-310-52200-0000-1	300.00
American Office Solutions, LLC	19557	08/31/2022	19557	26-110-53100-8550-1	100.00
American Office Solutions, LLC	19567	08/31/2022	19567	26-110-53100-8550-1	1,040.13
American Office Solutions, LLC	19613	08/31/2022	19613	01-310-52200-0000-1	2,295.98
American Office Solutions, LLC	19620	08/31/2022	19620	01-310-52200-0000-1	53.45
American Office Solutions, LLC	19621	08/31/2022	19621	01-310-52200-0000-1	178.72
American Office Solutions, LLC	19624	08/31/2022	19624	01-310-52200-0000-1	24.10
American Office Solutions, LLC	19628	08/31/2022	19628	26-110-53100-8550-1	679.63
American Office Solutions, LLC	19629	08/31/2022	19629	26-110-53100-8550-1	3,500.00
American Office Solutions, LLC	19656	08/31/2022	19656	01-310-52200-0000-1	785.23
American Office Solutions, LLC	19668	08/31/2022	19668	01-310-52200-0000-1	400.00
American Office Solutions, LLC	19726	08/31/2022	19726	01-310-52200-0000-1	600.00
Vendor American Office Solu - American Office Solutions, LLC Total:					15,835.44

Vendor: Battery Systems - Battery Systems

Battery Systems	7735239	08/23/2022	INV 7735239 B-Core CB12-115	01-180-56410-0000-1	344.37
Vendor Battery Systems - Battery Systems Total:					344.37

Vendor: BHT Engineering, Inc - BHT Engineering, Inc.

BHT Engineering, Inc.	22-389	08/31/2022	INV No. 22-389 EV Charging Stat...	25-000-52910-8405-1	420.00
BHT Engineering, Inc.	22-390	08/31/2022	INV 22-390 General Engineering	26-110-53100-8530-1	800.00
BHT Engineering, Inc.	22-391	08/31/2022	INV 22-391 Transit Station @ In...	25-000-52910-8410-1	647.50
BHT Engineering, Inc.	22-392	08/31/2022	INV 22-392 San Juan St Sherwo...	25-000-52960-8490-1	332.50
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					2,200.00

Vendor: Business Card - Business Card

Business Card	INV0021983	08/23/2022	CC# 7550 - Safelite Auto Glass (...)	01-150-56600-0000-1	451.25
Vendor Business Card - Business Card Total:					451.25

Vendor: Cannon - Cannon

Cannon	79714	08/23/2022	INV 79714 Professional Services...	30-500-56000-0000-1	400.00
Cannon	80418	08/23/2022	INV 80418 Prof Serv through Ap...	30-500-56000-0000-1	80.00
Cannon	80674	08/23/2022	INV 80674 SRF Prof. Services th...	30-500-53600-0000-1	464.00
Cannon	81297	08/30/2022	Elmo Hwy Medical - Inv No 812...	01-140-41400-8449-1	580.00
Vendor Cannon - Cannon Total:					1,524.00

Vendor: CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc.

CenCal Auto & Truck Parts, Inc.	819006	08/23/2022	INV 819006 Coveralls	30-500-57400-0000-1	214.50
CenCal Auto & Truck Parts, Inc.	819556	08/23/2022	INV 819556 Battery Core Deposit	01-180-56430-0000-1	174.66
CenCal Auto & Truck Parts, Inc.	819556	08/23/2022	INV 819556 Battery Core Deposit	32-510-56410-0000-1	174.66
CenCal Auto & Truck Parts, Inc.	821873	08/30/2022	INV 821873 Cap SCRW Locknut	32-510-57400-0000-1	8.07
Vendor CenCal Auto & Truck - CenCal Auto & Truck Parts, Inc. Total:					571.89

Vendor: Core & Main LP - Core & Main LP

Core & Main LP	Q941175	08/23/2022	INV Q941175 Supplies	32-510-57400-0000-1	429.00
Core & Main LP	R101617	08/31/2022	INV R101617 Misc Supplies	32-510-57400-0000-1	843.29
Core & Main LP	R266218	08/31/2022	INV R266218 Misc Supplies	32-510-57400-0000-1	1,372.80
Core & Main LP	R430832	08/31/2022	INV R430832 4PVC SCH40 & Ru...	32-510-57400-0000-1	403.96
Core & Main LP	R437702	08/31/2022	INV R437702 B12 ConC Meter B...	32-510-57400-0000-1	94.58
Core & Main LP	R474413	08/31/2022	INV R474413 3 FH14 Hydrant M...	32-510-57400-0000-1	1,052.92
Vendor Core & Main LP - Core & Main LP Total:					4,196.55

Vendor: Creative Financial - Creative Financial

Creative Financial	122330214	08/31/2022	122330214	01-115-52200-0000-1	909.51
Creative Financial	122330214	08/31/2022	122330214	30-500-52200-0000-1	682.12
Creative Financial	122330214	08/31/2022	122330214	32-510-52200-0000-1	682.12
Vendor Creative Financial - Creative Financial Total:					2,273.75

Vendor: DOM Solar - DOM Solar Lessor LTD.

DOM Solar Lessor LTD.	25461920	08/23/2022	25461920	32-510-58000-0000-1	8,210.64
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					8,210.64

Vendor: EDD - EDD

EDD	INV0021979	08/25/2022	State Income Tax Withholding	01-22200-0000-1	477.20
EDD	INV0021979	08/25/2022	State Income Tax Withholding	20-22200-0000-1	8.59

Expense Approval Report

Payment Dates: 8/24/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0021979	08/25/2022	State Income Tax Withholding	30-22200-0000-1	476.09
EDD	INV0021979	08/25/2022	State Income Tax Withholding	31-22200-0000-1	91.93
EDD	INV0021979	08/25/2022	State Income Tax Withholding	32-22200-0000-1	180.42
EDD	INV0021980	08/25/2022	SDI - State Disability Insurance	01-22200-0000-1	185.24
EDD	INV0021980	08/25/2022	SDI - State Disability Insurance	20-22200-0000-1	25.34
EDD	INV0021980	08/25/2022	SDI - State Disability Insurance	30-22200-0000-1	153.72
EDD	INV0021980	08/25/2022	SDI - State Disability Insurance	31-22200-0000-1	34.39
EDD	INV0021980	08/25/2022	SDI - State Disability Insurance	32-22200-0000-1	102.56
EDD	INV0021981	08/25/2022	State Unemployment Insurance	30-22250-0000-1	31.87
EDD	INV0021981	08/25/2022	State Unemployment Insurance	31-22250-0000-1	31.87
EDD	INV0021981	08/25/2022	State Unemployment Insurance	32-22250-0000-1	32.83
EDD	INV0022014	08/25/2022	State Income Tax Withholding	01-22200-0000-1	1,962.61
EDD	INV0022014	08/25/2022	State Income Tax Withholding	30-22200-0000-1	56.38
EDD	INV0022014	08/25/2022	State Income Tax Withholding	31-22200-0000-1	54.36
EDD	INV0022014	08/25/2022	State Income Tax Withholding	32-22200-0000-1	56.37
EDD	INV0022015	08/25/2022	SDI - State Disability Insurance	01-22200-0000-1	711.94
EDD	INV0022015	08/25/2022	SDI - State Disability Insurance	30-22200-0000-1	12.85
EDD	INV0022015	08/25/2022	SDI - State Disability Insurance	31-22200-0000-1	9.78
EDD	INV0022015	08/25/2022	SDI - State Disability Insurance	32-22200-0000-1	12.85
EDD	INV0022016	08/25/2022	State Unemployment Insurance	01-22250-0000-1	249.28
EDD	INV0022016	08/25/2022	State Unemployment Insurance	30-22250-0000-1	1.02
EDD	INV0022016	08/25/2022	State Unemployment Insurance	32-22250-0000-1	1.02
Vendor EDD - EDD Total:					4,960.51

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Payment ...	INV0021977	08/25/2022	Federal Income Tax Withholding	01-22050-0000-1	1,363.16
Electronic Federal Tax Payment ...	INV0021977	08/25/2022	Federal Income Tax Withholding	20-22050-0000-1	50.27
Electronic Federal Tax Payment ...	INV0021977	08/25/2022	Federal Income Tax Withholding	30-22050-0000-1	1,280.22
Electronic Federal Tax Payment ...	INV0021977	08/25/2022	Federal Income Tax Withholding	31-22050-0000-1	209.29
Electronic Federal Tax Payment ...	INV0021977	08/25/2022	Federal Income Tax Withholding	32-22050-0000-1	422.49
Electronic Federal Tax Payment ...	INV0021978	08/25/2022	Social Security	01-22100-0000-1	2,088.24
Electronic Federal Tax Payment ...	INV0021978	08/25/2022	Social Security	20-22100-0000-1	285.68
Electronic Federal Tax Payment ...	INV0021978	08/25/2022	Social Security	30-22100-0000-1	1,732.88
Electronic Federal Tax Payment ...	INV0021978	08/25/2022	Social Security	31-22100-0000-1	387.70
Electronic Federal Tax Payment ...	INV0021978	08/25/2022	Social Security	32-22100-0000-1	1,156.10
Electronic Federal Tax Payment ...	INV0021982	08/25/2022	Medicare	01-22150-0000-1	488.34
Electronic Federal Tax Payment ...	INV0021982	08/25/2022	Medicare	20-22150-0000-1	66.82
Electronic Federal Tax Payment ...	INV0021982	08/25/2022	Medicare	30-22150-0000-1	405.26
Electronic Federal Tax Payment ...	INV0021982	08/25/2022	Medicare	31-22150-0000-1	90.66
Electronic Federal Tax Payment ...	INV0021982	08/25/2022	Medicare	32-22150-0000-1	270.42
Electronic Federal Tax Payment ...	INV0022012	08/25/2022	Federal Income Tax Withholding	01-22050-0000-1	4,694.33
Electronic Federal Tax Payment ...	INV0022012	08/25/2022	Federal Income Tax Withholding	30-22050-0000-1	119.64
Electronic Federal Tax Payment ...	INV0022012	08/25/2022	Federal Income Tax Withholding	31-22050-0000-1	111.02
Electronic Federal Tax Payment ...	INV0022012	08/25/2022	Federal Income Tax Withholding	32-22050-0000-1	119.64
Electronic Federal Tax Payment ...	INV0022013	08/25/2022	Social Security	01-22100-0000-1	8,025.52
Electronic Federal Tax Payment ...	INV0022013	08/25/2022	Social Security	30-22100-0000-1	144.84
Electronic Federal Tax Payment ...	INV0022013	08/25/2022	Social Security	31-22100-0000-1	110.28
Electronic Federal Tax Payment ...	INV0022013	08/25/2022	Social Security	32-22100-0000-1	144.86
Electronic Federal Tax Payment ...	INV0022017	08/25/2022	Medicare	01-22150-0000-1	1,876.98
Electronic Federal Tax Payment ...	INV0022017	08/25/2022	Medicare	30-22150-0000-1	33.88
Electronic Federal Tax Payment ...	INV0022017	08/25/2022	Medicare	31-22150-0000-1	25.80
Electronic Federal Tax Payment ...	INV0022017	08/25/2022	Medicare	32-22150-0000-1	33.84
Vendor EFTPS - Electronic Federal Tax Payment System Total:					25,738.16

Vendor: Fastlane Food Store - Fastlane Food Store

Fastlane Food Store	460007	08/23/2022	Fuel - Unit 29 - 07/06/22 Inv.46...	01-150-54000-0000-1	71.33
Fastlane Food Store	460009	08/23/2022	Fuel - Unit 39 - 07/06/22 Inv.46...	01-150-54000-0000-1	40.93
Fastlane Food Store	460011	08/23/2022	Fuel - Unit 38 - 07/07/22 Inv.46...	01-150-54000-0000-1	48.56
Fastlane Food Store	460016	08/23/2022	Fuel - Unit 29 - 07/07/22 Inv.46...	01-150-54000-0000-1	69.24
Fastlane Food Store	460019	08/23/2022	Fuel - Unit 38 - 07/08/22 Inv.46...	01-150-54000-0000-1	65.35
Fastlane Food Store	460026	08/23/2022	Fuel - Unit 29 - 07/12/22 Inv.46...	01-150-54000-0000-1	58.34
Fastlane Food Store	460052	08/23/2022	Fuel - Unit 26 - 07/27/22 Inv.46...	01-150-54000-0000-1	80.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fastlane Food Store	460070	08/23/2022	Fuel - Unit 26 - 07/26/22 Inv.46...	01-150-54000-0000-1	58.86
Fastlane Food Store	460073	08/23/2022	Fuel - Unit 26 - 07/25/22 Inv.46...	01-150-54000-0000-1	88.79
Fastlane Food Store	460084	08/23/2022	Fuel - Unit 26 - 07/21/22 Inv.46...	01-150-54000-0000-1	87.47
Fastlane Food Store	460086	08/23/2022	Fuel - Unit 33 - 07/20/22 Inv.46...	01-150-54000-0000-1	125.87
Fastlane Food Store	460087	08/23/2022	Fuel - Unit 38 - 07/21/22 Inv.46...	01-150-54000-0000-1	78.21
Fastlane Food Store	460088	08/23/2022	Fuel - Unit 26 - 07/20/22 Inv.46...	01-150-54000-0000-1	87.15
Fastlane Food Store	460089	08/23/2022	Fuel - Unit 38 - 07/20/22 Inv.46...	01-150-54000-0000-1	76.62
Fastlane Food Store	460094	08/23/2022	Fuel - Unit 40 - 07/19/22 Inv.46...	01-150-54000-0000-1	62.93
Fastlane Food Store	460096	08/23/2022	Fuel - Unit 33 - 07/19/22 Inv.46...	01-150-54000-0000-1	62.95
Fastlane Food Store	460097	08/23/2022	Fuel - Unit 26 - 07/19/22 Inv.46...	01-150-54000-0000-1	72.53
Fastlane Food Store	460100	08/23/2022	Fuel - Unit 33 - 07/19/22 Inv.46...	01-150-54000-0000-1	45.64
Fastlane Food Store	460115	08/23/2022	Fuel - Unit 26 - 08/10/22 Inv.46...	01-150-54000-0000-1	54.03
Fastlane Food Store	461958	08/23/2022	Fuel - Unit 38 - 07/06/22 Inv.46...	01-150-54000-0000-1	69.15
Fastlane Food Store	461969	08/23/2022	Fuel - Unit 39 - 07/05/22 Inv.46...	01-150-54000-0000-1	48.50
Fastlane Food Store	461980	08/23/2022	Fuel - Unit 38 - 07/05/22 Inv.46...	01-150-54000-0000-1	61.22
Fastlane Food Store	461987	08/23/2022	Fuel - Unit 36 - 07/04/22 Inv.46...	01-150-54000-0000-1	72.50
Vendor Fastlane Food Store - Fastlane Food Store Total:					1,586.41

Vendor: ALV100 - Francisca Alvarado

Francisca Alvarado	INV0022019	08/30/2022	Cookies & Water Regular City C...	01-105-57100-0000-1	32.27
Francisca Alvarado	INV0022025	09/01/2022	F. Alvarado Travel & Meeting E...	01-105-52000-0000-1	13.12
Francisca Alvarado	INV0022025	09/01/2022	F. Alvarado Travel & Meeting E...	30-500-52000-0000-1	9.84
Francisca Alvarado	INV0022025	09/01/2022	F. Alvarado Travel & Meeting E...	32-510-52000-0000-1	9.84
Vendor ALV100 - Francisca Alvarado Total:					65.07

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	661-792-3058 08162022	08/23/2022	661-792-3058 08162022	01-190-57800-0000-1	125.21
Frontier California Inc.	661-792-3058 08162022	08/23/2022	661-792-3058 08162022	30-500-57800-0000-1	125.21
Frontier California Inc.	661-792-3058 08162022	08/23/2022	661-792-3058 08162022	31-505-57800-0000-1	125.21
Frontier California Inc.	661-792-3058 08162022	08/23/2022	661-792-3058 08162022	32-510-57800-0000-1	125.21
Frontier California Inc.	661-792-3058 08162022	08/23/2022	661-792-3058 08162022	34-520-57800-0000-1	55.65
Frontier California Inc.	661-792-3164 08012022	08/23/2022	661-792-3164 080122	01-185-57800-0000-1	61.17
Frontier California Inc.	530-198-2194 08222022	08/30/2022	530-198-2194 08222022	32-510-57800-0000-1	116.14
Frontier California Inc.	661-792-3437 08192022	08/30/2022	661-792-3437 08192022	01-185-57800-0000-1	83.32
Frontier California Inc.	661-792-2121 08162022	08/31/2022	661-792-2121 08162022	01-150-57800-0000-1	884.48
Vendor Frontier - Frontier California Inc. Total:					1,701.60

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	336020	08/30/2022	336020	01-115-54000-0000-1	1,457.14
Gregs Petroleum	336551	08/30/2022	336551	01-115-54000-0000-1	1,144.47
Gregs Petroleum	337386	08/30/2022	337386	01-115-54000-0000-1	1,514.34
Vendor Gregs Petroleum - Gregs Petroleum Total:					4,115.95

Vendor: Haaker Equipment Co. - Haaker Equipment Co.

Haaker Equipment Co.	W1A02W	08/23/2022	INV W1A02W Battery	30-500-56410-0000-1	1,054.00
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					1,054.00

Vendor: Visual Edge - Image Source

Image Source	25AR1494835	08/30/2022	25AR1494835	01-130-54800-0000-1	490.03
Vendor Visual Edge - Image Source Total:					490.03

Vendor: LOP125 - Jessica Lopez

Jessica Lopez	INV0021984	08/23/2022	Meals & Incidental Expenses / L...	01-150-52000-0000-1	823.65
Jessica Lopez	INV0021984	08/23/2022	Fuel (Garden Grove, CA)	01-150-54000-0000-1	206.25
Jessica Lopez	INV0021985	08/23/2022	Meals & Incidental Expenses / L...	01-150-52000-0000-1	680.92
Jessica Lopez	INV0021985	08/23/2022	Fuel (Garden Grove, CA)	01-150-54000-0000-1	206.25
Vendor LOP125 - Jessica Lopez Total:					1,917.07

Vendor: Jim Burke - Jim Burke

Jim Burke	25021	08/30/2022	FORD CATALAC CONVERTER 20...	01-155-56600-0000-1	1,648.82
Vendor Jim Burke - Jim Burke Total:					1,648.82

Vendor: Jim White - Jim White

Jim White	INV0022018	08/30/2022	Marathon Awards mailing via U...	01-24600-8207-1	94.94
Vendor Jim White - Jim White Total:					94.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: John Hancock - John Hancock					
John Hancock	INV0021947	08/25/2022	401K - Employer	01-20800-0000-1	1,121.74
John Hancock	INV0021947	08/25/2022	401K - Employer	30-20800-0000-1	818.82
John Hancock	INV0021947	08/25/2022	401K - Employer	31-20800-0000-1	254.70
John Hancock	INV0021947	08/25/2022	401K - Employer	32-20800-0000-1	413.40
John Hancock	INV0021948	08/25/2022	401K - Employee	01-20800-0000-1	713.80
John Hancock	INV0021948	08/25/2022	401K - Employee	20-20800-0000-1	39.31
John Hancock	INV0021948	08/25/2022	401K - Employee	30-20800-0000-1	378.76
John Hancock	INV0021948	08/25/2022	401K - Employee	31-20800-0000-1	239.80
John Hancock	INV0021948	08/25/2022	401K - Employee	32-20800-0000-1	258.79
John Hancock	INV0021949	08/25/2022	401K - Employer	20-20800-0000-1	131.04
John Hancock	INV0021949	08/25/2022	401K - Employer	30-20800-0000-1	49.53
John Hancock	INV0021949	08/25/2022	401K - Employer	31-20800-0000-1	46.98
John Hancock	INV0021949	08/25/2022	401K - Employer	32-20800-0000-1	30.47
John Hancock	INV0021959	08/25/2022	401K Loan 1	32-20800-0000-1	32.25
John Hancock	INV0021960	08/25/2022	401K Loan 1	30-20800-0000-1	100.02
John Hancock	INV0021961	08/25/2022	401K Loan 1	01-20800-0000-1	45.90
John Hancock	INV0021962	08/25/2022	401K Loan 2	01-20800-0000-1	21.14
John Hancock	INV0021962	08/25/2022	401K Loan 2	30-20800-0000-1	15.86
John Hancock	INV0021962	08/25/2022	401K Loan 2	32-20800-0000-1	15.85
John Hancock	INV0021963	08/25/2022	401K Loan 3	01-20800-0000-1	35.74
John Hancock	INV0021963	08/25/2022	401K Loan 3	30-20800-0000-1	26.81
John Hancock	INV0021963	08/25/2022	401K Loan 3	32-20800-0000-1	26.78
John Hancock	INV0021964	08/25/2022	401K Loan 4	01-20800-0000-1	131.83
John Hancock	INV0021965	08/25/2022	401K Loan 5	01-20800-0000-1	157.75
John Hancock	INV0021966	08/25/2022	401K Loan 4	01-20800-0000-1	17.08
John Hancock	INV0021966	08/25/2022	401K Loan 4	30-20800-0000-1	34.17
John Hancock	INV0021966	08/25/2022	401K Loan 4	32-20800-0000-1	34.17
John Hancock	INV0021967	08/25/2022	401K Loan 4	01-20800-0000-1	19.68
John Hancock	INV0021967	08/25/2022	401K Loan 4	30-20800-0000-1	39.37
John Hancock	INV0021967	08/25/2022	401K Loan 4	32-20800-0000-1	39.37
John Hancock	INV0021968	08/25/2022	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0021968	08/25/2022	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0021969	08/25/2022	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0021969	08/25/2022	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0021970	08/25/2022	401k Contribution	01-20800-0000-1	204.37
John Hancock	INV0021971	08/25/2022	401k Contribution	01-20800-0000-1	78.76
John Hancock	INV0021971	08/25/2022	401k Contribution	30-20800-0000-1	157.53
John Hancock	INV0021971	08/25/2022	401k Contribution	32-20800-0000-1	157.53
John Hancock	INV0021972	08/25/2022	401k Contribution	30-20800-0000-1	255.20
John Hancock	INV0021973	08/25/2022	401k Contribution	01-20800-0000-1	193.30
John Hancock	INV0021973	08/25/2022	401k Contribution	20-20800-0000-1	5.98
John Hancock	INV0021991	08/25/2022	401K - Employer	01-20800-0000-1	3,315.39
John Hancock	INV0021991	08/25/2022	401K - Employer	30-20800-0000-1	20.51
John Hancock	INV0021991	08/25/2022	401K - Employer	32-20800-0000-1	20.51
John Hancock	INV0021992	08/25/2022	401K - Employee	01-20800-0000-1	1,167.86
John Hancock	INV0021992	08/25/2022	401K - Employee	30-20800-0000-1	4.10
John Hancock	INV0021992	08/25/2022	401K - Employee	32-20800-0000-1	4.10
John Hancock	INV0022000	08/25/2022	401K Loan 1	01-20800-0000-1	138.52
John Hancock	INV0022001	08/25/2022	401K Loan 1	01-20800-0000-1	117.75
John Hancock	INV0022002	08/25/2022	401k Contribution	01-20800-0000-1	275.46
John Hancock	INV0022003	08/25/2022	401k Contribution	01-20800-0000-1	159.68
John Hancock	INV0022004	08/25/2022	401k Contribution	01-20800-0000-1	298.89
John Hancock	INV0022005	08/25/2022	401k Contribution	01-20800-0000-1	281.57
John Hancock	INV0022006	08/25/2022	401k Contribution	01-20800-0000-1	268.89
John Hancock	INV0022007	08/25/2022	401k Contribution	01-20800-0000-1	246.88
John Hancock	INV0022008	08/25/2022	401k Contribution	01-20800-0000-1	267.96
John Hancock	INV0022009	08/25/2022	401k Contribution	01-20800-0000-1	281.22
John Hancock	INV0022010	08/25/2022	401k Contribution	01-20800-0000-1	569.71
John Hancock	INV0022010	08/25/2022	401k Contribution	30-20800-0000-1	113.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0022010	08/25/2022	401k Contribution	31-20800-0000-1	113.94
John Hancock	INV0022010	08/25/2022	401k Contribution	32-20800-0000-1	113.95
Vendor John Hancock - John Hancock Total:					14,327.06
Vendor: RIV-200 - Jose R. Rivera					
Jose R. Rivera	INV0021990	08/23/2022	REIMBURSEMENT TRAVEL ACO ...	01-155-52000-0000-1	297.70
Vendor RIV-200 - Jose R. Rivera Total:					297.70
Vendor: Kenneth - Kenneth Williams					
Kenneth Williams	INV0022024	09/01/2022	K. Williams Travel & Meeting Ex...	01-110-52000-0000-1	709.75
Kenneth Williams	INV0022024	09/01/2022	K. Williams Travel & Meeting Ex...	30-500-52000-0000-1	1,277.55
Kenneth Williams	INV0022024	09/01/2022	K. Williams Travel & Meeting Ex...	31-505-52000-0000-1	425.85
Kenneth Williams	INV0022024	09/01/2022	K. Williams Travel & Meeting Ex...	32-510-52000-0000-1	425.85
Vendor Kenneth - Kenneth Williams Total:					2,839.00
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	512307 / 516488	08/23/2022	KEOFRAN INV 512307 & 516488	01-155-51100-0000-1	441.00
Vendor KOEFRAN - Koefran Industries, Inc. Total:					441.00
Vendor: LEXIPOL LLC - LEXIPOL LLC					
LEXIPOL LLC	INVLEX11729	08/30/2022	INVLEX11729	01-130-52200-0000-1	897.98
LEXIPOL LLC	INVLEX11729	08/30/2022	INVLEX11729	30-500-52200-0000-1	1,346.96
LEXIPOL LLC	INVLEX11729	08/30/2022	INVLEX11729	32-510-52200-0000-1	1,346.96
Vendor LEXIPOL LLC - LEXIPOL LLC Total:					3,591.90
Vendor: Maria Perez - Maria Perez					
Maria Perez	INV0022021	09/01/2022	M. Perez Travel & Meeting Exp....	01-105-52000-0000-1	96.56
Maria Perez	INV0022021	09/01/2022	M. Perez Travel & Meeting Exp....	30-500-52000-0000-1	93.72
Maria Perez	INV0022021	09/01/2022	M. Perez Travel & Meeting Exp....	32-510-52000-0000-1	93.72
Vendor Maria Perez - Maria Perez Total:					284.00
Vendor: Mario Sanchez - Mario Sanchez					
Mario Sanchez	07142022	08/23/2022	Inv for 07.14. 2022 Interpresti...	01-105-56000-0000-1	300.00
Mario Sanchez	07282022	08/23/2022	Inv 07.28. 2022 Interpreting In...	01-105-56000-0000-1	300.00
Mario Sanchez	08112022	08/23/2022	Inv for 08.11.2022 Interpreting..	01-105-56000-0000-1	300.00
Mario Sanchez	08252022	08/30/2022	Inv 08/25/2022 - Agenda Transl...	01-105-56000-0000-1	150.00
Vendor Mario Sanchez - Mario Sanchez Total:					1,050.00
Vendor: RECREATION & PARK - McFarland Recreation & Park					
McFarland Recreation & Park	INV0021986	08/23/2022	Refund	01-24600-8212-1	500.00
Vendor RECREATION & PARK - McFarland Recreation & Park Total:					500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	26042	08/23/2022	INV 26042 New Tire	20-200-56000-0000-1	200.00
Vendor McFarland Tire - McFarland Tire Total:					200.00
Vendor: McFarland Towing - McFarland Towing LLC					
McFarland Towing LLC	000113	08/23/2022	Inv. 000113 - Tow Services (7/0...	01-150-56000-0000-1	65.00
Vendor McFarland Towing - McFarland Towing LLC Total:					65.00
Vendor: MOTOROLA - Motorola Solutions, Inc					
Motorola Solutions, Inc	1187079885	08/23/2022	1187079885	01-150-44050-0000-1	60,481.14
Vendor MOTOROLA - Motorola Solutions, Inc Total:					60,481.14
Vendor: Municipal Code - Municipal Code					
Municipal Code	00368764	08/30/2022	00368764	01-105-56000-0000-1	850.00
Vendor Municipal Code - Municipal Code Total:					850.00
Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.					
Nutrien Ag Solutions, Inc.	48406778	08/23/2022	INV 48406778 Roundup Power...	01-180-57400-0000-1	671.08
Nutrien Ag Solutions, Inc.	48406778	08/23/2022	INV 48406778 Roundup Power...	20-200-57400-0000-1	671.29
Nutrien Ag Solutions, Inc.	48406778	08/23/2022	INV 48406778 Roundup Power...	32-510-57400-0000-1	671.08
Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:					2,013.45
Vendor: Office Depot - Office Depot					
Office Depot	254521583001	08/23/2022	254521583001	01-110-57400-0000-1	201.24
Office Depot	254521583001	08/23/2022	254521583001	30-500-57400-0000-1	362.23
Office Depot	254521583001	08/23/2022	254521583001	31-505-57400-0000-1	120.74
Office Depot	254521583001	08/23/2022	254521583001	32-510-57400-0000-1	120.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Office Depot	254879756001	08/23/2022	254879756001	01-110-57400-0000-1	209.24
Office Depot	254879756001	08/23/2022	254879756001	01-160-57400-0000-1	369.66
Office Depot	254879756001	08/23/2022	254879756001	30-500-57400-0000-1	116.25
Office Depot	254879756001	08/23/2022	254879756001	31-505-57400-0000-1	69.75
Office Depot	254879756001	08/23/2022	254879756001	32-510-57400-0000-1	69.75
Office Depot	235432714001	08/30/2022	235432714001	30-500-57200-0000-1	148.29
Office Depot	235432714001	08/30/2022	235432714001	31-505-57200-0000-1	148.29
Office Depot	235432714001	08/30/2022	235432714001	32-510-57200-0000-1	197.72
Office Depot	235434927001	08/30/2022	235434927001	30-500-57200-0000-1	7.92
Office Depot	235434927001	08/30/2022	235434927001	31-505-57200-0000-1	7.92
Office Depot	235434927001	08/30/2022	235434927001	32-510-57200-0000-1	10.55
Office Depot	239413786001	08/30/2022	239413786001	01-110-57200-0000-1	28.63
Vendor Office Depot - Office Depot Total:					2,188.92

Vendor: Patricia Treanor-Mur - Patricia Treanor-Muro

Patricia Treanor-Muro	INV0021987	08/23/2022	Deposit Refund Rental	01-24000-0000-1	350.00
Vendor Patricia Treanor-Mur - Patricia Treanor-Muro Total:					350.00

Vendor: Peter Consentini - Peter Consentini

Peter Consentini	INV0021988	08/23/2022	Peter Cosentini 8-17-22 CCMF ...	01-105-56000-0000-1	400.00
Vendor Peter Consentini - Peter Consentini Total:					400.00

Vendor: Phoenix Group - Phoenix Group

Phoenix Group	042022202	08/23/2022	Citation Processing Services - # ...	01-150-52200-0000-1	65.10
Vendor Phoenix Group - Phoenix Group Total:					65.10

Vendor: Principal Life - Principal Life Insurance Company

Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-105-50700-0000-1	5.70
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-110-50700-0000-1	4.81
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-115-50700-0000-1	11.17
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-140-50700-0000-1	9.24
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-150-50700-0000-1	200.20
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-155-50700-0000-1	13.86
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-160-50700-0000-1	1.54
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-165-50700-0000-1	10.24
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-175-50700-0000-1	9.24
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	01-180-50700-0000-1	32.11
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	20-200-50700-0000-1	15.63
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	30-500-50700-0000-1	67.03
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	31-505-50700-0000-1	22.29
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	32-510-50700-0000-1	55.10
Principal Life Insurance Company	1102068-10001 09012022	08/23/2022	Principal September 2022	34-520-50700-0000-1	7.70
Vendor Principal Life - Principal Life Insurance Company Total:					465.86

Vendor: Quinn Co. - Quinn Co.

Quinn Co.	WON60016024	08/31/2022	INV WON600016024 Loan Bank...	32-510-52200-0000-1	2,237.54
Vendor Quinn Co. - Quinn Co. Total:					2,237.54

Vendor: R&F Disposal - R&F Disposal

R&F Disposal	INV0022027	09/06/2022	August 2022 RF Disposal Garba...	01-100-41300-0000-1	-4,115.63
R&F Disposal	INV0022027	09/06/2022	August 2022 RF Disposal Garba...	31-505-42340-0000-1	-2,166.75
R&F Disposal	INV0022027	09/06/2022	August 2022 RF Disposal Garba...	31-505-52400-0000-1	82,312.50
R&F Disposal	INV0022028	09/06/2022	August 2022 RF Disposal Recycl...	31-505-52500-0000-1	11,354.34
R&F Disposal	INV0022029	09/06/2022	August 2022 RF Disposal Organi...	31-505-52400-0000-1	2,126.04
Vendor R&F Disposal - R&F Disposal Total:					89,510.50

Vendor: Raymond's Trophy - Raymond's Trophy

Raymond's Trophy	82693	08/23/2022	INV 82693 Desk wedge - Hodges..	01-105-57200-0000-1	35.45
Raymond's Trophy	82693	08/23/2022	INV 82693 Desk wedge - Hodges..	01-110-57400-0000-1	35.45
Raymond's Trophy	84779	08/23/2022	Inv 84779 Desk wedge and plast..	01-110-57400-0000-1	45.74
Vendor Raymond's Trophy - Raymond's Trophy Total:					116.64

Vendor: Arrowhead - Ready Refresh

Ready Refresh	02H0033594904	08/23/2022	02H0033594904	01-130-57200-0000-1	202.24
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Expense Approval Report

Payment Dates: 8/24/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ready Refresh	22G0017185869	08/23/2022	22G0017185869	01-130-57200-0000-1	230.82
Vendor Arrowhead - Ready Refresh Total:					433.06
Vendor: Ricardo Cano - Ricardo Cano					
Ricardo Cano	INV0022023	09/01/2022	R. Cano Travel & Meeting Exp. ...	01-105-52000-0000-1	164.56
Ricardo Cano	INV0022023	09/01/2022	R. Cano Travel & Meeting Exp. ...	30-500-52000-0000-1	159.72
Ricardo Cano	INV0022023	09/01/2022	R. Cano Travel & Meeting Exp. ...	32-510-52000-0000-1	159.72
Vendor Ricardo Cano - Ricardo Cano Total:					484.00
Vendor: SALLY - Sally Gonzalez					
Sally Gonzalez	INV0022022	09/01/2022	S. Tafoya Travel & Meeting Exp....	01-105-52000-0000-1	164.56
Sally Gonzalez	INV0022022	09/01/2022	S. Tafoya Travel & Meeting Exp....	30-500-52000-0000-1	159.72
Sally Gonzalez	INV0022022	09/01/2022	S. Tafoya Travel & Meeting Exp....	32-510-52000-0000-1	159.72
Vendor SALLY - Sally Gonzalez Total:					484.00
Vendor: Ayo100 - Saul Ayon					
Saul Ayon	INV0022020	09/01/2022	S. Ayon Travel & Meeting Exp. ...	01-105-52000-0000-1	96.56
Saul Ayon	INV0022020	09/01/2022	S. Ayon Travel & Meeting Exp. ...	30-500-52000-0000-1	93.72
Saul Ayon	INV0022020	09/01/2022	S. Ayon Travel & Meeting Exp. ...	32-510-52000-0000-1	93.72
Vendor Ayo100 - Saul Ayon Total:					284.00
Vendor: SC COMMUNICATIONS, - SC COMMUNICATIONS,					
SC COMMUNICATIONS,	10834	08/30/2022	INV 10834 Battery	01-180-56410-0000-1	554.79
SC COMMUNICATIONS,	10834	08/30/2022	INV 10834 Battery	32-510-56410-0000-1	554.79
Vendor SC COMMUNICATIONS, - SC COMMUNICATIONS, Total:					1,109.58
Vendor: Sierra Construction - Sierra Construction & Excavation, Inc.					
Sierra Construction & Excavatio...	2000-6537	08/23/2022	INV 2000-6537 Water Leak Rep...	32-510-56400-0000-1	13,945.39
Vendor Sierra Construction - Sierra Construction & Excavation, Inc. Total:					13,945.39
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	25461926	08/23/2022	25461926	30-500-58000-0000-1	17,673.11
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					17,673.11
Vendor: SPD - SPD					
SPD	18547	08/30/2022	INV 18547 Water Report Newsl...	32-510-55800-0000-1	2,922.75
Vendor SPD - SPD Total:					2,922.75
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	180470-0	08/23/2022	Inv. 180470-0 8/03/22	01-150-57200-0000-1	54.29
Stinson Stationers, Inc.	173656-0	08/30/2022	173656-0	01-130-57200-0000-1	115.26
Stinson Stationers, Inc.	173656-0	08/30/2022	173656-0	30-500-57200-0000-1	115.27
Stinson Stationers, Inc.	173656-0	08/30/2022	173656-0	31-505-57200-0000-1	115.27
Stinson Stationers, Inc.	173656-0	08/30/2022	173656-0	32-510-57200-0000-1	115.27
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					515.36
Vendor: Stockdale Aire, Inc. - Stockdale Aire, Inc.					
Stockdale Aire, Inc.	83254	08/30/2022	INV I-83254-1 Refridgerant R-1...	30-500-56410-0000-1	199.00
Vendor Stockdale Aire, Inc. - Stockdale Aire, Inc. Total:					199.00
Vendor: Supplyworks - Supplyworks Inc					
Supplyworks Inc	687913475	08/23/2022	INV 6877913475 Paper Towel a...	01-190-57400-0000-1	1,190.89
Supplyworks Inc	690224738	08/23/2022	INV 690224738 Bleach and Bath..	01-190-57400-0000-1	429.73
Supplyworks Inc	692761554	08/23/2022	INV 692761554 Bath Tissue	01-190-57400-0000-1	166.39
Vendor Supplyworks - Supplyworks Inc Total:					1,787.01
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	0722109839	08/23/2022	Inv 0722109839 Ad #88698 Not...	01-105-55800-0000-1	437.76
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					437.76
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	10630	08/31/2022	INV 10630 Ant and Spider Spray	01-185-52200-0000-1	100.00
Torpedo Pest Control	10630	08/31/2022	INV 10630 Ant and Spider Spray	01-190-52200-0000-1	100.00
Vendor Torpedo - Torpedo Pest Control Total:					200.00
Vendor: TGLX, Inc - Truck Gear by Line-X of Delano					
Truck Gear by Line-X of Delano	10404	08/23/2022	INV 10404 A Bedliner Spray and...	32-510-56600-0000-1	536.85
Truck Gear by Line-X of Delano	10519	08/23/2022	INV 10519 A Repair Special Ord...	01-160-56600-0000-1	415.91
Truck Gear by Line-X of Delano	10533	08/23/2022	INV 10533 A Silverado Installm...	26-110-53100-8550-1	1,923.74

Expense Approval Report

Payment Dates: 8/24/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Truck Gear by Line-X of Delano	10537	08/23/2022	INV 10537 A Silverado Installm...	26-110-53100-8550-1	1,923.74
Truck Gear by Line-X of Delano	10540	08/23/2022	INV 10540 A Silverado Installm...	26-110-53100-8550-1	1,923.74
Truck Gear by Line-X of Delano	10541	08/23/2022	INV 10541 A Silverado Installm...	26-110-53100-8550-1	1,923.74
Truck Gear by Line-X of Delano	10429	08/30/2022	INV 10429 A Standard Spray On...	01-180-56600-0000-1	42.22
Vendor TGLX, Inc - Truck Gear by Line-X of Delano Total:					8,689.94
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	025-383608	08/30/2022	025-383608	01-310-52200-0000-1	355.77
Vendor Tyler Technologies - Tyler Technologies Total:					355.77
Vendor: Ultrex Business - Ultrex Business					
Ultrex Business	3557783	08/23/2022	Inv 3557783 Contract Services (...)	01-150-52200-0000-1	141.99
Vendor Ultrex Business - Ultrex Business Total:					141.99
Vendor: United States Postal - United States Postal					
United States Postal	INV0022026	09/01/2022	CRC Reports 2022	32-510-55600-0000-1	1,000.00
Vendor United States Postal - United States Postal Total:					1,000.00
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	9913371162	08/30/2022	9913371162	01-150-57800-0000-1	1,493.57
Verizon - Police Dep	9913371162	08/30/2022	9913371162	01-155-57800-0000-1	73.29
Verizon - Police Dep	9913371162	08/30/2022	9913371162	30-500-57800-0000-1	12.19
Verizon - Police Dep	9913371162	08/30/2022	9913371162	32-510-57800-0000-1	11.97
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					1,591.02
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	00494582-00	08/23/2022	Inv. 00494582 -00 Lee Pesola	01-150-56000-0000-1	617.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					617.00
Vendor: Witcher Electric - Witcher Electric					
Witcher Electric	38365AA	08/23/2022	INV 38365AA Temp Switch	32-510-56410-0000-1	491.19
Vendor Witcher Electric - Witcher Electric Total:					491.19
Grand Total:					316,580.33

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	129,234.22
20 - LIGHTING & LANDSCAPING-DISTRICT 1	1,506.03
25 - CAPITAL IMPROVEMENTS PROJECTS	1,400.00
26 - MISCELLANEOUS GRANTS	13,814.72
30 - SEWER	31,546.56
31 - REFUSE/RECYCLING	96,491.68
32 - WATER	42,523.77
34 - PUBLIC TRANSPORTATION	63.35
Grand Total:	316,580.33

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-4,115.63
01-105-50700-0000-1	Life Insurance	5.70
01-105-52000-0000-1	Conferences/Meetings/Tr...	535.36
01-105-55800-0000-1	Printing & Legal Notices	437.76
01-105-56000-0000-1	Professional Services - Ot...	2,300.00
01-105-57100-0000-1	Special Activities	32.27
01-105-57200-0000-1	Supplies - Office	35.45
01-110-50700-0000-1	Life Insurance	4.81
01-110-52000-0000-1	Conferences/Meetings/Tr...	709.75
01-110-57200-0000-1	Supplies - Office	28.63
01-110-57400-0000-1	Supplies- Operating	491.67
01-115-50700-0000-1	Life Insurance	11.17
01-115-52200-0000-1	Contract Services	909.51
01-115-54000-0000-1	Fuel	4,115.95
01-130-52200-0000-1	Contract Services	897.98
01-130-54800-0000-1	Maintenance Agreements	490.03
01-130-57200-0000-1	Supplies - Office	548.32
01-140-41400-8449-1	Planning & Engineering F...	580.00
01-140-50700-0000-1	Life Insurance	9.24
01-150-44050-0000-1	State Grants	60,481.14
01-150-50700-0000-1	Life Insurance	200.20
01-150-52000-0000-1	Conferences/Meetings/Tr...	1,504.57
01-150-52200-0000-1	Contract Services	282.99
01-150-54000-0000-1	Fuel	1,998.91
01-150-56000-0000-1	Professional Services - Ot...	682.00
01-150-56600-0000-1	Repairs & Maintenance - ...	451.25
01-150-57200-0000-1	Supplies - Office	54.29
01-150-57400-0000-1	Supplies - Operating	872.47
01-150-57800-0000-1	Telephone & Communicat...	2,378.05
01-155-50700-0000-1	Life Insurance	13.86
01-155-51100-0000-1	Animal Disposal	441.00
01-155-52000-0000-1	Conferences/Meetings/Tr...	297.70
01-155-56600-0000-1	Repairs & Maintenance - ...	1,648.82
01-155-57800-0000-1	Telephone & Communicat...	73.29
01-160-50700-0000-1	Life Insurance	1.54
01-160-56600-0000-1	Repairs & Maintenance - ...	415.91
01-160-57400-0000-1	Supplies - Operating	369.66
01-165-50700-0000-1	Life Insurance	10.24
01-175-50700-0000-1	Life Insurance	9.24
01-180-50700-0000-1	Life Insurance	32.11
01-180-56410-0000-1	Repairs & Maintenance E...	899.16
01-180-56430-0000-1	Repairs & Maintenance - ...	174.66
01-180-56600-0000-1	Repairs/Maintenance - V...	42.22
01-180-57400-0000-1	Supplies - Operating	671.08
01-185-52200-0000-1	Contract Services	100.00

Account Summary

Account Number	Account Name	Payment Amount
01-185-57800-0000-1	Telephone & Communicat...	144.49
01-190-52200-0000-1	Contract Services	100.00
01-190-57400-0000-1	Supplies - Operating	1,787.01
01-190-57800-0000-1	Telephone & Communicat...	125.21
01-20800-0000-1	Pension Payable	10,327.44
01-22050-0000-1	Federal Withholding Paya...	6,057.49
01-22100-0000-1	FICA Payable	10,113.76
01-22150-0000-1	Medicare Payable	2,365.32
01-22200-0000-1	State Withholding Payable	3,336.99
01-22250-0000-1	SUTA Payable	249.28
01-22600-0000-1	Health FSA	33.27
01-22700-0000-1	Disability LTD	370.49
01-22800-0000-1	Accident	43.41
01-22900-0000-1	Life	215.81
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	350.00
01-24600-8207-1	Deferred Revenue - McFar...	94.94
01-24600-8212-1	Deferred Revenue - Gene...	500.00
01-310-52200-0000-1	Contract Services	10,871.45
20-200-50700-0000-1	Life Insurance	15.63
20-200-56000-0000-1	Professional Services - Ot...	200.00
20-200-57400-0000-1	Supplies - Operating	671.29
20-20800-0000-1	Pension Payable	182.41
20-22050-0000-1	Federal Withholding Paya...	50.27
20-22100-0000-1	FICA Payable	285.68
20-22150-0000-1	Medicare Payable	66.82
20-22200-0000-1	State Withholding Payable	33.93
25-000-52910-8405-1	Buildings & Improvements..	420.00
25-000-52910-8410-1	Buildings& Improvements ..	647.50
25-000-52960-8490-1	Streets & Roads Capital S...	332.50
26-110-53100-8530-1	Grant Expenditures LSRP	800.00
26-110-53100-8550-1	Grant Expenditure - ARPA...	13,014.72
30-20800-0000-1	Pension Payable	2,014.62
30-22050-0000-1	Federal Withholding Paya...	1,399.86
30-22100-0000-1	FICA Payable	1,877.72
30-22150-0000-1	Medicare Payable	439.14
30-22200-0000-1	State Withholding Payable	699.04
30-22250-0000-1	SUTA Payable	32.89
30-22600-0000-1	Health FSA	2.60
30-22700-0000-1	Disability LTD	82.15
30-22800-0000-1	Accident	15.41
30-22900-0000-1	Life	98.74
30-22950-0000-1	Cancer- American Fidelity	22.04
30-500-50700-0000-1	Life Insurance	67.03
30-500-52000-0000-1	Conferences/Meetings/Tr...	1,794.27
30-500-52200-0000-1	Contract Services	2,029.08
30-500-53600-0000-1	Engineerin/Architectural ...	464.00
30-500-56000-0000-1	Professional Services - Ot...	480.00
30-500-56410-0000-1	Repairs & Maintenance E...	1,253.00
30-500-57200-0000-1	Supplies - Office	271.48
30-500-57400-0000-1	Supplies - Operating	692.98
30-500-57800-0000-1	Telephone & Communicat...	137.40
30-500-58000-0000-1	Utilities	17,673.11
31-20800-0000-1	Pension Payable	655.42
31-22050-0000-1	Federal Withholding Paya...	320.31
31-22100-0000-1	FICA Payable	497.98
31-22150-0000-1	Medicare Payable	116.46
31-22200-0000-1	State Withholding Payable	190.46

Account Summary

Account Number	Account Name	Payment Amount
31-22250-0000-1	SUTA Payable	31.87
31-22700-0000-1	Disablity LTD	8.59
31-22900-0000-1	Life	9.14
31-505-42340-0000-1	Administration Fee	-2,166.75
31-505-50700-0000-1	Life Insurance	22.29
31-505-52000-0000-1	Conferences/Meetings/Tr...	425.85
31-505-52400-0000-1	Contract Services - Refuse...	84,438.54
31-505-52500-0000-1	Contract Services - Recycl...	11,354.34
31-505-57200-0000-1	Supplies - Office	271.48
31-505-57400-0000-1	Supplies - Operating	190.49
31-505-57800-0000-1	Telephone & Communicat...	125.21
32-20800-0000-1	Pension Payable	1,147.17
32-22050-0000-1	Federal Withholding Paya...	542.13
32-22100-0000-1	FICA Payable	1,300.96
32-22150-0000-1	Medicare Payable	304.26
32-22200-0000-1	State Withholding Payable	352.20
32-22250-0000-1	SUTA Payable	33.85
32-22600-0000-1	Health FSA	27.59
32-22700-0000-1	Disablity LTD	39.61
32-22900-0000-1	Life	32.39
32-510-50700-0000-1	Life Insurance	55.10
32-510-52000-0000-1	Conferences/Meetings/Tr...	942.57
32-510-52200-0000-1	Contract Services	4,266.62
32-510-55600-0000-1	Postage	1,000.00
32-510-55800-0000-1	Printing & Legal Notices	2,922.75
32-510-56400-0000-1	Repairs & Maint - Build & ...	13,945.39
32-510-56410-0000-1	Repairs & Maintenance- E...	1,220.64
32-510-56600-0000-1	Repairs & Maintenance - ...	536.85
32-510-57200-0000-1	Supplies - Office	323.54
32-510-57400-0000-1	Supplies - Operating	5,066.19
32-510-57800-0000-1	Telephone & Communicat...	253.32
32-510-58000-0000-1	Utilities	8,210.64
34-520-50700-0000-1	Life Insurance	7.70
34-520-57800-0000-1	Telephone & Communicat...	55.65
Grand Total:		316,580.33

Project Account Summary

Project Account Key	Payment Amount
None	316,580.33
Grand Total:	316,580.33

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
September 12, 2022

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

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: Councilmember S. Ayon, Councilmember A. Ayon, Councilmember Cano

Councilmembers Absent: Mayor Sally Tafoya, Mayor Pro-Tem Pérez

OFFICIALS PRESENT

City Manager/Chief of Police Williams, Assistant City Manager Cosentini, City Attorney Hodges, Community Development Director L. Ronk III, Finance Director Viramontes, City Clerk Alvarado, Public Works Director Gonzales

Officials Absent: None

INVOCATION

Councilmember Cano

PLEDGE OF ALLEGIANCE

Councilmember A. Ayon

PRESENTATIONS, INTRODUCTIONS AND AWARDS

None

PUBLIC COMMENTS

1. Mike Hair 6501 Fruitvale Ave Bakersfield, CA- Tract 7393 – Dr. Hair gave brief progress update on Tierra Del Sol (Tract 7393). He also expressed his concern in regard to Santillano's right of way, and suggested the city reach out to Mr. Duran that owns the property on Taylor Ave.

CONSENT AGENDA

1. Approval of Expense Report in the Amount of \$436,570.41 from August 10, 2022, to August 23, 2022.
2. Approval of Payroll Report in the Amount of \$ 230,591.09 for the Month of August 2022.
3. Approval of the *August 25, 2022*, Regular Meeting Minutes.
4. Approval of the *August 25, 2022*, Special Meeting Minutes.

5. Approval of the June 23, 2022, Regular Meeting Minutes.
6. Approval of Resolution No. 2022-0098, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ALLOW CITY COUNCIL MEETINGS TO BE HELD REMOTELY, CONSISTENT WITH ASSEMBLY BILL 361 RECOMMENDATION.

Motion was made by: Councilmember R. Cano and 2nd by: Councilmember A. Ayon to Approve Consent Agenda Items 1 thru 6.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent

Mayor Pro Tem Maria T. Pérez- Absent

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Aye

Nays: None

Absent: Tafoya, Pérez

Abstentions: None

PUBLIC HEARINGS:

7. Introduction and First Reading of Proposed Ordinance No. 0007-2022, AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 13, CHAPTER 13.04.690 TO UPDATE THE APPLICATION FOR WATER SERVICE IN THE MCFARLAND MUNICIPAL CODE.
 - a. Open Public Hearing and Receive Public Testimony- **6:09 p.m. -Closed at 6:10 p.m.**
No comments were made.
 - b. Motion was made by: Councilmember R. Cano to waive the Reading of the Ordinance Text in its Entirety, Read by Title Only, and Introduce for Reading Ordinance No. 0007-2022, AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING TITLE 13, CHAPTER 13.04.690 TO UPDATE THE APPLICATION FOR WATER SERVICE IN THE MCFARLAND MUNICIPAL CODE; 2nd by: Councilmember A. Ayon.

3/0- by roll call vote:
Mayor Sally Tafoya- Absent
Mayor Pro Tem Maria T. Pérez- Absent
Councilmember Saul Ayon- Aye
Councilmember Ricardo Cano- Aye
Councilmember Amador Ayon- Aye
Nays: None
Absent: Tafoya, Pérez
Abstentions: None
 - c. Council Direct Staff to Schedule Second Reading and Adoption of Ordinance No. 0007-2022 for the next Regular City Council Meeting of September 22, 2022.

ADMINISTRATIVE AGENDA

8. Motion was made by: Councilmember Cano to approve Resolution No. 2022 -0099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING A CONTINUING BUDGET RESOLUTION FOR FISCAL YEAR 2022-2023 OPERATING BUDGET APPROPRIATIONS, AND CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT APPROPRIATIONS, TO CONTINUE AT FISCAL

YEAR 2021-2022 LEVELS AND AMOUNTS UNTIL DECEMBER 31, 2022; 2nd by:
Councilmember A. Ayon.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent

Mayor Pro Tem Maria T. Pérez- Absent

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Aye

Nays: None

Absent: Tafoya, Pérez

Abstentions: None

*Council requested a list of projects and equipment. Council approved the continuing budget resolution for all maintenance and operations. Council did not approve staff 's request to include capital projects and equipment that was in the last budget but not spent. That is why they asked for a list to come back with projects and equipment.

9. Motion was made by: Councilmember A. Ayon to approve Resolution No. 2022-0100, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION OF FUNDS FROM THE GAS TAX FUND FOR THE DAVIS AVENUE RECONSTRUCTION AND HAIL LANE RECONSTRUCTION PROJECT; 2nd by: Councilmember Cano.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent

Mayor Pro Tem Maria T. Pérez- Absent

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Aye

Nays: None

Absent: Tafoya, Pérez

Abstentions: None

10. Motion was made by: Councilmember Cano to approve Resolution No. 2022-0101, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION OF FUNDS FROM THE GAS TAX FUND FOR DAVIS AVENUE CONSTRUCTION MANAGEMENT; 2nd by: Councilmember A. Ayon.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent

Mayor Pro Tem Maria T. Pérez- Absent

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye

Councilmember Amador Ayon- Aye

Nays: None

Absent: Tafoya, Pérez

Abstentions: None

11. Motion was made by: Councilmember Cano to approve Resolution No. 2022- 0102, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE PROJECT LIST FOR FY 2022-23 FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM; 2nd by: Councilmember A. Ayon.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent

Mayor Pro Tem Maria T. Pérez- Absent

Councilmember Saul Ayon- Aye

Councilmember Ricardo Cano- Aye
Councilmember Amador Ayon- Aye
Nays: None
Absent: Tafoya, Pérez
Abstentions: None

12. Motion was made by: Councilmember Cano to approve Resolution No. 2022-0103, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TRANSFER OF LAND (VILLA DE CARIBE PARK) TO MCFARLAND PARKS AND RECREATION DISTRICT; 2nd by: Councilmember A. Ayon.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent
Mayor Pro Tem Maria T. Pérez- Absent
Councilmember Saul Ayon- Aye
Councilmember Ricardo Cano- Aye
Councilmember Amador Ayon- Aye
Nays: None
Absent: Tafoya, Pérez
Abstentions: None

***Council stated repayment from the McFarland Recreation and Parks District.**
*** Transfer should become effective October 1, 2022.**

13. Motion was made by: Councilmember Cano to approve the Employment Agreement with Diego Viramontes for the Finance Director Position; 2nd by: Councilmember A. Ayon.

3/0- by roll call vote:

Mayor Sally Tafoya- Absent
Mayor Pro Tem Maria T. Pérez- Absent
Councilmember Saul Ayon- Aye
Councilmember Ricardo Cano- Aye
Councilmember Amador Ayon- Aye
Nays: None
Absent: Tafoya, Pérez
Abstentions: None

***Agreement effective date September 19, 2022.**

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 6:36 p.m.

Francisca Alvarado, City Clerk



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: September 22, 2022

SUBJECT: Ordinance change to allow a tenant to apply and have water service in their name.

RECOMMENDATION:

Staff recommends City Council open the Public Hearing, receive public testimony, read the ordinance by title only and introduce Ordinance N0 0007-2022 amending Title 13, Chapter 13.04.690 of the McFarland Municipal Code concerning the application of water services to allow a tenant to have water services in their name.

DISCUSSION:

While staff was reviewing the City Municipal Code staff identified an ordinance that precluded the city from allowing a tenant to apply for and receive water service in their name. The current ordinance requires water services to be in the property owners name, unless the property owner decides otherwise. If the property owner decides to allow the tenant or another person to have water services in their name, the property owner still remains liable for any unpaid balances, plus all penalties and interest.

Staff is recommending the changes to the water ordinance for two separate reasons.

First, the current ordinance places all the liability for the water service on the property owner. Staff believes that the property owner should be precluded from liability for utility services in which the tenant is in control. For example, because the tenant is currently precluded from having the water service in their name, there is no financial obligation for the tenant to pay for any services once rendered. If the tenant incurs a significant water bill, the tenant has no obligation to pay for the service and can simply vacate the premises leaving the financial responsibility to the property owner.

Second, the current ordinance provides an opportunity for a property owner to violate a tenant's rights by disconnecting a tenants utility service by simply asking the city to terminate the service. If the property owner's intent for the disconnection is to force the tenant to vacate, this is a violation of California Civil Code 789.3, which states *"a landlord can NOT interfere with the tenant's utility services such as water, heat, light, electricity, gas, telephone, elevator, or refrigeration, with the intent of forcing the tenant to move out of the property"*.

Furthermore, the current ordinance allows the property owner to forgo the legal process of obtaining an unlawful detainer to evict a tenant.

In order to correct this ordinance staff is recommending the Council approve the changes to the ordinance to preclude the property owner from being responsible for the utilities if occupied by a tenant, and to eliminate the property owner's ability to illegally evict a tenant.

PROBLEM:

One problem that was identified is the potential for tenants to leave the property with delinquent utility bills precluding the city the ability to place a lean on the property. With this ordinance change, a tenant may walk away from a delinquent utility bill leaving the city without the lean process for collection of the outstanding bill.

SOLUTIONS:

Although the city will lose the ability to lean a property for unpaid utility service the city will use deposits to offset any potential unpaid bills. In addition, the city will use collection services to assist with the collection of unpaid bills.

FINANCIAL IMPACT:

Other than staff time to prepare and present this change there is no impact to the city's budget for changing the ordinance.

ORDINANCE NO. 0007-2022

**AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING
TITLE 13, CHAPTER 13.04.690 TO UPDATE THE APPLICATION
FOR WATER SERVICE IN THE MCFARLAND MUNICIPAL
CODE.**

Section 1 Recitals:

WHEREAS, The city of McFarland (“City”) desires to amend, its Municipal Code Title 13, Chapter 13.04.690 related to the application for water service; and

WHEREAS, The Ordinance Amendment updates the Municipal Code to codify the application for water service within the City of McFarland California; and

WHEREAS, Adopting of the Ordinance will modify the ordinance to also allow a tenant to apply for and receive water services in their name; and

NOW THEREFORE BE IT RESOLVED, by the council of the City of McFarland does ordain as follows:

Title 13, Chapter 13.04.690 of the McFarland Municipal Code is hereby amended to read as follows:

13.04.690 - Application for water service.

- A. All applicants for water service shall make written request for water service to the director on applications provides by the director. If any applicant is delinquent in payment of any other water service charge at the time of making application, applicant shall pay the delinquency in full prior to or at the time that the application is processed. No application shall be granted except where made by the property owner or tenant of the premises which is the subject of the application. In the event of a change in ownership of a premises, the seller or transferor shall notify the city in writing of the change and of the name and billing address of the buyer or transferee. Until notification of the city, both the seller/transferor and the buyer/transferee shall be jointly and severally liable for the payment of the water service charges excluding those charges incurred by the tenant. If required by the director, the city shall be provided with a copy of a recorded deed verifying the change of ownership.*
- B. The account shall be in the name of the property owner or tenant and all charges shall be due and payable from the property owner or tenant.*
- C. Upon written request from the property owner or tenant, the property owner or tenant shall remain liable for the account and for all penalties and interest accruing thereto.*

D. *All applicants shall pay a deposit upon filing an application. The amount of the deposit shall be established from time to time by resolution of the city council. The deposit shall be for the purpose of securing payment of the water service charges for water service to each premises and shall be returned to the property owner or tenant, of the premises when water services is discontinued; provided, however, that if the property owner or tenant of the premises when the service is discontinued is different from the property owner or tenant who paid the deposit, city shall return the deposit to the property owner or tenant of the premises at the time service is discontinued. If the water service charges have not been paid in full when water service is discontinued, that portion remaining unpaid shall first be deducted from the deposit and the balance thereof, if any, shall be paid to the property owner or tenant who rendered the deposit to the city. Any deposit returned hereunder shall be returned without interest and the property owner or tenant shall not be entitled to any interest earned thereon.*

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) That the city of McFarland Ordinance Title 13, Chapter 13.04.690 is hereby modified to also allow a tenant to apply for and receive water services in their name; and

Section 2. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect January 1, 2023 after its adoption pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

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I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council
, at a regular meeting thereof held on the 22th day of September 2022, and adopted the Ordinance after
the second reading at a regular meeting held on the 13th day of October 2022, by the following roll call
vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

FRANCISCA ALVARADO, City Clerk

CITY OF MCFARLAND

By: _____
SALLY TAFOYA, Mayor

APPROVED AS TO FORM:

By: _____
NATHAN HODGES, City Attorney
Hodges Law Group

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

MEMORANDUM CITY OF MCFARLAND

TO: Honorable Mayor and City Council

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

DATE: Thursday, September 22, 2022

SUBJECT: Report, discussion, and Possible Adoption of an Ordinance No. 0008-2022 to approve Temporary Use Event Permit Ordinance

RECOMMENDATION:

Staff recommends City Council approval of Ordinance No.0008-2022 **APPROVING** the recordation of the Temporary Use Event Permit. The ordinance was taken to Planning Commission where it was approved and recommended to be presented to City Council.

PROJECT DESCRIPTION:

The City of McFarland desires to update its Municipal Code by adopting a chapter related to Temporary Use Event Permits. Currently a chapter on temporary events is nonexistent and any public events that do occur have to go through the Conditional Use Permit process. Through this new ordinance, the city can provide uniform and comprehensive regulations and standards related to Temporary Use Events. By creating this ordinance, the city may reduce the potential negative impacts that may arise when events are carried on without proper review of traffic, safety, and location. The Temporary Use Event Permit would not only provide an extra revenue opportunity for the city but would also give applicants the opportunity to request that the City become a partner in their event. We looked into the surrounding cities and found that they all had some form of temporary event permitting process that included an application, review process, and fees. The economic opportunities brought forth from this ordinance include Permit and licensing fees.

This ordinance was taken to Planning Commission where it was approved and recommended that staff present it to City Council for approval.

ATTACHMENTS

Attachment 1 – Ordinance No. 0008-2022

ORDINANCE NO. 0008-2022

**AN ORDINANCE OF THE CITY OF MCFARLAND ADDING
TITLE 12, CHAPTERS 12.21.010 THROUGH 12.21.150 OF
THE MCFARLAND MUNICIPAL CODE.**

Section 1. Recitals

WHEREAS, The City of McFarland (“City”) desires to adopt a Municipal Code Chapter related to Temporary Use Event Permits;

WHEREAS, The Ordinance updates the Municipal Code to add the definition of Temporary Use Event, and the Standards for, and Process, Procedures, and Permits necessary for attaining a Temporary Use Event Permit;

WHEREAS, Adoption of this Ordinance will provide uniform and comprehensive regulations and standards related to Title 12, Chapters 12.21.010 through 12.21.150 of the McFarland Municipal Code.

WHEREAS, Adoption of this Ordinance is in furtherance of the City’s goals and objectives while reducing the potentially negative impacts arising from potentially deficient and/or incomplete/incompatible Municipal Code Chapters.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN AS FOLLOWS:

Section 2. Chapter 12.21.010 of the McFarland Municipal Code is hereby added to the McFarland Municipal Code to read as follows:

Chapter 12.21.010 TEMPORARY USE EVENT PERMIT

12.21.010 Definitions.

For the purpose of this chapter, the following words and meanings shall have the following meanings:

- A. “*Temporary Use Event Permit*” is a permit issued pursuant to this chapter.
- B. “*Sidewalk*” means that portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.
- C. “*Street*” means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel. Street includes highways or alleys.
- D. “*Expressive activity*” means a non-commercial activity in which a person intends to convey a lawful message through speech or conduct that is likely perceived by an observer of the speech or conduct. This includes a lawful public gathering,

demonstration, or procession, in which the primary purpose is to exercise the rights of free speech or peaceable assembly.

E. “*Temporary Use Event*” means:

1. Any organized formation, procession, demonstration or assembly which may include persons, animals, vehicles, or any combination thereof, which is to assemble or travel in unison on any street, sidewalk or other public right-of-way owned or controlled by the city which does not comply with applicable traffic regulations, laws or controls, which is open to the public.
2. Any organized assemblage of fifteen or more persons at any public place, property or facility which is to gather for a common purpose under the directions or control of a person open to the public.
3. Any other organized activity involving fifteen or more persons conducted by a person for a common or collective use, purpose or benefit which involves the use of, or has an impact on, public property or facilities and which may require the provision of city public services in response thereto which is open to the public.
4. Examples of temporary use events include, but are not limited to, concerts, circuses, fairs, festivals, block parties, street fairs, community events, mass participation sports (such as marathons and other running events), athletic or sporting events, and community celebrations and observances conducted on public property or public rights-of-way.
5. Private events not open to the public, such as birthday parties or family reunions, which will not have any negative impact on city property or services, held at city parks are not considered temporary use events under this chapter, however, must comply with Section 9.14.020 regarding amplified sound, and any other applicable chapters.

F. “*Commercial event*” is a for-profit event that is open to the public. May have either a free or fee entry. May include but not limited to a fair, festival, exhibition, or carnival.

G. “*Non-commercial event*” is an activity or event that does not involve commerce. Typically, these events are held by nonprofit organizations and staffed by individuals volunteering.

H. “*Block*” means a portion of a road with homes along both sides and its length depends on distance listed for the permit.

12.21.020 Purpose and Applicability.

This section provides standards for the establishment of short-term activities, special events and temporary uses on public or private property. The temporary use permit shall allow for short-term activities. These activities shall be regulated so as to avoid incompatibility between such uses and surrounding areas.

12.21.030 Permitted Temporary Use Events.

A Temporary Use Permit is required for any temporary use on private or public property that is proposed in a location where the use would not otherwise be allowed by the applicable zoning. Temporary Use Events may include, but are not limited to the following uses and are permitted in the listed zones:

Table 1:

Permitted Temporary Uses with an Approved Temporary Use Permit	Zones	Maximum number of days per occurrence	Maximum number of events per year
Noncommercial tent meetings	All commercial and other public assembly facilities	5	12
Circus with tent	All commercial and other public assembly facilities	5	6
Commercial carnival, fair, concert, exhibit, festival, farmer markets or similar event; either outdoors or in temporary enclosures	All commercial and other public assembly facilities	5	6
Noncommercial carnival, fair, concert, exhibit, festival, celebration or similar event, either outdoors or in temporary enclosures	Public and private schools, parks, community center, church grounds, nonprofit organization sites, and commercial	5	12

12.21.040 Prohibited Temporary Uses.

The following list displays examples of temporary use events that are NOT included nor compatible with the permit use:

- A. Flea markets
- B. Swap Meets
- C. Garage Sales
- D. Firework Sales
- E. Any additional uses as determined by the Community Development Director.**

12.21.050 Required Permit.

- A. Except as provided by this Code or pursuant to the terms of a permit, lease or contract which has been specifically authorized by the city council, no person shall conduct or cause to be conducted, participate or engage in, hold, manage, permit or allow another to conduct a temporary use event, in, on or upon any city street, sidewalk, alley, park, way, public place, public property or public right-of-way which is owned

or controlled by the city without first having obtained a written permit from the Community Development Director.

- B. Except as otherwise applicable, the Community Development Director shall, within five business days, determine whether such application is or is not complete. Notwithstanding the Community Development Director's acceptance of a completed application, no event date shall be considered confirmed until a temporary use event permit is approved through City Council and issued.
- C. The Community Development Department may recommend to City Council to condition any permit issued pursuant to this chapter with reasonable requirements concerning the time, place or manner of holding such event as is necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the venue, provided that such requirements shall not be imposed in a manner that will unreasonably restrict expressive or other activity protected by the California or United States Constitutions. Conditions may include, but are not limited to, the following:
 - i. The establishment of an assembly or disbanding area for an event.
 - ii. The accommodation of an event's pedestrian and vehicular traffic, including restricting events to city sidewalks, portions of a city street, or other public right-of-way.
 - iii. Conditions designed to avoid or lessen interference with public safety functions and/or emergency service access.
 - iv. The number and type of vehicles, animals, or structures to be displayed or used in the event.
 - v. The inspection and approval by city personnel of stages, booths, floats, structures, vehicles, or equipment to be used or operated in the event to ensure that such structures or vehicles are safely constructed and can be safely operated and conform to the requirements of all applicable codes.
 - vi. A cleaning deposit if the event includes using structures, displaying, or using horses or other large animals, operation of water stations, food distribution or sales, beverage distribution or sales, and/or sale of other goods or services.
 - vii. The provision and use of traffic cones or barricades.
 - viii. The provision or operation of first aid stations or sanitary facilities, including handicap accessible sanitary facilities.
 - ix. The provision of a waste management and recycling plan, and the clean-up and restoration of the site of the event.
 - x. The use of sound amplification equipment, and restrictions on the amount of noise generated by motors and other equipment used in the course of the event.
 - xi. The manner of providing notice of permit conditions to permit participants and those businesses or residents who may be directly affected by the conduct of the event.

- xii. The provision or use of emergency vehicles.
 - xiii. The reasonable designation of alternate sites, times, dates, or modes for exercising expressive activity.
 - xiv. The obtaining of any and all business licenses or other necessary permits required by this Code for the sale of food, beverage or other goods or services at the event.
 - xv. The manner by which alcohol sales and service, if any, shall be conducted at the event.
 - xvi. Private security, when the chief of police or his designee, determines the need for additional security for public safety purposes, the permit shall provide such security in a ratio not to exceed fifty persons per one security guard.
 - xvii. The Chief of Police, Public Works Director, Kern County Fire Department, City Clerk, and Community Development Director are authorized to promulgate additional policies, rules, and regulations.
 - xviii. The City may impose insurance requirements to protect the City from liability and other risk exposures.
- D. Issuance of a Temporary Use Events permit pursuant to this chapter does not obligate or require the city to provide city services, equipment, or personnel in support of an event although the chief of police may provide such services, equipment or personnel if such are reasonably available, and the event organizer makes provisions to reimburse the city for the cost thereof. The City may require certain City services to be provided by the City for any given event.

12.21.060 Temporary Use Event Permit Application.

The City Council shall have approval authority for a Temporary Use Event Permit. For temporary uses that are not listed in this ordinance, the Community Development Director may, at his/her sole discretion, determine whether an unlisted temporary use event requires a permit. Once application is reviewed by the Community Development Director and approved for completion then the application and documents will be reviewed by the various other staff and agencies for potential additional conditions. Once reviewed by the Chief of Police, Public Works Director, Kern County Fire Department, City Clerk, and Community Development Department, the application, documents, and any additional conditions will be taken to the City Council for possible approval. This determination shall be based on the similarities and differences with the items listed in the section 12.21.080 and an assessment of the proposed temporary use's compatibility with surrounding land uses and the zoning district in which the temporary use is proposed.

- A. An application for a temporary use event permit shall be prepared, filed, and processed in compliance with the following:
 - i. Name and address of sponsoring business or organization.
 - ii. Name and address of the party responsible for the temporary use event.

- iii. Name(s) and address(es) of property owner(s).
- iv. Assessor's Parcel Number(s).
- v. The proposed location of the temporary use.
- vi. A site plan drawn at the scale specified by the planning director, which includes the following information as it pertains to the temporary use:
 - 1. Location, existing uses and setbacks on proposed properties.
 - 2. Other specified uses of the property.
 - 3. Other specified uses of the property.
- vii. A narrative description of the proposed use including:
 - 1. Time and dates of use.
 - 2. Expected traffic generation.
 - 3. Parking and circulation.
 - 4. The number of persons engaged in conducting the temporary use event.
 - 5. The approximate number of persons, animals and vehicles that will participate in the special event.
 - 6. The kinds of animals anticipated to be part of the special event.
 - 7. A description of the types of vehicles to be used in the special event.
 - 8. The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise.
 - 9. Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety.
 - 10. The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for events using city streets, sidewalks, or facilities.
 - 11. Provisions for first aid or emergency medical services, or both, based upon event risk factors.
 - 12. Insurance information, if applicable.
 - 13. Any special or unusual requirements that may be imposed or created by virtue of the proposed event activity.
 - 14. Any other information reasonably required by the chief of police.
- viii. Letter from property owner granting permission to applicant to hold event on their property.
- ix. Such other information as shall be required by the Community Development Director.

12.21.070 Exceptions to the temporary use permit.

The following activities are exempt from the temporary use permit requirement:

- A. Funeral processions by a licensed mortuary or funeral home
- B. Activities conducted by a governmental agency acting within the scope of its authority.
- C. Assemblies or demonstrations involving expressive activity, and which are occasioned by news or affairs coming into public knowledge within five days of

such assembly or demonstrations, provided that the organizers thereof give written notice to the Community Development Director at least seventy-two hours prior to such assembly or demonstration. Such written notice shall contain all of the following information:

- i. The name, address and telephone number of the person or persons seeking to conduct assembly or demonstration. This person or these persons shall be considered a permittee for the purposes of this section.
- ii. The name, address, and telephone number of the headquarters of the organization, if any, and of the organizer or responsible head of such organization by whom or on whose behalf the assembly or demonstration is proposed to be conducted.
- iii. The name, address and telephone number of the person who will chair the assembly or demonstration and who will be responsible for its conduct.
- iv. The location and date of the proposed event or assembly, including the assembly area, disbanding area, and the route to be traveled.
- v. An estimate of the approximate number of persons who will be participating in the assembly or demonstration and an estimate of the approximate number of persons who will be observing the assembly or demonstration.
- vi. The time at which assembly or demonstration will start and conclude.
- vii. The type of security or other arrangements that will be provided to assure that participants are properly directed.
- viii. Events held in parks, city facilities or public property require prior approval and a letter of approval from the owner – whether that be the City of McFarland and/or the Recreation and Parks District.
- ix. The Community Development Director may impose reasonable time, place and manner restrictions on spontaneous assemblies or demonstrations governed by this section whether or not said activities are governed by the permit requirements set forth in this chapter.

12.21.080 Criteria.

The Community Development Director shall take the Temporary Use Permit application to City Council for approval if the Community Development Director finds that the following criteria has been met:

- A. The proposed use of the property is not governed by or subject to any other permit procedures provided elsewhere in this Code or other applicable laws, rules or regulations.
- B. The event will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its location.
- C. The event will not conflict with construction or development in the public right-of-way or at a public facility.

- D. The event will not require the diversion of public safety or other city employees from their normal duties so as to unreasonably reduce adequate levels of service to any other portion of the city.
- E. The concentration of persons, animals or vehicles will not unreasonably interfere with the movement of police, fire, ambulance, and other public safety or emergency vehicles on the streets.
- F. The event will not unreasonably interfere with any other special event or temporary use event for which a permit has already been granted or with the provision of city services in support of other scheduled events or schedules government functions.
- G. The event will not have an unmitigable adverse impact upon residential or business access and traffic circulation in the same general venue area.
- H. The event will not adversely affect the city's ability to reasonably perform municipal functions or furnish city services.
- I. The proposed use, event or activity will not have a significant adverse environmental impact.
- J. That in the case of a block party or other similar neighborhood event, the applicants have submitted a petition in favor of the event which has been signed by individuals representing at least sixty-six percent of the households on the block affected by the permit.
- K. That the provisions of sections 12.21.120 and 12.21.130, if applicable, have been or will be satisfied.

12.21.090 Permit Denial.

- A. The City Council may deny any application for a permit or revoke any permits if any of the following are found:
 - i. The permitted event or activity will unreasonably disrupt traffic within the city.
 - ii. The permitted event or activity will unreasonably interfere access to police or fire stations, or other public safety facilities.
 - iii. The location of the event or activity will cause undue hardship to adjacent businesses or residents.
 - iv. The permitted event or activity will require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city.
 - v. The application contains incomplete, false or misleading information.
 - vi. The applicant fails to comply with all terms of this chapter including failure to remit all fees and deposits or fails to provide proof of insurance and/or an indemnification agreement as required by this chapter.
 - vii. The event is proposed for a time and place for which another event permit has been or will be issued to a prior applicant.

- viii. The proposed area for the temporary use event could not physically accommodate the number of participants expected to participate.
 - ix. The temporary use event will violate any federal, state or local law or regulation.
 - x. The applicant or the person or entity on whose behalf the application for permit was made has on prior occasions damaged city property and has not paid in full for such damage or has other outstanding and unpaid debts to the city.
 - xi. The proposed event would present an unreasonable danger to the health or safety of the applicant, spectators, city employees, or member of the public.
 - xii. The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of the city concerning the sale, offering for sale, or distribution of any goods or services.
- B. The Community Development Director may deny submitting any application for a temporary use permit to City Council or may revoke any permit if the Community Development Director determines that the event sponsor or any agent, employee or associate of any such event organizer has willfully made any false or misleading statement in an application or has not fully complied with the requirements of this chapter or has violated any of the provision of this chapter or the provisions of any other applicable law, rule or regulation.
- C. An event organizer whose permit application is denied, or whose permit is revoked, pursuant to this section shall be immediately notified of the action of denial or revocation, which notification shall contain a statement setting forth the reasons for said denial or revocation as well as a reference to the appeal provisions set forth in section 12.21.110. Notification, pursuant to this subsection, shall be deemed satisfied when the notice is place, postage prepaid, in the United States Mail, certified mail, return receipt requested, and addressed to the applicant at the address shown on the permit application.

12.21.100 Revocation.

- A. A temporary use permit may be revoked or modified by the City of McFarland Community Development Director or his/her designee, after notice for any of the following causes:
- 1. Any fraud, misrepresentation or false statement contained in the application for permit.
 - 2. Any fraud, misrepresentation, or false statement made in connection with the selling of goods, wares, or merchandise.
 - 3. Any violation of municipal code.
 - 4. Conducting the business permitted under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

5. Conducting demonstrations involving the use of hate speech, and other illegal speech or activity not guaranteed or protected by the California or U.S. Constitution.
- B. The Community Development Director, City Manager, or their designees, may immediately terminate any funeral procession, meeting, or temporary use event for public safety reason after giving the event organizer, or his/her designee, verbal notification that a public safety hazard exists and the event organizer or his or her designee, fail to immediately correct the hazard.

12.21.110 Appeals.

- A. Except as provided in this chapter, any person aggrieved by the issuance, denial or revocation of a permit pursuant to this chapter may appeal such decision to the city council by filing a written notice of such appeal with the city clerk within five business days of the decision of the Community Development Director, City Manager, City Council, or designee, giving rise to said appeal. Such appeal shall set forth, with particularity, the facts upon which the appeal is being made. The city council shall, within thirty days of receiving such notice of appeal, hold a hearing. At such hearing, the aggrieved party is entitled to be heard and present evidence on his or her behalf. The city council shall determine the merits of the appeal, and the city council's determination to grant or deny the appeal shall be final. When the necessity for a timely response so requires, the city council may refer to the matter to the Community Development Director.
 - i. Any applicant for a temporary use event permit who is engaging in or intends to engage in "expressive activity" as defined in this chapter and who is aggrieved by the denial or revocation of a permit pursuant to this chapter may, at his or her election, appeal to the city council in accordance with this section. However, any appeal taken pursuant to this section may, by necessity, involve the postponement or delay of the activity for which a permit is sought.

12.21.120 Insurance.

- A. Each permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the city, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the city, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the city, its officers, agents or employees as a result of the alleged acts

or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.

- B. Except for block parties, concurrent with the issuance of a permit under this chapter, and as a condition precedent to the effectiveness of the permit, the permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the state, which policy includes the city, its boards, officers, agents and employees as named insured's or additional named insured's and which provides the coverage that the chief of police determines to be necessary, reasonable and adequate under the circumstances.
- C. If the Community Development Director and the city attorney determines that a particular use, event, or activity does not present a substantial or significant public liability or property damage exposure for the city or its officers, agents and employees, the Community Development Director may give a written waiver of the insurance requirements of this section.
- D. The insurance requirement set forth in this section shall not be construed to apply to temporary use events permitted under this chapter involving expressive activity which enjoy protection under the United States or California Constitutions except that such temporary use events shall be required to either: (1) agree to indemnify, protect, defend and hold harmless the city, its officers and employees against all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; or (2) agree to redesign or reschedule the permitted event to respond to specific risks, hazards and dangers to the public health and safety identified by the risk manager as being reasonably foreseeable consequences of the permitted special event; or (3) provide insurance coverage as required by Subsection B of this section.
- E. A claim for exclusion and alternative treatment under subsection D of this section shall be filed with and at the same time as an application for a permit, and an agreement or proof of insurance, as applicable, shall be provided prior to permit issuance. The Community Development Director or his or her designee may require such proof and documentation as he or she may deem reasonably necessary to verify the constitutionally protected status of the event and the applicability of subsection D of this section.

12.21.130 Fees.

- A. In addition to the payment of the nonrefundable permit application fee, a permittee shall pay the city for all city departmental services charges incurred in connection with or due to the permittee's activities under the permit unless said departmental services charges are funded, partially funded or waived by action of the city council. Additionally, if city property is destroyed or damaged by reason of

- permittee's use, event or activity, the permittee shall reimburse the city for the actual replacement or repair cost of the destroyed or damaged property.
- B. City departments and review agencies shall submit the final invoices and billings for departmental service charges to the Community Development Director after the permit approval from City Council in order to be issued the Temporary Use Event Permit.
 - C. The Community Development Director shall determine the type of permitted event or activity and calculate the final departmental services charge based on the following formulas, depending upon whether or not the event is privately funded or is funded in whole or in part by the city.
 - i. Type A is an event which is privately funded, and the permittee will pay one hundred percent of the applicable fees or departmental services charges.
 - ii. Type B is an event which is cosponsored by the city and the non-city permittee will pay fifty percent (or a negotiated portion) of the applicable fees or departmental services charges.
 - iii. Type C is an event funded by the city and the city will absorb one hundred percent of the applicable fees or departmental services charges incurred by the city.
 - D. All deposit fees shall be paid in their full amount at the time the event permit is submitted for approval.
 - E. Unless otherwise authorized by the Community Development Director in writing, the applicant shall pay to the city the Temporary Use Event Permit deposit. Said deposit shall be paid with submittal of the application and documents. If the deposit is less than the final charges calculated pursuant to this section, the permittee shall pay the difference to the city within ten working days of being invoiced for such charges from the city and prior to event. If the deposit is more than such final charges, the city shall refund the difference to the permittee within the thirty days after the event.
 - F. Any indigent natural person who intends to engage in "expressive activity" as defined in this chapter who cannot obtain a permit because of an inability arising from such indigence to pay the departmental services charge may request the chief of police to recommend an alternative event or activity on a scale and an at time that would result in less costs assessed in accordance with this section. Application for indigent status shall be made at the time of permit application and shall be accompanied by such relevant information and documentation as may, in the opinion of the Community Development Director, be reasonably necessary to verify such status. For purposes of this subsection E of this section, "indigent natural person" includes, but is not limited to, a person eligible for county relief and support as an indigent person under Section 17000 et seq., of the California Welfare and Institutions Code or as said code section(s) may be amended from time to time.

12.21.140 Nontransferable.

- A. No permit shall be transferred to another site (including addition of another site to an application previously approved) or another person without written consent from the Community Development Director or his/her designee as evidenced by an endorsement on the face of the permit by the Community Development Director or his/her designee showing the site to which and/or to whom the permit is transferred and the date of the transfer. The Community Development Director or his/her designee may require compliance with any or all provisions of this chapter as a precondition to consent to any transfer.

12.21.150 Unlawful to Use City Name Without Authorization.

- A. It is unlawful for any event organizer to use in the title of the words “the city of McFarland” or facsimile of the seal or logo of the City of McFarland without prior written authorization from the City Manager.

Section 3. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 6. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, PASSED at a regular meeting of the City Council of the City of McFarland, California on the 22th day of September, 2022, by the following vote:

ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 13th day of October, 2022, by the following vote:

	Aye	Nae	Abstain	Absent
Sally Tafoya				
Maria T. Perez				
Saul Ayon				
Amador Ayon				
Ricardo Cano				

Francisca Alvarado, City Clerk

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the Planning Commission of the City of McFarland by a regular meeting thereof held on _____, 2022.

ATTEST:

Sally Tafoya, Mayor

APPROVED AS TO FORM:

Nathan Hodges, Interim Attorney

Office Memorandum: CITY OF MCFARLAND

**TO: MADAM MAYOR TAFOYA
AND COUNCIL MEMBERS**

DATE: September 22, 2022

**FROM: KENNY WILLIAMS, CHIEF OF POLICE/CITY MANAGER
LARRY RONK, COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: Annexation No. 2 into Community Facilities District No. 2019-1 (Fire Protection Services), and Annexation No. 3 into Community Facilities District No. 2017-1 (Police Services) and Community Facilities District No. 2017-2 (Landscaping and Street Maintenance)

BACKGROUND

Resolution No. 2017-038 established CFD No. 2017-1 (Police Services), Resolution No. 2017-039 established CFD No. 2017-2 (Landscaping and Street Maintenance) and Resolution No. 2019-038 established CFD No. 2019-1 (Fire Protection Services), three Mello-Roos Community Facilities Districts that were formed with the expectation that subsequent development would be required to annex into the districts, as applicable.

The project proposed for annexation into CFD 2017-1, CFD 2017-2 and CFD 2019-1 is known as The Elmo Hwy Medical Office, The Sherwood Avenue Family Apartments, and Tract 7393 (the "Projects") which will develop into single family residential and commercial properties. The boundaries of the annexation consist of the area within assessor's parcel numbers 060-090-31, 200-010-36 and 201-332-02.

On August 11, 2022, the City Council adopted Resolution No. 2022-0088 and Resolution No. 2022-0089 declaring its intention to annex territory (Annexation No. 3) to CFD No. 2017-1 and CFD No. 2017-2, and set the public hearing for September 22, 2022. Also, on August 11, 2022, the City Council adopted Resolution No. 2022-0090 declaring its intention to annex territory (Annexation No. 2) to CFD No. 2019-1, and set the public hearing for September 22, 2022.

The adoption of the attached resolutions annexes the territory into CFD 2017-1, CFD 2017-2 and CFD 2019-1, submits the levy of the special taxes to the qualified electors, and declares the results of the special elections. This is the final step in the annexation process and, since the conditions of approval for the Projects require it to annex into CFD 2017-1, CFD 2017-2 and CFD 2019-1 and Leora LLC, Sherwood Avenue Family Apartments, LP and Shafter Medical Plaza, LLC own the parcels, a majority protest of the annexations is not anticipated.

Once the annexations are complete, the property owner will be required to pay an annual special tax for CFD 2017-1, CFD 2017-2, and CFD 2019-1 as itemized on the property tax bill, beginning in Fiscal Year 2023/2024 in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

OPTIONS

If the City Council has any questions concerning the required annexations of this development, this item may be rescheduled until the next City Council meeting, so staff may provide the necessary backup. However, if the annexations are not approved, the conditions of approval for this development would not be fulfilled and the development process would cease.

RECOMMENDATION

It is recommended that the City Council:

1. Hold the public hearing and receive public testimony and property owner protests for the proposed annexation of property into CFD No. 2017-1 (Police Services), CFD No. 2017-2 (Landscaping and Street Maintenance) and CFD 2019-1 (Fire Protection Services) and the authorization to levy special taxes within the territory proposed to be included in each CFD.
2. Adopt Resolution No.2022-0104, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3
3. Adopt Resolution No.2022-0105, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3
4. Adopt Resolution No.2022-0106, RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2

5. Direct the City Clerk to announce the election results.
6. Adopt Resolution No.2022-0107, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)
7. Adopt Resolution No.2022-0108, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)
8. Adopt Resolution No.2022-0109, RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)

RESOLUTION NO. 2022-0104

RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3

A. Recitals.

- (i) The City Council ("Council") of the City of McFarland, California, ("City"), on August 11, 2022, adopted Resolution No. 2022-0088 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 2017-1 (Police Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").
- (ii) A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein.
- (iii) The Resolution of Intention set September 22, 2022 as the date of the public hearing.
- (iv) On the 22nd of September 2022, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD.
- (v) At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held.
- (vi) Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.
- (vii) Proposed boundaries of Annexation No. 3 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 3 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention, has heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on September 22, 2022 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.

9. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of
the City Council held on the 22nd day of September 2022 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN M. HODGES,
CITY ATTORNEY

EXHIBIT A

**City of McFarland
Community Facilities District No. 2017-1
(Police Services)
Annexation No. 3**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of McFarland no later than 6:00 p.m. on September 22, 2022 either by mail or in person. The City Clerk's office is located at City Hall, 401 W. Kern Ave., McFarland, California, 93250.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of McFarland and obtain another.

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-1 (Police Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2022-0088, of the City of McFarland adopted by its Council on August 11, 2022?

YES:

☐

NO:

☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

RESOLUTION NO. 0105

RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3

A. Recitals.

- (i) The City Council ("Council") of the City of McFarland, California, ("City"), on August 11, 2022 adopted Resolution No. 2022-0089 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").
- (ii) A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein.
- (iii) The Resolution of Intention set September 22, 2022 as the date of the public hearing.
- (iv) On the 22nd of September 2022, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD.
- (v) At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held.
- (vi) Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.
- (vii) Proposed boundaries of Annexation No. 3 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

B. Resolution.

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1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 3 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention, has heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on September 22, 2022 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.

9. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of
the City Council held on the 22nd day of September 2022 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN HODGES,
CITY ATTORNEY

RESOLUTION NO. 0106

RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2

A. Recitals.

- (i) The City Council ("Council") of the City of McFarland, California, ("City"), on August 11, 2022, adopted Resolution No. 2022-0090 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 2019-1 (Fire Protection Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").
- (ii) A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein.
- (iii) The Resolution of Intention set September 22, 2022 as the date of the public hearing.
- (iv) On the 22nd of September 2022, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD.
- (v) At said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held.
- (vi) Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.
- (vii) Proposed boundaries of Annexation No. 2 to the CFD has been filed with the County Recorder of the County of Kern, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 2 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention, has heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each portion thereof such landowner owns in the territory proposed to be annexed to the CFD.
6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot, in accordance with the applicable provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they have not been waived by the unanimous consent of all landowners of the territory to be annexed to the CFD.
7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on September 22, 2022 ("Election Day") in the council chambers of the City of McFarland, 103 West Sherwood Ave., McFarland, California.
8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.
9. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

RESOLUTION NO. _____

10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of
the City Council held on the 22nd day of September 2022 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN HODGES,
CITY ATTORNEY

EXHIBIT A

**City of McFarland
Community Facilities District No. 2019-1
(Fire Protection Services)
Annexation No. 2**

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of McFarland no later than 6:00 p.m. on September 22, 2022 either by mail or in person. The City Clerk's office is located at City Hall, 401 W. Kern Ave., McFarland, California, 93250.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of McFarland and obtain another.

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2019-1 (Fire Protection Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2022-0090, of the City of McFarland adopted by its Council on August 11, 2022?

YES:

☐

NO:

☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

CITY OF MCFARLAND

NOTICE OF PUBLIC HEARING

Notice is hereby given, that the City Council of the City of McFarland will hold a Public Hearing on Thursday, September 22, 2022 at 6:00 p.m., or as soon thereafter as practical, in the City Council Chambers, located at **103 W. Sherwood Avenue**, McFarland, California, to consider the annexation of property (the “Annexation No. 2 and Annexation No. 3”) into the City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services), Community Facilities District No. 2017-1 (Police Services) and Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the “CFDs”).

The City Council of the City of McFarland adopted resolutions declaring its intention to annex certain property to the CFDs and to authorize the levy of a special tax therein to finance certain services pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, per Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

Said resolutions set September 22, 2022 at 6:00 p.m., or as soon thereafter as practical, as the date and time for a public hearing to consider the annexation of certain property into the CFDs.

At the Public Hearing, the testimony of all interested persons or taxpayers for or against Annexation No. 2 and Annexation No. 3 into the CFDs, the extent of the CFDs and the furnishing of the services within the annexation area will be heard. If a majority protest against Annexation No. 2 and Annexation No. 3 into the CFDs is filed, as determined in accordance with Section 53324 of the Act, no further proceedings for Annexation No. 2 and Annexation No. 3 or to authorize the special tax upon the certain property proposed for annexation shall be taken for a period of one year from the date of the decision of the City Council. If the majority protests are only against the furnishing of a specified type or types of services within the proposed annexation area of the CFDs or portions of the special tax within Annexation No. 2 and Annexation No. 3, those services or that portion of the special tax shall be eliminated.

If the City Council determines to annex certain property into the CFDs and proposes to levy the special tax upon the annexation area, the City Council will submit the levy of the special tax to the qualified electors of the annexation area of the CFDs. The vote will be by the landowners of the certain property proposed to be annexed to the CFDs, with each landowner having one vote for each acre or portion of an acre of land owned within the annexation area of the CFDs. The election will be conducted by the City Clerk in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code, insofar as they may be applicable. The election will be conducted as a mail ballot election.

Reference is made to the resolutions of intention on file in the office of the City Clerk for details about the extent of Annexation No. 2 and Annexation No. 3 to the CFDs, the services, special tax, the protest proceedings and the proposed voting procedure. A copy of said resolutions and the associated staff report are on file and available for public inspection in the office of the City Clerk, located at 103 W. Sherwood Avenue, McFarland, California.

Posted on August 9, 2022.

RESOLUTION NO. 2022-0107

RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (POLICE SERVICES) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)

A. Recitals.

- (i) In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2017-1 (Police Services) (the "CFD").
- (ii) Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the "Canvass") a copy of which is attached hereto as Exhibit A.
- (iii) This City Council has reviewed the Canvass and hereby approves it.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2022-0104, a Resolution of the City Council Annexing of Territory (The Elmo Hwy Medical Office, The Sherwood Avenue Family Apartments, and Tract 7393) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2017-1 (Police Services) Annexation No. 3, adopted September 22, 2022 .
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND
DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular
meeting of the City Council held on the 22nd day of September 2022 by the following
vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN HODGES,
CITY ATTORNEY

RESOLUTION NO. _____
PAGE 3 OF 3

Exhibit A

**City of McFarland
Community Facilities District No. 2017-1
(Police Services)
Annexation No. 3**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on September 22, 2022, in the territory annexed to Community Facilities District No. 2017-1 (Police Services) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2017-1 (Police Services)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 3 Special Tax Annexation Election, September 22, 2022	48			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-1 (Police Services) (the "CFD") be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2022-0088, of the City of McFarland adopted by its Council on September 22, 2022?

f

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF SEPTEMBER 2022.

CITY OF MCFARLAND

By: _____
City Clerk

RESOLUTION NO. 0108

RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2017-2 (LANDSCAPING AND STREET MAINTENANCE) ANNEXATION NO. 3 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)

A. Recitals.

- (i) In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the "CFD").
- (ii) Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the "Canvass") a copy of which is attached hereto as Exhibit A.
- (iii) This City Council has reviewed the Canvass and hereby approves it.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2022-0108, a Resolution of the City Council Annexing of Territory (The Elmo Hwy Medical Office, The Sherwood Avenue Family Apartments, and Tract 7393) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) Annexation No. 3 adopted September 22, 2022.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND
DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular
meeting of the City Council held on the 22nd day of September 2022 by the following
vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN HODGES,
CITY ATTORNEY

RESOLUTION NO. _____
PAGE 3 OF 3

Exhibit A

**City of McFarland
Community Facilities District No. 2017-2
(Landscaping and Street Maintenance)
Annexation No. 3**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on September 22, 2022, in the territory annexed to Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2017-2 (Landscaping and Street Maintenance)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 3 Special Tax Annexation Election, September 22, 2022	48			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2017-2 (Landscaping and Street Maintenance) (the "CFD") be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2022-0089, of the City of McFarland adopted by its Council on August 11, 2022?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF SEPTEMBER 2022

CITY OF MCFARLAND

By: _____
City Clerk

RESOLUTION NO. 0109

RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF MCFARLAND COMMUNITY FACILITIES DISTRICT NO. 2019-1 (FIRE PROTECTION SERVICES) ANNEXATION NO. 2 (THE ELMO HWY MEDICAL OFFICE, THE SHERWOOD AVENUE FAMILY APARTMENTS, AND TRACT 7393)

A. Recitals.

- (i) In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2019-1 (Fire Protection Services) (the "CFD").
- (ii) Pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the "Canvass") a copy of which is attached hereto as Exhibit A.
- (iii) This City Council has reviewed the Canvass and hereby approves it.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2022-0109, a Resolution of the City Council Annexing of Territory (The Elmo Hwy Medical Office, The Sherwood Avenue Family Apartments, and Tract 7393) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services) Annexation No. 2, adopted September 22, 2022.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Kern, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

APPROVED and ADOPTED this 22nd day of September 2022

SALLY TAFOYA,
MAYOR

ATTEST:

FRANCISCA ALVARADO,
CITY CLERK

I, FRANCISCA ALVARADO, CITY CLERK of the CITY OF MCFARLAND
DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular
meeting of the City Council held on the 22nd day of September 2022 by the following
vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

FRANCISCA ALVARADO,
CITY CLERK

APPROVED AS TO FORM:

NATHAN HODGES,
CITY ATTORNEY

RESOLUTION NO. _____
PAGE 3 OF 3

Exhibit A

**City of McFarland
Community Facilities District No. 2019-1
(Fire Protection Services)
Annexation No. 2**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on September 22, 2022, in the territory annexed to Community Facilities District No. 2019-1 (Fire Protection Services) of the City of McFarland which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of McFarland Community Facilities District No. 2019-1 (Fire Protection Services)	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 2 Special Tax Annexation Election, September 22, 2022	48			

BALLOT MEASURE: Shall the City of McFarland, by and for its Community Facilities District No. 2019-1 (Fire Protection Services) (the "CFD") be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention, Resolution No. 2022-0090, of the City of McFarland adopted by its Council on August 11, 2022?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF SEPTEMBER 2022.

CITY OF MCFARLAND

By: _____
City Clerk

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: September 22, 2022

SUBJECT: City Council Approval of Authorized Representative and Authorizing Representative to Apply, Borrow, and to Grant Security for State Water Resource Control Board Grant Application.

SUMMARY:

The City is in the process of completing an application to the State Water Resource Control Board to possibly obtain grant funding to fund multiple water improvements. These water improvements include new water wells, master water plans, advanced metering software, storage tanks, booster pumps, generators, etc. The funding would allow the City to provide state compliant water service to all Residential, Commercial, and Industrial properties within the city. This improvement will also allow for future growth of the city and economic development.

The application requires that the City Council pass a resolution authorizing a representative to sign and file a financial assistance application. The application also requires the City Council to authorize the representative to apply, borrow, and to grant security for this application. The funding we are applying for totals at \$23,250,000.00, which would be all grant funded without any local match. The funding source would be state and federal funding.

RECOMMENDATION:

Staff recommends the City Council to Approve Resolution No. 2022-0110 Approving City Manager as authorized representative to sign and file a financial assistance application.

Staff recommends the City Council to Approve Resolution No. 2022-0111 authorizing the City Manager to apply, borrow, and to grant security for the grant application to the State Water Resources Control Board

FISCAL IMPACT:

NO FISCAL IMPACT

ATTACHMENTS:

RESOLUTION NO. 2022-0110

RESOLUTION NO. 2022-0111

RESOLUTION NO. 2022-0110

**A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING CITY
MANAGER AS AUTHORIZED REPRESENTATIVE FOR A FINANCIAL
ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL
BOARD**

WHEREAS the City intends to submit a Financial Assistance Application to the State Water Resources Control Board for the construction of the Water System Improvement and Treatment Project

RESOLVED BY THE _CITY COUNCIL OF THE CITY OF MCFARLAND (the "Entity), AS FOLLOWS:

The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Water System Improvement & Treatment Project (the "Project").

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of McFarland at a regular meeting on the 22 day of September, 2022.

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

Sally Tafoya, Mayor of the City of
McFarland, California

ATTEST:

Francisca Alvarado, City Clerk
of the City of McFarland, California

RESOLUTION NO. 2022-0111

A RESOLUTION OF THE CITY COUNCIL OF McFARLAND AUTHORIZING CITY MANAGER TO APPLY, BORROW AND TO GRANT SECURITY

I, Kenny Williams, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of City of McFarland, a corporation organized and existing under the laws of the State of California (the "Corporation"), and that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors thereof, in accordance with law and the by-laws of the Corporation, and that such resolutions are now in full force and effect, unamended, unaltered and unrepealed:

WHEREAS, the Corporation seeks financing from the State Water Resources Control Board under the Drinking Water State Revolving Fund ("DWSRF") for a project commonly known as Water System Improvement and Treatment Project ("Project");

WHEREAS, the Board of Directors adopted a Project budget; and

WHEREAS, prior to the State Water Resources Control Board executing a financing agreement, the Board of Directors is required to establish a dedicated source of revenue to repay the DWSRF loan and authorizing an officer to execute all financing agreements, amendments, certifications, and claims for reimbursement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Kenny Williams ("the Authorized Representative") City Manager of City of McFarland, hereby authorized to sign and file, for and on behalf of the Corporation, an application for financial assistance from the State Water Board for the planning, design, and/or construction of the Project;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to incur Indebtedness not to exceed \$ 23,250,000.00 pursuant to the DWSRF financing agreement (The term "Indebtedness" as used herein means all debts, obligations and liabilities, currently existing or now or hereafter made, incurred or created in connection with the financing);

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to grant security interests in, pledge, assign, transfer, endorse, mortgage or otherwise hypothecate to the State Water Resources Control Board, and execute security or pledge agreements, financial statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property or assets of the Corporation as may be agreed upon by the Authorized Representative, or his/her designee, as collateral security for any or all of the Indebtedness, and to grant and execute

renewals, extensions or modifications thereof, and to authorize the State Water Resources Control Board to perform any act necessary to perfect security, including but not limited to filing a Uniform Commercial Code (UCC-1) lien with the Secretary of State;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is authorized to represent the Corporation in carrying out the Corporation's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Corporation and compliance with applicable state and federal laws;

BE IT FURTHER RESOLVED, that the Secretary or any other officer of this Corporation is authorized to certify to the State Water Resources Control Board a copy of these resolutions and the name and signature of the Authorized Representative hereby authorized to act hereunder, and the State Water Resources Control Board is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is hereby authorized to rely on any such additional certificates; and

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resources Control Board is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the City of McFarland or in any other document.

I FURTHER CERTIFY THAT the following person has been appointed or elected and is now acting as officer or employee of the Corporation in the capacity set beside his name:

Kenny Williams

09/12/2022

City Manager/Chief of Police

PASSED AND ADOPTED by the City Council of the City of McFarland at a regular meeting on the 22nd day of September, 2022.

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

Sally Tafoya, Mayor of the City of
McFarland, California

ATTEST:

Francisca Alvarado, City Clerk
of the City of McFarland, California

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

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

DATE: September 22, 2022

SUBJECT: City Council Approval of Authorized Representative and Authorizing Representative to Apply, Borrow, and to Grant Security for State Water Resource Control Board Grant Application.

SUMMARY:

The City is in the process of completing an application to the State Water Resource Control Board to possibly obtain grant funding to fund multiple water improvements. These water improvements include new water wells, master water plans, advanced metering software, storage tanks, booster pumps, generators, etc. The funding would allow the City to provide state compliant water service to all Residential, Commercial, and Industrial properties within the city. This improvement will also allow for future growth of the city and economic development.

The application requires that the City Council pass a resolution authorizing a representative to sign and file a financial assistance application. The application also requires the City Council to authorize the representative to apply, borrow, and to grant security for this application. The funding we are applying for totals at \$23,250,000.00, which would be all grant funded without any local match. The funding source would be state and federal funding.

RECOMMENDATION:

Staff recommends the City Council to Approve Resolution No. 2022-0110 Approving City Manager as authorized representative to sign and file a financial assistance application.

Staff recommends the City Council to Approve Resolution No. 2022-0111 authorizing the City Manager to apply, borrow, and to grant security for the grant application to the State Water Resources Control Board

FISCAL IMPACT:

NO FISCAL IMPACT

ATTACHMENTS:

RESOLUTION NO. 2022-0110

RESOLUTION NO. 2022-0111

RESOLUTION NO. 2022-0110

**A RESOLUTION OF THE CITY COUNCIL OF McFARLAND APPROVING CITY
MANAGER AS AUTHORIZED REPRESENTATIVE FOR A FINANCIAL
ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL
BOARD**

WHEREAS the City intends to submit a Financial Assistance Application to the State Water Resources Control Board for the construction of the Water System Improvement and Treatment Project

RESOLVED BY THE _CITY COUNCIL OF THE CITY OF MCFARLAND (the "Entity), AS FOLLOWS:

The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Water System Improvement & Treatment Project (the "Project").

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of McFarland at a regular meeting on the 22 day of September, 2022.

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

Sally Tafoya, Mayor of the City of
McFarland, California

ATTEST:

Francisca Alvarado, City Clerk
of the City of McFarland, California

RESOLUTION NO. 2022-0111

**A RESOLUTION OF THE CITY COUNCIL OF McFARLAND AUTHORIZING CITY
MANAGER TO APPLY, BORROW AND TO GRANT SECURITY**

I, Kenny Williams, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of City of McFarland, a corporation organized and existing under the laws of the State of California (the "Corporation"), and that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors thereof, in accordance with law and the by-laws of the Corporation, and that such resolutions are now in full force and effect, unamended, unaltered and unrepealed:

WHEREAS, the Corporation seeks financing from the State Water Resources Control Board under the Drinking Water State Revolving Fund ("DWSRF") for a project commonly known as Water System Improvement and Treatment Project ("Project");

WHEREAS, the Board of Directors adopted a Project budget; and

WHEREAS, prior to the State Water Resources Control Board executing a financing agreement, the Board of Directors is required to establish a dedicated source of revenue to repay the DWSRF loan and authorizing an officer to execute all financing agreements, amendments, certifications, and claims for reimbursement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Kenny Williams ("the Authorized Representative") City Manager of City of McFarland, hereby authorized to sign and file, for and on behalf of the Corporation, an application for financial assistance from the State Water Board for the planning, design, and/or construction of the Project;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to incur Indebtedness not to exceed \$ 23,250,000.00 pursuant to the DWSRF financing agreement (The term "Indebtedness" as used herein means all debts, obligations and liabilities, currently existing or now or hereafter made, incurred or created in connection with the financing);

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to grant security interests in, pledge, assign, transfer, endorse, mortgage or otherwise hypothecate to the State Water Resources Control Board, and execute security or pledge agreements, financial statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property or assets of the Corporation as may be agreed upon by the Authorized Representative, or his/her designee, as collateral security for any or all of the Indebtedness, and to grant and execute

renewals, extensions or modifications thereof, and to authorize the State Water Resources Control Board to perform any act necessary to perfect security, including but not limited to filing a Uniform Commercial Code (UCC-1) lien with the Secretary of State;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is authorized to represent the Corporation in carrying out the Corporation's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Corporation and compliance with applicable state and federal laws;

BE IT FURTHER RESOLVED, that the Secretary or any other officer of this Corporation is authorized to certify to the State Water Resources Control Board a copy of these resolutions and the name and signature of the Authorized Representative hereby authorized to act hereunder, and the State Water Resources Control Board is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is hereby authorized to rely on any such additional certificates; and

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resources Control Board is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the City of McFarland or in any other document.

I FURTHER CERTIFY THAT the following person has been appointed or elected and is now acting as officer or employee of the Corporation in the capacity set beside his name:

Kenny Williams

09/12/2022

City Manager/Chief of Police

PASSED AND ADOPTED by the City Council of the City of McFarland at a regular meeting on the 22nd day of September, 2022.

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

Sally Tafoya, Mayor of the City of
McFarland, California

ATTEST:

Francisca Alvarado, City Clerk
of the City of McFarland, California

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Larry Ronk, Community Development Director
Mario Gonzales, Public Works Director

DATE: September 22, 2022

SUBJECT: Amendment #1 Memorandum of Understanding, CEC Agreement GFO-20-010 for EV Charging Station.

Discussion:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products.

The City of McFarland was a partner on the initial proposal to the California Energy Commission to implement the 2019 Kern EV Charging Station Blueprint High-Impact station locations. When the CEC awarded funding, the City of McFarland subsequently entered a Memorandum of Understanding (MOU) with Kern COG on April 15, 2021. With full funding now awarded by the CEC and with Kern COG's acceptance of the funding agreement, the City of McFarland may move forward with reporting and invoicing on the full project.

Under the amendment to the MOU, the City of McFarland will receive an additional \$77,735 for a total of \$176,735 to complete administrative reporting requirements, to purchase and install two DC Fast Chargers, three Level 2 Chargers and the purchase and installation of a solar canopy, inverter, and undergrounding of wires necessary to supply power to the charging stations. The City of McFarland will provide EV Charging Data Usage and Operations Reports. The start date for the MOU remains April 15, 2021, and the updated termination date is September 30, 2024.

The table below reflects CEC grant amounts and matching funds for KERN COG and all the subcontractors participating in CEC Agreement ARV-20-010. Local Match for the City of McFarland will be covered through the CMAQ Grant.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
	\$80,601	\$191,492	\$272,093
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
California City	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
	\$187,500	\$62,500	\$250,000
KCCD (Bakersfield College)	\$64,000	\$18,808	\$82,808
	427,750	142,584	\$570,334

Recommend: Staff recommends adoption of Resolution No. 2022-_0112 approving the Amendment MOU and signing by the Mayor.

Fiscal Impact: None

Attachments:

Amendment #1 MOU

RESOLUTION NO. 2022-0112
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING
WITH KERN COUNCIL OF GOVERNMENTS FOR ADDITIONAL FUNDING FOR
EV CHARGING STATION

WHEREAS, the CITY has requested additional funding for the EV Charging Station;

WHEREAS, Kern Council of Governments granted additional funding for EV Charging Station Projects throughout Kern County;

WHEREAS, the city will be allocated additional funds of \$77,735.00;

WHEREAS, the city will need to approve Amendment of the Memorandum of Understanding (“MOU”) to receive additional funds;

WHEREAS, the mayor will have to sign and execute the amendment;

WHEREAS, the City Council received both written and oral testimony of Consultant Agreement on September 22th, 2022; 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 Amendment of MOU is in the best interest of the City.
- 3) The Mayor is hereby authorized to sign amendment of the MOU for additional funds.
- 4) The City Clerk shall certify to the passage and adoption of this resolution.
- 5) This resolution is effective immediately.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of the City of McFarland at a meeting held on Thursday, September 22th, 2022, moved by Councilmember _____ and seconded by Councilmember _____, duly adopted and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Francisca Alvarado, City Clerk

Sally Tafoya, Mayor

Attachments:

- Amendment MOU

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –
Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments
Amendment #1

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on April 15, 2020, by and among the CITY OF McFarland ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission (“CEC” herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, in January 2022 the CEC amended the EV Ready Communities Agreement ARV-20-010 with Kern COG, increasing the budget and adding tasks to the Scope of Work, specifically including City of McFarland proposed tasks in the initial application; and

WHEREAS, CITY and KERN COG agree to extend the termination date from March 31, 2024 to September 30, 2024; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010-01 and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in CEC Agreement ARV-20-010-01 as

of September 2022. The lines in bold type are not yet contracted. These are shared to demonstrate Kern COG's effort to comply with agreement ARV-20-010-01 with the CEC. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
	\$80,601	\$191,492	\$272,093
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
California City	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
	\$187,500	\$62,500	\$250,000
KCCD (Bakersfield College)	\$64,000	\$18,808	\$82,808
	427,750	142,584	\$570,334
Frito-Lay North America (PepsiCo)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Retail EVCS TBD	\$162,108	\$66,500	\$228,608
Program Management, Outreach, and 2024	\$507,000	\$0	\$507,000

Blueprint Consultants			
KCOG Materials & Misc. including eBikes; Match includes KCOG outreach	\$21,600	\$29,500	\$51,100
Charging Stations TBD	\$164,873	\$44,088	\$208,961
TOTAL	\$700,515	\$242,841	\$943,356
	\$2,500,000	\$833,377	\$3,333,377

5. CITY agrees to carry out amended Exhibit A Scope of Work in accordance with amended Exhibit B Schedule of Products and Due Dates and amended Exhibit C Budget.
6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City of McFarland
Kenny Williams, City Manager
401 West Kern Avenue
McFarland, CA 93250

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300
Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other

parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through agreement ARV-20-010.

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

"CITY of McFarland"

RECOMMENDED AND APPROVED

AS TO CONTENT:

Kenny Williams, City Manager
City of McFarland

Sally Tafoya, Mayor
City of McFarland

APPROVED AS TO FORM:

Legal Counsel

[Remainder of page left blank intentionally]

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

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED

AS TO CONTENT:

AHRON HAKIMI

Executive Director

Kern Council of Governments

APPROVED AS TO FORM:

Bob Smith, Chairman

Kern Council of Governments

Brian Van Wyk, Deputy Counsel for

Kern Council of Governments

[Remainder of page left blank intentionally]

EXHIBIT A
Scope of Work
City of McFarland

TECHNICAL TASK LIST.

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3	NA	Workforce Development
4	X	Outreach
5	X	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata	Diana Garcia	
2	Linda Urata	Diana Garcia, Mario Gonzales	
3	Linda Urata	NA	
4	Linda Urata, Susanne Campbell	Diana Garcia	
5	Linda Urata	Diana Garcia, Mario Gonzales	ChargePoint software

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
Agreement	Agreement GFO-20-010 "EV Ready Communities Phase II - Blueprint Implementation" between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission

Term/ Acronym	Definition
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
PM	Kern COG Regional Planner managing the CEC Grant ARV-20-010-01
MOU	Memorandum of Understanding
Recipient	City of McFarland

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021. GFO-19-603 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control.

Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81% to 90% of areas within Kern County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training and then there is always planning for the future, and autonomous vehicles.

Kern County partners require support in their areas of expertise and their efforts to serve the communities. This project will provide funding needed to support the efforts for zero emission transport to serve local communities.

Goals of the Agreement:

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the Agreement:

The objectives of the PRIME Agreement between Kern COG and the California Energy Commission are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment, to expand MioCar electric carsharing to new communities, and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The public and private site hosts and communities will have an impact on EV adoption beyond their immediate locations and support electrified transportation options. Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

Objectives of the Sub-Agreement:

The objectives of the Agreement between Kern COG and the City of McFarland are for the City of McFarland to complete Tasks 2: install electric vehicle and equipment charging equipment, to install a solar canopy to provide electricity to the charging stations, to provide usage and operational data, Task 4: conduct education and awareness efforts to support developing the use of the charging stations installed, and Task 5: complete data collection and reporting tasks as described within the Scope of Work.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Project Manager, and a representative of Kern COG's Accounting team. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as they deem appropriate.

- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Match fund documentation
 - Permit documentation
 - Subcontracts needed to carry out project
 - The Project Manager's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports
 - Technical Products (Product Guidelines located in Section 5 of the Exhibit C: CEC Terms and Conditions)
 - Final Report

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and Kern COG. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Kern COG.

Meeting participants include the CAM and Kern COG and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC, which may include the Recipient.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with Kern COG. These meetings generally take place at the CEC, but they may take place at another location **or remotely**.
- Send Kern COG the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.

- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide Kern COG with a written determination in accordance with the schedule. The written response may include a requirement for Kern COG to revise one or more product(s) that were included in the CPR.

Kern COG shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products

The Recipient shall:

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

SUB Product:

- CPR SUB-Report, if requested

Task 1.3 Final Meeting

The goal of this task is to closeout this MOU.

Kern COG shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. If requested by the CAM, Kern COG shall invite the Recipient to participate in the meeting and/or the written reports.

This meeting will be attended by, at a minimum, Kern COG, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- Need to document Kern COG's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report using the template provided by Kern COG which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager within 8 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report from Kern COG to the CEC is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Recipient will be asked to complete a Final Report due no later than 30 days prior to the end of this agreement.

The Final Report from Kern COG to the CEC shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM to Kern COG.

Products:

- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Project Manager with the first monthly report following the execution of the amended Memorandum of Understanding. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC (if the CAM makes a request to Kern COG) an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Project Manager who may share them with the Commission Agreement Manager (CAM) for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the Project Manager.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

The goals of this task are to (1) install a minimum of two electric vehicle direct current fast charging stations and three Level charging stations and (2) purchase a solar canopy and inverter and install the equipment, underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting and so on as required in the project design.

Recipient shall:

- Procure, install, and operate a minimum of two Direct Current Fast Charging electric vehicle chargers at a location in the City of McFarland.
- Procure, install, and operate a solar canopy and inverter along with the underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting as required in the project design.
- Coordinate with the Project Manager throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site, off-grid mobile charger orientation, and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.

- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, if publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements of Task 5.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by Kern COG and/or the CEC.
- Conduct four outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, using the template provided by Kern COG or an approved replacement format, per Task 5.

Products:

- Site maps and design information for the charging stations and the solar canopy for the charging stations.
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool (<https://afdc.energy.gov/stations/#/station/new>)
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report (see Task 5)

[CPR WILL BE HELD BETWEEN KERN COG AND THE CEC IN THIS TASK. See Task 1.2 for details]

TASK 3 Infrastructure to Support Workforce Development

[DOES NOT APPLY TO THE CITY OF MCFARLAND]

TASK 4 Outreach

The first goal of this task is to attract students to the Bakersfield College Automotive Technology Training Program courses on electric vehicles and electric vehicle infrastructure.

The second goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The third goal of this task is to identify methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment beyond the year 2024. To update the 2019 Kern County Electric Vehicle Charging Station Blueprint, Kern COG will hire a consultant to produce a plan that will assist the region in meeting 2035 goals for zero-emission light-duty vehicle, equipment, and infrastructure deployment. Participation of the recipient is crucial and valued to this update.

The Recipient shall:

- Participate in the 2022 and 2023 TRANSITions Transit Symposiums as coordinated with the Project Manager to attend, volunteer, bring a display vehicle, set up a booth, or to present on a panel.
- Develop a Quick Reference Guide (2-sided, 1 page maximum) or Best Practices (2-sided, 1 page maximum), including information on incentives and activities specific to the site, and provide to participants of Recipient and/or Kern COG outreach activities. A template may be provided by Project Management Consultant to be hired by Kern COG. Submit a digital master-quality copy of either product to the Project Manager.
- Participate in at least one of the activities below related to the update to the 2019 Kern EV Charging Station Blueprint. Recipient may be asked to provide:
 - Survey responses
 - Technical Review of the Draft Blueprint
- Suggest additional sites for EV Charging Stations at the Recipient's same or other locations in Kern County

Products:

- Quick Reference Guide or Best Practice Document
- 2022 TRANSITions Transit Symposium participation reported on the Monthly Report
- 2023 TRANSITions Transit Symposium participation reported on the Monthly Report
- Outreach efforts summarized and reported with the Monthly Report. Include materials used (fliers, website screenshot, other)
- 2024 Kern County EV Charging Station Blueprint participation documented in the Monthly Reports

TASK 5 Data Collection and Analysis

The goal of this task is for Kern COG to collect operational data from the Recipient, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report by Kern COG to the CEC.

The Recipient shall:

- Collect the following data and report it on the Kern COG Usage and Operations Report template:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
 - Data on chargers over a twelve-month period, including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.

Products

- Usage and Operations Report submitted each six months following the station opening through October 2024

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EXHIBIT B

Schedule of Products and Due Dates

City of McFarland

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	6/25/2021	4/30/2021 10/10/2022
		Updated List of Match Funds	6/25/2021	4/30/2021 10/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021 5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	6/18/2021	5/27/2021 5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022 12/20/2022
		Written determination (CEC)	N/A	1/5/2023 1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024 8/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024 9/27/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the	The 10th calendar day of each month

	approved term of this Agreement.	during the approved term of this Agreement
1.5 Final Report		
Final Outline of the Final Report	N/A	12/12/2023 8/12/2024
Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final invoice.	1/12/2024 10/30/2024
Final Report	N/A	3/12/2024 12/20/2024
1.6 Identify and Obtain Match Funds		
A letter regarding match funds detailing match funds provided	6/25/2021	4/30/2021 10/10/2022
Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021 10/10/2022
Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds
Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7 Identify and Obtain Required Permits		
Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send	Within 6 months from each site host project initiation date. All project letters

		with executed MOU. All letters received by 5/31/2022.	received by 8/31/2022
	A copy of each approved permit (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
1.8	Obtain and Execute Subcontracts		
	Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	5/19/2021 10/10/2022
	Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2	Electric Vehicle Charging Station Installation		
	Site maps and design information for charging stations for 3 Level 2 charging stations and 2 DC Fast Charging Stations.	10/30/2021	11/29/2021
	Site maps, design information, sub-agreement for solar canopy to provide electricity for the charging stations installed through this agreement.	NA	11/08/2022

	Photos to document station progress and completion, including the chargers and the solar canopy	With monthly reports, as changes occur. Within 30 days of station commission.	6/29/2023
	AB 841 Certification and EVTP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to November 20, 2023 September 30, 2024
	Semi-annual EVSE usage reports; Include solar canopy energy generation reports.	First report by 6/1/2022 then every six months until grant completion date	First report by 6/1/2022 10/8/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development		
	Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer.	N/A	12/13/2021 8/08/2024
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	1/8/2024 8/08/2024
4	Outreach		

	Quick Reference Guide or Best Practices Flier (2 pages)	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.	As the events occur and are scheduled
	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events or training workshops	N/A	Within 45 days of the event
	Ride and Drive event or a National Drive Electric Week participation or promotion reported on a Monthly Report.	N/A	Within 45 days of the event
5	E-Bike Pilot		

Summary E-Bike Report	Pending placement of eBikes.	6/29/2023
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EXHIBIT C
Budget
City of McFarland

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of McFarland	Install and commission 2 DC Fast Charging stations and 3 L2 electric vehicle charging stations.				
		Purchase a solar canopy and inverter and install the equipment, underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting and so on as required in the project design.		\$ 99,000 \$ 176,735	\$ 33,000 \$ 58,912	\$ 132,000 \$ 235,647

¹Project Total may be larger than \$132,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Funding from the CEC EV Ready Communities will be no greater than

\$176,735 and the required match will remain at \$58,912, although the total project cost may exceed \$235,647. The City of McFarland is responsible for covering the entire project cost. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding.

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –
Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments
Amendment #1

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on April 15, 2020, by and among the CITY OF McFarland ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission ("**CEC**" herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, in January 2022 the CEC amended the EV Ready Communities Agreement ARV-20-010 with Kern COG, increasing the budget and adding tasks to the Scope of Work, specifically including City of McFarland proposed tasks in the initial application; and

WHEREAS, CITY and KERN COG agree to extend the termination date from March 31, 2024 to September 30, 2024; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010-01 and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.

2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in CEC Agreement ARV-20-010-01 as of September 2022. The lines in bold type are not yet contracted. These are shared to demonstrate Kern COG's effort to comply with agreement ARV-20-010-01 with the CEC. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
	\$80,601	\$191,492	\$272,093
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
California City	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
	\$187,500	\$62,500	\$250,000
KCCD (Bakersfield College)	\$64,000	\$18,808	\$82,808
	427,750	142,584	\$570,334
Frito-Lay North America (PepsiCo)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Retail EVCS TBD	\$162,108	\$66,500	\$228,608
Program Management, Outreach, and 2024 Blueprint Consultants	\$507,000	\$0	\$507,000
KCOG Materials & Misc. including eBikes; Match includes KCOG outreach	\$21,600	\$29,500	\$51,100
Charging Stations TBD	\$164,873	\$44,088	\$208,961
TOTAL	\$700,515	\$242,841	\$943,356
	\$2,500,000	\$833,377	\$3,333,377

5. CITY agrees to carry out amended Exhibit A Scope of Work in accordance with amended Exhibit B Schedule of Products and Due Dates and amended Exhibit C Budget.

6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City of McFarland
 Kenny Williams, City Manager
 401 West Kern Avenue
 McFarland, CA 93250

KERN COG: KERN COUNCIL OF GOVERNMENTS
 Ahron Hakimi, Executive Director
 1401 19th Street, Suite 300
 Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.

15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through agreement ARV-20-010.

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

"CITY of McFarland"

RECOMMENDED AND APPROVED
AS TO CONTENT:

Kenny Williams, City Manager
City of McFarland

Sally Tafoya, Mayor
City of McFarland

APPROVED AS TO FORM:

Legal Counsel

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

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:

AHRON HAKIMI
Executive Director

Bob Smith, Chairman
Kern Council of Governments

Kern Council of Governments
APPROVED AS TO FORM:

Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

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EXHIBIT A
Scope of Work
City of McFarland

TECHNICAL TASK LIST.

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3	NA	Workforce Development
4	X	Outreach
5	X	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata	Diana Garcia	
2	Linda Urata	Diana Garcia, Mario Gonzales	
3	Linda Urata	NA	
4	Linda Urata, Susanne Campbell	Diana Garcia	
5	Linda Urata	Diana Garcia, Mario Gonzales	ChargePoint software

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
Agreement	Agreement GFO-20-010 "EV Ready Communities Phase II - Blueprint Implementation" between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.

Term/ Acronym	Definition
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
PM	Kern COG Regional Planner managing the CEC Grant ARV-20-010-01
MOU	Memorandum of Understanding
Recipient	City of McFarland

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021. GFO-19-603 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81% to 90% of areas within Kern County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training and then there is always planning for the future, and autonomous vehicles.

Kern County partners require support in their areas of expertise and their efforts to serve the communities. This project will provide funding needed to support the efforts for zero emission transport to serve local communities.

Goals of the Agreement:

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the Agreement:

The objectives of the PRIME Agreement between Kern COG and the California Energy Commission are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment, to expand MioCar electric carsharing to new communities, and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The public and private site hosts and communities will have an impact on EV adoption beyond their immediate locations and support electrified transportation options. Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

Objectives of the Sub-Agreement:

The objectives of the Agreement between Kern COG and the City of McFarland are for the City of McFarland to complete Tasks 2: install electric vehicle and equipment charging equipment, to install a solar canopy to provide electricity to the charging stations, to provide usage and operational data, Task 4: conduct education and awareness efforts to support developing the use of the charging stations installed, and Task 5: complete data collection and reporting tasks as described within the Scope of Work.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the Project Manager, and a representative of Kern COG’s Accounting team. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Match fund documentation
 - Permit documentation
 - Subcontracts needed to carry out project
 - The Project Manager’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports
 - Technical Products (Product Guidelines located in Section 5 of the Exhibit C: CEC Terms and Conditions)
 - Final Report

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and Kern COG. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Kern COG.

Meeting participants include the CAM and Kern COG and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC, which may include the Recipient.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with Kern COG. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send Kern COG the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide Kern COG with a written determination in accordance with the schedule. The written response may include a requirement for Kern COG to revise one or more product(s) that were included in the CPR.

Kern COG shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products

The Recipient shall:

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

SUB Product:

- CPR SUB-Report, if requested

Task 1.3 Final Meeting

The goal of this task is to closeout this MOU.

Kern COG shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. If requested by the CAM, Kern COG shall invite the Recipient to participate in the meeting and/or the written reports.

This meeting will be attended by, at a minimum, Kern COG, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- Need to document Kern COG's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report using the template provided by Kern COG which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager within 8 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report from Kern COG to the CEC is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Recipient will be asked to complete a Final Report due no later than 30 days prior to the end of this agreement.

The Final Report from Kern COG to the CEC shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM to Kern COG.

Products:

- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Project Manager with the first monthly report following the execution of the amended Memorandum of Understanding. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts**Task 1.8 Obtain and Execute Subcontracts**

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC (if the CAM makes a request to Kern COG) an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Project Manager who may share them with the Commission Agreement Manager (CAM) for review.

- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the Project Manager.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

The goals of this task are to (1) install a minimum of two electric vehicle direct current fast charging stations and three Level charging stations and (2) purchase a solar canopy and inverter and install the equipment, underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting and so on as required in the project design.

Recipient shall:

- Procure, install, and operate a minimum of two Direct Current Fast Charging electric vehicle chargers at a location in the City of McFarland.
- Procure, install, and operate a solar canopy and inverter along with the underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting as required in the project design.
- Coordinate with the Project Manager throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site, off-grid mobile charger orientation, and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, if publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements of Task 5.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by Kern COG and/or the CEC.
- Conduct four outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.

- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, using the template provided by Kern COG or an approved replacement format, per Task 5.

Products:

- Site maps and design information for the charging stations and the solar canopy for the charging stations.
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool (<https://afdc.energy.gov/stations/#/station/new>)
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report (see Task 5)

[CPR WILL BE HELD BETWEEN KERN COG AND THE CEC IN THIS TASK. See Task 1.2 for details]

TASK 3 Infrastructure to Support Workforce Development

[DOES NOT APPLY TO THE CITY OF MCFARLAND]

TASK 4 Outreach

The first goal of this task is to attract students to the Bakersfield College Automotive Technology Training Program courses on electric vehicles and electric vehicle infrastructure.

The second goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The third goal of this task is to identify methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment beyond the year 2024. To update the 2019 Kern County Electric Vehicle Charging Station Blueprint, Kern COG will hire a consultant to produce a plan that will assist the region in meeting 2035 goals for zero-emission light-duty vehicle, equipment, and infrastructure deployment. Participation of the recipient is crucial and valued to this update.

The Recipient shall:

- Participate in the 2022 and 2023 TRANSITions Transit Symposia as coordinated with the Project Manager to attend, volunteer, bring a display vehicle, set up a booth, or to present on a panel.
- Develop a Quick Reference Guide (2-sided, 1 page maximum) or Best Practices (2-sided, 1 page maximum), including information on incentives and activities specific to the site, and provide to participants of Recipient and/or Kern COG outreach activities. A template may be provided by Project Management Consultant to be hired by Kern COG. Submit a digital master-quality copy of either product to the Project Manager.
- Participate in at least one of the activities below related to the update to the 2019 Kern EV Charging Station Blueprint. Recipient may be asked to provide:
 - Survey responses
 - Technical Review of the Draft Blueprint

- Suggest additional sites for EV Charging Stations at the Recipient's same or other locations in Kern County

Products:

- Quick Reference Guide or Best Practice Document
- 2022 TRANSITions Transit Symposium participation reported on the Monthly Report
- 2023 TRANSITions Transit Symposium participation reported on the Monthly Report
- Outreach efforts summarized and reported with the Monthly Report. Include materials used (fliers, website screenshot, other)
- 2024 Kern County EV Charging Station Blueprint participation documented in the Monthly Reports

TASK 5 Data Collection and Analysis

The goal of this task is for Kern COG to collect operational data from the Recipient, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report by Kern COG to the CEC.

The Recipient shall:

- Collect the following data and report it on the Kern COG Usage and Operations Report template:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
 - Data on chargers over a twelve-month period, including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.

Products

- Usage and Operations Report submitted each six months following the station opening through October 2024

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EXHIBIT B
Schedule of Products and Due Dates
City of McFarland

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	6/25/2021	4/30/2021 10/10/2022
		Updated List of Match Funds	6/25/2021	4/30/2021 10/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	6/18/2021	5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024 8/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024 9/27/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report			
		Final Outline of the Final Report	N/A	12/12/2023 8/12/2024
		Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final invoice.	1/12/2024 10/30/2024
		Final Report	N/A	3/12/2024 12/20/2024
1.6	Identify and Obtain Match Funds			
		A letter regarding match funds detailing match funds provided	6/25/2021	4/30/2021 10/10/2022
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021 10/10/2022
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7	Identify and Obtain Required Permits			

	Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by 5/31/2022.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
	A copy of each approved permit (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts			
	Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	5/19/2021 10/10/2022
	Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2 Electric Vehicle Charging Station Installation			
	Site maps and design information for charging stations for 3 Level 2 charging stations and 2 DC Fast Charging Stations.	10/30/2021	11/29/2021
	Site maps, design information, sub-agreement for solar canopy to provide electricity for the charging stations installed through this agreement.	NA	11/08/2022
	Photos to document station progress and completion, including the chargers and the solar canopy	With monthly reports, as changes occur. Within 30 days of station commission.	6/29/2023
	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023

	Outreach materials, photos, presentations, agendas, minutes Semi-annual EVSE usage reports; Include solar canopy energy generation reports.	Provided with monthly report following the event or outreach effort. First report by 6/1/2022 then every six months until grant completion date	Ongoing to November 20, 2023 September 30, 2024 First report by 6/1/2022 10/8/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development		
	Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer. Report summarizing the use of the charging equipment at Bakersfield College	N/A N/A	12/13/2024 8/08/2024 4/8/2024 8/08/2024
4	Outreach		
	Quick Reference Guide or Best Practices Flier (2 pages)	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.	As the events occur and are scheduled
	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events or training workshops	N/A	Within 45 days of the event
	Ride and Drive event or a National Drive Electric Week participation or	N/A	Within 45 days of the event

promotion reported on a Monthly Report.			
5	E-Bike Pilot		
		Pending placement of eBikes.	6/29/2023
Summary E-Bike Report			

EXHIBIT C
Budget
City of McFarland

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of McFarland	Install and commission 2 DC Fast Charging stations and 3 L2 electric vehicle charging stations. Purchase a solar canopy and inverter and install the equipment, underground wiring, and any other project-related items, such as updates to electrical, paving, signs, lighting and so on as required in the project design.		\$ 99,000 \$ 176,735	\$ 33,000 \$ 58,912	\$ 132,000 \$ 235,647

¹Project Total may be larger than \$132,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Funding from the CEC EV Ready Communities will be no greater than \$176,735 and the required match will remain at \$58,912, although the total project cost may exceed \$235,647. The City of McFarland is responsible for covering the entire project cost. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding.